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**ARTICLE 1**  
**PREAMBLE**

1.1 Parties: This Agreement is entered into between the Commander, 27<sup>th</sup> Special Operations Wing, Cannon Air Force Base, New Mexico hereinafter referred to as the Employer, and the American Federation of Government Employees (AFL-CIO), Local 2308, hereinafter referred to as the Union. Collectively, the Employer and the Union shall be known as the Parties.

1.2 Bargaining Unit: The Bargaining Unit, hereinafter referred to as the Unit, covered by this Agreement and represented by the Union, is composed of all Air Force Appropriated Fund civilian employees serviced by the Civilian Personnel Flight (27SOFSS/FSMC). Excluded are all management officials, supervisors, professional employees, confidential employees, employees engaged in non-clerical civilian personnel work, and employees as described in the 5 U.S.C. 7112 (b)(2), (3), (4), (5), (6), and (7).

1.3 Controlling Authorities: In the administration of all matters covered by this Agreement, the Parties shall be governed by existing or future laws and government-wide directives, including Department of Defense directives, that do not conflict with the terms of this Agreement.

a. Changes due to law and government-wide directives: If a future law requires a change in this Agreement between the Parties, the change will not be implemented until the Employer fulfills its obligation to inform the Union and offers the Union an opportunity to negotiate in accordance with the Federal Service Labor Management Relations Statute.

b. This Agreement, for the period of its duration, will have the full force and effect of regulation. Directives issued by the Air Force and Air Force Special Operations Command governing negotiable conditions of employment in effect on the date the Agreement becomes effective, remain in effect unless modified by the terms and conditions of this Agreement. In case of conflict between Air Force/Air Force Special Operations Command, the Agreement shall govern.

c. The following Articles constitute the entire Agreement, and there shall be no side agreements or understandings, written or implied, other than those embodied in the Agreement. The Parties have had full opportunity to raise any and all issues during negotiations, and this Agreement represents the sum total of the terms and conditions which the Parties agree to abide by for its duration.

1.4 Public Interest: The public interest is furthered by the statutory protection of collective bargaining.

1.5 Recognition:

a. The Employer recognizes that the Union is the exclusive representative for all Unit employees.

b. The Parties recognize that for the purpose of administering this Labor Relations Program, the President of AFGE Local 2308 and the 27<sup>th</sup> SOW Commander are the principle representatives. However, both Parties may designate representatives to act in their behalf.

1.6 Purpose: It is the purpose of this Agreement to:

- a. Provide for orderly and constructive labor-management relations.
- b. Advance employee participation in the formulation and implementation of personnel policies and procedures which affect them, through the exclusive representative (Union).
- c. Clearly indicate the rights and obligations of employees, the Union, and the Employer.

## **ARTICLE 2 BASIC PROVISIONS**

2.1 The following requirements are applicable to this Agreement and mutually agreed changes thereto.

2.2 The Articles in this Agreement, along with any supplements negotiated within the terms of the Agreement, shall constitute the entire Agreement.

2.3 The Parties agree to demonstrate a responsible attitude and to maintain high standards of judgment in conducting labor relations with each other.

2.4 Time Limits: The time elements and limits stated throughout this Agreement may be waived by written consent of both Parties. All reference to “days” in this Agreement is “calendar days” unless otherwise stated. If the last day falls on a base non-duty day, i.e. holiday, civilian productivity day, weekend, weather day, or otherwise designated as base-wide non-duty day, the time limit will be extended to the next duty day. Time limits begin the day after receipt of notice.

2.5 Communication Mediums: All correspondence to the designees will be, whenever possible, sent by facsimile or e-mail. The Parties agree that facsimile or e-mail verification will be proof of transmittal. If the facsimile or e-mail is non-operational and the designee is not available to correct the problem, the notification may be hand-carried or sent by postal service and the postmark date will be considered the date of transmittal. This procedure covers all requirements throughout this Agreement.

2.6 Union Correspondence: Union correspondence will be accepted only from the Union President or designee. The Union President shall provide notice of designee to the Employer in writing.

## **ARTICLE 3**

## **EMPLOYEE RIGHTS AND RESPONSIBILITIES**

3.1 Employee Protection: Employees in the Unit shall be protected in the exercise of their right, freely and without fear of penalty or reprisal; to form, join, and assist any labor organization; or to refrain from such activity.

3.2 Employee Participation: The freedom of employees to assist a labor organization extends to participation in the management of the labor organization and acting for the organization in the capacity of an organization representative; including presenting its views to officials of the Executive Branch, the Congress, or other appropriate authority. Nothing in this Agreement shall abolish an employee's right or require an employee to become or remain a member of a labor organization except by a voluntary, written authorization by a member for the payment of dues through payroll deduction as outlined in Article 8.

3.3 Equal Employment and Opportunity: The Parties agree that all employees shall be treated fairly, equitably, and with dignity in all matters without regard to political affiliation, race, color, religion, national origin, sex, marital status, age or handicapping condition, and with proper regard and protection of their privacy and constitutional rights.

3.4 Conflict of Interest: This Agreement does not authorize participation in the management of a labor organization by a supervisor or by an employee when participation or activity would result in a conflict or apparent conflict of interest, or otherwise be incompatible with law or with the official duties of the employee. However, this does not preclude the supervisor from participating in the Union as authorized by law.

3.5 Non-Reprisal: No reprisal action shall be taken against any employee for reporting any violation of any law, rule, or regulation; or mismanagement, waste or misuse of public funds, or abuse of authority or a danger to the public interest, health and safety through the Air Force Inspector General system or the Office of the Special Counsel of the Merit System Protection Board. Identity of any complainant may not be disclosed without the individuals' consent unless the investigative agency determines that the disclosure is necessary in order to carry out its function.

3.6 Representation Rights: Unit employees have the right to be represented by the Union without discrimination or without regard to membership in the Union, as required by law, regulation, appropriate authority, or appropriate case law. An employee has the right to have a Union representative present at any examination of the employee by the Employer when the employee reasonably believes that disciplinary action will result, and that believe is communicated to the Employer. If the employee exercises his or her right to Union representation, discussion of this matter will be postponed until the arrival of the Union representative in cases where the Union representative cannot be released due to workload considerations.

3.7 Employee Responsibilities: Employees are responsible for personal compliance with regulations, policies, and procedures governing safety, security, discipline, job performance, productivity, and other conditions of employment. The Employer is responsible for assuring that

employees are properly trained and informed of these requirements and standards of performance and conduct. Training will be properly documented.

3.8 Supervisory Records/Employee Performance Files: The Employer agrees that no material which might reflect adversely on any employee's character or career will be placed in an employee's performance file without their knowledge.

a. The Parties agree that no entry is made on the AF-971 that has not been verified and/or determined as factual.

b. Employees will be given an opportunity to review and initial comments in the Supervisor's Record of Employee/Employee Performance File and respond in writing, if they desire. The employee's initials are noted as an acknowledgment only; not as agreement with content. Any entry the employee feels to be unjustified may be subject to the negotiated grievance procedure.

c. Employee requests to review their AF-971 will be fulfilled as soon as possible. If the supervisor will not be available, the supervisor will make appropriate arrangements with a higher level supervisor to grant the employee's review as requested.

d. The Parties agree that changes, concerns, and deletions as a result of employee review of the AF-971 with higher level supervisors must be addressed through Article 15 of this Agreement, the Negotiated Grievance Procedure.

e. Upon request, employees will be given one copy of each document placed in the Supervisor's Employee Work Folder or Official Personnel File (OPF).

f. The Supervisor's Employee Work Folder/Employee Performance File will be maintained in accordance with appropriate authority.

g. The employee may review the supervisory records at any time, upon request.

h. Reprimands maintained in the work folder must be removed two (2) years from date of Notice of Decision to Reprimand.

i. Management may consider removing any counseling entries on AF Form 971 once the annual performance appraisal has been rendered.

j. Suspensions are recorded on the form SF-50 and maintained in the Official Personnel File (OPF) and may be considered as a prior offense only if within the time specified by applicable directives preceding the date of notice of proposed action for the current offense.

k. Nothing in this Agreement will prohibit the supervisor from removing counseling letters, reprimands, or suspensions recorded in the Supervisor's Employee Work Folder prior to the times indicated above.

**ARTICLE 4**  
**EMPLOYER RIGHTS**

4.1 Employer's Retained Rights: In accordance with 5 U.S.C., the Employer retains the right:

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

b. In accordance with applicable laws:

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

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

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

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

(5) 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.

4.2 Nothing in this section shall preclude the Employer and the Union from negotiating:

a. at the election of the agency, on 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;

b. procedures which management officials of the agency will observe in exercising any authority under this section; or

c. appropriate arrangements for employees adversely affected by the exercise of any authority under this section by the Employer.

4.3 Retention of Residual Authority: All residual, discretionary authority not included in 4.1 above, is to be retained by the Parties to this Agreement, unless specifically accepted by the terms of this Agreement.

