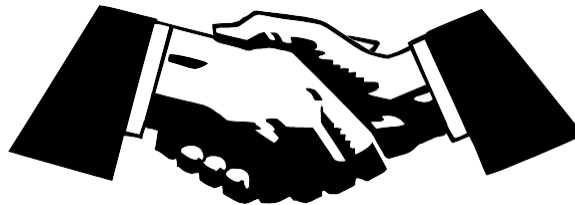




# U.S. AIR FORCE

Negotiated Agreement Between

Fairchild Federal Employees'  
Union And  
Fairchild Air Force Base



This agreement is in effect from 10 Aug 2007 to 09 Aug 2010

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## **PREAMBLE**

This Labor-Management Agreement (hereafter called the Agreement) is agreed to and approved under and in consonance with Public Law 95-454, Chapter 71 of Title 5 of the United States Code, the Federal Service Labor-Management Relations Statute.

It sets forth common understandings and commitments between Fairchild Air Force Base (hereinafter referred to as the Employer or Management) and Fairchild Federal Employee's Union (hereinafter referred to as the Union), together known as the Parties.

Whereas, the efficient advancement of mission objectives at Fairchild Air Force Base is best promoted by mutual cooperation between the Employer and employees, it is the intent and purpose of this Agreement to promote and improve effective and efficient management of all Air Force organizations assigned to or attached to the base; to establish a basic agreement relative to personnel policies, practices, or working conditions; and to provide a means for amicable discussion and Union participation in the formation, implementation, and adjustment of policies and procedures affecting conditions of employment; and to treat everyone with dignity and respect, eliminating discrimination and prejudice; and to treat everyone fairly and equitably.

The parties agree firefighters present a unique work environment when compared to the rest of the bargaining unit. To this end, the parties agree Article 45 shall apply to firefighters. This article shall be used in conjunction with other articles of this agreement when dealing with firefighters.

This Agreement and any such supplemental agreements as may be agreed upon from time to time will constitute the official Agreement between the Parties. It shall be applied uniformly to all employees of the exclusively recognized Unit.

## ARTICLE 1

### GENERAL PROVISIONS

**1.1 Exclusive Recognition Agreement Coverage:** This agreement is executed pursuant to the exclusive recognition granted to Fairchild Federal Employee's Union by Fairchild Air Force Base, Washington.

**1.2 Purpose:** This agreement defines certain rules and responsibilities of the parties hereto; states policies, procedures, and methods that govern working relationships between the parties; and identifies such matters of proper mutual concern to the parties.

**1.3 Unit Designation:** The unit to which this agreement is applicable is composed of all appropriated fund employees of the Department of the Air Force, Fairchild AFB, Washington, excluding professional employees, management officials, supervisors and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

**1.4 Exclusive Recognition:** The employer recognizes the union as the exclusive representative of all civilian employees in the unit. Such recognition shall continue as long as the union is the representative of the employees under the criteria set forth for exclusive recognition in Chapter 71, Title 5 USC.

**1.5 Controlling Authority:** In the administration of all matters covered by this agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Federal laws/regulations; by published agency policies and regulations in existence at the time this agreement was approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities. These requirements are applicable to this agreement and to all supplemental, implementing, subsidiary, or informal agreements between the employer and the union.

## ARTICLE 2

### GOVERNING LAWS AND REGULATIONS

**2.1 General:** In the administration of all matters covered by this agreement and any amendments or new articles thereto, the parties are governed by existing or future laws and regulations of appropriate authorities. Regulations that the Agency and the Union are bound by include Title 5, Executive Orders, OPM directives and guidance, DoD Instructions, OSHA and Air Force Policy Directives and AFIs.

**2.2** Where new or existing provisions of Air Force Instructions issued after the effective date of this agreement, are in conflict with this agreement, the parties agree that contract provisions govern or prevail.

**2.3** The employer shall notify the Union President or Chief Steward of changes resulting from new or changed laws, rules, or regulations. The union shall have the opportunity to request bargaining as appropriate in accordance with law and this agreement.

## ARTICLE 3

### EMPLOYER RIGHTS AND OBLIGATIONS

**3.1 Employer Rights:** The employer and its officials retain 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, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

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

(3) To make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate sources;

(4) To take whatever actions may be necessary to carry out the agency mission during emergencies; and further

c. At the election of the employer, to determine the numbers, types and grades of employees, or positions assigned to any organizational subdivision, work project or tour of duty, or on the technology, methods, and means of performing work.

**3.2 Employer Obligations:** Nothing in this section shall preclude the employer and the union from negotiating:

a. Procedures which management officials will observe in exercising any authorities retained under this article; and/or

b. Appropriate arrangements for employees adversely affected by the exercise of any authority by a representative of the employer.

## ARTICLE 4

### UNION RIGHTS AND RESPONSIBILITIES

**4.1 Union Responsibilities:** The union accepts the responsibility for and agrees to represent in good faith the interests of all eligible bargaining unit employees in accordance with Chapter 71, Title 5 USC. The union further agrees not to discriminate against employees as defined in Chapter, 71 Title 5 USC, Section 7116 (b)(4).

**4.2 Union Representational Rights:** The union has the right to be present and participate in the following:

a. **Formal Meetings/Discussions:** The union will be given the opportunity to be present at any formal meeting/discussion between 1 or more representatives of the employer and 1 or more bargaining unit employee(s) concerning any grievance, personnel policy or practice, or other general condition of employment. The employer will notify the union before such meetings/discussions are held. If the union desires to attend a representative will be designated as soon as practicable.

b. **Examinations/Investigations:** The union will be given the opportunity to be present and to participate at any examination or investigation (Weingarten Right) of a bargaining unit employee by a representative of the employer if the employee reasonably believes that the examination or investigation may result in disciplinary action against the employee, and the employee requests union representation.

**4.3 Union Negotiation Rights:** The union has the right to represent bargaining unit employees in negotiations concerning either management or union initiated changes in accordance with Chapter 71, Title 5 USC and the provisions of this agreement.

**4.4 Other Union Rights:** The union has the right to assign representatives. Representation designation will be in writing.

**4.5 Restraint:** There will be no restraint, coercion, or discrimination against any union official, or representative acting in a representational capacity, for filing a complaint or acting as an official witness under this agreement and in accordance with Chapter 71 of Title 5 USC or applicable government-wide rules and regulations.

**4.6** The provisions of this agreement shall not nullify or abridge the rights of the union to appeal the exercise of management's rights set forth in this agreement through appropriate procedures.

**4.7 Exclusive Representation:** The union is the exclusive representative of employees in the bargaining unit and is entitled to act for these employees in matters pertaining to conditions of employment and the administration of this agreement.

## ARTICLE 5

### EMPLOYEE RIGHTS

**5.1 General:** 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. Each employee shall be protected in the exercise of such right. Except as otherwise provided by Chapter 71, Title 5 USC, such rights include the right:

a. To act for a labor organization in the capacity of 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, other appropriate authorities, the public, press, and news media. Any such expression of views will not violate any security requirements or other applicable laws, rule or regulation;

b. To engage in collective bargaining with respect to conditions of employment through union designated representatives; and

c. To be treated on a fair and equitable basis by the parties.

**5.2 Informing Employees:** The employer agrees to inform bargaining unit employees annually of their rights and obligations, as required under Chapter 71 of Title 5 USC. The written notice will be normally provided in October. Additionally, notification will be provided to new employees.

**5.3 Accountability:** The employer affirms the right of an employee to conduct his/her private life as he/she deems fit. However, off-duty misconduct may subject an employee to disciplinary action if there is a reasonable relationship between the misconduct and the efficiency of the service. Employees shall have the right to engage in outside activities of their own choosing except as precluded by law or regulation of higher authority. However, outside employment must be reported in accordance with regulations. The employer will not coerce or impose mandatory requirements, in any manner, which require employees to invest their money,

donate to charity, or participate in outside activities, meetings, or undertakings not related to the performance of their official duties.

**5.4 Nondiscrimination:** No employee will be discriminated against by the parties because of race, creed, color, age, sex, religion, national origin, marital status, physical or mental disability, lawful political affiliation, or any other non-merit factor.

**5.5 Authorized Visitation:** It is agreed and understood that bargaining unit employees have the right to go see or speak with representatives of the offices listed below while in a duty status, to discuss conditions of employment. Offices include: (1) the Civilian Personnel Office, (2) the Wing Safety Office, (3) the Military Equal Opportunity Office, (5) EEO Counselors, and (5) the FFEU Office.

The employee must request and receive permission from his/her supervisor to leave the job for authorized purposes. The supervisor will make time available and will consider workload, mission requirements, and similar priorities, when determining the appropriate time for the employee's release. Employees are required to provide sufficient information for the supervisor to determine whether release is authorized or appropriate, and to establish an appropriate time for release. Employees will have established appointments to the maximum extent practicable.

**5.6 Representation:**

a. An employee is also entitled to the Weingarten Right, which is: Each employee has the right to be represented by the union at any examination by a representative of management in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation; and

b. An employee may choose to designate representation to be present during complaint discussions between a management representative and the employee. (*Note: Art. 4, sect. 4.2*)

**5.7 Dress and Grooming:** Bargaining unit employees shall not be required to adhere to military grooming standards while working in their civilian status, unless wearing the military uniform. Grooming and dress standards identified or required for health and safety reasons will be maintained.

**5.8 Freedom to Testify:** Employees, as a grievant or witness, shall be free from restraint, coercion, discrimination, and reprisal in presenting appeals and grievances and giving testimony.

**5.9 Information:** Rules, regulations, manuals, and similar documents pertaining to conditions of employment that are maintained by the employer and which the employer is required to observe and operate under, will be available for employees to read.

**5.10 Official Time for Employees:** Employees shall be granted official time in amounts reasonable and necessary to meet with union representatives on matters affecting conditions of employment; to file and participate in complaint procedures, grievances, and other charges and appeals as appropriate (i.e., FLRA, MSPB, EEOC); and to review appropriate laws, rules, and regulations.

**5.11 Personnel Records:** Official personnel records will be collected, maintained, or retained, distributed and eliminated, in accordance with law, government-wide regulations, and this agreement.

a. Employees may be granted reasonable amounts of official time, upon approval of the supervisor, to:

1. Examine any of their personnel records, except those limited by Office of Personnel Management and agency regulations; and

2. Submit to the appropriate personnel official responses to material placed in the records.

b. If maintained off base, an employee's Official Personnel Folder (OPF) shall normally be made available within 7 calendar days. If appropriate, copies of documents contained in the OPF may be provided sooner, normally 2 workdays.

**5.12 Supervision and Assignment of Work:** Consistent with the management right to assign work to employees and to determine methods and means of performing work, employees can expect assignments to be made within reasonable bounds. Employees will usually receive instructions from, and make reports through, established supervisory/managerial channels, as described or depicted in pertinent position descriptions, organizational charts, and directives. Employees in the unit will be informed of who they are to look for supervision and performance appraisal.

**5.13 Fair Warning:** Where an employee's conduct is inconsistent with applicable law, rule, regulation, or provisions of this agreement, and management has knowingly allowed the conduct to continue over a period of time, and management wishes to change or correct the inappropriate conduct, then management should appraise or remind the employee(s) of what the law, rule, regulation, or provision of the agreement is, and that it will be enforced in a fair and equitable manner. Management retains the right to discipline employees for inappropriate conduct.

**5.14 Abridged Rights:** The following groups of bargaining unit employees may have limited rights in accordance with applicable law or government-wide regulation:

- a. Excepted Service;
- b. Those employees in a probationary status; and
- c. Those employees who have served less than 1 year.

Employees may consult with the union or Civilian Personnel Office for clarification on particular situations.

**5.15** The provisions of this agreement shall not nullify or abridge the rights of employees to appeal the exercise of management's rights set forth in the Agreement through appropriate procedures.

## ARTICLE 6

### UNION REPRESENTATIVES AND STEWARDS

**6.1 Representatives:** The employer agrees to recognize officials, representatives, and stewards of the union. The Union President, or designee, shall be the only union official authorized to speak for or commit the union to a particular course of action regarding general matters, including arbitration. All union officials, representatives, and stewards, if assigned by the union, may process grievances and conduct negotiations. Designation of representation will be in writing to the Labor Relations Officer (LRO).

**6.2 Officials and Representatives:** The union agrees to provide the Labor Relations Officer, or designee, in writing and maintained on a current basis, a list of the names of all union officials and representatives. The employer agrees to publicize updated listings.

**6.3 Release Procedure:** The following procedures shall apply to union officials, representatives, or stewards who are required to perform representational duties and wish to leave their assigned work area on official time. Representational duties will be conducted at the employee's work site, if space is available upon permission of the employee's supervisor, or at the FFEU office.

a. Prior to release, the union official, representative, or steward must report to and obtain permission to leave his/her assigned work area from the immediate supervisor. The union official, representative, or steward will inform the supervisor, or designee, of the nature of the function to be performed, destination, and estimated duration.



b. Subject to workload considerations, the union official, representative, or steward will normally be released as requested. If release cannot be granted due to workload considerations, the supervisor, or designee, shall advise the union official, representative, or steward when release would be appropriate.

c. The union official, representative, or steward will contact the supervisor of the individual to be visited and arrange a definite appointment. The supervisor, or designee, will normally make the employee(s) available for the discussion as requested. If the employee(s) cannot be made available, the supervisor, or designee, will inform the union official, representative, or designee, when the employee(s) will be available at the time the appointment is requested.

d. Upon return to his/her work area, the union official, representative, or steward will inform his/her supervisor, or designee, of his/her return.

e. If a delay in releasing an employee, union official, representative, or steward involves a situation within 1 day of a contractual time limit, the time limit will be extended an amount of time equal to the delay plus 1 day.

## ARTICLE 7

### AUTHORIZED OFFICIAL TIME

**7.1 Official Time:** Official time is defined as time spent conducting representational duties or labor-management relations while in a duty status. Examples may include, but are not limited to: investigating complaints, processing grievances, preparing for and participating in negotiations, attending meetings, and matters pertaining to filing charges or appeals with or attending hearings before the FLRA, FMCS, FSIP, MSPB, arbitrators and preparing financial statements as required by law.

**7.2 Limitations:** Activities concerned with or related to the internal management of the union, such as solicitation of membership, internal committee or Executive Board meetings, distribution of election ballots or campaigning for union office, will be conducted during non-work periods before and after work, during lunch and scheduled break periods.

**7.3. Official Time for Representational or Labor Relations Matters:** Official time will be granted in reasonable and necessary amounts to union representatives, stewards or employees when conducting representational or labor relations matters. Release procedures established in this agreement apply. The amount of time required depends on the facts and circumstances involved, the nature and number of allegations, the number and complexity of the supporting specifics, and the number of witnesses to interview. The parties agree to make every effort to minimize adverse affects to mission objectives when using official time.

**7.4 Union Sponsored Training:** The union shall have a bank of 700 hours of official time over the duration of this Agreement to attend training sponsored by FFEU, which is designed to train on matters relating to representational duties within the scope of the Federal Service Labor Relations Statute and other applicable sources, which is of mutual benefit to the Parties. The union shall submit a request for official time for such training, along with an agenda of the training, to the Labor Relations Officer, or designee, at least 15 calendar days in advance of the training so that the employer can make a determination that attendance is in the interest of the activity and of mutual benefit. The number of employees excused at any one time must be reasonable, normally no more than 20 at any one time.

**7.5 Labor-Management Relations Training:** The parties may agree to request training from the FMCS, FLRA, MSPB, or other appropriate sources for joint training. There will be no hourly limitations on management-sponsored joint training. The union will not be charged against its bank of hours for attending joint training. Travel pay, tuition and per diem for Union participants of joint training conducted off-base will be paid by the employer at the same level as Management participants.

**7.6 Travel:** Time spent traveling to and from approved training held off base will be charged to the union's bank of training hours.

**7.7 Training Records:** The employer agrees to place a copy of the completed training certificate, etc., in the civilian training records, when submitted by the employee. Employees may provide copies to their supervisor to place in the Supervisor's Workfolder.

**7.8 New Employee Orientation:** All new employees shall be informed that FFEU is the exclusive representative of all employees in the bargaining unit. The union will be granted time to speak to new employees at official orientation sessions. The Union President, or designee, will receive at least 7 calendar days' prior notice of the session.

## **ARTICLE 8**

### **EMPLOYEE ATTENDED MEETINGS**

**8.1 General:** The parties agree to mutually establish and maintain an environment that promotes trust, protects human dignity, and ensures equal and fair treatment of employees.

**8.2 Formal Meetings/Discussions:** A formal meeting or discussion is defined as any meeting/discussion between 1 or more representatives of the employer and 1 or more employee(s) of the bargaining unit concerning any grievance, personnel policy or practices, or any other general condition of employment. The union will be provided adequate notice and the opportunity to attend and participate in any employee attended formal meeting/discussion. Formal meetings or discussions may be conducted in person or by telephone.

