



NEGOTIATED AGREEMENT BETWEEN

Appropriated Funds Management of Altus AFB, OK

&

AFGE Local 2586

April 2019



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(Chronological)

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ARTICLE 1

PREAMBLE

This Memorandum of Agreement is executed pursuant to the exclusive recognition granted Local 2586, an affiliate of the American Federation of Government Employees (AFGE), American Federation of Labor and Congress of Industrial Organizations (AFL-CIO), (hereinafter referred to as the Union), and Altus Air Force Base (AAFB), Oklahoma, (hereinafter referred to as the Agency).

ARTICLE 2

RECOGNITION AND COVERAGE

The Unit to which this Negotiated Agreement is applicable is comprised of all Appropriated Funded (APF) civilian Employees serviced by the Civilian Personnel Section (CPS) on AAFB, excluding Management officials, Supervisors, Employees in civilian personnel work, other than those in a purely clerical capacity, and professional Employees. It does not preclude any Employee from belonging to the Local Union to which this Negotiated Agreement recognizes even though they may not be represented under this Negotiated Agreement or have payroll deductions.

ARTICLE 3

PUBLIC PURPOSE SERVED BY THIS AGREEMENT

The United States Air Force (USAF) recognizes:

1. The right of Employees to organize and express their views collectively or to refrain from such activity;
2. That participation of Employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of USAF business;
3. That the efficient administration of the USAF and the well-being of its Employees require that orderly and constructive relationships be maintained between the Union and the Agency; and
4. That effective labor-management relations in the public service require a clear statement of the respective rights and obligations of the Union and the Agency.

ARTICLE 4

MATTERS APPROPRIATE FOR NOTIFICATION AND NEGOTIATION

SECTION A. The obligation to meet and negotiate does not include matters with respect to the mission of an activity; its budget, its organization, its number of Employees or its internal security practices. This does not preclude the Parties from negotiating agreements regarding the impact on Employees adversely affected by realignment of work forces or technological changes.

SECTION B.

1. Subject to the above Section, it is agreed that matters appropriate for notification and negotiation between the Parties shall include personnel policies, practices and matters affecting the working conditions of Employees in the bargaining unit. This includes, but is not limited to such matters as safety, labor-management relations, cooperation, methods of adjusting grievances, granting leave, promotion plans, demotion practices, reduction-in-force (RIF) practices, and hours of work, which are within the discretion of the Agency. Nothing in this Article precludes the Parties from electing to negotiate on the numbers, types and grades of Employees or positions assigned to any organizational subdivision, work project, tour of duty, or on the technology, methods and means of performing work as required by law. These matters relate to policy, not day-to-day operations or individual dissatisfactions.
2. Communications between the Union and the Agency regarding matters appropriate for notification and negotiation under this Article will include a notification or courtesy copy to the Civilian Personnel Section, Labor Relations Inbox or e-mail address provided by the Labor Relations Officer (LRO).

SECTION C. This Negotiated Agreement does not alter the responsibility of either Party to meet with the other to advise or discuss and conscientiously seek mutually satisfactory solutions to other matters not covered by this Negotiated Agreement but otherwise appropriate for such discussions.

SECTION D. The Parties will negotiate on the impact and implementation (I&I) of any matter required by law or regulation not covered by this Negotiated Agreement.

SECTION E. Negotiations during the term of this contract.

1. The Agency and the Union, through appropriate Representatives, shall meet at reasonable times and places and confer in good faith with respect to personnel policies and practices, and matters affecting working conditions that are not covered by this Negotiated Agreement, so far as may be appropriate under applicable laws and regulations.
2. All written agreements or memorandums of understanding (MOUs) reached under the provisions of this Article that are in accordance with (IAW) law and government-wide

regulation shall be enforceable under the provisions of the negotiated grievance procedure.

3. In the administration of this Negotiated Agreement, the Parties shall be governed by all statutes and existing government-wide rules and regulations.
4. Labor-Management Relations are defined further in Title 5 United States Code (U.S.C.), Chapter 71, et seq. Prohibited personnel practices may be found in 5 U.S.C. 2302.
5. Any proposed change in existing Agency regulations resulting in changes to personnel policies, practices or matters affecting working conditions not specifically covered in this Negotiated Agreement will not be implemented without prior notification to the Union, except in emergency situations. Notifications will include a copy of the proposed change or a detailed explanation of what is proposed prior to implementation. For proposed changes, the Union will have ten (10) working days to respond for I&I bargaining to Employees. If the Union does not respond within the time period stated above, the Agency may implement proposed changes. The Union may request to confer with the Agency IAW the following procedures:
 - a. The Union or designated Union Representative shall submit a written request for a meeting with the responsible Agency official in response to the Agency's notification of a proposed change.
 - b. Attendance at such meetings shall be on official time.
 - c. Only the Union President or designated Union Representative shall have the authority to bind the Union on such accords that may be reached at these meetings. These accords may not conflict with existing provision of this Negotiated Agreement.
 - d. The meeting will normally take place within three (3) days after the Union's request for a meeting is received.
 - e. The Parties will acknowledge receipt of proposed changes from each other within two (2) working days; if the initiating Party has not received confirmation from the receiving Party within that time, the initiating Party will utilize telephone communication to confirm receipt.

ARTICLE 5

NOTIFICATION OF AND ACCESS TO PUBLICATIONS AFFECTING ALTUS AFB EMPLOYEES

SECTION A. It is understood by both Parties that changes are occasionally made in the Office of Personnel Management (OPM) and higher headquarters' regulations, which are binding on the Agency and Employees.

SECTION B. When a member of the Agency becomes aware that a change to Agency guidance is being published or set to take effect, the member shall forward that guidance to the LRO to take action as appropriate under this Article.

SECTION C. Both Parties agree that nothing in this Negotiated Agreement will be construed as denying an Employee any right entitled by law or regulation.

SECTION D. The Agency shall provide the Union access to each regulation that impacts Bargaining Unit Employees (BUE), including indexes or the website URL where it can be accessed at the same time as the CPS, Commander or Manager receives such. The Agency will provide the Union access to all Air Education and Training Command (AETC) and AAFB supplements to such, or will provide access to the Local Area Network (LAN) so the Union may access the information. The Agency will provide the Union with access to all Department of Defense (DoD), USAF, AETC, AAFB and other Laws, Codes, Regulations, Policy Directives, Instructions, Manuals, Pamphlets and other publications that are normally maintained by the CPS, Internet or LAN address where it can be retrieved. The Agency agrees to update the Union with changes to such at the same time as the CPS receives it.

ARTICLE 6

MANAGEMENT RIGHTS AND RESPONSIBILITIES

SECTION A. In the administration of all matters covered by this Negotiated Agreement, officials and Employees are governed by existing or future laws and regulation of appropriate authorities; by published Agency directives provided to the Union at the time the Negotiated Agreement was approved, and by subsequently published Agency directives required by law or regulations of appropriate authorities, or authorized by the terms of a controlling Agreement at a higher Agency level.

SECTION B. Management officials of the Agency retain the right to:

1. Determine the mission, budget, organization, number of Employees and internal security practices of the Agency; and
2. IAW applicable laws:

- a. 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;
 - b. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted;
 - c. With respect to filling positions, to make selections for appointments from:
 - i. Among properly ranked and certified candidates for promotions; or
 - ii. Any other appropriate source.
3. Nothing in this Section shall preclude the Agency or the Union from negotiating:
- a. On numbers, types and grades of Employees or positions to any organizations subdivision, work project, tour of duty, or on the technology or methods and means of performing work;
 - b. Procedures which 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 Agency.

SECTION C. Both Parties agree that it is the Agency's right to take whatever appropriate actions may be necessary to carry out the mission during emergencies.

SECTION D. Management will follow the spirit and intent of merit system principles, avoiding any preferential or derogatory treatment of individuals based on personal relationships and will not exercise their Management rights in an arbitrary or capricious manner.

SECTION E. The above rights will not limit an Employee's rights to express dissatisfactions to appropriate officials concerning procedures employed by Management in the exercise of its rights. It is also understood that the exercise of certain Employer rights may be subject to appeal procedures where applicable, as prescribed by law.

ARTICLE 7

EMPLOYEE RIGHTS

SECTION A. The Agency and the Union agree that Employees shall have the right, freely and without fear of penalty or reprisal to form, join, and assist a labor organization or to refrain from any such activity and each Employee shall be protected in the exercise of this right. Except as otherwise expressly provided in 5 U.S.C. §7102, the right to assist a labor organization in the

capacity of an organization Representative, including presentation of its views to officials of the executive branch, Congress, or other appropriate authority. The Installation Commander shall take action required to assure the Employees of AAFB are apprised of their rights under Section 1(a) of 5 U.S.C. §7102 and that no interference, restraint, coercion, or discrimination is practiced within the base to encourage or discourage membership in a labor organization.

SECTION B. Section A does not authorize participation in the management of a labor organization, or acting as a Representative of such an organization by a Supervisor, except as provided in Section 24 of 5 U.S.C. §7102, or by an Employee when the 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.

SECTION C. Each Employee shall have the right to present matters of personal concern to the attention of appropriate officials of the Agency with or without assistance of the Union.

SECTION D. An Employee is only accountable to the Agency for performance of his/her officially assigned duties and compliance with governing regulation and law. Within the context, the Agency affirms the right of the Employees to conduct their private lives as they deem proper, so long as it does not bring discredit to AAFB, the Major Command, or the USAF, as provided by appropriate regulations and law, not personal opinion or interpretation of aforementioned regulation and law.

SECTION E. The rights of the Agency as outlined in the “Management Rights and Responsibilities” Article of this Negotiated Agreement will not limit an Employees’ right to express dissatisfaction concerning procedures employed in the exercise of his/her rights. It is also understood that the exercise of such rights shall be subject to the negotiated grievance procedure where applicable, as prescribed by laws, regulations and policies.

SECTION F. Other Concerns and Freedoms of Employees.

1. **Employee Inquiries (Weingarten Rights):** The Union shall be given the opportunity to be represented at any examination (questioning) of an Employee by a Representative of the Agency in connection with an investigation if the Employee reasonably believes the questioning may result in disciplinary action against the Employee and he/she requests representation. Prior to beginning any questioning, an Employee has the right to inquire as to the nature of the meeting. If an Employee requests a Representative, no further questioning will take place until the Representative is present. The Agency will annually inform Employees, Supervisors and Managers of this right IAW this Negotiated Agreement.
2. **Surveys:** The Agency will provide the Union with reasonable advanced written notice of surveys concerning local conditions of employment that involve BUEs (I&I). The Agency will also provide the Union with a written copy of survey results as soon as possible. This section is not intended to preclude any Union involvement in such surveys that may exist IAW past practice, the Parties’ mutual agreement or statute.

3. Formal Discussion: Consistent with 5 USC 7114(a)(2)(A), as the exclusive Representative of BUEs, the Union shall be given the opportunity to be represented at any discussion between one or more Representatives of the Agency and one or more Employees or their Representatives concerning any grievance, formal Equal Opportunity (EO) settlement discussions or any personnel policy or practice or other general condition of employment. The Agency will give the Union sufficient notification to exercise its rights under this Section.
 - a. The attendance of the Union Representative will be acknowledged by the Agency at the start of such formal discussions. The Union is allowed to ask questions relative to the matter being discussed on behalf of Employees and may make a brief statement as to the Union's position on the matter.
 - b. Managers and Employees will engage each other in a professional manner and with courtesy, dignity and respect.
 - c. The Agency will make every reasonable effort to conduct negative discussions between Supervisor and Employee in private.
 - d. If an Employee is to be served with a warrant or subpoena, it will be done in private to the extent that the Agency has knowledge of and control of the situation.
4. Personal Storage Areas: The Agency will provide lockable accommodations for the secure storage of personal belongings and job related equipment as appropriate.
 - a. Upon request, the Agency will instruct Employees with the process of filing a claim for reimbursement under applicable laws and regulations, in case of damage or loss of personal belongings and job related equipment.
 - b. Any search of these accommodations must be done for good reason and in compliance with applicable laws and regulations. At least two (2) persons must be present at any search and one (1) person will be the affected Employee or his/her designated Representative. If affected Employee is not able to be reached, the Union will be notified prior to a search, except in cases of exigency.
 - c. These areas will be considered personal areas and, as such, may be made easily identifiable by Employees consistent with appropriate public standards and government-wide law.
5. Non-Work Space: The Agency will provide Employees with access to clean and comfortable meal and break areas in close proximity to their work areas. The meal areas may include kitchen facilities, including sink, refrigerators, and appliances for heating, toasting, making coffee/tea, etc., as allowed. These areas should be away from customers, clients, and other non-employees, whenever possible. In the rare case in which it is not possible to provide onsite space for meals or break periods, the Agency

will work with the Union to identify locations where Employees can spend these non-work periods.

6. Employee Fitness Program: The Employee Fitness Program is strictly voluntary and will be utilized IAW applicable guidelines. The Agency will make all reasonable effort to accommodate Employee requests to utilize the Employee Fitness Program. In order to minimize travel time away from work, Employees will utilize installation fitness facilities or facilities immediately adjacent to the installation or work centers with which the Employee or Agency may have an agreement to provide fitness facilities for that work center. Fitness time is normally approved in conjunction with the lunch break.
7. Employee Records and Files: No personnel record may be collected, maintained, or retained except in accordance with law, government-wide regulation or this Negotiated Agreement.
 - a. Personnel records (Supervisor's Employee Work Folder, also known as 971 Folder) will be maintained in a secure, confidential file and shall be viewed only by officials with a legitimate, administrative need to know.
 - b. Employees shall be advised of the nature, purpose and location of records that are maintained regarding them and of their right to access these records. This includes their Electronic Official Personnel Folder (e-OPF) and any files or folders that Supervisors may use to document anything concerning the Employee.
 - c. Employees and their authorized Representative may have the right and be granted a reasonable amount of time to examine any of their personnel records, whether paper or electronic, on duty time in the presence of a management official.
 - d. Employees and their authorized Representative have the right, on duty time, to prepare and submit any response to statements they wish to make about information contained in their file or to add additional information or documents that are appropriate, relevant, work related and that are not in violation of law or government-wide rule or regulations. Access to records by the Employee or his/her authorized Representative will normally be granted within two (2) working days of the request if the records are maintained on the premises in which the Employee is located. If the records are not so maintained, the Agency will immediately initiate action to obtain the records from their location and will make them available to the Employee as soon as possible. Grievance time limits, if applicable, should be stayed until the records are provided to the Employee. If the Employee alleges incorrect or omitted information, the Agency will, upon verification, correct the record.
 - e. Upon request, Employees have the right to have a copy made of specific documents in their personnel records.

- f. Access to personnel records to review them, add or correct information and receive copies will be without cost, charge to leave or loss of pay.
 - g. Employees shall be notified and given a copy of any material placed in their file within three (3) work days. Employees should acknowledge by a signature, receipt of any documents provided. It is understood that such acknowledgement does not constitute agreement with the contents. Other than records that are exempt, any records that have not been disclosed to an Employee in a timely manner and placed in the personnel record should not be used in any disciplinary/adverse action or performance-based action.
 - h. Personal notes prepared by a Supervisor pertaining to an Employee, but which do not qualify as a system of records under the Privacy Act of 1974, may only be kept and maintained by and for the personal use of that Supervisor. They shall not be shown or released to anyone, to include another Supervisor/Manager, secretarial or administrative personnel. Personal notes shown or released to anyone must be maintained IAW this Negotiated Agreement. These personal notes or memory joggers shall not be used to circumvent timely disclosure to an Employee, nor may they be used to retain information that should be properly contained in a system of records. They may not be used in any disciplinary/adverse, or performance based action unless they have been disclosed to the Employee in a timely basis and placed in a file authorized by law, government-wide rule or this Negotiated Agreement.
 - i. All personnel files will be screened and purged annually and outdated material shall be removed and given to the Employee. Material will be considered outdated if there is no recurrence of the incident or deficiency within a 24-month period, unless otherwise mandated by records disposition.
8. Timely and Accurate Compensation: Employees are entitled to timely receipt of all compensation earned by them for the applicable pay period. The Agency will make every effort to ensure Employees receive their pay on the established pay day in the direct deposit account designated by the Employee IAW Department of Treasury rules and regulations.
- a. The Agency will ensure that Employees' Leave and Earning Statements are handled in a confidential manner.
 - b. If a BUE fails to receive his or her pay on the established pay day, the Agency will assist with submitting a request for special payment.
9. Voluntary/Charity Activities and Blood Drives: The Union agrees to cooperate with the Agency in truly voluntary charity drives and to lend its support to these worthy causes. In conducting these drives, the Parties will be guided by appropriate regulations, which provide that no compulsion or reprisals will be tolerated. It is agreed that individual Employees will not be contacted a second time after initial contact. It is further agreed

that no list will be kept showing the names of contributors and amounts of their contributions, except those that are necessary to properly administer the program. Participation or non-participation does not advantage or disadvantage Employees. The AF encourages its Employees to volunteer as blood donors without compensation. Employees who wish to donate blood at authorized donation centers will be excused from work during the Employees' normal duty hours without charge to leave. This time should be used to donate blood or blood products, such as platelets or plasma, for recuperation following blood donations, and for necessary travel to and from the donation site. The maximum excusable time should not exceed four (4) hours, except in unusual cases. Employees who donate blood for their own use or receives compensation for giving blood are not authorized to be excused from work without charge to leave. Employees who volunteer but are rejected as donors for that visit must return to duty or elect paid leave. A donor slip is required to be presented to the Employee's Supervisor once blood donation has been completed to ensure timecard is correctly annotated for excused time.

10. Separations: An Employee's decision to resign or retire, if eligible, shall be made freely and IAW prevailing regulations. The Employee may withdraw his/her resignation or retirement prior to the effective date, as long as the position is uncommitted or unencumbered.

a. Retirement planning information is available to Employees through the Benefits and Entitlements Services Team, via the myPers website, or by calling 1-800-565-0102. Such information may include, but is not limited to, individual counseling, elder care assistance, retirement materials, legal services counseling, life and medical insurance counseling, etc.

b. If an Employee is facing termination, he/she may resign freely and IAW prevailing regulations any time prior to the effective date of the termination.

11. Whistleblower Protection: Employees are protected by the Whistleblower Protection Act against reprisal for the lawful disclosure of information, which the Employee reasonably believes evidences a violation of any law, rule or regulation, gross mismanagement, a gross waste of funds, an abuse of authority, a substantial and specific danger to public health or a substantial and specific danger to public safety.

12. Statutory Requirements: Personnel Management will be conducted IAW 5 USC 2301, Merit System Principles, and 5 USC 2302, Prohibited Personnel Practices.

ARTICLE 8

UNION RIGHTS, RESPONSIBILITIES AND REPRESENTATION

SECTION A.

1. This Article provides an equitable process for the allocation and approval of official time and recognizes that the appropriate use of official time benefits both Management and the Union. Employees who are not elected or appointed Union Representatives may be released from duty without charge to leave for appropriate representational purposes under the Statute. This time will not be charged against any amount of official time granted to the Union.
2. 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 interest of all Employees in the unit it represents without discrimination and without regard to labor organization membership. The Union is not required to represent non-members on any interests not created by this CBA. The Union has the right to poll BUEs of an affected work center for research purposes during I&I proceedings. Prior to conducting any polls, Union officials must coordinate with management at least one workday in advance to ensure mission requirements will not be adversely impacted.

SECTION B. An exclusive Representative of an appropriate unit in an Agency shall be given the opportunity to be represented at:

1. Any formal discussion between one or more Representatives of the Agency and one or more Employees in the unit or their Representative concerning any grievance, any personnel policy or practices or other general condition of employment; or
2. Any examination of an Employee in the unit by a Representative of the Agency in connection with an investigation if:
 - a. The Employee reasonably believes that the examination may result in disciplinary action against the Employee; and
 - b. The Employee requests representation.
3. The Union will determine which Representative will be assigned to any particular investigatory examination.
4. The Union Representative will be given a reasonable amount of time to arrive at an examination if an Employee invokes his/her Weingarten Rights. Once the Employee requests representation, no further questioning will take place until the Representative

arrives. If a Representative is not available due to work schedules or other representational business, the examination will be rescheduled for a later time.

5. Once an Employee invokes his/her Weingarten Rights, Management has three (3) options:
 - a. Grant the request;
 - b. Deny the request and end the interview immediately; or
 - c. Give the Employee a clear choice of having the interview without representation or ending the interview.

SECTION C. Formal Discussions

1. The Union will be given advance notice of any formal discussion that is to be held, along with the basic subject matter of the meeting. Notice shall be given at least one workday in advance in order to afford the Union a reasonable amount of time to designate a Representative for attendance. This advance notice will be given unless Management has been prevented from doing so due to an emergency.
2. During each formal discussion, Management will allow the Union Representative to introduce him/herself. Management will permit the Union Representative to ask relevant questions and to present a brief statement before the end of the meeting outlining the Union's position concerning the issues presented by Management. The Union may not take charge of the meeting.

SECTION D. Authorized Representatives of the Union who are not active Employees may, at reasonable times, subject to national security regulations and existing or future visitor control procedures, be allowed to visit AAFB for the purpose of accomplishing official Union business. The Local President or designee will request the Wing Commander's approval for each visitation as far in advance as possible. Each request will include the name of the Representative, status within the Union, the purpose of the visit and person(s) or Employee group with whom the visit is desired.

SECTION E. The Union will be afforded the opportunity to have a Representative(s), as mutually agreed between the Parties, on standing or newly organized committees chaired by Management which have an input on personnel policies or practices or other conditions of employment affecting unit Employees. The Employer retains the right, however, to restrict membership on committees concerned with exercising reserved Management rights to members of Management. Union members seated on such committees as described above will be expected to participate equally in the efforts of the committee and will be granted equal authority to make recommendations and to vote, when appropriate, to accept or reject the proposal before the committee.

SECTION F. A reasonable number of Stewards shall be designated by the Union, but not to exceed 1 per 25 Employees. The Union Stewards shall be who are in the bargaining unit. The Union shall supply Management with at written Employees list of Stewards and elected officials. The Union will maintain the currency of the list and supply Management with written designation letters for any other committee appointments or position designation they maintain when requested.

SECTION G. The Steward or Representative may receive complaints and grievances of Employees on Government time and property. The Employer will provide a private meeting facility, such as an office at or near the work area involved, where an aggrieved Employee can talk privately with his or her Union Representative. It is agreed there shall be no restraint, interference, coercion or discrimination against the Steward or Representative because of the performance of such duties. Stewards or Representatives will not use their offices for matters outside the scope of this Negotiated Agreement.

SECTION H. Should it be necessary for a Union Steward or Representative to leave his/her work area to conduct business authorized by this Negotiated Agreement, he/she shall first obtain permission from his/her Supervisor and the Supervisor of the section of the Employee to be visited. Supervisors will not unreasonably refuse permission. To the extent possible, a Steward or Representative will advise his/her Supervisor in advance of prescheduled meetings or consultations. When the Union Representative needs to leave the work site and his/her Supervisor is temporarily absent from the site, the Representative will use the process designated by the Supervisor for requesting absence/leave from work.

SECTION I. Reasonable time during work hours will be granted to Union Representatives and aggrieved Employees for attendance at meetings with Management officials. Reasonable time will also be allowed for Representatives to meet with Employees to discuss grievances and other appropriate matters authorized by this Negotiated Agreement. If a Union Representative is normally on duty status during a shift that would prevent them from participating in negotiations or hearings in a duty status, Management may elect to assign the individual to a tour of duty which may be an uncommon tour of duty, which would permit the individual to participate in the negotiations or hearings in a duty status provided:

1. Both Parties agree to the tour of duty, and
2. The tour of duty won't adversely impact mission effectiveness/accomplishment.

SECTION J. It is agreed that no internal Union business will be conducted on official duty time. Soliciting membership, collecting dues, electing officers, meetings, and posting/distributing internal Union business literature may be conducted during the non-duty hours of the Employees involved (before/after work hours, or non-paid lunch period).

SECTION K. It is agreed that the President of the Union or his/her designee is authorized to consult with the Air Mobility Wing (AMW) Commander, Altus AFB, or his/her designee on matters which may be of such gravity that such action is warranted.

SECTION L. Union Representatives, Official Time and Representational Duties.

1. Authorized time allotted for representational purposes for the Union President (or designee) will equate to 2087 hours per calendar year.
2. Additional time may be granted if reasonable and/or necessary and approved by the Supervisor in coordination through the LRO.
3. When acting as a Representative of an Employee in a disciplinary action, EO proceeding or other statutory appeals process, use of official time shall not be included in this general limit, and will be granted as stated in appeals/complaints or directives.
4. Subject to mission requirement, leave without pay (LWOP) may be granted to members of the Union to serve with the District/National AFGE. Grants of LWOP will not exceed one year unless approved by the Wing Commander.
5. Mutually beneficial meetings will not be counted against official time. Examples would include but not be limited to Partnership Council, Labor Management Working Group, Human Relation Climate Assessment Subcommittee (HRCAS), etc.

SECTION M. Formal Training.

1. The Employee agrees to grant the Union no less than 100 days of official time per year for mutually beneficial training. The Employer agrees that this figure may include travel to and from the training. Anything in excess of 100 days will be considered on a case-by-case basis. All requests for time-off to attend training sessions are subject to mission requirements.
2. When members of Management are scheduled for Labor Relations training which does not prohibit bargaining unit members, the Employer will notify the Union and may afford the Union the opportunity to attend the training. Training provided by the Agency will not be counted against the Union's administrative leave balance. Travel with per diem is included in allowed official time for mutually beneficial training provided by the Employer. All training is subject to availability of funds.
3. Up to two (2) Union Representatives will be authorized as observers at arbitrations or other statutory legal hearings for training purposes, at the Union's request. The requirements outlined in this Article will apply.

SECTION N. Procedures for Requesting Time-Off for Formal Training.

1. Requests for Union officers, Stewards or other Union Representatives to attend the training described above will be submitted in writing to the LRO or designee at least seven (7) workdays in advance of the training date, if possible. Such requests will be signed by the Union President or designee and will include the following:

- a. Names of the Employees requesting training,
 - b. Inclusive dates of the training and travel,
 - c. Location of the training, and
 - d. Agenda or subject matter(s) to be covered.
2. The LRO or designee will notify the Employees' Supervisor(s) when official time is requested. The Supervisor will determine if mission requirements will allow the individual to attend the training requested and will notify the Employee(s) and LRO of his/her decision. The Union will be notified in writing no later than (NLT) five (5) workdays from the date of the request, if possible.

SECTION O. Communication.

1. Email:
 - a. The Union may communicate with Agency officials, BUEs, neutral third parties, or members of the public via the Agency's email system. The Union will comply with all security measures and government-wide laws and regulations enforced on other users.
 - b. The Union may send messages to more than one recipient at a time under the same restrictions enforced on other users.
 - c. The Union will be judicious in the use of attachments to email messages. Attachments will be kept to a reasonable size, with the understanding that some files, like arbitrators' decisions, may be large.
 - d. Consistent with 18 USC 1913, electronic mail transmissions shall not be used to urge or promote lobbying activities, either in support of or in opposition to any legislation or appropriation of Congress.
2. Distribution of Literature: Official publications of the Union, which may include newsletters, fliers, or other notices may be distributed on Agency property by Union Representatives during approved official time or non-duty time. Where available, Union Representatives will use centralized Employee mail slots/drops to distribute Union publications. Distribution shall be accomplished so as not to disrupt operations. All such materials shall be properly identified as official Union issuances.
3. Mail: Consistent with postal regulations, the Union shall have use of Agency metered mail limited to labor relations representational matters. This, however, does not include matters relating to internal Union business, or other types of mailings such as express, overnight, registered, certified mail, etc., except where required to meet timeframes imposed by a third party (e.g., Equal Employment Opportunity Commission, arbitrator,

Federal Services Impasses Panel, Federal Labor Relations Authority) or by the National Agreement.

ARTICLE 9

AGENCY – UNION COOPERATION

SECTION A. The Agency and the Union agree to engage in Partnership with joint interests in negotiating issues and resolving disputes. They agree to use traditional bargaining (interest-based or positional based bargaining) and pre-decisional bargaining when it is appropriate and constructive.

SECTION B. The Agency and the Union recognize that they have a common interest in such matters as elimination of waste; the conservation of materials, supplies and equipment; the improvement in quality of workmanship and services; the maintenance of effective Supervisor-Employee communications; the maintenance of an atmosphere in which every Employee can give a day's work for a day's pay; the correction of conditions that give cause for grievances and misunderstandings; the encouragement of courtesy in the relations of Employees with the public; the safeguarding of health; the prevention of hazards to life and property; the betterment of employment conditions; and the strengthening of morale in the service.

SECTION C. The Agency and the Union agree to establish a Labor-Management Partnership Council at base level. The Union retains the right to bargain on purpose, composition and charter of the Council. The primary purpose of the Council will be to continue to improve AAFB, to ensure the highest quality of service, to identify problems and craft solutions to better serve the customers and mission of AAFB, and to improve Labor-Management cooperation by forming a partnership supportive of the above. To meet this responsibility, the Parties agree to establish "A Good Government" standard to be applied to this Negotiated Agreement and all further bargaining on Labor-Management matters. The Good Government Standard requires that all actions, solutions, or recommendations flowing from this Negotiated Agreement or as a result of the application of this Negotiated Agreement shall promote increased quality and productivity, customer service, mission accomplishment, efficiency, and military readiness. Furthermore, consideration must be given to the quality of work-life, organizational performance, and empowerment of Employees.

SECTION D. The Union will be kept apprised of technological advances that affect the working conditions of BUEs.

SECTION E. When members of the Agency are scheduled for Labor Relations training which does not prohibit BUEs, the Agency will afford the Union the opportunity to attend the training as well. The Union will be provided a course syllabus. When members of the Union are scheduled for local Union training which does not prohibit Non-BUEs, the Union will afford the Agency the opportunity to attend the training as well. The Agency will be provided a course syllabus. When Labor Relations training conducted off station becomes available, any expenses incurred will be at the Agency's and Union's own expense unless mandated otherwise.

SECTION F. Unfair Labor Practice (ULP) is the failure of either the Union or the Agency to bargain in good faith on a particular issue. Notification of the intent to file the ULP will be given by either Party so that the Union and Agency can make every effort to settle the ULP at the lowest appropriate level prior to submission.

SECTION G. The Agency agrees to keep the Union President or his/her designated Representative notified of upcoming facility working groups/boards which impact personnel policies, procedures, or matters affecting working conditions of Employees in the Bargaining Unit.

SECTION H. The Agency agrees to provide 10 initial printed copies and 1 electronic copy of this Negotiated Agreement to the Union for distribution. The Agency also agrees to email every BUE that is employed at AAFB with a Portable Document Format copy and link to access the document electronically. Employees will also be allowed to print a copy in their work sections. The Agency agrees to give the Union opportunity to distribute this Negotiated Agreement to new Employees during New Employee Orientation, in keeping with the intent of Section C of this Article, to inform new Employees of their rights. Agency agrees to permit Union officers and Representatives to distribute this Negotiated Agreement during rest/lunch breaks and/or other agreeable duty times.

SECTION I. It is agreed that Employees have the right to read any published regulation affecting personnel policies, practices, and working conditions, including this Negotiated Agreement in their work section during duty time, but it must not interfere with work assignments.

SECTION J. The CPS will present the following information to new Employees during orientation:

1. Title VII of the Civil Service Reform Act (CSRA) outlines the program for Labor-Agency Relations in the Federal Service.
2. Section 7102 of the Federal Service Labor-Management Relations Statute provides that each Employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without penalty of reprisal, and each Employee shall be protected in the exercise of such right.
3. AAFB policy ensures that the above rights are protected for all base Employees.
4. AFGE, Local 2586 has base-wide recognition for an exclusive unit of eligible Employees.

ARTICLE 10

DISCIPLINARY AND ADVERSE ACTIONS

SECTION A. The Agency and the Union recognize that in the best interest of the organization, Employees must meet standards of conduct. The Parties agree that the concept of discipline is designed to correct and improve behavior, so as to promote the efficiency of the service. Disciplinary and adverse actions will be consistently applied. If the Agency believes that disciplinary or adverse action is necessary, such action will be initiated in a timely manner after the offense is committed or made known to the Agency. In all cases of proposed adverse action, the Employee is responsible if, he/she so chooses, to notify the Union of the proposed disciplinary/adverse action. The basic procedures and rights of the Employees, as described by law, instruction, and this Negotiated Agreement, shall apply in handling disciplinary/adverse actions. The Parties agree that discipline/adverse actions will be appropriate for the circumstances, all evidence examined, and immediate notification to the Employee(s) once action has been initiated. The Union and the Agency will inform the Employee of their rights in any discipline or adverse action.

SECTION B. Disciplinary/Adverse actions should not to be retaliatory in nature. The concept of progressive discipline, which is designed primarily to correct and improve Employee behavior, will guide Managers in making decisions regarding discipline. A common pattern of progressive discipline is reprimand, short term suspension, long term suspension and removal. Any of these steps may be bypassed when mitigating factors and/or the severe nature of the behavior makes a lesser form of discipline inappropriate.

1. Depending on the severity of misconduct, discipline may be preceded by counseling or oral warnings which are informal in nature, and may or may not be recorded. All records kept for this type of discipline may be removed at any time once the Employee has shown improvement. Counseling will be conducted privately and in such a manner as to avoid embarrassment to the Employee.
2. The deciding official will be at a higher level of Management than the proposing official for an adverse action.

SECTION C. Any Employee who is alleged to have committed an offense, or is a witness of such an offense who is interviewed will be told that the interview is a fact-finding inquiry. Signed statements will be obtained from any Employees, Management officials or others who are interviewed. All Employees being interviewed will be told the subject matter of the interview with as much specificity as possible. Only written statements with signatures may be used as supporting documentation for disciplinary/adverse actions.

SECTION D. In cases where a disciplinary or adverse action is proposed for reasons of off-duty misconduct, the Agency's written notification will also contain a statement of the nexus between the off-duty misconduct and the Employee's official position. The notification will describe why and how there is a connection between the specific off-duty misconduct and the efficiency of the service. (As example, a ticket for speeding or DWI during off-duty that led to an arrest must

impact the Employee's government job and interfere with the efficiency of the service so as to warrant disciplinary or adverse action.)

SECTION E. "Last Chance Agreements" refer to situations in which the Agency agrees to place a proposed disciplinary or adverse action against an Employee in abeyance in exchange for the Employee's agreement to conform to certain conduct expectations for a set period of time. The understanding is that if the Employee does not meet his or her obligation under the agreement, then the Agency is free to impose the proposed disciplinary or adverse action. The probationary period called for in the Last Chance Agreement will not exceed one (1) year. However, a lesser length of time may be negotiated by the Employee or his/her designated Representative and the Agency.

Prior to offering an Employee a Last Chance Agreement, the Union will be notified and given an opportunity to be present at any meeting in which the Employee is offered such an agreement.

ARTICLE 11

ALTERNATIVE DISPUTE RESOLUTION (ADR)

SECTION A. Commitment. The Union and Management are committed to the use of Alternative Dispute Resolution (ADR) problem-solving methods to foster a good labor-management relationship. The Union and Management should be committed to the use of ADR problem-solving methods as a priority to resolve disputed matters. Those involved in the development and use of an ADR system shall be trained in the principles and methods of ADR.

SECTION B. Definitions and Intentions.

1. ADR is an informal process which seeks early resolution of Employee(s), Union and Management disputes.
2. Any ADR process must be jointly supported by the Union and Management. ADR should be effective, timely and efficient. It should focus on conflict resolution and problem-solving and foster a cooperative labor-management relationship. Participation in the ADR process is voluntary for BUEs. Both Parties agree that ADR will not replace the Negotiated Grievance Procedure.

SECTION C. Rights and Responsibilities.

1. The Union and Management have the responsibility of advertising to the organization the ADR option to resolve disputes. ADR should be undertaken in good faith and encouraged by both Parties.
2. Employees may utilize the ADR process to resolve individual concerns without the consent of Union or Management. If no resolution is achieved through ADR, the Employee has the right to follow the Negotiated Grievance Procedures.

3. Disputes resolved by ADR are binding when written and signed by all involved Parties. The Union and Management, with the consent of the Employee, will have a right to participate in all stages of the ADR process. This is in addition to an Employee's right to Union representation.
4. ADR resolutions shall not set precedent. Resolutions under ADR cannot conflict with or supersede this Negotiated Agreement.

SECTION D. Implementation.

1. ADR resolutions must state the objectives of all Parties as well as a commitment from all Parties to resolve their disputes in a non-adversarial environment.
2. The Parties shall jointly adopt an ADR problem-solving method that will include mutually agreed upon third parties. ADR methods may include but are not limited to, early neutral evaluation, mediation, interest-based problem solving, peer review, conciliation, facilitation and neutral fact-finding.
3. ADR methods may be used prior to or during grievance/ arbitration or statutory appeal. In the use of ADR processes, contractual timeframes will be extended by mutual agreement. Statutory timeframes can be extended IAW applicable rules and laws.

ARTICLE 12

NEGOTIATED GRIEVANCE PROCEDURE

SECTION A. The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances.

Alternate Dispute Resolution (ADR): In each case, before formal grievance procedures are begun, ADR may be advocated as a preferred option. If ADR techniques are used, the grievance timeline will be extended by the same number of days as the Parties were engaged in ADR. ADR should be completed within 15 days except when delayed through no fault of the Union or Management officials. For ADR processes refer to the "Alternative Dispute Resolution" Article.

SECTION B. Management and the Union agree that:

1. The success of their relationship depends on a spirit of cooperation. Grievances do occur and shall be addressed in order to maintain a harmonious work environment.
2. The filing of a grievance shall not reflect unfavorably on an Employee's good standing, an Employee's performance, or his/her loyalty to the organization. Grievances should not be viewed as personal attacks on Supervision or other Managers and should not negatively reflect on his/her credibility or ability to perform.

3. Most grievances arise from misunderstandings or disputes that can be settled promptly and satisfactorily on an informal basis with the immediate Supervisor. Management and the Union agree that every effort will be made to settle grievances at the lowest possible level.
4. Management and the Union will discourage the processing of frivolous grievances.

SECTION C. A grievance means any complaint:

1. By any Employee concerning any matter relating to the employment of that Employee;
2. By the Union concerning any matter relating to the Employment of any Employee; or
3. By any Employee, the Union, or the Employer concerning:
 - a. The effect or interpretation or a claim of breach of a collective bargaining agreement;
 - b. Any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment;
4. Except that it shall not include a grievance concerning:
 - a. Any claimed violation relating to prohibited political activities; or
 - b. Retirement, life insurance, or health insurance; or
 - c. A suspension or removal for national security reasons, 5 USC Section 7532; or
 - d. Any examination, certification, or appointment relating to initial employment; or
 - e. The classification of any position which does not result in the reduction in grade or pay of an Employee; or
 - f. Non-selection from a group of properly ranked and certified candidates; or
 - g. Written notices of proposed actions which, if affected, would be grievable under this Negotiated Agreement;
 - h. Separation of Employees during the initial probationary period; or
 - i. Termination of temporary Employees; or
 - j. A RIF action appealable under 5 Code of Federal Regulations (CFR), Part 351; or
 - k. An action terminating a temporary promotion and returning the Employee to the

position from which temporarily promoted or to a position equal in grade and pay to the position from which temporarily promoted.

SECTION D. This negotiated procedure shall be the exclusive procedure available to the Union and the Employees in the bargaining unit for resolving such grievances, except as provided in Section E of this Article. If an Employee presents a grievance directly to Agency Management for adjustment consistent with the terms of this Negotiated Agreement, the Employer will notify the Union so they may, at their discretion, have an observer present on official time.

SECTION E. An aggrieved Employee affected by discrimination, a removal or RIF based on unacceptable performance, or an adverse action may at his/her option raise the matter under a statutory appellate procedure or the negotiated grievance procedure, but not both. For the purposes of this section and pursuant to Federal Labor Relations Authority (FLRA) Section 7121(e)(1) an Employee shall be deemed to have exercised his/her option under this section only when the Employee files a timely notice of appeal under the appellate procedure or files a timely grievance in writing under the negotiated grievance procedure.

SECTION F. Disputes on the grievability or arbitrability of an issue shall be resolved IAW the provisions of this Negotiated Agreement. Any rejection of a grievance on the grounds that it is not a matter subject to this grievance procedure shall be initiated at Step 4. Disputes over grievability or arbitrability, which are not settled by Step 5, will be referred to arbitration as a threshold issue in the related grievance.

SECTION G. Procedures for Employee Grievances.

Step 1. The grievance shall first be taken up orally or in writing by the concerned Employee or Union Representative with the appropriate Supervisor in an attempt to settle the matter. The appropriate Supervisor is normally the Supervisor who is at the lowest level in the chain of command. When a grievance concerns a Supervisor in the chain of command, the Employee may present the grievance to the next-level Supervisor as **Step 1**. If the grievance is made orally the concerned Employee or Union Representative must explicitly inform the Supervisor that the meeting constitutes a **Step 1** grievance. If no resolution can be reached and the presentation was made orally, the Union will present mutually agreed upon meeting notes to be signed by all Parties to the Supervisor as a record of the grievance. Grievances must be presented within 15 working days from the date the Employee or Union became aware of the grievance. The Union Representative must be present if the Employee so desires. However, if an Employee presents a grievance directly to Agency Management for adjustment consistent with the terms of this Agreement, the Agency will notify the Union so they may, at their discretion, have an observer present on official time. The Supervisor will give his/her decision within 10 working days after the presentation of the grievance.

Step 2. If the matter is not satisfactorily settled at **Step 1**, the concerned Employee or

Union Representative may, within 5 working days after receipt of the Step 1 decision, submit the matter in writing to the Flight Chief, Flight Commander or other equivalent level of supervision in the organization. This Supervisor shall give the Union Representative a written answer within five (5) working days after receipt of the grievance.

Step 3. If the matter is not satisfactorily settled at Step 2, the concerned Employee or Union Representative may, within five (5) working days after receipt of the Step 2 decision, submit the matter in writing to the Squadron Commander/Division Chief. The Squadron Commander/Division Chief shall give the Union Representative a written answer within five (5) working days after receipt of the grievance.

Step 4. If the grievance is not satisfactorily settled at Step 3, the concerned Employee or Union Representative may, within five (5) working days, forward the grievance to the Group Commander or equivalent (Director of Maintenance). The Group Commander or Director of Maintenance will meet with the Union Representative and the aggrieved Employee within ten (5) working days after receipt of the grievance. The Group Commander/Director of Maintenance will consider the grievance and give the Employee or Union Representative a written answer within five (5) working days after the meeting.

Step 5. If the grievance is not satisfactorily settled at Step 4, the concerned Employee or Union Representative may, within five (5) working days, submit the matter in writing to the AMW Commander or designee. The AMW Commander or designee will meet with the Union Representative and the aggrieved Employee within five (5) working days after receipt of the grievance. The AMW Commander or designee will consider the grievance and give the Union Representative a written answer within ten (5) working days after the meeting.

Arbitration. If the grievance is not satisfactorily settled at Step 5, the Union or the Employer may refer the matter to arbitration IAW the "Arbitration" Article in this Negotiated Agreement. All time limits in this Article may be extended by mutual consent and will normally be granted for a reasonable period. Failure of the Employer to observe the time limits shall entitle the Union to advance the grievance to the next step.

SECTION H. Union Grievances.

1. The Union President or designee may request a meeting directly with the installation commander or designee in order to submit a Union grievance.
2. The base LRO shall be copied on any communication to the installation commander, or designee.
3. The installation commander or designee will meet with the Union Representative as soon as possible, but NLT five (5) working days after receipt of the grievance.

4. The installation commander or designee shall give the Union a written decision within 10 working days after the meeting.
5. If the grievance is not satisfactorily settled by this method, the Union may refer the matter to arbitration IAW the “Arbitration” Article in this Negotiated Agreement.

Either Party may have appropriate Union, Legal, or Employer Representatives present during such meetings. Nothing in this Section shall preclude lower level supervision from resolving grievances informally with the Union.

SECTION I. Employer Grievances.

1. Employer grievances are submitted in writing by the installation commander, or designee, to the Union President.
2. The base LRO shall be copied on any communication to the installation commander or designee.
3. The Union President or a designee will contact the Employer to arrange an in-person meeting as soon as possible, but NLT five (5) working days after the receipt of the grievance.
4. The Union shall give a written decision within ten (10) working days after the meeting. If the grievance is not satisfactorily settled by this method, the Employer may refer the matter to arbitration IAW the “Arbitration” Article in this Negotiated Agreement.

Either Party may have appropriate Union, Legal, or Employer Representatives present during such meeting. Nothing in this Section shall preclude lower level supervision from resolving grievances informally with the Union.

ARTICLE 13

ARBITRATION

SECTION A. If the Employer and the Union fail to settle a grievance processed under the negotiated grievance procedure, such grievance, upon written request by either the Employer or the Union, within 30 calendar days after issuance of the final decision, shall be submitted to arbitration.

SECTION B. Within 10 working days from the date of the request for arbitration, the Party requesting the arbitration shall request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) impartial persons qualified to act as arbitrators. The Parties shall meet within five (5) working days after receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's

name from the list of seven (7) and will repeat this procedure until one (1) person remains that shall be the duly selected arbitrator. The Party to strike first will be determined by the flip of a coin.

SECTION C. The FMCS shall be empowered to make a direct designation of an arbitrator to hear the case in the event:

1. Either Party refuses to participate in the selection of an arbitrator; or
2. Upon inaction or undue delay on the part of either Party.

SECTION D. If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission, and the arbitrator shall determine the issue or issues to be heard.

SECTION E. The arbitrator's fee and the expenses of the arbitration, if any, shall be borne equally by the Employer and the Union. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic workweek. All participants in the hearing shall be in a duty status, providing their participation is during their assigned tour of duty IAW the "Union Rights, Responsible and Representation" Article in this Negotiated Agreement.

SECTION F. The arbitrator will be requested to render his/her decision as quickly as possible, but in any event not later than 30 days after the conclusion of the hearing unless the Parties mutually agree to extend the time limit.

SECTION G. The arbitrator's award shall be binding on the Parties. However, either Party may file exceptions to an award with the FLRA, under regulations prescribed by the Authority and Section 7122 of the CSRA. The filing of an exception is just basis for delaying implementation of the award until the exception is acted upon by the Authority.

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

SECTION I. If mutually agreed by the Parties, arbitration under this Article may be conducted as an oral procedure with no verbatim transcript and no filing of briefs.

SECTION J. Absent a negative arbitrator's decision upon the arbitrability of a grievance, the arbitrator shall hear arguments regarding both the arbitrability and the merits of the case at the same hearing. However, the Parties may mutually agree otherwise in instances such as highly complex cases, which would involve several days of hearings.

SECTION K. Only the Union or the Employer will decide who represents them under this Article.

ARTICLE 14

PROMOTIONS

USAF promotion policy is based in strict conformance with merit principles specified in Title 5 CFR, Part 335, Promotion and Internal Placement. This article provides a uniform and equitable means of referral and selection for all placement actions according to merit principles under the merit promotion procedures. It is of interest to Employees and Employee Representatives, Supervisors, CPS staff and other Management officials of AAFB.

SECTION A. Key Principles. Supervisors have a right to select or non-select candidates using merit principles and governing directives to determine selection or non-selection. The CPS will ensure Employees are kept informed about the merit promotion program, its provisions and procedures annually. The Employer will use competitive procedures consistent with merit principles. When the selection process in an organization indicates merit principles are not being observed, the Employer may postpone processing the action until an appropriate inquiry is completed.

SECTION B. Merit Promotion Procedures. The Parties agree that the purpose of the promotion plan is to assure that Employees have the opportunity to develop and advance to their full potential according to their capabilities. This could include restructuring vacant positions to the sub-journeyman level, with promotion potential. Consideration is given to input from Employees and the Union in developing and establishing merit promotion procedures. The Union is entitled to conduct I&I bargaining within established time frames for local policies governing the Merit Promotion Procedures. Every effort will be made to minimize adverse impact.

SECTION C. Actions Subject to Competition. The following actions will be processed using competitive procedures:

1. Promotions or temporary promotions of more than 120 calendar days.
2. Details to higher graded positions for more than 120 calendar days.
3. Reassignment or change to a lower grade to a position with promotion potential to a grade higher than the grade last held in a non-temporary position in the competitive service.

SECTION D. Actions NOT Subject to Competition/Career Ladder Promotions.

1. When an Employee was earlier selected under competitive promotion procedures for a position with promotion potential;
2. Promotion resulting from successful completion of a training program for which the Employee was competitively selected (i.e., Career Ladder promotion/Pathways, Grow Your Own Mechanic, etc.);

3. When a classification review results in the position being graded at a higher level provided:
 - a. There is clear evidence the new position is a successor to the former position;
 - b. The Employee meets all requirements for promotion; and
 - c. There are no other Employees serving in a similar job or identical position to which the higher-level duties could be assigned.
4. Temporary promotions or detail to a higher position for 120 calendar days or less;
5. Re-promotion or temporary promotion of an Employee for more than 120 days to a grade level previously held on a permanent basis, unless the Employee was demoted for reasons related to performance or misconduct;
6. Promotion of an Employee as a result of an appeal decision awarding priority placement or other compensation.
7. Permanent promotion to a position held under a temporary promotion provided:
 - a. The assignment was originally made under competitive procedures, and
 - b. Vacancy announcement indicates that position may be converted to a permanent position.

SECTION E. Developmental Opportunity Program (DOP).

1. It is the Employer's policy to design, administer and support career advancement opportunities for lower-grade level civilian Employees IAW governing directives.
2. The DOP is designed to help Employees reach their full potential and productivity and to fulfill the USAF mission.
3. Lower-graded Employees will be given the chance to gain the skills needed to compete for higher-level positions IAW applicable USAF publications. Employees with potential but lacking qualifications can become qualified for current or projected positions through competitive selection for mission-supportive job experience, education and on-the-job training.

SECTION F. Vacancy Announcements.

The time limits for filing for a posted vacancy are as follows:

1. Open Continuous Announcements – an Employee may file at any time as outlined on the vacancy announcement.

2. Individual Announcements – when Employees fax in their applications, they must be date/time stamped by the closing date shown on the vacancy announcement.
3. Vacancy announcements may include:
 - a. Statement of nondiscrimination;
 - b. Announcement number and posting and closing dates;
 - c. Position number(s); title(s), series and grade(s);
 - d. Number of anticipated vacancies to be filled;
 - e. Area of Consideration;
 - f. Tests to be used, if any;
 - g. Description of promotion potential, if any;
 - h. Who may apply;
 - i. Geographic location;
 - j. Whether or not relocation expenses will be paid;
 - k. Summary of the duties of the position;
 - l. Summary of eligibility and qualification requirements;
 - m. Permanent or temporary nature, and, if temporary, the duration and if the promotion may be made permanent;
 - n. Special working conditions, such as tour of duty, travel requirements, expected overtime, etc.;
 - o. A statement that the position is/is not in the bargaining unit;
 - p. The different levels at which the position may be filled if it is a multiple-level announcement;
 - q. A statement as to whether the position is subject to drug testing; and
 - r. A statement identifying if the position is sensitive/non-sensitive or if the appointment is subject to reappointment investigation.

SECTION F. Identification of Candidates.

1. Employees must apply in order to be considered for a position listed under a vacancy announcement. It is the Employee's responsibility to check various vacancy listings to ensure they are considered for positions. Employees will be excluded from consideration if they have not apply by the closing date of the vacancy.
2. Job listings may be obtained from the USA Jobs website (www.usajobs.gov).
3. Employees will be provided reasonable access to computer networking resources. A reasonable amount of duty time will be permitted for accessing the USA Jobs website.

SECTION G. Scope of Competition.

Each vacancy will be advertised in a geographic/organizational area large enough that a reasonable number of highly qualified candidates may be anticipated and given an opportunity to compete.

SECTION H. Certification.

1. Priorities will be considered in accordance with AFMAN 36-203, Staffing Civilian Positions.
2. Included with each certificate will be a resume' package for each candidate. A copy of the list of candidates will be provided to the Union in alphabetical order, upon request.

SECTION I. Interviews.

1. If the selecting official chooses to interview, he/she may interview one or more of the candidates on the certificate. It is not required that all candidates be interviewed but for those who are, the same interview questions will be used.
2. All questions used in a selection interview must be job or Knowledge Skills and Abilities related.
3. If all candidates are not interviewed, the selecting official must be able to explain reasons for his/her decision. Selecting officials are encouraged to utilize the interview process whenever possible.
4. The selecting official is encouraged to maintain records of the process used to make selection and the reasons for non-selection(s), for no less than 30 days after the selection is made.
5. When a face-to-face interview is not possible, a telephone interview is acceptable.

SECTION J. Selection/Record Maintenance.

1. The selecting official has the right to select or not select any candidates referred. The selection shall be based solely on job-related criteria.
2. In accordance with 5 CFR 335.103(b)(5), a file sufficient to allow for reconstruction of the competitive action will be kept for two years at the Air Force Personnel Center (AFPC), unless there is a grievance or complaint pending on the particular promotion action, in which case the file will be kept pending final decision of the grievance or complaint.

ARTICLE 15

EQUAL EMPLOYMENT OPPORTUNITY

SECTION A. The Employer and the Union agree to cooperate in promoting equal opportunity for all qualified persons, to prohibit discrimination because of sex, race, religion, color, age, political affiliation, status as a parent, marital status, handicap or disability, sexual orientation, national

origin, or genetic information as defined by the Genetic Information Nondiscrimination Act. Further, the Employer and the Union agree to promote a full realization of equal employment opportunity through a positive and continuing effort.

SECTION B. The Employer has established a HRCAS to promote mission effectiveness and strengthen work environments by identifying and resolving human relations issues impacting our total force team. A Union Representative will serve on the HRCAS. The subcommittee oversight falls under the local EO office and will meet quarterly at a minimum, to capitalize on cross-functional collaboration to analyze trends, share pertinent data and make recommendations, as necessary.

SECTION C. The Chairperson will furnish the Union a copy of minutes of each HRCAS meeting.

ARTICLE 16

SENIORITY

The term seniority as used in this Negotiated Agreement means computed time for Service Computation Date (SCD) as it appears on the Employee's leave and earning statement, DFAS Form 1, Block titled SCD LEAVE. This article will apply to any required seniority selections not specifically addressed elsewhere in this contract.

SECTION A. Rotational Systems Based on Seniority. In instances where an excess number of qualified Employees volunteer for overtime, TDYs, details, training, holiday work, or request leave, Managers will:

1. Make and maintain a list of qualified Employees ranked based on Seniority for each function that requires a Seniority-Based Rotational System Roster.
2. Rank the Employees with those of higher seniority outranking those of lower seniority.
3. Afford each qualified top-ranking Employee the opportunity to accept or decline.
4. After a qualified Employee accepts or declines, that Employee is moved to the bottom of the list and will move up through the list as the rotation continues.
5. Repeat steps 3 and 4 until Management has received a sufficient number of volunteers.
6. On subsequent rotations, Employees will be ranked based on what their position was when the last rotation was stopped. Managers will repeat steps 3 and 4 until Management has received a sufficient number of volunteers.

SECTION B. Rotational Systems Based on Reverse-Seniority. In instances where an insufficient number of Employees volunteer for overtime, TDYs, details, training, holiday work, or request leave, Managers will select volunteers first and then:

1. Make and maintain a list of ranked qualified Employees for each item that requires a Reverse-Seniority Rotational System Roster.
2. Rank the Employees with those of lower seniority outranking those of higher seniority.
3. Select the qualified top ranking Employee who is not on leave to perform the duty.
4. After a qualified Employee performs the duty, that Employee is moved to the bottom of the list and will move up through the list as the rotation continues.
5. Repeat steps 3 and 4 until Management has received a sufficient number of Employees.
6. On subsequent rotations, Employees will be ranked based on what their position was when the last rotation was stopped and Managers will repeat steps 3 and 4 until Management has received a sufficient number of Employees.
7. Management retains the right to skip qualified Employees in the rotation due to hardships the Employees may face.

SECTION C. Placement in Rotational Lists of New Employees. Employees will be inserted into the current rotation based upon the Employee's SCD.

SECTION D. Tie Breaking by Seniority. Where ties exist after application of appropriate evaluation and ranking factors, such ties will be broken by:

1. RIF SCD
2. Time at activity
3. Time in grade
4. Time in assigned position
5. Coin Toss

If the tie is to be broken utilizing the coin toss (Section D, Step 5), the affected Employee(s) may request a Union Representative be present to observe.

ARTICLE 17

CIVILIAN PERFORMANCE AND PROMOTION APPRAISALS

SECTION A. At the beginning of the rating cycle or any time during the rating period when performance elements/standards or rating officials change, each Employee will be provided his/her Performance Plan on the DD Form 2906, DoD Civilian Performance Plan, Progress Review and Appraisal (via myPerformance Tool), and a copy of his/her Standard Core Personnel Document (SCPD)/Core Personnel Document (CPD). Each performance plan must contain sufficient elements/standards to describe critical performance requirements of the position using SMART criteria (Specific, Measurable, Achievable, Relevant and Timely). The critical elements

are work assignments or responsibilities of such importance that unacceptable performance on the element/standard would result in a determination that the Employee's overall performance is unacceptable. Such performance may result in an Employee's assignment to a Performance Improvement Plan, which may become the basis for removing, reassigning, or demoting the Employee, without regard to other performance elements, IAW Air Force Instruction (AFI) 36-1002, *Performance Management and Appraisal Program Administration in the Air Force*. A performance element/standard is an approved expression of the performance threshold(s), requirement(s), and expectation(s) that must be met to be appraised at the fully successful level of performance. A performance standard may include, but is not limited to, quality, quantity, timeliness, and manner of performance.

SECTION B. The civilian performance management program and its application will be fair, equitable, reasonable and related to the Employee's position description. All performance ratings shall be in writing with a copy given to the Employee. Employees will be notified during the rating period when their performance does not meet established elements/standards, and Management will make a sincere effort to assist Employees in improving unacceptable performance. A progress review shall be held for each Employee at least once during the appraisal period using DD Form 2906, DoD Civilian Performance Plan, Progress Review and Appraisal via myPerformance Tool. Normally, this review will be conducted approximately mid-appraisal cycle. The Parties agree that organizations are encouraged to conduct progress reviews more often than required by this Article. Employees may request performance feedbacks and clarification of performance elements/standards at reasonable intervals. Progress reviews will be annotated on DD Form 2906, DoD Civilian Performance Plan, Progress Review and Appraisal via myPerformance Tool, and will be acknowledged by the Employee. The Employee's acknowledgement does not necessarily signify agreement.

SECTION C. Employees must have a rating of Fully Successful to be eligible to compete for promotion or other competitive in-service placement.

SECTION D. The Union shall be fully informed concerning studies conducted by the Employer concerning the Defense Personnel Management and Appraisal Program. The Union shall be given an opportunity to make comments and suggestions as to the method of conducting such studies and will be provided a copy of the results of any such studies.

ARTICLE 18

POSITION CLASSIFICATION AND CLASSIFICATION APPEALS

SECTION A. The Employer agrees that all positions will be reviewed on a periodic basis to insure that they are properly classified. The Union will encourage Employees to periodically review their SCPD/CPD for the position they are officially assigned to and to identify duties performed on a regular and recurring basis. Any duties and responsibilities performed on a regular and recurring basis which are not listed in the SCPD/CPD should be immediately brought to the first level Supervisor's attention. The same SCPD/CPD will normally cover all identical positions within the same organizational unit.

SECTION B. Upon receipt of information outlined in Section A of this Article, first level Supervisors will initiate appropriate action to have SCPD/CPD reviewed by a CPS Representative. If there are duties to be added or removed, the document will be sent to AFPC for a classification review. The Employee and the Union will be notified of any classification amendments to BUE SCPD/CPDs. The updated copy will be placed in the Supervisor's Employee Work Folder.

SECTION C. If the Employee or Supervisor disagree with the classification of a position, he/she may file a classification appeal. Only the pay plan, title, series or grade may be appealed IAW governing regulations. Before taking this action, the Employee should discuss the case with his/her Supervisor. If the Supervisor is unable to resolve the Employee's questions, the Supervisor will arrange for an interview between an HR Specialist and the Employee, if desired. The HR Specialist will advise and assist Employee on the procedural aspects of filing appeals as well as providing technical advice and assistance to all Supervisors and Employees concerning the appeal process. In an appeal, the Employee has the right to be assisted by a Representative of his/her choosing throughout the appeal process.

SECTION D. Filing a classification appeal does not deprive the Employee of his/her right to grieve any related adverse action through the appropriate grievance procedure.

SECTION E. All Employees are entitled to complete and accurate job descriptions that clearly and concisely state the major and grade controlling duties, responsibilities and supervisory relationships of the position. This will be provided to the Employee at the time of assignment and upon request.

SECTION F. The Union shall be notified when classification actions are to be taken which will have an adverse effect on the pay or status of Employees in the bargaining unit.

SECTION G. The Agency will apply newly issued OPM classification and job grading standards within the time allotted by OPM. The Union will be notified of the publication of new or changed classification standards along with any effects the changes may have to local BUEs. The Agency will notify the Union if/when new standards are applied to BUEs' positions.

SECTION H. All job descriptions and classification should be the latest version available through OPM. The Union will be provided with the justification for not using SCPDs.

SECTION I. The phrase "all other duties as assigned" in the Employee's job description shall be interpreted to mean primarily job related duties. SCPD/CPDs are not themselves assignments of work but merely a reflection of duties and responsibilities which an Agency has decided to assign to a position. The term "all other duties as assigned" is intended to cover duties which are reasonably related to the Employee's position and are of an incidental nature. If duties are already assigned to a particular position, they should not be accomplished or assigned to a different series on a regular or recurring basis.

SECTION J. Management actions such as major reorganization brought about by new methods which could result in position classification changes affecting working conditions of Employees

will be discussed with Union Representative prior to implementation. All such I&I negotiations will be completed prior to any changes being implemented.

ARTICLE 19

EMPLOYEE TRAINING

SECTION A. The Employer will plan and provide for training and development of Employees as required to accomplish the mission. This may involve many different types of training, such as refresher training, technical training, training in new or shortage skill categories, on-the-job training, computer literacy courses, as required by the job or new equipment, etc.. Employees will be selected for training according to needs and IAW merit principles set forth in appropriate law and regulations and this Negotiated Agreement.

SECTION B. All Employees will have the opportunity for career enhancement training and access to developmental resources that are provided by the Employer. Employees should discuss with the Supervisor available courses and training that may assist in self-development. If further information is needed, or if the Employee would like to develop an Individual Development Plan, he/she may direct any inquiries to the base education office.

SECTION C. The Employer will encourage Employees to:

1. Keep abreast of changes occurring in their field, craft, trade, profession, occupation or mission.
2. Participate in developmental activities in order to perform more effectively in current and future assignments. These developmental activities may include reassignment, job rotation, on-the-job training, classroom training, or computer literacy courses as required by the job or new equipment.

SECTION D. If an Employee fails to perform satisfactorily after a reasonable period of time in an assigned position as a result of a retraining program, every reasonable effort will be made to locate another position at the same grade level to which he/she may be reassigned.

SECTION E. If an Employee is not selected for overtime, holiday work, or detail IAW the “Seniority” Article due to training or qualification deficiencies, the Employer will afford that Employee the opportunity to receive any required on-the-job training within 180 days. The Employer will also consider formal training on a case-by-case and mission impact basis.

SECTION F. The Employer shall make every attempt to obtain training for Employees that is available during their basic work week, to include the use of Video Telephone Conferencing, correspondence courses, or other technological advances.

SECTION G. The Union will encourage Employees to:

1. Keep abreast of changes occurring in their field, craft, trade, profession, or occupation.
2. Participate in developmental activities in order to perform more effectively in current and future assignments. These developmental activities may include reassignment, job rotation, on-the-job training, classroom training, or computer literacy courses as required by the job or new equipment.
3. Realize that not all training and development is directly related to the Employee's job and the Employee has an independent responsibility for self-development and for informing their Supervisors of their accomplishments. Employees may update completed training in his/her electronic record.
4. Utilize and share new skills acquired through training with fellow Employees.

ARTICLE 20

AIR RESERVE TECHNICIANS (ARTs)

Employees assigned to an ART position in the bargaining unit operate under the same provisions as all other BUEs when not in military status. Since the Employees are never in both military and civilian status at the same time, conflicts should not occur; however, the Union and Management remain open to negotiate an MOU to cover issues unique to ARTs that are not already covered in this Negotiated Agreement.

ARTICLE 21

HOURS OF WORK

SECTION A. Days and Hours of Work.

1. Administrative Workweek:
 - a. The administrative workweek shall be seven (7) consecutive calendar days, Sunday through Saturday. It is understood that the official duty day hours are 0730-1630. Standard shifts and tours of duty already established by the Commander will remain in effect. Changes to these shifts and tours of duty will be kept to a minimum and will be made only when directed by the 97th AMW Commander or Designee. Before any change is put into effect, I&I bargaining will first be conducted with the Union. Changes in tours of duty shall be IAW applicable laws and government-wide regulations and publicized in the work area NLT one week prior to the change date. However, Management will make every attempt to provide the Employee with a 2-week notice prior to any change in shift or tours of duty. When it is not possible to post the schedule in advance, the Union will be informed of the reason.

- b. Employees will use the standard workweek and tour of duty, unless mission requirements necessitate a different workweek or the Employee is on an alternative work schedule (AWS).
- c. The occurrence of holidays shall not affect the designation of the basic workweek. If Management intends to change duty hours to accommodate AETC Family Days/liberal leave days, the affected Employees and the Union will be given a two week advance notice of the change. Every effort will be made to accommodate Employees claiming hardship by the change.

2. Duty Free Lunch Period:

- a. The lunch period, when an Employee is entirely free of duties, is not considered duty time for which compensation is paid. It will not exceed one (1) hour and shall not be scheduled to begin earlier than three (3) hours, nor end more than five (5) hours after the start of the shift or end less than three (3) hours prior to the end of the workday without the mutual consent of the Employee and the Supervisor.
- b. If it is necessary to require an Employee to work through his/her scheduled lunch period, Management will compensate the Employee for overtime IAW applicable law.

3. Paid Lunch Period:

- a. Where there is more than one (1) 8-hour shift in a 24-hour period and an overlapping of shifts to permit time off for lunch is not possible, Employees are authorized and on-the-job lunch period of 20 minutes.
- b. On-the-job lunch periods require that Employees spend his/her on-the-job lunch at or near his/her workstations. Under these conditions, the time covered by the 20-minute on-the-job lunch period is compensable.
- c. An Employee may request to be assigned to a tour of duty that does not include a duty-free lunch period. When the tour of duty does not include a duty-free lunch, the Employee will not work more than eight (8) hours per day or 40 hours per week unless assigned to an AWS under this Article or compensated by overtime regulations.

SECTION B. Rotational Shifts or Tours of Duty. Employees assigned to rotational shifts or rotational tours of duty shall have their schedule posted in the work area two (2) weeks in advance. When it is not possible to post the schedule two (2) weeks in advance, the Union will be informed of the reason. Schedules will be filled IAW the “Seniority” Article in this Negotiated Agreement.

- 1. Employees assigned to activities that use a shift rotation plan during the basic workweek shall normally be assigned to the same shift for a period of not less than four (4) weeks.

2. After 120 days on a specific shift (or at each 120-day interval thereafter) volunteers will be allowed to request a shift change. So far as this Section is concerned, Management retains the right to assign Employees to a particular shift for health, hardship, or educational reasons, regardless of the seniority or volunteer status of other Employees. The Union will be notified when seniority is not followed for shift changes.

SECTION C. Individual temporary changes in the established standard tour of duty will be distributed and rotated equitably among qualified Employees IAW the “Seniority” Article in this Negotiated Agreement. The Union may consult with the Supervisor concerning the equity. Temporary changes for educational purposes will be processed IAW appropriate regulations and this Negotiated Agreement.

SECTION D. Employees on an uncommon tour of duty with a two or three shift operation (7-day week) will have their tour of duty request arranged to allow each Employee two (2) consecutive days off.

SECTION E. Incidental duties directly connected with the job, such as wash-up, cleaning the work area, obtaining and replacing working tools or materials and undergoing inspections considered part of the job requirements, and consistent with the nature of the work performed, will be provided within the tour of duty prior to the lunch period and before the end of the work day.

SECTION F. The Employer and Union recognize that reasonable rest periods will produce higher quality work from most Employees and it is agreed that Employees will receive short rest periods during each four (4) hours of continuous work.

1. The total time for all rest periods in any four (4) hours of continuous work may not exceed fifteen (15) minutes.
2. The rest period will be scheduled by the Supervisors and will generally be at the same time each workday, if possible. The Supervisor retains the right to change the time or cancel the rest period based on workload or other unique factors.
3. When a designated rest area is not provided at or near the worksite, the Employees will be allowed to take their 15-minute rest period at a break area agreed upon by the Supervisor and Employees.
4. Rest periods cannot be combined with lunch breaks to extend the Employee’s non-duty time.
5. Nursing mothers will be provided a reasonable break to express breast milk for up to 1 year after the child’s birth.

SECTION G. When pre/post-shift activities not considered incidental in nature are required/encountered, the Employer will document the specific work and time requirements. If such time is considered compensable as hours of work and exceeds ten (10) minutes per daily

tour of duty, then Employees will receive respective entitlements IAW appropriate law and regulations.

SECTION H. Alternative Work Schedules (AWS).

1. It is understood that the Employer is authorized by law and regulation to establish AWS's, which are fully negotiable. The Family-Friendly Workplace Act of 2000 grants authority for extraordinary circumstances, or to allow Employees to balance work and familial obligations. The Parties to this Negotiated Agreement recognize AWS may enhance productivity and increase Employee morale. It is further recognized that although the use of AWS by all Employees is permitted, job and mission requirements must be met with no adverse Agency impact. Adverse Agency impact is defined as: a reduction of the productivity of the Agency, a diminished level of service furnished to the public by the Agency, or an increase in the cost of Agency operations (other than a reasonable administrative cost relating to the process of establishing an AWS).
2. The determination to participate in the AWS program will be made by the Squadron Commander/Division Chief, or their designee. The Squadron Commander/Division Chief or designee may allow any combination of these programs. The reasons for not participating in AWS will be based on adverse impact on the mission. If it is determined by the Squadron Commander/Division Chief or designee that an AWS has had or would have an adverse impact on the mission, the Union will be notified at least two (2) weeks in advance of notifying the Employees, for its opportunity to negotiate on the substance, impact and implementation prior to taking actions.
3. Working under a telework agreement will not, in and of itself, disqualify an Employee from working an AWS.
4. Employee Participation:
 - a. It is recognized that due to the nature of work and mission requirements, such as essential services, Employees in some positions (as determined by Management) must be excluded from participation in AWS (e.g., shift workers, firefighters, nurses, part-time, etc.). Employees not required to be assigned to the basic workweek or a special schedule may request to work an AWS (compressed or flexible).
 - b. A Compressed Work Schedule (CWS) provides for an Employee to complete their biweekly basic work hours' requirement in fewer workdays than a regular tour of duty, (e.g., 5/4-9 compressed plan). The regular day off for an Employee on a CWS is a fixed day of each pay period. The immediate Supervisor shall determine the established workday schedule under a CWS. Disputes over days off and reporting time will be settled IAW the "Seniority" Article of this Negotiated Agreement; however, mission requirements will be the overriding factor. CWS is discussed further in Attachment 2.
 - c. A Flexible Work Schedule (FWS) provides the Employee the option to select and vary their arrival and departure time within the hours of 0630 and 1700. Work time

must include the periods of core time 0800 to 1100 and 1300 to 1530, on each day of the basic workweek, unless the Supervisor approves a deviation or leave. Employees on this program may choose a lunch period of not less than 30 minutes, nor more than 60 minutes between the hours of 1100 and 1300. FWS is discussed further in Attachment 2.

- d. AWS programs may be negotiated further upon request by the Union or the Employer on a quarterly basis, following implementation of this Negotiated Agreement. It is agreed that the negotiating team will be convened of equal members from the Union and Management, each of whom will be allowed a maximum of ten (10) workdays to prepare proposals. Negotiations will begin NLT two (2) weeks after either Party provides a written proposal.

5. Procedures for Implementing AWS:

- a. An Employee who elects to participate in AWS will submit a written request to his/her immediate Supervisor. This request, in turn, will be forwarded through the Flight Chief to the Squadron Commander or Division Chief for approval/disapproval. When such requests are denied, Employees may appeal, in writing to their Group Commander/Director of Maintenance or Vice Commander, as applicable.
- b. When mission requirements, training or TDY dictate a temporary change from AWS, the Employee will be given an opportunity to return to the same AWS at the beginning of the first pay period after completion of the training, TDY, etc.
- c. It is recognized that all personnel included in AWS must understand and accept the responsibility associated with this program, such as compliance with sign-in/sign-out procedures where used, and working without the presences of an immediate Supervisor. If an Employee fails to comply with any of the program requirements or undergoes discipline for tardiness, failure to report or other problems with attendance, he/she will revert to the basic work schedule.
- d. Overtime, premium pay and Fair Labor Standards Act (FLSA) provisions will be IAW applicable laws and government-wide regulations.

6. Temporary Suspension of AWS: Occasions may arise when AWS must be temporarily suspended as a result of unusual workload or operational demands. The Agency shall make every reasonable effort to avoid suspension of an Employee's participation in these work schedules. If the circumstances requiring a suspension permit, the Agency will provide the Employee with advanced notice of at least one (1) pay period. The Agency will limit the suspension to as short a timeframe as necessary to meet the workload or operational demands. If an Employee's AWS is suspended, it will be restored as soon as possible after the suspension needs have been met. For the purposes of this Negotiated Agreement, "temporarily suspended" is defined as a period with a definite start and end date. If the Agency believes the suspension will extend past the dates initially given, the Employee and the Union will be notified prior to the end of the initial end date.

Decisions on temporary suspension of an AWS for any Employee will not be arbitrary or quixotical.

SECTION I. Call-Back, Standby and On-Call Duty.

1. Normally, qualified volunteers will be used IAW the “Seniority” Article, sections A & B, to perform on-call, call-back or standby duty before assigning such duty to non-volunteers. Mandatory On-Call will be filled by the requirements IAW the “Seniority” Article, Section B.
2. Employees shall be compensated for standby and on-call time, IAW applicable rules and government-wide regulations.
3. Employees required to be called back to duty will be compensated IAW with applicable rules and government-wide regulations.
4. Employees in an on-call status will be contacted by Management during the first two (2) hours of the scheduled duty day to update their status. Periodic updates in status will be provided through the shift as needed. NOTE: If the Employee is not contacted within the first two (2) hours, his/her on-call obligation is over.

SECTION J. Employee Shift, Tours of Duty and Work Center Trades.

With both supervisors’ approval, equally qualified employees may be allowed to trade shifts, tours of duty or work centers, consistent with the needs of the Agency. Supervisors’ decisions will not be influenced by personal personnel preferences. Employees may only utilize this process once in an “out of cycle” season. Supervisors are required to submit an SF 52, Request for Personnel Action for each affected employee prior to allowing a trade in work centers.

ARTICLE 22

LEAVE

This article is intended to only be used as a ‘quick reference’ for Employees and Supervisors who have questions about leave. The subject of Leave is addressed in its entirety in AFI 36-815, *Absence and Leave*. All Supervisors or leave approving officials must establish appropriate administrative procedures for requesting leave and ensure Employees are informed of procedures which must be followed in requesting and using leave. The Supervisor, or designee, will be authorized to grant and approve requests for leave, except for administrative leave for base closure, which must be approved by the Wing Commander, or designee.

SECTION A. Annual Leave.

1. It is agreed that annual leave is a right of the Employee. However, the determination as to the time and amount of annual leave granted at any specific time is the responsibility of the

Employee's immediate Supervisor or other appropriate official. Supervisors should consider Employees' desires and personal convenience as well as the work situation when granting leave. If for any reason an Employee's request for annual leave cannot be granted, the Supervisor will notify the Employee of the reason in writing via Automated Time, Attendance and Production System (ATAAPS) or current Agency approved process. Employees will apply in advance for approval of scheduled leave. Leave requests and approval or denial will be made using SF-71, Request for Leave, generated by ATAAPS or current Agency approved process. The leave approving official, normally the Supervisor, will respond to all requests for leave in a timely manner. Employees may, upon request and with the approval of their Supervisor, change previously authorized annual leave to sick leave in accordance with (IAW) Federal law.

2. Employee requests for annual leave for the following leave year shall be submitted to the leave-approving official by 1 December. Supervisors will establish approved projected leave schedules by 31 December of each year and will re-verify NLT 1 June to ensure that all Employees are given a reasonable opportunity to use any leave they would otherwise forfeit at the end of the leave year. Employees and Supervisors are encouraged to continuously review leave balances and projections. Employees should take positive action before the beginning of the third full pay period prior to the end of the leave year to schedule or reschedule cancelled leave so as to avoid a situation where Employees approach the end of the leave year with a significant amount of annual leave that must be used or forfeited.
3. Annual leave may not be charged in increments of less than fifteen minutes. Employees may request and Supervisors may approve periods of annual leave that exceed two consecutive weeks.
4. Annual leave during holiday weeks shall be offered on a Seniority Based Rotating schedule, only if the Employee has annual leave available.
5. When scheduling conflicts occur, an effort should be made to resolve the conflict between the Employees involved. An Employee's approved annual leave will not be cancelled if an Employee with an earlier SCD subsequently requests leave for the same time period. Unresolved conflicts will be settled by use of seniority in situations where there is no prior leave approval.
6. Requests for emergency/unscheduled annual leave shall be considered, subject to workload requirements. An Employee will notify his/her Supervisor as soon as he/she becomes aware of a situation that will require leave that has not been scheduled in advance. If leave is required for the same day, the Employee will contact the leave approving official.

SECTION B. Cancellation of Pre-Approved Leave.

In instances where Employees have received advanced approval for leave which is later rescinded and results in the loss of personal expenses to the Employee, the Agency has determined that it will make every reasonable effort to accomplish the Employee's work prior to

rescinding the approval. If leave is approved and subsequently disapproved, the Agency will reimburse the Employee for any costs associated with the disapproval if permitted by law or Government-wide regulation.

SECTION C. Absences for Brief Periods or Tardiness.

The Employee will be given a reasonable amount of time to report to work due to factors beyond his/her control, without a charge of absence without leave (AWOL), (e.g., traffic, flat tire, adverse weather conditions etc.). The Agency will treat Employees fairly and equitably in exercising its discretion to approve brief periods of tardiness without charge to leave, IAW Government-wide regulation.

SECTION E. Advancing Annual Leave.

The Agency will grant an Employee's request for advanced annual leave in situations where the Employee lacks sufficient leave to cover the period being requested, but will earn enough leave to cover the amount of the advance by the end of the leave year, provided workload permits a granting of leave and the Agency would have approved a request for leave without pay to cover the requested period of absence. An Employee may be granted the amount of annual leave which will be earned during the current leave year. Decisions to grant or deny requests for advanced annual leave will be coordinated with the leave approving official and CPS.

SECTION F. Sick Leave.

1. Sick leave is an Employee's earned benefit and will be granted to the Employee IAW applicable Government-wide regulations. If an Employee who reports to work late is required to use sick leave, the Agency may not require him or her to perform any work until the expiration of the leave period.
2. When an Employee must be absent due to an illness or to care for an ill family member, he/she will notify his/her Supervisor to request sick leave as soon as possible, NLT two hours after the beginning of his/her work shift. Failure to report and give notice of need for sick leave within two hours would not, in and of itself, be a reason to deny sick leave. If the Employee is incapacitated and unable to notify the Supervisor personally, then this may be accomplished by another person, (e.g., spouse, children, etc.). The Representative will contact the leave approving official.
3. Employees should schedule non-emergency medical, dental, optical, psychological, or alcohol/drug counseling appointments as soon in advance as practicable and should request sick leave in advance for such appointments.
4. A full time Employee may use up to 104 hours of his/her sick leave each leave year for family care and bereavement purposes.
5. In case of the need for an extended period of sick leave, daily requests for leave will not be required, provided the Employee has notified the Supervisor of his/her intention of

requiring more than one day, due to the nature of the illness and/or a doctor's recommendation.

- a. Employees may be required to furnish a medical certificate to substantiate requests for approval of sick leave exceeding three (3) working days of continuous duration or for any lesser period when Management determines it necessary. If the Employee was not seen by a physician, the Employee's certificate showing satisfactory evidence of incapacity may be accepted in lieu of a medical certificate.
 - b. Where the Agency has reasonable grounds to believe that an Employee is abusing the use of sick leave (for example, when sick leave is used frequently or in unusual patterns or circumstances), the Agency may inquire further into the matter and ask the Employee to explain. An Employee may choose to provide an explanation.
 - c. When there is just cause for suspecting sick leave abuse, a Supervisor may present the Employee with written notification of the requirement that all future absences on sick leave, regardless of duration, must be supported by a medical certificate. All such cases requiring medical certification shall be reviewed not later than (6) months afterward to determine the need to continue the requirement.
 - d. Any such written notice will describe the frequency, patterns or circumstances, which led to its issuance, and will specify the termination date of the letter. At the end of the stated period, the Agency will review the Employee's situation and will notify the Employee in writing if the leave restriction is no longer in effect. Restrictions may be renewed if there are reasonable grounds to believe that the abuse is continuing.
6. The Employer shall not publicly post individual sick leave records.

SECTION G. Limited Duty Assignments. It is agreed that as the result of accident or illness, should an Employee become temporarily incapacitated to perform the full range of his/her duties, as determined by medical authority, Management will make every reasonable effort to provide duties for the temporarily incapacitated Employee within the Employee's restricted abilities. Limited duty assignments will be made only when the incapacitated Employee presents reasonable medical evidence that the impairment will be corrected. Should the Employee not recover, but desire to continue in employment, maximum effort will be made to place the Employee through reasonable accommodation that is consistent with the requirements of applicable law, codes, regulations or rules. More information is available in the "Medical Determinations and Reasonable Accommodations" Article.

SECTION H. Sick Leave Abuse.

1. Absent a reasonably acceptable explanation, the Employee should be counseled that continued and frequent use of sick leave, or use in unusual patterns or circumstances, may result in a written requirement to furnish acceptable documentation for each subsequent absence due to illness or incapacitation for duty, and reviewed not later than three (3) months afterward to determine the need to continue the requirement.

2. Except for Employees on leave restriction:
 - a. Employees who are released from duty because of illness will not be required to furnish a medical certificate to substantiate sick leave for the day they were released.
 - b. Employees suffering from a chronic medical condition which requires occasional absence from work, and who have previously furnished medical certification, shall not be required to furnish an additional medical certificate.

SECTION I. Advanced Sick Leave. Advance sick leave is a privilege which may be extended to an Employee in cases of serious disability or illness. An Employee may be granted approval for up to 240 hours of advanced sick leave subject to the following conditions:

- a. A review of past sick leave usage will be made to determine the probability of the Employee returning to duty for a sufficient period of time to repay leave.
- b. A physician has certified the medical status of the Employee. Certification must show when and if the Employee can be expected to return to duty, as well as compliance with all documentation required as outlined in AFI 36-815, *Absence and Leave*.
- c. The advance is made with the understanding that it will be charged to sick leave subsequently earned.
- d. The amount of sick leave advanced is limited to the least amount required.
- e. To ensure that documentation is adequate and local leave policies are consistently applied, decisions to grant or deny advanced sick leave will be coordinated with the CPS.
- f. The Employee is not subject to leave restriction.

SECTION J. Privacy. The Agency will treat medical information provided by an Employee in support of a request for sick leave as confidential. The Agency may disclose such information subject to the Privacy Act of 1974 and other applicable Government-wide regulations only for purposes of making informed Management decisions, and only to individuals who have a need to know. Medical documentation must be filed separately from Supervisor Employee Folder (971). A need to know does not extend to secretarial or administrative staff.

SECTION K. Family and Medical Leave Act (FMLA). Employees are entitled to a total of 12 administrative workweeks of unpaid leave during any 12-month period for:

- a. Birth of a son or daughter and care of the newborn;
- b. The placement of a son or daughter with the Employee for adoption or foster care;

- c. The care of a spouse, son or daughter or parent with a serious health condition; or
- d. A serious health condition of the Employee that makes the Employee unable to perform the duties of his or her position.

More information on FMLA is available in AFI 36-815, *Absence and Leave*.

SECTION L. Parental Leave. To the extent allowable by law and government-wide regulation, parental leave will be provided to new parents, including annual leave, sick leave, and leave without pay. In the event the Employee utilizes leave under the provisions of the FMLA, the Employee shall be entitled to a total of 12 administrative workweeks of unpaid leave.

SECTION M. Leave Without Pay (LWOP).

1. Leave without Pay (LWOP) is a temporary non-pay status and absence from duty for a specific period of time, which may be granted to an Employee IAW applicable laws, rules, and regulations. LWOP may be requested in the same manner and for the same purposes as annual leave, sick leave and for Employees who have applied for a disability retirement when a removal action is involved. Requests for LWOP will be given serious consideration and will not be denied arbitrarily. Denials of requests for LWOP will be provided to the Employee in writing.
2. Subject to mission requirements, LWOP will be granted to members of the Union to serve with AFGE beyond the local level for periods up to one year. Initial grants of LWOP will not exceed one year. Only the Wing Commander or his/her designated Representative will approve extensions beyond one year. Such extensions must be requested 30 days prior to the expiration date of the original grant. An Employee on LWOP under the provisions of this Article shall be entitled to be assigned to a position which best utilizes his/her skills. If the Employee's old position still exists, the Employer will consider placing the Employee into this position. If while the Employee is on LWOP, the positions and/or the Employee become involved in a reduction-in-force action, applicable regulations apply.
3. Approval of LWOP is mandatory for:
 - a. A disabled veteran must not be denied leave without pay as necessary to cover an absence for medical treatment of a service connected medical condition.
 - b. A reservist or National Guardsman must not be denied leave without pay as necessary to perform military training duties or obligations.
 - c. Employees exercising LWOP rights under the FMLA.

SECTION N. Administrative Leave. Administrative leave is an approved absence from duty without loss of pay and without charge to leave. Administrative leave is treated as time worked for all purposes except that the Employee is excused from his/her regular assigned duties.

SECTION O. Leave for Bone Marrow and Organ Donation. Employees may use up to seven (7) days of paid administrative leave each year, in addition to annual and sick leave, to serve as a bone marrow or stem cell donor. Employees may use up to 30 days of paid administrative leave each year, in addition to annual and sick leave, to serve as an organ donor.

SECTION P. Funeral Leave.

1. Upon request, an Employee will be granted up to three (3) work days of leave without loss of or reduction in pay to make arrangements for or attend the funeral or memorial service of an immediate family member who dies because of service connected injuries or illness IAW USAF Regulations.
2. Upon request, USAF Veterans may be excused up to 4 hours to serve as a pallbearer, a member of a gun firing salute team or a member of an honor guard in funerals for members of the armed forces who lost their lives on active duty, IAW USAF Regulations.

SECTION Q. Court Leave.

1. IAW law and regulations, an Employee with a regular scheduled tour of duty is entitled to administrative leave/court leave for:
 - a. Jury duty (including time spent waiting to be called or selected, and related travel time) when required by any Federal, District of Columbia, State or local court, in any State, territory, or possession of the United States; or
 - b. Serving as a witness (including time spent waiting to testify, and related travel time) when required by subpoena or directed to appear by any Federal, District of Columbia, State or local court, in any State, territory, or possession of the United States.
2. Employees who are normally assigned to evening shift, night shift or other work schedules and are required to appear in court, whether on jury duty or as a witness during the day may be granted an adjustment in their regular schedule in order to coincide with the court day(s), at their request. In such cases, the Employee will not suffer any loss of pay and will continue to be entitled to night differential or other regularly scheduled premium payments IAW applicable payroll policies.
3. If an Employee on court leave is excused from court with sufficient time to enable that Employee to return to duty for at least two (2) hours of the scheduled workday, including travel time, the Employee shall return to duty unless granted appropriate leave by the Agency. Employees will request and receive approval prior to going on leave to the extent practicable, using procedures as set forth above.
4. Employees may keep any expense money received for mileage, parking, or required overnight stay, to the extent consistent with law; however, Employees are not allowed to

retain fees received for jury or witness services. Expenses and fees should be identified separately on the certificate of attendance.

SECTION R. Voting and Voter Registration. An Employee will not be denied the opportunity to vote. As a general rule, Employees requesting time off to vote are excused without charge to leave for the amount of time necessary to permit them to report to work three (3) hours after the polls open or to leave work three (3) hours before the polls close, whichever requires the least amount of time off. In those instances of unusual circumstances, an Employee may be excused from duty for up to one duty day to allow the Employee to vote. In circumstances where an absentee ballot is not permitted and the Employee's voting place is not in normal commuting distance, he/she is granted sufficient time to make the trip. Time in excess of one (1) day is charged to annual leave, LWOP, or previously earned compensatory time off. An Employee may be excused to register to vote on the same basis as for voting.

SECTION S. Other Circumstances. The Parties agree that the above reasons for granting administrative leave are not all inclusive and that there may be other situations supporting a request for the granting of such leave. Such requests shall be considered based on the reasons presented at the time; the Employer may require documentation as appropriate to support the reasons for and/or the duration of such administrative leave requests.

SECTION T. Military Leave. The Agency will comply with the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 USC § 4301, which applies to persons who perform duty, voluntarily or involuntarily, in the uniformed services. As provided in 5 USC 6323(a), eligible Employees may earn fifteen (15) calendar days of military leave per fiscal year for active duty, active duty training, and inactive duty training. An Employee can carry over a maximum of fifteen (15) days into the next fiscal year.

SECTION U. Absent without Leave (AWOL). When the Agency determines that it will charge an Employee AWOL, it will notify the Employee of the intention to do so. The notification will be issued to the Employee as soon as possible. Such notice will include the reason for charging AWOL and include the date and time period in question. The notice will be delivered to the Employee in person if the Employee is present in the workplace. If the Employee is not present within a reasonable period of time, the appropriate notice will be mailed to the Employee's last known address. AWOL will be changed to appropriate leave if it is later determined that the absence was excusable.

ARTICLE 23

SHIFT CHANGE

SECTION A. General Information.

1. The following shift change policy applies to Employees assigned to a two or three shift operation. Employees working rotational shifts and/or Employees working a compressed

AWS are excluded from the following shift change policy. Any decisions concerning shift changes will be done in writing.

2. Management agrees to maintain current and accurate records of all shift changes and the reasons for those changes. At a minimum, the records to be kept are: all shift request rosters, all seniority rosters, all shift change notices to Employees, and all requests and Management decisions for hardships, health, and educational exemptions. All records will be kept by Management for the current and previous year. These records will be made available to the Union upon request.
3. The term *seniority*, as used in this article, means time set for SCD as it appears on the Employee's leave and earning statement.

SECTION B. Temporary Hardship Requests. Management determines hardships on a case-by-case basis and retains the right to assign Employees to a particular shift for reasons such as health and education, regardless of seniority or volunteer status of other Employees. Management retains the right to consider hardships between open seasons. A written request must be submitted by the Employee. Management will respond to the request in writing within two (2) weeks. No shift changes for affected hardship Employee will occur until the requested hardship is determined/settled. The two (2) week notification period will begin upon settlement of the hardship request. The Employee will make every effort to resolve the hardship within 120 days from the date of determination or settlement. If the hardship has not been resolved in the prescribed 120-day time period, the Employee and Supervisor will develop a resolution plan. If the hardship has been determined to last longer than the 120-day time period, it will be extended to the next open season at which time the Employee will need to re-submit hardship request. An Employee with an existing hardship may have to resubmit at the beginning of the shift change open season.

SECTION C. Open Season Shift Changes.

1. The Employees will be notified of open season by Management during the last two (2) weeks of the month of February. Employees will list their shift preferences in numerical order (one (1) being the most preferred, two (2) being the second choice, and three (3) being third choice). The shift change will take effect the first pay period of the month of April. This will allow Management two (2) weeks to solicit and arrange the changes in shift and give the Employees a two (2) week notice of change of shift. This period of time shall be known as the "open season" for requesting shift change. An Employee requesting to change shifts during open season requires no reason or justification. No shift changes during the open season shall be considered a forced move.
2. The open shift change roster will be used to arrange Employees by qualifications and seniority. If more Employees request a shift than there are positions allowed, then a seniority based system will be used to place the Employees on the shift. If there are not enough requests for a specific shift, then a reverse-seniority based system shall be used to fulfill shift requirements. The rosters created in this section will be reestablished each open season and be maintained by Management and made available to the Union upon request.

3. Management retains the right to assign an Employee to a specific shift based on mission requirements and/or possession of specific qualifications regardless of seniority of Employees whom do not possess the same qualifications. A seniority-based system will be used with the remaining Employees.
4. Management will make every effort to ensure Employees do not lose seniority-based shift of preference. Management will identify all individual training deficiencies that would preclude an individual from switching shifts. After identifying the training deficiency causing any member to lose seniority-based shift of preference, Management will make every effort to eliminate the training deficiency prior to the next open season.

SECTION D. Out of Season Shift Changes.

1. Nothing in this article precludes Management from approving Employees' request who possess similar qualifications and are of the same series and grade from volunteering to swap shifts between open seasons.
2. An Employee non-voluntarily reassigned to or from a shift during the previous open season may not be reassigned again until the next open season. When extraordinary circumstances occur, such as mission, health, hardship, or lack of qualified personnel, the next Employee on the reverse-seniority roster will be considered first. The Employee reassigned from the requested shift for health or hardship reasons will possess similar qualifications and be of the same series and grade as the Employee requesting the shift change.
3. Non-voluntarily, out of season shift changes initiated by Management will be considered forced moves and be done based on a reverse seniority basis. The reverse seniority roster shall be established ranking all affected Employees for similar job series by SCD in the affected work center, lowest to highest. This roster will remain in effect for the current and previous year. Upon completion of the above mentioned time period, this roster shall be re-accomplished. As new Employees enter the applicable work centers, they will be added to the roster in the appropriate order of SCD. Employees moved by this system may not be moved again until the next open season. The Union will be notified of all projected out-of-season shift changes and documentation of these moves will be maintained by Management and made available to the Union upon request.

ARTICLE 24

DETAILS

SECTION A. A detail is the temporary assignment of an Employee to a different position for a specified period with no change in pay. The Employee's original position will remain encumbered. The Employee will return to his/her original position upon completion of the detail.

SECTION B. Details shall be used to meet temporary needs of the Agency's work program. When an Employee is to be detailed, the Supervisor will make the selection IAW government wide rules, merit system principles and this Negotiated Agreement. The Supervisor's selection of an Employee for detail will be fair and equitable in relation to all Employees available for detail. Such matters as assignments that enhance qualifications, offer promotion possibilities, career enhancement opportunities, or entail other benefits will be fully considered. Employees may not be detailed to positions that require education or specific certification unless he/she possesses such requirements. Details will not be used to reward or punish Employees.

SECTION C. Requests for details or extensions of detail of over 30 days will be accomplished via SF-52, Request for Personnel Action.

SECTION D. The Employer assumes the responsibility for keeping details within the shortest practicable time limits and for a continuing effort to secure necessary services through use of appropriate personnel actions. All details will be made IAW applicable regulations. Details over 30 days may be announced within the organization and all volunteers will be given consideration IAW the Seniority article along with their qualifications.

SECTION E. Details in a different job series or grade level for five (5) consecutive days or more will be noted on an Employee's AF Form 971. Whenever an Employee has accumulated 30 days experience within a 12-month period in the same job series or grade which is different from the one to which he/she is officially assigned, the Employee may request a statement from the Supervisor for inclusion in his/her e-OPF.

SECTION F. An Employee can only be detailed to a higher graded position for a total of 120 days during any 12 month period.

SECTION G. Performance of lower graded duties officially assigned by the Agency which are outside an Employee's permanent position shall not result in loss of recorded or credited time in the grade of the Employee's permanent position. Such performance of lower graded duties shall not be the basis for a lowered assessment or appraisal of the Employee, nor will it adversely affect the Employee's ability to apply for and be considered for any job for which the Employee is eligible.

ARTICLE 25

OVERTIME

SECTION A. Authorized and approved hours of work in excess of the basic 40-hour workweek or in excess of eight (8) hours in one day, shall be considered overtime work unless the Employee is participating in an AWS. Overtime will be distributed by seniority IAW the Seniority article, Section A. Overtime that is mandatory shall be assigned by reverse-seniority, IAW the Seniority article, Section B.

SECTION B. The Employer agrees that overtime work will be distributed among all available qualified Employees in the shop, within their occupational job rating, and nothing in this Negotiated Agreement shall be construed or interpreted to affect the basic management right to assign work. It is recognized that certain factors, e.g., temporary assigned duty, leave, continuity on jobs of short duration, or peculiar environmental requirements may cause imbalances in the distribution of overtime.

SECTION C. The Employer will, upon request, relieve an Employee from an overtime assignment provided another qualified Employee is available for the assignment and is willing to work. If an Employee is relieved on an overtime assignment at his/her request, the hours of overtime declined will be considered as overtime hours for purposes of determining the overtime distribution.

SECTION D. In the assignment of overtime, the Employer agrees to provide the Employee with advance notice when possible. When possible, any Employee designated to work overtime on days outside their basic workweek will be notified NLT the start of their scheduled lunch period on the day prior to the last scheduled shift within the basic workweek. For example, if overtime is needed on Saturday, the Employee should be notified NLT the lunch period on Thursday, if possible. Overtime in conjunction with approved leave usage in the same pay period is permitted.

SECTION E. A rotational system will be established whereby every Employee, including temporary, term, those on loan or detailed will be given the opportunity to participate in overtime work assignments on an equitable basis IAW the terms of Section B and C above. Suitable records of overtime worked and refused must be maintained using overtime roster forms by immediate Supervisors to assure that each Employee receives the same consideration. An overtime record shall be maintained by the Supervisor and can be reviewed by the Employee or Union. Refusal of any opportunity to work overtime shall not preclude an Employee against future offers.

SECTION F. Employees called in to work outside of their basic workweek shall be paid a minimum of two (2) hours. Management will consider prompt release of any Employee called in to work outside their basic workweek upon completion of assigned work.

SECTION G. FWS Employees and GS Employees who are nonexempt from FLSA, whose basic pay is at the rate of GS-10, or below, shall have the right to choose either overtime pay or compensatory time off for irregular or occasional overtime work. The Employee shall be protected from reprisal in this right. The Employee's choice will not affect consideration for future overtime.

SECTION H. In the case of required overtime, Management will consider a minimum of 8 hours between release time and report time to ensure safety and wellbeing of Employees unless mission essential conditions necessitate a lesser period of time. The Union will be informed promptly of such mission essential conditions.

SECTION I. The negotiated grievance procedure is the exclusive remedy for the resolution of disputes concerning overtime. Nothing in this Article precludes or impairs FLSA exempt Employees from filing a claim for required overtime or FLSA nonexempt Employees from filing a claim for “suffered or permitted” overtime. When an Employee is denied overtime work in violation of the provisions of this Negotiated Agreement, the Employee may receive back pay plus interest for overtime work not performed.

SECTION J. The Employer will make every effort to accommodate the practice of religious beliefs by individual Employees consistent with Agency needs. An Employee whose personal religious beliefs require the abstention from work during certain periods of the work day or work week, may elect to engage in alternative work for time lost for meeting those religious requirements. To the extent that such modification in work schedules do not interfere with the efficient accomplishment of the Agency’s mission, the Employer will afford the Employee to work the compensatory time and will grant time off to an Employee requesting such time off for religious observances.

ARTICLE 26

HOLIDAYS

SECTION A. Employees shall be entitled to all holidays prescribed by Federal Law, any that may be later added by Federal Law, and all holidays that may be designated by E.O.

SECTION B. Holidays will be observed IAW applicable Federal Laws and Government-wide regulations.

SECTION C.

1. The same requirements of the Overtime Article of this Negotiated Agreement will apply to the scheduling of Employees on holidays.
2. This Article is not applicable to Employees on tours of duty regularly scheduled on a holiday or the observed day for Employees engaged in essential services such as firefighters, police officers or other service personnel.

SECTION D. Holiday work will be kept to the minimum necessary to support mission requirements and be assigned IAW the Seniority Article of this Negotiated Agreement. Affected Employees will be provided two weeks advance notice or as much notice as possible.

ARTICLE 27

TRAVEL AND TDYs

SECTION A. Travel orders issued to Employees will conform to those prescribed by the Joint Travel Regulations (JTR).

SECTION B. Normally, Employees shall receive travel orders sufficiently in advance to ensure that necessary arrangements for obtaining transportation requests and advancements of travel and per diem allowances can be made during working hours (IAW organizational processes). It is recognized that there will be instances where these arrangements must be made outside working hours to fulfill mission requirements. Every reasonable effort will be made to ensure that an Employee will possess valid travel orders and appropriate per diem authorized by regulations prior to their scheduled departure date.

SECTION C. Temporary Duty (TDY) travelers are expected to use accommodations and transportation that are least financially impacting to the government. Employees may request use of privately owned vehicle/non-government facilities IAW JTR guidance.

SECTION D. Where meals are not available at the TDY station, reimbursement will be allowed for the necessary round-trip mileage to the nearest place where suitable meals are available. To be authorized, a certificate of non-availability of meals must be submitted with the claim for reimbursement. If a government owned vehicle is authorized, the above mileage may be included in the computation of the "official business" use.

SECTION E. Where possible, all travel will be scheduled during the basic workweek. If it is necessary for an Employee to travel on days outside of his/her basic workweek, he/she shall receive compensation as authorized by appropriate regulations.

SECTION F. Selection of an Employee for TDY will be fair and equitable in relation to all qualified Employees available for TDY regardless of shift. Selection for TDY will be accomplished IAW the "Seniority" Article. Management retains the right to determine the selection of Employees based on TDY requirements.

SECTION G. Management agrees to establish and provide minimum qualifications and/or requirements to be considered for TDY selection. If an Employee does not possess minimum qualifications and/or requirements and funding and training is available they will be afforded the opportunity to obtain them to be considered for future TDYs.

SECTION H. An Employee who loses the opportunity for TDY through no fault of their own, such as illness, injury, scheduled leave, military duty, or leave of coworkers which results in a manning shortage, will remain at the top of the list until they have been afforded the opportunity to go TDY.

SECTION I. When it has been determined by the Agency that the required mode of transportation for official government business (this is to include medical appointments) is the

Employee's privately owned vehicle rather than a government owned vehicle, the Employee shall be provided written authorization to file for reimbursement and compensation prior to their departure, as outlined in Title 5, U.S.C, Section 5704.

SECTION J. Employees are required to complete training on the proper use of government travel cards (GTC) prior to travel, including the possible penalties for misuse of the GTC. The Employee is held responsible for the proper use and payment of the GTC IAW all applicable regulations.

SECTION K. The Agency shall pay Employee's late fees for all reimbursements that are not paid within 30 days of Employee's submission of proper claims to designated Agency officials. Late payments shall be calculated IAW applicable laws, rules, regulations and the provisions of this Negotiated Agreement.

ARTICLE 28

HEALTH AND SAFETY

SECTION A. The Agency agrees to provide a safe and healthful work place for all Employees IAW all applicable laws, Occupational Safety and Health Administration (OSHA) and General Industry Regulations relating to the safety and health of its Employees. All Employees are responsible for prompt reporting of observed unsafe conditions.

SECTION B. Nothing herein will prevent any Party from initiating additional negotiations to address safety, health or wellness during the life of this Negotiated Agreement for issues not covered by this Negotiated Agreement. For the accomplishment of the Agency's mission and to contribute to a high quality of life for Employees, the Agency will maintain current levels of safety and continue to follow regulatory guidance pertaining to safety policies, practices and procedures.

SECTION C. There will be no restraint, interference, coercion, discrimination, or reprisal directed against any Employee for filing a report of an unsafe or unhealthful working condition or for participating in OSHA activities.

SECTION D. When it is determined that a dangerous or potentially dangerous condition exists at a worksite, the Employees will be notified as soon as practical so that precautionary steps can be taken. When a hazardous condition is identified, a notice will be posted as required by applicable laws, rules, government-wide regulations and OSHA guidelines. If the conditions cannot be immediately corrected or mitigated, Employees will be assigned work in a safe and healthy area, or will be excused without charge to leave, IAW AFI 36-815, *Absence and Leave*, until the condition is corrected or mitigated.

SECTION E. Wingman Safety Concept. The Wingman concept stems from a time-honored tradition within the AF flying community which essentially states, "A lead pilot will never lose his/her Wingman". It is a promise, a pledge, and a commitment between Airmen who fly.

Coupled with operational risk management (ORM) concepts and principles, the goal of the AF is to cultivate and instill this same culture of commitment between all Airmen and AF civilians across the Total Force via the Wingman concept.

The better prepared individuals are prior to an activity, the more likely they will have more controls/resources available to create multiple redundancies or “blocks” to effectively eliminate or mitigate potential risks in real-time. As an example, this equates to having a good understanding of the situation, being properly trained, wearing correct Personal Protective Equipment (PPE), knowing personal limitations, and having a Wingman to support their efforts. It is understood by all Parties to apply ORM principles in conjunction with effective Wingman concepts to promote proactive mishap prevention.

SECTION F. If an unsafe or unhealthful working condition has been identified by any Employee, the Agency will take appropriate steps to mitigate the condition. As appropriate, the Agency may form an Employee working group to facilitate solutions.

SECTION G. The Agency will release the results of all health and safety testing conducted within the Agency that affects the bargaining unit, upon the Union’s request.

SECTION H. Employees have the right and are encouraged to report any and all injuries and illnesses that are work related to a Supervisor or Manager.

SECTION I. The Agency agrees that the Union shall be allowed to designate a Steward to act as the Union Representative at each squadron, branch, and section safety meeting. The duties of the designated Steward will be to attend the safety meetings, bring unresolved or unreported safety problems to the attention of the Supervisor for discussion and/or action. The President of Local 2586, or his/her designated Representative, shall also serve as a member of the Wing Safety Council, Occupational Health Working Group, Health Advisory Council, and any others as appropriate. He/She may submit written problems or recommendations to the secretary or recorder at the meeting for evaluation and for inclusion at the next scheduled meeting. Action taken will be reflected in the minutes and a copy of the minutes will be furnished to the Union.

SECTION J. The President of Local 2586 or his/her designated Representative, may submit written problems or recommendations to the recorder of the Traffic Safety Coordinating Group for evaluation and/or inclusion in the next scheduled meeting. Action taken will be reflected in the minutes, and a copy of the minutes will be furnished to the Union.

SECTION K. If an Employee is not satisfied with the Agency’s response to a report of hazardous working conditions, he/she may request an evaluation and/or inspection from an outside organization (e.g., OSHA, National Institute for Occupational Safety and Health, Environmental Protection Agency, OR Centers for Disease Control and Prevention).

SECTION L. On a space available basis, the Agency will provide Union Representatives local occupational safety and health training provided by the Wing Safety Office; including both introductory and specialized courses and materials that will enable Union Representatives to function appropriately in ensuring safe and healthful working conditions and practices in the

workplace. This will enable them to effectively assist in conducting workplace safety and health inspections.

SECTION M. The Agency will make a reasonable attempt to reassign tasks of Employees who provide acceptable medical documentation that temporarily prevent them from performing the core duties of their position.

When it is clearly shown that an Employee's impairment is permanent and cannot perform the core function of their position with reasonable accommodation, a job search will be conducted IAW AFI and OPM guidance for possible reassignment to an equal or lower graded position.

SECTION N. "Knock-It-Off" & "Time-Out" Concepts. Integral to real-time risk management are the concepts of Knock-it-off and Time-out during an ongoing operation/activity. These concepts are essential to ensuring that all personnel have a voice in any situation to identify concerns or to inform others of a developing hazardous situation. Verbalizing either of these terms sends a message to those involved in a specific action to stop, take a moment to reset and re-evaluate the current situation. The terms should be integrated as an essential part of all on and off duty operations/activities. Key aspects of these two terms include:

1. All Employees are empowered to use these terms without any fear of repercussions.
2. When either term is used, all current actions are immediately halted and the situation is stabilized to a safe position in order to evaluate what the specific concerns are; this is non-negotiable and cannot be overridden by command authority.
3. After the Knock-it-off or Time-out call, a clear determination is made whether the current action may be continued safely, requires change or must be terminated based on the perceived concern/hazard.
4. The alerts provided by these terms do not prevent actions from continuing once safety and risk concerns are addressed, but provide all Employees with an avenue to effectively mitigate risks through immediate intervention in any evolving operation/activity.
5. The importance of these concepts is understood by all Parties.

SECTION O. The Agency agrees to furnish all special tools, protective clothing and equipment, including safety prescription glasses that Employees are required to use or wear as directed by appropriate AFIs and directives.

SECTION P. The Agency will institute an on-going effort to reduce injuries and illnesses resulting from repetitive movement by:

1. Making training and information available to Employees concerning how to reduce and eliminate the incidence of repetitive movement injuries;
2. Providing for periodic rest breaks; and

3. Providing appropriate ergonomic assessment upon Employees' requests.

SECTION T. The Union reserves the right to negotiate any change to current safety practices not specifically included in this Negotiated Agreement to the fullest extent allowed by law. On a case-by-case basis, the Parties may adopt more stringent safety and health standards to address specific concerns. In circumstances where there is no legal/regulatory applicable safety or health standard, nationally recognized sources of health and safety criteria will be utilized. Such standards, if used, will be specifically identified by the Parties to this Negotiated Agreement and documented by local policy or regulation.

SECTION U. Wellness Programs. Employee wellness and the investment in programs to maintain Employee health, contribute directly to sustained productivity and reduction of lost Employee time due to illness. Therefore, the Agency will provide access and encourage use of programs in such areas as weight management, stress reduction and management, nutritional counseling, smoking cessation, prevention of injuries and illnesses, health screenings, and exercise. Both Parties recognize the important role physical fitness plays in the health of the Federal workforce. Supervisors may excuse civilian Employees for physical fitness activities for up to 3 hours per week based on mission and workload requirements. Participation in the physical fitness program is strictly voluntary. Supervisors and Employees will work together to ensure physical fitness benefits are utilized to the extent possible, as permitted under AFI, 36-815, *Absence and Leave* and other applicable guidance.

ARTICLE 29

WORKERS COMPENSATION

SECTION A. When an Employee suffers an industrial illness or is injured in the performance of official duties, it is the Employee's responsibility to immediately report any job-related injury to his/her Supervisor, the Supervisor will counsel the Employee on the procedures for filing a claim for benefit under the Federal Employees' Compensation Act. It is the Employee's responsibility to complete the Form CA-1, Notice of Traumatic Injury or CA-2, Notice of Occupational Disease. These forms can be obtained at the Department of Labor website, <http://webapps.dol.gov/libraryforms>. Benefits & Entitlements will provide information about the type of benefits available, including specific reference to traumatic injury provisions and the Employee's option to file a claim for disability compensation, or to use accrued annual/sick leave, if disabled for work.

SECTION B. An Employee and a Representative designated by the Employee will be permitted to review documents relating to the Employee's claim for compensation which the Office of Worker's Compensation has authorized to make available.

SECTION C. Supervisors will review and fulfill their responsibilities to assist the Employee as detailed in Forms CA-1 and CA-2, as appropriate.

ARTICLE 30

MEDICAL DETERMINATION & REASONABLE ACCOMMODATION

SECTION A. Purpose.

Any requirement for an Employee to undergo a fitness for duty examination or provide the Agency with medical documentation to support an absence of leave, light duty or a request for reasonable accommodation will be requested and obtained IAW 5 CFR 339, 29 CFR 1630 and the provisions of the Americans with Disabilities Act (ADA).

SECTION B. Exclusion.

The Employer may require medical documentation for absences of three (3) days or less when it deems that the medical documentation is necessary.

SECTION C. Payment of Medical Examinations.

All medical examinations ordered or offered pursuant to this Article shall be at no cost to the Employee and performed on duty time at no charge to leave. Employees must pay for a medical examination conducted by a private physician (or practitioner) if the purpose of the examination is to secure a benefit sought by the Employee. Reference 5 CFR 339.304, Subpart C.

SECTION D. Union Representation.

In all discussions with any Management official regarding a medical determination or reasonable accommodation, the Employee shall be entitled to Union representation. Prior to any discussion, the Employee shall be given an opportunity to contact and discuss the matter with the Union Representative, and be permitted the right of representation in such discussion.

SECTION E. Conditions Requiring Fitness for Duty Examinations.

1. The Agency may direct an Employee to undergo a fitness for duty examination under those conditions authorized by this Article or IAW 5 CFR 339.301, Subpart C.
2. The Agency may require an Employee receiving workers' compensation benefits or assigned to limited duties as a result of an on-the-job injury to report for medical evaluation when the Agency has identified an assignment or position (including the Employee's regular positions) which it reasonably believes the Employee can perform consistent with the medical limitation of his or her condition.

SECTION F. Conditions When Fitness for Duty Examinations May be Offered.

1. When the Agency directs a medical examination under the provisions of prevailing regulations and this Article, it shall inform the Employee in writing of its reasons for directing the examination and the consequences of failure to cooperate. The Agency

shall designate the examining physician and shall offer the Employee the opportunity to submit medical documentation to the designated Agency examining physician from his/her personal physician for review.

2. The Agency may offer a medical examination when additional medical documentation is needed to make an informed management decision and individual has made a request for accommodation for medical reasons for a change in duty status, assignment, or working conditions or any other benefit or special treatment (including reemployment on the basis of full or partial recovery from a medical condition).

SECTION G. Medical Documentation.

1. Any medical documentation requested by the Agency in order to make an informed management decision regarding an Employee's performance, conduct or ability to remain in a position because of medical reasons, will be consistent as outline in 5 CFR 339.104 (a) through (g), Subpart A, as applicable.
2. When there are reasonable grounds to believe that a health problem is causing performance or conduct problems, to include recurring, unexplained absences from the work place, the Employee shall be given an opportunity to voluntarily provide medical evidence documenting the health problem affecting his/her performance or conduct.
3. Any medical documentation furnished by an Employee may, upon request of the Employee, be provided directly to the Agency's designated physician for review. Physician treatment records are not generally appropriate for non-medical officials and therefore, should not be requested. The Agency may only request information that is relevant to making a decision about medical determinations or reasonable accommodations for the Employee.
4. The Agency agrees that all medical information or documentation furnished by the Employee to the Agency will be subject to the Privacy Act of 1974 (5. USC 552a) and disclosure will only be made to those individuals who have a need to know in order to make informed management decisions regarding the Employee's performance, conduct or request for an accommodation.
5. The Employee will provide a signed release which will accompany all medical documentation. (Attachment 4). The release will identify who is authorized to review the medical documentation and for what purpose. Should further release be required, the Agency will inform the Union (when there is a designated Representative) and the Employee of the necessity for the release and secure written consent from the Employee. Under no circumstances will the Employee's medical documentation be released to anyone other than specified individuals without the prior consent of the Employee.
6. Any medical documentation that is provided to the Agency by an Employee will be secured so that it is only accessible to those officials who have authorization to review the documentation.

SECTION H. Light/Restricted Duty. An Employee who requests light duty or restricted duty must provide documentation of his/her restrictions from a licensed medical professional. Documentation provided must include a minimum of:

1. Date
2. Specific limitations
3. Duration of limitations or date of follow-up appointment
4. Approximate “get-well” date

SECTION I. Reasonable Accommodation. The Agency must reasonably accommodate known physical or mental limitations of an otherwise qualified Employee with a disability, unless it can show the accommodation would impose an undue hardship on its organization.

1. If the Agency determines (as a result of a fitness for duty examination, a request from the Employee for reasonable accommodation, or a need for reasonable accommodation is obvious) that an Employee is unable to perform his or her assigned duties as a result of a disability, the Agency will make every effort to reassign the Employee to another position within the Agency at the same grade for which the Employee qualifies.
2. In the event a position at the same grade is not available, the Agency will determine if other positions exist at a lower grade for which the Employee qualifies, with or without a reasonable accommodation. If a position exists, the Employee will be notified of the availability of the position and given the opportunity to accept the position through a voluntary change to lower grade. If the Employee accepts the position, pay will be set IAW applicable laws and government-wide regulation.
3. In the event a position cannot be located for the Employee, the Agency will notify the Employee of his/her right to apply for disability retirement. If the Employee elects to file for disability retirement, the Employee has a right to request sick leave, annual leave or leave without pay, pending the receipt of a decision from OPM.

ARTICLE 31

WORKFORCE RESHAPING

SECTION A. The Parties recognize that management officials have the responsibility to determine the methods, means, and personnel necessary to carry out the mission. However, when a decision could adversely affect positions within the unit, the Employer agrees to notify the Union as soon as possible and to consult on how to minimize the effect on unit Employees. It is understood and agreed that this Article is not applicable to the temporary assignment of Employees.

SECTION B. The Employer agrees that notification to the Union will be in compliance with this Article and that all local management actions will be carried out IAW the provisions of applicable laws and instructions.

SECTION C. Reduction in Force/ Transfer of Function. The Agency and the Union recognize that Employees may be seriously and adversely affected by a Reduction in Force (RIF)/Transfer of Function (TOF) actions. Before implementing a RIF or TOF affecting BUEs, the Agency will attempt to minimize adverse effects through such appropriate and alternate means such as attrition, reassignment, hiring freeze, and offer voluntary early retirement authority/separation incentive payment (VERA/VSIP). This Article is intended to protect the interests of Employees while allowing the Agency to exercise its rights and duties in carrying out the mission. Procedures relating to RIF will be governed by DoD procedures in accordance with 10 U.S.C. §1597(f), and any applicable government-wide regulation or agency directives in accordance with DoD procedures.

SECTION D. Union Notification.

1. The CPS will notify the Union, in writing, within 180 days of any potential RIF/TOF. This written notification will include:
 - a. The specific reasons why the Agency considers the RIF to be necessary;
 - b. The competitive area in which the RIF will be conducted;
 - c. The competitive levels to be affected;
 - d. The number and work location of positions identified;
 - e. The proposed effective date and;
 - f. The Wing Commander's decision as to whether to offer VERA/VSIP.
2. The Agency will also provide updated information to the Union concerning the RIF as soon as such information becomes available including, but not limited to, additional positions affected, the names of affected Employees, revised dates, and listings of job offers made.

SECTION E. Notification and Information provided to the Employees.

1. After notice to the Union, the CPS will issue Employee notices no less than 60 days prior to the effective date of the RIF/TOF. The notice will include as a minimum:
 - a. The action to be taken, the reason for the action, and its effective date;
 - b. The Employee's competitive area, competitive level, retention subgroup, service date, and three most recent performance ratings on file as of date of notice;
 - c. Grade and pay retention information applicable to the Employee receiving the notice;
 - d. Information on reemployment rights;

- e. The Employee's right to appeal the action under the Merit Systems Protection Board (MSPB);
 - f. Information pertaining to rights to receive severance pay (if eligible) under law and regulation.
2. When Employees affected by RIF are in the same competitive level with the same length of service, as augmented by performance credit, and the same subgroup, ties will be broken by the AutoRIF random ties breaker system.
3. If early retirement or buy-out opportunities are offered to Employees prior to the issuance of RIF notice, the CPS will provide a briefing(s) for Employees. Eligibility requirements, and the application processes will be explained. The effects of a buy-out or early retirement on severance pay, reemployment, and continued health insurance coverage will be presented. The CPS will designate a POC to receive and respond to Employee questions throughout the process. A Representative of the Union will be invited to attend these briefings, and will be given time to brief Employees and take questions. Employees will be given time at the conclusion of the briefing to speak with Union Representatives without Management, if they desire.
4. As soon as practical, once specific RIF notices are distributed, the CPS will counsel affected Employees individually and explain the RIF process. The CPS will explain how RIF retention is determined, the scope of the particular RIF Employee placement opportunities, severance pay computations and services to Employees who are designated for separation in the RIF. The CPS will designate a POC to receive and respond to Employee questions throughout the process. A Representative of the Union will be invited upon request of the Employee to attend counseling sessions and will be given time to brief the Employee and take questions.
5. The CPS will counsel affected Employees who are to be separated in a RIF on their eligibility and procedures for applying for unemployment compensation. The CPS will notify Employees of the services available under its Career Transition Assistance Plan and/or Interagency Career Transition Assistance Plan and how to obtain them.
6. Those Employees who cannot be placed within the Agency will receive aggressive assistance in finding other employment opportunities. This assistance will include, but not be limited to:
 - a. Where assistance in resume writing may be found;
 - b. How to search for interagency jobs;
 - c. Where to receive assistance in job search and interview techniques;
 - d. Assistance in obtaining copies of performance evaluations.

- e. Official time to visit interagency job centers or attend job interviews, with reasonable notification (normally 2 workdays).

SECTION F. Employee Verification of Records.

1. As far in advance as possible, the CPS POC will directly contact each affected Employee and direct them in how to update his/her personnel records. A CPS Representative will assist Employees upon request to ensure that their records are up to date concerning:
 - a. Veterans preference;
 - b. Three (3) most recent performance appraisals on file as of date of notice;
 - c. All periods of Federal Civilian and Military service;
 - d. Completed training;
 - e. Current licenses and certifications;
 - f. Updated resume; and
 - g. Any other data that the Employee feels may assist the Agency in his/her retention.

SECTION G. Filling Vacancies.

1. In order to minimize displacement actions that would result from a RIF, the Agency will be diligent in searching for vacancies and offering lateral assignments to Employees who would otherwise be released from their competitive level.
2. The Agency/CPS will exercise all discretion granted by law and regulation to waive non-mandatory qualifications in order to place Employees who are affected in continuing positions. To the extent feasible, if the Agency/CPS is unable to offer an assignment to an affected Employee, the Agency/CPS may waive non-mandatory qualifications for a vacant position which it intends to fill, which does not contain selective placement factors, provided the a) Employee meets any minimum education requirement for the position; b) Agency determines that the Employee has the capacity, adaptability, and special skills needed to satisfactorily perform the duties and responsibilities of the position.

SECTION H. Any career or career-conditional Employee who is separated because of a RIF will be placed on the Reemployment Priority List IAW applicable rules and regulations. Such Employees will be given preference for rehiring in temporary and permanent positions for which qualified as provided by applicable regulations.

SECTION I. The Agency (AFPC) will maintain all lists, records, and information pertaining to actions taken under this Article IAW all government-wide regulations.

SECTION J. Nothing in this Article will prevent the Union from initiating additional negotiations when a RIF/TOF.

1. Employees who receive job offers will have a reasonable amount of time to respond as to whether they will accept or decline the offer. The time will be not less than one week for a local position, and 30 days for a position requiring relocation.
2. Relocation of Employees, occurring as a result of any action under the RIF, will be deemed in the best interest of the government and such Employees will be provided benefits provided by law, rule, regulation and/or which are within the discretion of the Agency.
3. When the Agency assigns an Employee to a position which requires a move to another geographic area, the Employee will be granted administrative leave and/or excused absence, as appropriate, to locate housing and make related arrangements at the new work location. Provided all applicable regulations are satisfied, the Employee shall be placed in a travel status for such trips and shall receive travel and per diem expenses.

SECTION K.

1. A TOF is the transfer of the performance of a continuing function from one competitive area to one or more different competitive areas, except when the function involved is virtually identical to functions already being performed in the other competitive area(s) affected. A TOF is also the movement of the competitive area in which the function is performed to another commuting area. In a TOF, the operation of the function must cease in one competitive area and must be carried on in an identifiable form in another competitive area where it was not being performed at the time of transfer.
2. When the Agency determines that a TOF is necessary, the Agency will inform the Union as far in advance as practicable, giving the reason for the action, the approximate number, types, and geographic location of the positions to be affected, and the approximate date of the action. At that time, the Union may initiate bargaining IAW the "Duration of Agreement" Article.

SECTION L. Employees whose positions have been designated as transferring with the function will be notified in writing. The notice will state that the Employee is being offered the opportunity to volunteer for transfer with his/her position to a new competitive area. The notice will further state:

1. The name and location of the new competitive area;
2. The complete address of the new work site;
3. The applicable salary, including locality pay, of the Employee's position at the new work site;

4. A statement that should the Employee be selected to transfer with his/her position, the Agency will pay moving expenses and pay for house hunting trips IAW statute and government-wide regulation;
5. A statement that it is possible that not all volunteers will be able to transfer with their position;
6. A statement that should the Employee choose not to transfer with his or her position, or if the Employee is not selected to transfer despite having volunteered, the Employee may be separated from his or her current position by adverse action procedures;
7. The deadline for responding to the offer of transfer; provided that this date will be no less than 30 days from the date of the notice.

Employees affected by TOF will be placed IAW applicable laws.

SECTION M. Unemployment Compensation.

1. The Agency will arrange to have Representatives of the Unemployment Insurance Agencies from all states in which Employees would file claims come to the Agency and make presentations regarding benefits, eligibility requirements, and application procedures.
2. Employees who are to be released from their competitive level will receive eight (8) hours of administrative leave in order to apply for unemployment benefits.

ARTICLE 32

DRESS AND APPEARANCE

SECTION A. The following should apply to all organizations to include those covered by an organizational instruction or policy. Employees are expected to comply with reasonable dress and grooming standards based on comfort, productivity, health, safety, and type of position occupied. Due to the diversity of work functions and locations, appropriate dress standards may vary significantly. Employee attire will be in good repair, and should not be considered offensive, disruptive, or unsafe.

SECTION B. When clothing such as coats and ties, which are normally considered proper attire, creates discomfort during hot weather and in places where cooling is minimized to conserve energy, the dress standard should be adjusted.

SECTION C. Any Management prohibitions on specific civilian dress must be based on a clear showing that the prohibited dress contributes to unsafe, unhealthy, unproductive, or disruptive work environment. Management disagreement with styles, modes of dress, and grooming currently in fashion is not an adequate criterion for making such a determination.

SECTION D. Military grooming and appearance standards do not apply to civilian Employees. However, Employees standard uniforms, such as those prescribed in AFI 36-801, *Uniforms for Civilian Employees*, or medical or food service personnel furnished uniforms under Table of Allowances 016, may be expected to comply with grooming and appearance standards for Employees in similar occupations employed by other Federal, state or municipal governments. ARTs will adhere to the requirements as those prescribed in AFI 36-2903, *Dress and Personal Appearance of Air Force Personnel*, when wearing the military uniform in civilian status.

ARTICLE 33

USE OF OFFICIAL FACILITIES

SECTION A. Office & Equipment Use: Office and government resources will be utilized by the Union in accordance with government-wide regulation and law.

SECTION B. Union Office Maintenance:

1. The Facility Manager(s) for Building 87 will be the central point of contact for reporting work orders or maintenance concerns regarding the Union Offices. All requests for maintenance or repairs will be conveyed to the Facility Manager(s). Once submitted, the Facility Manager will notify the Union of the work order number.
2. Maintenance and work order requests will be addressed in accordance with current Agency procedure. The Union will be responsible for ordinary office upkeep expected of all Altus AFB tenants.
3. The Union will be responsible for any maintenance & repairs beyond normal wear and tear when the Union is found to be at fault for the damage.
4. Regularly scheduled facility maintenance will be provided to the Union with the frequency in accordance with Agency policy. Such maintenance includes, but is not limited to, pest control, electrical work, and HVAC maintenance.
5. All work order requests submitted by the Facility Manager will include a contact number for the Union.
6. Prior to fulfilling a work order request, Civil Engineering will coordinate with the Union on an appointment time so the Union may be present while the work is performed.

SECTION C. Office Cleaning:

1. The Union agrees to maintain their space in a clean and safe manner.
2. The Union agrees to be responsible for normal cleaning of the office spaces.
3. When contract service for trash removal and vacuuming is provided for the rest of the

building, the Union will be excluded from that contract.

SECTION D. Building & Office Inspections:

1. Inspections of the Union offices will be conducted by base fire protection inspectors, the safety office, and/or other appropriate Agency units.
2. The Facility Manager will ensure that the Union is aware of building inspections as soon as possible.
3. Prior to performing an inspection under this paragraph, the inspecting unit will coordinate with the Union on an appointment time so the Union may be present during the inspection; however, the Union will work to ensure inspections occur within 48 hours of the requested time. Notice will be given as far in advance as possible of such inspections.
4. Inspectors will interfere with the Union's activity only as necessary to perform the duties of the inspection.

SECTION E. Facility & Office Keys:

1. All keys will be issued to the Union on a hand-receipt from the Facility Manager.
2. The Union will be responsible for retrieving keys from those individuals no longer requiring access to the Union office and returning them to the Facility Manager.
3. Individuals must report lost or stolen keys to Security Forces and the Facility Manager must submit a Work Request with a signed MPR by the Mission Support Group Commander for a replacement key.
4. Only AFGE Union members distributed keys in accordance with this agreement, base emergency services, and the Facility Manager will have keys and access to the Union Office.
5. The Facility Manager(s) for Bldg. 87 will have access to keys for all Union offices. If the Facility Manager enters the Union offices utilizing the facility key, the facility Manager shall notify the Union immediately.

SECTION F. Phones & Computers:

1. The Agency will provide three local-access lines for extensions 580-481 -6705, 866-6705, and the Union's commercial line 580-477- 1443 in the Union office. The Union will bear the cost of any additional commercial phone lines.
2. Government resources will be utilized in accordance with 5 C.F.R. 2635.101 et seq., and DoD 5500.07-R, the Joint Ethics Regulation.

3. Ethernet outlets will be accessible in all rooms and connected to the Union's supplied DSL modem system.
4. Inspections of the government computers, installed software, and files will be conducted in accordance with 97 CS policies and regulations.
5. The Agency agrees to provide three government-owned computers, accredited IAW applicable AFIs, with common operating environment software installed for use by the Union.
6. The Union will not add any programs, or delete any programs, without the express, written consent of the Functional System Administrator. Any such programs to be added must be consistent with the rules/regulations covering government computers in general.

SECTION G. Rules & Regulations for LAN Drops and Internet Usage:

1. At the discretion of the Wing Commander, the Agency may provide the Union with access to the base Local Area Network (LAN), to include Internet and e-mail access through the Altus AFB network.
2. If provided, the Union will be provided with LAN drops in each of the private offices and reception area. The same rules, regulations, and restrictions will apply to users of AFGE Local 2586 that apply to any member of 97 AMW with such work-related access. Only government computers will be connected to the LAN.
3. It is understood that the 97 AMW retains total control over access to the network and can terminate access at any time for violation of agreed upon conditions. Terminations may be for violation of any rule, regulation, security practice, etc., which would require termination of access for any other employee, or for any other reason deemed necessary by the 97 AMW.
4. The Union will be notified prior to terminating access if such notification is appropriate under the circumstances and consistent with applicable regulations and security practices.
5. The Union understands the same monitoring conditions apply as with any other employee's access to the e-mail/internet system. The Union will follow all regulatory guidance pertaining to their communication and information needs provided by the responsible parties in the above areas.
6. The Agency will ensure that each individual having access to the computer has completed all required training prior to being granted access. Such training shall encompass the training expected of all 97AMW network users.
7. Approved users will not share their access or password with any other individual. Internet access will be provided with the same blocking devices as used across the network.

8. It is also understood that use of this network is considered use of official time for both Union representatives and employees being represented. The same rules apply for obtaining supervisory permission for use of official time as pertain to any other such use of time.

SECTION H. Terms of Agreement: Should it be determined that it is necessary to relocate the Union to a different office location in the future, the Agency must provide the Union with written notice 60 days prior to the projected date of the move to allow for appropriate negotiations regarding Impact & Implementation of such a move. If more appropriate office space should become available; the Union has the right to negotiate for a change to their office location.

SECTION I. Bulletin Board Space:

1. Bulletin board space will be made available to the Union to effectively disseminate general interest information at each work location. The space will be located in the immediate vicinity where employee notices are normally posted. Space of at least 2 feet x 3 feet in size will be provided at each facility. Additional bulletin board space and its locations are appropriate subjects for bargaining at the local level.
2. Only designated Union Representatives may post or remove material from the Union bulletin board space. Bulletin board will not be located in customer contact areas. The Union will not knowingly post false or misleading material, or material that is indecent or scurrilous, or material that is in violation of government-wide rule or regulation.

ARTICLE 34

FIRE DEPARTMENT

SECTION A. Hours of Work and Tour of Duty.

1. This Section shall be administered IAW Title 5, U.S.C, Chapter 61; Title 5, CFR, Part 610 and this Negotiated Agreement. The purpose of this Article is to prescribe the policies covering hours of work for all Employees IAW applicable law and regulation.
2. The tour of duty for fire department personnel is a 144-hour bi-weekly pay period. Employees Shift schedules shall consist of a 48/72, 48/72 followed by a 48/48.
3. Basic work requirement means the number of hours an Employee is required to work or to account for by charging leave, credit hours, excused absence, holiday hours, compensatory time off or time off as an award. Basic work requirements within a 24 hour period shall be between 0730-0729.
4. Routine work will be conducted during the core hours of 0730 and 1630.

5. Break times will be a minimum of a 15 minute break between 0730 and 1130 and a 15 minute break between 1300 and 1630. Break times are subject to change due to mission support or training requirements.
6. A 60-minute meal period shall be made available, normally between the hours of 1130-1300.
7. Stand-by time will commence at 1630 hours.

Employees will be allowed to utilize this period for appropriate on-base recreation and rest, provided it does not interfere with required mission essential operations or duties. This may include but is not limited to, card and board games, watching television, reading, or utilizing base amenities. Use of GOVs is authorized IAW AFI 24-301, *Operation of Air Force Government Motor Vehicles*, and requires Wg/CC approval.

8. The above scheduled hours as defined within this Article, Section A, 1-8, shall in no way infringe upon the Employee's rights or restrict Management's rights to assign work/duties and direct personnel, as may be deemed necessary to perform mission essential functions.

SECTION B. Overtime. Any manpower shortages either foreseen or unforeseen will be covered IAW the "Overtime" Article of this Negotiated Agreement.

SECTION C. Time Trades and Early Relief. Management agrees to support the concept of time trades and early relief practices among Employees, to permit the relief of an Employee's shift or tour of duty by another Employee of equal rank and certifications. Such exchanges shall not result in either working more or less than his/her total scheduled duty hours during a pay period or create a situation in which one or both Employees would be entitled to additional compensation of any kind. It is the Employee's responsibility to ensure their shift trade does not exceed a maximum 72 hour consecutive work shift.

SECTION D. Leave. Fire Protection Flight Employees shall meet the requirements set forth in the "Leave" Article of this Negotiated Agreement, with the following exceptions:

1. Scheduled Annual Leave
 - a. A minimum of one civilian Employee will be allowed on scheduled annual leave for any duty day.
 - b. On duty days that will permit more than the minimum number of Employees to take scheduled annual leave, leave will be authorized.
2. Unscheduled Annual Leave
 - a. Unscheduled leave will normally be submitted as soon as possible prior to the requested leave date.

- b. At no time will unscheduled leave effect, alter, change or cancel scheduled leave.
- c. The Employees and the RDOs of other Employees will not be effected, altered, changed, moved or cancelled due to unscheduled leave submittals.
- d. The on-duty Assistant Chief of Operations will approve unscheduled leave for shift affected.

SECTION F. Visitors.

1. Family members or guests may visit Fire Stations during normal duty hours for short periods of 15 minutes or less for business purposes only.
2. Visitors are not allowed in the sleeping areas.
3. Visitors are not permitted in the FACC, TV room, or Training room without permission of the senior fire officer on duty.
4. Visitors are permitted in the vehicle stalls so long as they are escorted and announced.
5. Visitors will not infringe on the rights or privacy of other personnel. The Employee being visited is accountable/responsible for the conduct of their guests.
6. At no time will children be left unsupervised. No animals will be brought into the fire station with the exception of certified service animals, IAW ADA regulations.
7. Visiting hours are: weekdays and weekends from 1630-2100 hours.
8. Visiting hours are: Holidays and down days from 1200 -2100 hours.
9. The senior fire officer on duty may extend or reduce visiting hours as needed.
10. The senior fire officer on duty has the authority to terminate any visitor(s) length of stay.

SECTION G. Training and Continuing Education.

1. Training will be conducted during core hours.
2. Unscheduled training is not to be conducted after 1530 and before 0730 hours.
3. The training schedule will be posted up to 30 days prior to an instructors scheduled class date. All classes will be allotted enough time for quality instruction and learning.

4. Weather conditions, such as extreme heat, high humidity, high winds, and extreme cold will be considered before training is conducted. Work will be performed IAW AFI 48-151, *Thermal Injury Prevention Program*.
5. The Employer and Employees are to take advantage of advanced emergency services training. The Employer agrees to permit Employees to attend training courses or college courses working towards their degree. If education/training courses are offered locally, Employees on call may attend during their duty time without loss of pay or leave, provided they do not conflict with critical mission success or fire department procedures.
6. The Employer agrees to provide and maintain an adequate and up-to-date library on the science of firefighting and rescue operations. Such a library, audiovisual equipment, and training computers will be accessible to the Employee. Training materials will normally be maintained within the library located in the training office and access is available through the Assistant Chief of Training during duty hours and the Assistant Chief of Operations from 1630 – 2100 hours. Employees are required to sign-out materials and equipment checked-out from the library and are responsible for the items until checked back into the library.
7. The Parties agree that unit Employees are required to participate in the DoD Fire and Emergency Services Certification Program as governed by DoD 6055.6-M. Employees will be allowed to voluntarily enroll in any Fire Department related Career Development Course (CDC) at any time. CDC failures and/or voluntary disenrollment will not be considered a disciplinable action. Employees are also required to maintain the current certifications required for their current pay grade and core duty documentation.

SECTION H. Dress and Appearance.

1. Station/Work Uniforms
 - a. The requirements and conditions for the station uniform will be IAW applicable AFIs and NFPA 1975.
 - b. The Union will be notified of any proposed changes affecting uniforms.
2. Uniform Allowance
 - a. An initial uniform allowance not to exceed \$1600 will be given to each new DoD civilian Employee for the initial purchase of the required uniform.
 - b. An annual uniform allowance not to exceed \$800 will be given to all existing Employees for the upkeep of the required uniform.
 - c. The Parties agree that uniform allowances may be adjusted IAW applicable guidance.

SECTION I. Definitions.

Mission Essential Duties: Duties IAW members' SCPD supporting Fire & Emergency Service responses, fire protection standbys, saving lives, crash/fire/rescue responses, protecting the environment, protecting DoD assets/property or duties directly related to the success of the aforementioned operations.

Routine Work: Work which is essential to perform the Fire Department mission and include such details as; scheduled training, painting tools, cleaning/polishing and touch-up care of fire apparatus, routine schedule cleaning of the fire station, maintenance of outside grounds immediately adjacent to the facility. Routine cleaning includes; cleaning/sweeping/mopping vehicle stall areas, vacuuming sleeping quarters/training room/dayroom/Assistant Chief and Station Chief office, common area hallways, cleaning kitchen and eating areas, cleaning latrine and shower areas and Fire Chief and Deputy Chief offices as required, as well as with responding to emergencies.

Stand-by Time: The period of time when members are free to eat, sleep, pursue other activities (such as recreation, voluntary education, etc.). During any activity members must remain prepared to respond to emergencies.

Negotiating Fire Protection Flight Authority: The Fire Protection Flight Chief (Fire Chief) will be the only individual authorized as a negotiating authority with the Union and/or Union Steward, unless an individual is appointed by the Fire Chief on a temporary basis in writing to act upon his/her behalf.

Scheduled Leave: Leave scheduled annually on the leave calendar that is submitted and certified by February 15th.

Unscheduled Leave: Leave that is submitted at any other time during the year.

ARTICLE 35

PAYROLL WITHHOLDING OF DUES

SECTION A. Any Employee of AAFB who is a member of the bargaining unit may authorize an allotment of pay for the payment of his/her dues for such membership, provided:

1. The Employee has voluntarily completed a request for such allotment of his/her pay.
2. The Employee regularly receives a normal amount of pay on the regularly schedule paydays of the base and such pay is sufficient to cover the full amount of the allotment after other legal deductions have been made.

3. The Employee has no more than one current allotment for the payment of dues to an Employee organization.

SECTION B. Starting a Dues Allotment.

1. An Employee wishing to start a Union dues allotment must fill out an SF 1187, Request for Payroll Deductions for Labor Organization Dues. The Union agrees to acquire and distribute to its members the prescribed allotment form (SF 1187, Request for Payroll Deductions for Labor Organization Dues) to certify as to the amount of its dues, and to inform and educate its members on the program for allotments for payment of dues and the uses and availability of the required form. The allotment will be effective at the beginning of the first complete bi-weekly pay period after receipt of a properly completed and signed SF 1187, Request for Payroll Deductions for Labor Organization Dues in the Civilian Payroll Office. The SF 1187, Request for Payroll Deductions for Labor Organization Dues, must have CPS coordination.
2. CPS will notify the Union as soon as practicable after submitting the SF 1187, Request for Payroll Deductions for Labor Organization Dues to the Civilian Payroll Office, but NLT five (5) days.

SECTION C. Terminating a Dues Allotment.

An allotment shall be terminated:

1. When the Employee leaves the unit as a result of any type of separation, transfer, or other personnel action. The Union and the Agency will ensure the Employee's health and life insurance benefits are not adversely affected if temporarily promoted or detailed to a non-bargaining unit position and the Employee is covered under any AFGE plan.
2. Upon loss of exclusive recognition by the Union.
3. Upon receipt of notice from the Union that the Employee is no longer in good standing.
4. When this Negotiated Agreement is suspended or terminated by appropriate authority outside the DoD.

SECTION D. Effective date of termination of dues withholding allotment, which is not at the request of the Employee, shall be the beginning of the first pay period following the date of the action which requires the termination of the allotment. The Union agrees to promptly notify the Civilian Payroll Office when a member who has authorized dues withholding is suspended or expelled from the organization. Such notice will be given within five (5) workdays.

SECTION E. An Employee wishing to revoke a Union dues allotment must fill out an SF 1188, Cancellation of Payroll Deductions for Labor Organization Dues. An Employee may revoke an allotment within 30 calendar days following the anniversary date of their initial dues withholding and annually thereafter. The Employee may obtain this form from either CPS or the Union

office. The Employee must obtain the Union's signature as required on the SF 1188, Cancellation of Payroll Deductions for Labor Organization Dues and have their date of initial dues withholding verified by the Union. CPS will notify the Union as soon as practicable after submitting the SF 1188, Cancellation of Payroll Deductions for Labor Organization Dues to the Civilian Payroll Office for processing, but NLT five (5) days. Termination of allotment under this section shall be effective within the first full pay period following the Employee's revocation.

SECTION F. The Agency agrees to maintain a supply of the SF 1188, Cancellation of Payroll Deductions for Labor Organization Dues, in the Civilian Payroll Office to be available to Employees upon request.

SECTION G. Defense Finance Agency Service, or equivalent shall furnish to Union at the end of each payroll cycle, the remittance for dues. A statement giving the following information will accomplish the remittance:

1. Identification of office or installation;
2. Identification of Local;
3. Names of members for whom deductions were made and amount of each deduction;
4. Names of members for whom deductions previously authorized were not made, with coding to show reasons for non-deduction;
5. Total amount withheld on the payroll; and
6. Net amount remitted.

SECTION H. The Union agrees to forward to the Civilian Payroll Office, within five (5) working days after receipt, any written revocation of allotment which is received by the Union.

SECTION I. The Union agrees that the amount to be withheld shall be the amount of the regular monthly dues exclusive of initiation fees, assessments, back dues, fines, and similar charges and fees. The Civilian Payroll Office will make allotment deductions each pay period in the biweekly amount shown on the SF 1188, Cancellation of Payroll Deductions for Labor Organization Dues. If the amount of regular dues is changed by the Union, the Civilian Payroll Office will be furnished written notification signed by the President of AFGE Local 2586, that the membership has approved such change and the amount of new deductions withheld. The effective date of such change shall be the beginning of the first complete biweekly pay period after receipt of the change notice, unless the Union specifies a later date. Only one such change may be made in any 12-month period.

ARTICLE 36

CONTRACTING OUT

SECTION A. The Employer will notify the Union within 30 calendar days of receipt of notification to study the possibility and feasibility of the contracting out of bargaining unit work. The Employer will extend an invitation to meet with the Union prior to Employee notification. The Union will be invited to attend the initial meeting with the affected Employees prior to the start of preparations of the Statement of Work (SOW) and Management Cost Study (MCS). The views of the Union will be taken into consideration in the development of the SOW and MCS. The Employer will accept constructive inputs from the Union up to 30 days prior to the estimated base-level approval of the MCS.

SECTION B. The Union will be provided an opportunity to have Representatives present at the bid opening when bid opening procedures permit. A copy of the in-house cost estimate and all supporting documentation will be available for review by the Union in the contracting office after bid opening and all appeals have been exhausted.

SECTION C. Within 15 days after receipt of contract approval from higher headquarters, the Employer will notify the Union of the final decision on contracting out of work performed by BUEs. The Employer will extend an opportunity to the Union to meet and negotiate appropriate arrangements for affected Employees of the bargaining unit.

ARTICLE 37

DEPENDENT CARE SERVICES

SECTION A. Policy and Purpose. The Union and Employer recognize that Employees may have special dependent care needs during working hours. The Parties recognize the need for such Employees to secure appropriate dependent care arrangements. Because of the important nature and the complexity of Employees' dependent care needs, the Parties agree to continue dependent care options for BUEs.

SECTION B. Types of Programs.

1. Child care assistance will include the option of attending programs such as meetings, seminars, workshops and exhibitions, as available.
2. Elder care program information will be made available through the Airman and Family Services Flight.
3. Employees are encouraged to take advantage of dependent care programs. New Employees should be informed about the availability of dependent care programs during Newcomers' Orientation.

SECTION C. Hardships.

The Employer agrees to fairly and equitably consider hardships created by dependent care issues. The Employee will make every effort to inform the Employer of any hardship as soon as it is known and to make every effort to resolve the hardship to minimize loss of work.

ARTICLE 38

WAGE SURVEY

SECTION A. The Union will be notified of the time and extent of locality wage surveys as tentatively scheduled by the DoD Wage Fixing Authority as soon as practicable by the Agency.

SECTION B. The Union shall be notified, in writing, when the specific full-scale wage change survey date has been firmly established for AAFB by the DoD Wage Fixing Authority.

SECTION C. The Union has the right to forward documentation pertaining to wage surveys with supporting documentation to the Chairperson of the Local Wage Survey Committee.

SECTION D. The Union will be notified of the time and place of hearings in connection with full-scale wage surveys. The Union may present information or recommendations to the Local Wage Survey Committee on matters to be addressed by the Committee.

SECTION E. The Union may designate two (2) Labor Representatives to participate in Locality Wage Surveys administered by the AAFB CPS. Exceptions to this will be where the Locality Wage Committee asks for more Union designated Representatives, the Union may designate up to the limit authorized.

ARTICLE 39

WEATHER/REDUCED OPERATIONS

SECTION A.

1. The Agency agrees to consult with the Union to develop methods, procedures and policies for inclement weather and to mitigate injuries and damage from tornadoes.
2. The Agency agrees to accomplish annual tornado safety training.
3. The Agency agrees to brief all Employees on the location of the tornado reporting area. The location of the designated reporting area will be posted on the Safety Bulletin Board in every building where Employees work.

SECTION B.

1. The Agency agrees to require vehicles driven by flight line personnel to display the present heat condition. The sign will be changed as soon as possible, but NLT ten (10) minutes, when a new condition is announced. Employees who work in remote worksites will be properly informed of the present heat condition through the use of two-way radios, telephone or some signal that can be quickly and efficiently changed when appropriate.
2. The Agency agrees to consult with the Union to develop methods, procedures and policies when dealing with heat stress.

SECTION C. Reduced Operations.

1. When hazardous weather or other reasons dictate, the Agency may reduce operations by closing all or part of AAFB. The Union, Management and on-duty Employees will be informed as necessary by special media announcements. Off-duty Employees will be responsible for monitoring media announcements for change in conditions.
2. The Agency agrees that when authorized by AFI or other government regulations, the Installation Commander may place Employees on administrative leave when dismissed due to reduced operations.
3. Management will make every effort to arrange for food, lodging and transportation on the installation for Employees who are detained for work and are unable to leave the installation after their tour of duty.
4. When normal operations have resumed after a base closure, if conditions prevent Employees in impacted areas from timely arrival to work, the Employees in those areas may be granted administrative leave for absence from work for all or part of the Employee's workday. Employees are obligated to contact their Supervisors as early as possible to explain the circumstances and provide an estimated time of arrival at work.
5. The Agency agrees to consult with the Union to develop methods, procedures and policies of a reduced operations plan.

SECTION D. Emergency/Mission Essential Personnel.

1. Emergency Personnel: Personnel needed at work as scheduled regardless of the condition or weather situation. Typically, those are emergency medical personnel, snow removal crews, fire fighters and others designated by the Commander. Employees classified as Emergency Personnel will be notified by their Employer, who will annotate it on the PD/SCPD.
2. Mission Essential Employees: Personnel necessary for current installation mission requirements. Essential personnel may include any personnel designated by the Commander necessary to effectuate the operations of the government during an

emergency or weather situation. When essential Employees are no longer needed at work, they will become entitled to administrative leave, if granted, until recalled or until normal conditions resume. Mission essential Employees will be notified by letter of their status.

3. Non-Mission Essential Employees: Personnel that provide services that can be postponed until weather/operational conditions improve or change. Barring emergency circumstances that also affect the Employee's ability to perform work at their telework location, non-mission essential personnel with a telework agreement will be required to telework IAW the agreement and will not be placed on administrative leave during such periods discussed herein. This telework provision shall not apply when a total base closure policy is in effect.
4. Status Change from Non-Mission Essential to Essential: Non-mission essential personnel may become mission essential if designated by the Commander as necessary to effectuate the operations of the government during an emergency or weather situation. In the case of Employees whose status is changed but who cannot report for duty due to hazardous conditions, annual leave is charged unless the Supervisor concerned determines, after personal review of the facts in each case, that the Employee made every reasonable effort to get to work but was unable to do so. If the Supervisor makes such a determination, the Employee will remain on administrative leave until such time as all other non-mission essential personnel are recalled to duty. Non-mission essential Employees will normally be granted administrative leave when there are reduced operations.

ARTICLE 40

ENVIRONMENTAL AND HAZARD DIFFERENTIAL PAY

SECTION A. IAW Federal Law, Government-wide regulation and this Negotiated Agreement, an environmental or hazard pay differential will be paid when Employees are exposed to a working condition, hazard or physical hardship that falls within one of the categories approved by OPM.

SECTION B. The Union will be given the opportunity to participate in any investigation to establish a new category or discontinue an established category of environmental differential pay (EDP). The Employer will consider the Union's recommendations on these matters in the decision making process.

SECTION C. The Union may bring to the attention of the Employer situations that it feels warrant an investigation for EDP. If a qualifying hazard cannot be eliminated, EDP may be authorized.

SECTION D. The Employer agrees to notify the Union prior to deleting or adding any changes to existing situations that affect EDP compensation.

SECTION E. The Parties will encourage Supervisors and Employees to look for ways to eliminate hazardous/unsafe working conditions and thus minimize injuries and expenses caused by these conditions.

ARTICLE 41

TOBACCO USAGE

SECTION A. AAFB supports E.O. 13544, “Americas Plan for Better Health and Wellness”, and the recommendations of the U.S. Surgeon General to strive for a smoke free environment and ensure healthy working conditions reasonably free from contaminants. Management and the Union recognizes that the use of tobacco products is legal and an Employee's right; however, non-tobacco use is encouraged at AAFB. The Agency agrees to provide a healthful environment for Employees who choose not to utilize tobacco products.

SECTION B. Employees will only use tobacco in areas identified as "Designated Tobacco Areas" (DTA). Employees will dispose of any used tobacco products and waste in designated receptacles; they will never be thrown on the ground.

1. Designated Tobacco Areas: The Agency and the Union will work together to determine the best location for DTAs. The Parties shall engage in negotiation prior to construction, destruction, relocation, or reconfiguration of DTA shelters. The Agency will ensure that receptacles for proper disposal of tobacco products are available at each location, except in the flight line area.
 - a. Employer will ensure that all tobacco users (to include e-cigarette and vape pen users) are provided with DTAs equipped with the minimum equipment requirements, (e.g., OSHA approved butt cans, tables, trash cans and signage), IAW Agency-wide instructions.
 - b. The Union and Employer will work together to determine the location of DTAs. It is understood that during squadron/base events (picnics, etc.) where non-smokers will be present, these areas will be temporarily determined non-tobacco use areas. Tobacco users will be responsible for using an alternate location during these events. The area for the tobacco users will be designated during the planning stage of the event and will be equipped with a table, OSHA approved butt cans, and garbage cans. Union will be notified of temporary DTAs.
 - c. It is understood that all references to students, instructors and staff in AFI 40-102, *Tobacco Free Living*, are referring to the military personnel and management and will not apply to BUEs. Non-prior service students and permanent party airman may utilize the same DTA while utilizing tobacco products.
 - d. The Agency understands the importance of every Employee being aware of DTA locations. The Agency agrees to permanently post the location of DTAs for their facilities on official bulletin boards. Management agrees to notify the Union IAW

bargaining procedures established in this Negotiated Agreement prior to relocating, removing, or adding DTAs, as this is considered a change in working conditions.

- e. The center line on the aircraft maintenance ramps will be authorized DTA locations; however, no tables, butt cans, or trash cans shall be provided. Employees are responsible for properly disposing of used products.
 - f. Employee's requesting participation in an Agency sponsored tobacco cessation program will be allowed to attend one full session on duty time. A full session consists of three (3) appointments, not to exceed one (1) hour each, for a total of three (3) hours. The Employee will be responsible for making the appointment to attend a session; however, must receive prior approval from the Supervisor to determine if mission requirements will allow for attendance.
2. Upon signature of this Negotiated Agreement by both parties, the MOU agreed to by the Agency and the Union on tobacco use dated 1 March 2013 is superseded.

ARTICLE 42

IMPASSES IN NEGOTIATIONS

The provisions of Title VII of the CSRA will govern impasses in negotiations, consistent with regulations published by the FLRA, or appropriate DoD and AF policies.

ARTICLE 43

DURATION OF AGREEMENT

SECTION A. Duration.

1. This Negotiated Agreement shall remain in full force and effect for three (3) years from the date it is approved by the DoD, or on the 31st day following execution of the Agreement by the Parties if the DoD neither approves nor disapproves the Agreement within the thirty (30) day period following execution of the Agreement. Thereafter, and subject to DD review in accordance with 5 USC §7114(c)(3), the Agreement will renew for successive periods of one (1) year, unless either party provides written notice that it wants to renegotiate the Agreement IAW Section A.2 of this article.
2. If either Party desires to renegotiate any terms of this Negotiated Agreement, it will furnish written notice to the other Party, identifying the Articles that it wishes to address, not more than 120 days or less than 90 days prior to the expiration date.
3. In the event that such notice is given by either Party, the Parties will begin negotiating ground rules within 60 days of receipt of notice of the proposed changes.

4. Either Party may propose negotiations during the term of this Negotiated Agreement to reopen, amend, or modify this Negotiated Agreement, but such negotiations may be conducted only by mutual consent of the Parties.

SECTION B. Amendments and Modifications. This Negotiated Agreement may only be amended, modified, or renegotiated IAW provisions of this Negotiated Agreement.

SECTION C. Mid-Term Bargaining.

1. Mid-Term Bargaining shall be administered IAW 5 USC Chapter 71 and this Negotiated Agreement.
2. Matters appropriate for mid-term bargaining shall include those issues within the scope of bargaining, as proposed by either Party which are either newly formulated, or changes to establish policies and practices during the term of this Negotiated Agreement, which affect the working conditions of BUEs.

GLOSSARY OF REFERENCE AND SUPPORTING INFORMATION

Abbreviations and Acronyms

AAFB – Altus Air Force Base

ADR – Alternate Dispute Resolution

AF – Air Force

AETC – Air Education and Training Command

AFGE – American Federation of Government Employees

AFL-CIO - American Federation of Labor and Congress of Industrial Organizations

AFPC – Air Force Personnel Center

AMW – Air Mobility Wing

APF – Appropriated Fund

ART – Air Reserve Technician

ATAAPS – Automated Time Attendance and Production System

AWOL – Absent Without Leave

AWS – Alternative Work Schedule

BUE – Bargaining Unit Employee

CBA – Collective Bargaining Agreement

CDC – Career Development Course

CFR – Code of Federal Regulations

CLG – Change to Lower Grade

CPD – Core Personnel Document

CPS – Civilian Personnel Section

CSRA – Civil Service Reform Act

CWS – Compressed Work Schedule

DoD – Department of Defense

E.O. – Executive Order

EEO – Equal Employment Opportunity

EO – Equal Opportunity

e-OPF – Electronic Official Personnel Folder

FLRA – Federal Labor Relations Authority
FMCS – Federal Mediation and Conciliation Service
FMLA – Family Medical Leave Act
FSIP – Federal Service Impasses Panel
FWS – Federal Wage Schedule or Flexible Work Schedule
HRCAS – Human Relation Climate Assessment Subcommittee
I&I – Impact and Implementation
IAW – In Accordance With
JTR – Joint Travel Regulations
LAN – Local Area Network
LRO – Labor Relations Officer
LWOP – Leave without Pay
MCS – Management Cost Study
MOU – Memorandum of Understanding
NLT – No Later Than
OPM – Office of Personnel Management
OSHA – Occupational Safety and Health Administration
RIF – Reduction in Force
SCD – Service Computation Date
SCPD – Standard Core Personnel Document
SOW – Statement of Work
TDY – Temporary Duty
TOF – Transfer of Function
ULP – Unfair Labor Practice
USAF – United States Air Force
USC – United States Code
VERA – Voluntary Early Retirement Authority
VSIP – Voluntary Separation Incentive Payment

Terms

Accommodation – reasonable accommodation as outlined in 29 CFR 1613.704.

Alternative Dispute Resolution (ADR) - Alternative dispute resolution consists of programs that offer a variety of dispute-solving mechanisms to be used in place of formal, adversarial methods such as litigation. These alternatives are voluntary and usually include the use of a neutral third party to help find mutually acceptable solutions.

Bargaining – the mutual responsibility for management and labor officials, at the activity level, to meet at reasonable times and negotiate in a good faith effort to reach agreement with respect to conditions of employment.

Bargaining Unit – the bargaining unit is a group of employees with common interests who are represented by a labor union in their dealings with agency management.

Call-back Work - Irregular or occasional overtime work performed by an Employee on a day when work was not scheduled for him/her, or for which he/she is required to return to his/her place of employment, is deemed at least two (2) hours in duration for the purpose of premium pay, either in money or compensatory time off.

Collective Bargaining Agreement (CBA) – an agreement entered into as a result of collective bargaining pursuant to the provisions of the Statute. CBAs set forth some of the conditions of employment of BUEs, various rights and obligations of the parties to the agreement (i.e., the exclusive representative and the activity or Agency), the negotiated grievance procedure, dues withholding provisions, reopeners, as well as the duration of the agreement.

Conditions of Employment – those personnel policies, practices, and matters (whether established by rule, regulation or otherwise) affecting working conditions of civilian Employees.

Exclusive Representative – the Union that is certified as the exclusive representative of a BUEs either by virtue of having won a representation election or because it had been recognized as the exclusive representative before passage of the Civil Service Reform Act.

Federal Labor Relations Authority (FLRA) – the FLRA, also known as the Authority, is responsible for establishing labor policy and guidance IAW the provisions of 5 USC Chapter 71. The Authority prescribes criteria for granting national consultation rights and resolves labor disputes, including those related to Unfair Labor Practice complaints.

Federal Mediation and Conciliation Service (FMCS) – an independent agency that provides mediators to assist parties in negotiations.

Federal Service Impasses Panel (FSIP) – entity within FLRA that resolves bargaining impasses, chiefly by ordering the parties to adopt certain contractual provisions relating to the conditions of employment of unit Employees.

Good Faith Bargaining – a duty to approach negotiations with a sincere resolve to reach a CBA, to be represented by properly authorized Representatives who are prepared to discuss and

negotiate on any condition of employment, to meet at reasonable times and places as frequently as may be necessary and to avoid unnecessary delays, and in the case of the Agency, to furnish upon request, data necessary for negotiation.

Grievance – any complaint, (a) by an Employee concerning any matter relating to the employment of the Employee; (b) by any labor organization concerning any matter relating to the employment of any Employee; or (c) by an Employee, labor organization or Agency concerning (i) the effect of interpretation, or a claim of breach, of a CBA; or (ii) any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

Impact and Implementation (I&I) Bargaining – Even where the decision to change conditions of employment of BUEs is protected by Management’s reserved rights, there is a duty to notify the Union and, upon request, bargain on the procedures that Management will follow in implementing its protected decision, as well as on appropriate arrangements for Employees expected to be adversely affected by the decision. Such bargaining is commonly referred to as I&I bargaining, which is the most common variety of bargaining.

Impasse – when the parties have reached a deadlock in negotiations.

Labor Organization – an organization composed (in whole or in part) of Employees, in which Employees participate and pay dues, and which has a purpose of dealing with an Agency concerning grievances and conditions of employment.

Management Official – an individual who formulates, determines or influences the policies of the agency.

Medical Conditions – health impairment which results from injury or disease, including psychiatric disease.

Medical Documentation – any statement from a licensed physician or other appropriate practitioner which provides information the Agency considers necessary to enable it to make an employment decision. To be acceptable, the diagnoses or clinical impressions must be justified according to established diagnostic criteria and the conclusions and recommendations must not be inconsistent with generally accepted professional standards. The determination that the diagnosis meets those criteria is made in coordination with a physician, or if appropriate, a practitioner of the same discipline as the one who issued the statement.

Medical Standard – a written description of the medical requirements of a particular occupation based on a determination that a certain level of fitness or health status is required for successful performance.

Midterm Bargaining – all bargaining that takes place while a CBA is in effect.

Official Time – time granted to an Employee to perform representational functions on behalf of the Union. Official time is granted without charge to leave or loss of pay and is authorized only

when representational functions are performed when the Employee would otherwise be in a duty status.

On-Call – An Employee will be considered off duty and time spent in an on-call status shall not be considered hours of work (compensable) if the Employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the Employee is required to remain within a reasonable call-back radius; or the Employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another person.

Physician – a skilled health-care professional trained and licensed to practice medicine

Physician Treatment Records – any record that is required for a physician or licensed medical professional to make a medical diagnosis or determination (e.g., x-rays, laboratory results, magnetic resonance imaging, etc.).

Practitioner – a medical professional who is not a licensed doctor, but who is certified by a national organization and licensed to provide the service in question.

Standby – an Employee is on duty, and time spent on standby duty is hours of work (compensable) if, for work-related reasons, the Employee is restricted by official order to a designated post of duty and is assigned to be in a state of readiness to perform work with limitations on the Employee's activities so substantial that the Employee cannot use the time effectively for his/her own purposes.

Unfair Labor Practice (ULP) – action by either an Employer, an Employee or labor Union which violates the provisions of labor relations laws, such as refusal to bargain in good faith.

References

5 USC Chapter 43, *Performance Appraisal*, Section 4303, January 5, 2009

5 USC Chapter 71, *Labor-Management Relations*, January 5, 2009

5 USC Chapter 75, *Adverse Actions*, Section 7512, January 5, 2009

AFPD 36-7, *Employee and Labor-Management Relations*, 29 April 2015

AFPAM 36-106, *Supervisor's Records*, 20 December 1993

AFI 36-701, *Labor Management Relations*, 6 April 2017

AFI 36-704, *Discipline and Adverse Actions*, 22 July 1994

AFI 36-815, *Absence and Leave*, 8 July 2015

ALTERNATE WORK SCHEDULE

Alternate Work Schedule (AWS) - includes both **flexible** work schedules and **compressed** work schedules.

Flexible Work Schedules (FWS) - the employee determines his/her own schedule within the limits set by the Agency. Arrival and departure times should be between the core hours of 0630 and 1700, unless the Supervisor approves a deviation. Types of FWS include:

Flexitour – the employee is allowed to select starting and stopping times between the hours of 0630 and 1700. Once selected, the hours are fixed until the Agency provides an opportunity to select different starting and stopping times.

Gliding Schedule – the employee has a basic workweek requirement of 8 hours in each day and 40 hours in each week. The employee may select the starting and stopping times each day, and may change starting and stopping times daily. The hours worked must be between 0630 and 1700.

Maxiflex Schedule – the employee has a basic work requirement of 80 hours for the bi-weekly pay period. The number of hours worked on a given workday or the number of hours worked each week may vary. This type of work schedule may contain core hours on fewer than 10 workdays during the bi-weekly pay period. The supervisor and employee must be sure to discuss organizational requirements before an employee is placed on maxiflex schedule.

Variable Day Schedule - the employee has a basic work requirement of 40 hours each week, in the bi-weekly pay period. The employee may vary the number of hours worked on a given day within the core hours of 0630 and 1700.

Variable Week Schedule – the employee has a basic work requirement of 80 hours for the bi-weekly pay period. The employee may vary the number of hours worked each week and on a given day within the core hours of 0630 – 1700.

Compressed Work Schedules (CWS) – the 80-hour biweekly basic work requirement is scheduled for less than 10 workdays. The employee works a fixed schedule each pay period. Types of CWS include:

5/4-9 Compressed Plan – the employee works eight nine hour days and one 8 hour day during a bi-weekly pay period.

Four-Day Work Week – The employee works four 10-hour days during each week of the bi-weekly pay period.

**FACTORS TO BE CONSIDERED IN DETERMINING THE APPROPRIATE PENALTY
IN DISCIPLINARY AND ADVERSE ACTIONS**

The Douglas Factors

[Douglas v. Veterans Administration, 5 M.S.P.R. 280 (1981)]

- (1) The nature and seriousness of the offense, and its relation to the employee's duties, position, and responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain, or was frequently repeated;
- (2) The employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public, and prominence of the position;
- (3) The employee's past disciplinary record;
- (4) The employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability;
- (5) The effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon supervisors' confidence in the employee's ability to perform assigned duties;
- (6) Consistency of the penalty with those imposed upon other employees for the same or similar offenses;
- (7) Consistency of the penalty with any applicable agency table of penalties;
- (8) The notoriety of the offense or its impact upon the reputation of the agency;
- (9) The clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question;
- (10) Potential for the employee's rehabilitation;
- (11) Mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice or provocation on the part of others involved in the matter; and
- (12) The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

MEDICAL RELEASE FORM

(Subject to the Privacy Act of 1974)

This form is authorized in accordance with a negotiated agreement between Local 2586, AFGE, AFL-CIO (the Union) and Altus AFB, OK (the Agency).

1. I _____, authorize the release of my medical documentation in whole or in part to the following named individual(s).

2. I understand that the above named individual(s) will review my medical documentation for the following reason(s) **only**:

3. If additional information or discussion is required regarding my medical information, the official(s) named above may contact my physician(s) using the following information:

Name/Telephone # of Physicians

4. I do do not consent to further disclose to Agency officials that have a need to know without consent from me or my designated representative.

5. I designate _____ as my representative and authorize disclosure of my medical information and records for this purpose. (Insert name and contact number of representative)

(Print Name)_____

(Signature)_____

(Date)_____

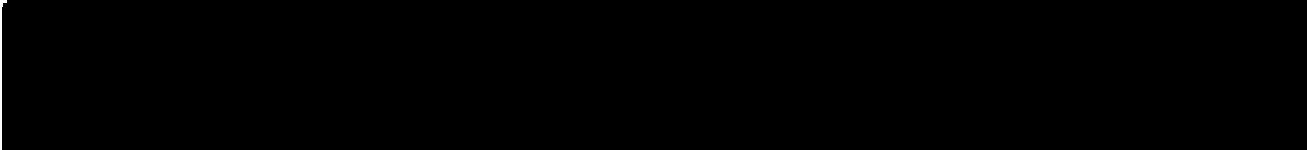
HELPFUL LINKS AND PHONE NUMBERS

Resource	Website/Phone Number
AAFB SharePoint	https://altus.eis.aetc.af.mil/SitePages/Home.aspx
Air Force E-Publishing (E-Pubs)	http://www.e-publishing.af.mil/
ATAAPS	https://af.ataaps.csd.disa.mil/
BEST (Benefits & Entitlements Services Team)	1-800-535-0102
Civilian Pay	580-481-6960
Civilian Personnel Office	580-481-6804
DCPDS (myBiz)	https://compo.dcpds.cpms.osd.mil/
Defense Travel System (DTS)	http://www.defensetravel.osd.mil/dts/site/index.jsp
Federal Labor Relations Authority (FLRA)	https://www.flra.gov/
Government Retirement & Benefits Platform	https://w45.afpc.randolph.af.mil/
myPay	https://mypay.dfas.mil/mypay.aspx
myPers	https://mypers.af.mil/app/home
NAF Human Resources Office	580-481-5811
Office of Personnel Management (OPM)	www.opm.gov
Union Office	580-481-6705

In WITNESS WHEREOF, the Parties hereto have executed this Negotiated Agreement on this 12th day of March 2019.

FOR THE EMPLOYER

FOR THE UNION



Commander, 97th Air Mobility Wing

President, AFGE Local 2586, AFL-CIO

APPROVED BY THE DEPARTMENT OF DEFENSE ON: April 10, 2019

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