## **ARTICLE 5 UNION RIGHTS**

### **5.1 Union Rights:**

a. Obligation: In all matters relating to personnel policies, practices, and other conditions of employment, the Employer will have due regard for the obligation imposed by the Statute and this Agreement. This includes the obligation to notify the Union of any change in conditions of employment and offer the Union the opportunity to negotiate concerning the procedures which the Employer will observe in exercising its authority in accordance with the Federal Labor Relations Statute and in accordance with the time requirements as set down in Article 9.1.

b. Recognition of Union Officials: The Employer agrees to recognize designated Union officials.

c. Designation of Union Officials: The Employer agrees that the Union has a right to designate its officials who are entitled to perform their representational duties in accordance with this Agreement and the Statute.

d. Right to Information: The Employer will furnish to the Union, or its authorized representative, at no cost to the Union, upon request and to the extent not prohibited by law, data which:

(1) is normally maintained by the Employer in the regular course of business,

(2) is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining, and

(3) does not constitute guidance, advice, counsel, or training provided for Employer officials or supervisors relating to collective bargaining.

e. Information furnished under d. above will be provided within a reasonable time. The Employer agrees to acknowledge the request from the Union within five (5) calendar days of receipt, if the information requested cannot be furnished within a reasonable time frame.

f. Orientation: The Employer agrees to provide all new employees entering the represented units with the most recent listing of Union officials and stewards provided by the Union. This information shall be given to the employee during the time he/she is scheduled for new employee orientation session.

g. Union Access to Work Sites: Subject to security requirements, Union representatives shall have reasonable access to Unit employees during duty hours as necessary to carry out their

duties as required by this Agreement and the Statute. The Employer and the Union agree that during non-duty time, provided both employee and Union representatives are in a non-duty status, internal Union business such as soliciting membership, posting and distributing literature can be conducted so long as it is nondisruptive to any employee in duty status.

h. The Employer agrees that Union officials shall not experience interference, coercion, restraint, discrimination, or harassment while carrying out their representational duties. The Employer agrees that Union officials carrying out their representational duties shall not impact on their performance rating.

i. AFGE National Representatives and other Union staff members shall be admitted to the installation, subject to security and safety regulations, and to facilities as necessary to participate in meetings with the Parties' representatives. Arrangements for access to the base will be made by the Union representative with the Labor Relations Officer or other designee. Union representatives are to be escorted by an elected union official or their designated representative during the visit.

## **ARTICLE 6 REPRESENTATION RIGHTS AND DUTIES**

6.1 Union Responsibilities: A labor organization which has been accorded exclusive recognition is the exclusive representative of the employees in the Unit it represents and is entitled to act for and negotiate collective bargaining agreements covering all employees in the Unit. An exclusive representative is responsible for representing the interests of all employees in the Unit it represents without discrimination and without regard to labor organization membership. A Union representative of an appropriate unit in an agency shall be given the opportunity to be represented at:

a. any formal discussion between one or more representatives of the Employer and one or more Employee(s) in the Unit or their representatives concerning any grievance, any personnel policy or practice, or other general conditions of employment; or

b. any examination of an employee in connection with an investigation if the employee reasonably believes the examination may result in disciplinary action against the employee and the employee requests representation. The Employer agrees to notify the employee whether discipline is contemplated prior to, but no later than the start of the meeting called by the management official. If an employee requests representation at the scheduled meeting, the meeting will be rescheduled to allow the release of the employee's representative to attend the meeting. However, if the representative is not available by the prearranged time and no other arrangements are made by the Union, the questioning may proceed. The Employer reserves the right to cancel the investigatory interview once an employee has requested Union representation. A decision by the Employer to cancel an interview on this basis need not be justified in any way, and the Employer may proceed with its investigation and/or disciplinary action on the basis of information from other sources.

6.2 Union Officials/Stewards: The number of Union representatives and the official time used by each shall be governed by law and what is agreed to be reasonable, necessary, and in the public interest as negotiated in this Agreement. All representatives shall be designated by the Union and recognized by the Employer. The Union will attempt to appoint stewards in each major organization. The Union shall furnish and maintain with the Employer and Civilian Personnel Office a current list of all officers, stewards, and other designated representatives as required.

6.3 Exclusive Union Representation: The Union acknowledges their responsibility as the exclusive representative of the Unit employees, and that the Union is entitled to act for them and negotiate agreements covering Unit employees.

6.4 Union and Employee Rights on Appeal of Adverse Actions:

a. When an employee elects the negotiated grievance procedure, the Union shall appoint the representative unless the employee chooses self-representation.

b. The rights of the Union for exclusive representation of Unit employees shall not be construed to preclude an employee from electing the appellate procedures established by law, and choosing to be represented by an attorney or other representative of choice. The employee, when choosing the latter, will be responsible for arrangements and costs associated with such an appeal.

## **ARTICLE 7 FIRE PROTECTION PERSONNEL**

7.1 General: The provisions of this article apply only to Fire Protection personnel (GS-0081) to the exclusion of other employees. When provisions of this article conflict with other articles of this Agreement, this article shall take precedence.

7.2 Shifts and Kelly Days:

a. Fire department personnel assigned to fire protection operations work a 24 hour tour of duty on alternating days for six shifts with a three day break (Kelly day) at the end of the sixth shift.

b. Kelly days will begin the first pay period of each year and will be retained for a period of one (1) year, unless circumstances require assignment to a different shift (i.e. promotion, reassignment, etc.)

c. Employees may request a change to another shift or a different kelly day.

7.3 Hours of Work: The definitions of actual work and standby time, for computing annual premium pay, are as follows:

a. Actual work time is when the employee's full attention is devoted to their duties, whether the duties involve constant activity or not. Actual work may include,, but not limited to, roll call, inspection and minor maintenance of fire apparatus and its related equipment, minor station and grounds maintenance, housekeeping of fire protection facilities, preparation of reports and records, all training, physical fitness, and maintaining a constant readiness to respond to hazardous standbys and emergencies and other duties directly related to fire protection and for which the employee is task certified where required. Firefighters will be permitted to utilize the weight room in accordance with Flight Management Plan (FMP), 32-2001-02. One full hour of physical fitness activities will be given to the employees during actual work time. Firefighter personnel will not be required to maintain grounds outside of their normal work area on a normal and recurring basis. The daily work schedule of events for firefighter personnel shall be in accordance with FMP 32-2001-30 "Duty Hours, General Work Schedule, Facilities and Vehicle Appearance".

b. Standby time is when the employee is required to remain at or within the confines of their duty section and not performing actual work, but maintaining a state of readiness to respond to hazardous standbys and emergencies. The employee may be free to engage in such activities as eating, sleeping, reading, exercising, studying, watching television/movies, work on educational courses, or engaging in similar pursuits.

c. Actual duty hours shall be in accordance with FMP 32-2001-30. Employees are allowed two fifteen minute breaks, one in the morning and one in the afternoon. A two hour lunch break shall be provided beginning at 1100 hours and ending at 1300 hours. Work will resume at 0600 hours the next morning and terminate at 0700 hours.

#### 7.4 Quality of Life:

a. A commercial infection control washer/extractor and dryer used to launder protective clothing will be furnished in accordance with Air Force Occupational Safety & Health (AFOSH) standards.

b. A dormitory type washer and dryer will be furnished in accordance with appropriate regulations, to launder uniforms, gym clothes, and linens.

c. The Employer will provide recreational and kitchen appliances in accordance with applicable allowance standards, subject to funding limitations and tailored to the needs of the employees.

#### 7.5 Training:

a. Outdoor training shall be conducted in accordance with governing safety and health directives. When outdoor training is in progress, and environmental factors develop which threaten the welfare of firefighters, the training will be modified to meet safety and health standards.

b. Fire protection personnel who miss training because of an authorized absence will be required to make-up essential training.

c. When an employee accumulates thirteen shifts of experience (1 month) on details to a different position or higher level skills, within a twelve month period the employee may initiate an appropriate form which will be certified by an appropriate management official and annotated in the employee's AF 971 crediting them with the experience.

7.6 Firefighter Uniforms: The prescribed work uniform will be in accordance with FMP 32-2001-28. Firefighting personnel are required to wear a prescribed work uniform for which they receive a clothing allowance. This allowance shall be used for the maintenance and upkeep of the uniform. The Employer will make every reasonable effort to obtain funds for the uniform allowance for payment during the beginning of each fiscal year.

7.7 Medical Examinations and Health

a. The Employer will provide each employee with an annual medical examination in accordance with applicable medical standards.

b. The Employer shall provide an adequate storage area for employees' personal protective equipment (PPE) that is separated from the employee's personal belongings.