#### **8.3 Investigatory Interviews:**

a. When an investigation is being conducted, the employee should be advised by the investigator of the general nature of the interview and of his/her right to be represented by the union prior to taking any oral or written statements from the employee. An employee in the bargaining unit is entitled to representation during investigatory interviews when the employee believes disciplinary action may result. In investigatory interviews, the following may apply:

1. The employee may or may not be the focus of the investigation;
2. The employee may stop the interview to request and receive union representation (Weingarten Right under 5 USC 8114(a)(2)(B));
3. The employee has the right to request and receive copies of his/her signed statements;
4. The employee shall be advised of the general nature of the interview, administrative or criminal.

Before invoking disciplinary action against an employee who refuses to answer questions during an administrative inquiry, the employee will be informed that his/her refusal to answer questions may result in disciplinary action (see also Kalkines Warning). If during the course of the interview, the nature changes from administrative to criminal, the employee will be afforded all rights offered criminal suspects under existing criminal law.

b. During an investigatory interview, the union representative accompanying a bargaining unit employee being interviewed has the right to:

1. Advise the employee;
2. Suggest other employees or sources of relevant factors or information;
3. Clarify questions and responses;

4. Assist the employee in providing beneficial or extenuating information or facts.

## **ARTICLE 9**

### **LABOR-MANAGEMENT MEETINGS**

**9.1** Both parties recognize the potential benefits of open communications and agree to participate in discussions concerning general matters of concern and interest. To this end, it is agreed that either party may schedule meetings to discuss general issues. The union will be represented by the President and up to 2 advisors. The employer will be represented by the Installation Commander and/or designee. The requesting party will provide an agenda of issues for discussion to the other party at least 3 working days in advance of any scheduled meeting. The agenda will normally be followed, however, other topics may be discussed. Attendance at these meetings will be during duty hours and considered official time.

**9.2 Unscheduled Meetings:** When it is necessary to discuss specific matters of concern, which are of an urgent nature, either party may initiate a meeting with the appropriate representative(s). The topic(s) for discussion will be made known by the requesting party when seeking a meeting with the other party.

**9.3 Recurring Meetings:** Recurring meetings between labor and management will be scheduled by either party on as needed basis.

## **ARTICLE 10**

### **NEGOTIATIONS**

**10.1 General:** The parties to this agreement have the responsibility to conduct all negotiating processes in good faith and in such a manner that will further the public interest. The parties agree to make every reasonable effort to resolve differences concerning negotiations quickly and at the lowest possible level. Negotiations will be conducted in accordance with this agreement and if agreement is reached during negotiations, at the request of either the Union or the Labor Relations Officer (LRO), a written document will be executed embodying the terms and steps necessary to implement the agreement, such as a memorandum of agreement or memorandum of understanding.

#### **10.2 Contract Negotiations:**

a. **Scope:** The parties may open any article in the Negotiated Agreement or Memorandum of Understanding by mutual consent during the duration of this agreement. Subjects for negotiation between the parties are personnel policies, practices, and matters affecting conditions of employment of bargaining unit employees to the extent not inconsistent with Chapter 71, Title 5 USC.

b. **Procedure:** Either party, between 60 and 105 calendar days prior to the expiration of this Agreement will submit, in writing, its intent to renegotiate this agreement. Upon receipt of written notification that either party wishes to renegotiate, a meeting will be held to establish ground rules for negotiations sessions. Subjects to be included in the ground rules include but are not limited to:

1. Number of negotiating team members;
2. Procedures for the designation of spokesperson;
3. Proposal exchange procedures; and
4. Time, dates, and location of negotiation sessions.

### **10.3 Substance Bargaining:**

a. **Scope:** When the employer proposes a change in working conditions that is not a retained management right, the employer will negotiate with the union concerning the actual adoption (substance) of the proposed change(s) consistent with Chapter 71, Title 5 USC, if requested by the union. The employer may make changes to conditions of employment, not in conflict with this agreement, in emergencies or to prevent delays of the effective dates established in law.

1. Upon written notification to the Union President that management intends to initiate such a change in conditions of employment of bargaining unit employees, the union will be provided 15 calendar days to review the proposed change(s) and request a briefing or request negotiations as appropriate and provide counter-proposals to management. Failure to request to negotiate or submit proposals within this 15-day period shall constitute acceptance of the proposed changes. Time limits may be changed by mutual agreement.

2. Negotiations may start any time that is mutually agreeable to both parties, but not more than 10 calendar days after management has received the union's counter-proposals regarding the proposed change(s). The parties shall make every reasonable effort to conclude negotiations in an expeditious manner.

b. The union may propose changes regarding conditions of employment when such proposals are negotiable; deal with a matter not discussed and waived during negotiations between the parties, and are not in conflict with Chapter 71, Title 5 USC. If the union requests such negotiations, the union will furnish written proposals delineating the proposed change(s) affecting conditions of employment to the Labor Relations Officer, or designee. The employer will have up to 15 calendar days after receiving the proposals to respond and/or provide written counter-proposals. A meeting may be scheduled to clarify proposals or counter-proposals. The parties will meet to negotiate within 10 calendar days after written counter-proposals are submitted to the union or the meeting occurs.

### **10.4 Appropriate Arrangements (Impact and Implementation Bargaining):**

a. **Scope:** Impact and implementation bargaining results from a union request to negotiate the procedures, appropriate arrangements, and the impacts for unit employees adversely affected by the exercise of a retained management right.

b. **Procedures:** Prior to exercising a management right which has more than a "de minimus" affect on bargaining unit members, the employer will provide advance written notification of not less than 15 calendar days, to the Union President delineating the change(s). The union will have 15 calendar days to review the change(s), request a briefing relating the change(s), if needed, and provide proposals to the Labor Relations Officer or designee. Time limits may be changed by mutual agreement. Failure to request to negotiate or submit proposals within this 15-day period shall constitute acceptance of the proposed change(s).

Negotiations may start any time that is mutually agreeable to both parties, but not more than 10 calendar days after management has received the union's counter-proposal(s) regarding the proposed change(s). The parties shall make every reasonable effort to conclude negotiations in an expeditious manner.

**10.5 Past Practices:** Once a past practice has been established it can only be changed through notice and the negotiation process, or by mutual agreement, or by the union failing to request negotiations after notification.

**10.6 Savings Provision:** Provisions for currently existing written memoranda of understanding between the union and the employer which are not in specific conflict with provisions of this agreement will remain in effect unless (a) modified through negotiations, (b) terminated by mutual agreement, (c) violate law, rule, or regulation, or (d) specify an expiration date. The parties agree that memoranda as described in this section and articles in this agreement constitute the complete agreement between them.

**10.7 Negotiability:** The issue of negotiability should be raised in a timely fashion, as soon as the determination of non-negotiability is made. A written statement of the rationale for the claim of non-

negotiability will be provided the other party when required and/or upon request. After reasonable attempts to resolve the issue at the local level, the issue may be pursued through the appropriate administrative avenue to resolution. Withdrawal from negotiations over permissive subjects shall not be deemed failure to negotiate in good faith. Compelling need questions shall be resolved in accordance with Chapter 71, Title 5 USC.

**10.8 Impasse Resolution:** In the event of an impasse during negotiations, either party may request the assistance from the Federal Mediation and Conciliation Service (FMCS). If the services of the mediator do not resolve the impasse, the parties will process the impasse through the Federal Service Impasses Panel (FSIP) procedures. The parties may utilize a mutually agreeable and approved alternative at any point in the process.

**10.9 Facilities and Time:** The employer will provide the facilities for all negotiations, unless otherwise mutually agreed. Union negotiators will be on official time, and in numbers equal to the negotiators representing Management.

**10.10 Printing and Distributing:** Memoranda of Understanding (MOU) or other negotiated agreements between the parties will be printed and distributed by the employer.

## ARTICLE 11

### GRIEVANCE PROCEDURE

**11.1 General:** The employer, bargaining unit employees, and the union recognize the importance of settling disagreements and disputes promptly, fairly, equitably and in an orderly manner that will maintain the self respect of employees, union and employer representatives, and be consistent with principles of good management. To accomplish this, every effort will be made to settle grievance issues expeditiously and at the lowest level of supervision. In exercising their rights to present a grievance, employees, union representatives, and the employer shall be unimpeded and free from restraint, coercion, discrimination, harassment or reprisal and each shall respect the dignity of the other.

**11.2** Nothing in this article shall prevent employees from exercising the option of appealing adverse actions to the Merit Systems Protection Board or processing any prohibited personnel practice defined in law through the statutory appeals process, provided that the employee has not filed a formal grievance on the matter in accordance with this agreement.

**11.3 Definition and Scope:** A grievance is defined as a complaint, consisting of all steps of the grievance procedure, by a bargaining unit employee(s) concerning any matter relating to the employment of the employee(s), by the union concerning any matter relating to the employment of a bargaining unit employee(s) or by a bargaining unit employee(s), the union or the employer concerning the effect or interpretation, or a claim of breach of this agreement, or any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment. A grievance may be filed by the union, a bargaining unit employee or designated representative, or the employer.

**11.4 Exclusions:** Exclusions to this grievance procedure are:

- a. Any claimed violation of law relating to prohibited political activities;
- b. Issues concerning retirement, life insurance, or health insurance;
- c. Suspensions or removals taken for national security reasons;
- d. Issues concerning any examination, certification, or appointment;
- e. Issues concerning the classification of any position, which does not result in a reduction in grade or pay for a position in the bargaining unit;

f. Issues concerning the non-selection for promotion from among a group of properly ranked and certified candidates for a position included in the bargaining unit;

g. Matters appealable under discrimination complaint procedures (EEO);

h. The non-adoption of a suggestion and non-submission or disapproval of a quality salary increase, a performance award or any other type of honorary or discretionary award that was disapproved by the appropriate authority designated by applicable regulation;

i. Actions terminating a temporary promotion within a maximum period of 2 years and returning the employee to the position from which temporarily promoted or to an equivalent position;

j. The separation, termination, or removal of an employee serving a trial or probationary period;

k. Reduction-in-force actions.

**11.5** Employees of the bargaining unit may exercise the right to present their grievances without union representation. In such cases, the remedy must be consistent with the terms of this agreement. The union shall have the opportunity to be present at the settlement and be provided a copy of the grievance decision.

**11.6** Employer and the Union recognize that most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. In the spirit of cooperation, the parties agree employees should attempt to resolve issues before a grievance is filed through informal discussion with their supervisor to include administrative dispute resolution techniques. This informal discussion will not be considered a formal discussion for the purposes of Article 8.2. but is required prior to Step 1 of the formal grievance procedure.

**11.7 Procedure:** Grievances filed under this procedure must be initiated within 30 calendar days after the incident occurred or the date the party became aware of, or should have been aware of, the decision or matter about which he/she is grieving. Grievances not meeting this time requirement may be rejected by the employer. Time limits, at any step of the procedure, may be extended by mutual agreement. The parties recognize that grievance content and information should be adequate for the identification of the issue(s), thereby increasing the potential for resolution at the lowest possible level.

The following procedures apply in processing employee grievances under this article:

**Step 1.** The grievance will be presented in writing by the employee or representative (when designated) to the employee's immediate supervisor. The written grievance will contain the following information, if available and applicable:

a. The name(s), organization(s) and work telephone number(s) of the grievant(s) and representative;

b. The date of the incident, event, or matter being grieved;

c. The issue or issues to be decided;

d. All information regarding the grievance known at the time the grievance is filed;

e. The specific personal remedy sought by the grievant(s).

The supervisor shall provide the grievant(s) or representative, when designated, a written decision within 7 calendar days. If the grievant is dissatisfied with the decision, the grievance may be elevated to Step 2 of the procedure.

**Step 2.** The Step 2 grievance will be in writing (as outlined in Step 1) and presented to the grievant's Squadron Commander or Deputy. The Step 2 grievance will include copies of the Step 1 grievance and decision, and any new, pertinent information relating to the grievance, which was not known or available prior to filing the Step 1 grievance. A Step 2 grievance must be presented within 11 calendar days of receipt of the Step 1 decision or expiration of the 7-calendar days Step 1 reply period. The Squadron Commander, or Deputy, will provide the employee/representative with a written decision within 7 calendar days of receipt of the Step 2 grievance. If the Step 2 grievance response is unacceptable, the grievance may be elevated to Step 3 of the procedure.

**Step 3.** The Step 3 grievance will be in writing and presented to the Installation Commander or mutually agreed upon designee, through the Labor Relations Officer, within 5 calendar days of receipt of the Step 2 decision or expiration of the Step 2 reply period. The Step 3 grievance will include copies of all prior correspondence/information and will not incorporate new allegations, issues, or supporting evidence or information known to the employee or representative, but not presented in prior grievance steps. The Deciding Official will provide the employee/representative with a written decision within 20 full calendar days of receipt of the Step 3 grievance.

**Step 4.** If the Step 3 decision is not acceptable, the grievant(s) may request the union refer the grievance to arbitration in accordance with this agreement.

**11.8 Group Grievances:** An identical grievance by two or more employees, filed within 15 calendar days of each other, with the same supervisor, will be considered as a single grievance. A remedy on such grievance applies to all employees in the group and each is given a copy of the decision. An employee may withdraw from a group grievance, in writing, anytime before a decision is rendered; however, the employee may not then initiate the same or substantially the same grievance.

**11.9 Union/Employer Grievance:** Union/Employer grievances that are not limited to individual or group dissatisfactions will be in writing and will be initiated by the Union President, or designee, or by the Installation Commander, or designee. The parties will meet to informally discuss the issue(s) and make every effort to resolve the issue(s). The charged party will have 11 calendar days to render a written summary or response to the other party. If the response is not acceptable, the charging party will have 11 calendar days to file a written grievance with the other party, specifying the issue(s) and remedy sought. The charged party must within 15 calendar days provide a written response. If this response is not acceptable the charging party may invoke arbitration.

**11.10 Resignation/Death/Separation:** In cases where a pay or allowance issue is involved which could benefit the grievant or his/her estate, the grievance will be processed to its conclusion.

**11.11 Grievability:** Questions which cannot be resolved by the employer and the union as to whether or not a particular grievance is on a matter subject to the grievance procedure in this agreement, or is subject to arbitration under this agreement shall be referred to arbitration as set forth in this agreement.

## ARTICLE 12

### ARBITRATION

**12.1 Right to Arbitration:** A grievance submitted in accordance with this agreement, which has not been settled to the satisfaction of the grieving party, may go to arbitration. The issue or issues to be decided will be the same as those described in the grievance procedure by the grievant. Arbitration may be invoked only by the union or by the employer in accordance with applicable law and this agreement, but only after the prescribed grievance procedures have been exhausted.

**12.2 Procedure:** The procedure for invoking and preparing for arbitration is as follows:

a. Within 20 calendar days after receiving the other party's final decision on a grievance, or within 20 calendar days after the decision was due, the party invoking arbitration will notify the other party in writing that

arbitration is necessary. If the deadline date falls on a weekend or holiday, the deadline will be the next workday.

b. If the parties agree on the issue(s) being arbitrated, and further agree that a hearing would serve no purpose, they may submit a joint submission of facts and issue(s) based on the formal grievance to the arbitrator with a request for a decision based only upon the facts thus presented. If the parties cannot agree on the issues or facts being arbitrated, but still agree that a hearing would serve no purpose, then each party may submit a separate submission of facts and issues with a request that the arbitrator determine what the facts and issues are, and render a decision based on the information provided. If the parties cannot agree if a hearing is necessary, then a hearing will be held.

c. The invoking party will be responsible for notifying the arbitrator and for making the required arrangements such as dates and times. The employer agrees to furnish an appropriate hearing room for the arbitration.

### **12.3 Selecting the Arbitrator:**

a. If the Union or Employer invokes arbitration the invoking party will mail to the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) with a copy to the Labor Relations Officer (LRO) or the Union President, as appropriate, the appropriate form/letter requesting a panel of seven (7) arbitrators. Any fees associated with the request for an arbitration panel will be shared by parties, requests will be submitted online.

b. Within fourteen (14) calendar days of receipt of said list from FMCS/AAA, representatives of the parties shall meet to select an impartial arbitrator. Failing to reach agreement on one of the names on the list, representatives of the Union and the Employer will alternately strike one arbitrator's name from the list of seven arbitrators until only one name remains. Initial striking will be determined by chance. The remaining name will be the duly selected arbitrator.

c. Except for issues involving statutory appeals, if a party refuses to participate in the selection of an arbitrator, the FMCS/AAA will be empowered to make a direct designation of an arbitrator in the case.

**12.4 Fees and Expenses:** Fees and expenses will be borne by the losing party. Accordingly, the arbitrator will specify a losing party. If the arbitrator decides there is no losing party, the arbitrator will indicate the percentage of arbitration costs each party will pay.

**12.5 The Arbitration Hearing:** The arbitration hearing will be held during the regular day-shift hours of the basic workweek. The union representative, the grievant, and the employees called as witnesses will be excused from duty without charge to leave to the extent necessary to participate in the official hearing, if they are employees of Fairchild Air Force Base, if otherwise in a dutystatus.

**12.6** The arbitrator will be informed that a decision is expected within 30 days following the conclusion of the hearing and/or the receipt date of any briefs or information submitted at the request of the arbitrator.

