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ARTICLE 1

PARTIES TO THE AGREEMENT

This labor-management agreement is executed pursuant to the exclusive recognition of the American Federation of Government Employees (AFGE), Local 916, herein after referred to as the Union, as the certified bargaining agent of all Nonappropriated Fund personnel employed by, Child Development Centers (CDC), West CDC 72 MSG/SVYW and East CDC 72 MSG/SVYE hereinafter referred to as the Employer.

In accordance with the provisions of Title V of the Civil Service Reform Act of 1978 (CSRA), the following articles constitute the collective bargaining Agreement entered into by and between the Union, and employer.

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

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

ARTICLE 2

RECOGNITION AND COVERAGE

SECTION 2.01: RECOGNITION AND COVERAGE

Subject to the exclusions listed in Section 2.02 the exclusive unit to which this Agreement is applicable is defined as all Nonappropriated Fund personnel employed by Child Development Centers (CDC). West CDC 72 MSG/SVY\V and East CDC 72 MSG/SVYE. Tinker Air Force Base. Oklahoma City, Oklahoma.

SECTION 2.02: EXCLUSIONS

The following are excluded from the unit:

All professional employees, management officials, supervisors and employees described in 5 U.S.C. §7112(b)(2) through (7). Temporary employees holding limited term appointments not to exceed one year. Any Services employee detailed to work in a CDC not to exceed 60 days pursuant to AFMAN 34-310, paragraph 5.1.

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, instructions, issuances, and regulations.

SECTION 3.02: UNION RIGHTS

Union rights are spelled out in Title 7 of the Civil Service Reform Act of 1978. It is recognized that the Union has no obligation to represent non- union members for:

- a. EEO complaints
- b. Proposed disciplinary actions
- c. Merit Systems Protection Board appeals
- d. Workers Compensation appeals
- e. Unemployment hearings
- f. Classification appeals
- g. Any other situation where statutory appeals are available

SECTION 3.03: MANAGEMENT RIGHTS

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 employee;
 - (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, or
 - (b) any other appropriate source: and
- (4) to take whatever actions may be necessary to carry out the agency mission during emergencies.

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 Article 5 of this agreement.
- c. Each bargaining unit employee has the right to fair and equal representation by the Union regardless of dues-paying status. The parties agree, however, the Union has no duty to represent non-dues paying bargaining unit employees in situations where statutory appeals procedures are available.
- d. Employees may review the Official Personnel Folder and Supervisor Record of Employee (hereinafter referred to as AF form 971 file) pertaining to them in the facility where the record is maintained and under the supervision of the Employer. This privilege will be extended to an employee's representative upon the tendering of a notarized statement of authorization signed by the employee. Upon request employees or their properly authorized representative will be given a copy of documents contained in their Official Personnel Folder and AF Form 971 file in accordance with Applicable laws and regulations, within five (5) work days.
- e. When an Official Personnel Folder or AF Form 971 file is not immediately available for review when requested, the employee or properly authorized representative will be advised as to how long the folder has been checked out and when is it due to return.

- f. Employees are permitted to review the AF Form 971 file pertaining to them upon request. Employees may authorize their supervisor to disclose the AF Form 971 file pertaining to them to their properly authorized representative. Any other access to AF Form 971 file is limited to persons having an official need to know. Upon request, employees or their properly authorized Employees are permitted to review the AF Form 971 file pertaining to them upon request. Employees may authorize their supervisor to disclose the AF Form 971 file pertaining to them to their properly authorized representative. Any other access to AF Form 971 file is limited to persons having an official need to know. Upon request, employees or their properly authorized representative will be given a copy of each document or entry placed in the AF Form 971 file pertaining to them.

- g. Upon request to the appropriate authority, the Union will be provided releasable reports and/or records, maintained in the ordinary course of business. regarding accident, incident and Exposure(s) to hazardous conditions

ARTICLE 4

OFFICIAL TIME/UNION REPRESENTATION

SECTION 4.01: DESIGNATION AND RECOGNITION OF STEWARDS

- a. The employer agrees to recognize the local officers of the Union. Union stewards and other authorized representatives designated by the Union. The Union will furnish the employer a listing of authorized/designated officers and stewards indicating name, telephone extension, organizational symbol and supervisor, as well as the designated area or responsibility (i.e., Chief Steward. Center Steward, etc.).
- b. The Union retains its right to designate its representatives without interference subject to paragraph c below. The effective use of stewards and a reasonable distribution of their Union workload enhance a sound Union-Management relationship and contribute to the efficiency of the activity operations.
- c. The employer agrees to recognize one Chief Steward and two Center Stewards, one Center Steward from each CDC facility. Generally, Center Stewards will only provide Union representation for bargaining unit employees within their CDC facility. Center Stewards may, however, represent bargaining unit employees from the other facility when the other Center Steward is unavailable due to leave, sickness or child /staff ratio.

The stewards shall be granted official time in accordance with this article.

SECTION 4.02: OFFICIAL TIME GENERAL

In order to develop and maintain effective labor management relations, the employer agrees to allow official time as provided in Section 4.03 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. In the case of negotiations or partnership meetings, the Union may have up to three representatives excused on official time to strive for proportionate Union to management representation.

SECTION 4.03: 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 supervisor sufficient information to allow the supervisors to understand the complexity of issues for which official time is requested. It is the party's intent that any official time agreed to by the parties authorized under section 71319(d) of the Federal Service Labor Management Statute will be encompassed within one of the following activities:

- (1) present grievances at any step of the Negotiated Grievance Procedure or associated Alternative Dispute Resolution Procedure as specified in Article 5;
- (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 any phase of a proceeding covered by statutory procedures;
- (8) represent the Union on approved committees authorized by this agreement;
 - (9) represent the Union as a member of the Tinker team working on the DoD wage fixing authority survey (for crafts and trades within services). or another approved labor management fact-finding study;
- (10) be present as an observer in an adverse action proceeding or grievance adjustment where the Union is not the Employee's representative;
- (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 Article:
- (13) participate in partnership activities as authorized by the employer;
- (14) participate in informal Unfair Labor Practice resolution proceedings with management officials:
 - (15) prepare employee grievances, appeals, and ULPs;
 - (16) prepare for meetings scheduled with management:
- (17) assist an employee when designated as their representative in preparing a response to a proposed disciplinary action;
- (18) prepare responses to management-initiated correspondence; prepare Union grievances;
- (19) prepare for arbitration:
- (20) allow travel time on the base or the Union office to accomplish any of the above functions;

SECTION 4.04: 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 4.05: 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 5. Employee must request and receive permission from their supervisor prior to using official time. All official time will be recorded on an Official Time form completed by the employee and the supervisor. Employees will be released at the earliest opportunity consistent with workload requirements. The total time authorized in preparation of a grievance is as follows:

Step 1 1 Hour: To meet with Union representative

Step 2 45 minutes: To meet with Union representative This section applies only to employees, not Union representatives

SECTION 4.06: OFFICIAL TIME RELEASE PROCEDURE

The following procedures shall apply to employees designated as 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 the work area to conduct authorized Union-Management business, that representative must first report to and obtain the 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 the employee(s) to be contacted, estimated duration, etc.
- b. Subject to the provision of this Article, and if workload conditions permit, the Union representative shall be released. If the release cannot be granted because of workload considerations, the supervisor shall advise the Union representative when the release would be appropriate. If a denial of official time occurs due to workload considerations, Employer will grant reasonable extensions for functions where the Employer has authority to grant an extension (e.g., negotiations, grievance, etc.). Where the Employer has no authority to grant an extension, the Employer agrees not to deny official time except for emergency situations. Emergency situation is defined as staff /child ratio falling below that required by AFI 34-248, paragraph 4.1 or other mutually agreed upon situation.
- c. When the Union representative intends to meet with employees in another work area, the representative's supervisor shall make arrangements for such meeting with the first level supervisor of the employees involved, subject to workload conditions.
- d. Upon release, applicable portions of the Official Time Form will be completed by the supervisor and the Union representative.
- e. Upon entering a work area other than their own to meet with unit employee(s), the Union representative shall advise the immediate supervisor of his/her presence, the employee(s) to be contacted, and estimated duration.
- f. Upon completion of authorized Union-Management business, the Union representative shall advise the immediate supervisor of the contacted employee(s) of his/her departure.

g. Upon return to the work area, the Union representative shall advise the supervisor of his/her return. The supervisor shall sign the representative in on the Official Time Form and retain the form for accounting purposes. The Union representative shall be given a copy of the completed form.

h. 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 through contact with the steward's supervisor. The management official arranging such meetings shall provide to that supervisor 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 5, Grievance Procedure.

SECTION 4.07: LABOR RELATIONS TRAINING

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. Official time for this purpose shall not exceed 5 person days per fiscal year, per steward. This time does not accumulate from year-to-year. The Union shall submit requests for official time to the employer normally at least 20 workdays prior to the proposed release for said training. Such requests must also include the names of the employees and agenda of the training concerning the content and schedule of such training.

b. Official time will be approved except in cases where the absence of an employee would significantly interfere with the employer's mission. When disapproval occurs for this reason, the reason for disapproval will be furnished to the Union at the time of disapproval.

c. Up to two stewards/officials will be authorized as observers at ULP hearings or at an arbitration hearing for training purposes, subject to b above. A steward may attend up to two hearings per year for training purposes.

d. Training provided by the Employer pursuant to EO 12871 and partnership will not be counted against Section 4.07 entitlements.

SECTION 4.08: OFFICIAL FACILITIES

a. In the spirit of partnership and better labor-management relations, upon mutual agreement as to location the Union will be provided space, access to a telephone, on-line publications libraries, and base email

capability, within Building 5510 and 3904 in area readily accessible to bargaining unit members. The purpose of the space will be to provide a work area affording reasonable privacy for Stewards to work on grievances, provide assistance to bargaining unit members, and receive documents. It is understood there is no intention to deviate from the definition of Official Time under this agreement. The Union will be allowed use of the base mail system in accordance with established regulations to distribute official correspondence and related information of interest to bargaining unit members. Information that is defamatory, political or concerning internal Union business will not be sent through the base mail or email system.

b. Union representatives will be permitted to use government telephone for local calls when conducting labor-management relations. The closest phone that provides reasonable privacy will be utilized. The Union acknowledges that all government email and phone systems are subject to monitoring for security 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 in accordance with applicable laws.
- c. An employee against whom written disciplinary action is proposed is entitled to
 - (1) At least 15 days advance written notice before disciplinary action is imposed, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, stating the specific reasons for the proposed actions.
 - (2) Be represented by an attorney or other representatives.

SECTION 5.02: NONDISCIPLINARY COUNSELING

- a. The parties recognize the Employer has the obligation and responsibility to conduct non-disciplinary counseling's to meet regulatory requirements or to correct misconduct that does not warrant discipline as defined above. These counseling's may be verbal or written as required by the Circumstances involved.
- b. The parties agree these counseling's, if written and entered into the employee's 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's may remain in the 971 for up to one year. If the employee is subject to a second counseling regarding the same issue within one year, then both counseling's may remain in the 971 for two years from the date of the original 971 entry.

SECTION 5.03: NONFORMAL 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 knowledgeable 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. 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 interview arises only when the employee specifically requests union representation.
 - (2) 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. Notices of Final Decision will further advise the employee of his/her right to appeal or grieve as appropriate. Upon request of the employee, 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. In the case of suspension for more than 10 days, downgrade or removal, the employee may request a one-time 15 day extension which will be automatically granted.
- c. The decision to take action must be based on the charge(s) stated in the Notice of Proposed Action.
- d. The affected employee or his/her representative upon request will be provided a copy of all material replied upon, including the summary of any oral response, to support the 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 971 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 15 calendar days of receipt of the action.

SECTION 5.06: WRITTEN REPRIMANDS, SUSPENSIONS, DOWNGRADES 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, and submit with his or her response any supporting statements or documents to the

supervisor designated to hear the reply within 15 calendar days of receipt of the Notice.

c. Normally the Employer shall issue a written decision within 45 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 15 calendar days of receipt of the Notice of Final Decision.

e. This Section does not apply to emergency suspensions where 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 reflect unfavorably on the public perception of the Federal Service. In such cases, actions will be taken consistent with applicable laws. (See section 5.12)

SECTION 5.07: RECORDS OF DISCIPLINARY ACTIONS

a. Records of disciplinary action will be maintained as described below.

(!) Oral Admonishment.up to 1 year in 971 Folder*
(2) Reprimand.....up to 2 years in 971 Folder
.....2years in Official Personnel Folder (3)
Suspension.....up to 2 years in 971 Folder
....AF Form 2545 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 3 days of notification of the third party decision.

SECTION 5.03: GRIEVANCES AND APPEALS

All disputes under this Article will be processed under the Negotiated Grievance Procedure. 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 or providing additional response periods. The employee may subsequently file a written grievance at Step 1 of the Negotiated Grievance Procedure within 5 calendar days 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

The parties recognize that last chance agreements are a useful tool to afford an employee an option between rehabilitation and discipline. Upon request of the union, the parties at the local level will negotiate over the implementing procedures for last chance agreements.

SECTION 5.12: ALLEGATION OF CHILD ABUSE OR NEGLECT

In accordance with AF! 34-248 chapter 8. I 1 para.8.11.2 & 3 and AF checklist H 10, CDC staff that is suspected of child abuse or neglect will be removed from the facility immediately. Management reserves the right to either place the employee away from child care in another Services activity or on Administrative Leave until investigation is completed.

Employer reports all suspected child abuse or neglect to the major command specialist, the Family Advocacy Office, Office of Special Investigations and in some instances the OK Department of Human Services. The attached Memorandum of Understanding between OK Department of Human Services (OKDHS), Child Welfare Services and Tinker AFB OK instructs that all reported cases of child abuse or neglect is reported to OKDHS. The OKDHS is mandated by state law to investigate all suspected child abuse and neglect referrals.

Staff that violate the child guidance policy arc not permitted access to children until retrained. Substantiated cases of child abuse or neglect will be grounds for immediate termination.