**ARTICLE 8  
ALLOTMENTS TO REPRESENTATIVES**

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

8.2 Procedures: The Union shall be responsible for ensuring that the allotment form is made available to eligible employees and shall ensure that the employees are fully informed and educated concerning the program for payroll deduction of Union dues, its voluntary nature, the uses of the required form, and the procedure for revocation of allotments.

a. The Union will within 5 days notify the Employer (27 SOCPTS/FMA) when any member, who has authorized dues withholding, is suspended or expelled from the Union.

b. Deductions shall begin with the first pay period which commences after receipt of the completed allotment form by the Employer (27 SOCPTS/FMAC).

c. The Employer shall initiate action to withhold dues and request the appropriate agency to remit to the Union on a bi-weekly basis accompanied by a listing of names, amount withheld, and total remitted.

8.3 Dues Amount Changes: The Union President or Treasurer shall notify the Employer (27 SOCPTS/FMA), in writing, when the Union's dues amount changes. The change shall be effective at the beginning of the first full pay period after receipt of such notice. Changes in dues withholding amounts are limited to one change per calendar year.

8.4 Dues Termination/Revocation:

a. A member may voluntarily revoke an allotment for the payment of dues by completing the SF-1188, Cancellation of Payroll Deductions, and submitting it to the Civilian Payroll Office (27 SOCPTS/FMA). Allotments may be revoked only at yearly intervals as of the members withholding anniversary date. A copy of the revocation notice or form will be provided to the Union by the Employer (27 SOCPTS/FMA).

b. The Employer (27 SOCPTS/FMA) will terminate an allotment:

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

(2) when the member leaves the Unit by any type of separation, transfer to another base, or other personnel action,

(3) at the end of the first full pay period after receipt of a notice from the Union that an employee is suspended from the Union, or

(4) upon receipt of the member's request for revocation of dues withholding, as prescribed in this article.

## **ARTICLE 9 COOPERATION BETWEEN THE PARTIES**

9.1 Mid-Term Bargaining: Projected changes in conditions of employment will be provided in writing to the Union, prior to implementation, with the supporting documentation necessary to explain the changes and identify the impact on employees. The Union may request negotiations on proposed changes by submitting written proposals within fifteen (15) calendar days of receipt of the proposed changes. The Employer is free to implement proposed changes if the Union does not respond within the fifteen (15) calendar day notice period.

- a. If agreements are reached which commit either Party to future actions, the Agreement will be reduced to writing, signed by both Parties and become effective on the date provided in the Agreement.
- b. Items not agreed to by the Parties will not be implemented, except when the Employer exercises its rights under Article 4. Under rare circumstances notice of less than fifteen (15) calendar days may be provided on issues without negating the Union right to negotiate post implementation.

## 9.2 Committee Meetings Between the Parties:

a. Upon request, by either Party, both Parties agree to meet and discuss favorable as well as unfavorable personnel policies, practices, and matters affecting conditions of employment, subject to provisions of this Agreement. Individual complaints, grievances, or appeals will not be discussed at these meetings, unless both Parties agree to do so.

b. During committee meetings, the Parties may have one designee and three other members in attendance. The Parties' designees will be responsible for compiling and distributing the agenda. It is further agreed that:

(1) Either Party may request attendance of other persons as needed to furnish information on issues properly before the committee.

(2) Either party may request a meeting.

(3) The meetings will be held on a mutually agreed date and may be deferred by mutual agreement.

(4) The Parties agree to exchange proposed agenda items five (5) calendar days prior to the scheduled meeting date.

(5) No changes to the agenda will be made without the consent of both Parties.

(6) Each Party is responsible for taking informal notes of the committee discussions, No formal minutes of committee meetings will be required.

9.3 Dispute Resolution: The Parties agree to encourage and attempt resolution of disputes at the lowest practical level and to use informal dispute resolution when agreed to by the Parties. Settlement of disputes will be reduced to writing and signed by the Parties. To this end the following provisions apply:

a. The Parties agree to refrain from soliciting grievances. Soliciting grievances does not mean advising employees or managers of their right to file a grievance.

b. Attempts to settle disputes will continue during the processing of grievances under Article 15, Negotiated Grievance Procedure.

c. Ten (10) days prior to filing an Unfair Labor Practice (ULP), the charging Party will notify the responding Party of the alleged violation. The Parties will meet to discuss the allegations within five (5) days of receipt of notification to attempt informal resolution.

d. When possible, Alternate Dispute Resolution (ADR) training will be included in supervisory training. The Employer and the Union should encourage the use of the ADR process to foster a good labor/management relationship. Union and Management at all levels should be committed to the use of the ADR process as a priority to resolve disputed matters. ADR is an informal process which seeks early resolution of employee(s), Union, and Management disputes. ADR should be effective, timely, efficient and any agreement resulting from this process must be consistent with law, rule, regulation and this Collective Bargaining Agreement. It should focus on conflict resolution and problem-solving and foster a cooperative labor and management relationship. Participation in the ADR process must be voluntary on both parties. The parties have the responsibility of informing employees and management officials of the ADR option to resolve disputes. ADR agreements must state the objectives of all parties as well as a commitment from all parties to resolve their disputes in a non-adversarial environment. With the exception of cases arising under Title VII (EEO cases), all settlement agreements will be provided in writing to the ADR Program Manager or designee, and will be subject to review by the AFGE Local 2308 President and the Civilian Personnel Office in coordination with the Legal Office (27 SOW/JA) before being considered final.

## **ARTICLE 10 OCCUPATIONAL SAFETY AND HEALTH**

10.1 General: The Employer agrees that health and safety of their employees shall be among its highest priorities. The Employer agrees to establish an effective and comprehensive occupational safety and health program in accordance with AF instructions and Voluntary Protection Program (VPP): Policies and Procedures Manual, applicable laws, rules and regulations. The Employer shall provide a safe working environment and correct all recognized hazards as soon as practical. The Employer further agrees to maintain the employee confidentiality of accidents and injuries in accordance with applicable laws, rules and regulations. All employees, supervisors, and management officials are responsible for prompt reporting of observed unsafe conditions and safety violations.

10.2 VPP: The Employer and the Union agree to cooperate to prevent and/or eliminate accidents, injuries and health hazards in accordance with applicable laws, rules and regulations and in the spirit of VPP.

10.3 Protective Clothing and Equipment: To the extent authorized by law, rule, and regulation, the Employer will provide required protective clothing and safety equipment, except climatic wear not previously provided.

10.4 Reprisals: There will be no reprisals or any form of retaliation against an employee for reporting a safety hazard or an unhealthy working condition.

10.5 On-the-Job Injuries: Employees will report job connected injuries or occupational disease to their supervisor immediately and complete Form CA-1 or CA-2, Federal Employee's Notice of Injury or Occupational Disease. The supervisor will properly complete and forward the Form CA-1 or CA-2, and when required, CA-16, Authorization for Examination and/or treatment. Employees are encouraged to report to the Cannon Air Force Base Medical Facility for emergency treatment and referral. Employees reserve the right to choose treatment by their personal physician or private medical facility.

10.6 Isolated Areas: For safety reasons, when working in isolated areas or areas lacking communications, management may, at their discretion, assign two employees to the work area or ensure periodic checks are being made by the supervisor or other responsible employees in the area.

10.7 Equipment/Machinery: The Employer will ensure that employees have been trained on the use of new equipment or machinery, and will ensure that this equipment or machinery has been inspected before initial use, and thereafter, in accordance with Air Force or manufacturers guidelines/specifications.

10.8 Medical Examinations: Employer will ensure that required occupational physical examinations are provided. Medical examinations necessary to meet annual physical requirements may be conducted by the 27<sup>th</sup> Special Operations Medical Group IAW Air Force Occupational and Safety standards.

**ARTICLE 11**  
**HOURS OF WORK AND TOURS OF DUTY**

11.1 General: The Parties agree to use the terms and definitions in AFI 36-807, Weekly and Daily Scheduling of Work and Holiday Observances, throughout this article.

11.2 Tours of Duty: Tours of duty includes starting/ending times and the days the employee works in an administrative workweek, which begins at 0001 hours Sunday and ending at 2400 hours on the next Saturday. Federal law requires an Employer to change the employee tours of duty, if the Employer knows of the need for the change to meet work requirements not later than seven (7) days after the Employer becomes aware of the need. The procedures and arrangements to notify employees are as follows:

- a. Employer will notify employees of any shift or tour of duty change as soon as possible, but not less than seven (7) days prior to the change. Notice of less than seven days may be given when Management determines that the Employer would be seriously handicapped in carrying out its functions or the cost would be substantially increased.
- b. The Employer may request for volunteer interest in the change if possible. Any volunteers must meet all of the following criteria: be of the same title, series, grade and skill level for the required work. If there are no volunteers, the Employer will use reverse seniority (Leave SCD) to select the employee to change/move to the shift or tour of duty. NOTE: This assumes that not all employees assigned to a shop, office or organization are required to change shift/tour of duty.