**12.7 Arbitrator's Authority:** The arbitrator's authority is limited to deciding only the issue or issues presented in the formal grievance. The arbitrator shall have the authority to resolve identified questions of arbitrability and interpret and define the terms of this Agreement as necessary to render a decision. If the parties mutually agree, questions of arbitrability involving the application of statutory appeals may be submitted to the arbitrator by brief, and decided prior to hearing. If the arbitrator determines there is a reasonable basis that the issue is arbitrable he will hear the merits of the underlying grievance and decide the issue together. The arbitrator shall have no authority to add to, or modify, any terms of this agreement, applicable laws, rules, regulations or policies. The arbitrator's decision shall be final and binding, unless appealed within established requirements or procedures, and the remedy shall be effected in a timely manner, normally within 2 pay periods, and in its entirety. The arbitrator's decision will be considered non-precedential with regard to future cases.



## **12.8 Appeal of Arbitrator's Decision:**

a. Either party may seek judicial review of the decision, on matters, which could have been appealed to the Merit Systems Protection Board (MSPB), within 30 calendar days of the issuance of the decision. Such review will be sought in a United States Court of Appeals for the Federal Circuit in accordance with the provisions of Section 7703 of Chapter 71, Title 5 USC.

b. Either party may file an exception with the Federal Labor Relations Authority to the arbitrator's award on any matter other than those described in (a) above. Such exceptions must be filed within 30 calendar days of the issuance of the decision, in accordance with Authority procedures.

## **ARTICLE 13**

### **EQUAL EMPLOYMENT OPPORTUNITY**

**13.1 Policy:** Neither the employer or union will in any way discriminate for or against an individual because of race, color, religion, sex, national origin, age, marital status, handicapping condition, or other non-merit factors not allowed by laws or regulations. Actions shall be accomplished in strict adherence to both the letter and spirit of the applicable laws and regulations.

**13.2 Mutual Concern:** The union and employer agree to discuss and work with each other regarding problems of alleged discrimination and resolve to find mutually effective and lasting remedies to bona fide cases of discrimination. The employer agrees to furnish the union a copy of the annual Affirmative Action Employment Plan when it is printed.

**13.3 EEO Counselors:** EEO counselors may be appointed by the employer. Whenever new counselors are required, the Union President will be requested to nominate candidates for consideration.

**13.4 Representation:** An employee, discussing a problem of alleged discrimination with an EEO counselor, has the right to be accompanied by a representative of his/her choice. The employee and his/her representative, if the representative is also an employee, shall be authorized a reasonable amount of official time to participate in the EEO process. EEO counselors, when discussing alleged complaints, will inform employees of their options (EEO process, negotiated grievance, if applicable) for processing allegations of discrimination.

## **ARTICLE 14**

### **PROMOTION PLAN**

**14.1 General:** The employer agrees that internal competitive promotions will be accomplished in accordance with applicable laws, rules, and regulations and this agreement. Key references are AFMAN 36-203 and 5 CFR 335.103.

a. Positions to be filled by merit promotion will be advertised through vacancy announcements. Announcements will be posted on the Air Force Personnel Center (AFPC) website: <http://ask.afpc.randolph.af.mil/> and the Automated Air Force Job Line, 1-800-616-3775. Employees will self-nominate using the website self-nomination process. Announcements will be run for a minimum of 7 calendar days, normally opening on Friday and closing the following Thursday. The parties agree that employees are responsible for obtaining information and self-nomination for positions being filled under this program.

b. If a position is announced and filled through the Merit Promotion Plan as a temporary promotion and the announcement did not state that it might become permanent, the position will be re-announced if filled through the local Merit Promotion Plan on a permanent basis.

c. The employer recognizes the benefit to promoting from within the bargaining unit. Management will consider bargaining unit members for bargaining unit vacancies in conjunction with other sources. Bargaining unit members will receive first consideration unless Alternate Certification Procedures are used.

d. Identification of candidates, ratings and ranking of selection factors, and screening for qualification requirements will be accomplished using the automated system to identify those eligible for promotion. The Certificate of Eligibles will contain the names and telephone numbers of referred candidates. Best Qualified (possess one or more skills/experience of the position and any formal education required for positive education positions) and Fully Qualified (possess all of the skills/experience of the position and any formal education required for positive education positions) candidates will be referred.

e. When the Employer determines that utilization of the internal Merit Promotion Program will be utilized to fill a vacant position, the Alternate Certification Procedures may be used to fill the vacancy. When submitting a Request for Personnel Action, supervisors enter the name of whom they wish to select for the position. The personnel action will be effected, if the name selected employee is among the Best Qualified/Fully Qualified group.

f. Employees must meet all required minimum qualification standards and certification requirements for promotion, reassignment, change-to-lower grade or detail opportunities, in addition to meeting any other applicable conditions of employment. Employees are encouraged to submit updated resumes and documents to insure proper position consideration.

#### **14.2 Non-Selection/Non-Referral/Non-Certification/Not Qualified:**

a. Any person who was not selected for an applied for position, may upon request, receive an explanation of the reasons for non-selection. Such request must be submitted within 10 calendar days from the receipt of notice. Such employee may also examine such records pertinent to the selection provided that he/she not be allowed to view any records, which are required to be kept confidential by appropriate OPM and/or Air Force regulation. An employee may request the following information or documentation after a selection is made:

1. Whether the employee met the minimum qualifications;
2. Whether the employee was among the best qualified from which the selection was made;
3. Who was selected for the position;
4. Review any and all documents ranking the employee.

b. The union may review unsanitized documents pertaining to the filling of vacancies, and upon request receive unsanitized copies of said documents. The union must identify its particularized need in each instance, and the employer will ensure disclosure of the requested information is not barred by the Privacy Act and maintains the confidentiality of crediting plans.

**14.3 Career Ladder Promotions:** Employees eligible for career promotions will be promoted as soon as they meet all requirements of the training plan and as determined by appropriate supervisory personnel.

**14.4 Records Maintenance:** Each employee is responsible for ensuring the resume filed when coming to work at Fairchild AFB contains a complete and accurate record of all previous experience, education and training. The Employer will ensure all applicable information is entered into the personnel data system as soon as possible. The Civilian Personnel Office will provide a civilian brief to the new employee. On request, the Civilian Personnel Office will meet with the employee to explain the brief.

**14.5 Updates:** Employees can make changes/updates directly to their resume. Employees can request assistance and guidance from their supervisor or civilian personnel.

a. **New Information:** During the employee's tenure at Fairchild AFB, the employee is responsible for updating newly acquired experience, education or training as soon as possible after the event making the update necessary, i.e. completing a training or education course, private sector employment experience.

b. **Amendments:** Amendments to previously coded experience, which may have been signed by the employee, will not be processed by the Civilian Personnel Office within 6 months from the date the employee last signed his/her experience brief.

**14.6 Exceptions:** For positions filled through other than the Merit Promotion Plan, the employer will provide the Union President access to internal information, which includes the name of the person, position, grade, location, and under what authority the position was filled, upon request.

## ARTICLE 15

### DETAILS

**15.1 Definition:** A detail is a temporary assignment of an employee to a different position or to a different set of duties with a NTE date, and with the employee returning to his/her regular duties at the end of the detail, unless another action occurs. The employee continues to be the incumbent of the position from which detailed, for the duration of the detail.

**15.2 Authority:** The employer has the authority to detail employees to positions or work assignments requiring higher, lower or different skills. All details will be accomplished in accordance with applicable laws, government-wide rules, and regulations and this Agreement. A detail will not change an employee's civil service status, grade, or pay.

**15.3 Selecting Employees for Details:** Supervisors shall observe merit principles in selecting employees for details to higher graded positions when it is known that such detail may lead to promotion. Selection for any detail shall be based upon management's best judgment of an individual employee's potential or demonstrated ability to perform the duties to which detailed. Except where selection for detail is made under competitive provisions, details should be rotated to the maximum extent practicable.

**15.4 Employee Notification:** Employees to be detailed shall be notified as far in advance as practicable, but no less than 15 calendar days if a change in work schedule is involved, 7 calendar days for other details, except in emergency situations.

**15.5 Documenting Details:** Detailed employees' work experience will be recognized in accordance with applicable regulations for each period spent on a detail. Supervisors will provide employees with a copy of an SF-50, Notification of Personnel Action, and 1 copy will be placed in the employees Official Personnel Folder. Short term details of 30 calendar days or less, will be noted on the Supervisor's Employee Brief. An employee may submit documentation on bond paper, endorsed by the supervisor, to be included in his/her Official Personnel Folder, however, the personnel data system will not be updated to reflect short-term experience, 30 calendar days or less. Supervisors and employees are equally responsible for properly documenting details.

## ARTICLE 16

### PERFORMANCE MANAGEMENT

**16.1 Definitions:** The method which integrates performance, pay, and awards systems for the purpose of improving individual and organizational effectiveness in the accomplishment of the employer's mission and goals. The Air Force Performance Management Plan will comply with all applicable laws, rules, government-wide regulations, and this agreement.

**16.2 Management Rights and Obligations:** The employer reserves the right to decide the content of the elements and standards. However, supervisors are encouraged to solicit input from the employee and openly discuss the development of a performance plan. The employer is obligated to ensure that the elements and standards meet statutory requirements.

a. The supervisor is responsible for establishing performance elements and standards based on the requirements of the employee's position. The supervisor will provide written performance plans to the employee(s) within 30 calendar days from the beginning of the appraisal period.

b. The supervisor will rate employees based on a comparison of performance against the standards and elements established for the appraisal period.

**16.3 Employee Rights:** An employee has the right to discuss the content of the performance plan (elements and standards) with the supervisor anytime during the appraisal period. An employee has the right to grieve the following:

a. Disputes concerning the overall rating;

b. Disputes concerning the rating received on individual elements and standards;

c. Disputes concerning whether an element or standard meets statutory requirements.

**16.4 Performance Discussions:** The supervisor will meet with each employee at the beginning of each appraisal period or upon assignment of a new employee to discuss the performance elements and standards on which the employee will be rated. Performance feedback will be accomplished in accordance with Air Force instructions and using AF Form 860B. Employees can request additional feedbacks during the rating cycle from their rating official. Employees are encouraged to discuss work performance and concerns with their rating official. Performance discussions, as a minimum, will address the following:

a. Accuracy and currency of elements and standards;

b. Observed work performance to include accomplishments or deficiencies and provide any corrective action, if necessary;

c. The current rating of each element and work behavior factor;

d. Any changes to the performance plan.

The date the performance discussion occurs will be annotated on the Supervisor's Employee Brief.

**16.5 Change of Rating Official.** If the supervisor departs between the beginning of the appraisal period to 1 Jan and has supervised the employee for any length of time the departing supervisor prepares information concerning performance and leaves it and performance plan for the new supervisor. If the supervisor departs between 1 January and 31 March and has supervised the employee fewer than 90 days the reviewing official prepares annual rating of record with input from the departing supervisor. If the supervisor departs between 1 January and 31 March and supervised the employee for 90 days or more the departing supervisor prepares annual rating of record and leaves it for processing by the reviewing official.

**16.6 Union Representatives:** Union protected activity cannot be considered or referenced, even judgmentally, in connection with performance discussions and appraisals. It is unlawful for a supervisor/rating official to lower an appraisal because of an individual's union activities.

**16.7** Employees' performance appraisals shall in no manner be adversely affected due to an employee having sought assistance from the union in any way; filed a grievance or statutory appeal; is a union member; has testified or provided evidence to any appeal process; or has requested any right under the law or this agreement.

## ARTICLE 17

### ACTIONS DUE TO UNACCEPTABLE PERFORMANCE

**17.1 General:** If, at any time during the performance appraisal cycle, an employee's performance is determined to be unacceptable in one or more critical elements, the supervisor shall discuss the critical element(s) with the employee. The discussion will occur within a reasonable amount of time after the determination, but normally within two weeks. The supervisor will explain what is required to improve performance to an acceptable level and provide a reasonable amount of time for the employee to demonstrate acceptable performance prior to proposing any formal action. This opportunity period, also known as a Performance Improvement Period (PIP) should align with the level of the employee's duties and responsibilities, usually 30, 60 or 90 days. Performance based actions will be consistent with OPM and Air Force Instructions. Employees may request technical guidance from Civilian Personnel.

**17.2 Proposed Action:** If an employee's performance remains unacceptable and action is deemed appropriate, the Employer agrees:

- a. To provide a 30-calendar day advance notice of the proposed action that identifies the specific instances of unacceptable performance and the critical element(s) involved in each instance on which the action is based.
- b. The employee has the right to be represented by an attorney or other representative of his/her choosing.
- c. The employee will be given not less than 10 calendar days to answer the employer's notice of proposed action orally and/or in writing. The employee will be given a reasonable amount of official time to prepare his/her response, normally 4-6 hours. However, special circumstances may warrant extension of these requirements.
- d. The employer will allow the employee to raise a medical condition, which may have contributed to their unacceptable performance.

**17.3 Final Decision:** When the employer has decided to take action for unacceptable performance, the employer agrees:

- a. To make a final decision within 30 calendar days after the expiration of the advance notice period. The decision will be based on the identified instances of unacceptable performance specified in the notice of proposed action. Due consideration will be given to the employee's response to the proposed action.
- b. That unless proposed by the Installation Commander, such written decision will be concurred with by a supervisor in a higher position than the supervisor who proposed the action.
- c. The employer will issue a written notice of the decision to the employee at or before the time the action will be effective. The notice will specify the instances of unacceptable performance on which the action is based, the written concurrence of the supervisor in (b) above, and will inform the employee of any applicable appeal and/or grievance rights.
- d. If performance improves acceptably during the notice period and no action is taken and the employee's performance is acceptable for 1 year from the date of the advance notice, then any entry or other notations of unacceptable performance for which the action was proposed will be removed from the Air Force Form 971 relating to the employee.

## ARTICLE 18

### DENIAL OF WITHIN GRADE INCREASE (WGI)

**18.1** Upon advance notice of within grade increase, the supervisor will evaluate the employee's performance. Upon a determination that the performance is less than fully successful, the supervisor and employee will discuss the appropriate elements and standards.

**18.2** If performance has not sufficiently improved, the supervisor will inform the employee, in writing, of a decision to withhold a WGI at least 30 calendar days prior to its due date. The employee or representative has 15 calendar days from receipt of the decision to submit a response for reconsideration. After the supervisor receives the reconsideration request and prior to the WGI due date, a final written decision will be given to the employee. An employee has the right to utilize the negotiated grievance procedure if applicable, or appeal the decision to the MSPB.

## ARTICLE 19

### AWARDS

**19.1 General:** An award is a method of recognizing and motivating employees to increase their productivity and creativity for the benefit of the employer and the public. Awards will be administered in accordance with 5 CFR, Parts 45 and 430; 5 USC, Chapter 54, Sections 5406 and 5407; applicable government-wide rules and regulations; and Air Force instructions. All employees will be given an opportunity to work at a level sufficient for award eligibility, and awards will be administered in a non-discriminatory manner.

**19.2 Performance Awards:** Must be based upon an individual's annual performance rating.

a. **Sustained Superior Performance Award:** A monetary award based on the performance of assigned tasks in a manner exceeding performance standards and supported by the current annual performance rating.

b. **Quality Step Increase (QSI):** An additional within-grade increase granted to a GS employee to recognize sustained high quality performance beyond normal expectations. An employee who receives a QSI must display the highest quality performance, significantly above that ordinarily found in the type of position to which the employee is assigned. The employee must have a current rating of record at the highest level at the time the QSI is made effective. Recommendations for QSIs must be accomplished in conjunction with the annual performance rating. Employees may receive only one QSI at the same grade level in a three-year period, unless an exception is approved at MAJCOM or equivalent level. A QSI may not be granted to an employee who has received a QSI in the previous 52-week period.

**19.3 Incentive Awards:**

a. **Honorary:** Typically a medal, plaque, or certificate for significant career-oriented achievements or contributions in EEO, energy conservation, scientific research, improved communications with or service to the public, and others of high priority to the organization.

b. **Letters of Commendation:** Non-monetary awards given to recognize a specific accomplishment at a specific time.

c. **Time Off Award:** Authorized in recognition of a superior accomplishment or other personal effort, which contributes to the quality, efficiency, or economy of the employer's operations. Supervisors may approve time-off awards of no more than 1 working day without review and approval of a higher official. Officials who exercise personnel appointing authority may approve time-off awards in excess of 1 working day. They may delegate this authority to officials who approve recommendations for other incentive awards. The award shall not be used in lieu of a performance award based upon the annual performance ratings. All employees are eligible. Examples of such achievements may be:

- (1) Making a high quality contribution involving a difficult or important project or assignment;
- (2) Displaying special initiative and skill in completing an assignment;
- (3) Using initiative and creativity in making improvements in a product, activity, program, or service;
- (4) Ensuring the mission of the unit is accomplished during a difficult period by successfully completing additional work or a project assignment while maintaining the employee's own workload;
- (5) Accomplishing a specific, one-time, or special assignment that required extra effort or resulted in the organization receiving recognition for responsiveness to unprogrammed requirements;
- (6) Participation in a Quality Circle or Process Action/Improvement Team that resulted in the implementation of significantly improved work processes or products; or
- (7) Submitting a suggestion that has been adopted, but because the suggestion is considered to be within the employee's normal job responsibilities, the employee is not eligible for a cash award.