ARTICLE 6

NEGOTIATED GRIEVANCE PROCEDURE

SECTION 6.01: SCOPE AND COVERAGE

This Article shall constitute the sole and exclusive procedure available to the Employer, the Union, and the 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, any matter involving working conditions, or any matter involving the interpretation and application of policies, regulations, instructions, and practices of the employer. The Union recognizes that determinations made by Oklahoma Department of Human Services (OKDHS) and other outside agencies regarding child abuse/neglect are not in the employer's control but the action that management takes in response to OKDHS determinations is within management's control.

SECTION 6.02: OPTIONAL USE OF STATUTORY APPEAL PROCEDURES

Selection of the negotiated procedure in no manner prejudices the right of an aggrieved employee to request the Equal Employment Opportunity Commission (EEOC) to review a final decision in any matter involving a complaint of discrimination of the type prohibited by any law administered by the EEOC.

SECTION 6.03: 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 2 of this procedure. If the grievance is alleged to be subject to statutory appeal procedures, except as modified by Article 5, Discipline, 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 6.04: EXTENSION OF TIME LIMITS

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 President, or a designated representative, and the Employer's Human Resources Officer, or a designated representative.

Management's failure to respond or meet will permit the grievance to be elevated to the next step of the grievance procedure.

SECTION 6.05: UNION OBSERVER AT GRIEVANCES WHERE EMPLOYEES REPRESENT THEMSELVES

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

SECTION 6.06: 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 6.07: NEGOTIATED GRIEVANCE PROCEDURE FOR EMPLOYEE GRIEVANCES

a. An employee with a potential grievance within the control of the employer will obtain a Standard Grievance Form (SGF) from the supervisor or the union complete Part I and present the SGF to the supervisor within 15 calendar days of the date of the management action giving rise to the potential grievance or reasonable awareness of such action or occurrence. The employee will inform the supervisor of the nature of the complaint. The employee may request consultation with the designated union representative on the SGF. Where the employee elects to consult with a Union Representative, the Employer agrees not to discuss the grievance until the union representative is present. If the employee elects not to consult with a Union Representative, the supervisor is free to discuss or resolve the matter with the employee outside the Union's presence.

b. The first level supervisor will do the following:

- (1) Provide a receipted copy of the SGF form to the employee at the time it is presented.
- (2) Forward a copy of the SGF form to the Union within 3 workdays.
- (3) Forward the SGF form to the designated management official (DMO) designated to hear grievances within 3 workdays. The DMO to whom the grievance is referred must not be the official who took the action.
- (4) Contact the supervisor of the designated Union steward within 3 workdays to coordinate the steward/employee meeting. If no steward is designated in that area, the supervisor will contact the Union office. Grievance preparation will be conducted as near the work site as possible in reasonable privacy, e.g., a conference room, vacant office, etc.

c. The DMO will arrange for the Step 1 meeting to be held within 15 calendar days of his/her receipt of SGF unless otherwise mutually agreed. Prior to the beginning of the Step 1 meeting the employee shall affirm in writing the election of the formal negotiated grievance procedure as opposed to statutory procedures. This is the event which formally creates the grievance and prior to this time no grievance will be deemed to have been officially filed with management. 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. If the DMO determines he/she does not have the requisite authority to resolve the grievance, the DMO will forward the grievance within 3 calendar days after his/her receipt of the grievance or the meeting to the management official with the requisite authority to make a decision, if the grievance is timely forwarded with the 3 calendar days, the management official with the requisite authority will have 7 calendar days from receipt of the referred grievance to arrange and conduct a meeting.

d. Immediately prior to the end of Step 1 meeting the grievant and the Union representative will complete Part II of the SGF and return the SGF to the DMO. The DMO will provide a copy of the updated SGF 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 grievant within 7 calendar days of the Step 1 meeting unless otherwise mutually agreed. Rationales for grievance decisions will be provided commensurate with the issues framed in the grievance.

f. Step 2. If the DMO denies the grievance at Step I of the NGP the grievant may elevate the grievance to the 72 Mission Support Group Commander, or his/her designee. The Grievance must be received in the servicing NAF Human Resources Office within 15 calendar days of receipt of the Step I decision

(1) The Step 2 grievance packet must include the SGF form and any management responses received prior to submission to Step 2 of the NGP. New issues not raised as part of Step 1 process, shall not be raised.

(2) If either party desires to hold a meeting, such meeting will be held within 15 calendar days. The Commander or their designee will issue a written decision to the union representative within 15 calendar days of receipt of the grievance, or within 15 calendar days of the Step 2 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 6.08: UNION OR EMPLOYER GRIEVANCES

For grievances between the Employer and the Union the following procedures apply.

a. If the Employer is aggrieved, their representative shall file a written grievance with the president of the Union local representing bargaining unit employees at that particular activity within 15 calendar days of 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 15 calendar days from the date of submission of the grievance, to discuss the matter. Within 15 calendar days from the date of the meeting the Union shall render a decision, in writing, in the matter to the Commander. Rationales for grievance decisions will be provided commensurate with the issues framed in the grievance. The Union agrees to furnish the Employer a final written decision concerning the nongrievability or nonarbitrability of a grievance, within the time limits provided for the written decision in this procedure. 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, the president or their designee of AFGE Local shall submit the grievance in writing to the Commander or designee of the Employer within 15 calendar days of the act or awareness of the

act causing the grievance. The Commander or designee shall contact the President of the AFGE local, or designee, within 15 calendar days to ascertain whether the Union wishes to meet over the matter. If either party desires to hold a meeting, such meeting between the Local Union President, or designee and the Commander or designee will be held within 15 calendar days from the date of receipt of the grievance.

(1) Within 15 calendar days of the date the grievance was received by the Commander or designee or within 15 calendar days of the date of the meeting, the Commander or his/her designee shall render a written decision to the local Union. Rationales for grievance decisions will be provided commensurate with the issues framed in the grievance. 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 this procedure.

1. If the decision fails to resolve the grievance, the Union may submit the issue to arbitration in accordance with Article 7.

SECTION 6.09: 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 otherwise in a duty status.

ARTICLE 7 ARBITRATION

SECTION 7.01: INVOKING ARBITRATION AND ESTABLISHMENT OF PANEL

a. The following procedure will apply when invoking arbitration: if the Union wishes to invoke arbitration, the Local Union President, or designee, must present to the activity Human Resource 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. If the Employer wishes to invoke arbitration, the Services Director, or designee, must present to the Local Union President a written request for arbitration within 30 calendar days of receipt of the decision, or in the absence of a decision, the date a decision was due. Within 15 days, the party receiving the notice of intent to invoke shall discuss disposition of the grievance with the party providing notice of intent. These individuals will decide whether the matter may best be resolved through local mediation or negotiation, expedited arbitration or regular arbitration. If the parties have not resolved the matter within 10 days or do not mutually agree to a further extension the invoking party will proceed to the arbitrator selection process using one of the procedures below.

b. The parties will exchange a list of arbitrators. If more than three of the same names appear on each list, then the first three names, alphabetically by last name, will be the first persons invited to comprise the panel of arbitrators. If less than three names appear on both lists, then all of the arbitrators whose names appear on both lists will be invited to join the panel. To fill any remaining spaces on the panel, and to fill vacancies arising prior to the time for creation of a new panel, the parties shall flip a coin. The winning party shall select a name from one of the lists. The losing party shall make the second selection. The winning party shall make the third and all odd-numbered selections thereafter.

c. Selection of Arbitrators. An alphabetized list of 3 arbitrators will be established to be used in a fixed rotation for both expedited and regular arbitration. Once the list is established it will remain in force for 12 months from the date the list is established. By mutual agreement the parties can extend the list for periods of 12 months from the anniversary date from the date the list is established. The alphabetical rotation for selection of an arbitrator will be followed for expedited arbitration, with reverse alphabetical rotation for regular arbitration. Either party may strike one arbitrator from the list during the 12 month duration of the list. By mutual agreement the parties may strike any or all names from the list.

SECTION 7.02: EXPEDITED ARBITRATION

a. GENERAL. Awards rendered in this expedited procedure will have no precedential value.

b. The following issues are usually appropriate for expedited arbitration:

- (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) Appraisals
- (9) Parking
- (10) Shift/Work Assignment
- (11) Loans

b. 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 within seven days of 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.

c. The parties will exchange a list of arbitrators. If more than three of the same names appear on each list, then the first three names, alphabetically by last name, will be the first persons invited to comprise the panel of arbitrators. If less than three names appear on both lists, then all of the arbitrators whose names appear on both lists will be invited to join the panel. To fill any remaining spaces on the panel, and to fill vacancies arising prior to the time for creation of a new panel, the parties shall flip a coin. The winning party shall select a name from one of the

lists. The losing party shall make the second selection. The winning party shall make the third and all odd numbered selections thereafter.

d. Arbitrator Fees. Arbitrators under this procedure will be compensated at their scheduled rate or \$1,000, 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 parties.

e. Arbitrator's Awards. Arbitrators under this procedure will issue their awards either:

(1) from the bench at the close of the hearing, and confirmed in writing within 3 calendar days
close of the hearing

or

(2) in writing within 5 calendar days after the close of the hearing.

SECTION 7.03: REGULAR ARBITRATION

a. The parties shall select an arbitrator using the following methods: The party invoking arbitration may decide the parties will select an arbitrator from the standing regular arbitration panel or may mail, together with any required fee, the appropriate form/letter requesting a panel of seven arbitrators to the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) with a copy to the other party.

Within 30 days of invoking arbitration.

b. Arbitrators from the standing panel will be selected in reverse alphabetical order. If not using a member of the standing panel, within 30 days of receipt of the list, representatives of the parties shall meet to select an impartial arbitrator. Failing to reach agreement on one of the names on the list, representatives of the Union and the Employer shall alternatively strike one arbitrator's name from the list of arbitrators until only one name remains. Initial striking shall be determined by chance. The remaining name shall be the duly selected arbitrator. If a party refuses or fails to participate in the arbitrator selection process within 45 calendar days of the transmittal date of the list, the party invoking arbitration has 10 days to request a direct designation of an arbitrator or the request will be considered stale and the grievance closed. FMCS/AAA is empowered to grant the request.

c. 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 7.04: 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. The arbitration hearing shall be held during normal working hours.

SECTION 7.05: ARBITRATOR FEES AND EXPENSES

- a. The fee and expense of the arbitrator shall be borne equally by the parties.
- 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 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 7.06: 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 unless mutually agreed otherwise. 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 7.07: PROCEEDINGS - ARBITRATOR'S AUTHORITY- AWARD

a. 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 law and 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 the law and regulation.

e. Any dispute over the application or interpretation of an arbitrator's award, including remanded awards, shall be returned to the arbitrator for settlement.

SECTION 7.08: WITNESSES

a. The Employer agrees that a reasonable number of relevant witnesses, who are employees of the Employer and who are otherwise in a pay 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, shall 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.

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 witness is free to refuse to cooperate in the interview.

(3) 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, except where the representative and the witness are assigned to the same work area

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, periodic dues including deductions for the AFGE Dental Insurance, AFGE Life Insurance, or combinations thereof, 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

An allotment may be submitted to the NAF Payroll 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." Where such forms are unavailable or where the employee declines to use such form, a written, signed, and dated statement from the employee authorizing revocation of his/her voluntary allotment will be sufficient. SFs 1188 or such written revocation shall be forwarded to NAF Payroll. Effective date of such revocation shall be as set forth in Section 8.06b below.

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 NAF Payroll Section 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 whom 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 NAF Payroll Section 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 NAF Payroll Section when such revocation is submitted to the Union.

SECTION 8.05: MANAGEMENT RESPONSIBILITIES

a. Management will be responsible for insuring that the NAF Accounting Office 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 therefore (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 NAF Human Resource 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. The NAF Payroll Section and the NAF Human Resource Office will be supply points for employees in the bargaining units to get SFs 1188.

d. 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.

e. Management will publish the following notice in January of each year: Notice to AFGE Unit Employees Concerning Union Dues

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

Employees wishing to discontinue their dues withholding may obtain SF 1188s from the NAF Payroll Section or the NAF Human Resource Office. Discontinuance of dues withholding will be effective as follows:

(1) For an employee who began dues withholding allotments before 11 January 1979: Beginning the first full pay period following 1 September provided the SF 1188 is received by the NAF Payroll Section prior to 1 September.

(2) For an employee who started dues withholding on or after 11 January 1979: 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 NAF Payroll Section. Dues may be revoked on employee applicable dates indicated below:
b. Revocation of dues by	Ø For an employee who began dues withholding allotments before 11 Jan 1979: Beginning the first full pay period following 1 September provided the SF 1188 is received by the NAF Payroll Section prior to i September. Ø For an employee who started dues withholding on or after 11 January 1979: 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 notification by the NAF Payroll Section.	Beginning of first pay period after date of receipt of
d. Termination due to loss of exclusive recognition on which following loss of recognition on which allotment is based, or termination by an appropriate authority outside the Department of Defense.	Beginning of first pay period following loss of recognition.

e. Termination due to separation (a) If action is effective the first movement outside unit of recognition day of a pay period, termination allotment will be at the end of The preceding pay period.

(b) 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 Beginning of first pay period after date of receipt of notification the NAF withholding. Payroll Section.

SECTION 8.07: CHANGES IN DUES AMOUNTS

AFGE Local 916 may change the amount of membership dues deducted per employee (including add-on insurance premium deductions). The president of the AFGE Local 916 shall forward a certification to the activity NAF Payroll 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 NAF Payroll Section. or on a later date if specified by the Union. The NAF Payroll 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 unless a clerical error is made and both parties mutually agree that recoupment is necessary to correct the error.

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 remit dues deductions monies to the Union no later than the Thursday following employees pay date together with a listing of employees for whom deductions were made.
- b. 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 AFGE 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 SF 1187 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

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.