11.3 Alternative Work Schedules (AWS): Alternate Work Schedules means both Flexible Work Schedules (FWS) and Compressed Work Schedules (CWS). An FWS allows an employee to determine his/her own schedule within the limits set by Management. A CWS is comprised of work scheduled for less than 10 work days per pay period. Any organization on Cannon AFB, whose mission will permit, may implement an AWS work schedule IAW the procedures and arrangements described below in this section:

- a. Employees desiring an alternate work schedule must request and receive approval from their supervisor at least seven calendar days prior to the start of the affected pay period. Management reserves the right to alter or deny participation, but denial will only be for good cause where participation would adversely impact the mission. Adverse impact is defined as a reduction in productivity, a diminished level of service, and increase in cost of operations or adverse affects the Total Force. On a case-by-case basis, upon request and if practicable Management may grant deviations to accommodate an employee's personal circumstances. In such instances, the employee will make the request as far in advance as possible.

- b. An AWS will not restrict persons from working ordered and approved overtime. Under no circumstances will overtime be incurred to accommodate an employee's AWS.
- c. Lunch periods and breaks are still in accordance with this Collective Bargaining Agreement, AF Instructions and the law.
- d. Supervisors may remove employees from AWS in an emergency or in the event of employee abuse. Any extra accumulated hours will be considered under compensatory time procedures. If a person is removed from an AWS, they will return to a normal eight (8) hour schedule established by their supervisor.
- e. The Employer agrees to notify the Union upon cancellation of AWS participation at least one week prior to the effective date. The following information will be provided:
  - (1) Name of Employee
  - (2) New hours of duty and days off
  - (3) Reason for the change
  - (4) Signature of the "authorized" official

AWS available for employee participation are as follows:

Flexible Work Schedules (FWS):

- a. FWS: participating employees may begin work at thirty (30) minute intervals (i.e., on the half hour) from 0600 to 0830. Employees will take a lunch period of thirty (30) minutes to one (1) hour and must be compensated if required to work during their lunch period. Core hours will be 0830 to 1430. During this period, all employees will be scheduled for duty. Departure time will be determined by adding eight (8) hours plus the amount of time taken for the lunch period to the employee's arrival time.
- b. FWS 4-4-9: Employees will work eight (8) nine (9) hour days and two (2) four (4) days per pay period. This affords the employee two one-half scheduled days off per pay period.

Compressed Work Schedules (CWS):

- a. CWS 5-4-9: Employee work eight (8) nine (9) hour days and one (1) eight (8) hour day per pay period. This affords the employee one scheduled day off per pay period.
- b. CWS 4-10: Employee works eight (8) ten (10) hour days per pay period. This affords the employee two (2) scheduled days off per pay period.

Scheduled day off (SDO) is defined as having the same days off each pay period. The SDO does not necessarily have to be Monday or Friday.

Telework: Telework is available at the discretion of Management in accordance with law, rule, and regulation.

11.4 Scheduling Conflicts: Service Computation Date (SCD) Leave is the standard for resolving conflicts regarding schedules and leave arrangements when qualifications are approximately equal.

11.5 Lunch Periods: Lunch periods will be scheduled for all employees who work five or more hours in one shift. Lunch periods will not be considered duty time. However, nothing shall preclude management from assigning work to the employee if the Employer provides proper compensation. Lunch periods may range from thirty (30) minutes to one (1) hour in duration, normally scheduled during the mid-point of the shift.

11.6 Rest Periods: Unit employees will receive one fifteen (15) minute rest period during each four hours of continuous work. Supervisors may schedule the rest periods for the employees based on mission requirements. Rest periods will be taken at the work site and the employee will be available for work during the period. Rest periods cannot be added together or “banked” for later use

11.7 Cleanup time: The Employer will provide a reasonable amount of time consistent with the nature of the work performed for the employees to clean, turn in, or put away tools or government property and equipment in their possession, and for cleanup as required by applicable regulations.

## **ARTICLE 12 LEAVE AND ABSENCES**

12.1 General: The Parties agree that, except for rare exception, there are no provisions in the law to allow the Employer (27SOW/CC or designee) to grant any employee time off for wing “down days”, birthdays, compensatory time (except where pre-approved, earned, properly annotated on the timecard, and done so in accordance with Article 14.7 of this Agreement and the stringent requirements of the law and agency regulations), or for any other reason without the use of appropriate leave.

12.2 Annual Leave: Employees earn annual leave in accordance with applicable laws and regulations:

a. The Employer agrees to grant annual leave to employees consistent with workload requirements. Approval of requests for annual leave, for unforeseen and emergency reasons, will be considered as the circumstances warrant. The Employer will not direct an employee to use annual leave except under the conditions authorized by OPM directives and AF regulations.

b. Employees will project annual leave each year by 31 January. Every reasonable effort will be made by employees to assure their leave requests are consistent with workload requirements. An effort will be made to satisfy the desires of employees and provide an

opportunity for two consecutive weeks of annual leave. Requests for first and second choices will be provided to the supervisor. Upon approval of the leave schedule, employees will be informed. When the leave-approving official or designee finds it necessary to cancel previously scheduled leave, the reason will be explained to the affected employee. Employees will be given two weeks advance notice of cancellation of scheduled leave unless cancellation is due to mission requirements. The Employer agrees, when practical and the employee has submitted a timely and reasonable leave schedule, that annual leave will be approved to avoid forfeiture, unless an exigency occurs.

c. Requests for annual leave, not scheduled in accordance with paragraph 12.2.b. above, will be requested in advance and subject to approval based on operational requirements. It is agreed that the employee will request annual leave as far in advance as possible.

d. Emergency annual leave may be requested by the employee when they are prevented from reporting to work due to reasons beyond reasonable control or ability to anticipate. To request leave due to an emergency, the employee will contact their supervisor or designee at the earliest practical time, normally within two (2) hours after the employee's reporting time.

12.3 Sick Leave and Advance Sick Leave: Employees shall earn and be granted sick leave in accordance with applicable laws and regulations.

a. The Union joins the Employer and agrees to encourage employees to conserve sick leave so it will be available to them in case of extended illness.

b. Employees desiring medical, dental, optical examination or treatment, or other prearranged medical appointments should make every effort to schedule such appointments after work hours, on non-duty days, or in conjunction with the beginning or end of assigned shifts. Pre-arranged medical appointments during duty hours shall be submitted for approval as far in advance as possible and specify the date and time of the appointment. The Employer agrees that every effort will be made to approve pre-arranged medical appointments when requested in advance.

c. Management may grant sick leave only when the need for sick leave is supported by administratively acceptable evidence. Management may consider an employee's self-certification as to the reason for his or her absence as administratively acceptable evidence, regardless of the duration of the absence. Management may also require a medical certificate or other administratively acceptable evidence as to the reason for an absence in excess of 3 workdays, or for a lesser period when management determines it is necessary.

d. When abuse of sick leave is suspected, the supervisor or designee may initiate action as necessary and in accordance with applicable regulations to resolve the problem and/or improve the employee's sick leave usage.

12.4 Administrative Leave/Excused Absence:

a. Voting and Voting Registration: All personnel are encouraged to exercise their right to register and vote. Administrative leave will be approved, upon advance request, only if the

employee cannot vote outside of their normal duty hours and in accordance with applicable regulations. No provision is made to grant voting leave for employees who have failed to register to vote in their commuting area.

b. Administrative Leave/Excused Absence for weather conditions may only be granted by the Employer or designee (27 SOW/CC), i.e. base closure. Employees may not be released early due to weather conditions except as above. Late reporting is not chargeable to administrative leave except when the Employer (27 SOW/CC) has notified base personnel of a late reporting schedule. Rare exceptions may be made when an unforeseen weather condition exists. Upon determination by the supervisor or designee that the delay was unavoidable, the supervisor or designee may excuse the employee for a period not to exceed one (1) hour.

#### 12.5 Court Leave:

a. When an employee receives a court summons for jury duty, the summons shall be provided to the supervisor by the employee. A copy of the summons shall be attached to the first time card on which court leave is charged. The employee will contact the Employer (27 SOCPTS/FMA and 27 SOFSS/FSMC) for the proper procedure in accounting for the court leave and any compensation received.

b. When summoned to appear as a witness, the procedure in paragraph 12.5.a. will be followed, however, prior to the notation of any court leave on the time card, the Employee or Supervisor will ensure that the court appearance is in compliance with applicable regulations by conferring with the Employer (27 SOFSS/FSMC).

c. The employee will not be excused from work for court leave for any periods during the duty schedule except that time actually in court and for a reasonable period of travel time to and from the work site to the court duty site. At the completion of the court duty obligation, a copy of the court record indicating times and dates of attendance will be provided to the Employer (27 SOCPTS/FMA).

### **ARTICLE 13 OFFICIAL TIME**

13.1 Employee Official Time: Employees will be granted a reasonable amount of official time to consult with appropriate authority for personnel/EEO issues and to present grievances. All official time shall be scheduled in advance with the employee's supervisor or designee.