**19.4 Special Act or Service Award:** A monetary award for special contributions such as heroic acts, inventions, special acts, savings to government, civil rights, etc. It is given to recognize a specific accomplishment at a specific time.

**19.5 Suggestion Award:** Based upon suggested improvements, contributions, inventions. Awards may be monetary or non-monetary. All employees are eligible.

**19.6** Multiple awards may be authorized for individuals, depending upon the circumstances and types of awards involved.

**19.7** On request, the employer will make available to the union personnel system data on awards administered by the employer during the preceding year. The information will include award types and numbers, monetary amounts, position titles, bargaining unit status, grade and name of recipient. The employer will review union requests for performance award data based on its stated particularized need, on a case-by-case basis, to ensure disclosure of the requested information is not barred by the Privacy Act. (*See Article 13.5 – Updates*).

**19.8 Presentations:** Management may determine the appropriate method of presenting awards to bargaining unit employees and may schedule presentations for various types of awards. Management will consider employee requests not to participate in presentation activities. If directed by management to attend an award presentation during non-duty hours (during lunch break, before or after duty hours) the employee will be compensated appropriately.

## **ARTICLE 20**

### **REDUCTION-IN-FORCE (RIF)**

**20.1 Policy:** The implementation of a Reduction-in-Force (RIF) will be administered by management in accordance with appropriate controlling authorities. The parties agree RIF is an action, which should only be taken when necessary. The employer retains the right to conduct a RIF, decide which positions are required, where they are located and when they are to be filled, left vacant or abolished. To minimize the adverse impact of a RIF on employees, the employer may accomplish requirements through attrition and/or other reduction efforts when practicable. In cases of budgetary insufficiency, reasonable efforts might include: innovative salary savings methods, i.e., leaving positions vacant or restructuring of positions, promotion freezes, offering leave without pay, furloughs, and reduction of costs associated with contracting out. The employer agrees to

keep the union informed and apprised throughout the conduct of the RIF process and consult or bargain as required.

**20.2 Training:** The employer agrees to conduct timely training sessions to interested employees, union officials, and representatives regarding RIF procedures or policies.

**20.3 Notification and Timeframes:** The affected employee(s) will be given either a specific or general RIF notice at least 60 calendar days prior to the effective date of the RIF. If a general notice is used, the affected employee(s) will be given a specific notice of at least 30 calendar days prior to the effective date. A sanitized retention register and other RIF documents will be made available to the affected employee(s). For RIFs that involve 50 or more employees, a 120-calendar day general notice will be provided.

**20.4** Management will consider requests for LWOP from employees scheduled to be separated by RIF, up to a maximum of 90-calendar day's notice. Management may also consider requesting approval from OPM for LWOP extension authority.

**20.5** The parties encourage employees to keep their personnel records, including Personnel Data System-Civilian (PDS-C), up-to-date. Management will make reasonable efforts to make appropriate changes or additions. Both the personnel records and PDS-C will be used to match employee(s) with vacancies.

**20.6** All vacant positions submitted for fill during a RIF notice period will be reviewed to determine if available positions are within an employee's assignment rights or best offer. The employer may waive qualifications for positions not requiring positive education, certification, or licenses.

**20.7** The parties agree that a competitive level consists of all Air Force positions in the same competitive area which are in the same grade (or occupational level), and classification series and which are similar enough in duties, qualification requirements, pay schedules, and working conditions so that the incumbent of one position could successfully perform the critical elements of any other position upon entry into it, without the loss of productivity beyond that normally expected in the orientation of any new, but fully qualified employee.

**20.8** Any employee separated or demoted through RIF will be offered placement entitlement in accordance with controlling authorities. Management will offer affected employee(s) enrollment in placement assistance programs operated by other agencies for which they are qualified. These are described in 5 CFR, part 330 and are titled the Interagency Career Transition Assistance Plan (ICTAP).

## ARTICLE 21

### TRANSFER OF FUNCTION

**21.1 Transfer of Function (TOF):** The transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas; except when the function involved is virtually identical to functions already being performed in the other competitive area(s) affected; or the movement of the competitive area in which the function is performed to another commuting area.

**21.2** Once a decision has been made to transfer a function, the employer will notify the Union President of the decision to transfer a function. The union's official notification will include the following:

- a. The reason for the transfer of function;
- b. The number, names, titles, series and grades of all affected employees.

Upon request, the union may negotiate as appropriate concerning the transfer of function in accordance with procedures established in this agreement which may include the measures which management proposes to take to reduce the adverse impact on the affected employees.



**21.3** Identification of positions and employees for a transfer of function will be accomplished by the following methods:

a. **Identification Method 1:** A competing employee is identified by this method if:

1. The employee performs the function during the majority of his/her work time; or
2. Regardless of the amount of time the employee performs the function during his/her work time, the transferring function performed includes the grade controlling duties.

b. **Identification Method 2:** A competing employee is identified by this method if:

1. The employee is engaged in the transferring function less than half of their work time; and
2. When the duties of the function are not grade controlling.

Competing employees identified using this method are identified in the inverse order of their retention standing.

**21.4 Volunteers:** The losing competitive area may permit other employees to volunteer for transfer with the function in place of employees identified under method one or two. However, the losing competitive area may permit these employees to volunteer only if no competing employee who is identified under method one or two is separated or demoted solely because a volunteer transferred in place of him/her to the gaining competitive area. If the number of employees who volunteer exceeds the number of employees required to perform the function in the gaining competitive area, the losing competitive area may give preference to the volunteers with the highest retention standing.

**21.5** The rights of employees affected by a transfer of function include but are not limited to:

- a. An offer to transfer with a function if the alternative is separation or demotion.
- b. Specific notice of the transfer of function at least 45 calendar days before the effective date.

## **ARTICLE 22**

### **REORGANIZATION**

**22.1 Definition:** A reorganization means a change in organizational structure, which may or may not affect bargaining unit employees.

**22.2 Informal Procedure:** Prior to releasing official notice of a reorganization affecting bargaining unit employees, the Employer should inform the Union President of the proposed reorganization. The employer will, upon request, meet with the union to discuss potential problems and to share information concerning the proposed re-organization. The employer incurs no bargaining obligation until a decision is made to initiate the proposed reorganization.

**22.3 Negotiations:** Upon receipt of the final reorganization proposal(s) the union will be provided the opportunity to request negotiations in accordance with the provisions of this agreement.

## ARTICLE 23

### DISCIPLINE AND ADVERSE ACTIONS

**23.1 General:** The employer retains the right to take appropriate disciplinary and/or adverse actions. The basic procedures as outlined in applicable laws and regulations, and this agreement will be followed. Employee's rights shall be preserved and treatment will be fair and equitable with actions taken and delivered in a timely manner.

a. Supervisory personnel will not subject employees to arbitrary or unreasonable actions.

b. Disciplinary actions are defined, for the purpose of this agreement, as actions taken by the employer to correct an employee's delinquency, behavior, or misconduct. Included in these actions may be: oral admonishments, written reprimands, suspensions, removals, and in some cases, reductions in grade or pay. Some disciplinary actions are also adverse actions.

**23.2 Disciplinary Factors:** A number of factors may be relevant for consideration in determining whether or not to take disciplinary action and the appropriate penalty. After consideration of applicable factors, the supervisor may decide to select a penalty less than those specified in the penalty guide. Example factors might include:

a. The nature and seriousness of the offense and its relation to the employee's duties, position, and responsibilities, including whether the offense was intentional or technical or inadvertent or was committed maliciously or for gain or was frequently repeated.

b. The employee's job level and type of employment, including supervisory or fiduciary role, contacts with public, and prominence of the position.

c. The employee's past disciplinary record.

d. The employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability.

e. The effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon the supervisor's confidence in the employee's ability to perform assigned duties.

f. The consistency of the penalty with those imposed upon other employees for the same or similar offense in like or similar circumstances.

g. The consistency of the penalty with the Guide to Disciplinary Actions (AFI 36-704).

h. The notoriety of the offense or its impact upon the reputation of the Air Force.

i. The clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question.

j. The potential for the employee's rehabilitation.

k. The mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice or provocation on the part of others involved in the matter.

l. The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

**23.3 Issuance Disciplinary/Adverse Actions:** Having issued a proposed disciplinary/adverse action to an employee, the following applies:

- a. The employee may or may not choose to have union representation. If so, the union will provide in writing to the deciding official, the name of the designated union representative.
- b. Responses to the proposed disciplinary/adverse action will be delivered to the deciding official by the assigned representative unless other arrangements are made between the deciding official and representative.
- c. If the final decision letter is to be hand-delivered, it will be delivered to the employee, and designated union representative, who will be present at the delivery and given a copy of the decision at that time.
- d. The designated union representative will be provided a minimum of 1 workday advance notification of the scheduled time and place of delivery.
- e. If unable to attend the delivery meeting, the union will designate an alternate representative. Non-attendance of the union representative or alternate will not prevent delivery of the decision letter by the deciding official.

**23.4 Time Limits:** The amount of time a disciplinary or adverse action remains in an employee's OPF or employee brief are as follows:

- a. Oral Admonishments - no longer than 2 years and may be removed earlier by the supervisor.
- b. Letter of Reprimand - no longer than 2 years and may be removed earlier by the supervisor.
- c. Suspension of 14 calendar days or less - no longer than 2 years and may be removed from the employee's 971 file earlier by the supervisor, but will remain a permanent part of the employee's OPF.
- d. Suspension of over 14 calendar days - no longer than 2 years and may be removed from the employee's 971 file earlier by the supervisor, but will remain a permanent part of the employee's OPF.

**23.5 Employee's Rights:** An employee who is furloughed without pay, reduced in pay or grade, or suspended/removed for disciplinary reason(s) will be entitled to the following:

- a. At least 30 calendar days advance written notice, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, stating the specific reasons for the proposed action.
- b. A reasonable amount of time, not less than 7 calendar days, to answer orally or in writing and to furnish affidavits and other documentary evidence in support of the answer.
- c. To be represented by the union, or an attorney, or other representative. Designations must be in writing.
- d. A written decision stating the specific reason(s) for the action to include appeal options to the Merit Systems Protection Board or the negotiated grievance procedure.

## **ARTICLE 24**

### **SUPERVISOR'S EMPLOYEE BRIEF**

**24.1 General:** The Supervisor's Employee Brief is the supervisor's record of the employee and will be maintained in accordance with governing regulations. In addition to information such as the employee's home address, telephone number, series, title and grade, it also contains entries recording discussions concerning

work-related issues between the supervisor and the employee. Such discussions and entries are not disciplinary actions. On request, employees may review their Supervisor's Employee Brief.

**24.2 Documentation:** Any entry by a supervisor on a Supervisor's Employee Brief will be initialed by the employee within 1 duty day. If the employee refuses to initial, the supervisor may have the refusal witnessed by another employee or supervisor. An employee may grieve the substance of any entry on the Supervisor's Employee Brief through the provisions of the grievance procedure established in this agreement.

## ARTICLE 25

### WORK SCHEDULES AND OVERTIME

**25.1 Work Schedules:** The days and hours of the basic workweek shall consist of 5 workdays of 8 hours, Monday through Friday. The Installation Commander, or designee, may establish the normal tour of duty for the basic workweek to start between 0700 - 0900. Core hours will normally be 0900-1500. Employer authorized breaks will be at the job site, unless an alternate location is approved by the Employer. Breaks may be authorized in accordance with AFI, normally those individuals working in hazardous conditions or trades. Breaks are normally 15 minutes for every four hours of work. If employees are required to perform work during break times, adjustment of breaks may be made by the supervisor.

**25.2** Management initiated changes to established work schedules, either hours or days, will be made in accordance with governing authorities and will be negotiated with the union, when requested.

a. Supervisors are encouraged to give serious consideration to employee requests to make changes or swaps in workdays, shift assignments, tours of duty, or hours of work and to take into consideration personal hardships.

b. Temporary changes required by an emergency situation will be made and personnel concerned notified as soon as possible.

**25.3 Uncommon Tours of Duty:** The Installation Commander, or designee, may establish uncommon tours of duty. Such uncommon tours will include work hours on Saturday and/or Sunday; or fewer than 5 but not more than 6 days of the administrative week and starting times may be outside of the normal tour of duty for the basic workday. Schedules will be established when necessary to provide for required mission-related services. In establishing an uncommon tour of duty, the following will be considered:

a. Tours will be scheduled to last a minimum of 90 calendar days; and

b. Tours will not be used solely to avoid the payment of overtime; and

c. Tours will not be used solely to prevent employees from participating in an Alternative Work Schedule (AWS); and

d. The employer will notify the Union President of the proposed uncommon tour and bargain as appropriate, if requested.

#### **25.4 Overtime:**

a. Employees will be notified of scheduled overtime as far in advance as possible, normally when the schedule is prepared. Emergency overtime work will be performed as required with notice to the affected personnel as soon as possible. Overtime will be paid in 15-minute increments with minimum call back time as 2 hours, in accordance with applicable laws, rules, and regulations.

b. **Compensatory Time Off:** At an eligible employee's election, compensatory time off is time off from an employee's tour of duty instead of payment for an equal amount of irregular or occasional overtime work,

i.e., if an employee works 1 hour of overtime he/she will receive 1 hour of compensatory time off. Employees have 26 pay periods from the pay period in which the compensatory time was worked to use it. Compensatory time should be used prior to any annual leave except for the last five pay periods of the leave year. During that period, use or lose annual leave should be used before compensatory time is used. Use of compensatory time is subject to the same procedures as those for requesting and obtaining approval of annual leave. The employer has the right to direct the employee to schedule and use compensatory time prior to the compensatory time being converted to overtime and paid.

### **25.5 Alternate Work Schedules (AWS):**

a. Technical administration of the Fairchild Air Force Base Alternative Work Schedule Program will be governed by applicable laws, rules, regulations, and this agreement.

b. Available alternative work schedules will include:

(1) **4-10:** A compressed schedule allowing employees to work 4, 10-hour days per week.

(2) **5-4/9:** A compressed schedule allowing employees to work 8, 9-hour days and 1, 8-hour day per pay period. This schedule allows for one additional day off per pay period.

(3) **Flexitour Schedule:** A schedule allowing employees working 5, 8-hour days per week to start and end their work day outside the normal base tour of duty. Flexitour is a repeating schedule with permanent start and quit times.

c. An AWS may be proposed on behalf of squadrons, flights or elements/shops. Employees will be represented by the union in presenting AWS proposals.

d. AWS proposals must be in writing, be presented to the immediate supervisor, and will include the following:

(1) The type of AWS; and

(2) The proposed work schedule to include breaks and lunch periods.

e. The employer will have 20 calendar days to make a decision on AWS proposals. A denial of an AWS proposal must be in writing and demonstrate conclusive adverse impact. Negative determinations may be appealed to the Federal Services Impasses Panel or grieved using the negotiated grievance procedure, but not both.

f. To terminate an existing AWS, the employer must request negotiations with the Union and demonstrate conclusive adverse impact.

g. Adverse impact is defined as:

(1) A loss in productivity;

(2) A drop in direct services furnished to the public; or

(3) An increase in the costs of operations, other than reasonable administrative costs.

h. Management retains the right to alter the hours of work of any AWS within the AWS requirements.

i. **Exemptions:** Individual exemptions from an approved AWS will be made for personal hardship reasons only. Exemption requests will be submitted to the immediate supervisor.

j. Employees also have the right to propose one of the AWS schedules listed below. Management may deny these requested schedules. Such denials will be final.

(1) **Gliding:** A flexible schedule requiring 8 hours per day and forty hours per week with the arrival and departure times varying between 0600 and 1800 (6 am - 6pm).

(2) **Variable day:** A flexible schedule where the length of the workday may vary daily. The employee must work 10 days per biweekly pay period, at least 40 hours per workweek and 80 hours per biweekly pay period. Employees must account for core time on each workday.

(3) **Variable week:** A flexible schedule that may vary the length of the work week as well as the workday daily, but must work 10 days per biweekly pay period and account for core time on each workday.

(4) **Maxiflex:** A flexible schedule that may vary the length of the workweek as well as the workday daily. The employee(s) may vary the number of hours per day and the number of days per week. The employee(s) must work at least 80 hours per biweekly pay period and must account for core time on 3 workdays per week.

## ARTICLE 26

### FLEXIPLACE WORK SCHEDULE

#### 26.1 General Provisions:

a. Administration of the FAFB Flexiplace Program will be governed by all applicable laws, government-wide rules and regulations and this agreement. Administration will be the responsibility of duly authorized management personnel.

b. The program will terminate on expiration of the negotiated agreement or when statutory authority for the program expires, which ever occurs sooner, or by mutual agreement of the parties.

c. Management retains the right to make initial determinations as to the specific jobs and incumbents who will not be included in the Flexiplace Program and to determine the number and kinds of employees approved for the Flexiplace Program.

d. Participation in the Flexiplace Program will be voluntary for the employee and employer.

e. An individual's consideration for the Flexiplace Program may include medical and/or personal hardship reasons.

f. Management retains the right to terminate an individual's Flexiplace Program if adverse impact is determined. Adverse impact is defined as:

(1) Reduction in productivity;

(2) Drop in direct services furnished to the public; or

(3) An increase in the costs of operations, other than reasonable administrative costs.

g. Employees working under the Flexiplace Program will have a fixed and preset work schedule while working at the approved alternate work site. The parties agree that a flexitime schedule will not be utilized at the alternate site. The employee will maintain a record of daily starting and stopping times including all breaks. Written schedule documentation will be provided to the supervisor upon request.

h. Employees working under the Flexiplace Program will be required to report to their official duty station at least weekly to obtain work assignments.

i. The Installation Commander, or designee, will exercise final authority on all flexiplace requests.

j. Employees are required to sign the approved Flexiplace Workplace Agreement and adhere to its conditions.

