

LABOR AGREEMENT  
BETWEEN  
37th TRAINING WING  
AND  
AFGE LOCAL 1367

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## INTRODUCTION

Lackland Air Force Base and the American Federation of Government Employees (AFGE) Local 1367 jointly resolve that a new relationship between Labor and Management as Partners is essential to our organization and our future in a new competitive era. To this end, this contract has been negotiated in the spirit of Partnership and the hope of continuing this relationship as we take on the many challenges that face us. We therefore are committed to the following principles:

1. Partnership requires mutual respect and understanding.
2. Partnership is a two-way street of cooperation.
3. Partnership requires a sharing of information prior to a decision.
4. Joint training, Alternative Dispute Resolution procedures, and consensus decisions enhance Partnership.
5. Partnership is an evolutionary process.

## PREAMBLE

The Employer and the Union agree that the public interest requires high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency.

The parties also agree that the well being of employees and efficient administration of the Government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment.

The parties further agree that the participation of employees should be improved through the maintenance of constructive and cooperative relationships between labor organizations and management officials. Subject to law and the paramount requirements of public service, effective Labor-Management relations within the Federal service require a clear statement of the respective rights and obligations of labor organizations and agency management.

## ARTICLE 1

### PARTIES TO THE AGREEMENT AND DEFINITION OF UNIT

SECTION 1: This Agreement is made and entered into by the Commander, 37 Training Wing, Lackland Air Force Base, Texas, hereinafter referred to as the “Employer” or “Management,” and the American Federation of Government Employees (AFGE) Local 1367, hereinafter referred to as the “Union,” and collectively known as the “parties.” The agreement covers all host and tenant permanent employees in the recognized bargaining unit.

SECTION 2: The employer hereby recognizes the Union under the provisions of Public Law 95-454, Title 7 dated 13 October 1978, as the exclusive representative for:

INCLUDED: All permanent Air Force Civilian employees paid from appropriated funds and serviced by the Lackland AFB Civilian Personnel Office. Included are all permanent professional employees employed by the Defense Language Institute, English Language Center (DLIELC), who are paid from appropriated funds.

EXCLUDED: All Fire Protection Flight employees, guards, and professional employees not assigned to DLIELC, management officials, supervisors, confidential employees, employees engaged in personnel work other than in a purely clerical capacity, employees engaged in administering the Statute, employees engaged in intelligence, counterintelligence, investigative, or security work which directly affects national security, or audit functions related to internal security of the Agency as described in 5 USC 7112(b) (2), (3), (4), (6) and (7).

SECTION 3: Management officials and supervisors, Union officials and representatives, and employees in the Bargaining Unit, whether Union members or non-union members, are required to abide by the terms of this Agreement.

## ARTICLE 2

### LEGAL AND REGULATORY REQUIREMENTS

SECTION 1: In the administration of all matters covered by the agreement, officials and employees are governed by existing Government-wide or future laws, and the regulations of appropriate authorities, including Agency policies and regulations in existence at the time the agreement was approved; and by subsequently published Agency policies and regulations required by law or by the regulations of appropriate authorities or authorized by the terms of a controlling agreement at a higher Agency level.

SECTION 2: The parties agree that nothing on this agreement shall affect the authority of the Employer:

A. To determine the mission, budget, organization, number of employees, and internal security practices of the Employer; 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 Bargaining Unit employees;

(2) To assign work, make determinations with respect to contracting out, and determine the personnel by which Agency operations will 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.

C. To relieve employees from duties because of lack of work or for other legitimate reasons;

D. To maintain the efficiency of the Government operations entrusted to it;

E. To determine the methods, means, and personnel by which such operations are to be conducted; and

F. To take whatever actions may be necessary to carry out the mission of the Employer during emergencies.

SECTION 3: The requirements of Public Law 95-454 apply to all supplemental, implementing, subsidiary, or informal agreements between the Employer and the Union. In the event there is a conflict between this agreement and future Government-wide and Agency regulations, the contract shall be brought into conformance, subject to the Impact and Implementation Bargaining process.

## ARTICLE 3

### RIGHTS AND OBLIGATIONS

#### SECTION 1: Employer Rights and Obligations.

A. The Employer retains the rights as set forth in Article 2 Section 2.

B. The Employer agrees to respect the good faith relationship, which must exist between the Parties, and comply with the provisions of 5 USC, and Public Law 95-454.

#### SECTION 2: Union Rights and Obligations

A. The Union is entitled to act for and negotiate this agreement governing all employees in the Bargaining Unit, and shall be responsible for representing the interest of all such employees without regard to Union membership and without discrimination on the basis of non-Union membership.

B. The Union, as representative of the employees in the Bargaining Unit, shall have the right and responsibility to present its views orally or in writing on matters concerning personnel policies, practices and working conditions of the employees in the Bargaining Unit. Such views should relate to Employer policy determinations/changes affecting the Bargaining Unit as whole and not individual Bargaining Unit employee dissatisfactions.

C. The Union shall be given the opportunity to be represented at formal discussions between management and employees or employee representatives concerning grievances, personnel policies and practices or other matters affecting the general working conditions of the employees in the Bargaining Unit. The right to be present does not extend to informal discussions with an employee.

D. The Union agrees to respect the good faith relationship, which must exist between the Parties and comply with the provisions of 5 USC and Public Law 95-454. The Union further agrees that it will not take problems or issues off the installation until all efforts to resolve the dispute have been made locally and with the knowledge of the Labor Relations Officer.

E. When requested to represent an employee in a grievance, the Union agrees to assess the facts objectively and give the employee realistic counseling relative to the merits of his/her grievance, appeal, and/or EEO complaint. The Union will not encourage or abet an employee in prosecuting a grievance, appeal, and/or EEO complaint, which the Union recognizes to be invalid or frivolous and will encourage and assist employees to develop constructive self-discipline and to fulfill their responsibilities under this Article to the extent possible.

F. The Parties agree to encourage and foster a positive program in supporting contributions to charity. Such contributions shall be on a voluntary basis.

### SECTION 3: Employee Rights and Obligations.

A. The Parties agree that all Bargaining Unit employees shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization or to refrain from any such activity, except as expressly provided hereinafter and in Public Law 95-454, and Air Force directives. The freedom of such employees to assist an employee organization shall be recognized as extending to participation in the management of the organization and acting for the organization in the capacity of an organization representative, including the presentation of its views to officials of Lackland AFB. The Employer and the Union shall take action consistent with laws as may be required, in order to assure the employees are informed of their rights described in this Article and that no interference, restraint, coercion, or discrimination is practiced to encourage or discourage membership in the Union.

B. Employees shall discharge their assigned duties conscientiously, in the most effective manner possible, and observe in spirit and action all laws and all regulations governing their employment. They are expected to conduct themselves in an acceptable manner at all times so that their employment reflects favorably on the Air Force and the public service.

C. An employee of the Bargaining Unit who is the subject of an examination or investigation by a supervisor or other representative of the Employer shall be given the opportunity to have representation if

(1) The employee reasonably believes that the examination may result in disciplinary action against the employee, and

(2) The employee requests representation during the examination. Should such request be made, no further questioning will take place until a representative is present. A notice of this right of representation will be published in base bulletins annually.

D. The Parties recognize that employees shall have access to all rights, privileges and protections that are afforded by applicable laws, regulations and this Agreement, and encourage the exercise of such rights. An employee may exercise appellate rights established by law or regulation, and choose his/her representative in an appellate action.

E. Employees are expected to confer with line management officials, starting with the immediate supervisor, to discuss matters, obtain information or resolve problems related to their Air Force employment.

F. Bargaining unit employees are expected to comply with reasonable dress and grooming standards, based on comfort, productivity, health, safety, and type of position they are assigned to. Any prohibition of dress and appearance will be based on a showing that the prohibited thing contributes to unsafe, unhealthy, nonproductive, or disruptive environment.

## ARTICLE 4

### MATTERS FOR CONSULTATION OR NEGOTIATION

SECTION 1: Matters appropriate for consultation or negotiation between the Parties shall include personnel policies, practices, and matters affecting working conditions of employees in the Bargaining Unit that fall within the scope of the Employer's authority. Such matters include, but are not limited to: safety, training, labor-management relations, employee services, methods, practices, and hours of work. It is further agreed that these matters relate to policy determinations in the above areas and not day-to-day operations or individual dissatisfactions.

SECTION 2: In prescribing regulations relating to personnel policies, practices, and working conditions, the Employer shall have due regard for the obligations imposed by the above paragraph. However, the obligation to meet and confer does not include matters with respect to the mission of the agency; its budget; its organization; the number of employees; and the numbers, types, and grades of positions or employees assigned to an organizational unit, work project or tour of duty; the technology of performing its work; its internal security practices, or any other matter under retained management rights as stated in Article two (2). This does not preclude the Parties from negotiating agreements providing appropriate arrangements for employees adversely affected by the impact of realignment of work forces or technological change.

SECTION 3: The Employer or the designated representative, and the Union, through appropriate representatives, will meet at reasonable times and confer in good-faith with respect to personnel policies, practices, and matters affecting working conditions, so far as may be appropriate under applicable law and regulations, a national or other controlling agreement at a higher level in the agency, such as Public Law 95-454.

SECTION 4: The following procedures will apply for the implementation of changes in personnel policies, practices, and working conditions, which are not otherwise covered by this Agreement for the duration of the Agreement. The Employer will give the Union prior notice of proposed changes in personnel policies, practices, and working conditions, which are not covered by this Agreement. If the Union requests negotiation on the subject, the Parties will make good-faith efforts to arrive at mutual agreement prior to implementation of the change.

SECTION 5: The Employer will inform the Union on matters concerning changes that may affect employees in the Bargaining Unit that are not appropriate matters for consultation or negotiations when the Employer deems such action appropriate.

## ARTICLE 5

### EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1: The Parties agree that they will continue to work cooperatively to assure that all employees have equal employment opportunities and that no one is discriminated against because of race, color, national origin, sex, religion, age, or physical handicap. The Employer is obligated to maintain a positive, continuing Equal Employment Opportunity Program in accordance with directives and guidelines of appropriate higher authority, which may include but no limited to OPM's directives and guidelines. The Parties agree to endorse and support Equal Employment Opportunity policies and programs.

SECTION 2: Unless it would impose an undue hardship on the operation of the employer's business, the employer will provide reasonable accommodation to handicap employees. This may include but is not limited to, qualified readers or interpreters, or other methods to ensure that communications provided to the employees are received and understood by special needs employees.

SECTION 3: A subcategory to the current handicap awards program will be specifically tailored to employees with mental handicap that precludes them from fairly completing within that category.

## ARTICLE 6

### UNION REPRESENTATION

#### SECTION 1: Obligation to Identify and to Recognize

A. For the purpose of representation of bargaining unit employees and consultation with Management on appropriate matters, including the application and interpretation of this Labor Agreement, the Employer agrees to recognize union officers and other representatives designated in writing by the Union President or designee, including one steward to be assigned by the Union for each 75 Bargaining Unit employees. Within a reasonable amount of time of the election to office, the local President or designee will furnish the Labor Relations Officer (LRO) a listing of authorized or designated officers and stewards, including the following contact information: name, telephone number, organization symbol, area of responsibility and supervisor's name. The names and contact information for union representatives shall be communicated to bargaining unit employees and management officials within 10 working days of receipt. Additions or deletions to the list of officers and stewards will not be recognized until the local's President or designee notifies the LRO of the change in writing. The appointment of stewards is a sole right of the union. Organizational groupings for steward appointments will be made so that all members of the Bargaining Unit will have reasonable access to a steward and the stewards will have a reasonably balanced constituency. Stewards will be authorized to consult with Management regarding matters pertaining to their designated organizations but not organization(s) serviced by other stewards.

B. The chain of command for the Union is as follows: President, Executive Vice-President, 1<sup>st</sup> Vice President, 2<sup>nd</sup> Vice-President, Treasurer, Secretary, Chief Steward, Sergeant-at-Arms, Trustee 1, Trustee 2 and Trustee 3.

#### SECTION 2: Points of Contact and Representatives

A. The steward(s) within the organization will serve as the initial point of contact. All officers of the local may function as stewards by virtue of their office. The Parties agree that the Employer will recognize only correspondence signed by the President of AFGE Local 1367 or the person designated in writing to act in behalf of the Union concerning Union-Management relations. This includes cases submitted by the Union under the grievance procedures of Article 22 and unfair labor practice charges and complaints. Any written or oral communication to the above Union Officials will be deemed as notification and acknowledgment on behalf of the Union. Names of stewards and assigned areas will be posted by Local 1367 in the permanent section of available bulletin boards.

B. The Union President or the President's designee shall have the authority to ensure equitable distribution of workload amount to the union stewards. The employee's representative will be designated in writing on a Letter of Consent and Designation of Representative form, which will be signed by the employee, his/her representative and the Chief Steward or the union president. The union retains its right to designate its representative and their union duties without interference.

SECTION 3: There shall be no interference, coercion, discrimination or reprisal against any employee in the exercise of his/her rights assured by public law 95-454, Air Force Regulations and other directives, and for the representation of employees as specified in this Agreement.

#### SECTION 4: Official Time for Employees

Employees who are otherwise in a duty status will be granted official time to prepare and present responses to proposed disciplinary actions, appeals covered by statutory procedures and grievances under the Negotiated Grievance Procedure. Employees will be released at the earliest opportunity consistent with mission requirements at the employee's workstation.

#### SECTION 5: OFFICIAL TIME FOR TRAINING OF UNION REPRESENTATIVES

A. The Employer agrees to grant up to a total of 120 man-days per year of official time for union officers or stewards to attend Union-sponsored training sessions on labor-management relations, provided that such training is of mutual concern to both Parties and the Air Force interests will be served by the attendance of Union representatives.

B. The Union will submit requests for official time to the Labor Relations Officer (LRO) at least 21 calendar days in advance of the proposed release date. The request will include the names of the union officials and sufficient information concerning the content and schedule of the training session to allow time to determine whether official time is justified.

C. Official time for training will be approved except in cases where the absence of an employee or employees would significantly interfere with the Employer's mission. Should such disapproval occur the specific reasons would be furnished to the union president at the time of the disapproval.

SECTION 6: The Parties agree that the primary responsibility of each employee is to perform the duties of his/her official position. Official duty time will be granted Union Officials/Stewards only for authorized activities as specified in this Agreement.

A. Officers and Stewards may be authorized to be absent from their duty stations for the following purposes provided that each representative fully and properly complies with the provisions for requesting use of duty time as provided for in Section 7 of this Article.

- (1) To represent the Union in formal discussions with Management involving personnel policies, practices, or working conditions.
- (2) To assist a Bargaining Unit employee (BUE) in preparing a response to a proposed disciplinary action.
- (3) To prepare to represent a BUE or the union at an arbitration hearing.
- (4) They may serve as a Union observer at a hearing or other formal proceeding as authorized by appropriate directives, unless an official of the Union is serving on duty time as the employee's union representative. In this case, the observer must be charged annual leave or leave without pay if he/she would otherwise be in a duty status.
- (5) Represent the Union on DOD wage survey teams.
- (6) Mediation under the negotiated grievance procedure.

- hearing.
- (7) When called to appear as a witness at any step of a grievance or at an arbitration hearing.
  - (8) To assist a BUE or act for the employee in preparing and processing an appeal covered by statutory procedures.
  - (9) To represent a BUE in appeal hearings covered by statutory procedures.
  - (10) To attend meetings scheduled or authorized by management.
  - (11) To prepare for meetings scheduled with management.
  - (12) To represent the Union on approved committees authorized by this Labor Agreement.
  - (13) To represent the union on DoD wage survey teams.
  - (14) To participate in labor-management committee activities.
  - (15) To participate in informal discussions with management for the resolution of unfair labor practice (ULP) charges.
  - (16) The union president, under the guidelines of official time as stated in this CBA, can prepare ULP charges. Preparation and attendance at ULP hearings will be consistent with statutory guidelines.
  - (17) To prepare responses to management-initiated correspondence.
  - (18) To accomplish other purposes as mutually agreed by the union and the LRO or the Chief of EMR/LRO office.
  - (19) To allow travel time as required in accomplishing any of the above.
  - (20) To assist mentally handicapped employees with civilian personnel matters.

B. Duty time is not authorized for the following activities:

- (1) Solicitation of membership or dues, and other internal business of a labor organization shall not be conducted during the duty hours of the employees concerned.
- (2) Meetings not approved or not arranged by Management.
- (3) Unilateral investigation of unfair labor practice allegations without the prior knowledge of Management and specifically approved by the Labor Relations Officer.

## SECTION 7: Official Time Release Procedures

A. When a union representative needs to leave his or her assigned workstation, to conduct authorized labor-management business, that representative will first request and obtain permission of the immediate supervisor. As a general rule, the request will be made at least 24 hours in advance. In requesting release, the union representative will provide his/her immediate supervisor with sufficient information to understand to complexity of issues for which official time is requested. This will include the nature of the function to be performed, the location, the name(s) of the employee(s) and or manager(s) to be contacted, and the estimated duration of the meeting. Supervisors will respect the confidential nature of this information. Upon return to the work area, the union representative will advise the supervisor of his or her return. In the event of disagreement concerning the amount of official time to be granted, the matter will be submitted to the Labor Relations Officer (LRO) for resolution.

B. The union recognizes that there may be times when the absence of a union official from his/her workstation will cause a substantial disruption at his/her workstation. When this occurs, the requested time of release may be denied and the union official's supervisor will, at the time of denial, schedule an alternate release time for the use of official time.

C. Supervisors will require from the steward, the nature of the function to be performed (but not privileged information), destination, and name of employees to be contacted and estimated duration of the meeting to determine the amount of time to be authorized. The request will normally be granted as promptly as the workload will allow. A reasonable amount of time, dependent upon the circumstances in each individual case, will be granted. In the event of disagreement concerning the amount of official time to be granted, the matter will be submitted to the Labor Relations Officer for resolution. Upon release, applicable portions of the "Official Time Request for Union Representative/Employee" form will be completed by the supervisor.

D. Employees, both principals and representatives, will use the minimum time necessary and report back to their respective supervisors promptly upon completion of the authorized business for which duty time was granted by the supervisor. Union representative shall inform his/her supervisor of their return back to the work area and the supervisor shall sign the "Official Time Request for Union Representative/Employee" form and maintain for accounting purposes. The union representative will be provided a copy of the form when it is completed.

SECTION 8: The Union agrees to notify the employer, normally the Labor Relations Officer, in advance of the proposed visit of national officers or representatives of the American Federation of Government Employees (AFL-CIO) for the purpose of conducting appropriate Union-Management business. Consultations between the Parties (i.e. local and national representatives and the Labor Relations Officer) will take place as appropriate or upon request. The Labor Relations Officer will make appointments for the national representatives with the appropriate management officials when necessary.

## ARTICLE 7

### BASE CLOSURE

SECTION 1: Management and the Union agree that in the event Lackland AFB becomes the target for base closure, both parties will jointly develop an informal booklet for all civilian personnel serviced by the Lackland Civilian Personnel Office (CPO). The booklet will cover such topics as employment, displacement rights, priority placement, and joint employee assistance office.

SECTION 2: Management and the Union agree to work together to ensure the safety and security of the people, while faithfully discharging lawful, mandated actions by the Base Realignment and Closure (BRAC).

## ARTICLE 8

### COMMUNICATIONS

#### SECTION 1: Bulletin Boards

A. When requested, appropriate wall space will be designated for the Union to install bulletin boards not to exceed 23" x 35" in appropriate, common-use areas designated by the supervisors in charge of that area, for the display of Union literature, correspondence, and notices. The Union will obtain approval of the Labor Relations Officer for the location and design of each Union bulletin board. This provision does not apply to organizations, which do not have eligible employees in the Bargaining Unit.

B. The installation of Union bulletin boards under Section 1A above and posting of material on them will be done by Union officials under the provisions of Article 6 or by other Union officials or stewards during their non-duty hours. The Union accepts full responsibility for the conduct of its officials and proper maintenance of its bulletins boards. The Union will ensure that only current, relevant, and inoffensive material will be posted. The Union will ensure that the name of the Union official or steward responsible for maintaining its bulletin boards will be posted on the lower left-hand corner of each bulletin board.

#### SECTION 2: Distribution of Literature

Union newspapers, circulars, and notices may be distributed by Union officers or stewards in non-work areas approved by the appropriate supervisor and in lunch areas other than military dining halls, base restaurants, and snack bars. However, distribution of literature at no time will interrupt the work activity of the organization or the privacy of any individual. An exception to non-distribution in work areas may be granted by the area supervisor in those places within a work area where the Employer has set aside an area with tables and seats for use of employees during lunch periods provided no other space is designated as a lunch area. Distribution of literature will be made during the non-work time of Union officers and stewards making the distribution, and employees receiving the literature.

#### SECTION 3: Notice of Posting and Approval for Distribution of Literature

A. A copy of all material that the Union proposes to post on its bulletin boards, except notices of Union membership meetings, appointments and general announcements, will be provided to the Labor Relations Officer a minimum of seven (7) work days in advance of the proposed posting. Union leadership will be responsible for ensuring no inflammatory information is posted on installation bulletin boards. The Labor Relations Officer will notify the Union in writing of any material not approved for posting.

B. Union literature, newspapers, notices, and/or circulars proposed for distribution will be submitted to the Labor Relations Officer a minimum of seven (7) workdays in advance of the proposed distribution date. The Labor Relations Officer will notify the Union in writing of any material not approved for distribution.

C. Literature is approved for posting and/or distribution provided that it does not violate any law, applicable provisions of this Agreement, the security of the Employer's installation, regulation of a higher authority, or contain libelous or indecent material. The Union will be responsible for the contents and distribution or posting of their literature. Violation of standards described in this Article may be grounds for the suspension or revocation of authority to post or distribute literature.

#### SECTION 4: New Employee Orientation

The Civilian Personnel Office will notify the Union 10 work days in advance of scheduled orientation for new employees entering into the Bargaining Unit. A Union representative will be allowed 10 minutes during the New Employee Orientation to distribute literature, provide names and phone numbers of Union representatives, and answer any questions the new hires may have. Any literature used will be pre-approved by the Employer.

#### SECTION 5: Availability of Regulations

The Employer will inform all employees of the rules governing their employment. Employees may ask their supervisors for information regarding the availability of Air Force Instructions and Regulations and other Air Force publications affecting personnel policies, practices, and working conditions.

#### SECTION 6: Publication and Distribution of Agreement

A. The employer agrees to provide a copy of the current Labor Agreement to all new Bargaining Unit Employees who attend the New Employee Orientation briefing.

B. The Employer agrees to print and distribute copies of this Agreement to employees of the Bargaining Unit. The Employer agrees to provide the Union with 300 copies of this Agreement.

## ARTICLE 9

### USE OF OFFICIAL FACILITIES AND EQUIPMENT

SECTION 1: A Union official or steward is entitled to reasonable privacy (an environment where they cannot be heard by other people) when conducting an authorized discussion of a grievance or EEO complaint filed under this Agreement by a Bargaining Unit employee who has designated the Union official or steward in writing as his/her representative.

SECTION 2: The Employer will allow Union officials and stewards the use of Employer telephones for local calls in the performance of their representational functions authorized to be accomplished on official time in accordance with Article 6 of this Agreement. Supervisors will permit Union officials and stewards to use the nearest phone line which ensures the individual reasonable privacy (an environment where they cannot be heard by other people) in conducting the representational functions authorized to be accomplished on official time. Union officials and stewards will obtain permission from their immediate supervisor before leaving their official duties for this purpose. In the event there is a question of priority, the use of phones for Air Force business will take precedence over the use of phones authorized in this Article.

SECTION 3: Management will provide Local 1367 with two (2) computers and a printer in good working order. Management agrees to repair/replace such equipment as required to include software upgrades to meet the standards of the 37 Training Wing. The Union will provide all other material and supplies needed to conduct Labor-Management Relations Program business.

SECTION 4: For the life of this Agreement, the Employer will allow the Union to continue to use and occupy Building 6149 on Lackland Air Force Base under the same lease terms and conditions in effect on 01 July 1997. In the event Building 6149 is destroyed, becomes unsafe, or must be replaced to make way for building plans of the Employer, the Employer will within 30 days of such occurrence provide the Union with another on-base facility of substantially similar size or greater, and substantially similar condition, or better.

#### SECTION 5: E-MAIL USAGE

E-mail usage will be for standard correspondence between the union officials to employee members of local 1367.

## ARTICLE 10

### HOURS OF WORK

#### SECTION 1: Terms Explained

A. Administrative Workweek: Seven consecutive calendar days constitute an administrative workweek. The Air Force 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 work schedule extends into the next calendar day or into the following administrative workweek.

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

C. Regular Tour of Duty: The regular tour of duty for Lackland Air Force Base employees is five 8-hour days, Monday through Friday.

D. Uncommon Tour of Duty: Any 40-hour basic workweek scheduled to include Saturday and or Sunday, for four workdays or less but not more than six days of the administrative workweek. An uncommon tour of duty may be established when necessary for efficient operations or when the cost of operations can thus be reduced without imposing undue hardship on employees.

E. Alternate Work Schedules (AWS): Work schedules made up of flexible or compressed schedules that are alternatives to the regular, five 8-hour day tour of duty.

F. Flexible Schedule: Flexible schedule is that portion of the work day during which the employee has the option to select and vary starting and stopping times within established limits set by installation level approving officials for AWS.

G. SCD: Federal Service Computation Date stated in/appearing on an employee's Leave and Earning Statement.

#### SECTION 2: Tours of Duty

A. It is recognized that Management is authorized by law and regulation to establish tours of duty, determine the number of employees assigned to a tour of duty, and to assign individuals to tours of duty and to work shifts, as necessary to effectively accomplish its mission. Assignment to tours of duty and rotation of employees on multiple shift operations will be made on a fair and equitable basis. Voluntary requests of employees for assignment to a different shift will be given fair and practical consideration.

B. Duty hours will normally be scheduled for the same hours each day of the basic workweek. However, they may be staggered to allow for different start, finish, and lunch times. Meal breaks in excess of one hour during a scheduled workday will not be permitted.

C. Normally, employees work schedules will be arranged to allow each employee two consecutive days off within an administrative workweek, unless otherwise required to resolve operational

problems, for efficiency or mission accomplishment. For changes in shifts where employees volunteer, no minimum time of notification is required. A reasonable amount (normally two weeks) of time as an advance notice will be given when employees who have not volunteered are to be assigned to a different shift or to different hours of duty. Emergency mission requirements may override the advance notice minimum contained herein. Written reasons will be provided to the steward(s) of the area in such cases.

D. Employees assigned to activities that use multiple shifts shall after being assigned to the same shift for 180 days, have the right to request a change to a different shift. Consideration will be given to employees enrolled in off-duty educational courses and personnel with established health problems or family medical problems.

E. Supervisors will consider voluntary requests of employees qualified for assignment to a different shift. Voluntary assignment requests must be submitted to their first-line foreman or supervisor before the posting of the next scheduled shift change.

F. A roster of shift assignments will be maintained by the employee's immediate supervisor and will be made available to authorized Union officials or stewards on request. The roster will be posted on the employee bulletin board or other area designed as such. The roster will contain the following:

1. Employee's Name
2. Date of Assignment to Shift
3. Days Off

### SECTION 3: Changes to the Basic Workweek

A. Changes to basic workweeks will be kept to a minimum and will be made only when necessary to resolve operational problems. When management contemplates changes in the hours of established shifts, the supervisor notifies the employee according to Section 2C of this Article. When management contemplates the establishment of a new shift, the Union is notified according to Section 4, Article 4. Views of the Union will be considered by management prior to the decision to make a change.

B. The requirement to discuss minor changes in the established basic workweek for individuals or for other temporary changes to established basic workweeks is waived when the immediate supervisor and the individual employee(s) concerned agree to the change or mission requirements dictates. When there is no such agreement, such changes will require prior notice and consultation with the designated union representative.

C. The Parties agree to address Alternative Work Schedules on a case-by-case basis according to Article 4 Section 4.

### SECTION 4: Lunch Periods

A. The basic 8-hour work day normally will be broken by a lunch (or other meal) period which will begin not less than 3 nor more than 5 hours from the start of the duty tour and will not be considered

compensable time. During this period, employees will be relieved of all duties, discussion of duties, and receiving of orders.

B. When deemed necessary for mission accomplishment or operational efficiency, the Employer has the right to continue or establish tours of duty for which the basic workday will be eight (8) consecutive hours without an off-duty lunch (or other meal) break. In such instances, workload permitting, employees will be allowed an on-the-job meal period not to exceed 20 minutes in length. On-the-job lunch periods require that; employees spend their on-the-job lunch at or near their workstations.

#### SECTION 5: Rest Periods

A. Rest periods, not exceeding a total of 15 minutes during each 4 hours of continuous work, may be authorized in instances where the Employer determines that it will be of benefit to the service and where workload permits. If the work period is less than 4 hours, a rest period may be granted when warranted to protect the health or safety of the employee.

B. Rest periods will not be continuations of lunch periods and will not be granted immediately prior to closing time. A rest period begins when an employee stops work and ends when he/she starts work again.

C. Rest periods, when authorized, shall not be accumulated, nor shall compensatory time off be granted in lieu of a rest period.

#### SECTION 6: Make Ready and Clean-Up Time

Incidental duties that are directly connected with the performance of the job, such as obtaining and replacing work tools or materials, and similar tasks, shall be considered part of the job within the established tour of duty.

## ARTICLE 11

### OVERTIME

SECTION 1: The Parties agree that the administration of overtime work is solely a function of management. The selection of employees for overtime work shall be on a fair and equitable basis consistent with job and skill requirements. An employee who declines an offer of overtime shall be deemed to have worked the overtime for purposes of equitable distribution of overtime work.

SECTION 2: Employees are expected to perform authorized overtime when assigned. However, an employee shall not be required to perform overtime work if it will impair his/her health or cause extreme hardship. Further, when an overtime requirement conflicts with an employee's religious obligations or practices, consideration shall be given to excusing the employee from the assignment or permitting him/her to do the work at another time. Employees will not be required to work overtime if other equally qualified employees volunteer to accomplish the work required.

SECTION 3: Employees shall be advised of selection for overtime work as far in advance as practicable.

SECTION 4: Employees called in to work outside of and unconnected with their basic workweek shall be paid a minimum of two (2) hours pay regardless of whether the employee is required to work the entire two (2) hours. Scheduled or non-scheduled overtime continuous with an employee's regularly scheduled tour of duty is not considered callback overtime.

#### SECTION 5: Policy for On-Call Process

A. Objective: The Objective of this policy is to provide Lackland AFB with after duty hour services to ensure mission success.

##### B. Definitions:

1. On-Call Employee - An employee who is required to respond when called after duty hours.
2. Volunteer - An employee who agrees to be on-call and to be available to respond.
3. Response Time - The time from when an employee is notified until the employee reports for duty.

C. Procedures: Management may maintain an On-Call Program. On-Call employees will not be required to carry pagers unless they are willing. On-Call will be for a period determined by management. Management will determine the appropriate specialties required at any given time. Individual areas will establish On-Call Rosters based upon equitable distribution of the duty among participants. On-Call response time will be determined by specialty.

ARTICLE 12

HOLIDAYS

SECTION 1: Eligible employees shall be entitled to all holidays that are established by Federal law. For information, the following are the current holidays and will be changed only by Federal law or Executive order.

New Year's Day	January 1st
Martin Luther King Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th

SECTION 2: When a holiday falls on one of an employee's scheduled days off, the holiday for such employee shall be determined in accordance with the following:

A. For those employees whose regularly scheduled workweek is Monday through Friday, when the holiday falls on Saturday, the day observed will be Friday; when the holiday falls on Sunday, the day observed will be Monday.

B. Employees whose workweek is other than Monday through Friday will receive holiday benefits according to the following schedule when a holiday falls on a non-workday:

Scheduled Days Off	When Holiday Falls On	Days Off in Lieu of Holiday
Sunday-Monday	Sunday Monday	Tuesday Saturday

Monday-Tuesday	Monday Tuesday	Sunday Sunday
Tuesday-Wednesday	Tuesday Wednesday	Monday Monday
Wednesday-Thursday	Wednesday Thursday	Tuesday Tuesday
Thursday-Friday	Thursday Friday	Wednesday Wednesday
Friday-Saturday	Friday Saturday	Thursday Thursday

SECTION 3: It is agreed that the scheduling of work on holidays or observed holidays shall be held to a minimum subject to the Employer's mission requirements. Whenever practicable, holiday work shall be performed by volunteers. In the absence of volunteers or management's ability to accept volunteers, holiday work will be distributed equitably among all qualified employees. Supervisors will maintain records of holiday work. Such records may be reviewed by concerned employees and Union stewards. The supervisor, after serious consideration, may upon employee request, relieve an employee from a holiday assignment if his/her reason is justifiable to the supervisor and there are sufficient qualified employees available to accomplish the workload.

SECTION 4: An employee may request leave for observance of a religious holiday, which is not identified in Section one (1) of this Article. Such leave may be granted unless it would adversely affect mission accomplishment. The supervisor will advise the employee of his/her approval or disapproval as far in advance as practicable for leave during a religious holiday.

## ARTICLE 13

### LEAVE

**NOTE: In addition to the requirements listed below, supervisors should consider employee's desires and personal convenience as well as the work situation 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 1: Supervisors will

A. Consider employee written requests for leave when establishing annual leave schedules in January; if leave cannot be granted as requested, the supervisor will tell the employee the reason why and schedule leave for other dates acceptable to the employee.

B. Consider not granting preferred dates to the same employees each year when other employees also request leave on the same dates, such as during holiday periods.

C. Notify employees by 15 Feb of each year if their leave schedule for the year was approved.

However, the final determination as to the time and amount of annual leave granted rests with the supervisor authorized to approve leave. Once an employee has made his/her leave selection, permission to change will not be permitted when such change will disturb the choice of another employee, unless an emergency arises and is approved by the supervisor.

SECTION 2: The Employer agrees, in the absence of compelling reasons to the contrary, to grant vacations of 30 consecutive calendar days to employees who desire to take special vacations.

SECTION 3: Leave without pay may be granted to officials of the Union to serve with AFGE in accordance with applicable laws and regulations for a period not to exceed one (1) year in the absence of compelling reasons requiring denial of such requests. Requests for extension not to exceed periods of one (1) year may be granted when warranted by circumstances. Requests for leave without pay and extensions must be requested at least 60 days in advance. When an employee is granted leave without pay under this provision, he/she will be returned to the position he/she would have been entitled to, had the employee not taken leave without pay.

SECTION 4: Leaves of absence for formal education purposes and excused absences for voting shall be in accordance with applicable regulations.

SECTION 5: Sick leave of more than three (3) consecutive days will be supported by a medical certificate stating the duration employee was incapacitated, unless, the employee was not attended by a physician. If a physician did not attend the employee, the employee's personal certificate showing satisfactory evidence and the duration employee was incapacitated, may be accepted by the leave-approving official.

SECTION 6: Employees who, because of illness, are released from duty on advice of medical authority shall not be required to furnish a medical certificate to substantiate sick leave for the day released from duty.

SECTION 7: When there is reason to believe that an employee is abusing sick leave, a medical certificate may be required for absence of three (3) days or less. This requirement must be limited to cases of suspected abuse and can be imposed only when the employee has been specifically informed of the requirement in advance.

SECTION 8: Eligible employees may be granted advance sick leave up to 30 days in cases of serious illness or disability subject to the following conditions:

A. The application for sick leave is supported by a medical certificate containing clear explanation of the illness and indicating the date the employee may be expected to return to duty.

B. The circumstances are such that the employee will be expected to return to work for a sufficient period to earn the sick leave advanced.

SECTION 9: The Employer shall not publicly post individual or group sick leave records, which identify employees by name.

SECTION 10: If an employee becomes temporarily incapacitated to perform the full range of his/her duties, the supervisor shall make reasonable effort to detail him/her for up to 90 days to duties he/she is qualified and capable of performing.

SECTION 11: Annual leave and sick leave for prearranged medical appointments will normally be scheduled in advance. In case of illness or emergencies that cannot be foreseen, the following procedures apply in requesting sick or annual leave:

A. The employee will personally telephone his/her supervisor or the designated alternate if it is possible to do so. Otherwise, he/she will have an immediate family member or other responsible individual call for him/her as specified below.

B. The employee will call as early as practicable within two (2) hours after he/she is scheduled to report for duty. In cases where shift work is involved, an employee will contact the supervisor at least one (1) hour before the start of the shift.

C. If the supervisor is not on duty, the employee will make his/her leave request to the person designated to act in the supervisor's place.

D. The employee or the person calling for the employee will specify the type of leave and the amount requested, whenever possible, and will explain the condition or circumstances that brought about the telephone request for leave.

E. If leave is properly requested as outlined above, the employee will be informed whether the leave is approved or disapproved at the time of the request.

F. If the first-line supervisor or alternate is temporarily unavailable, the employee will leave a phone number where he/she can be contacted, if circumstances permit. The supervisor will call the employee back in a short time and give a decision on the request. Otherwise, the employee should again contact the supervisor as soon as feasible.

SECTION 12: Court leave without loss of pay or charge to annual leave will be granted in accordance with applicable laws and regulations.

A. If an employee serving as a juror is excused or released by the court, he/she is expected to return to duty unless this would be impractical. In determining whether the employee will be required to return to duty, the supervisor considers the amount of time remaining in the workday, any special need for the employee's services, the distance involved, and the type of transportation available. An employee is not expected to return to work unless the employee can perform at least two (2) hours of work during his/her current workday. If the employee fails to return to duty, as directed, he/she is charged either annual leave, leave without pay, or absence without leave for the excess time involved.

B. A night-shift employee who performs jury service during the day is granted court leave for his/her regularly scheduled night tour of duty and is entitled to the night differential.

## ARTICLE 14

### TRAINING

SECTION 1: The Employer and the Union agree that Lackland AFB must prepare its civilian work force to meet the demands of the future. Such development must be systemic, purposeful and tailored to the needs of the employees. Training and development of employees is a matter of importance. The Employer shall determine appropriate training and development needs for employees and will select the employees to receive the training consistent with mission requirements and subject to budgetary and regulatory limitations. Training determined to be consistent with mission requirements and duty assignments will be funded through Government resources to the extent possible. The Parties further agree that employees will be provided with equal opportunity for self-development and advancement. Where necessary and feasible, training authorized by law and regulation should be provided within the capability of the Employer. Through management-labor cooperation, the parties shall seek the training and development of all employees. Consistent with mission requirements management agrees to develop and maintain forward looking effective policies and programs designed to achieve this purpose.

SECTION 2: The Parties agree that the following principles apply to training within the Bargaining Unit:

- A. Identification of Training needs: Management officials and supervisors are encouraged to identify and document training and development needs of employees, to include certification, licensure, and/or certification requirements. Generally, in-service training is job related training conducted during duty hours at the work place.
- B. When training is given primarily to prepare employees for advancement or is required for promotion and the training is not part of a development program, selection for the training will be made under competitive procedures.
- C. Employee requests for training will be made to the supervisor. The supervisor will determine if the request is in the best interest of both the Air Force and the employee. If it is not, the supervisor will encourage the employee to seek the training through self-development efforts.
- D. The employer will make reasonable effort to arrange employee's hours of work to accommodate employees pursuing education and training which is of mutual benefit to the employer and employees, consistent with mission requirements.
- E. Supervisors will advise employees of training opportunities available. Training opportunities will be posted on the training website. Supervisors will also provide information on specific training programs on request of an employee.
- F. To the extent practicable, cross training should be utilized to provide adequate training commensurate with work and mission requirements. Management will make reasonable efforts to assist employees in partaking of training necessary to improve individual performance, potential, and efficiency.

SECTION 3: The Employer and the Union agree to encourage employees in the bargaining Unit to do the following:

- A. Participate cooperatively in training and development activities designed to help them perform more effectively in current and future assignments.
- B. Keep themselves informed of changes occurring in their fields, crafts, trades, professions or occupations.
- C. Undertake self-development activities that will better qualify them for their work or profession.
- D. Report to their supervisor and appropriate employee development office any training or development activities they complete on their own so the information will be available for consideration in the employee's behalf.
- E. Utilize as appropriate and share with fellow employees to the maximum extent practicable, the new skills and information they acquire in training programs.

## ARTICLE 15

### PROMOTION

SECTION 1: This Article prescribes policies and procedures for considering Bargaining Unit employees for promotion or for assignment to positions with known promotion potential. All promotion actions will be taken in accordance with AF promotion policy, which is based on strict conformance with merit principles specified in Title 5 Code of Federal Regulations, (CFR) Part 335, *Promotion and Internal Placement*. The specific “Air Force Merit Promotion Program” (MPP), is described in Chapter 2 of Air Force Manual (AFM 36-203), dated 12 December 2002. In accordance with the MPP, internal candidates will be considered for positions without the requirement to submit a resume; however, internal candidates may only be considered for competitive promotion, reassignment, or change to lower grade by self-nominating for a job under a vacancy announcement advertised on the Air Force Personnel Center’s (AFPC) employment website. Self-nominations must be accomplished by the closing date of the announcement and employees should ensure that a confirmation notice is received for each self-nomination. Should AF publish subsequent policies or modifications to the MPP, the Parties will promptly consider the modification necessitated by such change in order to allow AFGE 1367 appropriate time to consider I & I issues.

SECTION 2: The Parties agree that promotion, under certain circumstances, is excluded from competitive procedures and that determining whether or not competition will be used shall be in accordance with the MPP. Temporary promotions for 120 days or less may be processed noncompetitively. If the promotion is expected to last, or be extended beyond 120 days, competitive procedures will apply, i.e., the position must be announced and the employee (s) must self-nominate for consideration. The area of consideration for candidates to be considered for temporary promotion may be limited to the organization in which the position is located. Candidates must meet qualification and all other regulatory requirements for promotion. Supervisors are responsible for timely submission of extensions or change to lower grade requests to the Civilian Personnel Flight (CPF) for processing.

SECTION 3: The Parties agree that Bargaining Unit employees are considered for promotion on the basis of individual qualifications related to job requirements without regard to race, color, religion, sex, national origin, politics, marital status, physical handicap, age, or union membership. Also, employees are not promoted or considered for promotion on the basis of favoritism or patronage. Neither Party to this Agreement will attempt to persuade a candidate to withdraw from competition.

SECTION 4: The evaluation of self-nominated AF candidates for eligibility, qualification and ranking will be accomplished through the Standard Automated Inventory and Referral System (STAIRS). All eligible employees who self-nominate are considered in STAIRS through a record review process that identifies those who are best qualified as validated by a Job Analysis/Promotion Plan Template. The Job Analysis/Promotion Plan Template, identifies specific job-related criteria, knowledge, skills and abilities (KSA’s), as well as other characteristics necessary to determine which candidates are ‘best qualified’ for referral to a position being filled. A core personnel document (CPD) or position description will be used as the basis for the job analysis. Documentation of best-qualified criteria is made on the Job Analysis/Promotion Plan Template in the Civilian Personnel Decision Support System (CPDSS) at AFPC. Employees considered under the automated system are also entitled, upon request through the CPF, to full disclosure of the specific criteria in the Job analysis/Promotion Plan Template. Concerned union officials

may also submit requests to review Promotion Plan Template through the CPF's Human Resources Specialist.

SECTION 5: The supervisor who prepares the appraisal will show and discuss the appraisal with the employee prior to submission to the Civilian Personnel Office.

SECTION 6: The following information about specific promotion actions is available upon request of an employee:

A. From the Air Force Personnel Center, employees may check the status of their self-nominations through the AFPC Civilian Employment website or the AF Job Line/Interactive Voice Response System (IVRS):

(1) Whether the employee met the minimum qualifications standards of the position and the employee's approximate rank on the promotion register.

(2) Whether the employee was referred to the selecting official.

B. From the Civilian Personnel Office:

(1) The employee or applicant, or designated representative, is entitled, upon inquiry to the CPF, to be informed of his/her qualifications for a specific fill action, and whether or not he/she was within a group of 'best qualified' candidates.

(2) Whether the employee was referred to the selecting official.

C. From the selecting supervisor for those employees on the promotion certificate:

(1) Who was selected for the promotion.

(2) How the employee may improve his/her opportunities for future promotion.

SECTION 7: Employees who gain additional experience or training, including unpaid or volunteer work such as in a union, community, or professional association, or have completed education or non-federal training, should submit a Supplemental Experience and Qualifications Statement to their servicing Human Resources Specialist (Classification) for appropriate consideration. The statement will be reviewed by the HR Specialist and forwarded to APFC/DPCC for appropriate coding of information into the employee's career brief.

SECTION 8: The parties agree that the Employer's Performance Management Program will govern the rating and rewarding of performance of Bargaining Unit employees.

SECTION 9: Employees are encouraged to participate in the establishment of performance elements and standards.

SECTION 10: Release and Recall of On-Call/Seasonal Employees during periods of diminished workload

A. Employees are placed in non-duty pay status as follows:

1. Volunteers may be considered for release in the place of employees as identified in A3 below. Management retains the right to forego such release if it causes a skills imbalance in the volunteer's work unit.

2. To the extent consistent with law and regulation, employees being scheduled for release to non-duty status will be considered for detail to vacant positions in other organizations.

3. Placement of employees in a non-duty status will be based on seniority (least senior) among equally qualified employees.

B. Employees are recalled to duty status as follows:

1. Recall of employees to a duty status will be based on seniority (most senior) among equally qualified employees.

2. Volunteers will be recalled in the order as determined by their ranking in B1 above. Volunteers may request that their recall be deferred so that they are recalled after employees in B1 have been recalled.

SECTION 11: Conversion of On-Call/Seasonal Employees to Full-time Status

A. The parties recognize that management is obligated to identify and convert employees from a list of highly qualified candidates. Management has determined that all candidates for conversion to full-time status will be qualified in the OPI program.

B. Conversion of employees to full-time status will be based on seniority (most senior) among equally qualified employees.

## ARTICLE 16

### REDUCTION-IN-FORCE AND REEMPLOYMENT

SECTION 1: All reduction-in-force (RIF) actions shall be based on reduction-in-force procedures prescribed by Title 5 Code of Federal Regulations (CFR) 351 and other applicable regulations. The HQ AFPC RIF Unit will conduct RIF. The HQ AFPC RIF Unit will provide retention registers (electronic file), specific notices and other pertinent documentation to the CPF.

SECTION 2: The Employer agrees to inform the Union as far in advance as practicable of impending RIF actions, which affect three (3) or more Bargaining Unit employees. The Union shall be notified of the approximate number of employees and occupations to be affected, the date action is proposed to be taken, and the reasons for the RIF. The Union will render its assistance in communicating to employees the reasons for the reduction-in-force.

SECTION 3: In the event a RIF is implemented, Union official may request to review retention registers and other pertinent RIF documents relative to RIF actions affecting a bargaining unit employee upon request through the CPF in a timely manner. Documents will be reviewed in the CPF.

SECTION 4: The Employer has a RIF when it releases a competing employee from his/her competitive level by separation, demotion, furlough for more than 30 days, or reassignment requiring displacement; when lack of work or funds, reorganization, reclassification due to change in duties, or the need to make a place for a person exercising reemployment or restoration rights requires the Employer to release this employee.

SECTION 5: A competing employee is an employee who has been reached for RIF action and is eligible for placement rights under RIF regulations.

SECTION 6: The competing employee must be in reach on the retention register for release from his/her competitive level. The action must comply with the RIF procedures, and employee rights and privileges incident to RIF must be observed.

SECTION 7: It is the policy of the Employer to give priority attention to:

A. Informing employees as fully and as soon as practicable of RIF plans and RIF decisions that may affect them.

B. Informing all affected employees of the extent of the competitive area, the regulation governing RIF, and the kinds of assistance provided.

C. Minimizing the adverse effects of required reductions.

D. Giving every practical consideration to retain qualified career employees and providing equitable treatment for all employees.

E. Assisting all competing employees reached for RIF in obtaining other employment.

## ARTICLE 17

### POSITION CLASSIFICATION, DESCRIPTIONS, DETAILS AND ASSIGNMENTS

SECTION 1: Job descriptions will be so written as to properly reflect the main/principal duties and responsibilities assigned to the position. The title, grade, and series of each position will be determined by the duties and responsibilities assigned to the position, and the job classification will be established in accordance with applicable regulations and directives.

SECTION 2: Job descriptions shall be kept current and the employee shall receive a copy upon request. Job descriptions will be reviewed annually with the employee by his/her immediate supervisor, and needed changes will be made to correctly reflect the duties of the position.

SECTION 3: The Parties agree that duties assigned should be reasonably related to the employee's position and qualifications.

SECTION 4: If an employee has reason to believe his/her job description does not accurately reflect the types of duties performed or the responsibilities assigned, he/she should bring the matter to the attention of his/her supervisor. If the matter is not resolved to the employee's satisfaction it will be further reviewed through normal supervisory channels. If it is found that the job description is inaccurate, corrective action will be taken. When an employee alleges inequities in his/her job classification, pertinent information on the complaint or appeal rights and procedures set forth in applicable regulations will be made available to him/her upon request. If the employee files a job classification complaint or appeal, a representative of his/her choice may assist him/her.

SECTION 5: No employee will be downgraded without being granted proper notification and grievance and/or appeal rights.

SECTION 6: All details, competitive or non-competitive, shall be made in accordance with the Air Force Manual (AFMAN) 36-203. The first-line supervisor will maintain a roster of all employees who have been detailed. This roster can be reviewed by the Union steward assigned to the organization or any person designated in writing by the President of the Union. The detail roster will contain the following information:

- A. Employee names
- B. Grade and title of position detailed to
- C. Dates detail started and ended

## ARTICLE 18

### EMPLOYEE PERSONNEL RECORDS

SECTION 1: It is understood and agreed that the Employer is responsible for maintaining employee official personnel records in accordance with applicable regulations. It is further agreed that employees are responsible for submitting appropriate documents and information to their supervisor and to the Civilian Personnel Office in order for their personnel records to be kept current and complete.

#### SECTION 2: Official Personnel Folder (OPF)

The Employer agrees:

A. To give the employee a copy of each document placed in his/her OPF that applicable regulations prescribe to be given to the employee.

B. That access to an employee's OPF will be restricted to those persons authorized such access under applicable regulations.

C. That an employee's OPF may be view via the web system. It is understood that certain items specified in applicable regulations such as investigative reports, loyalty and security investigation information, confidential questionnaires and employment inquiries, may not be disclosed unless otherwise authorized under applicable laws and regulations.

D. That an employee may be allowed a reasonable amount of duty time to review his/her OPF via the web system.

E. That derogatory material which reflects unfavorably upon an employee's character or adversely affects his/her career will not be placed in his/her OPF or other official personnel records without his/her knowledge, except as provided by law or regulations of higher headquarters.

#### SECTION 3: Supervisor's Record of Employee, AF Form 971

The Parties agree:

A. That an employee is permitted, upon request and at a time convenient with his/her supervisor, to review and discuss with his/her supervisor entries on his/her AF Form 971 and the supplemental sheets to it.

B. Access to the AF Form 971 will be limited to the employee concerned and persons having an official need-to-know. An employee's representative is permitted to review the AF Form 971 when accompanied by the employee, or upon presentation of written authorization for representation for the employee concerned.

C. That oral admonishments recorded in pencil, letter of caution or warning, or their attachments of a derogatory nature filed with the AF Form 971 or attached thereto, will be removed and disposed of in accordance with applicable regulations.

D. It is agreed that all documents of a derogatory nature, oral admonishments, and letters of counseling or warning will be initialed and dated by the employee and the supervisor when they are placed in the AF Form 971.

## ARTICLE 19

### TEMPORARY DUTY TRAVEL (TDY)

SECTION 1: To the extent practicable, TDY travel will be scheduled during the regular workweek of the employee. When an employee is required to travel outside his/her basic workweek under circumstances that make travel time non-compensable in accordance with regulations, the official concerned will explain his/her reasons for ordering the travel at those hours on request of the employee. Otherwise, employees may be compensated in accordance with 5 CFR 551.422(a) or 5 USC 5542(b)(2)(B).

SECTION 2: Travel orders issued to employees will conform to those prescribed by the Joint Travel Regulations.

SECTION 3:

A. Employees will be provided information on agreements, travel pay, per diem, quarters and transportation before departure.

B. Efforts will be made to ensure travel orders are issued in advance for employees to make all necessary travel arrangements.

SECTION 4: Where meals are not available at the temporary duty station, reimbursement will be allowed for necessary round-trip mileage to the nearest place where meals can be obtained if government transportation is not available. To be authorized reimbursement, a certificate of non-availability of meals and government transportation must be obtained from an official at the TDY site and submitted with the claim for reimbursement.

SECTION 5: An employee's request to be excused from a TDY assignment for valid humanitarian or medical reasons will be considered.

SECTION 6: Employees, who elect not to obtain a government travel card for official travel, may be allowed to obtain a cash advance not to exceed 80% of the allowed travel funds.

## ARTICLE 20

### TRAFFIC CONTROL

SECTION 1: Persons driving and in physical control of the driving of private motor vehicles, as well as government vehicles, will observe all traffic control regulations of the Employer. Operators of private vehicles shall comply with all the requirements for registration of private motor vehicles, including the standards set by the State of Texas for insurance and financial responsibility as set forth in applicable regulations.

SECTION 2: The implied consent requirements for chemical test for persons lawfully apprehended for driving under the influence of intoxicating liquors shall apply to all persons driving on the Employer's premises.

SECTION 3: Any person whose driving privileges are restricted, suspended or revoked will be entitled to administrative due process as set forth in applicable regulations.

A. The alleged violator may, if desired, be assisted and/or represented by his/her own legal counsel and/or by a Union representative in any administrative proceeding that may result in action to be taken against him/her for a violation under this Article, including hearings, requested reconsiderations and appeals that arise out of any Employer action to restrict, suspend, or revoke driving privileges on the Employer's premises.

B. The decision of the base commander or designee with respect to the adequacy of administrative actions taken for traffic violations will be final, subject to appeal to the appropriate commander, on actions resulting in restrictions, suspensions, or revocations of driving privileges on the Employer's premises. Any judgment by State or local authorities that result in a restriction, suspension or revocation of driving privileges will apply to driving privileges on the Employer's premises.

SECTION 4: Adverse and disciplinary actions against operators and incidental operators of private and government motor vehicles will be in accordance with applicable laws and regulations. Any disciplinary action taken for traffic violations, including unauthorized parking, other than a temporary or permanent suspension or revocation of driving privileges, shall be administered in accordance with the guidelines for disciplinary actions set forth in applicable regulations. The assessment of points is not a disciplinary action and shall be administered in accordance with pertinent regulations and directives.

## ARTICLE 21

### DISCIPLINARY ACTIONS

SECTION 1: Employees are expected to discharge duties conscientiously, to conduct themselves both on and off the job in a manner, which reflects credit on themselves and the Employer, to respect the administrative authority of those directing their work, and to comply with the laws and regulations governing their employment. The Parties agree to encourage supervisors and employees to recognize and fulfill their respective responsibilities.

SECTION 2: It is the responsibility of the Employer to take disciplinary action against an employee for just cause.

SECTION 3: An employee who has received a Notice of Proposed Disciplinary Action or Adverse Action may obtain advice and assistance in the preparation of his/her reply. In addition, the employee may be accompanied by a representative of his/her own choosing when making an oral or written reply to a proposed adverse action. The employee has the right to personal representation upon receipt of a Notice of Proposed Disciplinary Action.

SECTION 4: An employee, who is to be examined by a management official to obtain information which the employee reasonably believes may result in disciplinary action against him/her, has a right to Union representation upon request. This right does not apply to everyday work-related communications between supervisors and employees, or to discussions concerning job performance. When a Union representative is present, the employee is permitted to consult the representative; however, the Union representative may not answer on behalf of the employee or bargain with management regarding the results of the investigation.

SECTION 5: Both parties agree to jointly develop a Handbook that addresses definitions and processes regarding disciplinary actions.

## ARTICLE 22

### NEGOTIATED GRIEVANCE PROCEDURE

SECTION 1: The purpose of this Article is to establish a procedure to resolve grievances. This negotiated procedure shall be the sole and exclusive procedure available to employees who are members of the Bargaining Unit, the Union, and the Employer for resolving grievances which fall within its coverage. A grievance is defined as any dispute over the interpretation or application of this Agreement or any other matter of personal concern or dissatisfaction to an employee of the Bargaining Unit, which is related to his/her employment and subject to control of the Employer.

SECTION 2: The following matters are excluded from the coverage of this procedure.

- A. Non-selection for promotion from a group of properly ranked and certified candidates.
- B. Written notices of proposed disciplinary action.
- C. Non-adoption of a suggestion or disapproval of quality salary increase, or performance award.
- D. Appeals previously made under a statutory appeals procedure.
- E. Termination of probationary employees.
- F. Health and safety violations filed under 29 CFR 1960 (OSHA).
- G. Violations related to prohibited political activities.
- H. Matters concerning retirement, life insurance, or health insurance.
- I. Suspensions or removals relating to actions involving national security.
- J. Actions terminating a temporary promotion and returning a Bargaining Unit employee to the position from which he/she was temporarily promoted or to an equivalent position.
- K: Any other matter excluded by law or government-wide regulation.

SECTION 3: Optional Use of Statutory Appeal Procedures

A. An aggrieved employee affected by a prohibited personnel practice under Section 2302(b)(1) of CSRA which also falls under the coverage of the Negotiated Grievance Procedure (NGP), may raise the matter under a statutory procedure or the NGP, but not both. An employee shall be deemed to have exercised his/her option under Section 7121(d) of CSRA to raise the matter under either a statutory procedure or the NGP at such time as the employee timely initiates an action under the applicable statutory procedure or timely files a grievance in writing, in accordance with the provisions of the NGP, whichever event occurs first. Selection of the NGP in no manner prejudices the right of an aggrieved employee to request the Merit Systems Protection Board to review the final decision pursuant to Section

7702 of CSRA in the case of any personnel action that could have been appealed to the Board, or, where applicable, to request the Equal Employment Opportunity Commission (EEOC) to review a final decision in any other matter involving a complaint of discrimination of the type prohibited by any law administered by the EEOC.

B. Matters covered under Sections 4303 and 7512 of the CSRA which also fall within the coverage of the NGP may, at the discretion of the aggrieved employee, be raised either under the appellate procedures of Section 7701 of the CSRA or under the NGP, but not both. An employee shall be deemed to have exercised his/her option to raise a matter either under the applicable appellate procedure or under the NGP at such time as the employee timely files a notice of appeal under the applicable appellate procedure or timely files a grievance in accordance with the provisions of the NGP, whichever event occurs first.

SECTION 4: The Employer's interpretation of its published policies and regulations will be binding on all Parties regardless of whether such policies or regulations are quoted, cited, or otherwise incorporated or referenced in this Agreement.

#### SECTION 5: Extension of Time Limits

Time limits in this Article may be extended by agreement of the Employer and the Union. Agreement must be in writing and signed by the President, AFGE Local 1367, or a designated representative and the Employer. Failure to respond or meet within the time limits of this procedure will permit the grievance to be elevated to the next step of the procedure.

#### SECTION 6: Procedures for Employee Grievances

The following procedure shall be exclusively used for the submission of employee grievances to the Employer under this Article.

A. Step 1, an employee of the Bargaining Unit desiring to file a grievance must first complete the Negotiated Grievance Procedure Form (NGPF) within 21 calendar days of the date of the management action giving rise to the grievance, or reasonable awareness of the action. The NGPF must be received in the Labor Relations Office by close of business on the 21st day. The Parties agree that by submitting the grievance form, the dissatisfaction/issue will be referred for grievance mediation.

(1) The Union representative will immediately submit the NGPF through the Union President to the Labor Relations Officer (LRO) who will in turn make the necessary arrangements for a mediation meeting. A mediation meeting conducted by co-mediators will be scheduled within seven (7) workdays after receipt of the grievance form. Normally attending the mediation meeting will be the immediate supervisor, the employee and the Union representative.

(2) If the grievance is resolved through mediation, the co-mediators will assist the grievant and supervisor to prepare a Settlement Agreement which will be submitted to the LRO and serves as a basis for concluding the grievance. If the grievance is not resolved through mediation, the co-mediators will prepare a memorandum stating that the meeting was held and that a settlement was not reached. The

memorandum and the NGPF will be forwarded to the LRO and serve as a basis for further processing of the grievance at Step 2.

(3) Employees desiring to be excluded from mediation may request such exclusion by selecting that block on the NGPF and submitting the form to the President, AFGE Local 1367. A meeting will be scheduled within seven (7) work days after receipt of the NGPF. Following the meeting the supervisor will provide a written decision within 10 workdays.

(4) All time spent in the mediation process will be official duty time. If a grievance is processed without mediation, a reasonable amount of official time will be granted at all steps of the grievance procedure.

B. Step 2, if the grievance is not resolved at Step 1, the employee may submit the grievance with the management official one organization above the immediate supervisor within the activity where the grievance was filed. No grievance will go beyond the level of the Wing Commander or Commandant of the unit in which the grievance is raised prior to arbitration regardless of the step in the process in which the Commander/Commandant is involved. The Employer must receive the Step 2 grievance within five (5) work days of receipt of the Step 1 decision.

(1) Within five (5) work days of receipt of the Step 2 grievance, the Parties will meet to discuss the grievance, unless otherwise agreed.

(2) Within 10 work days following the meeting, the management official will render a written decision.

C. Step 3, if the Employer's decision at Step 2 denies the grievance, it may be elevated to the organizational commander or equivalent within the activity where the grievance was filed. No grievance will go beyond the level of the Wing Commander or Commandant of the unit in which the grievance is raised prior to arbitration regardless of the step in the process in which the Commander/Commandant is involved. Grievance must be filed with the Labor Relations Officer within five (5) work days of receipt of the Step 2 decision.

(1) The Step 3 grievance must contain the Negotiated Grievance Procedure Form and any management responses received prior to Step 3 and any supporting documentation, arguments, or evidence.

(2) The organizational commander/equivalent officer or designee shall render a written decision on the grievance within 15 work days of receipt of the Step 3 grievance. Such decision shall constitute the final decision under this grievance procedure for purposes of invoking arbitration.

#### SECTION 7: Union or Employer Grievances.

A. If the Employer is aggrieved, the Labor Relations Officer may file a written grievance with the President, AFGE Local 1367 within 15 work days of the date of the act, or awareness of the act causing the grievance. Representatives of the Parties shall meet as soon as possible on a mutually acceptable date, but not later than five (5) work days from the date of filing of the grievance. Within 10 work days of said meeting, the President shall render a written decision on the Employer's grievance.

B. If the Union is aggrieved, the President, AFGE Local 1367 may file a written grievance with the Labor Relations Officer within 15 work days of the date of the act, or awareness of the act causing the grievance. Representatives of the Parties shall meet as soon as possible on a mutually agreeable date, but not later than five (5) work days from the date of filing of the grievance. Within 10 work days of said meeting, the Civilian Personnel Officer or designee shall render a written decision on the Union's grievance.

C. If in either A or B above the decision fails to resolve the grievance; the Parties agree to contact the Federal Mediation and Conciliation Service for assignment of a mediator. If the grievance is not resolved through mediation, the grieving party may invoke arbitration.

## ARTICLE 23

### ARBITRATION

#### SECTION 1: Invoking Arbitration

A. If a grievance is not resolved through the Negotiated Grievance Procedure (NGP), the Union, in the case of Union or employee grievances; or the Employer, in the case of Employer grievances, may, within 15 calendar days of the final decision, or in the absence of a final decision on the day a decision was due, invoke arbitration by mailing to the Federal Mediation and Conciliation Service (FMCS), with a copy to the other party, the appropriate FMCS form requesting a panel of seven (7) arbitrators.

#### B. Selection of Arbitrator

(1) Within 10 calendar days of receipt of said list from FMCS, representatives of the parties shall meet to select an impartial arbitrator. Failing to reach agreement on one (1) of the names on the list, representatives of the Union and the Employer shall alternately strike one (1) arbitrator's name from the list of seven (7) arbitrators until only one (1) name remains. Initial striking shall be determined by chance. The remaining name shall be the duly selected arbitrator.

(2) Except for issues involving statutory appeals, if a party refuses to participate in the selection of an arbitrator, the FMCS shall be empowered to make a direct designation of an arbitrator in the case.

#### C. Date and Site of Arbitration

(1) Upon notification through FMCS to the arbitrator of his/her 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.

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

#### D. Arbitrator Fees and Expenses

(1) The fees and expenses of the arbitrator shall be borne equally by the Employer and the Union.

(2) The cost of a shorthand or court reporter or transcript, where such is agreed by the Parties, or where requested by the arbitrator, shall be shared equally by the Parties. Absent 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, receiving, or using a copy of a transcript of an arbitration hearing must pay 50% of all costs incurred in the preparation of such transcript.

(3) If a cancellation fee is incurred, 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 settlement.

#### E. Questions of Grievability/Arbitrability

The arbitrator shall have the authority to make all grievability and/or arbitrability determinations. Questions of arbitrability involving the applicability of statutory appeals shall be submitted to an arbitrator by brief, and decided prior to a hearing, unless otherwise agreed in writing. If the arbitrator determines there is a reasonable basis that the issue is arbitrable, he/she will hear the merits of the underlying grievance and decide the issues together. Upon agreement of the Parties, such threshold issues may be submitted to the arbitrator by brief, and decided prior to a hearing on the merits of the underlying grievance.

#### F. Proceedings - Arbitrator's Authority - Award

(1) The arbitrator's authority is limited to deciding only the issue or issues considered in the formal grievance. If the Parties fail to agree on a joint stipulation of the issue for arbitration, then each shall submit a separate stipulation and the arbitrator is empowered to fashion an appropriate remedy consistent with the terms of this Contract and in accordance with applicable law, rule, or regulation. Either side reserves the right to argue to the arbitrator what such an appropriate remedy should be.

(2) The order of proceedings will be determined by the arbitrator.

(3) 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 agree to extend this time limit.

(4) The arbitrator's award shall be binding on the Parties and implemented no later than 30 calendar days after receipt, unless appealed and stayed. Either party may file exceptions to the arbitrator's award in accordance with the requirements of the CSRA.

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

## SECTION 2: GENERAL

A. The parties agree that individual employee grievances on matters listed below will be arbitrated using the expedited procedures unless the parties mutually agree to the regular arbitration procedures. Further, the parties may agree to include any subject not listed in expedited arbitration. Any such agreement will be in writing. Expedited arbitration procedures may not be used for Union or Employer grievances. Group grievances may be included by mutual agreement. Awards rendered in this expedited procedure will have not precedential value.

B. Grievances involving the following issues must be arbitrated under this procedure; unless otherwise mutually agreed.

- (1) Suspensions of 3 days or less
- (2) Decisions to reprimand
- (3) Oral admonishment
- (4) Entries on AF 971 file
- (5) Matters regarding leave
- (6) AWOL
- (7) Overtime
- (8) Appraisals
- (9) Parking
- (10) Shift Assignments
- (11) Loans

C. Invoking Expedited Arbitration

If the Union wishes to invoke expedited arbitration, the Local Union President, or designee, must present to the activity Labor Relations Office a written request for expedited arbitration with 10 calendar days of receipt of the Step 2 decision or in the absence of a decision, the date a decision was due. Within 25 calendar days of a request for expedited arbitration, or as otherwise agreed, a hearing will be scheduled on a date mutually convenient to both parties. The parties will strive to have the hearing held no later than 45 calendar days after the request for expedited arbitration. Unless agreed otherwise, only one expedited hearing will be held each day.

D. Witnesses and Conduct of Hearing

Either party may use up to five (5) witnesses unless it is mutually agreed to use more. A witness list will be exchanged with seven (7) calendar days of the scheduled hearing unless mutually agreed otherwise.

## ARTICLE 24

### HEALTH AND SAFETY

#### SECTION 1: GENERAL

It is the responsibility of the agency to establish and maintain an effective and comprehensive occupational safety and health program which is consistent with the standards promulgated under Section 6 of the Occupational Safety and Health Act (OSHA), Executive Order 12196 as amended, Occupational Safety and Health Programs for federal employees, issued on 26 Feb 1980, and any other applicable laws, rules, and regulations. In administrating the program, the agency agrees to recognize the Union as the exclusive representative of the bargaining unit employees. The agency shall furnish places and conditions of employment that are free of recognized hazards and unhealthy working conditions. The agency will post at worksite/center a copy of the Department of Labor Front CA-10, "What a Federal Employee Should Do When Injured at Work"

SECTION 2: The Union agrees to support the safety program through encouragement to all employees to conscientiously abide by established safety rules, regulations, directives, etc., to report job connected injuries or illness to their supervisor immediately, and to complete all forms required by applicable regulations.

#### SECTION 3: EMPLOYEES RIGHTS AND RESPONSIBILITIES

Employees are expected to comply with Employer health directives and to be alert to any practices, equipment and conditions that may present safety or health hazards. Employees will report these hazards to their supervisors for the purpose of making such conditions or procedures safe, and will be responsible for reporting accidents in which they are involved or to which they are witness. The agency shall assure the right of anonymity for those employees who report an unsafe or unhealthful working condition. The agency will assure that no employee is subject to restraint, interferences, coercion, discrimination, or reprisal for filing a report of an unsafe or unhealthful working condition, or other participation in agency occupational and health program activities or because of the exercise by such employee on behalf of himself or herself or others of any right afforded by section 6 and 9 of the OSHA act and EO 12196. When employee, during the 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.

#### SECTION 4: REPRESENTATION IN SAFETY AND HEALTH ISSUES

The Agency agrees that the Union may have designated safety representatives (3 primary and 3 alternates) to represent 59 MDW, 433 AW, and 37 TRW. The Union will be authorized to have a representative to attend the bimonthly (every 2 months) ground safety meeting conducted by the Lackland Ground Safety Manager, and the semi-annual explosives safety meeting conducted by the Employer's Explosives Safety Manager. The Union will also be authorized to have a representative at the quarterly occupational safety, fire, and health council meeting. Union officials will be invited to attend all in-briefs and out-briefs provided by inspectors on staff assistance teams.

## SECTION 5: TRAINING

The agency will provide required safety and health training for employees including specialized job safety and health training appropriate to the work performed by the employee. Such training also shall inform employees of the agency occupational safety and health program, with the emphasis on their rights and responsibilities. Occupational safety and health training for employees of the agency who are representatives of employees shall include both introductory and specialized courses and materials that will enable such representatives to effectively identify unsafe healthful working conditions and practices in the workplace and enable them to effectively assist in conducting workplace safety and health inspections.

## SECTION 6: PROTECTIVE CLOTHING, EQUIPMENT and TOOLS

The employer agrees to provide the required tools, safety or protective equipment that is reasonably fitted and cost effective, in accordance with required and authorized by Air Force directives, regulations, laws and standards. Management will send employees who require safety equipment or clothing to the required vendor (base supply) first and if unable to satisfy requirements, a waiver will be furnished by the vendor authorizing other outside vendors be utilized. Safety shoe will have a ceiling cost determined by the agency and the employee will pay any cost over the allowed ceiling. Vendor purchase must meet the agency requirements in accordance with Air Force Standards.

## SECTION 7: ABATEMENT OF UNSAFE OR UNHEALTHFUL CONDITIONS

Employee reports of unsafe or unhealthful working conditions where imminent danger, toxic or flammable vapors, temperature conditions, or exposure to hazardous conditions is suspected will be given immediate attention by the supervisor. When made aware, the Agency will comply with statutory requirements to abate unsafe and unhealthful conditions.

### Section 7.01: TOXIC OR FLAMMABLE VAPORS

When work to be performed is required in enclosed areas where flammable or toxic vapors may exist, the Agency agrees such areas will be maintained such that vapor levels remain within acceptable safety parameters as set forth by applicable safety standards.

### Section 7.02: EXTERNAL TEMPERATURE CONDITIONS

The parties recognize that temperature conditions in and around work areas can have a direct bearing on employee's comfort, morale, health and safety. Where the Employer's Bioenvironmental Office determines that the effective temperature in a particular work area or site significantly exceeds recognized standards for the degree of work being performed, the Employer will take precautionary measures to reduce the risk to employees so exposed. Such measures will include reduction of work being performed, increased frequency or duration of rest periods, etc. This Section shall apply to both heat and cold exposure situations.

### Section 7.03: EXPOSURES 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 necessary part of employee's official duties. Employees performing such duties will be compensated in accordance with applicable regulations cited therein.

### Section 7.04: IMMINENT DANGER SITUATIONS

When employee(s), 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 employee(s) 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 7.05: ASBESTOS

Asbestos handling will be conducted in accordance with OSHA and EPA regulations.

### Section 7.06: VIDEO DISPLAY TERMINALS (VDT)

The Agency acknowledges that there are certain ergonomics and environmental factors that can contribute to the health and comfort of VDT users. In areas where employees use a VDT or other keying device for at least one hour without any type of interruptions, the Agency may provide the employee with a 5-minute break for every continuous hour of utilization. Such breaks will not be used in conjunction with the regularly scheduled rest periods. Management will conduct periodic test of terminals for emissions. Any terminal that test above acceptable radiation standard will be repaired or removed from use.

### Section 7.07: STRESS

The parties agree that recognizing, minimizing, and coping with stress are essential parts of employee wellness.

### SECTION 7.08: WORK VIOLENCE

Incidents of Violence in the Workplace will be handled in accordance with base policy and appropriate law and regulations. The Employer is committed to maintaining a work environment free from violence, threats of violence, harassment, intimidation, and other disruptive behavior. While this kind of conduct is not pervasive at our agency, we recognize that no agency is immune and that disruptive behavior at one time or another will affect every agency. Violence, threats, harassment, intimidation, and disruptive behavior in our workplaces will not be tolerated; all reports of incidents will be taken seriously and will be dealt with appropriately. Such behavior can include oral or written statements, or gestures that communicate a direct or indirect threat of physical harm. Individuals who commit such act may be removed from the premises and may be subject to disciplinary action, criminal penalties, or both.

## SECTION 7.09: INDOOR AIR QUALITY

The Agency shall provide safe and healthful indoor air quality, by conforming to laws, guidelines, regulations, and or policies that are issued by federal regulatory agencies such as OSHA and EPA. The Agency will make reasonable efforts to provide comfortable humidity and temperature control.

SECTION 8: The union will be invited to attend all Federal Employee Compensation Act (FECA) meetings. The union will have the right to request health and safety surveys.

SECTION 9: In the course of performing their regularly assigned work, Union representatives are encouraged to identify unsafe practices, equipment, and conditions as well as environmental conditions in their immediate area, which constitute industrial health hazards. If an unsafe or unhealthy condition is noted, the representative should report it to the immediate supervisor. If the representative and the immediate supervisor do not settle the safety question, the matter may be referred promptly to the next level supervisor for resolution. In the event resolution is not attained at this level, the Union may submit the problem to the Employer's Safety Officer.

## SECTION 10: USE OF RESPIRATORS

Situations requiring employees to wear respirators for safety shall include a process for respirator fit testing.

## SECTION 11: SPECIAL HEALTH NEEDS

For employees who have obtained medical documentation for multiple-chemical sensitivity, the agency will attempt to reasonably accommodate them. An employee who has sustained an injury or illness will be required to perform duties only to the extent and limits as prescribed by the treating physician or the Employee Health Physician, as appropriate. No employee will be assigned duties when, in the physician's opinion, this would aggravate the employee's injury or illness. In the event that the employee's supervisor does not have limited duty that meets the physician's stated limitations for the employee, the supervisor will make a good faith effort to locate limited duty work where feasible.

## SECTION 12 TESTING FOR LATENT DISEASES

When an employee has been exposed or has reason to believe he or she may have been exposed to radiation, hazardous or medical waste, or a hazardous chemical, the employee will notify the supervisor as soon as he or she becomes aware of the exposure or possible exposure. The Employer will provide appropriate screening for detection of hazardous levels of radiation, elements, chemicals, or contagion factors, as appropriate to the particular exposure. Testing will be repeated as often as necessary to detect any latent disease that could result from the exposure.

## ARTICLE 25

### COMPENSATION FOR INJURIES

SECTION 1: Employees should promptly report to their supervisor any on-the-job injury and any illness or disease that may be job related so they can receive appropriate examination and/or treatment. Prescribed report forms must also be completed and submitted by the employees and the Employer to make a record of the case and to enable the employee to claim any benefits to which he/she is entitled. In cases of serious injury, the supervisor should arrange for immediate medical treatment and submit the authorization forms within 24 hours.

SECTION 2: It is recognized that the Office of Workers Compensation Program (OWCP), U.S. Department of Labor, determines the validity of claims for benefits based on the forms and reports submitted. These benefits may include payment for all necessary medical expenses, payment of compensation for part of the wages lost due to the disability, and/or loss of certain bodily members or functions. An employee may review documents relating to his/her claim for compensation, which the OWCP has authorized the Civilian Personnel Office to make available. His/her designated representative can accompany the employee if he/she so desires.

SECTION 3: The Employer agrees to make every practicable effort to assure that employees are kept informed of the compensation benefits payable and the procedures for claiming them. The Parties agree that employees should take the initiative to request from their supervisor any special information they may need about compensation benefits or procedures. The supervisor should refer them to the Civilian Personnel Office for any information he/she cannot provide.

SECTION 4: The Employer agrees to notify the Union of the death of any employee in the Bargaining Unit that results from an on-the-job injury or from occupational disease.

## ARTICLE 26

### PAYROLL WITHHOLDING OF DUES

#### SECTION 1: Eligibility

Any employee who is a member of the Bargaining Unit and who is a member in good standing of the AFGE Local 1367, may authorize an allotment of pay for the payment of his/her dues for such membership, provided:

- A. The employee has voluntarily completed a request for such allotment of his/her pay.
- B. The employee regularly receives a normal amount of pay on the regularly scheduled paydays of the base and such pay is sufficient to cover the full amount of the allotment after other legal deductions have been made.
- C. The employee has not more than one (1) current allotment for the payment of dues to an employee organization.

#### SECTION 2: Procedures

- A. AFGE Local 1367 will obtain SF 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues, and distribute it to eligible employees desiring to authorize an allotment for withholding Union dues from their pay. The Union will inform each of its members of the voluntary nature of the authorization for this allotment as well as the provisions and the procedures for revoking an authorization.
- B. After completing Section B of the form, members must return it to AFGE Local 1367 for insertion of the amount of the dues and certification that the employee is a member in good standing of AFGE Local 1367. AFGE Local 1367 is responsible for assuring that individual members applying for dues withholding meet the eligibility criteria contained in Section 1 of this Agreement.
- C. AFGE Local 1367 is responsible for submitting and sending the completed SF 1187 to the Labor Relations Officer who will forward it to the Civilian Payroll Section after certifying the Bargaining Unit status of the employee. Allotments will be effective on the first complete biweekly pay period after a properly completed and Civilian Payroll receives signed form.
- D. A biweekly remittance check will be prepared by the appropriate Civilian Payroll Office at the close of each pay period for which deductions are made. This check will be for the total amount allotted for dues for that pay period. The check will be sent to the office of AFGE Local 1367 with a listing of the names and amounts withheld. The list will also include the names of those employees for whom allotments have been temporarily or permanently stopped and the reasons thereof, e.g., movement out of the Bargaining Unit, separation, leave without pay, insufficient pay during pay period, or loss of membership in the local.

E. Civilian Payroll will automatically terminate an allotment when the employee leaves the Bargaining Unit as a result of resignation, retirement, transfer, or other separation; reassignment, promotion (including temporary promotion to a supervisory position), or other personnel action.

F. AFGE Local 1367 will immediately notify Civilian Payroll, in writing, when a member of the labor organization is expelled or ceases to be a member in good standing. Upon receipt of such notice, Civilian Payroll will terminate the allotment as of the next complete pay period.

G. Allotments are automatically terminated beginning the first pay period after loss of exclusive recognition of AFGE Local 1367.

H. An employee can submit a request to voluntarily revoke his/her allotment for the payment of dues by completing SF 1188, Revocation of Voluntary Authorization of Allotment of Compensation for Payment of Employee Organization Dues, and submitting it directly to the servicing Civilian Payroll Office. When the employee cannot, or does not, desire to use the form, other written notification signed by the employee is acceptable. Members who elect to pay dues by payroll deduction may only withdraw on the annual effective date of their allotment. Such termination of the allotment shall become effective at the beginning of the first full pay period after the anniversary date. Anniversary date will be the date the employee signs the SF 1187. It is the employee's responsibility to see that his/her written revocation is received in the servicing Civilian Payroll Office on a timely basis. The servicing Civilian Payroll Office provides a copy of SF 1188, when completed by the employee.

I. AFGE Local 1367 is responsible for informing and educating its members concerning the voluntary program for the allotment of dues and the uses and availability of SF 1187 and SF 1188, and the conditions and procedures for revocation of allotments. SF 1188 will be furnished by the Employer.

J. If the dues structure is changed by the Union, the Civilian Payroll Office will be furnished written notification signed by the President, AFGE Local 1367, that the membership has approved such change and the amount of new deductions to be withheld. The effective date of such change shall be the beginning of the first complete biweekly pay period after receipt of the change notice unless a later date is specified by the Union.

## ARTICLE 27

### DURATION OF AGREEMENT

SECTION 1: This Agreement shall become effective upon approval by the Department of Defense Field Advisory Service (DOD-FAS) and will remain in effect for a period of three (3) years from that date. It shall be automatically renewed for equivalent periods unless either party gives the other party written notice of its intention to terminate or renegotiate this Agreement no less than 60 nor more than 90 calendar days prior to its terminal date. Such notice will be accompanied by written proposals for ground rules. Negotiations on ground rules shall begin no later than 45 calendar days after these conditions have been met. If renegotiation of this Agreement is in progress but not completed by the scheduled termination date, this Agreement may be extended by mutual agreement for a specified period of time. This Agreement will be brought into conformance with existing published policies of the Employer and of the Department of Defense (DOD), regulations of appropriate authorities, Public Law 95-454 Title 7, and applicable laws at the time it is renegotiated, renewed, or extended.

SECTION 2: An amendment to this Agreement may be negotiated at any time by mutual consent of the parties. An amendment is defined as any change, modification, supplement, addition, deletion, or clarification to this Agreement. Once approved, an amendment will become an integral part of this Agreement and terminate at the same time as the Agreement.

SECTION 3: The waiver of any condition or term of this agreement shall be by mutual agreement between the parties; shall be recorded in a memorandum of understanding signed by designated representatives of the parties; shall not constitute a precedent or waiver of future enforcement of the conditions or terms concerned or any other terms and conditions of this Agreement.

## ARTICLE 28

### RIGHT TO DATA

SECTION 1: The union has the right to be furnish upon request and to the extent not prohibited by law, data which is normally maintained by the agency in the regular course of business; which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of bargaining and which does not constitute guidance, advice and counsel, or training provided for management officials or supervisors, relating to collective bargaining. Union request(s) for data must provide information as to what is being requested and an explanation on how the data is necessary and relevant.

SECTION 2: All request for data in the above paragraph, will be made through the Labor Relations Office. Data requested should be provided within 10 work days of the day the request is received by the Labor Relations office. Extensions may be granted, provided that the request is made before the expiration of the 10 work days.

NEGOTIATED GRIEVANCE PROCEDURE

STEP I: To be completed by the employee when filing a grievance under Article 23 of the Labor Agreement between 37 TRW and AFGE Local 1367 located at Lackland AFB, TX.

Employee's Name: \_\_\_\_\_  
(Please Print or Type)

Organization/Office Symbol: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Union Representative's Name: \_\_\_\_\_

Organization/Office Symbol: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Supervisor's Name: \_\_\_\_\_

Organization/Office Symbol: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Description of Management Action being grieved:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If more space is required, attach a sheet of paper as a continuation sheet)

Specific Remedy being sought:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If more space is required, attach a sheet of paper as a continuation sheet)

I agree to submit my grievance to mediation for a hearing and resolution. I understand that my representative will be authorized to attend such meeting with me.

I do not wish to have my grievance submitted for mediation.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

-----  
**FOR CERTIFICATION TO GRIEVANCE MEDIATION ONLY**

TO: 37 MSS/DPCE  
ATTENTION: Labor Relations Officer

I have reviewed this grievance and hereby submit it for mediation under the Lackland Alternative Dispute Resolution (ADR) Program:

President, AFGE Local 1367 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Grievance Tracking Number (GTN): \_\_\_\_\_  
(Assigned by the Labor Relations Officer)

-----  
**TO BE COMPLETED ONLY WHEN THE EMPLOYEE ELECTS THE REGULAR  
PROCEDURE OVER MEDIATION:**

My decision and rationale is as follows: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature and Date, Step 1 Deciding Official

NEGOTIATED GRIEVANCE PROCEDURE

STEP 2

To: \_\_\_\_\_  
(Step 2 Deciding Official)

I hereby submit the issue and remedy identified at Step 1 for consideration under Article 23, Section 6B; Negotiated Grievance Procedure. Attached for your information is the Mediation Report/Step 1 decision.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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My decision and rationale is as follows: \_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature and Date; Step 2 Deciding Official

NEGOTIATED GRIEVANCE PROCEDURE

STEP 3

To: \_\_\_\_\_  
(Step 3 Deciding Official)

I hereby submit the issue and remedy identified at Step 1 for consideration under Article 23, Section 6B; Negotiated Grievance Procedure. Attached for your information is the Mediation Report/Step 2 decision.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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My decision and rationale is as follows: \_\_\_\_\_

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\_\_\_\_\_  
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\_\_\_\_\_  
Signature and Date; Step 3 Deciding Official

SIGNED THIS 30<sup>th</sup> DAY OF MAR 2006

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Brigadier General, USAF  
Commander, 37 TRW

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President, AFGE Local 1367

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Brigadier General, USAF, MC, CFS  
Commander, 59 MDW

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Colonel, USAFR  
Commander, 433 Airlift Wing