13.2 Union Official Time: Union elected officials and appointed stewards are granted official time in any amount the Employer and the Union agree to be reasonable, necessary, and in the public interest, if otherwise in a duty status, to perform representational duties. The Union representative will be granted official time at the time requested, whenever possible. If workload considerations preclude approval, the supervisor or designee shall advise the Union representative when release will be possible. The Union representative has the responsibility to evaluate the urgency of a response to the employee and request official time accordingly. The amount of time

will be determined on a case-by-case basis and will take into consideration the scope and complexity of the specific function.

a. Authorized Functions:

(1) Union stewards and officials will be allowed official time when representing the Union or employees while:

(a) investigating, preparing, delivering paperwork and meeting with management officials to resolve grievances, when designated in writing by the employee;

(b) serving as the Union observer at adverse action or grievance proceedings when the employee does not designate the Union as a representative;

(c) serving as the designated Union representative in presenting a Union grievance to the Employer;

(d) serving as a Union representative at third party hearings;

(e) serving as Union designee to represent the labor organization during consultation and negotiation with the Employer;

(f) preparing for and attending scheduled meetings, as specifically provided in other articles of this Agreement;

(g) attending an investigatory interview between an employee and supervisor or designee, if the employee has a reasonable basis to believe that a disciplinary action might result and the employee requests the presence of a representative of the Union.

(h) attending meetings scheduled by the Employer,

(i) meeting and conferring or consulting with the Employer,

(j) representing the Union on approved committees authorized by this Agreement,

(k) representing the Union on DoD Wage Fixing Authority Wage Survey, or other approved labor-management fact finding studies,

(l) representing the Union in formal discussions involving personnel policies, practices, working conditions, or grievances between Unit employees and the Employer, or

(m) representing the Union in investigatory interviews, between the Employer and an employee(s).

(2) No official time shall be authorized for functions not listed or referenced in this Article, unless mutually agreed to by the Parties. Official time is prohibited for any activity

performed by an employee relating to the internal business of the Union. This includes, but is not limited to: solicitation of membership or election of Union officials. Official time for training of Union officials is covered in Article 20.7.

b. Official Time Record Keeping: All official time charges for Union officials and representatives shall be properly coded to the time card. To properly account for the use of official time, officials and stewards will provide their supervisor or designee, the following information when asking permission to perform representational duties:

(1) Nature of contact sufficient for the supervisor to assure compliance with the Agreement and documentation of the official time,

(2) Expected duration of the meeting, and

(3) Location of the meeting.

13.3 Statutory Appeals: Union officials designated as personal representatives in statutory appeal procedures will be excused from work without charge to leave.

## **ARTICLE 14 OVERTIME**

14.1 Purpose and Function: The administration of any necessary overtime (including the nature of the work, the need for special skills, the priority of productive or support effort, and the number of employees required) is solely a function of the Employer. It is the Employer's policy to assign overtime as reasonably and fairly as possible among qualified employees in accordance with their particular skills and the mission requirement for overtime work. Premium pay for overtime worked will be paid by the Employer in accordance with law, rule, and regulation.

14.2 Assignment: Supervisors will select employees for overtime work on a fair and equitable basis consistent with job and skill requirements. Assignment of overtime work shall not be made to employees either as a reward or as a penalty. The equitable distribution of overtime shall be a proper subject of discussion between the assigned shop steward or a Union representative and the supervisor. The Employer agrees, upon request from the employee, to relieve an employee from an overtime assignment provided another qualified employee is available and willing to perform the assignment. The Employer shall determine the employees that satisfy the requirements, and shall select and assign employees to overtime work accordingly.

14.3 Notification: In the assignment of overtime, the Employer agrees to provide the employee with as much advance notice as practical. When an employee is required to perform overtime work, the employee may be excused if the overtime causes a hardship.

14.4 Volunteer: According to this Agreement, every opportunity will be given to employees to volunteer for these assignments. However, the Employer must also take into consideration the equity to other employees. Preference is then given to senior employees in cases where ties among

employees exist, all other conditions being equal. Therefore, the elements of this policy are in order: (first) volunteers, (second) equity, and (third) seniority.

14.5 Rest Periods: Employees who work overtime shall be allowed a fifteen (15) minute paid rest period during every four (4) hours of continuous overtime work.

14.6 Call Back Overtime: All employees called back for overtime, as defined in applicable laws, rules, and regulations, will be paid for a minimum of two (2) hours overtime.

14.7 Overtime Pay vs. Compensatory Time: In accordance with applicable law:

a. General Schedule (GS) employees whose rate of pay is below the maximum step of GS-10 and all Wage System (WG, WL, and WS) employees will not be required to take compensatory time in lieu of overtime pay. The employee may request compensatory time in lieu of overtime pay.

b. General Schedule (GS) employees whose rate of pay is above the maximum step of GS-10 may be required to take compensatory time in lieu of overtime pay.

## **ARTICLE 15 NEGOTIATED GRIEVANCE PROCEDURE (NGP)**

15.1 General: The procedures set forth in this article shall be the exclusive procedure available to the Parties and the Unit employees for resolving grievances.

a. Employee Grievance: A matter of personal dissatisfaction over which the Employer has control.

b. Union or Employer Grievance: A matter of concern or dissatisfaction regarding the interpretation, application, or violation of the law, regulation or this Agreement; or a condition of employment.

c. The Union President or the Installation Commander or their designees will make final written decisions on grievances.

15.2 Notification: The Parties agree the Union will be notified by the Employer of any grievance or request for Alternate Dispute Resolution filed under this Article. Further, the Unit employee will be advised of their right to representation.

15.3 Subject Matter Coverage:

a. The following matters are excluded from the negotiated grievance procedure:

- (1) The content of established agency regulations and policy.
- (2) Non-selection for promotion from a group of properly ranked and certified candidates or failure to receive a non-competitive promotion.
- (3) Any claimed violation relating to prohibited political activities.
- (4) Retirement, life insurance, or health insurance.
- (5) A suspension or removal for national security reasons under Title 5, U.S.C., Section 7532.
- (6) Any examination, certification, or appointment.
- (7) The classification of any position, which does not result in the reduction in grade or pay of an employee.
- (8) The separation of probationary and temporary employees.
- (9) The granting of, failure to grant, or amount of a performance award; the receipt of or failure to receive a quality step increase under 5 U.S.C. 5336.
- (10) The payment of, failure to pay, or the amount of a recruitment bonus, a relocation bonus, a retention allowance, or a supervisory differential under 5 CFR Part 575 or 10 U.S.C. 1590. The payment of, or failure to pay, or the amount of critical position pay under 5 U.S.C. 5377; or the failure to request or grant an exception to the dual compensation restrictions under 5 CFR 575 or 10 U.S.C. 1590.
- (11) Any action taken under a voluntary formal agreement entered into by an employee involving geographic relocation or return from an overseas assignment.
- (12) The return of an employee serving a probationary period as a supervisor or manager to a non-supervisory or non-managerial position for failure to satisfactorily complete the probationary period.
- (13) The separation or termination of an employee during a trial period.
- (14) The termination or expiration of a term or temporary appointment or promotion, whether in the competitive or excepted service, in accordance with conditions of the appointment or promotion provided the employee was informed in advance of the temporary nature of the appointment or promotion and is returned to his or her former or equivalent position if temporarily promoted.
- (15) Alleged discrimination based upon race, color, religion, sex, national origin, physical or mental disability, or age.

15.4 Election of Procedure: An aggrieved employee affected by an action which is subject to review under a statutory appeals procedure or the negotiated grievance procedure, may raise the matter under either procedure, but not both. An employee shall be deemed to have made their choice of which procedure to use when they file a timely appeal or file a grievance in writing, whichever occurs first.

15.5 Use of Official Time: Employees or their representatives will be allowed, upon request, a reasonable amount of duty time, if otherwise in a duty status, to prepare and present a grievance. Official time for union officials is covered under Article 13 of this Agreement.

15.6 Employee Grievance Procedure: The Parties agree that Alternate Dispute Resolution (ADR) is designed to open the lines of communication between the Parties and is used to resolve issues at the lowest level. An employee may elect either ADR or an Informal Grievance as the first step in resolving a grievance.

a. ADR or Informal Grievance (Step 1):

(1) Alternate Dispute Resolution (ADR). An employee, with or without representation, must first present their desire to resolve an issue covered by this Article to their immediate supervisor, the Union, or the Employer (27 SOFSS/FSMC). If the issue concerns the immediate supervisor, it may be presented to the next level of supervision in the chain of command, the Union, or the Employer (27 SOFSS/FSMC). The desire to pursue ADR must be presented orally or in writing within fifteen (15) days from the time of the action or decision being grieved or the date the employee first became aware of the action or decision. All Parties must agree to enter into ADR. All Parties should enter into the resolution attempt with intent to resolve.

(a) If any Party does not agree to enter into ADR, the Employee may file an Informal Employee Grievance (Step 1) under this Article. The Informal Grievance must be filed within five (5) days of the notice that ADR procedures will not be implemented.