**26.2 Implementation Procedures:**

a. The employer will consider only those proposed Flexiplace Programs for recommendation to the Installation Commander presented by employees or representative designated in writing.

b. Employer/Employee discussions resulting from Flexiplace proposals will be limited to the requesting employees, the designated representative if applicable, and representatives of the employer.

c. Flexiplace requests will be presented to the immediate supervisor, and contain the following:

- (1) Alternate place of work;
- (2) The specific hours and days of off-site work, to include start time, lunchtime, breaks and stop time;
- (3) Justification for the requested Flexiplace Program.

d. The employer and employees agree to abide by the terms and conditions contained in the approved Flexiplace Work Agreement.

**FLEXIPLACE WORK AGREEMENT**

The Following constitutes an agreement between:

Installation: \_\_\_\_\_

Employee: \_\_\_\_\_

of the terms and conditions of the Flexible Workplace Project.

1. Employee volunteers to participate in the Flexible Workplace Project and to adhere to applicable controlling authorities as contained in the Agreement. The Employer concurs with employee participation and agrees to adhere to the above.

2. Employee's official tour of duty at alternate duty station will be \_\_\_\_\_ to \_\_\_\_\_ including \_\_\_\_\_ hour non-paid lunch period on \_\_\_\_\_ through \_\_\_\_\_ (e.g. 0800 to 1630 hours including one-half hour lunch period Monday through Friday.)

3. Employee's official duty station is:

\_\_\_\_\_

The alternate duty station (the location in which the employee is designated to work while not at the official duty station) is:

\_\_\_\_\_

Describe the designated work area in detail: \_\_\_\_\_

All pay, special salary rates, leave and travel entitlements will be based on the employee's official duty station.

4. Employee's timekeeper will have a copy of the employee's Flexiplace schedule. Employee's time and attendance will be recorded as performing official duties at the official duty station.

5. By signing this form, employee agrees to follow established procedures for requesting and obtaining approval of leave.

6. Employee will be compensated for overtime work only when it has been approved in advance in accordance with applicable law and regulation. No overtime work will be performed without the advance approval of the authorized official. By signing this form, employee agrees that failing to obtain proper approval for overtime work may result in her/his removal from the Flexiplace Project.

7. If the employee borrows or utilizes Air Force documents, supplies or equipment, the employee will obtain written approval and protect them in accordance with governing regulations. If the employee provides equipment, he/she is responsible for servicing and maintaining it. Employee will apply approved safeguards to protect Air Force records from unauthorized disclosure or damage and will comply with Privacy Act requirements.

8. The employee agrees to permit alternate worksite inspections, by representatives of the employer, of the work site at periodic intervals during the employee's normal working hours to ensure proper maintenance and security of Air Force property and work site conformance with safety standards.

9. Employee is covered under the Federal Employee's Compensation Act if injured in the course of actually performing official duties at the official duty station or the alternate duty station. Any accident or injury occurring at the alternate duty station must be brought to the immediate attention of the supervisor. Because an employment-related accident sustained by a flexiplace employee may occur outside the premises of the official duty station, the supervisor must investigate all reports immediately following notification.

10. The Air Force will not be liable for damages to the employee's personal or real property during the course of performance of official duties or while using Air Force equipment in the employee's residence, except to the extent the Air Force is held liable by Federal Tort Claims Act or claims arising under the Military Personnel and Civilian Employees Claims Act.

11. Unless specifically stated in this agreement, the Air Force will not be responsible for operating costs, home maintenance or other incidental costs (e.g., utilities), associated with the use of the employee's residence. By participating in this project the employee does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the Air Force, as provided for by statute and implementing regulations.

12. Employee will meet with the supervisor to receive assignments and to review completed work as necessary. Employee will complete all assigned work according to work procedures mutually agreed upon by the employee and supervisor and according to guidelines and standards stated in the employee's performance plan.

13. Employee's job performance will be evaluated on criteria and milestones determined by the supervisor. Employee's job performance evaluation will be based on norms or other criteria derived from past performance, occupational standards, and/or other standards consistent with these. For those assignments without precedent or without standards, regular and required progress reporting by the employee will be used by the supervisor to rate job performance and establish standards.



14. Employee agrees to limit performance to officially assigned duties at his/her official duty station or the Air Force approved alternate duty station. Failure to comply with this provision may result in loss of pay, termination of the Flexiplace Agreement, and/or other appropriate disciplinary action.

15. The employee or supervisor may terminate participation at any time.

\_\_\_\_\_  
SUPERVISOR DATE

\_\_\_\_\_  
EMPLOYEE DATE

\_\_\_\_\_  
ACTIVITY FLEXIPLACE COORDINATOR DATE REVIEWED

## ARTICLE 27

### JOB SHARING

**27.1 Definition:** To share the duties of a full-time (40 hour per week) position. Job sharers are considered to be individual part-time employees for purposes of tour of duty, pay, leave, holidays, benefits, service credit, record keeping, reduction in force, and personnel ceilings.

**27.2 Tour of Duty:** Specific work hours depend on the nature of the job and the needs of the employer and the job-sharers. Scheduling should take advantage of the fact that two people rather than one are filling the job; these possibilities include scheduling overlapping time during the 40 hour per week schedule, split shifts, or working in different locations at the same time. Work schedules for job sharers can be varied in the same way as other part-time employees. The amount of scheduled overlap time depends on the needs of the employer and the particular position.

**27.3** Individual employees desiring to work part time are encouraged to discuss their proposal with the immediate supervisor. A proposal can come from a full-time employee who wants to reduce work hours, from a team of job sharers, or from a supervisor who wants to reduce work hours, or from a supervisor who wants to consider filling a vacancy with job sharers. When an employee's request for part-time cannot be accommodated because of the need for full-time coverage, job sharing may well be an option. Any job-sharing arrangement is subject to management approval based on workload, mission requirements, budget and personnel ceilings, etc.

## ARTICLE 28

### LEAVE

**28.1 General:** The Leave Program will be administered in accordance with all applicable laws, rules, regulations, policies, and this agreement. Requests for leave will be submitted using OPM Form 71, unless specifically waived by the leave approving official. Employees will attach contact information for the leave location and upon employee's return the attached document will be destroyed.

### 28.2 Annual Leave:

a. Annual leave shall be earned and used in accordance with established criteria. The parties agree that annual leave is a right of the employee and the granting, scheduling, or denial is determined by the employer based on the employer's needs in accomplishing the mission. The employee and approving official are encouraged to plan and schedule the utilization of annual leave as far in advance as possible and mutually

resolve conflicts in scheduling when they arise. If mutual agreement cannot be reached, and in the absence of a valid personal hardship, all things being equal as determined by the leave approving official, the employee with the highest seniority, based on service computation date (SCD) leave will be given the first choice.

b. Annual leave accrued beyond regulatory limits, normally 240 hours, will be lost at the end of the leave year, unless it is used or has been restored. Annual leave above the carry-over limit may be restored if the following requirements are met:

(1) Leave had been requested by the employee in writing before the third pay period before the end of the leave year;

(2) Leave had been approved by the appropriate official in writing but subsequently not used within the leave year due to illness or mission requirements; and

(3) Leave could not be rescheduled during the remainder of the leave year.

**28.3. Sick Leave:** An employee may be required to provide the leave-approving official with documentation to support the use of sick leave of more than 3 consecutive days. Documentation may be required for sick leave of less than 3 consecutive days if sick leave abuse is suspected (IAW AFI 36-815).

**28.4 Administrative Leave and Excused Absences:** Administrative leave and excused absences are authorized absences from duty, without loss of pay or charge to another type of paid leave, which the employer may grant.

**28.5 Parental and Religious Leave:** It is the policy of the employer to be responsible and compassionate in leave policies for working parents and religious observations. Requests for the appropriate leave for activities such as: childbirth and confinement; child adoption; and the observation of religious holidays should be granted to the extent that normal work requirements will permit.

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

**28.7** Employees should bring to the attention of new supervisors their tentative leave schedules and any amounts of use or lose leave. New supervisors should ask the employee(s) for such information.

**28.8 Blood Donation:** An employee donating blood at an authorized blood bank or during an on base blood drive, or in emergencies to individuals, may be granted up to 4 hours absence without charge to leave on the same day on which the donation is made and not more than once in a calendar month.

## ARTICLE 29

### TRAINING

**29.1 Policy:** It is the employer's policy to provide the training necessary to ensure maximum efficiency of employees in the performance of their official duties. Full opportunity to participate in training and development programs will be given to every employee who needs training and meets standards and requirements prescribed by law, executive order, or government-wide regulations. This policy applies to all employees of the unit.

**29.2 Identification of Training Needs:** The employer may identify training and development needs through the use of employee surveys, questionnaires and various other methods and establish a program to meet such identified needs. In identifying training needs, the employer will consider concerns provided by affected

bargaining unit employees and the union. Employees are encouraged to discuss with their supervisor and/or the Civilian Training Program Coordinator available courses and/or training that may assist the employee in self-development. When the employer is to authorize training for a bargaining unit employee, which is known to provide qualifications for a specific higher graded position, competitive procedures should be utilized in selecting the employee(s) for the training. Such training may be conducted either on or off base and through government and non-government sources, as determined by the employer.

**29.3 On-the-Job Training (OJT):** If an employee is required to train a new employee, the supervisor will give consideration to the additional time required to perform normal duties because of the requirement to provide OJT to others.

**29.4** The employer agrees to designate a training program coordinator and will inform employees periodically of the individual's name, organizational location, and telephone number.

**29.5 Training Records:** The employer agrees to record training accomplishments in appropriate records, i.e., Supervisor's Employee Brief and/or the personnel data system.

**29.6 Transportation:** The employer agrees to provide duty related transportation for personnel who are TDY for training.

## ARTICLE 30

### POSITION DESCRIPTIONS

**30.1** Each employee is entitled to a current, adequate and accurate position description or core document, which is precise as to title, series, and grade. Such documents will contain the principle/major duties and responsibilities assigned to the position, which are important for determining the proper classification. Position descriptions and core documents should be reviewed annually to identify significant changes. An employee will be informed of changes made to his/her position description or core document and will be provided a copy when changes occur.

**30.2 Duties Outside of the Description:** Position descriptions or core documents are adequate and accurate when major duties, special skills, licenses, etc., are described which impact classification, qualifications, and any unique requirements found in the position. Any employee in the unit who feels he/she is performing major duties, on a regular and recurring basis, outside of the scope of the position description or core document should consult with their supervisor for clarification. If the problem cannot be resolved through the discussion with the supervisor, the employee may request the supervisor have the position reviewed. The supervisor shall request assistance of a personnel specialist who will review information provided which is relevant to the description within 30 calendar days. The personnel specialist will discuss the findings with the supervisor and advise him/her whether or not any duties found are important for personnel management considerations. If the position description or core document is found to be inaccurate, a revised description or core document containing the officially assigned and continuing duties will be accomplished and submitted for implementation. Any personnel actions accomplished will be in accordance with the applicable laws, rules, and regulations and shall be completed in a timely manner. Supervisors and employees may request a copy of the evaluation rationale if one is requested and accomplished in the particular circumstances. The reviewer will consider any written or oral comments provided by the employee.

**30.3 Classification Appeals:** Any employee who believes his/her position is accurately described, but an inaccurate title, series, grade, and/or pay plan has been assigned, may file a classification appeal. Prior to filing the appeal, the supervisor, employee, and personnel specialist must certify the accuracy of the description.

**30.4 Notice of Downgrade:** Any employee whose position is downgraded due to a classification action will be notified and the action accomplished within the applicable laws, rules, and regulations.

**30.5** Noncompetitive promotions may result from a position review. Such actions would result from an accretion of duties which could not have been assigned to another employee and which management elected not

to restructure, redistribute or eliminate the grade-controlling duties. Any such promotion will become effective upon submission of a written request by the responsible manager and on a pay period following the approval of the designated appointing official.

**30.6** Management recognizes that in times of declining budget and reorganizations, employees are often asked to assume additional duties that are not reflected in their position descriptions. When additional duties are ongoing, the employer will revise the position description to reflect the changes in accordance with Section 30.2 above. When a new position description has been approved and classified, the supervisor and the employee will review and discuss the position description when implemented.

## ARTICLE 31

### LOCALITY WAGE SURVEY

**31.1 Employer Obligation:** The union will be notified by the Employer when any locality wage survey affecting bargaining unit employees has been scheduled for the Spokane area and the method to be used to accomplish the survey.

**31.2 Union Recommendation and Participation:** The union shall have the right to recommend to the employer specific firms and/or specific jobs to be included in a scheduled locality wage survey. The union will have the right to be present at all meetings of the Locality Wage Survey Committee and will participate in all wage surveys to the fullest extent in accordance with current regulations. Union representatives participating in the Federal Wage System Survey must be subject to the pay system.

## ARTICLE 32

### PAY AND PER DIEM

**32.1 General:** The parties agree to the principle of equal pay for substantially equal work.

**32.2 Pay:** The employer agrees to provide accurate and timely reports of time and attendance for pay purposes. The employer also agrees to follow-up with the payroll center on lost, stolen, or late paychecks in accordance with appropriate procedures.

**32.3 Back Pay:** Interest on back pay awards to employees shall be paid in accordance with existing laws.

**32.4 Per Diem:** Under normal conditions, the employer will plan trip assignments far enough in advance so that if the employee needs a travel advance, sufficient time will be available to request and receive the advance to use on the assigned trip.

**32.5 Credit Card:** Participation of bargaining unit employees in the approved credit card program will be in accordance with all applicable policies, regulations, directives and instructions. Bargaining unit employees, not eligible to participate in the credit card program will be entitled to the appropriate advance authorized.

**32.6 Travel Pay:** The employer agrees to schedule travel, to the extent practicable, within an employee's regularly scheduled workweek or work hours; however, circumstances may dictate an employee will be required to travel outside his/her workweek or work hours. Employees will be compensated for the time spent in authorized travel status as allowed by governing regulations. Such time must be approved in advance by the designated approving authority. In accordance with applicable laws, rules and regulations, employees will be authorized compensation for emergencies or unforeseen circumstances arising "beyond the employee's control" while in a travel status.

**32.7 Telephone Calls Home While TDY:** While TDY (CONUS only) employees are allowed two, 10-minute calls home per calendar week at the employer's expense. Such calls must be directed through the Fairchild Air Force Base Operator (1-800-725-1406) for follow-on connection to the desired telephone number. Calls must be placed after 1800 Pacific Standard Time.

## ARTICLE 33

### RECEIPT OF PAY

**33.1 Receipt of Pay:** Employees will be paid for the number of hours worked plus the amount of leave used, except for leave without pay. For pay purposes, credit hours will be treated as a type of leave. The employer agrees to take such steps as reasonably can be expected to overcome problems created by tardy or non-receipt of employee paychecks due to electronic or delivery errors.

## ARTICLE 34

### WORK ENVIRONMENT

#### 34.1 General:

a. The employer recognizes that the quality of the workplace has a significant impact on efficiency of operations. In any remodeling of the workplace, the employer will focus on improving quality and efficiently utilizing space while paying attention to factors necessary for employees to efficiently perform their duties.

b. It is the intent of the parties to resolve issues at the lowest possible level. When a change is proposed which will have an impact on bargaining unit employees informal notification should be given to the Union President. The Union President, or designee, shall arrange a meeting to discuss with the appropriate management official the proposed changes. The discussions should deal with all aspects of the changes being proposed by the employer. The discussions may include, where applicable, such issues as the following: size, design and location of offices and workstations; access to windows; common use space (break rooms, conference rooms, etc.); parking, furniture, carpets, paint, etc., location of common use equipment; storage and/or file cabinets.

#### 34.2 Guidelines:

a. The employer agrees that workspace configuration and space allocations will conform to applicable safety and health codes and regulatory guidelines.

b. Where possible, common use equipment shall not be located in an employee's workspace.

c. Except where equipment and methods or means of performing work dictate otherwise, employees will have input in the assigning of available offices and/or workstations.

d. When overall space is reduced, the reduction will be shared fairly by all bargaining unit employees affected.

e. Where open space office arrangements are used, private offices on the windows will be kept to a minimum so that all employees have access to daylight.

**34.3 Negotiations:** Upon receipt of final proposal(s), the union will be provided the opportunity to request negotiations in accordance with the provisions of this agreement.

