

MEMORANDUM OF AGREEMENT

BETWEEN

AFGE/IAFF LOCAL 3872

AND

MOUNTAIN HOME AFB, IDAHO

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PREAMBLE

The management of Mountain Home Air Force Base and Local 3872 of the American Federation of Government Employees/International Association of Fire Fighters hereinafter referred to as the "Union," recognize the mutual and cooperative interest in the accomplishment of the mission of Mountain Home Air Force Base Idaho. They feel that establishment and maintenance of employee management cooperation pursuant to Public Law 95-454 is in the interest of the United States Air Force and the employees of Mountain Home Air Force Base. The participation of employees in formulating and implementing personnel policies and procedures has been recognized by management and will contribute to the efficient conduct of Air Force business. In the dignified tradition of the United States Air Force and its civilian employees as represented by Local 3872 American Federation of Government Employees/International Association of Fire Fighters, this Agreement, and such amendments as may be agreed upon, constitute an employee management cooperation agreement between Mountain Home Air Force Base and American Federation of Government Employees/International Association of Fire Fighters, Local 3872. This Agreement, with any amendment agreed to, shall be uniformly applicable to the employees of the unit at Mountain Home Air Force Base, Idaho. This agreement is entered into pursuant to the Certification of Representative, dated 30 December 1980.

ARTICLE 1

GENERAL PROVISIONS

Section 1. Parties to the Agreement: This Memorandum of Agreement is executed pursuant to Public Law 95-454 and by the exclusive recognition granted Local 3872 of the American Federation of Government Employees/International Association of Fire Fighters (AFGE/IAFF), hereinafter referred to as "the Union" and the 366th Installation Commander, Mountain Home Air Force Base, Idaho, hereinafter referred to as "the Employer."

Section 2. Purpose: This Agreement sets forth the respective rules responsibilities of the parties; states the policies, procedures, and methods that govern the working relationships between the parties; and indicates nature of the subject matter of proper mutual concern. The purpose of parties in entering into the Agreement is to:

- a. Identify the matters of mutual concern;
- b. Promote systematic employee-management cooperation;
- c. Establish the procedures and methods that will hereinafter govern the working relationship between the parties;
- d. Ensure employee participation in the formulation of personnel policies, practices, and procedures applicable to conditions of employment;
- e. Facilitate the adjustment of appeals, grievances, and disputes.

Section 3. Definitions. Words used in the Memorandum of Agreement are defined below:

- a. Agreement: Memorandum of Agreement between the Employer and the Union.
- b. Appropriate Official: The management official at the lowest level who is able to render the requested remedy.
- c. Bargaining Unit: The bargaining unit to which this Agreement applies is composed of all Air Force civilian employees serviced by the Central Civilian Personnel Office (CCPO), and located at Mountain Home AFB, Idaho, excluding all nonappropriated fund employees, professional employees, management officials, supervisors, temporary employees, and employees described in 5 USC 7112(b) (2) (3) (4) (6) (7).
- d. Collective Bargaining: The mutual obligation of the Union and the Employer to meet at reasonable times and to bargain in good faith effort to reach agreement with respect to the conditions of employment affecting the employee in the bargaining unit and to execute, if requested by either party, a written document incorporating any collective bargaining agreement reached. The obligation referred to in this paragraph does not compel either party to agree to a proposal or to make a concession.

e. Conditions of Employment: Personnel policies, practices, and matters, whether established by rule, regulation or otherwise affecting working conditions, except that such terms do not include policies, practices, and matters:

(1) Relating to political activities prohibited under Subchapter III of Chapter 73 of Public Law 95-454,

(2) Relating to the classification of any position, or

(3) To the extent such matters are specifically provided by Federal Statute.

f. Consultation: For purposes of this Agreement, consultation is defined as a solicitation of input by the Employer from the Union on those matters in which the employer retains the right to make the final decision.

g. Employer: The Installation Commander, Mountain Home AFB and/or his designated representative.

h. Grievance: A request for adjustment relative to a matter of concern or dissatisfaction regarding personnel policies, working conditions, and health environment of relationships with the activity supervisors and officials.

i. Impasse: The inability of the representatives of the Employer and AFGE/IAFF Local 3872 to arrive at a mutually agreeable decision concerning negotiable matters through the bargaining process.

j. Negotiation: For purposes of this Agreement, negotiation is defined as meeting and conferring for discussion with the intent to reach mutual agreement on matters which are within the control and discretion of the Employer.

k. Seniority: An employee's total Federal civil service time, as used in computing service computation dates for leave purposes.

l. Union: The American Federation of Government Employees/International Association of Fire Fighters, Local 3872 and/or its designated representative.

m. Union Officials and/or Union Representatives: Any duly elected or appointed officials of AFGE/IAFF 3872, including stewards, and any accredited National Representative of AFGE/IAFF.

Section 4.

a. The Employer agrees to notify the Union prior to implementing any new regulations affecting conditions of employment. To the extent that provisions of existing Mountain Home Air Force Base (MHAFB) regulations as of the date of this agreement are in conflict with this agreement, the provisions of this agreement will govern.

b. Amendments to this Agreement may be required by changes in applicable laws or regulations. Base supplements coordinated as provided in Section 4c below will be recognized as amendments to the Agreement and require no further printing.

c. The Employer agrees to provide the Union President/designee with proposed changes in working conditions or personnel policies. Upon receipt of such notification from the Employer, the Union, if they chose to negotiate, must submit their request to bargain with proposals to the Employer within 15 calendar days following receipt of notification. The ground rules established for negotiating this contract will apply to any negotiations entered into during the life of this contract.

ARTICLE 2

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. The Employer retains the right:

a. To determine the mission, budget, organization, number of employees, and internal security practices of the agency.

b. In accordance with applicable laws:

(1) to hire, assign, direct, lay off, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which operations shall be conducted;

(3) with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate source; and

(4) to take whatever actions may be necessary to carry out the agency mission during emergencies.

c. When emergency procedures are invoked that affect the provisions of this Agreement, the Union will be notified as soon as practicable and the Employer will advise the Union on the circumstances causing the emergency and its expected duration. In any emergency, Management agrees to give due regard to the welfare of the employees and, to the extent possible, to abide by the terms of the agreement.

Section 2. The Employer will semiannually inform its employees of their Weingarten rights and their rights to be represented by the Union at any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.

ARTICLE 3

UNION RIGHTS AND RESPONSIBILITIES

Section 1. The Union is the exclusive representative of employees in the unit and entitled to act for and to negotiate agreements covering all employees in the unit. It is responsible for representing the interests of all employees in the unit without discrimination and without regard to labor organization membership. The Union shall be given the opportunity to be represented at formal discussions between management and employees or employee representatives concerning grievances, or implementation of personnel policies and practices, or other matters affecting conditions of employment of employees in the unit.

Section 2. A Union representative shall be given the opportunity to be present at any examination of an employee in connection with an investigation if the employee reasonably believes the examination may result in disciplinary action against the employee and the employee requests representation. If such a request is made, no further questioning will take place until a representative is present. However, if the representative is not provided and available within a reasonable period of time from the initial request, the questioning may proceed. The Employer reserves the right to cancel the investigatory interview once an employee has requested Union representation. A decision by management to cancel an interview on this basis need not be justified in any way, and the Employer may proceed with its investigation and/or disciplinary action on the basis of information from other sources. However, if the Employer determines no disciplinary action will be taken against the employee being questioned and the Employer informs the employee of such, then no Union representation is authorized.

ARTICLE 4

EMPLOYEE RIGHTS

Section 1. As prescribed in Public Law 95-454, each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right to include:

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

Section 2.

- a. Only Bargaining Unit employees are entitled to use the negotiated grievance procedures. An employee in the Unit has the right to initiate a grievance and will do so only in accordance with provisions of the grievance procedure in this Agreement.

b. The initiation of a grievance by an employee will not cause any adverse reflection on the employee. Employees who have relevant information concerning any matter for which remedial relief is available under this Agreement will, in seeking resolution of such matter, be assured freedom from restraint, interference, coercion, discrimination, intimidation or reprisal. Management will not impose any restraint, interference, coercion, or discrimination against any employee in the exercise of their right to designate a representative for the purpose of presenting to management any matter of job related concern.

c. An employee shall be given the opportunity to have a Union representative present at any examination of an employee in connection with an investigation if the employee reasonably believes the examination may result in disciplinary action against the employee, and the employee requests representation. If such a request is made, no further questioning will take place until a representative is present. However, if the representative is not provided and available within a reasonable period of time from the initial request, the questioning may proceed. The Employer reserves the right to cancel the investigatory interview once an employee has requested Union representation. A decision by management to cancel an interview on this basis need not be justified in any way, and the Employer may proceed with its investigation and/or disciplinary action on the basis of information from other sources. However, if the Employer determines no disciplinary action will be taken against the employee being questioned and the Employer informs the employee of such, then no Union representation is authorized.

d. Employee's representatives will not be permitted in informal meetings between the supervisor and the employee when such meetings are for the purpose of discussing performance ratings or other individually related work matters.

ARTICLE 5

LABOR MANAGEMENT COOPERATION

Section 1. The Union and the Employer agree to establish a joint Labor Management Committee which shall meet quarterly upon receipt of an agenda from either party to discuss matters of mutual interest. The committee will meet the first week of each quarter at a location provided by management. Agenda items for regular meetings will be submitted by either party 7 calendar days in advance when requesting a meeting. The maximum number in attendance will be six representatives: three Union officials and three Employer management officials. Minutes and proceedings of the meeting, agreed upon by both parties, shall be kept by management with input from the Union prior to finalization and shall be complete NLT 7 calendar days following the meeting.

Section 2. The fact that certain conditions are reduced to writing does not alleviate the responsibility of either party to discuss matters not originally covered by this Agreement. It is agreed that matters appropriate for discussion between the parties shall include personnel policies and working conditions which are within the discretion of the head of the organization. These matters relate to policy determinations, not to day-to-day operations or individual dissatisfactions. Management will keep the Union informed on the policy determinations

Section 3. At the time of new employee orientation, new employees will be provided an information packet as supplied from the Union.

ARTICLE 6

REPRESENTATIVES

Section 1.

a. The Union agrees that inquiries or contacts concerning a specific area will be made to the appropriate official by the steward assigned for the area. The Employer will recognize six (6) stewards for the unit, but no more than two (2) stewards will be appointed from any one squadron. The Chief Steward may represent, at any level or at any time, where the Union determines the need for the Chief Steward's involvement. The Union will provide the employer with a list of designated stewards and their area of responsibility. Grievances will be processed by the assigned steward.

b. The Union will supply the Employer with a roster of the designated stewards, elected and appointed officials, post a current copy of the roster on all bulletin boards, and notify the Employer of any changes. It is agreed that no employee will function in the capacity of steward or Union official until the Civilian Personnel Officer is officially notified in writing, signed by the Union President.

c. The Union steward and the employee will be provided reasonable privacy, either within or outside of the work area, to discuss the employee's problem. Union stewards will report to their immediate supervisor, as soon as they return to work.

Section 2. The duties of the steward consist of:

a. advising employees of the Agreement and their rights as employees,

b. investigating the facts surrounding grievances, complaints or problems submitted by employees,

c. assisting employees in preparing a written grievance,

d. meeting and conferring with supervisors in resolving grievances and complaints.

Section 3. There shall not be any restraint, interference, coercion or discrimination against Union representatives because of the performance of their duties.

Section 4. Changes in organizational assignment and hours of work affecting recognized Union representatives will be discussed with the Union in advance. The intent of this section is to avoid, to the maximum extent possible, the assignment of the Union representatives from one section, one shift, or location to another without mission need.

ARTICLE 7

OFFICIAL TIME

Section 1. If otherwise in an official duty status, all recognized stewards of the Union will be accorded a reasonable amount of official time to:

- a. prepare and present grievances under the negotiated grievance procedure,
- b. prepare and present a reply to a proposed disciplinary or adverse action,
- c. respond to grievances against the Union initiated by the Employer,
- d. attend formal discussions as provided by 5 USC 7114 (a)(2)(A),
- e. attend the examination of an employee by a management representative if the examination is in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employee, and if the employee requests a Union representative,
- f. attend meetings arranged by management,
- g. prepare and present a grievance at an arbitration hearing,
- h. perform those functions stated elsewhere in the Agreement for which official time has been expressly provided.

Section 2. Officers and stewards shall request and obtain permission, in advance, to leave the work site for the purpose of conducting labor/management relations business. In the event that the immediate supervisor is not available, permission will then be requested from the next level supervisor in the management chain. There will be a clear understanding relative to the time of departure from the work site, location to be visited, general purpose of the absence, and the estimated time of return to the job. Before requesting permission to leave the work site, the Union steward or officer will verify the fact that the person they want to see is available. When workloads permit, permission will normally be granted without delay. In case of denial, a reasonable estimate of when permission can be granted will be given. Upon arrival at the employee's work site, the steward or officer will contact the supervisor of the work site being visited, inform the supervisor of his/her presence, and identify the employee they wish to contact. This requirement to contact an employee's supervisor prior to discussion at the work site holds true for all Union representatives.

Section 3. Union stewards/officers are not permitted to perform the following on duty time: activities involving matters that are outside of Air Force control; activities concerned with organizing efforts; and the internal management of labor organizations, including but not limited to, the solicitation of memberships, collection of dues or other assessments, circulation of authorization cards or petitions, and solicitation of signatures on dues withholding authorization.

Additionally, campaigning for labor organization office and distribution of literature may be conducted only during the non-paid time of all employees involved.

Section 4. The Employer agrees to authorize the Union 200 hours of official time per calendar year for training, when such training is of mutual benefit to the Air Force and the employee in their capacity as an organization representative, and the Air Force's interest will be served by the employee's attendance. It is agreed that no more than two union representatives will be authorized to attend a training function at the same time under the provisions of this section. The Union President or his designee will notify the Civilian Personnel Officer at least fifteen (15) calendar days in advance of any official time request and provide a detailed agenda of the proposed training. Overtime will not be approved in conjunction with official time for training. Course completion certificates will be provided to the Civilian Personnel Officer upon return to duty.

Section 5. Official time will be authorized as follows:

a. Stewards: Reasonable official time will be granted six (6) stewards, one (1) Chief Steward and the Union President for the purpose of handling those duties as outlined in Article 6, Section 2.

b. Union President/Designee: The Union President/designee will be granted reasonable official time to conduct labor-management issues authorized by the Federal Service Labor Management Statute. This section is not intended to restrict official time previously granted to the local president. Such time does not replace official time for management called meetings or representing employee/Union grievances.

c. Other Union Representatives: Reasonable official time will be granted to any union official serving on committees recognized by management or any meeting called by any appropriate official concerning issues involving labor relations. This language is not intended to restrict any previously granted official time.

ARTICLE 8

USE OF OFFICIAL FACILITIES

Section 1. At the request of the Union, the Employer will provide facilities for official meetings of the Local during the non-duty hours of the employees involved. The Employer will be the sole judge of the adequacy of the facilities.

Section 2. The Employer agrees to make reasonable efforts to provide parking facilities for employees. The Employer agrees to continue its practice of consulting with the Union on aspects of parking policy and parking utilization plans. There will be no charges assessed for parking.

Section 3. The Union President and Vice President will be permitted to use the DSN Telephone System for the purpose of official labor-management communications. The Union agrees not to abuse this privilege. In addition, all stewards will have access to Government telephones for

local use, when necessary, in conducting proper labor-management relations activities. During the use of these phones, management will afford stewards reasonable privacy.

Section 4. The Employer agrees to provide 2 ft by 2 ft bulletin boards (or space) where Official Bulletin Boards are located, to be agreed to by the parties, and an AFGE dedicated bulletin board in the Civilian Personnel Office. The Union will be responsible for maintaining these bulletin boards. The Chief Steward (or other representative designated in writing) will be allowed up to 2 hours per month for the purpose of inspecting and maintaining these boards. The Union representative will request and obtain supervisory permission a minimum of 1 week in advance for this purpose and again before departing from the work site.

Section 5. The Employer agrees to provide private office space on base for the use of the Union. The Employer will be the sole judge of the adequacy of the facilities. The Union shall provide custodial care, cleaning, and removal of waste, and be in compliance with all base safety, fire prevention, and other rules in conjunction with use of the space.

Section 6. The Employer agrees to allow the Union to post a sign in front of the Union office that is in accordance with base policy.

ARTICLE 9

HOURS OF WORK

(Negotiated into AFI 36-807 MHAFBSup 1)

ARTICLE 10

UNFAIR LABOR PRACTICE

Section 1. If the Union judges that management actions will result in the filing of an Unfair Labor Practice (ULP), the Union agrees to bring this matter to the attention of the Civilian Personnel Officer ten (10) calendar days prior to the filing of the ULP for the purpose of discussion and possible resolution.

ARTICLE 11

ANNUAL LEAVE

(Negotiated into AFI 36-815 MHAFBSup 1)

ARTICLE 12

SICK LEAVE

(Negotiated into AFI36-815 MHAFBSup 1)

ARTICLE 13

HOLIDAYS

Section 1. It is mutually agreed that work on holidays shall be held to a minimum, subject to mission requirements. When work is to be performed on a holiday, information will be provided to those employees affected as far in advance as possible.

Section 2. Employees within an organizational unit will be given the opportunity to participate in holiday work assignments on an equitable basis, insofar as the requirements of the mission will permit and in accordance with the qualifications required.

ARTICLE 14

DUES DEDUCTION

Section 1. Unit employees who are members in good standing of the Local are authorized payroll withholding of Union dues providing the employee has voluntarily completed a request for an allotment for dues withholding, regularly receives an amount of pay on regularly scheduled paydays that is sufficient, after other legal deductions, to cover the full amount of the allotment, and has authorized no other current allotment for the payment of dues.

Section 2. The Union will be responsible for procuring the prescribed allotment form, distributing the form to its members, certifying as to the amount of its dues, and the uses and availability of the required forms. The Union will promptly notify the Civilian Payroll Office when the member who has authorized dues withholding is suspended or expelled from the Union.

Section 3. The Employer agrees to maintain a supply of the prescribed forms for use in revoking an allotment and will make these forms available to employees upon request. The Employer agrees to withhold dues on a biweekly basis in the amount shown on the allotment form. Following completion of each payroll period, the Employer agrees to provide a listing of the names and amounts withheld.

Section 4. The procedure and effective dates will be as follows:

a. Eligible employees may authorize dues withholding by submitting the appropriate allotment form through the Union to the Civilian Payroll Office, with a copy to the Civilian Personnel Office.

b. Dues allotments will terminate when:

(1) Automatically beginning the first pay period after loss of exclusive recognition of the Union, or when this Agreement is suspended or terminated by an appropriate authority outside the Department of Defense.

(2) When the employee leaves the unit by any type of separation, transfer or other personnel action as provided in 5 USC Section 7115b.

(3) At the end of the first full pay period after receipt of notice from the Union that an employee is suspended or expelled from the Union.

c. The employee may terminate his/her allotment by completing the prescribed form for dues revocation. The dues revocation will be effective the beginning of the first full pay period following the employee's anniversary date for dues withholding. The form must be received in the Civilian Payroll Office during the first full pay period prior to the anniversary date. The Union will be provided a copy of the form.

Section 5. A blanket change in the amount of an allotment for the payment of dues may not be made more frequently than once each twelve months. However, an authorized benefit election change may be submitted by the Union to the Civilian Payroll Office.

ARTICLE 15

PERSONNEL RECORDS

Section 1. Supervisor's Employee Work Folder is the supervisor's personal and confidential record on subordinate employees' performance. Access to this form will be limited to persons who have an official need to know. Employees will have the right to review their work folder upon request.

Section 2. The employee will be given the opportunity to initial all derogatory entries in the work folder. When an employee refuses to initial an entry, the supervisor must annotate the Supervisor's Employee Work Folder indicating the employee's refusal to sign. Supervisors of employees in the unit will confine record keeping of derogatory information to the Supervisor's Employee Work Folder and attachments thereto, with access given only to authorized personnel.

Section 3. Confidential records pertaining to an employee will not be discussed with unauthorized personnel or in the presence of unauthorized personnel. However, when employees grant written permission to a Union representative the authority to view their personnel files, management representatives will release copies of the records upon request.

Section 4. Should an employee request to review his/her Official Personnel Folder (OPF), the Civilian Personnel Office will be notified and will expedite the request to the appropriate authority. The OPF will be shipped as expeditiously as possible.

ARTICLE 16

CERTIFICATIONS AND LICENSES

Section 1. Certifications and licenses required to comply with federal or state regulations are considered conditions of employment, and as such are the responsibility of each employee to obtain and keep current.

ARTICLE 17

TRAVEL

Section 1. The Employer agrees to provide transportation service for employees as necessary in the performance of their Government assigned duties on the base. If an employee is authorized to use his/her privately owned vehicle (POV) in an official capacity, the employee will be reimbursed in accordance with applicable regulation(s).

Section 2. Every reasonable effort will be made to provide employees in advance with complete and accurate information in respect to: (a) purpose of travel assignment, (b) anticipated duration of assignment, (c) mode of transportation, (d) arrangements for living accommodations. The Employer agrees that except under conditions that cannot be controlled administratively, employees shall receive their travel orders sufficiently in advance to ensure necessary arrangements. When extreme conditions occur, the Employer will make every reasonable effort to accommodate the traveler's needs in the most expeditious possible time.

Section 3. It is agreed that employees will be in full pay status for time traveling outside their regular work schedule, if the travel involves the performance of assigned work while traveling. The Employer further agrees that employee's travel not meeting any of the above criteria will be scheduled and administratively planned so travel during non-duty hours will be minimized. If all efforts fail to avoid such travel and it is still necessary to be done, the reasons for ordering travel at these hours will be furnished the employee in writing, when requested.

Section 4. TDY assignments shall be rotated among employees within an organizational element to the extent permitted by the character of the work to be performed, the skills required, and the availability of employees.

Section 5. Employees will be reimbursed promptly for travel allowances due after receipt of approved claims by the disbursing office. In mitigating or unforeseen circumstances where a hardship exists, employees will be assisted in expediting the processing of travel claims.

ARTICLE 18

HEALTH AND SAFETY

Section 1. The Employer agrees to provide a safe and healthful work place for all employees and will comply with applicable Federal laws and regulations relating to the safety and health of its employees. All employees, supervisors, and management officials are responsible for prompt reporting of observed unsafe conditions. The Union will cooperate in these efforts and encourage its members to work in a safe manner and to obey established safe practices and directives. This will include working with toxic, chemical, asbestos, or any other hazardous material so the worker will be in compliance with Occupational Safety and Health Agency (OSHA), Environmental Protection Agency (EPA), and Federal laws.

Section 2. In the event a Federal or agency safety inspector visits the installation, the Employer will notify the Union. When such inspections are scheduled at job sites where bargaining unit employees are working, the Union will be invited to accompany the inspector(s). If the Union requests an inspection or visitor from the Union or another agency, the Union will notify the Employer as soon as the arrangements are made, providing sufficient detail to understand the nature and purpose of the visit.

Section 3. Employees will not be required to work in areas that have been determined by the wing ground safety office or bioenvironmental engineer to be unsafe or detrimental to health conditions. The foregoing conditions may be corrected or compensated for by proper precautions, personal protective equipment, and/or safety devices.

Section 4. Employees have the right to refuse orders that would require the employee to violate law. If an employee has a reasonable belief that they are in imminent risk of serious bodily harm from a work assignment and do not have sufficient time to seek redress, they may decline to perform the assignment.

Section 5. When work assignments involve activities with toxic, chemical, asbestos or other hazardous material or conditions, as defined by OSHA or EPA regulations, and protective equipment or clothing is prescribed and made available, it shall be utilized by employees.

Section 6. The Employer hereby agrees to maintain an occupational health program and to provide the following services:

- a. Emergency diagnosis and first aid for on-the-job injury or illness. Employees are encouraged to receive initial diagnosis for on-the-job injuries from the base medical facility.
- b. Periodic examinations to determine effect of environment in the work area on the employee's health as developed by Environmental and Health Services.
- c. Preventive services including:
 - (1) preventing and controlling health risks,

(2) health education programs, and

(3) specific occupational disease screening examinations.

d. Government furnished ambulance service when authorized by Air Force regulations for on-the-job injuries or serious illnesses during duty hours which require an ambulance shall be furnished in accordance with appropriate regulations.

Section 7. The Employer will ensure periodic checks are made in areas of risk or hazard when only one employee is working in an isolated area.

Section 8. When an employee suffers an occupational illness/disease or an on-the-job injury, forms and instruction on proper completion of such forms will be available through the Civilian Personnel Office.

Section 9. The Employer agrees that any equipment or special clothing required by the OSHA, EPA, or the Employer will be furnished by the Employer and shall include the maintenance and upkeep as authorized by applicable Air Force directives. Where a toxic, chemical, asbestos or other hazardous material is present, as defined by OSHA or EPA regulations, the employee will use the safety equipment provided.

Section 10. Work and seasonal clothing, such as parkas, thermal coveralls and cold weather footwear, are considered normal clothing requirements for this area and will be provided by the employee. If prescribed by regulation, additional work and seasonal clothing will be provided by the Employer.

Section 11. One Union representative will be appointed to serve on the Base Unit Safety Council.

ARTICLE 19

DISCIPLINARY AND ADVERSE ACTIONS

Section 1. The Union and the Employer agree to cooperate in an effort to minimize situations that require disciplinary actions. They agree that one of the most important means of avoiding the necessity for disciplinary actions is by encouraging supervisors and employees to recognize and fulfill their respective responsibilities.

Section 2. The Union agrees that it is the right and responsibility of the Employer to take disciplinary action against an employee for just cause. The Employer agrees that disciplinary actions must be consistent with applicable laws and regulations, that they must be fair and reasonable, and that their purpose must be corrective rather than punitive.

Section 3. An employee who has received a notice of proposed disciplinary/adverse action may obtain advice and assistance in the preparation of their reply. In addition, the employee may be accompanied by a representative of their own choosing when making their oral or written reply

to a proposed action. The parties agree that a proposed notice is not a grievable issue. If action is taken, the employee has the right to file a grievance under the provision of Article 22 of this agreement.

Section 4. In all cases of written disciplinary and adverse decisions against employees in the unit, the employee will be furnished two (2) copies of the action document.

ARTICLE 20

POSITION DESCRIPTION AND CLASSIFICATION

Section 1. It is the responsibility of each employee to attempt to resolve questions about the classification of their position with their supervisor. Should the supervisor be unable to resolve the employee's questions, the supervisor will arrange for a meeting to include the supervisor, the employee, and the position classification representative of the Civilian Personnel Office. If the employee is still dissatisfied, the employee may file a classification appeal following governing regulations. The employee has a right to be assisted and advised by a representative of their choosing, including the Union, in preparing their classification appeal. The designation must be in writing.

Section 2. Position descriptions/core documents will accurately relate the major duties of each position. Major duties on the position description/core document must be reasonable and relate to the title, series, and grade of the position description/core document. Duties not reflected on the position description/core document may be required of bargaining unit employees, but must be job related. The term "other related duties as assigned" refers to job-related duties.

ARTICLE 21

PERFORMANCE MANAGEMENT PROGRAM

Section 1. Employee appraisals will be conducted in accordance with agency regulations in effect at the time the appraisal is due. The Employer agrees to negotiate appropriate issues on any new performance system with the Union. Proper notification will be given when management becomes aware that a new system is to be implemented.

ARTICLE 22

GRIEVANCE PROCEDURES

Section 1. The purpose of this article is to provide a procedure for the consideration and resolution of grievances. The procedure, as stated herein, will be the exclusive procedure available to the Union, the Employer, and the employees in the unit for resolving grievances falling within the coverage of this article.

Section 2. The Union and the Employer recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner that will maintain the self-respect of the

employee and be consistent with the principles of good management. To accomplish this, every reasonable effort will be made to settle grievances expeditiously and at the lowest level of supervision.

Section 3. Any employee or group of employees in the unit may present grievances to the Employer and have them adjusted, without the representation or intervention of the Union, as long as the adjustment is not inconsistent with the terms of the Agreement, and the Union has been given an opportunity to be present at the adjustment. If the employee chooses to be represented, they must be represented by one Union representative, or one individual approved by the Union.

Section 4. A grievance is defined as any complaint:

- a. by an employee concerning any personal matter relating to the employment of the employee,
- b. by the Union concerning any matter concerning application or interpretation of this agreement, or
- c. by the employee, the Union, or the Employer concerning the effect or interpretation or a claim of breach of this Agreement or any amendment to this Agreement; or any claimed violation, misinterpretation or misapplication of any law, rule or regulation affecting conditions of employment.

Section 5. Excluded from coverage under this grievance procedure are matters concerning:

- a. any claimed violation related to prohibited political activities,
- b. retirement, life insurance or health insurance,
- c. suspension or removal under any examination, certification or appointment relating to initial employment,
- d. the classification of any position which does not result in the reduction in grade or pay of an employee,
- e. separation during probation or trial period,
- f. a management proposal to take disciplinary or adverse action against an employee,
- g. termination of a temporary promotion,
- h. a suspension or removal under Section 7532 of Title 5, USC (security reasons),
- i. nonadoption of a suggestion or disapproval of a quality step increase, performance award or other kinds of honorary or discretionary awards,

- j. nonselection for promotion,
- k. Equal Employment Opportunity (EEO) matters, or
- l. individual appeals of RIF actions.

Section 6. In accordance with Public Law 95-454, unit employees affected by adverse action based on performance or misconduct may either appeal the action through statutory appeal procedures, or grieve the action under the provisions of this article, but not both. The employees will be deemed to have exercised their option only when the employee files a timely notice of appeal or files a timely written grievance.

Section 7. The following general standards and principles will be adhered to by employees, and by the Employer and the Union:

- a. Employees, employee representatives, and all other parties involved in the presentation of a grievance will be free from restraint, interference, coercion, discrimination, or reprisal.
- b. Employees will be given a reasonable amount of official time without loss of pay or charge to leave for the purpose of presenting the grievance at each of the steps in the procedure.
- c. In the event either party should declare a grievance nongrievable or nonarbitrable, the original grievance will be considered amended to include this issue. The declaration, that an issue is not grievable or arbitrable, will be in writing and will be presented to the grieving party at the formal stage of the grievance (i.e., Section 8, Step 2; Section 9, Step 1). Upon receipt of the written declaration, the grieving party may invoke binding arbitration with the grievability/arbitrability dispute as a threshold issue in the related grievance.
- d. All grievance decisions will be made as promptly as possible at each level of consideration described herein, will be in writing, and will include a statement of the basis for the decision.
- e. Unless mutual agreement is reached for extending time limits for responding to a grievance, failure to respond within required time limits will result in the following:
 - (1) If the Employer fails to respond within the required time limits, the grievance will be advanced to the next step in the procedure.
 - (2) If the employee/Union fails to respond within the required time limits, the grievance will be resolved in favor of the Employer.
- f. The grievant may terminate the grievance at any time prior to the arbitration hearing or decision by the commander/designee by giving written notice to the Civilian Personnel Officer.
- g. When identical or similar grievances are submitted by more than one employee, only one grievance will be processed under this procedure, and the disposition of that grievance will be

the disposition of all such grievances. The results of the decision will be applied to all parties affected by the decision.

h. A grievance file will be maintained for each case. The file will be established by the appropriate management official at Section 8, Step 2 or the Civilian Personnel Office under Section 9, and will contain:

- (1) the written complaint,
- (2) the summary or transcript of discussion or proceedings at each step,
- (3) findings and/or recommendations at each step,
- (4) documentary evidence considered in resolving the grievance, and
- (5) the written decision rendered at each step.

The completed grievance file will be forwarded to the Civilian Personnel Officer for filing at the completion of the final step at which the grievance is decided or resolved.

i. The relief sought by the employee in a grievance must be personal to the employee.

j. Binding arbitration may be invoked only by the Union or the Employer.

Section 8. A grievance initiated by a unit employee will be processed in accordance with the following steps:

a. Step 1: The grievance is presented by the employee to the appropriate level official to resolve the issue. They may elect to have an appropriate representative present at any meeting in this grievance process. The grievance must be in writing, and must be presented within fifteen (15) calendar days following the occurrence or the date the employee became aware of the incident giving rise to the grievance. The appropriate level official will provide the grievant a decision within seven (7) calendar days from the date the grievance was presented.

b. Step 2: If the employee is not satisfied with the decision at Step 1 and wants to pursue the matter further, they must:

(1) Present the written grievance to the appropriate level official. This must be done within seven (7) calendar days following receipt of the decision of the appropriate level official. As a minimum, the written grievance must contain:

- (a) the grievant's name, address, duty assignment telephone numbers;
- (b) the specific nature of the grievance, and the personal relief sought;
- (c) an explanation of the efforts made to resolve the grievance at Step 1;

(d) the name, address and telephone number of the representative, if any, who will represent the grievant.

(2) Within ten (10) calendar days of receipt of the written grievance, the appropriate level official will meet with the grievant, the representative, and others as deemed appropriate, to discuss the grievance. A written decision will be furnished to the grievant and any designated representative within ten (10) calendar days from the date of the discussion.

c. Step 3: If the grievance cannot be resolved to the grievant's satisfaction at Step 2, the Union may invoke binding arbitration to resolve the matter. A written notification of the desire to invoke binding arbitration must be forwarded to the Civilian Personnel Officer within thirty (30) calendar days following the employee's receipt of the Step 2 decision.

Section 9. A grievance initiated by the Union or the Employer will be processed in accordance with the following steps:

a. Step 1: The Union or Employer will present the grievance in writing to the other party within fifteen (15) calendar days after occurrence of the action or incident being grieved. Union grievances will be issues involving contract violations. The written grievance will contain:

(1) the specific nature of the grievance, and

(2) the corrective action desired.

The parties will meet within seven (7) calendar days after receipt of the grievance to discuss the grievance. The party filing the grievance will be furnished a decision by the other party within fifteen (15) calendar days from the date of this meeting. Nothing herein will preclude either party from attempting to settle the grievance informally at the appropriate level.

b. Step 2: If dissatisfied with the decision, the Union or the Employer may invoke binding arbitration. A written notification of the desire to invoke binding arbitration must be forwarded to the other party within thirty (30) calendar days following the Step 1 decision.

Section 10. Within ten (10) calendar days after notification by the Union or the Employer that the services of an arbitrator are desired, and if the parties cannot agree upon a person to serve as an arbitrator, the moving party will request in writing that the Federal Mediation and Conciliation Service (FMCS) submit a list of seven names of qualified arbitrators. Upon receipt of this list, representatives of the Union and the Employer will meet within five (5) calendar days and attempt to agree upon an impartial arbitrator from the list. Failing to agree, each party will strike a name, in turn, from the list. The name remaining after each has struck an equal number of names, will be the selectee. Determination of which party will strike the first name will be decided by the toss of a coin.

a. The parties will earnestly endeavor to jointly frame the issues of the case the arbitrator is to decide, including any limitations on the scope of the issue. If the parties cannot agree on the issues, each party will prepare a written statement of the issues as they see them, and the

statement(s) will be provided to the arbitrator together with other material related to the grievance.

b. It is agreed that the arbitrator will not be authorized to change, modify, alter, delete, or add to the provisions of this Agreement, as such right is the prerogative of the contraction parties only.

c. All costs, fees, salaries, and expenses of the arbitrator shall be borne equally by the Union and the Employer. The arbitration hearings will be held in base facilities during working hours to the maximum extent possible. The order of the proceedings will be as determined by the arbitrator. The Employer will be advised of needed witnesses twenty (20) calendar days in advance and will make necessary changes in work schedules to insure employees are in a duty status providing it does not adversely affect the mission. Overtime will not be authorized. The Union and the Employer agree to exchange a list of witnesses twenty (20) calendar days in advance of the arbitration.

d. Copies of the binding arbitration decision will be furnished to the Union and the Employer.

e. The arbitrator's decision will be binding on both parties. However, either party may file an exception to the decision as provided under the regulation of the Federal Labor Relations Authority.

ARTICLE 23

REDUCTION-IN-FORCE (RIF)

Section 1. The Employer agrees to notify the Union of a directed or pending RIF affecting any employees of the unit as soon as they become aware of such action. The Union may make its views and recommendations known concerning the implementation of such RIF. Union notification will precede issuance of letters to employees. The Employer agrees to notify the Union when a meeting is to be held with employees of the unit concerning the impact of RIF.

Section 2. The Union will appoint one representative who will be permitted to review RIF notices and placement actions. All persons who have access to RIF information will maintain the confidentiality of the information until such information is officially released.

Section 3. When an employee in the unit receives a RIF notice, they may review pertinent records as they affect the employee, consistent with the Privacy Act and the Freedom of Information Act.

ARTICLE 24

PUBLICITY AND EMPLOYEE SERVICE

Section 1. The Employer agrees that employees in the unit will have access to Air Force publications pertaining to personnel policies, personnel practices, and working conditions that are available in the Civilian Personnel Office or the organization to which assigned.

Section 2. The Employer will print 375 copies of the agreement and any amendments thereto. The Employer is responsible for determining the number of copies appropriate for distribution to appropriate management officials. The Union is responsible for distribution of copies to employees in the bargaining unit.

ARTICLE 25

MERIT PROMOTION

(Negotiated into AFMAN 36-203)

ARTICLE 26

ALCOHOL/DRUG ABUSE

Section 1. The Union and the Employer jointly recognize alcoholism/drug abuse as a treatable condition, and as such, employees will be entitled to appropriate prevention, treatment and rehabilitation programs available for Federal civilian employees.

Section 2. The Union and the Employer agree to respect the privacy of the employee, and limit their concern to alcohol/drug abuse problems which affect the employee's conduct or performance on the job. The sole objective will be to rehabilitate the employee through counseling, referral for medical assistance, and such other means as may be available to aid in the recovery of the employee. Every effort will be made to assure the confidential handling of all details related to the diagnosis and treatment of the employee.

ARTICLE 27

ENVIRONMENTAL PAY

Section 1. The Employer will pay environmental differential in accordance with governing laws, rules and regulations.

Section 2. In the event an employee or the Union believes a situation exists where environmental differential pay (EDP) should be paid, the employee/Union will submit a written request to the supervisor responsible for the assignment of work of the employee involved. A management determination will be made and written response will be provided to the party making the request. Should the reply not be satisfactory to the party filing the request, a grievance may be filed.

ARTICLE 28

DETAILS

(Negotiated into AFMAN 36-203)

ARTICLE 29

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Section 1. The Employer and the Union agree to cooperate in promoting equal opportunity in employment for all persons to prohibit discrimination because of age, race, color, religion, sex, national origin, or mental/physical disabling condition and to promote the full realization of EEO through a continuing campaign to eradicate prejudice or discrimination from the Employer's personnel policies, practices, and working conditions.

Section 2. The Employer agrees to ensure EEO policy statements are publicized to the workforce. A copy of the minutes of the Base Equal Employment Advisory Committee meetings will be furnished to the Union.

ARTICLE 30

LEAVE WITHOUT PAY (LWOP)

Section 1. Employees may be granted LWOP in accordance with the provisions of applicable laws and regulations. Such leave of absence without pay shall not exceed 1 year for each application. An employee will be given the opportunity to petition the second level supervisor for LWOP when the first level supervisor has denied the request without due consideration and cannot show an essential need for the employee at the work place.

Section 2. Elected delegates to a Union function will be given leave not to exceed fifteen (15) days as applicable to attend such functions provided that the leave is requested at least fifteen (15) calendar days in advance of the beginning date of the absence, and provided the employee's absence will not adversely affect the mission of the unit to which assigned during the proposed period of absence. The Employer is obligated to respond within five (5) calendar days. The LWOP will be granted unless mission requirements dictate otherwise.

ARTICLE 31

IMPACT OF REALIGNMENT OF WORK FORCE

Section 1. The parties recognize that management officials have the right to determine the methods, means, and personnel necessary to carry out the mission. When the realignment of