SECTION 9.02: MEDIA ACCESS TO UNION OFFICIALS WITH ON BASE UNION OFFICES

- a. At the request of the Union president or designee media access to on base Union President's Office will be granted by the employer unless prohibited because of internal security reasons.
- b. Request, for media access, by the Union will be made to the Public Affairs Office.
- c. Normally at least 24 hours' notice will be given but not less than 1 hour unless otherwise mutually agreed.
- d. The Union and Management are obligated to escort media personnel to/from Union facilities unless mutually agreed otherwise.
- e. Media interviews with Union officials at on base Union facilities will be conducted without employer's presence, unless mutually agreed otherwise.

SECTION 9.03: ON-LINE PUBLICATIONS

At the request of the Local President and when capability exists, access to on-line libraries for AF, AFMC, and local publications will be provided to the Union consistent with agency security procedures. Hardware and commercial software required for access will be the responsibility of the Union unless mutually agreed otherwise at the local level. Access to on-line libraries will not be used to transmit defamatory, political, or internal union business information.

ARTICLE 10 PARTNERSHIP COMMITMENT

SECTION 10.01: PHILOSOPHY

Both parties expect full involvement by the other. The goal of both parties is to fully protect the rights of our workers and develop a Union/Management teamwork. Management recognizes the Union's role as the employees' exclusive representative in all matters affecting working conditions and will not interfere with that responsibility.

SECTION 10.02: PARTICIPATION

Union representatives will be provided the opportunity to participate in process improvement teams. Such teams may not modify written agreements between the Union and the Employer.

ARTICLE 11 SOLICITATIONS

The Employer agrees to ensure that no employee is subject to any compulsion, harassment, coercion or reprisal in connection with the solicitation of voluntary contributions. Employees may participate in fund raising efforts by submitting sealed, unmarked envelopes provided by the Employer. The intent is for individual employees not to be placed in a situation where they are required to give a yes or no answer to the solicitor, nor will they be contacted a second time after their initial participation. No list will be kept showing employees' names or amounts of contributions except by officials responsible for the accounting process. No such information will be displayed or disclosed to unauthorized persons.

ARTICLE 12 REASSIGNMENT AND PROMOTION

SECTION 12.01: GENERAL:

It is agreed that the Employer will use the skills and abilities of bargaining unit employees to the maximum extent possible in accordance with law. All actions under this Article shall be made without regard to political or religious affiliation, marital status, race, color, sex, national origin, age, or nondisqualifying handicap as required by applicable law.

SECTION 12.02: SCOPE AND COVERAGE OF ARTICLE

This Article applies to positions within the bargaining unit which the Employer fills by internal reassignment and promotion procedures. Bargaining unit employees will be considered for all positions for which they are eligible and for which they have completed the required training and time in grade in accordance with applicable regulations.

SECTION 12.03: VACANCY ANNOUNCEMENT

- a. All open CDC (NAF/APF) positions will be posted on official bulletin boards at each CDC center as soon as possible as the agency is aware of the open position. The local Union will be provided one copy of such announcement by the Human Resource Office.
- b. Managers with vacancies will consult with the Human Resources Office to assure that consideration is given to bargaining unit employees prior to a determination to go to outside sources.
- c. The Employer will make reasonable accommodations for additional computers to be available to be utilized by employees to apply for CDC positions on duty time. Employees will be allowed no more than 45 minutes without staff assistance per job application to enter their personal data and to complete the questionnaire; however, the Resume will be prepared in a non-duty status.

SECTION 12.04: CONTENT OF VACANCY ANNOUNCEMENTS

Vacancy announcements will provide a summary statement of duties, identify appropriate tests required, and provide a statement of the basic qualifications for each vacancy. Any changes made by the Employer in the basic qualifications for an announcement vacancy will require that the vacancy be reannounced.

SECTION 12.05: NONCOMPETITIVE PROCEDURES

Except where otherwise governed by the terms of this Agreement, noncompetitive promotions will be accomplished in accordance with applicable regulations.

SECTION 12.06: INTERVIEWS FOR NEW HIRES

Management will review all available applications and determine method of interview i.e., personal interview, telephone interview, records review or any combination thereof.

SECTION 12.07: NOTIFICATION OF SELECTION/ NONSELECTION

When a selection is made, the selecting management official will indicate selection on the promotion profile, and will notify nonselected candidates who were interviewed of their nonselection. If requested by a nonselected employee, the supervisor will explain the reasons for the selection made to the employee, within five workdays of the request.

SECTION 12.08: ACCESS TO REASSIGNMENT OR PROMOTION INFORMATION

Employees or their designated representative may request the following information concerning specific reassignment or promotion actions in which they are individually affected. This information will be made available to the employee and the Union representative upon request to the servicing Human Resource Office.

- a. Whether the employee was considered for reassignment or promotion to a specific bargaining unit position, and if so, whether the employee was found eligible for the position on the basis of minimum qualification standards and other evaluation factors.

b. Whether the employee was among the best qualified candidates referred on the promotion certificate; if not, the highest progression level reached by the employee in the screening process, if applicable.

c. Who was selected for the vacant position in question.

SECTION 12.09: POST AUDIT OF PROMOTION ACTIONS

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

SECTION 12.10: NONCOMPETITIVE PROMOTION AND REASSIGNMENTS

a. Employees who have competed and were selected for positions with known promotion potential will be promoted when the following conditions are met:

1. The employee has been fully trained to perform the duties of the targeted or next higher grade.

2. The employee has appropriate length and type of experience required by rule or regulation and time-in-grade if applicable.

3. The supervisor upon the recommendation of the Training & Curriculum Specialist certifies the employee is capable of performing duties at the next higher grade level.

b. Certification by the supervisor and other management personnel required by this article shall not be unreasonably delayed.

c. The reassignment or promotion would be effected at the beginning of the first pay period following receipt of AF Form 2548. Request for Personnel Action, by the Human Resource Office.

ARTICLE 13 TEMPORARY PROMOTION

SECTION 13.01: TEMPORARY PROMOTIONS

When a NAF employee is assigned to a higher graded position or the grade controlling duties of a higher graded position for 30 consecutive calendar days, the employee shall be temporarily promoted into and receive the rate of pay of that position commencing on the 31st day. Temporary promotions may be made noncompetitively, voluntarily or non- voluntarily, when an employee's services are needed in a higher grade or pay band position, and the employee meets the qualification requirements for the position. The supervisor will submit the AF Form 2548, REQUEST FOR PERSONNEL ACTION, to the Human Resource Office for processing.

SECTION 13.02: TEMPORARY PROMOTION LITMITATIONS

- a. A temporary promotion must be expected to last a minimum of 2 pay periods (4 weeks) and may not extend beyond 6 months.
- b. An employee, temporarily promoted, will not suffer a loss in guaranteed hours when the promotion is non-voluntary.
- c. An employee, temporarily promoted, will return to his or her previous position at the end of the temporary promotion unless permanently promoted through the competitive process.

SECTION 13.03: FIRST CONSIDERATION

First consideration for all temporary promotions will be based on seniority, capability and whether the employee is a volunteer for the position or not.

ARTICLE 14 REPROMOTION OF DOWNGRADED

EMPLOYEES

SECTION 14.01: PRIORITY CONSIDERATION

a. Employees who have been downgraded, through a business based action (BBA) without personal cause and not at their own request shall be entitled to restoration of their previously held position within the same NAF activity in which the downgrade occurred prior to a vacancy being filled by competitive promotion under Article I 2. Such employees shall be entitled to priority referral and restoration only to vacancies for which the downgraded employee is qualified up to the grade level or the equivalent level of the position from which downgraded.

b. 72 MSG/SY agrees to establish an ad hoc committee where it is deemed appropriate, to review union identified inequities/problems concerning the repromotion of downgraded employees.

(1) This team will consist of equal representation from Management and the Union.

(2) Recommendations of this team will be made to the Commander.

SECTION 14.02: REFERRAL OF CANDIDATES

The HRO will maintain a listing of all employees affected under a BBA and will ensure the list is referred to the selecting management official along with the competitive promotion certificate. All qualified eligibles will be referred.

SECTION 14.03: SELECTION

Selection from among those eligible will be mandatory, unless persuasive reasons for non-selection are provided in writing to the Human Resources Officer or designee. A repromotion eligible who declines consideration or selection is removed from consideration at that grade or lower.

ARTICLE 15 EMPLOYEE PERFORMANCE

SECTION 15.01: GENERAL

a. The parties recognize that increased productivity benefits both employees and the Employer. The Employer will encourage employee productivity through both monetary and non-monetary means in accordance with the Performance Evaluations, Incentive Awards and Recognition and Suggestion Program contained in AFMAN 34-310. The Union and Employer will mutually strive to enhance productivity through improving and maintaining a quality working environment. AFGE Local 916 will be invited to attend any and all plenary sessions relative to any innovative programs designed to enhance/increase productivity or improve the quality of the work environment.

b. The Performance Evaluations, Incentive Awards and Recognition and Suggestion Program performance management program will be administered in accordance with AFMAN 34-310, 1 Dec 95, and the provisions outlined in this article. This program will be managed without regard to politics, race, color, religion, age, sex, marital status, national origin, or handicapping condition. Required or predetermined distributions of performance ratings are prohibited.

SECTION 15.02: PERFORMANCE EVALUATION

a. The purpose of this article is to establish the basis for evaluating employees. Such ratings will be used for:

- (1) Competitive promotion
- (2) Reassignments
- (3) Selection for training that results in enhancement of career growth.
- (4) Within grade increases.
- (5) Performance awards.

b. Employees will be given a copy of their position description/position guide upon entry into a new position or any time changes are made to the duties and responsibilities/performance standards.

c. The parties recognize performance standards prescribe the quality, quantity, and timeliness of job performance that are essential for fully satisfactory performance in a specific position. Standards are defined in measurable, realistic and reasonable terms for those major tasks and functions specified for the position. They represent a level that a competent employee can be expected to achieve.

d. A critical performance standard is defined as a work assignment or responsibility of such importance that unacceptable performance on the element would result in a determination that the employee's overall performance is unacceptable.

e. Performance standards are used to measure the performance of the employee against the duties and responsibilities in the position description/position guide. Performance standards will be established for each major duty that is essential to successful performance. They must be reasonable and of such a nature that an employee meeting the minimum qualification standards for the position can be expected to perform satisfactorily within a reasonable time after assignment to the position. They should be sufficiently high to assure an efficient operation, but not so high that outstanding performance is beyond the achievement of a competent employee. The performance standards for each performance element must be defined in measurable terms, be job related, meet higher authority criteria and be applied in a fair and valid manner. Exceptions will be permitted where the law authorizes the use of absolute standards.

f. Supervisors will meet with individual employees periodically during the appraisal cycle to discuss the employee's performance in relation to the performance standards of the job. These discussions may also include the adequacy of the performance standards and any changes the supervisor may make to those standards. The performance feedback sessions will follow the outline of AF Form 3527 and will be annotated in the employee 971 to include performance improvement needed against any critical performance standard(s). The employee will be afforded the opportunity to initial the comments sheet prior to entry into the 971, acknowledging the comments. The employee's initials will not signify agreement with any feedback comments. A copy of the feedback will be provided to the employee at the time of the feedback session.

g. Employees, upon request to their supervisor, will be provided the opportunity to discuss their performance at any time during the rating period, as well as at the time the supervisor meets with them to discuss their overall rating at the completion of the rating period.

h. An employee's annual rating will be the result of the application of the standards against performance as described above. The annual rating will be recorded on an AF Form 3527, NAF Employee Performance Evaluation, with a copy provided to the employee immediately following the annual performance rating discussion.

i. Employees are allowed and encouraged to provide ideas, comments, or recommendations relating to duties and responsibilities and performance standards to supervisors for consideration at any time or when the position description/position guide is being changed. Any employee's written input will be retained in the Supervisor's Work Folder (commonly referred to as AF Form 971), for the life of the plan. At the time a performance plan is issued, employees will be

given the opportunity to review and discuss the duties and responsibilities and performance standards with the supervisor including the consideration that was given to their input and recommendations. Further, upon an employee's request, the supervisor will provide clear guidance on what is required to exceed the performance standards elements of the employee's position description/position guide. A copy of the guidance approved by the supervisor, and acknowledged by the employee, will be provided to the employee, and a copy placed in the Supervisor's Employee Work File, it is recognized that the final determination of duties and responsibilities and performance standards rests with management.

j. In rating the appraisal factors, the Employer will take into account mitigating factors such as availability of resources, equipment lack of training, or frequent authorized interruptions of normal work duties.

k. Employees who perform Union representational services on official time as authorized by law, and do not meet the minimum time requirements prescribed for performing management assigned duties listed in their position description/position guide for an annual appraisal, shall be appraised in accordance with the guidance prescribed by AFMAN34-310.

l. Authorized time spent performing Union representational functions will not be considered as a negative factor when evaluating any element.

SECTION 15.04: PERFORMANCE PROBLEMS

a. To maintain a quality civilian workforce and encourage employees to strive for top performance, supervisors should take positive action as soon as a performance problem is observed. At any time during the performance appraisal cycle an employee's performance in one or more performance standards becomes less than acceptable, the supervisor will initiate an opportunity period in accordance with guidance provided in AFMAN 34 310, para 7.1.4.1. A regular or flex employee placed on a Performance Improvement Plan will be afforded no less than 60 days to improve work performance to acceptable levels. If there is a marked improvement in their work performance, the Employer will extend an additional 15 days. Written Warning (Performance Improvement Period), to give the employee a reasonable amount of time to demonstrate acceptable performance. This means an amount of time commensurate with the duties and responsibilities of the employee's position sufficient to allow the employee to show whether he or she can perform acceptably to the standards.

b. The supervisor will help the employee improve performance during the opportunity period. This can include supervisory instruction and counseling, personal demonstration, peer coaching, frequent reporting, special assignments, on-the-job training, etc. Although not required by regulation, formal training may be provided. This training should be given a sufficient high ranking within the appropriate training priorities.

c. If the employee's performance continues to be unacceptable in one or more critical elements after the opportunity to improve period has expired, the supervisor may take one or more of the following actions in accordance with appropriate regulation. The rule of progressive action should be considered to the extent consistent with law, rule and regulation. Selection of the action to be taken shall not be based on arbitrary or capricious reasons.

- (1) Reassignment (regular or flexible category)
- (2) Denial of within grade increase (regular or flexible)
- (3) Reduction in grade (regular only)
- (4) Removal (regular only)
- (5) Termination (flexible only)

d. provide the employee a reasonable opportunity to improve performance as follows:

- (1) Upon determining that the employee is performing at an unacceptable level in regard to one or more critical elements, his/her immediate supervisor shall meet with the employee and identify, in writing, the elements which are not properly being performed, the minimum level of acceptable performance, and the exact manner to which the employee can meet the supervisor's expectation.
- (2) The employee shall be given a reasonable time to demonstrate acceptable performance, in accordance with 15.04(a) above.
- (3) If during the opportunity period, the employee demonstrates acceptable performance, all references to unacceptable performance shall be removed from the employee's personnel file after completion of the rating period.
- (4) If the employee's performance improves to an acceptable level during the advance notice period of removal or demotion after having failed an opportunity to improve period, and continues to be acceptable for 1 year from the beginning date of the advance notice period, the Employer will remove any records of less than acceptable performance from the employee's records.

e. If during the notice period, the employee demonstrates acceptable performance, the Employer must consider such performance and may rescind the notice of proposed action.

SECTION 15.05: WITHIN-GRADE INCREASE

- a. Within-grade increases (WGIs) will be processed in accordance with guidelines set forth in law and governing regulations. Denial of a within- grade-increase will be based solely on the employee's performance.

(1) An employee whose WGI has been withheld may ask for reconsideration by a third party official who has no involvement in the rating process over the employee. If an employee is unable to write, a verbal request for reconsideration will be accepted.

(2) The reconsideration official shall decide the merits of the case based upon information provided orally or in writing by the employee information provided by the supervisor(s) involved.

(3) The reconsideration official must notify the employee of his/her final decision in writing as soon as possible, but not later than 30 calendar days after receipt of the request for reconsideration.

b. If requested in writing by the employee or the employee's designated representative, a copy of all pertinent documents relating to the negative determination contained in the employee 971 file will be provided.

c. If a negative determination is sustained by the reconsideration official, the employee may appeal the decision to the next level supervisor of the supervisor who initially made the denial of WIGI decision.

SECTION 15.06: SUPERVISORY APPRAISALS

Supervisory appraisals of current performance and/or potential, when used in the promotion process, will be shown and discussed with the employee upon completion. The applicable appraisal factor ratings on the AF Form 3527 shall be reasonably consistent with the performance element ratings and any resultant performance award. Such appraisals must meet applicable criteria for employee selection procedures as required by the applicable laws and regulations. Copies of such appraisals will be provided to the employee at the time the appraisal is being discussed.

SECTION 15.07: PERFORMANCE STUDIES

Studies relating to appraisals of unit employees will be brought to the attention of the appropriate level of the Union for bargaining to the extent consonant with law.

SECTION 15.08: MEDICAL ISSUES

If an issue is raised concerning whether an employee's unacceptable performance is caused by a medical condition, the procedures contained in 5 CFR Part 432 or other appropriate regulations shall govern.

SECTION 15.09: COMPLIANCE WITH LAW

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

SECTION 15.10: EMPLOYEE DISSATISFACTION

Any employee dissatisfied with any aspect of the employee performance procedures outlined in this Article such as periodic performance review, annual rating, etc. may file a grievance under the provisions of Article 6. An employee does not forfeit the opportunity to grieve his/her appraisal by not grieving periodic reviews that may have affected that appraisal.

ARTICLE 16 REDUCTION IN FORCE (*RIF*)

SECTION A: NOTIFICATION REQUIREMENTS

1) At the earliest feasible date, and prior to notification of affected employees, the Employer will notify the Union of the proposed Implementation date of a Reduction in Force (RIF) and/or transfer of function activity where ***one*** more unit employees are identified to be reduced in grade or separated by reduction in force procedures.

2) The Employer agrees to provide the following information as soon as it is available to the Union:

- (a) The reason for the RIF or transfer of _____ function.
- (b) The numbers, types and grades of employees involved.
- (c) The anticipated effective date of the _____ action.

3) The Union may designate one representative who will be permitted to review RIF notices and placement actions pending issuance by the Human Resources Office. All persons who have access to RIF information will maintain the confidence of the information until such information is officially released. This does not preclude the Union representative(s) designated in accordance with this Section from discussing the RIF and information pertaining thereto with the AFGE Local 916 President who will also abide by the confidentiality requirement.

SECTION B: REDUCING IMPACT OF RIF

1) In the event of a RIF, existing vacancies will be utilized to the maximum extent possible to place employees in continuing positions in order to minimize adverse actions and reduce separations.

2) Once the decision has been made to conduct the RIF the Employer shall identify those employees eligible for retirement in the affected activity and shall solicit those individuals in order to minimize RIF positions. Upon request, the Employer will provide the Union information and consider recommendations concerning selection criteria for early retirement and associated incentives to be offered to bargaining unit employees.

3) At such time as a RIF has been announced, the Employer shall meet individually with affected employees eligible for optional or involuntary retirement and who request it to explain its benefits.

SECTION C: RIF PLACEMENT

1) The Employer, consistent with mission requirements, shall make a maximum effort to waive qualification requirements in assignments to vacant positions during reductions in force.

2) Employees whose qualification requirements were waived and placed in a position with different duties from those previously performed will receive job related training as determined necessary by the Employer to enable the employee to perform work at an acceptable level.

SECTION D: ACCESS TO INFORMATION

1) Retention registers shall be established and employees listed in order of their retention standing, tenure group, and SUB-GROUP.

2) An employee affected by RIF or the designated representative has the right to inspect RIF records pertaining to the employee's individual action.

SECTION E: RIF NOTICES

The Employer shall provide a written notice to each employee affected by a change to lower grade or separation in a RIF at least sixty (60) calendar days prior to the effective date. The notice shall state what action is being taken, the effective date of the action, the employee's service computation date and sub-group. It shall describe the employee's competitive area and competitive level. Rights of appeal and time limits on such appeals will also be in the notice.

SECTION F: PAY RETENTION

Pay retention for affected employees will be allowed as provided for under appropriate law and regulations.

SECTION G: OFF BASE UNEMPLOYMENT/REEMPLOYMENT

1) In the event of a RIF affecting release of employees, the Employer will determine from the appropriate State Employment service whether any of the affected employees may be eligible for training at government expense and, if so, will inform the employees how to apply for such training.

2) The Employer will advise employees who are separated by RIF of other federal agencies within the competitive area who may be a possible source of employment.

SECTION H: DETAILS DURING RIF

Employees on detail will not be released from the position of detail but rather the employee's permanent position.

SECTION I: TRANSFER OF FUNCTION RELOCATION EXPENSES

- 1) The Employer agrees to pay relocation expenses for employees relocated by transfer of function as allowable under appropriate regulations.
- 2) The Employer will grant excused absence to those employees moving as a result of *RIF* or transfer of function to find new housing and schools, to make arrangements for disposition of their current homes, and to handle any other matter involved in the move, to the extent allowed under appropriate regulations.

SECTION J: EMPLOYEES WHO CHOOSE NOT TO TRANSFER

For employees who do not wish to transfer with their function, the Employer will make every effort to find a position within the competitive area to place the employee in accordance with mandatory placement priorities.

SECTION K: INFORMATION UPDATE TO UNION

- 1) The Employer will periodically update the Union on the status of the RIF and/or transfer of function.
- 2) Employees who are downgraded as a result of RIF will be entitled to appropriate priority promotional consideration in accordance with Article 14 of the Master Labor Agreement.

ARTICLE 17

POSITION CLASSIFICATION

SECTION 17.01: CONTENT OF POSITION DESCRIPTION/GUIDE CORE DOCUMENTS

The purpose of a position description/guide core document 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 grade 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 I 7.02: CHANGES TO POSITION DESCRIPTION/GUIDE CORE DOCUMENT

A position description/guide core document will be based upon the principal duties and responsibilities assigned to a position. All identical positions within the same organizational unit will normally be covered by the same position description/guide core document. Where management requires a deviation from such standard position descriptions/guide core documents for a certain position(s), the position(s) will be classified according to the duties and responsibilities actually assigned and performed. Addenda, deletions and amendments to subject documents will be reviewed by a classifier and the impact assessed and recorded. Such changes or documents will be certified by the classifier, signed by the supervisor, and dated by both parties. Changes will be discussed with the employee and the employee will be furnished a copy of the revised or new document.

SECTION 17.03: COMPLAINTS OVER POSITION DESCRIPTION/GUIDE CORE DOCUMENTS

An employee who feels that his/her position description or duties in his/her guide core document 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 position description/guide core document is inaccurate may have a union representative present during a position audit if he or she requests representation when notified of an audit.

SECTION 17.04: CLASSIFICATION COMPLAINTS

An employee who feels his/her position description/guide core document is improperly classified may meet and discuss this matter with his/her supervisor. At the employee's request the supervisor will arrange for a meeting with a position classifier, the supervisor, and the employee. 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 Union president 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 17.05: CLASSIFICATION SURVEYS

Classification surveys will be conducted as deemed necessary by the position classification specialist or management. When a survey involves Unit employees, the Union is permitted to have a representative present at the opening of the survey. The supervisor and the Union will be notified in advance of the opening of a classification survey.

SECTION 17.06: SURVEY RESULTS

Following the classification survey and upon completion of the survey documentation, management will advise the union representative who was present at the survey opening of the survey results. Confidential or privileged information learned during the course of the survey will not be disclosed except to those officials with an official need to know. Upon notification of the survey results, the Union may request a meeting.

SECTION 17.07: APPLICATION OF NEW POSITION CLASSIFICATION STANDARDS

- a. New classification standards issued by the Headquarters Air Force Services Agency will be applied fairly and equitably to all applicable positions, vacant or encumbered.

- b. Notices of grade and pay retention (pursuant to AFMAN 34-310, chapter 17 and any other law or regulations) will be issued as appropriate to employees whose positions are reclassified at a lower grade as a result of application of new classification standards.

- c. Employees' training agreements will be honored consistent with the implementation of new classification standards.

- d. An employee may seek review of the accuracy or classification of his/her position description guide core document through the provisions of Section 17.03 or Section 17.04, as appropriate.

- e. Every reasonable effort will be made to avoid adversely affecting any employee in connection with application of new position classification standards.

- f. An employee on grade retention as the result of application of new classification standards will be referred for placement on positions for which they qualify in accordance with the priority order as established by Air Force regulation, instruction or policy. All names on the referral certificate will be listed in order by Service Computation Date (SCD).

- g. Diligent effort will be made to expedite repromotion of downgraded employees through the priority consideration, referral, and selection provisions of Article 14 of the Master Labor Agreement.

- h. Upon receiving approval from higher authority, if required, to implement the results of application of a new classification standard, existing unsupportable vacant positions will be downgraded, upgraded, or canceled, as appropriate, prior to the issuance of notices placing incumbents of unsupportable positions on grade retention.

SECTION 17.08: REFORM

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

ARTICLE 18

TRAINING

SECTION 18.01: GENERAL

The Employer and the Union agree that the training and development of all employees within the bargaining unit will improve the performance and skill level of the Child Development Program staff. The Employer will provide training through the Training & Curriculum Specialist (T&C) and further develop and assist employees to reach their target level and to keep abreast of the latest early childhood practices and techniques.

SECTION 18.02: TRAINING IN CHILD DEVELOPMENT THEORY AND PRACTICES

- a. The Employer will advise eligible employees of applicable training opportunities in their skill areas at each child development program, by posting on all staff bulletin boards and distributed in classroom mail box.
- b. When advance knowledge of the impact of pending changes is available, the Union will be notified of training opportunities to be afforded employees. Upon request, the Union may bargain on procedures to implement the training program. Provided the Union and Employer agree, the new training can be employed temporarily for one month to accommodate continued negotiation on implementation and impact.
- c. To the extent practicable, cross-training to other age groups can be provided on request. The Employer through the T&Cs will make every reasonable effort to assist employees in completing the training necessary to improve individual skill levels.
- d. The Employer recognizes that morale can be harmed by requiring employees to train other employees of a higher grade. In view of this, the Employer will avoid such situations insofar as circumstances permit.
- e. Prior to qualifying for a position the Employer through the T&C will outline the required training of the position with the staff member on the Child Development Center Employee and Employer Module Completion Agreement. The staff member will sign the Child Development Center Employee and Employer Module Completion Agreement (CDCEEMCA) indicating they understand the required training. This training provision only applies to Child Development Program Assistants (CDPAs). Training will be provided in the following manner:

1. On the start date the employee will begin New Employee Orientation; consisting of two hours with Employer reviewing the Human Resource Checklist /General Orientation. Two hours with T&C over viewing policies, practices, and developing an Individual Training Plan (ITP). The new staff member will spend a total of eight hours in class room observation and hands-on mentorship. This must be accomplished by new staff member prior to being assigned to work with children.

2. A CC-1702-01 must complete three Child Development Program Assistant (CDPA) Training Modules within six months of start date, reading, completing activities, knowledge assessment, and competency observation of the skills in the module outline. After the completion of six months and required entry level training the T&C will then recommend to Employer reassignment to a CC-1702-02 position. Further the T&C can propose no reassignment if staff member is not demonstrating satisfactory performance of a CC-1702-01 barring extension approved by Employer in para 3.

3. If the staff member cannot accomplish the entry level training requirement in six months due to an illness or an unexpected family emergency they can request an extension through the Employer. Upon completion of the entry level training to include 6 months in the position the staff member becomes a CC-1702-02 with an increase in pay

f. When an employee is officially assigned to an intermediate level position CC-1702-02, training will be provided in the following manner:

1. A CC-1702-02 must complete a minimum of three COPA Training Modules every three months for a total of twelve modules in twelve months. The T&C will then recommend to Employer a promotion to target level CC-1702-03 position. Further the Employer through the T&C can propose no promotion if staff member is not demonstrating satisfactory performance of a CC-1702-02 barring extension approved by Employer.
2. A CC-1702-02 may complete required modules before the twelve months. However, before advancement from CC-1702-02 to 03 the staff member must have either 6 months specialized experience working in a group program of young children while working as a CC-1702-02 (e.g., day care, preschool, kindergarten, or family child care), or 15 semester hours (or equivalent quarter hours) above high school in child care or a related field (e.g., Psychology, elementary education, sociology, or home economics).

3. If the staff member cannot complete three modules every three months as outlined on their ITP; based on illness or an unexpected family emergency they can request an extension of completion through the Employer. Upon completion of the intermediate training level the staff becomes a CC-1702-03 with an increase in pay.
4. Once the staff member reaches target level CC-1702-03 and has successfully completed the COPA Training Modules, the staff member must accomplish 24 annual training hours.
5. If the staff member consistently fails to reach training requirements in prescribed time lines and is unsuccessful in demonstrating competency in their primary duties and are unable to apply developmental practices specific to their position, all efforts will be made by T&C and Employer to assist the staff member. Appropriate action will be incurred subject to any other provisions in this article, including termination, if staff member performance does not improve.

g COPA staff members only receive 1 hour of training each month through observation debrief/focus training with T&C totaling 12 hours annually. Additional twelve hours of training (ancillary) can be received through base level annual required trainings.

h Food Service Staff receive the following required training: New Employee Orientation, Human Resource Checklist, Employer Orientation, policies and practices, and pre-brief for Observation and Mentorship. The T&C will outline the required training of the position with the staff member on the "Employer Module Completion Agreement, Food Service Workers Modules". The staff member will sign a training outline indicating they understand the required training.

1. During initial 6 months of employment food service staff completes the Food Service Modules and the Child Abuse Modules

2. Receive 6 hours of annual training on sanitation, nutrition, food preparation, service, and position related subjects; to include child abuse prevention, identification, and reporting.
3. ITP's are developed on all Food Service Staff.

I. When an employee is assigned to any position in which he or she has no previous experience, he or she shall be given a reasonable training period in which to become proficient. If he or she cannot reach satisfactory proficiency, reasonable efforts will be made to make a new assignment. This applies to CDPAs that have cross trained to another age group.

j. When training is determined to be necessary for new jobs and skills the Employer agrees to make every reasonable effort to use existing employees who already have such skills either by experience or formal training.

k. When employees are assigned to training courses or sessions away from Tinker Air Force Base, travel will be by most economical means as determined by the employer. The employee may request a different mode of travel but will be reimbursed for travel only up to the maximum amount of the most economical means determined by the employer. Further, travel time will be limited to that allowed through the most economical means of travel determined by the employer. Reference JTR. (Article 22)

SECTION 18.03: IDENTIFICATION OF TRAINING NEEDS

The Employer recognizes its continuing responsibility to have a well- trained workforce. Employer through the T&Cs will identify training needs of employees, and will discuss required needs of the child care centers with staff member(s) and the need to train staff members on new standards (e.g., National Association for the Education of Young Children accreditation process). The Employer recognizes its obligation to inform the Union of any changes and to negotiate impact and implementation.

SECTION 18.04: RETRAINING ON TECHNOLOGICAL CHANGE

In recognition of the possible impact of new technology and its impact upon the workforce, the Employer agrees to make efforts to minimize the impact of the introduction of new equipment, processes and workload. Employer agrees where appropriate to train affected employees.

SECTION 18.05: 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 efficiency of the employee's skills and qualifications.

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 18.06: OBSERVATION BASED DE-BRIEF SESSIONS
TRAINING AND ON-THE-JOB TRAINING**

a. Consistent with Agency policy, the Employer agrees to continue the policy of providing de-brief sessions, focused training based on observations and on-the-job training for all 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 AF Form I 098 "Special Task Certification and Reoccurring Training" and maintained at the facilities T&C office

SECTION 18.07: 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 18.08: 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. Special arrangements made in accordance with this Section will not interfere with the rights of employees under shift staffing provisions of local supplements.

SECTION 18.09: TRAINING RECORDS

Supervisor will identify training needs and maintain appropriate training plans and records. Training plans will be maintained currently and will be readily available to employees concerned. Records of training will be made available to the Union upon request, in accordance with applicable laws.

SECTION 18.10: REQUIRED TESTS

Tests will be used when required by the Office of Personnel Management, U.S. Air Force or the Air Force Material Command. Tests required by the employer for effecting personnel actions shall meet Office of Personnel Management (OPM) guidelines.

SECTION 18.11: RETESTING

An employee shall be entitled to retesting in accordance with appropriate regulations.

SECTION 18.12: REGULATORY GUIDELINES

All tests used for personnel actions shall be valid and job related as required by OPM guidelines.

SECTION 18.13: FEDERAL HIGHWAY ACT TESTING

Management officials agree to provide a reasonable amount of official time to study for the written and road tests required under the Federal Highway Act.

ARTICLE 19

EQUAL EMPLOYMENT OPPORTUNITY

SECTION 19.01: POLICY

The Employer assures that all employees have equal employment opportunities and that no one is discriminated against because of race, color, national origin, sex, religion, age, or handicap. Equal Employment Opportunity shall be promoted through a positive, continuing program in accordance with directives of the EEOC and USAF.

SECTION 19.02: POLICY AND PROGRAM OBJECTIVES

The parties agree that they will give full support to the equal employment 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 are 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. 72 SY will provide Command EEO data to AFGE Local 916 as it becomes available.

g. The parties agree to provide, to their respective constituents, feedback information gathered at EEO Advisory Committee Meetings. The Human Resource Office will notify Union Steward of proposed meetings.

h. The Employer accepts full responsibility for implementation and administration of AFMC's Affirmative Action and EEO plan and objectives.

SECTION 19.03: EEO ADVISORY COMMITTEES

- a. The Union will be entitled to have a representative or representatives at the EEO Advisory Committee(s) in accordance with the past practice.
- b. The Union representative(s) will have a full and active role on the committee and will be responsible for providing Union positions on all matters addressed by the Advisory Committee. Such representative(s) will ensure that Union positions and proposals are provided in a timely manner.
- c. Members of committees shall have access to quarterly reports and other assessments of EEO progress.

SECTION 19.04: 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 19.05: RESPONSIBILITIES OF EMPLOYEES

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

- a. Treat all fellow employees as peers, and abstain from actions or comments that suggest or imply discriminatory attitudes.

SECTION 19.06: CHANGES IN AFFIRMATIVE EMPLOYMENT PLANS

When any changes to 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 20

DETAILS TO BARGAINING UNIT POSITIONS

SECTION 20.01: GENERAL

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 grade controlling duties of such position or an identical one with a higher or lower basic pay rate, or one requiring different qualifications from those now required in the employee's official position assignment.

2. An unestablished 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 position assignment.

b. Details to higher grade positions which constitute temporary promotions will be effected in accordance with Article 13.

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.

e. It is understood that qualifications and requisite skills are determined by the Employer.

SECTION 20.02: DETAIL SELECTION PROCESS

Selection for a Detail shall be determined as described below:

- a. Supervisors shall list their employees in descending seniority order using leave SCD. Supervisors will solicit volunteers from among available employees with the requisite skills and qualifications before drafting.
 1. If there are more volunteers than needed for the detail, the detail will be considered favorable. The supervisor will select the most senior skilled, qualified, and available volunteer(s) to meet the requirement.
 2. If there are fewer volunteers than needed for the detail, the detail will be considered unfavorable. The supervisor will accept any volunteers then draft the least senior skilled, qualified, and available employee(s) using leave SCD to meet the requirement.
- b. The Employer shall establish rosters available to the Union to implement the requirements of this section of this Article.
- e. Exceptions to this roster may be made for employees who are handicapped or who have been assigned to light duty for medical reasons. Exceptions will be made in situations that require immediate response.
- d. The Employer recognizes the need to afford employees the opportunity to develop additional skills when there are recurring needs for those skills. There may be opportunities to develop skills through the use of details when there are recurring needs for those skills. However, skills development is not the primary purpose of details.

ARTICLE 21

LOANS OF BARGAINING UNIT EMPLOYEES

SECTION 21.01: DEFINITION

A loan is the assignment of an employee to another supervisor or organization to meet temporary or limited emergency work situations where the position has the same grade, series, and basic duties as his/her regularly assigned position.

SECTION 21.02: DISTRIBUTION OF LOANS

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

SECTION 21.03: LOANS OUTSIDE THE BARGAINING UNIT

- a. When a bargaining unit employee is to be temporarily assigned to a position outside the unit, the Employer will inform the employee of working conditions which are different in the receiving location.
- b. The negotiated grievance procedure in Article 6 of this contract will apply to employees temporarily assigned outside the unit unless another labor agreement applies.

SECTION 21.04: DURATION OF LOANS

Loans shall be affected in accordance with applicable rules and regulations. Loans will be limited to the shortest practicable time not to exceed 60 days and, upon request, the Employer will inform the employee of the anticipated duration and working conditions which are different at the receiving location.

SECTION 21.05: LOAN SELECTION PROCESS

Selection for a Loan shall be determined as described below:

- a. Supervisors shall list their employees in descending seniority order using leave SCD Supervisors will solicit volunteers from among available employees with the requisite skills and qualifications before drafting.

(1) If there are more volunteers than needed for the loan, the loan will be considered favorable. The supervisor will select the most senior skilled, qualified, and available volunteer(s) to meet the requirement.

(2) If there are fewer volunteers than needed for the loan, the loan will be considered unfavorable. The supervisor will accept any volunteers then draft the least senior skilled, qualified, and available employee(s) using leave SCD to meet the requirement.

b. The Employer shall establish rosters available to the Union to implement the requirements of this section of this Article.

c. Exceptions to this roster may be made for employees who are handicapped or who have been assigned to light duty for medical reasons. Exceptions will be made in situations that require immediate response.

ARTICLE 22 TRAVEL/TDY

SECTION 22.01: SCHEDULING OF OFFICIAL TRAVEL

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. In accordance with 5 CFR 550.11 2, travel shall constitute hours of employment where such travel is performed under one of the following conditions;

- a. The travel involves actual work while traveling;
- b. The travel is incident to travel that involves the performance of work while traveling;
- c. The travel is carried out under such arduous and unusual conditions that the travel is inseparable from work;
- d. The travel results from an event which could not be scheduled or controlled administratively.

SECTION 22.02: CONTENTS OF TRAVEL ORDERS

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

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

SECTION 22.03: ADVANCE FUNDS FOR TRAVEL

When it is within the administrative control of the Employer, employees shall receive their travel orders and information sheet on arrangements for quarters and transportation sufficiently in advance to ensure the necessary arrangements for obtaining transportation requests and advancement of travel and per diem allowance can be accomplished during working hours prior to departure. Advances of funds will be made in accordance with applicable travel regulations. Questions concerning travel vouchers will be referred to the base travel pay unit.

SECTION 22.04: 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 22.07 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.

Employees may volunteer to use government quarters which do not meet the standards set forth in applicable law, regulation, and/or this Agreement.

SECTION 22.05: 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.

SECTION 22.06: EXCEPTIONS TO USE OF GOVERNMENT QUARTERS

Employees on temporary duty away from their designated post of duty shall not be required to use government quarters when adequate quarters are not available under the provisions of applicable law. Department of Defense Joint Travel Regulations, and/or this Agreement.

SECTION 22.07: STANDARDS OF ADEQUACY

The parties agree that the use of government quarters of the TDY station would adversely affect the performance of the TDY assignment where:

- a. Such quarters cannot be reserved prior to the employee's departure and for the duration of the TDY assignments; or
- b. Such quarters do not meet the following minimum standards for adequacy (the following adequacy standards shall be applicable only in the absence of adequacy standards set by law and/or regulation of appropriate authority):

- (1) If available, every employee shall be quartered in a private room. In no case shall an employee be quartered in less than a semi-private room to be shared by no more than one other employee.

- (2) Quarters shall be clean and in good condition, with furniture to include but not be limited to beds, facilities for storage of clothing, bedding, and window shades and screens.

- (3) Bathrooms shall be clean and sanitary and shall provide for privacy when in use. No more than two employees will have to share a bathroom.

- (4) All rooms where employees are quartered shall have door locks and keys in good condition. Facilities where employees can secure their personal belongings from theft or vandalism will also be available.

- (5) Quarters shall be free from undue or unreasonable noise and disturbance so as to provide for adequate sleep and rest during normal sleeping hours.

- (6) There shall be a telephone in each room or in the immediate vicinity of the employee's room. Provisions will be made for television in the employee's room, if television reception and sets are available.

SECTION 22.08: 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 22.09: 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.

- a. Travel will be by most economical means *as* determined by the employer. The employee may request a different mode of travel but will be reimbursed for travel only up to the maximum amount of the most economical means determined by the employer. Further, travel time will be limited to that allowed through the most economical means of travel determined by the employer. Reference JTR.
- b. An employee's election/request for a mode of travel other than that determined to be the most economical means by the employer must not adversely affect another employee's leave.

SECTION 22.10: SELECTION PROCEDURES

TDY will be rotated among qualified and available employees with requisite skills on a fair and equitable basis. The determination as to "available" and "requisite skills" shall not be arbitrary and/or capricious. Employees may volunteer for TDY and such assignments will be rotated among the qualified and available employees with requisite skills on the basis of seniority (leave SCD). If there are insufficient volunteers, inverse seniority (leave SCD) will be used among those available with the requisite skills.

- a. Separate overseas and stateside TDY rosters will be maintained. The roster shall contain the location and date of each trip. Any employee who declines a TDY assignment will initial or sign the roster. An employee who wishes to withdraw as a TDY volunteer will initial or sign the roster.
- b. Exceptions will be made for compassionate reasons.
- c. This section does not apply to training assignments involving TDY.

d. Employees who are loaned or detailed shall maintain their position on the TDY roster of the assigned organization. They will not be arbitrarily or capriciously denied TDY. Employees determined to be not available will maintain their position on TDY rosters until they are available to accept or decline a TDY.

SECTION 22.11: TDY SHIFT ASSIGNMENTS

Employees selected for TDY will be advised before departure of the shifts they will be working while on TDY. To the extent operationally feasible, employees will be assigned to the same shift while on TDY as they occupy at their regular duty station.

SECTION 22.12: 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 22.13: TDY RECORDS

Records of TDY assignments will be maintained for a period of 18 months and will be made available to the Union for inspection upon request.

SECTION 22.14: 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.

SECTION 22.15: VICINITY TRAVEL

When a privately owned conveyance is used in the accomplishment of agency assigned duties for travel between an employee's residence or the permanent duty station and one or more work sites within the local area, the employee will be paid mileage for the distance that exceeds the employee's commuting distance.

SECTION 22.16: PERMISSIVE TDY

The AFGE Local 916 President may request permissive TDY orders as required for union stewards or officials to participate in off-site activities on official time as authorized in Article 4 when there is to be no cost to the government. Instructions in the order will address use of annual leave for any periods to be covered by the orders but not authorized for official time in Article 4. The orders will be prepared by the Union President, or designee, and approved by the flight Chief, Resource Management Flight Chief, and Director, or designee, at the level initiated.

ARTICLE 23 ANNUAL LEAVE

SECTION 23.01: 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 23.02: 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 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 23.03: 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 as determined by SCD 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 23.04: CANCELLING/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 23.03 above.

SECTION 23.05: 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 23.06: CALL-IN PROCEDURE FOR REQUESTING ANNUAL LEAVE

a. Employees should request emergency annual leave as quickly as possible after the emergency becomes known, by contacting their immediate supervisor, or other persons designated by management to receive such requests, by telephone and provide reasons for the request. Other means of contact, such as email, voice mail, and fax, may be utilized in lieu of a telephone call. 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. The supervisor will contact the employee if the leave cannot be granted. Otherwise the employee may assume approval for the period requested, up to one work day. If a request for emergency annual leave is denied, an employee may submit a SF-71, on which the supervisor will state the reason(s) for the denial and return it to the employee within one workday after receipt by the supervisor.

b. Unscheduled annual leave under normal circumstances will be requested at least one week in advance of the shift. For unforeseen non-emergency events where annual leave is requested the request must be received by the supervisor or designee by telephone or voice mail no later than two hours prior to the beginning of the shift. If the supervisor or the designee is 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 or designee will assure any such message is not released to other employees. If the supervisor or designee does not call the employee, the employee may assume approval of the leave for the period requested, up to a period of three workdays. 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. The supervisor or designee will contact the employee within the timeframe specified above if the leave cannot be granted, otherwise the employee may assume approval for the period requested, up to a period of three work days. If a request for unscheduled annual leave is denied, an employee may submit a SF 71, on which the supervisor will state the reason(s) for the denial and return it to the employee within one workday after receipt by the supervisor.

SECTION 23.07: LEAVE FOR DEATH IN IMMEDIATE FAMILY

In case of death in the immediate family annual leave or leave without pay will be granted. In case of death of a relative due consideration will be given, considering workload, to granting immediate annual or leave without pay.

SECTION 23.08: 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 23.02.

SECTION 23.09: 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, advanced annual leave may be approved on a case by case basis or Leave Without Pay (LWOP) will 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 23.10: ACCRUAL/AVAILABILITY OF LEAVE

Annual leave accrues effective immediately for a regular category employee. However, that leave is not available for use by the employee until he/she has served under a regular appointment for a continuous period of 90 calendar days. Once the initial 90 day period is exhausted all accrued annual leave is available for use by the employee in accordance with the provisions of this Article. Annual leave cannot be taken until it is actually earned.

SECTION 23.11: 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 24

SICKLEAVE

SECTION 24.01: 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 end 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.

b. Employees should request sick leave by contacting their immediate supervisor, or other persons designated by management to receive such requests by telephone. The request for sick leave shall advise the supervisor of the expected duration of the absence (up to 3 days) and provide reasons for the request. A good faith effort must be made on the part of the employee to make this request no later than two hours prior to the beginning of the shift. Other means of contact, such as email, voice mail, and fax, may be utilized in lieu of a telephone call. 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. The supervisor will contact the employee if the leave cannot be granted. Otherwise the employee may assume approval for the period requested, up to three work days. If a request for sick leave is denied, an employee may submit a SF-71, on which the supervisor will state the reason(s) for the denial and return it to the employee within one workday after receipt by the supervisor. This approval, however, is not applicable if an employee is subject to the sick leave abuse procedures in subsection 24.03. For approved absences of 3 days or less there shall be no further requirement to contact the supervisor during that absence unless the employee has received the written notification under 24.03c.

Absences of more than 3 days require further approval by the supervisor which will be in increments of 3 days or less, and require compliance with Section 24.02.

c. The supervisor will relieve the employee of the continuing requirements in Section 24.0 I 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 24.02: 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. If the employee is out sick for more than three consecutive workdays and not attended by a physician, the employee's personal written statement as to the nature of the illness, and that the employee was incapacitated for duty, will be accepted in lieu of a doctor's certificate except as set forth in Section 24.03 below.

SECTION 24.03: IDENTIFICATION AND CORRECTION OF SICK LEAVE ABUSE

An employee will not be required to furnish a doctor's certificate to substantiate a request for three consecutive workdays or less sick leave unless there is a documented reason to believe the employee is misusing sick leave, or a trend of abusing sick leave develops as set forth in the examples below:

- (1) Absence after paydays
- (2) Sick leave before or after holidays
- (3) Monday-Friday sick leave, 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

a. 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.

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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.

b. 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.

c. 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 24.04: RELEASES BY BASE MEDICAL FACILITY

Employees who are released from duty on advice of the Base Medical Authority because of illness/injury shall not be required to furnish medical certificates to substantiate sick leave for the day they were released from duty.

SECTION 24.05: 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 24.06: ADVANCE SICK LEAVE FOR SERIOUS DISABILITY OR ILLNESS

In cases of serious disability or illness employees may be advanced up to 240 hours sick leave. A request for advance sick leave of up to 240 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 25 HEALTH AND SAFETY

SECTION 25.01: 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 25.02: 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 25.03: COMMITTEES

The Union will be permitted to designate one representative to serve on any committee which may be established with respect to environmental pay. The representative will receive hazard material training on a yearly basis. All disputes over the payment of environmental differential pay will be resolved through the negotiated grievance and arbitration procedure.

The Employer will maintain a Safety and Health Committee to meet quarterly with Flight Chief, Center Directors, Services Facilities Coordinator and AFGE representatives. The meetings will be in accordance with an agenda, and minutes will be taken as a record of those meetings. The 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.

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 part of the official record of the report on the subject.

SECTION 25.04: 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 25.05: 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 25.06: 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 equipment 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 25.07: REPAIR OF OPERATING EQUIPMENT

Repair or adjustments to operating machines will be conducted strictly in accordance with applicable operating instructions and restricted to those repairs or adjustments defined in operating manual as "User" only.

SECTION 25.08: 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 Bioenvironmental 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. Protective clothing for such situations will be provided where authorized in accordance with Section 25.05.

SECTION 25.09: 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. Employees performing such duties will be compensated in accordance with Article 26. Hazard and Environmental Pay, and applicable regulations cited therein.

SECTION 25.10: IMMINENT DANGER SITUATIONS

When an employee, during the course of performance of official duties, 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 when requested.

SECTION 25.11: 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 25.12: 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 25.13: INSPECTIONS

Safety and health inspections or surveys will be conducted by the Employer required to maintain a safe and healthful workplace. They will be in accordance with applicable regulations.

- a. 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 given an opportunity to have union representation to accompany the Employer's Inspector(s).

- b. The Union agrees to provide, in advance, one telephone number and one alternate number whereby the Employer will give notice to the Union of an impending inspection of a particular work area. Inspections will not be delayed due to unavailability of the Union representative.

- 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 25.14: ACCIDENT INVESTIGATIONS

Where the Employer conducts an 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 25.15: REPORTING HAZARDOUS CONDITIONS

All employees have the right and will be encouraged by the parties to responsibly report all alleged hazardous situations.

a. The parties agree that alleged hazards of an imminent danger to employees will be promptly reported orally to the supervisor, Procedures in 25.16b, may apply. Employees may utilize Air Force Form 457, USAF Hazard Report, to report such alleged hazards to the Base 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.

b. 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 25.16: 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 25.16 above.

SECTION 25.17: TRAINING FOR UNION MEMBERS OF SAFETY COMMITTEE

The Employer, to the extent provided in applicable regulations, agrees to provide introductory and specialized training for the Union's permanent representatives on the activity Safety and Health Committee and full-time representatives to enable such representatives to participate fully in the activity's safety and health program aimed at assuring a safe and healthful work environment. Such training shall be provided without loss of pay or charge to leave for specified Union representatives.

SECTION 25.18: 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 25.19: NOTICES TO UNION OF SERIOUS INJURY/ILLNESS

The Director or designee will promptly notify the Union in the event of an on-the-job injury, outbreak of illness, or death, of the name of the employee involved, after contact has been made with the employee's emergency addressee.

ARTICLE 26 ALTERNATE SUPERVISORS

SECTION 26.01: GENERAL

Alternate supervisors are defined as non-supervisory personnel assigned temporary and limited supervisory duties in the absence of the regular supervisor.

SECTION 26.02: NOTIFICATION OF ALTERNATE SUPERVISOR

Alternate Supervisor's will be identified to all employees prior to the absence of the regular supervisor, or as soon as possible in the event of unforeseen absence. Written identification is preferred, for example via posting, personnel notice, or Email. Alternate supervisors act only during absence of the supervisor.

SECTION 26.03: ALTERNATE SUPERVISOR'S ACCESS TO FILES

Alternate supervisors will be given access to personnel and time-keeping information on a need-to-know basis. All alternate supervisors will be briefed and held accountable on Privacy Act and confidentiality.

ARTICLE 27 WORKERS' COMPENSATION

SECTION 27.01: CLAIMS ADMINISTRATION

The Air Force NAF Worker's Compensation Program will be administered at two levels: The employer at base-level will develop initial claims and process benefits for the first six weeks after an employee's injury. HQ Air Force Services Agency, Worker's Compensation Branch (HQ AFSVA/SVXCW) will further develop claims, process benefits, resolve claims and reimburse expenses paid by the base

SECTION 27.02: 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 and/or the Human Resources Office will immediately counsel the affected employee 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 27.03: 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 HQ Air Force Services Agency, Worker's Compensation Branch (HQ AFSVA/SVXCW) 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 27.03: 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's pay will be continued after the employee stops work because of a disabling injury, and it will not be interrupted unless:

- a. The Employer receives a Form LS-204, Attending Physician's Supplementary Report from the attending physician indicating that the employee is able to return to work; or
- b. The Employer receives notification from HQ AFSVA/SVXC\V that pay should be terminated; or
- c. At the expiration of 45 days.

SECTION 27.04: REVIEW OF DOCUMENTS

An employee or designated representative, upon written consent of the employee, will be permitted to review documents relating to a claim for compensation which the HQ AFSYA/SVXCW has authorized the Human Resources Office to make available. The employee may be accompanied 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 27.05: 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 18 of this Agreement.

SECTION 27.06: DISABILITY RETIREMENT COUNSELING

For those employees who have been informed by HQ AFSVA/SVXCW 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 27.07: 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, position description, 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 27.08: TRIAL REASSIGNMENTS

If an employee elects to accept an assignment to a position offered by management rather than seek disability retirement, at the discretion of the Employer the employee will be assigned permanently to such position or the employee may be detailed to such position for up to 120 days on a trial basis in order to determine his/her ability to perform the duties of such position.

SECTION 27.09: EMERGENCY DIAGNOSIS AND TREATMENT

Federal Health Service Units or other occupational health service facilities shall provide emergency diagnosis and first (initial) treatment of on-the-job injury or illness in accordance with applicable regulations.

SECTION 27.10: INJURY REPORTING FORMS

The Employer will maintain adequate supplies of necessary forms for proper recording and reporting of injuries. Such forms will be promptly provided to injured employees.

SECTION 27.11: 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 28 UNIFORMS AND APPERANCE

SECTION 28.01: UNIFORM ITEMS:

The Employer may require employees to wear uniform items in the interest of safety and to promote a positive customer service image. The Employer will require employees to comply with Air Force instructions and manuals that either mandate certain uniform items or prohibit the unauthorized wear of other items. This MLA establishes guidelines for acceptable standards, depicting good taste and judgment, for suitable dress for bargaining Unit employees at Tinker AFB. By mutual agreement, the following will apply to NAF employees working in the Child Development Centers.

- a. Wherever employees are required to wear uniforms or specified protective clothing, established directives, governing the wearing of such clothing will apply, in all instances, current, applicable safety policies/directives will take precedence over personal preference. All staff must wear a name tag and proof of having security clearance. New staff will be provided a uniform and a name tag. After completion of security clearance and three months of employment the staff member will be issued permanent identification on the uniform.
- b. Employees who work in the class environment are expected to dress in clean and appropriate "work" clothing, to include closed toed footwear which is securable to the foot in back. Sleeveless tops may be worn as long as a sleeved cover is covering the arm pits. Revealing, see through or frayed clothing, suggestive T-shirts, tank tops, halters, casual shorts and skorts that do not reach the knee when sitting, mini-skirts, cut-offs, bare midriffs, frayed jeans worn thin or with holes and clothes with lewd or offensive pictures/words are inappropriate in the workplace. T-shirts, "skorts, and shorts that present a proper business image, will be viewed as appropriate.
- c. On special occasions management may prescribe or allow dress appropriate to the occasion.

SECTION 28.02: COMPLIANCE:

When management determines that an employee's dress does not meet these standards, management will advise the employee that the dress does not meet standards and will not be tolerated in the future. The employee may be sent home to change into appropriate dress on the first offense. The employee may be granted up to two hours of administrative leave for that purpose. On a repeated offense of failing to comply with these standards, the employee may be disciplined, or other appropriate administrative action may be taken.

1. Purchase and issue: If employees are required to wear uniform or uniformed clothing by the Employer, the Employer will purchase an adequate number of uniforms or clothing for each employee. This provides the employee with sufficient number to wear and still time to launder these items between uses. The parties agree that closed footwear is not uniform or uniformed clothing items. Employees are required to turn in all uniforms and clothing items prior to out-processing.

2. Repair and Maintenance: The Employee will be responsible for maintaining the uniforms in a clean and serviceable condition. Uniforms that are damaged as a result of normal wear and tear or damaged through no fault of the employee will be turned into the Employer and replaced at no cost to the employee. In the event of loss or deliberate destruction, employees may be held responsible for fair market value replacement cost. The Employer will designate an alteration vendor and incur the initial and necessary alteration expense of uniforms.

3. Exceptions: Where a medical condition exists preventing proper wear of official uniforms, an employee will be excused from wear of the uniform for the duration of the medical condition.

ARTICLE 29

ADMINISTRATION

SECTION 29.01:

In March and September of each year, the Employer through the Human Resource Office will furnish the Union a listing of all bargaining unit employees reflecting position title, pay plan, series, grade, AFGE membership, organization and Service Computation Date.

SECTION 29.02:

Upon request, employees will be allowed duty time to review regulations and policies pertaining directly to them as workload requirements permit. If release cannot be granted because of workload considerations, the supervisor shall advise the employee when release would be appropriate.

ARTICLE 30

UNION MANAGEMENT MEETINGS **SECTION 30.01:**

When a Center or Chief Steward requests a meeting with their corresponding level management official_ such meetings will normally be called at a mutual agreeable time by the appropriate management official within seven to ten calendar days of the receipt of a written request to include specific agenda items. Grievances and mid-term negotiations shall not be considered appropriate topics of discussion in these meetings. The number of requests to any one management official shall normally not exceed one per month.

SECTION 30.02:

This article does not preclude informal contacts and communications. Such communications are encouraged to resolve problems at the lowest possible levels.

SECTION 30.03:

Consistent with the Master Labor Agreement, the Union shall have a right to have a representative on committees considering matters that affect unit employees. The Union will be afforded an opportunity to participate at the onset of said committees. Union representatives on these committees will be on official time if they would otherwise be in a duty status when attending committee meetings, appropriate shift changes will be made to accommodate participation.

ARTICLE 31 CONTRACTING OUT

SECTION 31.01: 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 AFGE Local 916 President of its intention to solicit bids for work being performed by bargaining unit employees.

d. Management shall publicize the opening of an A76 study in the base newspaper after notification to the Union in 31.01a, is complete.

SECTION 31.02: 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 31.03: UNION REPRESENTATIVE TRAINING

The Employer shall in advance provide no more than four hours training for up to three union representatives concerning the contracting out process in the event contracting out becomes a consideration. 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 31.04: 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 IAW the RIF article.

SECTION 31.05: SAFEGUARDING INFORMATION

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

SECTION 31.06: 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 32 DISTRIBUTION AND PUBLICITY

SECTION 32.01: BULLETIN BOARDS AND NEWSPAPER STANDS

The Employer agrees to furnish space for bulletin boards and newspaper stands at all activities governed by this Agreement. Details of sizes, numbers, and locations will be a matter for local negotiations.

SECTION 32.02: UNION DISTRIBUTION

The Union may distribute its newspapers, circulars, and notices in any and all areas where base newspapers are distributed.

SECTION 32.03: ORIENTATION FOR NEW EMPLOYEES

- a. As part of the new employees orientation briefing the local Union president, or designee, will be introduced to the employees and allotted up to 15 minutes to present an overview of the labor management relationship and the functions of the union.
- b. The Employer will provide the local union a copy of new accessions into the bargaining unit on a monthly basis. The accession report will list the organization, name, title, series, and grade of employees gained during the previous month.

SECTION 32.04: NOTIFICATION OF EMPLOYEE RIGHTS

- a. The Employer will furnish all new nonappropriated fund bargaining unit employees the following information during new employee orientation: the 72d Services Division Employee Handbook

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, 72 SV and AFGE policy ensures that the above stated rights are protected for all bargaining unit employees.

SECTION 32.05: DISTRIBUTION OF CONTRACTS TO THE UNION

The Employer shall provide AFGE Local 916 with 100 copies of the new MLA. Should additional copies be needed following the initial 36 months of this Agreement, AFGE Local 916 shall notify 72 SV Human Resources office and the parties shall negotiate additional copies.

SECTION 32.06: CONTRACT SPECIFTCATIONS

The new MLA will be professional in nature.

ARTICLE 33

GROUND RULES FOR NEGOTIATIONS DURING THE TERM OF THE AGREEMENT

SECTION 33.01: GENERAL

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.

- a. It is understood that neither party waives any rights under the Federal Service Labor-Management Relations Statute.
- b. 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.
- c. The parties are committed to utilizing an interest-based, problem-solving approach to reach agreement during these negotiations. In this respect, during these negotiations neither party will file a grievance, institute any proceeding under the Statute, or declare a proposal nonnegotiable under the Statute concerning the matter. This process terminates when there is agreement on the matter or either of the parties determines that it intends to rely on its statutory rights.

SECTION 33.02: NEGOTIATIONS AT COMMAND/FLIGHT CHIEF LEVEL

The Union will designate an official(s) to represent it in mid-term bargaining matters

- a. When a bargaining obligation is generated by a proposed directive at Command/Flight Chief level or a directive issued above Command level, the following procedures will apply:
 1. The Human Resources 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.

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

2. If the Union wishes to negotiate, in accordance with entitlements under federal regulations concerning proposed changes, the Union will submit written proposals to the Human Resources 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 Human Resources Office of the timely Union proposals. If necessary, the identified implementation date may be postponed by the Employer to complete negotiations.

b. 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 Human Resources 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 Human Resources 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 federal regulations, concerning the union's proposed changes, management will submit written counter proposals 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.

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

d. The parties may mutually agree to delegate responsibility for negotiations to subordinate levels and Union officials.

e. Agreements reached under this Section will be promptly implemented by the Employer in the appropriate form such as regulation, letter, or operating instruction. Disputes over the application of the implementing directive will be subject to resolution under Article 6 (Grievance Procedure).

SECTION 33.93: NEGOTIATIONS AT CENTER DIRECTOR LEVEL

Changes in conditions of employment will be brought to the attention of the Union representative designated to be contacted by the supervisor or manager making the changes. Arrangements will be made by such officials, if bargaining is requested, to discharge the bargaining obligation in a time frame consistent with the circumstances causing the needed change. Agreements reached may not violate any provisions or this MLA.

SECTION 33.04: 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 federal 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 34 WAGESURVEY

The Union will be notified 30 days in advance of wage surveys to be conducted that will affect the NAF bargaining unit. Such wage surveys include both full scale and wage change surveys. The Union will appoint a primary and an alternate representative to function as part of the wage survey committee. Such appointments will be for a minimum of 2 years. The Union representative and alternate on the wage survey committee will be provided detailed explanations and training in the procedures for conducting such surveys. All wage survey committee meetings will be recorded and copies of committee meetings minutes will be furnished to all members of the committee. The Union's primary representative (or alternate in the absence of the primary) will be responsible for attending all wage survey committee meetings, recommending the appointment of one half of the data collectors, and for assisting in the conducting of such wage surveys. The parties agree that the Department of Labor may set the number of participants.

ARTICLE 35 EMPLOYEE PAY

Child Development Center employees shall be paid in accordance with applicable laws, rules, and regulations. Annual pay increases will be consistent with general schedule cost of living increases.

ARTICLE 36

CALL-BACK, STANDBY, AND ON-CALL DUTY

SECTION 36.01: 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. Where the particular procedures in sections 36.03 and 36.4 are not in use they will be negotiated in accordance with Article 33 before implementation.

SECTION 36.02: CALL-BACK

Employees are contacted in a prearranged order (i.e. overtime procedures) 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.

SECTION 36.03: STANDBY TIME

Designated employees may be restricted to the official duty station or their living quarters, 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.

SECTION 36.04: ON-CALL

Designated employees are on notice that, if mission needs dictate, they may be required to report for duty during their normal off-duty time. In these situations, the employees are not required to remain at a designated official duty location or their living quarters, but may be required to leave a telephone number where they may be reached, or carry an electronic device for the purpose of being contacted and remain within a reasonable call-back radius of the official duty location. As circumstances may dictate, the designated on-call employee is allowed to make arrangements such that any work that may arise during this on-call period will be performed by another person. Under these conditions, the hours during the on-call period are not hours of work. Employees required to report for duty are compensated according to the applicable pay and overtime rules.

ARTICLE 37

REALIGNMENT, REORGANIZATION AND BUSINESS BASED ACTIONS (BBA) OF THE WORK FORCE

SECTION 37.01: The Union recognizes the right of the Employer and appropriate governmental authorities to determine the organization of the Employer. However, as the implementation and impact of reorganization are of great importance and concern to employees, the Employer will inform the Union in writing of all approved reorganizations within or involving the Agency at the earliest possible opportunity.

SECTION 37.02: The Union will be notified as soon as plans are identified that impact changes to conditions of employment of any reorganization of employees in the Bargaining Unit, in order for the Union to bargain impact and implementation with respect to reorganization(s) or realignment(s).

A BBA is a reduction in employment category or pay rate. A change to lower grade or pay band, a furlough of eight calendar days or more or a separation action initiated by management for non-disciplinary reasons. The procedure's found in AFMAN 34-310 or successor manual govern.

When the decision to initiate a BBA regarding a reduction in category or pay rate or furlough of eight calendar days or more is made, the Union president will be notified within 15 calendar days prior to the notification of the affected employees. The Union will identify a representative to serve as the focal point for the BBA.

When a revision to Air Force guidance addressing BBAs is published, the parties agree to reopen this article to discuss and subsequently supplement this MLA if necessary.

ARTICLE 38

SWING AND GRAVEYARD SHIFTS

If management decides to establish swing or graveyard shifts the parties agree to negotiate impact and implementation prior to implementation.

ARTICLE 39 BASE CLOSURE

SECTION 39.01: COMMUNICATIONS

- a. In the event of base 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 base closure. The Union will be provided an advance copy of any written informational material intended for distribution to the bargaining unit employees.

- c. An employee assistance office will be established and available to provide information on employment. Employees will be granted a reasonable amount of on duty time to visit the employee assistance office to review job vacancy announcements. Such visits will be by prescheduled appointments, based on workload requirements.

- d. The Employer will inform the Union in writing if the employer plans to utilize a private sector contractor to perform base 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 39.02: MASTER LABOR AGREEMENT

The Master Labor Agreement will continue to be applicable during base closure.

SECTION 39.03: NAF PRIORITY PLACEMENT PROGRAM

- a. Displaced employees will be afforded placement opportunities to the extent provided by AFMAN 34-310, chapter 6.

- b. Applicable procedures outlined in AFMAN 34-310, chapter 6 will be followed.

SECTION 39.04: 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 at the Employee Assistance Office.

ARTICLE 40 TOBACCO POLICY

Smoking is permitted in the designated outside areas. Smokeless tobacco use is permitted in the break room. Smokeless tobacco waste will be disposed of immediately after use and in a sealed container before placing in a trash receptacle. After tobacco use, thorough hand washing and mouth rinse is required before returning to the child care rooms.

ARTICLE 41

TIME KEEPING PROGRAM

The employee is solely responsible for docking him or herself in or out, using the time keeping program. A local devised form will be-used in the event an employee cannot clock in or out.

The employer agrees that only the Center Director or the official designated NAF time keeper will be the only people able to clock an employee in or out if the said employee is not available to clock him or herself in or out.

ARTICLE 42

STAFFING THE BASIC WORK WEEK

SECTION 42.01 GENERAL

The Employer agrees to employ ten CC-1702-04 personnel, using competitive selection procedures, with a basic work week of 40 hours. Absent a request from the employee to work less than guaranteed hours, all other regular employees shall be guaranteed a basic work week of no less than 30 hours.

The Employer agrees to staff one 40 hour per week position in each class room. Ten of those positions will be CC-1702-04, with newly established positions filled through competitive procedures. The remaining sixteen positions will be CC-1702-03 selected through best qualified procedures with seniority being the tie breaker.

Absent a request from the employee to work less than guaranteed hours. all other regular employees shall be guaranteed a basic work week of no less than 30 hours.

Each fiscal year if there is a significant change in fees and charges, funding or APF staffing then management may reopen negotiation concerning guaranteed hours.

The parties agree and understand that flexible employees are not guaranteed any minimum hours.

In the event of significant changes in funding, fee authorization, regulations concerning child/staff ratios or other unanticipated events management may take appropriate personnel action to adjust resources in accordance with Articles 16 and 37 of this agreement.

SECTION 42.02: SCHEDULING OF WORK

It is agreed and understood the scheduling of work is a management right to be accomplished in with applicable rules and regulations (e.g., AFMAN 34-310 Nonappropriated Fund Personnel Program Management and Administration Procedures). Although not intended to be comprehensive of all established past practices. Common guidelines are set forth below as a reminder

a. ADMJNJSTRATTVE WORKWEEK: The administrative workweek begins at 0001 Sunday and ends at 2400 on the next following Saturday. The calendar day on which a shift begins is considered the day of duty for

that day even though the day of duty extends into the next calendar day or into the following administrative workweek. The employer will attempt to schedule employees two consecutive days off, preferably Saturday and Sunday.

b. LUNCH PERIODS: When supervisors schedule lunch (or other meal), a period during which the employee is entirely free of the duties of his or her position, the period is not considered as duty time for which compensation is paid. Employees shall remain free of work during their lunch period for which no compensation is paid unless otherwise negotiated. Lunch periods during the duty day will normally begin no earlier than three hours after the start of the shift and no later than five hours after the start of the shift. The employer has the right in that 3 5 hour time frame to adjust the lunch period. If the employer does not provide a lunch break within that time frame, the employee has the right to take lunch at a later time, or be paid.

c. MAKE READY & CLEANUP TIME: Incidental duties that are directly connected with the performance of a job, such as don and doff protective equipment, obtaining and replacing working tools and materials or clean- up, are considered part of the job requirements to be accomplished within the employee's established tour of duty. Supervisors must arrange work shifts so time required for incidental duties will be part of the normal workday.

d. REST PERIODS: Employees will be allowed two 10 - 15 minute rest period during each seven hour period. This will consist of one break before lunch preferable sometime in the middle of when the employee begins work and their lunch period or as close to as work load allows and one after lunch preferably sometime in the middle of when the employee ends their lunch period and their time to go home as close to as work load allows. Rest periods will not be taken at the end of the shift or in conjunction with their lunch period unless the employee and employer agree.

ARTICLE 43

OVERTIME

SECTION 43.01: GENERAL

Management determines which source of funding (APF or NAF) to be used when overtime is required. The opportunity for overtime assignments will be rotated equitably, at the lowest supervisory or work crew level, among employees, by grade and SRO, who have the ability to perform the tasks for which overtime is required. Overtime work will not be assigned as a reward or penalty. Supervisors will maintain overtime rosters, based on service computation date and grade, to assure that each employee receives an equal opportunity for overtime assignment. Separate rosters will be established for overtime on scheduled workdays and for overtime on scheduled days off of employees. The rosters will be maintained 6 months or until all outstanding grievances are settled. The steward, who has been designated as representative for the particular organization, may review rosters, upon request. When an employee has been loaned or detailed to the same organization in excess of 30 consecutive days, the employee will be removed from the overtime rosters of his/her assigned organization on the 31st day and placed in the appropriate spot on the overtime roster of the organization to which loaned or detailed. The employee may be placed on the roster of the gaining organization and removed from the roster of the losing organization prior to the 31st day if the gaining supervisor determines the employee possesses the abilities to perform the overtime work.

SECTION 43.02: SUPERVISORS RESPONSIBILITY

The supervisor is responsible for determining the necessary ability required to perform the overtime tasks. An employee's abilities, as they relate to overtime assignments, will be discussed with the employee upon request and a written record of the discussion will be placed in the employee's 971 file.

SECTION 43.03: OVERTIME ROSTER CODES

Codes used to record overtime opportunities include: W for employees who work and are to be paid at the overtime rate; C for employees who work and request compensatory time in lieu of overtime pay; D for employees who decline; LA for employees who lack the necessary ability to perform the overtime duties; NA for employees not available (employee is not in a duty status when the roster is run); and M for an employee passed due to a military obligation. The employee will initial the roster for codes D and C.

SECTION 43.04: OVERTIME NOTICES

When employees are to be scheduled to work overtime on their regular days off, they will normally be given a minimum of one and one half work days' notice before the overtime is scheduled to begin. When employees are to be scheduled to work overtime in conjunction with their normal workday, they will normally be given a minimum of two hours' notice before the overtime is scheduled to begin. Under exceptional circumstances, the employer will promptly notify affected employees as soon as the need for overtime becomes known. The designated steward, upon request, will be informed of overtime worked, the number of hours and employees involved, and the abilities required for the work performed.

SECTION 43.05: UNION AND EMPLOYER MEETINGS OVER OVERTIME

Overtime work will be compulsory only when organizational requirements must be met. When non-volunteer employees have been compelled to work four consecutive scheduled days off, the appropriate Center steward may request and will be granted a meeting with the appropriate Center Director to discuss the situation. If the problem is not resolved it may be elevated to the next supervisory level. Upon presentation of valid documentation to the supervisor, an employee may request exemption from compulsory overtime for reasons of health, education, hardship or religion. The supervisor, upon consideration of the provided documentation and the need to have the employee on duty, may grant the exemption. When overtime requirements cannot be met by volunteers within the supervisory area or work crew, the supervisor responsible for the work to be performed may solicit volunteers from other supervisory work areas or work crews. Selection within the other supervisory work area or work crew will be consistent with the provisions of Sections A and B above.

SECTION 43.06: OVERTIME BREAKS

Except for extraordinary circumstances, employees will be allowed a ten minute paid break at the beginning of any overtime period of two hours or more immediately following an eight hour shift. Employees will be allowed a paid ten minute break during the middle of each period of four consecutive hours of overtime work.

SECTION 43.07: MINIMUM OVERTIME HOURS

Employees called in to work outside of, and unconnected with, their basic work week shall be paid a minimum of two hours pay and will be performing work related tasks such as lesson plans, training, room arrangements, laundry and maintenance duties for crafts & trades staff.

SECTION 43.08: MILITARY OPTIONS

When employees cannot take advantage of their turn for overtime work assignment opportunities due to required military meetings, they shall not be counted as having declined to work overtime. In such situations, employees will retain their priority on the overtime rosters provided they submit to their supervisors, upon their return to duty, a statement of attendance signed by the proper military authority.

SECTION 43.09: OVERTIME BACK PAY

When it is determined through the grievance or arbitration process, that the grievant, or grievants, have been denied the opportunity for overtime work in violation of this article, the grievant shall be made whole in accordance with 5 USC 5596. Payment is limited to the grievant or grievants that were improperly bypassed and cannot exceed the number of employees worked in violation of this Article.

ARTICLE 44 MISCELLANEOUS LEAVE

SECTION 44.01: LEAVE WITHOUT PAY (LWOP)

a. When possible, and with the approval of the Services Director Leave Without Pay (LWOP) will be granted to members of the Union to serve with AFGE. LWOP under this provision must be requested in writing 30 days in advance. Union members on LWOP under the provisions of this Article shall be entitled to return to their positions at any time, if their positions still exist. If their positions no longer exist, such members will be afforded full employment rights under Air Force Instructions. Short periods of LWOP under this Article will not reflect unfavorably on Union member's performance.

b. LWOP requests shall only be denied due to workload.

SECTION 44.02: BLOOD DONORS LEAVE

a. Employees are encouraged to volunteer as blood donors without compensation. When workload permits, an employee should be excused from work without charge to leave for the time necessary to donate blood, for recuperation following blood donation, and for necessary travel to and from the donation site. The maximum excused time should not exceed four hours, except in unusual cases. When the employee must travel a long distance or when unusual need for recuperation occurs, up to an additional four hours may be authorized. The same rules will apply for donation of platelets or plasma with the understanding the frequency will also be the same as for whole blood, except in special need situations. Employees must obtain approval for the time to donate blood in advance from the supervisor to be granted leave. If release cannot be granted because of workload considerations, the supervisor shall advise the employee when release would be appropriate. Employees, upon their return to work, must furnish original documentation, signed by an official of the institution receiving the donation, showing the date, time and place of the donation for verification (and reproduction if desired) by the supervisor. Requests for additional recuperation time will be supported by a doctor's certificate. Approval of additional time will be at the directorate or major staff office level.

SECTION 44.03: COURT LEAVE

Court Leave is leave of absence from duty without loss of pay or charge to annual leave to perform jury duty in a federal, state, or municipal court or to serve in an unofficial capacity as a witness on behalf of the US Government, the District of Columbia, or state or local government. All scheduled employees are eligible for court leave. Employees must present documentation issued by an appropriate authority specifying the actual times and dates the employee is in a witness status.

SECTION 44.04: VOTING LEAVE

1) When employees request excused absence to vote (voting leave) the supervisor will grant the amount of administrative leave that requires the least time off. Either permit employees to report to work three hours after the polls open or leave work three hours before the polls close.

2) Voting leave will be granted only to employees who are eligible to vote. The supervisor will be liberal in granting annual leave to employees who cannot, or do not vote, but wish to leave with their rides.

3) Employees on approved leave of four hours or less are eligible for voting leave.

4) To be approved, the voting leave must be requested in advance.

5) Voting leave, as described above, is not appropriate for Union elections since they are considered internal union business; however, use of annual leave or L WOP is appropriate in accordance with established leave policies.

SECTION 44.04 ADMINISTRATIVE LEAVE AND EXCUSED ABSENCES:

Administrative leave and excused absences are authorized absences for regular category employees from duty, without loss of pay or charge to another type of paid leave, which the Employer may grant.

SECTION 44.05: RELIGIOUS OBSERVATIONS

It is the policy of the employer to be reasonable and compassionate in leave and attendance policies for religious purposes and observations. Leave or-absence requests for activities such as the observation of religious holidays should be granted to the extent that normal work requirements permit.

SECTION 44.06: LEAVE TRANSFER PROGRAM:

This program allows regular category employees to voluntarily donate leave, within appropriate laws, rules, policies, regulations, and procedures, to other employees who need leave because of medical emergency. The Employer agrees to publicize employee requests, which will meet the program's criteria and the Union agrees to assist in such efforts. Employees will not be threatened, coerced, or intimidated for participating or not participating in this program, by either the Employer or the Union.

ARTICLE 45

HOLIDAYS

SECTION 45.01: GENERAL

Regular category employees are entitled to all holidays as prescribed by Federal law that may be added by Federal law, and that may be designated by Executive Order. Holidays will be observed in accordance with applicable laws, rules and regulations.

SECTION 45.02: HOLIDAY WORK ASSIGNMENTS

The opportunity for holiday work assignments will be rotated equitably, considering all center staff among qualified, available employees possessing the ability to perform the work to be accomplished on the holiday, by grade, as determined by qualifications at the lowest appropriate supervisory level. Holiday work will not be assigned to employees as a reward or penalty. Staffing for community events that could fall on a holiday are not scheduled based on qualifications and is rotated equitably.

SECTION 45.03: HOLIDAY SCHEDULING OF WORK

It is agreed that, subject to organizational requirements, work on holidays shall be held to a minimum. Work on holidays shall be compulsory only when official organizational requirements must be met. When work is scheduled to be performed on a holiday, affected employees will normally be given a one week notice. Should the Employer be unable to meet the notice requirement, the supervisor will notify the designated steward and inform the steward of the situation.

SECTION 45.04: HOLIDAY ROSTERS

Supervisors will maintain rosters based on service computation date to record all holidays worked and declined to assure each employee receives equal opportunity, in accordance with the particular abilities determined necessary to accomplish the *work* to be performed on the holiday, to participate in holiday assignments. Upon request, employee abilities, as they relate to holiday assignment, will be discussed with the employee.

Rosters may be reviewed by the steward designated by the Union to represent the organization upon request.

SECTION 45.05: LIBERAL LEAVE/PARTIAL BASE CLOSURE DAYS

On liberal leave/partial base closures days' where participation is expected to be limited management will determine which facility if any will open. Scheduling will be determined by a combined volunteer list. If there are too many volunteers' employees will be selected by seniority. If there are too few volunteers selection will be made by reverse seniority.

SECTION 45.06: BASE CLOSURE DAYS

Unless otherwise determined by management all facilities will be completely closed on base closure days and those employees entitled to leave will be expected to take annual leave or LWOP.

ARTICLE 46

DURATION

SECTION 46.01: EFFECTIVE DATE

- a. The Master Labor Agreement (MLA) shall become effective upon approval of HQ AFMC/SV and ratification by AFGE Local 916.
- b. The MLA shall remain in effect for 36 months from the date of execution by the parties.

SECTION 46.02: RENEWAL

This Agreement shall be automatically renewed for equivalent three year periods, 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 nor less than 90 calendar days prior to the expiration date of this Agreement.

SECTION 46.03: 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 Section 35.02 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.

DEFINITIONS

Accrued Leave - Leave which is available for use in accordance with Articles 23 and 24.

Consultation - A discussion between the Union and the Employer concerning matters of interest to the parties.

Counseling - A meeting between an employee and his/her supervisor at which the supervisor informs the employee about expected performance, achievements, shortcomings, rules to be followed, or other positive or negative (non-disciplinary) matters which are to be made a matter of record in the AF-971.

Emergency - A suddenly occurring event which could not reasonably have been anticipated.

Employee - Persons-appointed to work on a regular or flexible basis for a NAFI.

Employer - The managers and supervisors of a NAFI and its non-bargaining unit employee representatives.

Fund - A NAFI

NAFI-NAF Non-appropriated Fund Instrumentality. Refers to an entity established by the Department of Defense to administer non-appropriated funds in support of Air Force Morale, Recreation and Welfare activities.

Negotiation (also bargaining) - Efforts made by the Employer and the Union to provide arrangements for bargaining unit employees affected by personnel policies, procedures or working conditions which are under the control of the Employer.

Proposals - Something that is put forward for consideration by the Union or Employer to provide arrangements for bargaining unit employees affected by personnel policies, procedures or working conditions which are under the control of the Employer.

Representational duties - Prepare and present grievance and arbitration hearings in behalf of employee or the Union; represent an employee as otherwise provided by this labor agreement; meet and confer with management over personnel policies, procedures and working

conditions, represent the Union and employees in formal meetings called by management: represent the Union as otherwise provided by law and this labor agreement.

Reprisal - Unwarranted action taken against an employee because of participation in a protected activity. Various statutes protect an employee's right to, for example file a grievance, join a labor union. "whistle blow" and engage in EEO activity. If management takes action against an employee because of such activities management commits reprisal.

Seniority Roster - Roster that is run by the length of service based upon the Seniority Roster date.

Seniority Roster Date - Is the date in which the employee begins employment, including military and all prior status Federal government service. Seniority Roster Date will be used for roster purposes.

Time limits - Calendar days, unless otherwise specified, in the labor agreement beginning with the day after an event, a required notice, meeting, expiration of a period, etc.

Union - The labor organization having the right to act as the exclusive representative of the NAF bargaining unit employees.

Union Representative - An individual appointed by the Union to represent the interests of one or more bargaining unit employees and/or the Union. The representative may be an officer or business agent or Steward who is not paid from appropriated funds may represent a NAF employee in statutory procedures.

SIGNATORIES

It is mutually agreed this Master Agreement between the Oklahoma Air Logistics Center 72 MSG/SV and American Federation of Government Employees Local 916 to be effective March 17, 2007.

PRESIDENT

AFGE Local 916

For 72 MSG/SV