## ARTICLE 35

### HEALTH, SAFETY AND WELFARE

**35.1 General:** The parties mutually agree to cooperate in common effort to create and maintain safe and healthy working habits and conditions to prevent lost work time due to illness or injury. All employees are responsible for working safely and reporting unsafe and/or unhealthy conditions to their immediate supervisor. The employer shall take prompt action to ascertain the facts upon receiving a report from a bargaining unit employee. Should there be a degree of authenticity to the report, appropriate action will be taken to abate the unsafe/unhealthy condition. The employer assures that no reprisal actions will occur as a result of an employee reporting an unsafe condition or practice.

a. The union has the right to present written proposals to the employer concerning matters affecting health, safety, and welfare of bargaining unit employees.

b. When the activity determines that a dangerous or potentially dangerous condition is present at a particular work site, employees at the work site will be notified immediately so that precautionary steps may be taken. If necessary, employees will be evacuated to a safe area until the hazard(s) have been corrected. The activity will post a notice of hazardous conditions discovered in a work site as required by applicable regulations. The notice will be posted at or near the location of the hazard and shall remain posted until the cited condition has been corrected.

**35.2 Training:** The parties recognize the need for specific training and update training regarding AFOSH and OSHA regulations to assure employee safety and a minimum loss of work hours due to preventable injuries. The employer will provide information to ensure employees are informed of safe working habits, practices, and procedures with regard to specific job assignments and shall ensure that manuals and regulations relating to safety and health are available to all employees.

**35.3 Inspections:** The employer will ensure that the required safety and health inspections are conducted. If an inspection schedule is prepared, the union will be furnished a copy. A designated union representative may accompany the inspector or inspection team. The employer will make available to the union, upon request, appropriate reports concerning inspections.

**35.4 Job Hazard Protection:** The employer will provide the required protective clothing, equipment, and safety devices for employees when a job hazard requires their use. Employees that want to purchase a specific type of safety shoe, rather than that provided by the Employer, may receive the dollar amount equal to the cost of the Employer provided shoe, based on envision express pricing, to apply towards the purchase of their safety shoes. The Employer reserves the right to ensure that the purchased shoe complies with appropriate safety standards. Employee must receive approval from supervisor prior to purchasing. Determinations of non-mandated use of safety equipment and clothing will be accomplished on a case-by-case basis. The employer will clean such clothing. The employer shall provide repair of equipment and appliances. The employer agrees to provide 2 pair of coveralls for use by each bargaining unit employee, working as vehicle mechanics within the Logistics Readiness Squadron, as safety clothing, and will be replaced as determined necessary.

**35.5 Delay of Work:** When an employee feels that he/she is subject to conditions so severe that even a short-term exposure to such conditions would be an immediate threat to health and safety, he/she may temporarily avoid the hazard and promptly notify the supervisor. Likewise, if an employee believes he/she cannot safely accomplish a task, he/she can request assistance. When exposure to a serious hazard requires immediate resolution and it is not possible to obtain the proper management official's concurrence beforehand, the employee may temporarily avoid the hazard until the proper management official can be reached. The supervisor shall inspect the work area or substance in question to ensure that it is safe (or may be safely handled) before requiring the employee to carry out the work assignment. If the supervisor doubts the safety of existing conditions, an appraisal shall be obtained from the appropriate health or safety official. The employee under certain circumstances may ask for an OSHA inspection of the situation. If management determines an unsafe or unhealthy circumstance exists and the official cannot correct the hazard, the employer will take preventive action. Management shall inform the union of projected timetables for abatement, including a

schedule of interim arrangements to protect employees when required. If the employee continues to believe work is being required under conditions that are unsafe or unhealthy beyond the normal hazards inherent in the operations in question, he/she has the right to file a grievance or request assignment to another task.

**35.6 Hazardous Material and Equipment:** The employer will provide medical examinations for employees potentially exposed to physical contaminants, radiation, excessive noise or toxic agents to determine if such exposure is adversely affecting their health. These exams will be developed with the assistance of fully qualified industrial hygiene professionals.

**35.7 AIDS and Hepatitis Protection:**

a. Employees regularly performing work where they could be contaminated with bodily fluids contaminated with the AIDS or Hepatitis Virus will have protective kits readily available. Kits should include no less than the following:

1. Two pair rubber gloves;
2. Two face masks;
3. Two eye protectors;
4. Two CPR clear mouth barriers.

b. When an employee is contaminated by body fluids in the line of duty, the employee shall be encouraged to take an AIDS or hepatitis test. The employer will pay for the tests when authorized by regulations governing payment for employee testing.

c. Unless CPR is part of an employee's officially assigned duties, no employee will be required to perform CPR except at his/her own discretion.

**35.8 Accidents:** For work-related fatalities and/or serious accidents to bargaining unit employees, the following procedures will be followed:

a. No news release to the media or public will be made until next of kin has been notified.

b. The union will be notified as soon as practicable. If requested, the union may designate one member to receive copies of reports and investigations, unless government attorneys deny release, in which case, the union may seek the document(s) pursuant to Chapter 71, 5 USC, 7114 (b)(4).

c. OSHA will be notified immediately of any fatal work-related accidents.

**35.9 Retirement Counseling:** The employer agrees that any unit employee who contemplates retirement within 6 months shall be afforded retirement counseling to insure the interests of the employee are protected. Such counseling shall be provided by a retirement counselor and shall include information on alternative retirement plans for which the employee is eligible. In the event questions arise which cannot be resolved by the retirement counselor the employer agrees to make reasonable efforts to resolve the issue by contacting the Office of Personnel Management (OPM) or by forwarding employee's request to such office for resolution. In addition Employer will continue to permit unit employees contemplating retirement to attend a government sponsored retirement seminar at no cost to the employee.

**35.10 Civilian Aerobic Fitness Program:**

a. A bargaining unit employee who wishes to participate in the employer's Aerobic Fitness Program may submit a request to management. Exercise time may be authorized, twice per week, at the following times:

1. The first 1/2 hour of the work shift;

2. The 1/2 hour prior to or after the scheduled lunch period;
  3. The 1/2 hour prior to the end of the work shift.
- b. Approved time will be not be charged as leave to the individual participating in the exercise program, and must have been authorized by the employer within established procedures.

**35.11 Employee Suggestions:** The employer encourages all unit employees to participate in the suggestion program. The employer agrees to process employee suggestions in accordance with applicable instructions. The employer will assist employees in assuring suggestions are in the correct format for evaluation and are processed in a timely manner.

## **ARTICLE 36**

### **HAZARD AND ENVIRONMENTAL DIFFERENTIAL PAY**

**36.1 General:** 5 CFR Part 550 defines the categories of exposure for which the hazards, physical hardships, or working conditions are of such an unusual nature as to warrant environmental differentials or hazardous pay and govern payments. The Employer agrees to make available the above references for the Union/employees review and to meet and discuss requirements and work situations when requested. The Employer will supply the Union with copies of any changes to these references.

**36.2 Negotiability:** The parties mutually agree that the following issues are negotiable and subject to the procedures contained in this agreement: (1) determining the coverage of additional local situations (examples may include work areas, exposure levels, temperatures) under approved categories, and (2) the application of authorized categories to local work situations.

**36.3 Grievability:** Differences of opinion with regard to the payment or non-payment of environmental differential pay or hazardous duty pay will be subject to the grievance procedure contained in this agreement.

## **ARTICLE 37**

### **ON THE JOB INJURY AND ILLNESS**

**37.1 Reporting:** Employees are responsible for reporting all injuries or occupational illness, which result from performance of duties or occur on the job. Information and counseling will be provided by the supervisor and/or the designated program coordinator. Although employees are encouraged to utilize the employer's medical treatment facilities, they have the right to choose another physician or facility for treatment.

**37.2** The employer agrees to designate an Injury Compensation Program Coordinator to assist supervisors and employees with injury reports and claims under the Federal Employees Compensation Act and within applicable regulations and directives. The Employer agrees to periodically publish the individual's name, office symbol and phone number.

**37.3 Reporting:**

a. In the case of a traumatic injury, the injured employee's supervisor will, as soon as possible, provide the employee with the Report of Injury (CA-1) and authorization for Medical Treatment (CA-16) when necessary. The supervisor shall ensure documents are properly completed and submitted to the program coordinator.

b. Occupational illnesses shall be reported to the program coordinator by the employee utilizing the Report of Occupational Illness (CA-2).



c. The Employer shall process and promptly forward to the Office of Workers' Compensation Program (OWCP), when necessary all employee, physician and employer documentation required by the situation.

d. Employees who are temporarily unable to perform their regularly assigned duties because of an on-the-job injury, but who are capable of returning to or remaining in a duty status, may temporarily have their duties tailored to physical limitations or be detailed to other assignments which are compatible with their physical limitations. Determinations on job restructuring and job offers appropriate to the physical limitations are accomplished by the employer and employee's physician.

## ARTICLE 38

### NON-WORK RELATED INJURIES, ILLNESSES OR DISABILITIES

**38.1 Policy:** The parties agree that reasonable efforts should be taken to accommodate employees with physical limitations resulting from non-work related injuries or illnesses. Actions and determinations will be accomplished in accordance with applicable laws, regulations, policies, and procedures.

**38.2** Employees are encouraged to keep the supervisor informed of medical and health conditions, which may affect job performance, attendance or conduct. If the supervisor identifies a problem or concern the supervisor will discuss the problem or concern with the employee. If the employee alleges that the problem is caused by a medical or health problem, the employee will be encouraged to seek treatment and/or provide medical documentation relating to the issue to the supervisor.

**38.3** If the employer orders a medical examination, the employee will be informed in writing of:

- a. The reason(s) for determining that a medical exam is necessary;
- b. The consequences of failure to report for the examination; and
- c. The employees right to submit medical information from his/her own physician and the employer's obligation to consider such information prior to initiating actions.

**38.4** When the results of any medical examination reveals that an employee cannot perform regularly assigned duties on a temporary basis, but who is capable of returning to or remaining in a duty status, may have their duties tailored to the physical limitations or may be detailed to other duties compatible with the physical limitations.

**38.5** Employees may voluntarily request reasonable accommodations due to physical limitations or initiate an application for disability retirement when the limitation is permanent and the critical elements of the position cannot be performed satisfactorily.

**38.6** The employer agrees to designate a retirement coordinator to assist employees with processing applications for disability retirement and will periodically publish the individual's name, office symbol, and phone number. The employer shall process and promptly forward all applicable documentation related to an employee's application.

## ARTICLE 39

### DRUG AND ALCOHOL ABUSE REHABILITATION

**39.1 Policy:** The parties agree to actively support the spirit and intent of the Air Force substance abuse program as outlined in AFI 36-810. When appropriate, the employer and union will negotiate proposed changes pertaining to the program. The parties agree to support the Military Equal Opportunity Office in the area of

rehabilitative services. The parties will use their influence to convince employees of their need for professional help if alcohol or drug abuse is affecting their job performance.

**39.2 Employee Rights:** The employer has no interest in the employee's off-duty use of alcohol. However, the employer is interested in job performance. If the employer suspects an employee's job performance is suffering because of possible or suspected drug or alcohol abuse, the employer will offer the opportunity for rehabilitation. Employees are encouraged to avail themselves of the rehabilitation offered.

**39.3 Training:** The employer agrees to provide the union, upon request, with information and/or training in the principles and operations of the AF substance abuse program.

## ARTICLE 40

### DRUG TESTING

**40.1** The employer agrees to inform all new bargaining unit employees, occupying testing designated positions, of the drug testing program and its requirements.

**40.2** Drug testing is governed by the Department of Health and Human Services (HHS) Mandatory Guidelines for Federal Workplace Drug Testing Programs. The guidelines include procedures for split specimen methods for collection. Employees may request at the time of their collection, a split specimen. The primary specimen in bottle A must contain a minimum of 30 mL of urine and will be tested as the primary specimen. There must be a minimum of 45 ml of urine when using the split specimen procedure (30ml for Bottle A and the remaining 15 for Bottle B) if there is not the minimum amount of urine for Bottle B, Bottle A will still be sent for testing. If test for the specimen in bottle A is positive, within 72 hours of being informed of the positive test, the employee may request that specimen B be tested by a second certified laboratory.

**40.3** Collecting of samples will be done in a sanitary, secluded area, which provides visual and auditory privacy for the employee. The employer agrees to use all reasonable means to protect the dignity and the privacy of all employees, including those who have physical handicaps or other impairments that may prevent them from providing samples in the usual manner. If the collection site monitor believes an employee may alter or substitute a sample (the situation or condition is specified in the approved Testing Plan), the sample may be collected under direct observation. However, the collection monitor must provide the employee with a written statement specifying the basis for the suspicion, signed by the collection site monitor.

**40.4** If an employee is required to provide a sample for a "reasonable suspicion" drug test, the employee may request and receive a copy of any written reports required by the program and witness statements used to support a management action resulting from the test. The release of such information will be within applicable legal requirements.

**40.5** If the sample is directed by the employer to be collected off-site, the employer will provide transportation to and from the site or authorize reimbursement for travel expenses. Travel time to and from the collection site will be on official time.

**40.6** An employee with a positive test result will have the right to union representation at management initiated meetings concerning the test results, if the employee believes disciplinary action may result from the test and requests such representation. An employee will be given the opportunity to provide medical documentation supporting legitimate usage of the specific drug or drugs causing the positive test result.

**40.7** Employees will not be directed to submit urinalysis samples for punitive reasons.

## ARTICLE 41

### CONTRACTING OUT OF WORK

**41.1** The employer agrees to consult openly and fully with the union regarding any commercial activity review of a function within the bargaining unit. The employer agrees to comply with all provisions of Federal Acquisition Regulation, 48 CFR Sect. 7.3 seq., OMB Circular A-76, this agreement, and other applicable laws, government-wide rules and regulations, and Air Force regulations and policies, concerning contracting out. Disputes over the application of government-wide rules and regulations such as OMB Circular A-76, will not be subject to the negotiated grievance procedure.

**41.2** The employer will provide the union with training and/or materials on preparing a commercial activity review, upon request. The union shall attend such training on official time.

**41.3** The union will be given the opportunity to attend the public bid opening and review in-house estimates after bid opening on official time.

**41.4** A bargaining unit employee shall not be denied any rights he/she might have under applicable RIF procedures. The employer recognizes "the right of first refusal" required by OMB Circular A-76, Part I, Chapter 3 (c) at I-18 (1983 ed.) which provides that the contractor will grant those Federal employees who cannot be placed in other Federal positions, with the right of first refusal of employment opening created by the contractor.

**41.5** If contracting out of work adversely impacts bargaining unit employees, the employer agrees to negotiate with the union, upon request, concerning those issues.

**41.6 Appeals:** The union has the right to appeal contracting out determinations. No contract award shall be made until appeal procedures, specified in OMB Circular A-76 have been exhausted.

## ARTICLE 42

### NEW TECHNOLOGY

#### **42.1 Impact of Technological Change:**

a. As appropriate, the employer will provide the union with advance notification of new technology that substantially and directly impacts on working conditions of unit employees. Such notification should include such information as the nature of the new technology and categories of employees that would be affected. However, the employer is not required to negotiate over adopting new technology.

b. Upon request, the employer, as appropriate, will provide relevant data concerning new technology to the Union to the extent required by 5 U.S.C. 7114 (b) (4).

c. The employer shall provide appropriate training to employees affected by the introduction of new technology. Any such training required by the employer shall be provided at no cost to the employee.

d. Whenever technological changes cause the abolishment of some positions and the establishment of others, the employer, consistent with applicable regulations, will strive to utilize the skills and abilities of those employees adversely affected by the new technology. To this end, consistent with applicable regulations, the employer will attempt to place adversely affected employees in existing vacancies for which they are qualified if the vacancies are to be filled.

## **ARTICLE 43**

### **FACILITIES AND SERVICES**

**43.1** In order to facilitate and expedite the Labor-Management Relations Program, the employer agrees to provide the union centrally located space at Fairchild AFB adequate for a union office to conduct counseling sessions, training, and other appropriate activities. The minimum size of the space will 225 square feet and all available utility services will be provided without charge, including local, long distance and DSN telephone service. Additionally, the employer will provide, at no cost to the union, a dedicated FAX line. The union recognizes telephone and FAX usage are for official use only and are subject to OPSEC and COMSEC monitoring by the employer. Furniture will be provided as available including a desk, table, file cabinet and chairs.

**43.2** The union will be furnished, at no charge, two designated parking spaces as near as possible to the union office.

**43.3** The employer's internal mail and e-mail service shall be available for use by the union.

**43.4** The employer agrees to provide the union space on official bulletin boards on a space-available basis. Problems related to bulletin boards will be addressed to the Labor Relations Officer and the Second Vice President of the union.

**43.5** The employer agrees to consider requests for maintenance repair when submitted through established channels by the facility manager.

**43.6** The employer will provide to the union, without cost, 100 copies of this Agreement. The employer agrees to print the copies on full size (8 1/2" x 11") paper. The expiration date will be printed on the cover and the design will be agreed upon by the parties prior to printing. Copies of the agreement may be secured from the union or the servicing Civilian Personnel Office by bargaining unit employees.

**43.7** The employer will provide to the union base reprographics services. Specifically, up to 10,000 printing units per year. A printing unit is defined as an 8 1/2" x 11" sheet of paper printed on one side with black ink. Printing services will comply with applicable rules and regulations.