(b) If resolution is reached, both Parties will sign a Memorandum of Agreement (MOA) and there will be no further entitlement by the employee to file for consideration under this Article. If no agreement is reached, the employee may file a Formal Grievance (Step 2) in accordance with this Article.

(2) Informal Employee Grievance (Step 1). An employee, with or without representation, shall first present the grievance to their immediate supervisor, the Union, or the Employer (27 SOFSS/FSMC). If the grievance concerns the immediate supervisor, it may be presented to the next level of supervision in the chain of command, the Union, or the Employer (27 SOFSS/FSMC). An employee may not grieve a decision to reprimand or other adverse action decisions as an Informal Employee Grievance (Step 1), if they have had the opportunity to respond. The employee may grieve these decisions at the Formal Employee Grievance Stage (Step 2).

(a) The grievance must be submitted orally or in writing and submitted within fifteen (15) calendar days from the time of the action or decision being grieved or the date the

employee became aware of the action or decision. Upon presentation of a grievance, the grievant will indicate they have a grievance, specify the basis for the grievance and the remedy sought.

(b) A decision will be given to the grievant within fifteen (15) calendar days after presentation of the grievance. The decision must be in writing and inform the grievant of the right to submit a formal grievance.

b. Formal Grievance Resolution Process (Step 2). If the grievance is not resolved at Step 1 to the satisfaction of the employee or if the action being grieved is an adverse action to which the employee has already had the opportunity to respond, they, or their designated representative, may present a formal grievance within fifteen (15) calendar days after receipt of the initial written decision.. The formal grievance must be in writing and presented to the management official at the next level higher than the official who made the decision on the informal grievance, the Union, or the Employer (27 SOFSS/FSMC). The formal grievance will contain the following:

- (1) The grievant's name, position title, grade and organization,
- (2) A description of the basis of the grievance, including factual circumstances, times, dates, names of witnesses, and other pertinent information,
- (3) A brief summary of the steps taken to informally resolve the grievance, or copy of the Step 1 decision,
- (4) The name of the Union representative designated by the employee, or a statement they have elected self representation, and
- (5) The personal remedy or corrective action requested to resolve the grievance.

If the Employer determines that a grievance concerns a matter that is not grievable under the Agreement, or is not arbitrable, the grievance shall be amended by the Employer to include the issue of grievability or arbitrability. The written decision in Step 2 will address any question of grievability or arbitrability. If the grievance later proceeds to arbitration, the issue of arbitrability/grievability will be a threshold issue in the grievance.

(c) Final Decision (Step 3). If the grievance is not resolved at Step 2, the grievant or the designated Union representative may submit the grievance in writing to the 27 SOW Commander or designee within fifteen (15) calendar days of receipt of the Step 2 decision. A final decision will be issued within fifteen (15) calendar days of receipt of the grievance. Step 3 decisions are final but may be pursued under Article 16, if the Union invokes arbitration. Individual employees may not seek review of a final decision using the arbitration process.

#### 15.7 Grievances Initiated by the Parties:

a. The grieving Party will present the grievance in writing to the other Party within fifteen (15) calendar days after occurrence of the action or decision being grieved. The written grievance will contain the following:

- (1) The specific nature of the grievance,
- (2) The corrective action desired and
- (3) The specific time and date available for a meeting to discuss the grievance.

b. The Parties will meet and discuss the grievance at a mutually agreed time, no later than fifteen (15) calendar days after receipt of the grievance by the other Party. The grieving Party will receive a written decision from the responding Party no later than fifteen (15) calendar days after the grievance meeting. Nothing herein shall preclude either Party from attempting to settle the grievance at any stage of processing.

c. If dissatisfied with the decision, the aggrieved Party may invoke binding arbitration in accordance with Article 16. Any questions of arbitrability or grievability will be identified as an issue in the request for a panel of arbitrators.

## **ARTICLE 16 ARBITRATION**

16.1 Initiation: If the Employer and Union fail to settle any grievance processed under the Negotiated Grievance Procedure (NGP), such grievance, upon written notice, shall be submitted to arbitration. The notice must be received within 30 calendar days after issuance of the final decision. The notice, referring an issue to binding arbitration, must be in writing, signed by the Union President or acting President on behalf of the Union, or the 27 SOW/CC or designee for the Employer. A copy of the notice referring an issue to arbitration shall be forwarded at the same time to the other Party.

16.2 Arbitrator Selection: Within seven (7) calendar days from the date of receipt of an arbitration notice, the Parties shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) impartial persons qualified to act as arbitrators. If for any reason either Party refuses to request a list from FMCS, the other Party may make direct designation of an arbitrator from FMCS. A brief statement of the issue(s) in dispute will accompany the request to enable FMCS to submit names of arbitrators with experience in settling like issues. A copy of any contract provision relating to arbitration of the grievance shall accompany the request. Within fourteen (14) calendar days after receipt of the list from FMCS, the Parties shall meet to select an arbitrator. The Parties will alternately strike one arbitrator's name from the list until one (1) name remains on the list. The remaining name shall be duly selected as arbitrator. The first strike shall be determined by the toss of a coin.

16.3 Issue for Arbitration: The Parties will earnestly endeavor to jointly frame the issues of the case the arbitrator is to decide including any limitations on the scope of the issue. If the Parties cannot agree on the issues, each Party will prepare a written statement of the issues as they see them, and the statement(s) will be provided to the arbitrator together with other material related to the grievance.

16.4 Arbitrator's Authority: The arbitrator shall have the authority to resolve any questions of arbitrability and interpret and define the explicit terms of this Agreement and application of Agency policy as necessary to render a decision. The Arbitrator will not be authorized to change, modify, alter, delete, or add to the provisions of this Agreement as such right is the prerogative of the Parties only.

16.5 Expenses: All fees and expenses of the arbitration shall be borne equally by the Employer and the Union. Arbitrator's fees shall be paid to the arbitrator after the final decision is rendered and received. If requested by the arbitrator, a verbatim transcript will be taken. The cost of the transcript will be included in the total cost of arbitration. No such requests will be made under the Freedom of Information Act.

16.6 Time Limits for Arbitrator's Decision: The arbitrator will be requested to render their decision as quickly as possible, but in any event no later than thirty (30) calendar days after the conclusion of the arbitration hearing or the filing of any post-hearing briefs, whichever is later, unless the Parties mutually agree to extend the time limit. Copies of the arbitrator's decision will be furnished to the Employer and the Union.

## 16.7 Arbitration Process:

a. The process to be used by the arbitrator may be one of the following:

(1) A stipulation of facts to the arbitrator may be used when the Parties agree to the facts at issue and that a hearing would serve no purpose. In that case, all facts, data, and documentation are jointly submitted and sent by registered mail (return receipt requested) to the arbitrator with a request for a decision based on the facts presented. In such a case, each Party will retain a copy of the stipulation of facts.

(2) An arbitration hearing should be used only when a formal hearing is necessary to develop and establish the facts relevant to the issue. A formal hearing is convened and conducted by the arbitrator and may be requested by either Party.

b. The arbitration hearing shall be held on the Employer's premises during the regular day shift work hours of the basic workweek. An employee of the Unit, serving as the grievant's representative, the aggrieved employee, and employee witnesses who are otherwise in a duty status shall be excused from duty, as necessary, to participate in the arbitration proceedings without loss of pay or annual leave. No premium pay entitlement shall be earned by employees participating in arbitration proceedings.

c. In considering grievances concerning actions based on unacceptable performance and adverse actions appealable to the Merit Systems Protection Board (MSPB), the arbitrator shall be governed by Title 5 U.S.C., Section 7701(c)(1), as applicable.

d. Any dispute over the application of an arbitrator's award shall be returned to the arbitrator within ten (10) calendar days after receipt of the arbitrator's decision for settlement, including remanded awards.

e. If the arbitrator questions whether the issue is arbitrable or grievable, the arbitrator shall hear arguments regarding both arbitrability and the merits of the case at the same hearing.

f. The arbitrator's decision will be binding on both Parties. However, either Party may file an exception to the decision as provided by Statute.

16.8 Exceptions: The procedure for judicial review of an arbitrator's award is established solely by Federal Statute: 5 U.S.C. Sections 7121 and 7122. Nothing in this article is intended to modify the rights and procedures provided by these and other Statutes:

a. Either Party to arbitration may file with the FLRA an exception to an arbitrator's award. Exceptions must be filed within the 30 day period beginning on the date the award is served on the Party. If exceptions are not timely filed, the award shall be final and binding.

b. In actions which could have been brought before the Merit Systems Protection Board (MSPB), either Party may as appropriate seek Federal judicial review. A petition to review the

arbitrator's award must be filed with the United States Court of Appeals for the Federal Circuit within 30 days after the date the petitioner received notice of the final arbitration award.

## **ARTICLE 17 EQUAL EMPLOYMENT OPPORTUNITY**

17.1 General: The Parties agree to a policy of Equal Employment Opportunity (EEO) for all employees; to prohibit discrimination because of age, sex, race, color, marital status, religion, handicapping condition, or national origin, and to promote the full realization of equal employment opportunity through a positive and continuing effort.

17.2 Committee/Counselors: The Parties agree to support and promote the objectives of the local EEO programs established by the EEO Advisory Committee. The Union may nominate Unit employees to serve as EEO counselors.

17.3 Representation: The Employer (27 SOW/EO) agrees to inform Unit employees who are filing discrimination complaints of their right to a personal representative at all stages of the processing of the employee complaint (reference Article 6.1.) No reprisal, coercion, restraint, interference, or other action will be taken because an employee has filed an EEO complaint.

17.4 Union Recommendations: The Union may make recommendations on EEO matters to the Employer at any time, and the Employer shall be required to consider the Union's recommendations if they are in compliance with the provisions of existing or future laws and the regulations of appropriate authorities.

## **ARTICLE 18 PERFORMANCE MANAGEMENT PROGRAM**

18.1 Purpose: The Performance Management Program will be administered according to the instructions in AFI 36-1001, Managing the Civilian Performance Program. The Parties agree that employees should be continually apprised of their performance and should not be "surprised" at their annual rating.

18.2 Policy: The Air Force depends upon a large civilian work force to accomplish its various missions. Managing this work force requires an effective program for planning, monitoring, developing, evaluation, and rewarding individual and organizational performance.

18.3 Use: The performance appraisal is used to provide employees with information on their performance. It can be used as a basis for decisions to grant awards; grant pay increases, e.g. within-grade increases, step increases, and quality step increases; to reassign, promote and train employees; and to reduce in grade and remove employees.

#### 18.4 Discussions:

a. The Parties agree that the supervisor or designee will meet with the employee at the beginning of each appraisal cycle to re-certify and discuss the employee's performance elements and standards per AF instruction. Periodically, at least yearly, the supervisor or designee will confer with the employee during the rating period to discuss work performance, currency of work standards, and make any necessary changes to the performance plan. The original performance plan will be filed in the Supervisor's Record of Employee. A copy will be provided to the employee and one copy will be sent to the Civilian Personnel File for retention in the Employee Performance File.

b. Performance plans cover the Air Force appraisal period, which runs from 1 April to 31 March. The rating official and employee should meet at the beginning of each appraisal period to discuss the employee's approved performance elements and standards. Further progress reviews and discussions during the appraisal period keep the performance elements current and allow rating officials to make necessary changes as required to the performance plan.

(1) When a rating official or employee is newly assigned, and at the beginning of each appraisal period, the performance plan should be reviewed and discussed (normally within 30 calendar days), along with the procedure for assigning the rating of record. It may be revised and signed as appropriate.

(2) Rating officials shall provide regular feedback concerning performance throughout the appraisal period. At least one progress review will take place during the appraisal period, normally at the midpoint. The Periodic Feedback Worksheet required by AF instruction will be used to document this discussion. Use of this form is meant to facilitate communication concerning performance. The original feedback form will be filed in the Employee Performance File (EPF) maintained in the Civilian Personnel Office; a copy will be filed in the Supervisor's Record of Employee file. The employee will be provided a copy, if they request one. The employee will be made aware that the performance discussion is meant to provide feedback about the employee's performance that will impact the rating of record at the end of the appraisal period.

18.5 Year-end Ratings: The Parties agree that the supervisor or designee will discuss the annual rating of record with the employee after all reviews have been finalized. The original year-end appraisal will be filed in the Employee Performance File after final reviews are completed. A copy will be provided to the employee by the supervisor or designee.

### **ARTICLE 19 MERIT PROMOTION PLAN**

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

19.2 Scope and Coverage: This article applies to positions within the bargaining unit which the Employer fills by internal merit promotion procedures. Bargaining unit employees will be considered for all positions for which they are eligible and for which they apply in accordance with applicable regulations, except employees encumbering formal trainee or apprentice type positions. Those trainees will be excluded from competitive consideration for grade levels up to and including the target grade level of the program to which enrolled. Employees can apply for promotion consideration based on personal recruitment eligibility under applicable recruitment source. Employer identifies the suitable area of recruitment as required by applicable merit promotion regulations. The Employer retains the right to select or non-select employees for competitive merit promotion under the procedures set forth in this article and in accordance with applicable law and regulation.

19.3 Noncompetitive/Competitive Procedures: Except where otherwise governed by terms of this Agreement, noncompetitive promotions will be accomplished in accordance with applicable regulations of the Employer, Air Force and DoD directives and provisions of the Federal Personnel Manual.

19.4 Area of Consideration: That area in which the Employer makes an intensive search for eligible promotion candidates in a specific competitive promotion action is the area of consideration, except where the vacant position is covered by an established career program.

19.5 Automation: The Parties agree that when filling position vacancies by merit promotion within the Unit, the Employer will follow appropriate rules and regulations for recruitment from suitable sources when filling vacancies and methods available by servicing personnel center.

19.6 Post Audit of Promotion Actions: To the extent permitted by applicable law and regulation, the Union may post audit a promotion in conjunction with the processing of a grievance under the Negotiated Grievance Procedure.

19.7 Temporary Promotions:

a. When an employee will be temporarily assigned to a higher graded position or the grade controlling duties of a higher graded position for 30 consecutive calendar days, a personnel action will be immediately submitted to temporarily promote the employee to the position. The employee must be fully qualified to fill the position on a permanent basis.

b. First consideration for bargaining unit employees shall be given to qualified applicants in the lowest organizational unit in which the vacancy exist.

19.8 Use of Competition: If competitive selection procedures are required, applicable rules and regulations will be followed.

**ARTICLE 20**  
**CAREER DEVELOPMENT AND TRAINING**

20.1 General: The Parties agree that training and development of employees within the Unit is a matter of great importance to the Parties. Through the Employer's policy to provide the training necessary to increase efficiency and production in the performance of their official duties, employees are to be encouraged to take advantage of the training and education opportunities available with the Agency and community and required to participate in training when so ordered..

20.2 Training Opportunities: The Employer agrees to make training opportunities available to Unit employees as they occur provided the training and the employees meet all requirements, i.e., funding availability, employee prerequisites, need properly identified by supervisor or designee, relation to current duties, etc.

a. Employees may be granted changes in work schedules, including leave without pay (LWOP) for educational purposes normally consistent with job related duties and as approved by the Employer.

b. The Employer agrees to make available information on educational and training opportunities in such a manner as to provide the greatest dissemination among the employees of the Unit.

20.3 Self-Development: The Parties will encourage the individual employee to develop a personal plan for career self-development. The Employer (27 SOFSS/FSMC) will provide counseling, advice, and assistance to the employee in developing their plan.

20.4 Retraining: When advance knowledge of the impact of impending changes in function, organization, and mission is available, the Employer will make every effort to plan for any required retraining of employees of the Unit within the authority of applicable laws, rules, regulations, and availability of funding.

20.5 Training At No Cost To The Government: Personnel may be granted temporary duty (TDY) at no cost to the government to attend career development schools that are unfunded, provided the training is determined to be job-related.

20.6 Upgrade Training: The Employer may provide developmental training for personnel in accordance with applicable laws, rules, and regulations.

20.7 Union Training: The Employer approves up to 120 hours of official duty time per calendar year for Union training of Union officials and stewards sponsored by AFGE or Local 2308. The Employer will determine if there is mutual benefit. A written request for excusal should be submitted to the Civilian Personnel Office (27 SOFSS/FSMC) fourteen (14) days prior to the requested absence and must include name, grade, organization of the employee along with subject matter, duration, and location of the training. Supervisors will arrange release for this training and approve the official time considering workload and impact on mission accomplishment.

**ARTICLE 21**  
**DISCIPLINE AND ADVERSE ACTIONS**

21.1 Responsibilities: The Parties agree that primary emphasis should be placed on preventing situations that are likely to result in disciplinary actions through effective employee-Union-Employer relations. The Union agrees that the employee plays a primary role in this process by complying with laws, regulations, and rules of the work place.

21.2 Representation: The Unit employee has the right to Union representation as defined in Article 6.1.b. and 6.4.

21.3 Proposed Actions: The Employer will provide advance notice of proposed disciplinary action for all actions excluding oral admonishments. The employee will be advised of their right to Union representation along with all other requirements as specified in AFI 36-704.

21.4 Relief from Action: After compliance with disciplinary action, mitigation from the action, if claimed to be inappropriate by the affected Unit employee, may be requested in accordance with this Agreement.

21.5 Oral Admonishment: The Parties agree an oral admonishment will be annotated on the AF-971 in the Supervisor's Record of Employee.

**ARTICLE 22**  
**REDUCTION IN FORCE (RIF)**

22.1 General: RIF, for the purpose of this article, is defined in Title 5, U.S.C, Chapter 35.

22.2 Union and Employee Notification: The Employer agrees to notify the Union, as far in advance as practical, of proposed RIFs affecting permanent Unit employees in any competitive level when reasonable offers of continued employment may not be made or when the grade or salary of the employees may be adversely affected.

22.3 Impact Negotiation: The Union may request the opportunity to negotiate the impact on affected Unit employees in accordance with the notification process defined in Article 9.1.

22.4 Representation: The Union will be given an opportunity to attend any meetings, concerning the proposed RIF, with Unit employees.

22.5 Employer Rights: The Parties agree that the Employer has the right and responsibility to determine the methods, means, and procedures for conducting the RIF, except under conditions as covered by paragraph 22.3 of this Article.

22.6 Minimizing Impact: The Employer agrees to minimize adverse actions and reduce separations of employees affected by a RIF to the extent possible. The Employer will consider attrition patterns and restriction of new permanent hires in order to facilitate the placement of affected employees. Existing vacancies will be used to the maximum extent possible to place affected employees and consideration will be given to waiving qualifications, if possible, in order to make a valid placement offer.

22.7 Extended Priority Entitlements: An employee who has been subject of a RIF retains the right to priority consideration in any position within the 27<sup>th</sup> Special Operations Wing of higher grade (not to exceed the original grade) they are full qualified for, regardless of the time frame of the RIF, provided the employee identifies him/herself to the Civilian Personnel Office, provides certification of their prior qualifications and requests to be added to a list to be maintained within the Civilian Personnel Office. Civilian Personnel Office will notify hiring officials where qualifications are found to match. If the hiring official selects, the individual will be placed in the position. Otherwise the position will be submitted for announcement and the employee can apply through that process as well. Declining an offered position would terminate an employee's right to priority consideration under the initial qualifying RIF.

**ARTICLE 23**  
**EMPLOYEE ASSISTANCE PROGRAM**

23.1 General: The Employer agrees to continue an Employee Assistance Program that meets the requirements of applicable laws, directives, and regulations. The program includes, but is not limited to alcohol and drug abuse that could interfere with an employee's job performance or the job performance of their fellow employees. The Parties shall discuss and negotiate, as appropriate, any proposed changes or recommendations relative to the program. The Parties acknowledge that such problems may be resolved with proper treatment and employees can return to acceptable levels of productivity.

23.2 Policy:

a. If the supervisor or designee reasonably suspect that the employee has an alcohol abuse problem, the supervisor, in coordination with 27 SOFSS/FSMC, will refer the employee for an initial interview with the Substance Abuse Office, in accordance with applicable regulations.

b. Sick leave, or other appropriate leave, will be granted for treatment or counseling sessions in accordance with applicable regulations. The employee's continuation in the program shall be voluntary.

c. The Employer (27 SOMDG) will, upon request, provide the Union and the employee a referral listing of pertinent treatment facilities in the local area.

d. Participation in the program shall not jeopardize an employee's job security, or opportunity for consideration for promotion, except as limited by applicable laws.

23.3 Confidentiality: Neither coordinators, counselors, nor any Union official shall reveal the name of a person seeking assistance without the employee's written consent, except for exemption by OPM and AF directives.

**ARTICLE 24**  
**DETAILS**

24.1 Purpose: A detail exists when an employee continues in their current status and pay but is temporarily assigned to:

a. An established position, or the grade controlling duties of such a position, with a higher or lower or equal rate of basic pay, which may require qualifications different from those required in the permanent position to which assigned.

b. An un-established position, that is, one whose duties and responsibilities have not been classified or authorization for its establishment has not been processed. This type of detail would be in a different line of work or one that required qualifications different from the position to which permanently assigned.

24.2 Selection: Employees with the required skills shall be selected for details in accordance with AFM 36-203.

24.3 Documentation: The Employer agrees to maintain records of details and make copies available to the Union to monitor compliance with this article.

a. Details 30 days or less shall be documented by written entry in Supervisors Record of employee (AF Form 971).

b. Details in excess of 30 days shall be documented by SF-50, Notification of Personnel Action.

## **ARTICLE 25 ENVIRONMENTAL DIFFERENTIAL PAY (EDP)**

25.1 Purpose: The Employer shall pay the environmental differential specified in an appropriate category and as defined in applicable regulations, to any wage employee when the employee is performing assigned duties which have been locally determined and approved as exposing them to an unusually severe hazard, physical hardship, or working condition. The Union may identify in writing to the Employer any work situation which may be appropriate for consideration of EDP (Appendix J, FPM Supplement 532-1).

## **ARTICLE 26 CONTRACTING OUT WORK**

26.1 Notification: The Employer agrees to notify the Union as soon as it becomes aware of possible contracting out affecting Unit employees. The Employer will provide all information concerning contracting out as permitted by law. The Employer agrees to comply with Articles 22.3 and 22.6 of this Agreement.

**ARTICLE 27**  
**UNION FACILITIES AND EQUIPMENT**

27.1 Office Space/Equipment:

a. The Employer agrees to provide adequate office space to the Union to ensure privacy so Union officials and stewards may conduct representational duties and other authorized Union functions. Reserved parking spaces will be designated at the buildings where the AFGE office and Civilian Personnel Office are located.

b. The Employer agrees to provide a desk, desk chair, and three (3) other chairs. Additional or replacement requests for office furniture may be submitted to the Employer (27SOFSS/FSMC) on an as-needed basis.

c. The Employer will make available one telephone line for official government business for DSN access and one Local Area Network (LAN) drop. The line will be provided at no cost to the Union for official government business only.

d. A computer system, to include CPU, monitor, letter quality printer, and cables will be provided to the Union with available word processing software. Upgrades will be purchased by the Union to the extent it is not available through Employer resources. Software purchased for use government wide, will be provided to the Union at no cost. A ream (500 sheets) of single sheet computer paper will be provided to the Union monthly.

e. Copier service will be provided for a maximum of 500 copies per month at a copier, location to be determined by the Employer, but readily accessible to the Union office. The Union official shall maintain a log of all copies made and provide the log to the Employer at the end of each month.

**ARTICLE 28**  
**COMMITTEES**

28.1 Representation: The Parties agree that the Union may request their representation on any active committee which deals with working conditions, EEO, safety and health, and awards for Unit employees.

a. The Parties agree that for each active committee, the Union may provide one representative who may participate in committee discussions and provide recommendations.

b. The Parties further agree that no one Union representative/official, who is a current employee at Cannon AFB, NM, will serve on more than two (2) committees.

c. The Union may nominate a co-chairman to serve on the Combined Federal Campaign Committee.

**ARTICLE 29  
BULLETIN BOARDS**

29.1 General: The Parties agree that the use of electronic means will be used in place of bulletin boards. Access will be made available to bargaining unit status employees only. The Union agrees to contact the Employer (27SOFSS/FSMC) for prior approval of the content of Union information to be posted except the following: meeting notices, representatives/stewards, AFGE monthly newsletters, social events, AFGE bulletins, ULP notices, EEO postings, listings of Union officials, and this Agreement.

**ARTICLE 30  
VOLUNTARY PROGRAMS**

30.1 Union Participation: The Union agrees to actively support, advertise, and encourage participation in these voluntary programs:

a. Savings Bond Program: The Parties encourage support of the payroll savings plan for the purchase of United States Savings Bonds. It is a basic right of employees to participate in this program in accordance with their own desires. Purchases in support of this program will be on the basis of voluntary participation. No discriminatory action will be taken against any employee who does not voluntarily participate.

b. Combined Federal Campaign (CFC): The Parties encourage support of the CFC and encourage civilian employees to participate and become actively involved on a voluntary basis. It is a basic right of employees to participate in the campaign in accordance with their own desires. No discriminatory action will be taken against any employee who does not voluntarily participate.

**ARTICLE 31  
DISTRIBUTION OF THIS AGREEMENT**

31.1 The Employer will make this Agreement available to all managers and supervisors. The Memorandum of Agreement will be made available to employees via electronic means.

**ARTICLE 32  
DURATION OF AGREEMENT**

32.1 Effective Date: This Agreement shall become effective upon the date signed by the representatives of the Parties, subject to Agency review and approval. The Agreement shall remain in effect until renewed or renegotiated in accordance with applicable laws, rules and regulations. This Agreement will remain in effect for a period of four (4) years and may be renewed for a period of one year if neither Party requests renegotiations.

32.2 Midpoint Negotiations: Between 90 and 50 days prior to the twenty-four (24) month anniversary of this Agreement, either Party may request renegotiation of specific articles to bring them into compliance with future laws, rules or regulations of appropriate authority or include new provisions not currently addressed in the Agreement. Any supplement to the Agreement shall be subject to Agency review and approval as is the primary Agreement.

32.3 Renewal Provisions: If either Party desires to renegotiate the Agreement, they will provide notice to the other Party between 105 and 90 days prior to the expiration date. If no notice is given, the Agreement will automatically renew for one year.

SIGNATURE PAGE

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2010 at Cannon Air Force Base, New Mexico.