**43.8** The employer agrees to make available, for the union's use, space in an appropriate base facility (Community Center, Club Fairchild, any cost for use would be borne by the Union) for conducting one membership drive annually. The use of the facility will not be for more than one basic workweek. The union agrees to provide a written requested schedule and location to the Labor Relations Officer a minimum of 20 calendar days in advance. Union officials, representatives, and bargaining unit employees will be in a non-duty status if attending or participating in the activity. The union agrees to plan ahead sufficiently to avoid scheduling conflicts.

## **ARTICLE 44**

### **PAYROLL WITHHOLDING OF DUES**

**44.1** Any bargaining unit employee who is a member in good standing of the union may authorize an allotment of pay for the payment of dues for such membership provided:

- a. The employee has voluntarily completed a request for such allotment of pay;
- b. The employee's regular pay is sufficient to cover the full amount of the allotment;
- c. The employee has no existing allotment for the payment of dues to the Union.

**44.2** The union agrees to acquire and provide to its members the prescribed allotment form, to certify as to the amount of its dues, and to inform and educate its members on the procedures for dues and the uses and availability of the required form. An allotment may be submitted at any time by an eligible member of the unit through the union to the Civilian Pay Office. The allotment will be effective at the beginning of the first complete pay period after receipt of a properly completed and signed form in the Civilian Pay Office.

**44.3 Termination:** An allotment shall be terminated (1) when the employee leaves the bargaining unit as the result of any type of personnel action, (2) upon loss of exclusive recognition by the Union, and/or (3) upon receipt of notice from the union that the employee is no longer a member in good standing. The effective date of a termination of dues withholding allotment, which is not at the request of the employee, shall be the beginning of the first complete pay period following the date of the action, which requires the termination. The union agrees to promptly notify the Civilian Pay Office when a member who has authorized dues withholding is suspended or expelled from the union within 5 working days. The employer agrees to maintain a supply of the prescribed forms for use in canceling an allotment. Such form is to be available to employees upon request.

**44.4 Voluntary Cancellation:** A member may voluntarily cancel an allotment for the payment of dues by filling out the prescribed form and submitting it to the Civilian Pay Office. After receipt of such notice cancellation will become effective in accordance with instructions on the form. The Civilian Pay Office will provide the union a copy of the cancellation.

**44.5** The Civilian Pay Office, acting for the employer, shall furnish to the union, at the end of each payroll cycle, the remittance for dues. The remittance will be accompanied by a statement giving the following information:

- a. Identification of office or installation;
- b. Identification of local;
- c. Names of members for whom deductions were made and amount of each deduction;
- d. Total amount withheld on the payroll;
- e. Net amount remitted.

**44.6** The union agrees that the amount to be withheld shall be the amount of the regular dues, exclusive of initiation fees, assessments, back dues, fines, and similar charges and fees. If the union changes the amount of regular dues, the Civilian Pay Office will be furnished written notification signed by the Union President. Effective date of such change shall be the beginning of the first complete pay period after receipt of the change notice, unless the union specifies a later date.

## ARTICLE 45

### INFORMATIONAL REPORTS

**45.1 Periodic Reports:** The employer will provide the Union on request:

- a. A listing of bargaining unit employees entitled to priority consideration identified by name, current grade, series, prior grade and series;
- b. A listing of bargaining unit employees appointed (type and term) transferred, promoted, and reassigned;
- c. A listing of contracted out functions;
- d. A listing of the bargaining unit employees with name, pay system, grade and step, series, title, and bargaining unit status of employees by organizational code and office symbol.

## ARTICLE 46

### FIREFIGHTERS

#### 46.1 Hours of Work

a. The employer, in accordance with applicable regulations, will promulgate the tour of duty for unit employees. The present work schedule (tour of duty) for shift personnel is 3 48-hour tours of duty in a pay period.

b. The parties agree it is in the best interest of the organization to maintain rested firefighters that are ready to respond to potential emergencies at any time. To that end, it is generally agreed that station related duties, training, meetings, and special projects will be conducted between the core hours of 0700 and 1630, with a lunch period from 1100 to 1300 hours. An additional work period for end-of-shift cleanup will be conducted daily from 0630 to 0700 hours. When station duties, training, meetings and special projects must be scheduled outside these hours, management will notify the affected employees as soon as possible and the agreed upon work hours will be adjusted accordingly.

(1) Before or after the core hours, employees may use base facilities and participate in base activities to the extent allowable by law and AFI, provided they are able to meet emergency response requirements.

#### 46.2 Recall Procedures

a. Unless a recall overtime assignment requires special skill, familiarity with the work, or quick response, recall overtime will be rotated among employees pursuant to subsection b.

b. When it is first determined that recall assignments are necessary, the official responsible for recall will use the recall roster and make the assignment starting with the first name on the roster that he or she is able to contact. As successive recall assignments are necessary, the official responsible for recall will commence calling making assignments with the name immediately below that person who last worked a recall assignment and make the assignment to the first employee(s) able to be contacted.

#### 46.3 Exchanging Tours of Duty

a. **Trading of Time.** The parties understand and mutually agree that the common practice of "Trading of Time" between bargaining unit employees to substitute for one another on regularly scheduled tours of duty (or

some part thereof) in order to permit an employee to be absent from work to attend to personal pursuits will be permitted. The following criteria are to be met for trading time:

(1) The trading of time is voluntarily arranged by the employees participating in the program and subject to prior approval by the employer.

(2) Employees who wish to trade time will submit written requests to the affected supervisors at least one shift prior to the exchange unless mutually agreed upon by both the bargaining unit employee and the employer. The request will specify the exact dates and time to trade. The supervisor will approve/disapprove the request and maintain a record of all time traded. Disapprovals, with justification, will be provided in writing upon request of the employee

(3) It is understood that since the exchange of time is voluntary between the employees who trade, if, as a result of an exchange or a proposed change between two employees, the employees disagree with each other regarding the terms of the exchange, the employees will present to disagreement in writing to the senior fire official on duty. That official's determination will be final and not subject to the grievance procedure.

(4) All trade time must be within the same pay period.

(5) Employees may not work more than one consecutive seventy-two (72) hour shift per pay period. This includes scheduled time, overtime, trade time, compensatory time, or any combination thereof. The Fire Chief may consider trading time for hours between 72 and 96.

(6) Employees trading time must be of equal qualifications unless otherwise approved and noted by the affected Assistant Chiefs of Operations.

b. **Early Relief.** The employer agrees to support the common practice of early relief wherein a bargaining unit employee may relieve another employee on the previous shift or tour of duty prior to the scheduled starting time. This practice will not have the affect of increasing or decreasing the number of compensated hours of work over a pay period where it is voluntary on the part of the bargaining unit employees. The following guide is applicable to the practice.

(1) Early relief is limited to one hour or less and need not be recorded. Early relief requires supervisory approval. Disapprovals will be provided in writing on request. As with trading time, if employees are trading early relief it must be done during the same pay period. Participating employees must be of equal qualifications.

**c. Changing/Exchanging Tours of Duty.**

(1) **Employer Changes to Established Work Schedules.** The employer retains the right to change shifts and/or transfer bargaining unit employees between squads for mission requirements. When it is necessary to make changes/transfers the employer shall make every effort to satisfy these requirements through qualified volunteers. When no volunteers are available, the employer will make the determination, based on skills and experiences needed the employees to change. The determination may include consideration of seniority based on the service computation date (SCD) for leave as reflected on Leave and Earnings Statement.

(2) **Employee Requests for Transfer.** The employer agrees to accept written requests from bargaining unit employees for lateral transfers between shifts within the Fire Department. In such cases the following procedures shall apply:

(a) A bargaining unit employee desiring to transfer may submit a written request addressed to the Fire Chief via the appropriate chain of command.

(b) Two bargaining unit employees of equal grade who are serving in the same position description may request an exchange of duty shifts. Such requests shall be signed by both employees and submitted promptly via the appropriate chain of command to the Fire Chief for approval action.

(c) The employer agrees to give good faith consideration to requests for transfer submitted under this article.

(d) Normally, all bargaining unit employees will be given one full pay period notice before being transferred.

#### **46.4 Station Uniforms**

a. Pursuant to 5 CFR Section 591.102, "Uniform means a specified article or articles of clothing that may include, but is not limited to, such items as shoes, boots or outer wear an employee is required by an agency to wear to provide a distinctive and easily identifiable appearance in performing his/her job. This article outlines specific uniform components that will be used by employees while in a duty status and conveys standards for personal appearance so that firefighters are quickly and easily identified as public safety professionals.

b. **Requirements.** The requirements and conditions for the station uniform for bargaining unit employees will be in accordance with the provisions of DoD, Air Force Instructions and this agreement.

c. **Initial Distribution for Uniforms.** Bargaining unit firefighters newly assigned to Fairchild will be provided their initial uniform distribution at the time of their appointment. The cost of the initial uniform will not exceed the standard uniform allowance prescribed by law or AFI.

#### **d. Uniform Maintenance and Replacement.**

(1) Bargaining unit firefighters that have completed 12 months on station as of the first quarter of the fiscal year (Oct – Dec) will be provided a standard uniform allowance annually as prescribed by law, DoD, or AFI. This allowance will normally be paid during the first quarter of the fiscal year, if the DoD appropriations or a continuing resolution has not passed, the allowance will be paid upon passage of the appropriations. Employees provided an annual allowance who leave may keep one-fourth of the payment for each quarter or portion of a quarter the employee held the job and must return the balance of the annual payment.

(2) Bargaining unit firefighters that have not completed 12 months on station as of the first quarter of the fiscal year will be provided a prorated standard uniform allowance as follows to be paid normally within 30 days upon meeting all requirements:

(a) If hired between 1 Jan and 15 May and have received initial uniform distribution and completed 12 months on station, will be provided 66% of the standard uniform allowance as prescribed by law or AFI. An example is: Employee hired on 9 Mar 07 and received initial uniform distribution, on 10 Mar 08 completes 12 months of service, will receive the prorated allowance using the current authorized allowance -  $66\% * \$400 = \$264$ .

(b) If hired between 16 May and 30 Sep and have received initial uniform distribution and completed 12 months on station, will be provide 33% of the standard uniform allowance as prescribed by law or AFI. An example is: Employee hired on 15 Jun 07 and received initial uniform distribution, on 16 Jun 08 completes 12 months of service, will receive the prorated allowance using the current authorized allowance -  $33\% * \$400 = \$132$ .

(3) Employees will be required to maintain or replace uniforms at an acceptable level in accordance with this agreement and as determined by the Fire Chief.

e. All bargaining unit firefighters will avoid wearing any clothing that is unsafe due to poor thermal stability or poor flame resistant characteristics of the fabric. Material for the station uniform as described in this agreement shall comply with the provisions of DoD Instruction 6055.t (latest revision). To this end, the material for the station dress, work, or optional uniform, shall consist of 100% natural fibers or blends that are principally fire resistant fibers.



f. **Station and Abbreviated Uniform:** Policies and procedures for identifying and wearing the station uniform and the optional and/or abbreviated station work uniform or accessories shall be determined by the Fire Chief. Recommendations and input from employees or the Union may be submitted to the Fire Chief.

g. **Standards of Appearance.** Understanding that firefighters are expected to comply with appearance standards more stringent than non-uniformed employees, the following grooming standards are prescribed:

(1) When wearing the uniform, unit employees will, at all times, present a neat appearance – shoes or boots must be uniformed black, clothes cleaned, pressed and in an acceptable state of repair unless during and/or just returning or after an emergency. The employer agrees that unit employees shall not be required to wear the station uniform to and from work.

(2) Firefighters shall be clean-shaven, however a mustache is permissible, if neatly trimmed, not extending more than one inch from the corner of the mouth, and not interfering with the seal of the self-contained breathing apparatus. Sideburns will be neatly trimmed, even in width, and will not extend below the lowest part of the ear. Hairstyles will be worn in moderation so long as they do not interfere with the wearing of safety equipment.

h. **Safety Footwear.** Safety shoes or boots for bargaining unit employees will be supplied by the employer and will comply/meet ANSI, OSHA and NFPA standards. Employees that want to purchase a specific type of safety shoe, rather than that provided by the Employer, may receive the dollar amount equal to the cost of the Employer provided shoe, based on envision express pricing, to apply towards the purchase of their safety shoes. The Employer reserves the right to ensure that the purchased shoe complies with appropriate safety standards. Employee must receive approval from supervisor prior to purchasing.

#### **46.5 Fire Department Training**

a. The parties agree on the necessity of training and development of unit employees in achieving the mission of the employer and the career goals of the employees. The purpose of this article is to enhance the training process, improve performance, and strengthen the professionalism of all Fairchild Fire Department personnel. To this end, the employer agrees to follow the guidelines and requirements of applicable DoD, NFPA and Air Force standards as minimum training requirements for unit employees. Furthermore, the parties agree that unit employees are required to participate in the DoD Certification Program, in and of itself, shall not be used to determine an individual's continued employment and/or standing in the Fire Department. To this end, the employer and FFEU:

(1) Agree the professional competence of bargaining unit employees is important in accomplishing both the employer's mission and the employees' career goals. To this end, it is important that the employer provides relevant training programs and opportunities and employees are dedicated to self-improvement through active participation in these programs. Participation in training or education for advancement is not mandatory but may require employees participate while off-duty and shall not incur an overtime or compensatory time expense. Consequently, the parties agree to fully support the DoD Firefighter Certification Program outlined in DoDI 6055.6M and other relevant developmental opportunities.

(2) Provide policies/procedures designed to keep employees current and to give the employees the opportunity to be eligible for future promotions. Management agrees to provide training, including tuition, for all bargaining unit employees to complete certification training one level above that required for the employee's duty position when funds and time are available.

b. The parties agree a test of job knowledge provides a measure of job capability. Purpose of the test shall be made know and available study reference lists shall be made available.

c. A monthly training schedule will be posted and all deviations will be approved by the Assistant Chief of Training or his designee.

d. If training, make-up training, and/or drills are to be conducted on Saturday or Sunday, the employer agrees to annotate the activity on the duty roster at least one shift prior to the weekend of the training. The duty roster must be posted on the board in the station captain's office. "No Notice" evaluations will be exempt from this paragraph.

e. The employer agrees to provide and maintain a library at each station consisting of fire suppression and prevention films, IFSTA manuals, NFPA Standards and Codes, applicable OSHA regulations, books, periodicals, Technical Orders, trade journals, etc., for employees' self-development and technological advancement which may be checked out by unit members for their use. When these items are available in an online format this obligation shall be deemed as met.

f. The employer agrees to maintain and/or provide access to adequate facilities necessary to support the practical portion of the approved training programs.

g. Training requirements:

(1) Once the employer has identified a training requirement (other than routine recurring training) and more than one employee is considered by the employer to be equally in need of the training, the training assignment will be offered to volunteers from that group by seniority in descending order. If there are no volunteers from that group, the assignment will be given to the least senior.

(2) Exceptions made for hardship reasons shall not affect future opportunities for training.

(3) When training is given primarily to prepare employees for advancement and the training is required for promotion, competitive procedures shall be followed in selecting the person and/or persons to receive such training.

h. The employer shall provide counseling, training and guidance to all employees in an effort to assist them to remain current in their assigned positions, and, insofar as possible, for the purpose of assisting their career development.

i. When a unit employee is assigned to any position in which the employee has had no previous or recent experience, he/she will be given a reasonable training period in which to become proficient, as deemed necessary by the employer.

j. The employer will establish a training committee overseen by the Assistant Chief of Training. FFEU will nominate two Driver/Operators and two Lead Firefighters from each shift. The employer agrees to consider the union's nominees in selecting committee members. The employer will select one Driver/Operator and one Lead Firefighter to participate as members of the committee.

k. The employer agrees to allow personnel to attend higher education classes being held at Fairchild AFB. In addition, the employer agrees to provide a means of getting to and from the classes. Employees understand response time must be met at all times.

#### **46.6 Health and Safety**

a. Protective clothing furnished to unit employees will be in accordance with the requirements of the NFPA standards (latest revision). The employer will provide, in the fire station, appropriate washers for cleaning protective clothing in addition to the washers and dryers for uniforms and linens. The employer is only required to provide one gear-only washer and dryer per Fire Department. If the protective equipment is contaminated by chemicals and/or other products or worn out due to use, the employer will provide serviceable replacement gear and/or proper cleaning by a professional cleaning service in accordance with applicable regulations. The employer further agrees that new employees will be issued serviceable protective clothing.

b. The employer agrees to maintain, on the installation, a ready supply of protective equipment for emergency purposes in accordance with applicable regulations. Applicable standards, laws, regulations, and the

PPE Committee's recommendations (as approved by the Fire Chief) shall determine the personal protective equipment and quantities provided by the employer. These items include, but are not limited to firefighter protective clothing, SCBA personal masks, pass devices, ANSI approved safety glasses, SCBA eye-glass inserts, helmets, hearing protection, coveralls, wild land gear, and Nomex hoods. Additional equipment will be provided as needed. The employer agrees to replace items as required by normal wear and tear.

c. The employer shall provide for the inspection and testing and proper maintenance of equipment used by unit employees in accordance with equipment manuals, NFPA, OSHA, DoD, and Air Force regulations, whichever is more stringent. The results of these tests shall be made available to FFEU upon request. The employer agrees to take prompt and appropriate action when an unsafe condition involving apparatus and/or equipment is reported to or observed by the employer. The employer agrees to ensure that qualified personnel shall accomplish all repairs. New and replaced equipment will meet applicable standards. The employer agrees that all emergency motorized firefighting equipment and apparatus will receive top priority for maintenance. The employer further agrees that any equipment found to be deficient will be immediately taken out of service and repaired to working order.

d. Safety Committee. FFEU will nominate two Driver/Operators and two Lead Firefighters from each shift for membership on the Safety Committee. The employer agrees to consider the union's nominees in selecting committee members. The employer will select one Driver/Operator and one Lead Firefighter to participate as members of the committee. These employees will function as full members of the committee, participating fully in the agenda for all safety matters. Safety Committee members will be provided necessary training to discharge their roles on the committee.

e. FFEU will be provided an opportunity to review any written management proposals to change or waive safety standards that will impact unit employees working conditions prior to submission outside the Air Force.

f. Fire Department Safety Inspections

(1) The term "safety inspection" means a comprehensive survey of all or part of a workplace to detect safety and health hazards. Inspections are normally performed during regular work hours except as special circumstances may require. Inspections do not include routine day-to-day visits by agency occupational safety and health personnel or routine workplace surveillance of occupational health conditions.

(2) A FFEU representative will be allowed to accompany the inspector during the annual physical inspection of employee work areas, as well as the official who conducts an inspection in response to a report by an employee or the union of any unsafe or unhealthful condition. A FFEU representative will also be allowed to accompany an OSHA inspector during his or her inspection of employee work areas provided the inspector does not object. Union representatives accompanying such inspectors will be on official time if otherwise in a duty status.

g. The employer shall provide appropriate training on safety and industrial health matters relating to the work environment. All employees will comply with the applicable safety rules and regulations. Employees will be informed of any and all known hazardous chemicals, materials and substances to which they may be exposed during the course of their duties. A copy of applicable Material Safety Data Sheets will be available at all times.

h. Hazardous Materials Exposure Record. The employer agrees that employees subjected to infectious diseases, hazardous substances, toxic fumes, epoxy paint, radiation, etc., shall be given an appropriate physical evaluation as soon as possible after the exposure. The employer will maintain an up-to-date Hazardous Materials Exposure Record for all bargaining unit employees. The employer agrees to provide affected employees a copy of the records upon request.

i. Infectious Diseases Prevention. With the on-going concern toward the spread of infectious diseases, the employer agrees to provide all necessary protection and training, in accordance with applicable laws, rules, and regulations pertaining to emergency health care providers, to prevent employees from being exposed to these diseases. This protection will include, but not be limited to: disposable gloves, micro-shields, rubber aprons,

NFPA 1999 approved bunker clothing, etc. The employer also agrees to provide in accordance with applicable laws, rules and regulations, the proper decontamination equipment and cleaning products (i.e. bleach, anti-bacterial soap, germicides, and alcohol) in the fire station and on the vehicles.

j. Rehabilitation During Emergency Operations/Training. The employer shall maintain an awareness of the condition of bargaining unit employees operating within their span of control during emergencies/training and ensure that adequate steps are taken to provide for their safety and health. The command structure shall be utilized to request relief and reassignment of fatigued crews. The incident commander shall consider the circumstances of each incident and make suitable provisions for rest and rehabilitation of bargaining unit employees operating at the scene. These considerations will include medical evaluation and treatment, food and fluid replenishment, and relief from extreme climatic conditions, according to the circumstances of the incident.

k. Medical evaluations shall be conducted in accordance with the current NFPA standard.

l. Physical Fitness Program. The parties recognize the need to establish and maintain a Physical Fitness Program, in accordance with current NFPA standards, to enable bargaining unit employees to develop/maintain an appropriate level of fitness to safely perform their assigned functions and to reduce the probability and severity of occupational illnesses and injuries. The employer agrees to provide and maintain adequate space and equipment, in each Fire Station, to support the physical fitness program. Workout clothing will be provided in accordance with AFI 36-801. Specific policies and procedures governing the physical fitness program will be negotiated in a separate SOP.

#### **46.7 General Provisions**

##### **a. Welfare and Morale**

(1) The employer recognizes the necessity of providing and maintaining reasonably comfortable living spaces for unit employees on duty, such as heating, air-conditioning, adequate furniture, drapes and blinds, etc. To this end, the employer agrees to continue to provide, maintain, and promptly repair or replace the following as needed: living/working facilities; adequate bedding; refrigeration for storage of employees' food; cooking and eating utensils, including but not limited to pots, can openers, coffee maker, toasters, microwave oven, broilers, glasses, plates, bowls, forks, spoons and knives; sanitizer, washing machines and dryers; TVs, VCR, DVD and cable (for training and recreational purposes); and lounge furniture.

(2) When living facilities in the fire station are being utilized for special events or presentations, adequate time and facilities shall be provided for bargaining unit members to utilize cooking and living facilities around the event.

(3) The employer agrees to notify FFEU of any and all proposed changes and/or improvements to living spaces prior to any changes being made to the living/working conditions of unit employees. The parties shall negotiate any and all proposed changes pursuant to Article 9 of this agreement. The employer further agrees that FFEU will be notified before approval is granted for any self-help project by unit employees to improve the fire stations(s) facilities, which would cause disruption in the use of existing facilities.

(4) The employer agrees to provide miscellaneous recreational items such as, but not limited to, ping pong table, basketballs, horseshoes, and their related accessories with replacement subject to reasonable wear and tear.

## ARTICLE 47

### NEW ARTICLES AND AMENDMENTS

**47.1 General:** After the effective date of this agreement, the employer and union may negotiate new articles or amendments to existing articles resulting from enactment of new laws or government-wide regulations issued by appropriate authority on matters falling within the purview of Chapter 71, Title 5 USC. Management agrees to consider union initiated proposals not included in this agreement. The provisions of these new articles or amendments shall be effective on the date of approval by higher headquarters. New articles or amendments shall become a part of the existing agreement.

**47.2** It is understood that this agreement is the result of a voluntary act of the parties and may be terminated by the mutual consent of the parties. Such mutual termination would not disallow proper recognition of the union by the employer if otherwise entitled. Further, this agreement will terminate at any time it is determined that the union is no longer entitled to exclusive recognition in accordance with Chapter 71, Title 5 USC, or after such recognition has been relinquished by the union.

**ARTICLE 48**

**EFFECTIVE DATE AND DURATION**

**48.1** Following the signing by the parties hereto, this agreement becomes effective upon approval by higher headquarters and shall have duration of three years from date of approval.

**48.2** It is agreed that the duration of this agreement may be renewed or extended for an additional period by mutual agreement of the parties. Either party may submit a written request to renegotiate this agreement between 60 and 105 calendar days prior to the expiration date of this Agreement. The request will be provided to the Installation Commander, or designee, or the Union President or designee, as appropriate. Such written request will be promptly acknowledged in writing by the other party. Non-receipt of a renegotiation request authorizes the employer to implement changes without further negotiations.

Signed this 24<sup>th</sup> day of July 2007 at Fairchild Air Force Base, Washington.

FOR THE EMPLOYER

FOR THE UNION

THOMAS J. SHARPY  
Colonel, USAF  
Commander

DAVID STARR  
President  
Fairchild Federal Employee's Union

MANAGEMENT NEGOTIATORS:  
SHARON SEIBER, Team Chief  
RONALD DANIELS  
WILLIAM NOWLIN  
ROGER TIMM  
STACEY YOUNG

UNION NEGOTIATORS:  
DAVID STARR, Team Chief  
KRISTOFER MAYNARD

APPROVED BY THE DEPARTMENT OF DEFENSE ON 10 Aug 2007 TO BE EFFECTIVE 10 Aug 2007.

EFFECTIVE DATE OF AGREEMENT: 10 Aug 2007  
EXPIRATION DATE OF AGREEMENT 09 Aug 2010

## GLOSSARY

**ADVERSE ACTION:** A personnel action, which affects an employee through removal, suspension, reduction in grade or pay or furlough for 30 days or less. These actions don't include those resulting from reduction in force. Adverse actions may or may not be for disciplinary reasons.

**AFFIRMATIVE ACTION:** Any positive action to overcome the effects of past and present discriminatory practices, policies or other barriers to equal employment opportunity.

**AGENCY:** Means an executive agency (including a nonappropriated fund instrumentality described in Section 2105(c) of Chapter 21, Title 5 USC and Veterans' Canteen Service, Veterans' Administration), the Library of Congress, and the Government Printing Office, but does not include (A) the General Accounting Office; (B) the Federal Bureau of Investigation; (C) the Central Intelligence Agency; (D) the National Security Agency; (E) the Tennessee Valley authority; (F) the Federal Labor Relations Authority; or (G) the Federal Service Impasses Panel.

**AGREEMENT:** See Negotiated Agreement.

**ALTERNATE DISPUTE RESOLUTION (ADR):** Is a procedure or method used to resolve issues. This may include mediation, facilitation or combination thereof. ADR processes are not intended to replace the negotiated grievance procedures but may be used at any step in the grievance process.

**APPRAISAL PERIOD:** The period of time for which an employee's performance will be reviewed. A minimum appraisal period is 90 days.

**ARBITRATION:** A method of settling disputes through recourse to an impartial third party, whose decision is final and binding, unless appealed.

**ASSIGNMENT OF WORK:** A reserved management right. Whenever language in this Agreement refers to specific duties or responsibilities of specific employees or management officials, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Employer retains the sole discretion to assign work and to determine who will perform the function discussed.

**BARGAINING RIGHTS:** Legally recognized rights of labor and management to enter into good faith negotiation.

**BARGAINING UNIT:** All appropriated fund employees of the Department of the Air Force, Fairchild AFB, Washington, excluding professional employees, management officials, supervisors and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

**COLLECTIVE BARGAINING:** The performance of the mutual obligations of the employer and the exclusive representative to meet at reasonable times, to consult and bargain in good faith, and to execute, if requested by either party, a written agreement with respect to terms and conditions of employment. This obligation does not compel either party to agree to proposals or make concessions.

**COMMANDER CALLS:** Unit meetings normally used to conduct training and recognition ceremonies. Commander calls will normally be conducted during work hours and may be mandatory as an assignment of work or alternate duty location when in a duty status, as determined by the employer.

**COMPELLING NEED:** In the federal government, a basis upon which rules or regulations issued by an agency or a primary national subdivision of any agency may serve as a bar to negotiations with a labor organization. A labor organization may challenge the agencies' interpretation of compelling need before the Federal Labor Relations Authority.

**CONDITIONS OF EMPLOYMENT:** Personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions, except that such term does not include policies, practices, and matters (A) relating to political activities prohibited under Subchapter III of Chapter 73, Title 5 USC; (B) relating to the classification of any position; or (C) to the extent such matters are specifically provided for by Federal statute.

**DE MINIMUS:** Small, trifling or insignificant matters; not creating a reasonable, foreseeable affect and resulting in substantially similar conditions of employment.

**DOWNGRADING (DEMOTION, REDUCTION IN GRADE):** Moving an employee down in grade.

**EMPLOYEE COMPLAINT:** An expression of dissatisfaction which may result in an informal discussion between an employee and a union representative, and/or a management official, if appropriate, in advance of a determination as to a final course of action.

**EMPLOYER:** United States Air Force located at Fairchild AFB, WA

**EXCLUSIVE RECOGNITION/REPRESENTATION:** Any labor organization which (A) is certified as the exclusive representative of employees in an appropriate unit pursuant to Section 7111 of Chapter 71, Title 5 USC or (B) was recognized by an agency immediately before the effective date of this chapter as the exclusive representative of employees in an appropriate unit (i) on the basis of an election, or (ii) on any basis other than an election, and continues to be so recognized in accordance with the provisions of this chapter.

**FEDERAL LABOR RELATIONS AUTHORITY (FLRA):** An administrative body, empowered by Title VII of the Civil Service Reform Act of 1978, to provide leadership in federal service labor management relations matters, by establishing policies and guidance.



**FEDERAL MEDIATION AND CONCILIATION SERVICE (FMCS):** An independent federal agency, which provides mediators to assist parties involved in negotiations and labor disputes.

**FEDERAL SERVICES IMPASSE PANEL (FSIP):** This panel considers negotiation impasses and takes actions it considers necessary to settle them. These may include additional mediation or fact-finding. Often referred to as the Panel. The Panel has a chairman and six members who are appointed by the President.

**FORMAL DISCUSSION:** Any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning a formal grievance, or any personnel policy or practice or other general condition of employment.

**GOOD FAITH BARGAINING:** The duty of an agency and an exclusive representative to negotiate in good faith under Section 7114 of Title 5 USC, Chapter 71, Subsection (a) shall include the obligation (1) to approach the negotiations with a sincere resolve to reach a collective bargaining agreement; (2) to be represented at the negotiations by duly authorized representatives prepared to discuss and negotiate on any condition of employment; (3) to meet at reasonable times and convenient places as frequently as may be necessary, and to avoid unnecessary delays; (4) in the case of an agency, to furnish to the exclusive representative involved, or its authorized representative, upon request and, to the extent not prohibited by law, data (A) which is normally maintained by the agency in the regular course of business; (B) which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and (C) which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining; and (5) if agreement is reached, to execute on the request of any party to the negotiation a written document embodying the agreed terms, and to take such steps as are necessary to implement such agreement.

**GRIEVANCE:** A complaint, consisting of all steps of the grievance procedure, by a bargaining unit employee(s) concerning any matter relating to the employment of the employee(s), by the union concerning any matter relating to the employment of a bargaining unit employee(s), or by a bargaining unit employee(s), the union or the employer concerning the effect or interpretation, or a claim of breach of the agreement, or any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment. A grievance may be filed by the union, a bargaining unit employee or designated representative, group of bargaining unit employees or designated representative, and/or the employer.

**INVESTIGATORY EXAMINATION:** Any examination of an employee in the unit by a representative of the agency or employer in connection with an investigation.

**IMPACT AND IMPLEMENTATION BARGAINING:** Bargaining on procedures that management follows in implementing a protected management right and appropriate

arrangements for employees expected to be adversely affected by the exercise of the management right.

**KALKINES WARNING:** The right of an employee to be informed that the employee may be disciplined or discharged for not answering questions in an administrative (non-criminal) investigation, and that the replies (and their fruits) cannot be used against the employee in a criminal action.

**MIRANDA:** Rights of individual in a criminal investigation.

**NEGOTIATED AGREEMENT:** A written agreement between the employer and the exclusively recognized labor organization defining certain rules and responsibilities of the parties, stating policies, procedures and methods that govern working relationships between the parties, and identifies such matters of proper mutual concern to the parties.

**NEGOTIABILITY:** Refers to whether a given topic is subject to bargaining between the employer and the union. The FLRA makes final decisions regarding negotiability disputes.

**NEGOTIATED GRIEVANCE PROCEDURE:** The systematic procedure agreed to by the parties for the resolution of grievances.

**NON-DUTY TIME:** An employee's time during which performance of duty is not required; for example, before and after work and lunchtime.

**OFFICIAL TIME:** Duty time that is granted to an employee to perform designated functions without loss of pay or charge to that employee's leave account.

**OFFICIAL PERSONNEL FOLDER:** The official records and reports of personnel actions effected during an employee's federal service and the documents and papers required in connection with such actions.

**PAST PRACTICE:** Privileges of employees, which by custom, tradition and known practice have become an integral part of their working conditions. A past practice or procedure normally meets the following tests: (1) is known to management; (2) responsible management knowingly allows to continue and practice, and; (3) such practice continues for a significant length of time.

**PERFORMANCE STANDARDS:** A statement of the expectations or requirements established by management for the performance element at a fully successful rating level. A performance standard may include, but is not limited to, factors such as quality, quantity, timeliness, and manner of performance.

**REPRESENTATIONAL ACTIVITIES:** Activities performed by a union (or the union's representative) on behalf of the employees the union represents. Such activities include meeting and negotiating with management, investigating problems, handling grievances, and policing the terms of the collective bargaining agreement.

**SUPERVISOR:** In federal service, generally an individual having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment.

**SUPERVISOR'S EMPLOYEE WORK FOLDER:** Is a set of records used in managing the performance of employees at the unit level. It consists of records (e.g. Supervisor's Employee Brief (AF Form 971) and related documents) at or near the work site depending on conditions of the supervisor and employee relationship to the work site. Such as: availability of secure storage containers; facilities for counseling in private; distances between work site, crew office, and supervisor's and manager's office; climate; availability of transportation; etc.

**UNFAIR LABOR PRACTICE:** Action by either an employer or union which violates the provisions of Title VII of the Civil Service Reform Act, such as refusal to bargain in good faith.

**WAGE SYSTEM EMPLOYEES:** Federal government employees, in trades and labor occupations, whose rates of pay are determined on the basis of prevailing rates for comparable work in the area.

**WEINGARTEN RIGHT:** Each employee has the right to be represented by the union at any examination by a representative of management in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation.