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## **ARTICLE 1**

### **PARTIES TO THE AGREEMENT**

This labor-management Agreement is executed pursuant to the exclusive recognition of the National Office American Federation of Government Employees (AFGE), AFL-CIO, hereinafter referred to as the Union, as the certified bargaining agent for the consolidated bargaining unit of employees defined in Article 2 below and employed by the Air Force Materiel Command (AFMC), hereinafter referred to as the Employer. In accordance with the provisions of Title VII of the Civil Service Reform Act of 1978 (CSRA), the following articles constitute the collective bargaining Agreement entered into by and between the Union, on behalf of the American Federation of Government Employees, Council Number 214, AFMC Locals, and the Employer.

The reference to rules, regulations and polices throughout this Agreement refer to the rules, regulations and polices effective upon the date of execution of this Agreement.

References to days throughout this Agreement refer to calendar days, whether stated as “days” or “calendar days”, unless specifically referred to as “work days”.

## ARTICLE 2

### RECOGNITION AND COVERAGE

#### SECTION 2.01: RECOGNITION AND COVERAGE

a. Subject to the inclusions listed in Section 2.02 and the exclusions listed in Section 2.03, the units to which this Agreement is applicable are composed of all nonsupervisory, nonprofessional employees at the following Air Force Materiel Command facilities paid from appropriated funds and who are serviced by AFMC Civilian Personnel Offices:

Hill Air Force Base, Ogden, Utah  
Robins Air Force Base, Warner Robins, Georgia  
Tinker Air Force Base, Oklahoma City, Oklahoma  
Wright-Patterson Air Force Base, Dayton, Ohio  
AFMETCAL Detachment 1, Heath, Ohio  
Logistics Support Office (LSO), Battle Creek, Michigan

All Air Force Wage Grade employees in all organizations serviced by the Air Force Flight Test Center Civilian Personnel Office, Air Force Flight Center, Edwards Air Force Base, California.

All non-supervisory personnel employed and/or serviced by the Central Civilian Personnel Office at Brooks Air Force Base, Texas.

All civil service employees of the Eglin AFB complex, including tenant organizations serviced by the Eglin AFB Central Civilian Personnel Office.

All United States Air Force appropriated fund civilian non-professional employees and professionals (nurses) who are serviced by the Kirtland Air Force Base Civilian Personnel Office and who are assigned to duty stations on Kirtland Air Force Base.

All professional and nonprofessional employees of the Arnold Engineering Development Center, Arnold Air Force Station, TN.

b. The parties acknowledge that the existing certificate may be amended/clarified in the future to include employees (as described above) not presently covered by this Agreement. Upon receipt of a new certification from the Federal Labor Relations Authority, Council 214, as the exclusive representative, and AFMC shall meet and negotiate over provisions of this Agreement which affect any additional/new activities being certified. The parties agree to modify this contract or negotiate (through delegation) a local supplement for each new activity to satisfy the requirements of any article of this Agreement, which may specifically identify Locals or numbers.

## SECTION 2.02: PROFESSIONAL NURSES

Also included are professional nurses at Robins Air Force Base, Warner Robins, Georgia, Hill Air Force Base, Ogden, Utah, and Kirtland Air Force Base, Albuquerque, New Mexico.

## SECTION 2.03: EXCLUSIONS

The following are excluded from the unit:

Management officials, supervisors, professionals, employees engaged in federal personnel work other than a purely clerical capacity, and employees paid from nonappropriated funds.

Temporary employees holding temporary assignments not to exceed one year at:

Hill Air Force Base, Ogden, Utah  
AFMETCAL Detachment 1, Heath, Ohio  
Robins Air Force Base, Warner Robins, Georgia

Temporary employees at the Arnold Engineering Development Center, Arnold Air Force Station, Tennessee.

Firefighters at:

Robins Air Force Base, Warner Robins, Georgia  
Tinker Air Force Base, Oklahoma City, Oklahoma  
Wright-Patterson Air Force Base, Dayton, Ohio  
Brooks Air Force Base, San Antonio, Texas.

Wage Grade employees at Wright-Patterson Air Force Base, Dayton, Ohio except those in the Heating Plants.

Security Police or Guards at: Arnold Engineering Development Center, Arnold Air Force Station, Tennessee; and Brooks Air Force Base, Texas.

## ARTICLE 3

### RIGHTS AND OBLIGATIONS

#### SECTION 3.01: CONFORMANCE TO LAW

In the administration of all matters covered by this Agreement, officials of the Employer and the Union and employees of the bargaining unit are governed by all applicable laws, rules, and regulations.

#### SECTION 3.02: UNION RIGHTS

Union rights are spelled out in Title 7 of the Civil Service Reform Act of 1978. It is recognized that the Union has no obligation to represent non-Union members for:

- a. EEO complaints
- b. proposed disciplinary actions
- c. MSPB appeals
- d. workers compensation appeals
- e. unemployment hearings
- f. classification appeals
- g. any other situations where statutory appeals are available

#### SECTION 3.03: MANAGEMENT RIGHTS

Management officials of the Employer retain the right, in accordance with applicable law:

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
- b. In accordance with applicable laws
  - (1) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

- (2) to assign work, to make determinations with respect to contracting out, and determine personnel by which agency operations shall be conducted;
- (3) with respect to filling positions, to make selections for appointments from
  - (a) among properly ranked and certified candidates for promotion
  - or
  - (b) any other appropriate source; and
- (4) to take whatever actions may be necessary to carry out the agency mission during emergencies.

#### SECTION 3 04: EMPLOYEE RIGHTS AND OBLIGATIONS

- a. Each bargaining unit employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right.
- b. Each bargaining unit employee may file a grievance concerning conditions of employment subject to the control of the Employer under Article 6 of this Agreement.
- c. Each bargaining unit employee has the right to fair and equal representation by the Union regardless of dues-paying status. The parties agree, however, the Union has no duty to represent non-dues paying bargaining unit employees in situations where statutory appeals procedures are available.
- d. The Supervisor's Work Folder (commonly referred to as AF Form 971), is the supervisor's record relating to a subordinate employee. Upon request, employees or their properly authorized representative will be given a copy of documents placed in the Supervisor's Work Folder. Employees will be permitted to review the Supervisor's Work Folder, pertaining to them upon request at reasonable intervals. The employee must make requests for their supervisor to disclose the Supervisor's Work Folder to a representative in writing. Any other access to the Supervisor's Work Folder, is limited to persons having an official need to know.

#### SECTION 3.05: PERMISSIVE SUBJECTS OF BARGAINING

- a. The employer recognizes that in the exercise of its Statutory rights to manage the AFMC workforce, there will be times when partnering with Council 214 and/or its respective locals in the exercise of those rights delineated in 5 USC 7106 (b)(1) will best serve the interests of both parties. The extent of partnering may range from a sharing of

needs, goals and implementing measures to achieve buy-in, or, upon the request of the union, an election by the Employer to bargain the matter. Bargaining may either be limited to matters related to appropriate arrangements, or, at the election of the Employer, more substantive matters related to the decision itself.

b. The Parties agree that nothing in this agreement obligates or precludes the Employer, either at HQ AFMC level or at each subordinate AFMC activity, from electing to negotiate matters falling within 5 USC 7106 (b)(1). An election by an AFMC activity to negotiate matters falling within 5 USC 7106 (b)(1) shall be applicable only to the activity making such election and shall in no way be construed by any Party to this agreement, or any third party, as obligating or precluding the Agency's subsequent elections at any level to negotiate such matters.

## ARTICLE 4

### OFFICIAL TIME/UNION REPRESENTATION

#### SECTION 4.01: NUMBER OF STEWARDS AUTHORIZED

The Employer agrees to recognize AFGE Council officials, local officers of the Union, Union stewards, and other authorized representatives designated by the Union. The Employer agrees to recognize a total number of stewards at each activity equal to one steward to 80 employees in the bargaining unit or fraction thereof. Total numbers of stewards in the ratio specified above will be allocated by subordinate activity and shall be allocated on the basis of the bargaining unit population at each subordinate activity as of the effective date of this contract. The Employer agrees, as an exception to the above, to recognize five Union stewards in addition to those allocated under the ratio set forth above at its facility at the Logistics Support Office (LSO), Battle Creek, Michigan.

#### SECTION 4.02: DESIGNATION AND RECOGNITION OF STEWARDS

a. The Union agrees to designate elected officers or stewards to perform representative functions in the major staff offices, directorates, divisions, and other appropriate organizational subdivisions. The local Union president will furnish the activity LRO a listing of authorized/ designated officers and stewards indicating name, telephone extension, organizational symbol, and supervisor to which assigned, as well as the designated area of responsibility (i.e., unit steward, section steward, branch steward, division steward, etc.) Additions or deletions to the recognized stewards/officers will not be recognized until such time as the activity LRO is notified of the change in writing by the local Union president.

b. The Union retains its right to designate its representatives without interference. The effective use of stewards and a reasonable distribution of their Union workload enhances a sound union-management relationship and contributes to the efficiency of activity operations.

#### SECTION 4.03: ALTERNATE STEWARDS

One steward will be recognized for each designated area established under Section 4.02 above; one alternate steward may be designated for each recognized steward. Such alternate stewards shall act for the recognized steward only when the recognized steward is in a nonduty status or TDY, and shall be granted official time in accordance with this Article.

#### SECTION 4.04: COVERAGE FOR AREAS WITHOUT STEWARDS

If no steward is designated by the Union to represent a particular organizational level, the steward designated at the next higher level within that organization will be granted official time if the Union designates him/her to perform these representational functions.

#### SECTION 4.05: OFFICIAL TIME - GENERAL

In order to develop and maintain effective labor management relations, the Employer agrees to allow official time as provided in Section 4.06 and Section 4.07 below to employees who are officials/stewards of the Union who have been designated in writing and who are otherwise in a duty status to accomplish the specified functions as set forth herein. Only one such Union steward/official will be permitted to attend authorized functions on official time unless an exception is granted on a case-by-case basis by the Employer, or unless more than one representative is authorized by specific provisions of this Agreement.

#### SECTION 4.06: FUNCTIONS FOR WHICH A REASONABLE AMOUNT OF OFFICIAL TIME IS AUTHORIZED

When work conditions are such that the steward/official may be excused from work, a reasonable amount of official time will be granted. Representatives will provide the supervisors sufficient information to allow the supervisors to understand the complexity of issues for which Official Time is requested. It is the parties' intent that any official time agreed to by the parties authorized under section 7131(d) of the Federal Service Labor Management Relations Statute will be encompassed within one of the following activities. Official time which is reasonable, necessary and in the public interest will be granted for the following activities:

- (1) present grievances at any step of the Negotiated Grievance Procedure or associated Alternate Dispute Resolution Procedure as specified in Article 6;
- (2) represent an employee or the Union at an arbitration hearing;
- (3) appear as a witness at any step of a grievance;
- (4) appear as a witness at an arbitration hearing;
- (5) attend meetings scheduled by management;
- (6) meet and confer or consult with management;
- (7) represent an employee in appeal hearings covered by statutory procedures;
- (8) represent the Union on approved committees authorized by this Agreement;

- (9) represent the Union on the DoD wage fixing authority wage survey teams or other approved labor management fact-finding studies;
- (10) be present as an observer in an adverse action proceeding or grievance adjustment where the Union is not the employee's representative (subject to approval of the hearing officer in charge of the proceeding);
- (11) represent the Union in formal discussions involving personnel policies, practices, working conditions, or grievances between bargaining unit employees and management;
- (12) represent the Union in investigatory interviews between supervisors and employees in accordance with Article 5.03c;
- (13) participate in partnership activities as authorized by the installation Partnership Council;
- (14) participate in informal Unfair Labor Practice resolution proceedings with management officials;
- (15) prepare employee grievances and appeals;
- (16) prepare for meetings scheduled with management;
- (17) assist an employee when designated as their representative in preparing a response to a proposed disciplinary action;
- (18) prepare responses to management-initiated correspondence, including Promotion Plan Templates (Templates);
- (19) prepare Union grievances;
- (20) assist an employee in preparing a response to any personnel action resulting from a directed fitness for duty examination;
- (21) prepare for arbitration;
- (22) allow travel time on the base or to the Union office to accomplish any of the above.

**SECTION 4.07: FUNCTIONS FOR WHICH A LIMITED AMOUNT OF OFFICIAL TIME IS AUTHORIZED**

a. When work conditions are such that the steward/official may be excused from work and the steward/official represents an employee from outside the representative's organizational area, not more than 12 hours per pay period of noncumulative,

nontransferable official time will be authorized for stewards to perform those duties indicated in Section 4.06(15) through (22). It is understood that reasonable time will be granted under the circumstances in this Section for duties indicated in 4.06(1) through (14).

b. Extensions for cases involving extraordinary situations may be granted upon mutual agreement of the local Union president and the activity Labor Relations Officer.

#### SECTION 4.08: RESTRICTIONS ON OFFICIAL TIME

No official time shall be authorized for functions not listed or referenced in this Article unless otherwise mutually agreed by the parties. Moreover, official time is prohibited for any activity performed by an employee relating to the internal business of the Union (including the solicitation of membership, election of Union officials, collection of membership dues, etc.).

#### SECTION 4.09: OFFICIAL TIME FOR EMPLOYEES

Employees who are otherwise in a duty status will be granted official time to prepare and present appeals and grievances under the Negotiated Grievance Procedure in accordance with Article 6. Employees will be released at the earliest opportunity consistent with workload requirements. The total time authorized for preparation of a grievance is as follows:

Step 1 - 1 hour

Step 2 - 45 minutes

#### SECTION 4.10: OFFICIAL TIME RELEASE PROCEDURE

The following procedures shall apply to Union representatives who wish to leave their assigned work area on official time, as authorized under this Agreement,

a. When a Union representative desires to leave their assigned work station to conduct authorized Union-Management business, that Union representative must first report to and obtain permission of the immediate supervisor. In requesting release, the Union representative will inform the supervisor of the nature of the function to be performed, destination, name(s) of employee(s) to be contacted, estimated duration, etc.

b. Subject to the provisions of this Article, and if workload conditions permit, the Union representative shall be released. If release cannot be granted because of workload considerations, the supervisor shall advise the Union representative when release would be appropriate.

- c. When the Union representative intends to meet with employees in another work area, the representative's supervisor shall make arrangements for such meeting with the first level supervisor of the employees involved, subject to workload conditions.
- d. Upon release, applicable portions of the AFMC Form 949 will be completed by the supervisor and the Union representative (see Appendix 1).
- e. Upon entering a work area other than their own to meet with unit employees, the Union representative shall advise the immediate supervisor of his/her presence, the employees to be contacted, and estimated duration.
- f. Upon completion of authorized Union-Management business, the Union representative shall advise the immediate supervisor of the contacted employees of his/her departure.
- g. Upon return to the work area, the Union representative shall advise the supervisor of his/her return. The supervisor shall sign the representative in on AFMC Form 949 and retain the form for accounting purposes. The Union representative shall be given a copy of the form when it is completed.
- h. For meetings called or approved by management officials which require the presence of a steward, the management official arranging such meeting shall arrange for the steward's release, to include shift adjustment (e.g. partial, full) if required, through contact with the steward's supervisor. The management official arranging such meetings shall provide to that supervisor the information necessary for release. All other provisions of this Section shall apply. This paragraph shall also apply to grievance presentation meetings held in accordance with Article 6, Grievance Procedure.

#### SECTION 4.11: LABOR RELATIONS TRAINING

- a. The Employer agrees to grant official time to a specified number of Union officers and stewards to attend Labor Relations training determined to be of mutual benefit to the Employer and the Union. A block of official time up to 150 person-days at each Air Logistics Center, 15 person-days at AFMETCAL, 50 person-days at WPAFB, 15 person-days at Brooks, 18 person-days at Edwards, 30 person-days at Kirtland, 55 person-days at Eglin, 5 person-days at Logistics Support Office, Battle Creek, shall be authorized each fiscal year for such training of Union officials. Additional person-days may be granted with the approval of the LRO. The Union will provide a list of attendees after the training is completed.
- b. The Union at a particular activity shall submit requests for official time to the activity Labor Relations Officer normally at least 21 calendar days prior to proposed release for said training. Such requests must include information concerning the content and schedule of such training. Such requests must also include names and duty stations of employees whose attendance is desired. Approved training will be entered in the Supervisor's Work Folder (commonly referred to as AF Form 971).

c. Official time will be approved except in cases where the absence of an employee or employees would significantly interfere with the Employer's mission. When disapproval occurs for this reason, the reasons for such disapproval will be furnished to the activity local Union president at the time of disapproval.

d. Up to two Union Stewards/Officials will be authorized as observers at ULP hearing or at an arbitration hearing for training purposes, subject to a. and c. above. A Steward/Official may attend up to two hearings per year for training purposes.

e. Training provided by the agency pursuant to partnership will not be counted against Section 4.11 entitlements.

**SECTION 4.12: FULL-TIME COUNCIL REPRESENTATIVE AT AIR FORCE MATERIEL COMMAND HEADQUARTERS**

100 percent official time is provided for three union representatives at AFMC headquarters. One of these positions is reserved only for the AFGE Council 214 President, if he/she is assigned to an activity other than WPAFB Ohio. Such official time will be used by the Council President for the performance of council level representational duties while at HQ AFMC, WPAFB Ohio, unless otherwise mutually agreed between the Council 214 President and the Executive Director, HQ AFMC. These representatives are required to report to their work site at the beginning and end of each workday unless other arrangements are agreed to in advance. The work site of these representatives is designated as the office provided by HQ AFMC for use of AFGE Council 214 in accordance with Article 33.01.

The provisions of Section 4.13(b) through (h) apply to personnel covered by this subsection.

**SECTION 4.13: FULL-TIME LOCAL REPRESENTATIVES**

a. 100 percent official time will be granted to full-time representatives in the quantities listed below at each installation to perform the specific functions listed in Section 4.06:

Robins AFB	5
Hill AFB	5
Tinker AFB	5
Wright-Patterson AFB	3
Eglin AFB	2
Edwards AFB	1
Brooks AFB	1
Kirtland AFB	1

50 percent official time will be granted to one representative at AFMETCAL DET 1.

In addition to the full time authorizations above, with approval of Council 214, union representatives at Eglin AFB, Edwards AFB, Brooks AFB, or Kirtland AFB may request to bargain with local management officials when it is reasonable, necessary and in the public interest, and for the purpose of furthering improved partnership, to grant representational blocks of official time. Otherwise, representational official time will be granted under section 4.06, but without the limitations in section 4.07.

Union representatives at Logistics Support Office, Battle Creek, will negotiate with local management officials when it is reasonable, necessary and in the public interest to grant representational blocks of official time. Otherwise, representational official time will be granted under section 4.06, but without the limitations in section 4.07.

b. The official time granted for use by full-time representatives is location specific and not transferable (e.g., base closure and/or workload realignment) to any other installation.

c. Full-time representatives retain their officially assigned job title, grade, classification, and pay. These representatives are employees of the organization to which assigned and are bound by rules applicable to all Air Force civilian employees.

d. Employees who are on 100 percent official time shall be provided forms to be annotated daily and maintained in the union offices. The form, along with verification of time, attendance, and leave usage must be signed by the union president or designee. The above will be submitted to the supervisor on the last working day of the pay period, or as otherwise needed, consistent with applicable timekeeping procedures. This section is intended to record only the number of hours per pay period that an employee on 100% official time utilized for official time, annual leave, sick leave or other pay or non-pay status.

e. Full-time representatives, when serving as representatives of the union, are not eligible for overtime, shift differential, environment differential pay, and TDY assignments. Conversely, neither are they subject to call-back requirements nor subject to random testing IAW the Air Force Drug Testing Program.

f. Product acceptance certification of full-time representatives will be managed in accordance with the established PAC program criteria.

g. Full-time representatives may be permanently replaced by the union president or designee at any time. Unless otherwise agreed to, temporary replacement(s) will be recognized for absences of more than 14 days. However, when absences are caused by reasons other than the use of annual or sick leave, for example, training or military leave, temporary replacement(s) will be recognized for absences of more than 7 days. Any replacement will require a 14-day advance notice to the activity LRO to ensure proper coordination and workload planning, unless otherwise mutually agreed.

h. At Edwards, Brooks and Kirtland, temporary replacements will be recognized for absences of more than one day. Any replacement will require a reasonable notice to the activity LRO to ensure proper coordination and workload planning.

i. Official time may only be used for representation within the AFMC bargaining unit as described in Article 2.

SECTION 4.14: PART-TIME SECRETARY-TREASURER

a. Up to a maximum of 120 hours at the local level and 200 hours at the Council level of official time per year is authorized for the Secretary- Treasurer (if a full-time federal employee).

b. Official time is authorized to perform union activities not prohibited by Section 7131(b) of Labor Statute.

c. Official time will be requested from the supervisor and will be granted unless work conditions are such that the official may not be excused from work.

## **ARTICLE 5**

### **DISCIPLINE AND COUNSELING**

#### **SECTION 5.01: DEFINITION AND COVERAGE**

a. This article sets forth the criteria and comprehensive procedures by which the Employer shall impose discipline upon bargaining unit employees. For the purposes of this Agreement, disciplinary action is defined as those actions within 5 U.S.C. 7512 and lesser penalties, such as an oral admonishment and a written reprimand.

b. Discipline is the responsibility and the right of the Employer. The Employer agrees that disciplinary actions shall be based on just cause and in accordance with applicable laws. The Employer further agrees to effect disciplinary actions in an efficient and timely manner. In this respect, when an employee is subject to discipline, the Employer will strive to effect disciplinary action within either 45 days of the offense, the Employer's awareness of the offense, or the completion of an investigation of the matter by other than the supervisor, whichever occurs later. If, for reasons of significantly changed circumstances, further delay in taking the action is anticipated, a notice from the Employer to the employee advising that disciplinary action is being considered, the general basis for the action, and that the employee will be informed when a decision has been made satisfies the requirements of this section.

#### **SECTION 5.02: NONDISCIPLINARY COUNSELING**

a. The parties recognize the Employer has the obligation and responsibility to conduct nondisciplinary counselings to meet regulatory requirements or to correct misconduct that does not warrant discipline as defined above. These counselings may be verbal or written as required by the circumstances involved.

b. The parties agree these counselings, if written and entered into the Supervisor's Work Folder (commonly referred to as AF Form 971), will be shown to the employee. The parties further agree the employee shall acknowledge his/her awareness of the entry by dating and signing the Supervisor's Work Folder. Records of counselings may remain in the Supervisor's Work Folder for up to one year.

#### **SECTION 5.03: NONFORMAL INVESTIGATORY INTERVIEWS AND REPRESENTATIONAL RIGHTS**

a. Before proposing and/or effecting disciplinary action against an employee of the bargaining unit, management officials shall attempt to ascertain all pertinent facts both for and against the employee.

b. When the supervisor becomes knowledgeable of a possible or actual infraction of the Employer's rules of conduct, the supervisor may, at his/her discretion, investigate and/or discuss the matter, Such discussion, where applicable, shall be accomplished informally and in private with the employee(s) involved and the employee representative if requested by the employee.

c. When the Employer or its agents conducts a nonformal investigatory interview, the employee being interviewed is entitled upon request to the presence of a Union representative if the employee reasonably believes that the interview may result in disciplinary action. If representation is requested, no further questioning will take place until the representative is present:

(1) The right to representation in such investigatory interviews arises only when the employee specifically requests union representation.

(2) The Employer reserves the right to cancel the investigatory interview once the employee has requested union representation. A decision by management to cancel an interview on this basis need not be justified in any way, and the Employer may proceed with its investigation and/or disciplinary action on the basis of information from other sources.

d. When all the facts have been gathered and disciplinary action appears to be in order, discipline or a proposed notice thereof, as applicable, will be given to the employee in accordance with the procedures set forth in this Article. Subsequent to issuance, the employee will not be questioned further about the incident if he/she has requested a union representative until the representative is present.

e. Interviews and inquiries shall be conducted privately and in such a manner as to minimize any personal embarrassment to the affected employee(s). Further, if the supervisor has reason to counsel or discipline an employee, such shall be accomplished privately in a manner that will not embarrass the employee(s).

#### SECTION 5.04: NOTICES OF PROPOSED ACTIONS AND NOTICES OF FINAL DECISIONS

a. The employer will give Notices of Proposed Action for disciplinary actions taken under Section 5.06 of this Agreement. Said notices will advise the employee of his/her right to make a reply. Notices of Final Decision will further advise the employee of his/her right to appeal or grieve as appropriate. Receipt dated notices will be given to employees in duplicate so that they may give one copy to their representative or the union if they desire.

b. The affected employee may submit a written request for a time limit extension to reply to a Notice of Proposed Action. Said written request should be submitted to the designated Deciding Official.

c. The decision to take action must be based on the charge(s) stated in the Notice of Proposed Action.

SECTION 5.05: ORAL ADMONISHMENT

With respect to Oral Admonishments, the Employer shall inform the employee of the reasons for the admonishment and the facts that led the Employer to the conclusion that such action was warranted. The Employer will make a brief entry on the appropriate Supervisor's Employee Brief to document the action and date of occurrence. The employee will sign and date the entry to acknowledge receipt of the action. The employee may subsequently file a written grievance at Step 1 of the Negotiated Grievance Procedure contesting the action within 20 calendar days of receipt of the action.

SECTION 5.06: WRITTEN REPRIMANDS, SUSPENSIONS AND REMOVALS

a. For disciplinary actions taken under this section, the Employer shall give the affected employee a Notice of Proposed Action IAW Section 5.04 above. The Notice of Proposed Action will indicate in detail the reasons for the proposed action.

b. The employee may respond verbally or in writing, or both, to the supervisor designated to hear the reply within 20 calendar days of receipt of the Notice.

c. Normally the Employer shall issue a written decision within 45 calendar days of the employee's response, or expiration of the time limits in 5.06b above, whichever comes last

d. The employee may subsequently file a written grievance at Step 1 of the Negotiated Grievance Procedure contesting the decision within 20 calendar days of receipt of the Notice of Final Decision, or, if the disciplinary action is a suspension greater than 14 days, a removal, or a reduction in grade or basic rate of pay the affected employee may exercise appeal rights provided by 5 USC 7121.

e. This Section does not apply to emergency suspensions where the retention of the employee in an active duty status may be injurious to the employee, his/her fellow workers, or the general public; or because of the nature of the employee's offense may reflect unfavorably on the public perception of the Federal Service. In such cases, actions will be taken consistent with applicable laws.

SECTION 5.07: RECORDS OF DISCIPLINARY ACTIONS

a. Records of disciplinary action will be maintained as described below.

- (1) Oral Admonishment..... up to 1 year in Supervisor's Brief\*
- (2) Reprimand..... up to 2 years in Supervisor's Brief  
.....2 years in Official Personnel Folder
- (3) Suspension..... up to 3 years in Supervisor's Brief

..... SF-50 in Official Personnel Folder  
\* Except, if the employee is subject to a second disciplinary action within one year, up to 2 years in Supervisor's Brief

b. Disciplinary Actions, which are removed as a result of a third-party decision, or as a result of a management decision, shall be removed from all of the employee's records. The Employer will make a good faith effort to complete the removal within 10 days of notification of the third party decision.

SECTION 5.08: GRIEVANCES AND APPEALS

All disputes under this Article, except suspensions which exceed 14 days, removals, or a reduction in grade or basic pay in which an employee exercises appeal rights under 5 USC 7121, will be processed under the Negotiated Grievance Procedure. It is understood that proposed letters of reprimand, suspension, removal, or reduction in grade or basic pay are excluded from the Negotiated Grievance Procedure.

SECTION 5.09: LESSER PENALTIES

Where the employer issues a proposed notice of disciplinary or adverse action under the provisions of this Article, it is recognized that the Employer may, after considering an employee's response, subsequently decide or agree to impose a lesser penalty covered by the provisions of this Article. When such occurs, it is agreed that a final decision will be issued without the necessity of issuing an additional proposed notice. Further, the time limits set forth in this Article shall not apply. The employee may subsequently file a written grievance at Step 1 of the Negotiated Grievance Procedure within 20 calendar days of the final decision.

SECTION 5.10: DECISIONS BY APPROPRIATE AUTHORITY

When, after an adverse action hearing has been conducted under appropriate regulations, the Employer is directed by appropriate authority to impose a lesser action where such disciplinary action is covered under this Article, such decision will be final and not subject to further review under the Grievance Procedure.

SECTION 5.11: LAST CHANCE AGREEMENTS

The parties recognize that last chance agreements are a useful tool to afford an employee an option between rehabilitation and discipline. Upon request of the union, the parties at the local level will negotiate over the implementing procedures for last chance agreements.

**ARTICLE 6**  
**NEGOTIATED GRIEVANCE PROCEDURE**  
**AND**  
**ALTERNATIVE DISPUTE RESOLUTION**

**SECTION 6.01: SCOPE AND COVERAGE**

This Article shall constitute the sole and exclusive procedure available to the Employer, the Union, and employees of the bargaining unit for the resolution of grievances subject to the control of the Employer applicable to any matter involving the interpretation, application, or violation of this Agreement or local supplements thereto, any matter involving working conditions, or any matter involving the interpretation and application of applicable law, policies, regulations, and practices of the Air Force, AFMC, and subordinate AFMC activities not specifically covered by this Agreement.

**SECTION 6.02: INFORMAL DISPUTE RESOLUTION**

a. The Union and AFMC agree Alternate Dispute Resolution (ADR) increases the Parties' opportunities to resolve workplace disputes. Therefore, the parties agree to work in partnership by establishing an ADR Program to use in connection with work place disputes. Both parties also agree that ADR is not intended to replace the negotiated grievance procedure and that use of the ADR process is strictly voluntary. The parties understand that ADR can provide long term solutions to employee-employer conflict through "stakeholder participation and buy-in". Therefore, the parties agree that the ADR program and procedure will be negotiated and developed at the local level.

b. Open communication and resolution of disputes at the lowest level is encouraged. In the event informal resolution is not achieved, the initiation of the Step 1 meeting of the negotiated grievance procedure shall serve as the employee's affirmative election of the formal negotiated grievance procedure as opposed to statutory procedures.

**SECTION 6.03: OPTIONAL USE OF STATUTORY APPEAL PROCEDURES**

a. An aggrieved employee affected by a prohibited personnel practice under Section 2302(b)(1) of CSRA which also falls under coverage of the Negotiated Grievance Procedure (NGP) may raise the matter under a statutory procedure or the negotiated procedure, but not both. Selection of the negotiated procedure in no manner prejudices the right of an aggrieved employee to request the Merit Systems Protection Board to review the final decision pursuant to Section 7702 of CSRA in the case of any personnel action that could have been appealed to the Board, or, where applicable, to request the Equal Employment Opportunity Commission to review a final decision in any other matter involving a complaint of discrimination of the type prohibited by any law administered by the Equal Employment Opportunity Commission.

b. Matters covered under Sections 4303 and 7512 of the CSRA which also fall within the coverage of the negotiated grievance procedure may, at the discretion of the aggrieved employee, be raised either under the appellate procedures of Section 7701 the CSRA or under the negotiated grievance procedure, but not both.

#### SECTION 6.04: GRIEVABILITY/ARBITRABILITY DETERMINATIONS

The Employer agrees to furnish the Union a final written decision concerning the nongrievability or nonarbitrability of a grievance, within the time limits provided for the written decision in Step 2 of this procedure. If the grievance is alleged to be subject to statutory appeal procedures, except as modified by Article 5, Discipline, the decision shall expressly state that it is the activity's final decision in the matter. All disputes of grievability or arbitrability shall be referred to an arbitrator as a threshold issue of the grievance in accordance with Article 7, Arbitration. If the arbitrator determines that the issue is arbitrable, the arbitrator will hear the merits of the grievance.

#### SECTION 6.05: EXTENSIONS OF TIME LIMITS

a. Time limits in this Article may be extended by mutual agreement of the Employer and the Union. Mutual agreement must be in writing and signed by the activity Local Union President, or a designated representative, and the activity Labor Relations Officer, or a designated representative. Management's failure to respond or meet will permit the grievance to be elevated to the next step.

b. If the agency fails to respond in a timely manner at Step I, the Union has the right to meet with the respective Directorate (or equivalent) to discuss the matter of timeliness. The meeting will include the directorate official (or equivalent), Step I DMO, Grievant and the Union steward. This meeting does not preclude the union from advancing the grievance to Step II.

c. If the agency fails to respond in a timely manner at Step II, the Union has the option of immediately invoking arbitration or meeting with the Installation Command Section to discuss the matter. The meeting will include the Installation Command Section Official, Step II DMO, Grievant and the Union Steward. The intent of the meeting is to discuss why the response wasn't timely and to seek resolution of the grieved matter. If this meeting does not resolve the issue the Union is free to invoke arbitration, with the timeframes for invoking based on the date of the meeting.

d. In the event that either party elects, this section may be reopened after nine months from the date of execution of this agreement.

#### SECTION 6.06: UNION OBSERVER AT GRIEVANCES WHERE EMPLOYEES REPRESENT THEMSELVES

If a unit employee presents a grievance directly to management, without Union representation, for adjustment consistent with the terms of this Agreement, the Local shall be given an opportunity to have an observer present at any discussion of the grievance on official time if the observer would otherwise be in a duty status.

#### SECTION 6.07: PROTECTION FROM REPRISAL

The Employer and the Union agree that every effort will be made by management and the aggrieved to settle grievances at the lowest possible level. In as much as dissatisfaction and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization.

#### SECTION 6.08: NEGOTIATED GRIEVANCE PROCEDURE FOR EMPLOYEE GRIEVANCES

a. An employee with a *potential* grievance within the control of the Employer will obtain a AFMC Form 913, Standard Grievance Form from the supervisor or the union, complete Part 1 and present the AFMC Form 913 to the supervisor within 20 calendar days of the date of the management action giving rise to the potential grievance or reasonable awareness of such action or occurrence. The employee will inform the supervisor of the nature of the complaint. The employee may request consultation with the designated union representative. Presentation of the AFMC Form 913 does not preclude informal resolution as discussed in Section 6.02.

b. The first level supervisor will do the following.

- (1) Provide a receipted copy of the AFMC Form 913 to the employee as soon as possible but not later than 1 workday.
- (2) Forward a copy of the AFMC Form 913 to the Union within 3 workdays.
- (3) Forward the AFMC Form 913 to the designated management official (DMO) designated to hear grievances within 3 workdays. The DMO to whom the grievance is referred must not be the official who took the action.
- (4) Contact the supervisor of the designated Union steward within 3 workdays to coordinate the steward/employee meeting. If no steward is designated in that area, the supervisor will contact the Union office. Grievance preparation will be conducted as near the work site as possible in reasonable privacy, e.g., a conference room, vacant office, etc.

c. The DMO will arrange for the Step 1 meeting to be held within 15 calendar days of his/her receipt of the AFMC Form 913 unless otherwise mutually agreed. Prior to the beginning of the Step 1 meeting, the employee shall affirm in writing the election of the formal negotiated grievance procedure as opposed to statutory procedures. The DMO will discuss the grievance with the grievant(s) and the union representative, and any other person deemed necessary by the DMO for resolution. If the DMO determines he/she does not have the requisite authority to resolve the grievance, the DMO will forward the grievance within 5 calendar days after his/her receipt of the grievance or the meeting to the management official with the requisite authority to make a decision. If the grievance is timely forwarded within the five calendar days, the management official with the requisite authority will have 15 calendar days from receipt of the referred grievance to arrange and conduct a meeting.

d. Immediately prior to the end of the Step 1 meeting the grievant and the union representative will complete Part II of the AFMC Form 913 and return the AFMC Form 913 to the DMO. The DMO will provide a copy of the updated AFMC Form 913 to the grievant and union representative prior to adjourning the Step 1 meeting.

e. The DMO shall provide a written decision and the original grievance package to the grievant within 15 calendar days of the Step 1 meeting unless otherwise mutually agreed. Rationales for grievance decisions will be provided commensurate with the issues framed in the grievance.

f. Step 2. If the DMO denies the grievance at Step 1 of the NGP the grievant may elevate the grievance to the Installation Commander, or his/her designee. The grievance must be received in the servicing Labor and Employee Relations Section within 15 calendar days of receipt of the Step 1 decision.

- (1) The Step 2 grievance packet must include the AFMC Form 913 and any management responses received prior to submission to Step 2 of the NGP. New issues, i.e., issues not raised as part of the Step 1 process, shall not be raised.
- (2) If either party desires to hold a meeting, such meeting will be held within 15 calendar days. The Commander, or his/her designee, will issue a written decision to the union representative within 15 calendar days of receipt of the grievance, or within 15 calendar days of the Step 2 meeting. Rationales for grievance decisions will be provided commensurate with the issues framed in the grievance. This decision will be the Employer's final decision on the grievance for the purpose of invoking arbitration.

## SECTION 6.09: UNION OR EMPLOYER GRIEVANCES AT ACTIVITY LEVEL

For grievances between the Employer and the Union at the activity level, the following procedures apply.

a. If the Employer is aggrieved at the subordinate activity level, its representative shall file a written grievance with the president of the Union local representing bargaining unit employees at that particular activity within 20 calendar days of the date of the act or awareness of the act causing said grievance. Representatives of the parties shall meet as soon as possible on a mutually agreeable date, but not later than 20 calendar days from the date of submission of the grievance, at the subordinate AFMC activity to discuss the matter. Within 20 calendar days of said meeting, the local president or designee shall render a decision, in writing, in the matter to the Commander of the subordinate AFMC activity. Rationales for grievance decisions will be provided commensurate with the issues framed in the grievance. If such decision fails to resolve the matter, the Employer may invoke the procedures for activity level arbitration as set forth in Article 7.

b. If the Union is aggrieved, the president or designee of the resident activity AFGE Local shall submit the grievance in writing to the Commander or designee of the activity within 20 calendar days of the act or awareness of the act causing the grievance. The Commander or designee shall contact the President of the AFGE local, or designee, within 20 calendar days to ascertain whether the Union wishes to meet over the matter. If either party desires to hold a meeting, such meeting between the Local Union President, or designee and the Commander or designee will be held within 20 calendar days from the date of receipt of the grievance.

- (1) Within 20 calendar days of the date the grievance was received by the Commander or designee or within 20 calendar days of the date of the meeting, the Commander or his/her designee shall render a written decision to the local Union. Rationales for grievance decisions will be provided commensurate with the issues framed in the grievance.
- (2) If the decision fails to resolve the grievance, the Union may submit the issue to arbitration in accordance with Article 7.
- (3) At the request of the Council President or designee, the AFMC Commander, or designee, will meet to determine whether a Union activity grievance shall be arbitrated for command wide application upon mutual consent of the parties.

## SECTION 6.10: UNION OR EMPLOYER GRIEVANCES AT COMMAND LEVEL

Grievances between the Employer and the Union at the Command level shall be filed directly by the aggrieved party as follows:

a. Within 30 calendar days of the incident or knowledge of the incident, the aggrieved party must file a written grievance with the party alleged to have violated this Agreement stating the basis for the grievance and including any available documentation, information, and correspondence.

b. The parties, at either the Command or the activity level, will meet informally to discuss and attempt to resolve the matters unless mutually agreed otherwise.

c. Within 30 calendar days of the date of the initial grievance, the responding party shall issue a final decision in the matter. If the matter is not resolved the aggrieved party may invoke arbitration. Questions of grievability/arbitrability must be raised at this point. The AFGE Council 214 President or designee, and the Chief, Labor and Employee Relations Division, HQ AFMC, or designee, are authorized to file and/or respond to grievances at the Command level for the Union and the Employer respectively.

#### SECTION 6.11: WITNESSES

Employees shall be made available as witnesses at any step and will not suffer loss of pay or charge to leave while they are serving in that capacity if otherwise in a duty status.

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## ARTICLE 7

### ARBITRATION

#### SECTION 7.01: INVOKING ARBITRATION AT THE ACTIVITY LEVEL

a. The following procedure will apply when invoking arbitration:

If the Union wishes to invoke arbitration, the Local Union President, or designee, must present to the activity Labor Relations Office a written request for arbitration within 30 calendar days of receipt of the Step 2 decision, or in the absence of a decision, the date a decision was due. Within 30 calendar days of a request for arbitration, or as otherwise agreed, a hearing will be scheduled on a date mutually convenient to both parties. The parties will strive to have the hearing held no later than 45 calendar days after the request for arbitration.

b. Establishing the List of Arbitrators. An alphabetized list of arbitrators will be established at each activity to be used in a fixed rotation. The alphabetical rotation for selection of an arbitrator will be followed until an arbitrator is available. The parties will agree upon the number of arbitrators to maintain on a list to satisfy local arbitration requirements. The parties at each activity will exchange a list of 20 arbitrators. Names common to both lists are placed on the permanent list. If more than the agreed upon number of names appear on both lists, alternate striking of names will be used to reduce the list (first strike is determined by chance). If insufficient names appear, additional lists of 20 names will be exchanged until the agreed upon number of arbitrators has been selected. Once selected, the arbitrators will be provided a copy of this procedure and asked if they desire to participate. Once the list of permanent arbitrators is established, either the Union or Management may unilaterally remove one arbitrator in a 12-month period. Arbitrators may be removed at any time by mutual consent. Arbitrators may also remove themselves from the list. The party initiating a removal from the list must simultaneously notify the other two parties. At any time the list of arbitrators contains less than the agreed upon number of arbitrators, the parties have 10 workdays to exchange a list of at least seven names and use the above procedures to replenish the permanent list.

c. Arbitration may not be invoked at both activity and command level on the same grievance.

d. Grievances that have been processed separately through the negotiated grievance procedure may be combined for arbitration only by mutual agreement of the parties. Any such agreements will be in writing.

#### SECTION 7.02: INVOKING ARBITRATION AT COMMAND LEVEL

a. Grievance with Command-Wide Application: Where the Union is the moving party, the Council President may invoke arbitration by sending a copy of the FMCS/AAA form/letter to the AFMC Labor Relations Officer. Where the Employer is the moving

party, the Employer may invoke arbitration by sending a copy of the FMCS/AAA form/letter to the AFGE Council President. The request for arbitration must be made within 30 calendar days of receipt of the Step 2 decision, or in the absence of a decision the day a decision was due.

b. Arbitration may not be invoked at both activity and command level on the same grievance.

c. Grievances that have been processed separately through the negotiated grievance procedure may be combined for arbitration only by mutual agreement of the parties. Any such agreements will be in writing.

d. Within 40 calendar days of the transmittal date of a list of arbitrators from the selected source, representatives of the parties shall meet to select an impartial arbitrator. Except for excluded issues involving statutory appeals, if an arbitrator is not jointly selected within 40 calendar days of the transmittal date, the party invoking arbitration has 10 days to request a direct designation of an arbitrator, or the request will be considered stale and the grievance closed. The parties empower the selected source to grant the request.

e. Failing to reach agreement on one of the names on the list, representatives of the Union and the Employer shall alternately strike one arbitrator's name from the list of seven arbitrators until only one name remains. Initial striking shall be determined by chance. The remaining name shall be the duly selected arbitrator.

#### SECTION 7.03: DATE AND SITE OF ARBITRATION

a. Upon notification through the selected source to the arbitrator of selection, representatives of the Employer and the Union shall jointly make arrangements for the hearing on a mutually acceptable date. The parties shall make every effort to schedule arbitration hearings arising hereunder within 30 calendar days of notification by the selected arbitrator of his/her availability.

b. The arbitration over employee grievances shall take place at the installation where the employee works, unless otherwise mutually agreed.

c. The location of Command-wide arbitration hearings that have Command-wide application shall take place at the Employer's Headquarters, unless otherwise mutually agreed.

d. Local Union grievances that have local application shall take place at the activity level.

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

#### SECTION 7.04: ARBITRATOR FEES AND EXPENSES

- a. The fee and expense of the arbitrator shall be borne equally by the Employer and the Union.
- b. The cost of a shorthand reporter or transcript, where such is mutually agreed upon by the parties or where requested by the arbitrator, shall be shared equally by the parties. Absent mutual agreement, either party may unilaterally request that a transcript be prepared but must bear all costs incurred in its preparation. However, any party subsequently requesting and receiving a copy of a transcript of an arbitration hearing must pay 50% of all costs incurred in the preparation of such transcript.
- c. If a cancellation fee is incurred in either regular or expedited arbitration, the party withdrawing from arbitration shall be responsible for the full cost of such cancellation fee unless the withdrawal is by virtue of a written agreement or a settlement.

#### SECTION 7.05: QUESTIONS OF GRIEVABILITY/ARBITRABILITY

The arbitrator shall have the authority to make all grievability and/or arbitrability determinations. Threshold questions of arbitrability/grievability shall be submitted to an arbitrator by written brief. The arbitrator will render a written decision on the threshold issue(s) prior to a hearing on the merits of the underlying case, unless otherwise mutually agreed.

#### SECTION 7.06 PROCEEDINGS - ARBITRATOR'S AUTHORITY - AWARD

- a. The arbitrator's authority is limited to deciding only the issue or issues considered in the formal grievance. If the parties fail to agree on a joint stipulation of the issue for arbitration, then each shall submit a separate stipulation and the arbitrator shall determine the issue or issues to be heard. The arbitrator is empowered to fashion an appropriate remedy consistent with the terms of this contract and in accordance with applicable law (e.g. 5 USC 5596), rule or regulation. Either side reserves the right to argue to the arbitrator what such an appropriate remedy should be.
- b. The order of proceedings will be determined by the arbitrator.
- c. The arbitrator will be requested to render a decision as quickly as possible, but not later than 30 days after the conclusion of the hearing unless the parties mutually agree to extend this time limit.
- d. The arbitrator's award shall be binding on the parties and implemented upon receipt, unless appealed and stayed. Either party may file exceptions to the arbitrator's award in accordance with the CSRA.

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

f. Arbitration awards rendered at the activity level under the procedure for arbitration as set forth herein shall apply to and be implemented only at the subordinate AFMC activity at which the grievance arose and at which the arbitration hearing was held unless otherwise expressly agreed to by the Employer and the Union. Arbitration awards rendered at the Command level shall be applied Command-wide unless otherwise determined by the arbitrator.

#### SECTION 7.07: WITNESSES

a. The Employer agrees that a reasonable number of relevant witnesses, who are employees of the Employer and who are otherwise in a duty status, shall be excused from duty to provide testimony in arbitration hearings arising under this Article. A reasonable amount of duty time, if otherwise in a duty status, and subject to mission requirements, may be granted for a pre-hearing interview. Such employees shall not suffer loss of pay or charge to leave.

b. Unless agreed otherwise, the parties must exchange written witness lists no later than 14 calendar days prior to the scheduled date of the hearing.

c. Either side's representative may interview the other party's witnesses on the witness list provided the witness consents to be interviewed and is advised of the following:

(1) The cooperation of the witness is completely voluntary.

(2) The witness is free to refuse to cooperate in the interview.

(3) The party seeking the interview will not take any act of reprisal against the witness if the witness decides to not be interviewed.

The contact to determine whether the witness consents to be interviewed shall be by telephone, except where the representative and the witness are assigned to the same work area.

#### SECTION 7.08: EXPEDITED ARBITRATION

a. GENERAL. The parties agree that individual employee grievances on matters listed below will be arbitrated using the expedited procedure unless the parties mutually agree to the regular arbitration procedure. Further, the parties may agree to include any subject not listed in expedited arbitration. Any such agreements will be in writing. Expedited arbitration procedures may not be used for Union or Employer grievances. Group grievances may be included by mutual agreement. Awards rendered in this expedited procedure will have no precedential value.

b. Grievances involving the following issues must be arbitrated under this procedure, unless otherwise mutually agreed:

- (1) Suspensions of 3 days or less
- (2) Decisions to reprimand
- (3) Oral admonishment
- (4) Entries on Supervisor's Work Folder (commonly referred to as AF Form 971)
- (5) Matters regarding leave
- (6) AWOL
- (7) Overtime
- (8) Appraisals
- (9) Parking
- (10) Shift Assignment
- (11) Loans

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

d. Witnesses and Conduct of Hearing. Either party may use up to five witnesses unless it is mutually agreed to use more. Witness lists will be exchanged within seven days of the scheduled hearing unless mutually agreed otherwise. There will, however, be no formal rules of evidence, no transcripts taken and no pre or post hearing briefs allowed. Unless agreed otherwise, the hearing is limited to one hearing day.

e. Selection of Arbitrators. A permanent alphabetized list of seven arbitrators will be established at each activity to be used in a fixed rotation. The alphabetical rotation for selection of an arbitrator will be followed until an arbitrator is available.

f. Establishing the List of Arbitrators. The parties at each activity will exchange a list of 20 arbitrators. Names common to both lists are placed on the permanent list. If more than seven names appear on both lists, alternate striking of names will be used to reduce the list (first strike is determined by chance). If insufficient names appear, additional lists of 20 names will be exchanged until up to fifteen arbitrators have been selected. Once selected, the arbitrators will be provided a copy of this procedure and asked if they desire to participate. Once the list of seven permanent arbitrators is established, either the Union or Management may unilaterally remove one arbitrator in a 12-month period. Arbitrators may be removed at any time by mutual consent. Arbitrators may also remove themselves from the list. The party initiating a removal from the list must simultaneously notify the other two parties. At any time the list of arbitrators contains less than seven arbitrators, the parties have 10 workdays to exchange a list of at least seven names and use the above procedures to replenish the permanent list to seven names.

g. Arbitrator Fees. Arbitrators under this procedure will be compensated at their scheduled rate or \$1,000, whichever is less, plus all travel expenses (to include airfare, rental car, food, lodging, parking, mileage, etc.). The fee and expense of the arbitrator shall be borne equally by the Employer and the Union.

h. Arbitrator's Awards. Arbitrators under this procedure will issue their awards either:

- (1) from the bench at the close of the hearing, and confirmed in writing within 3 calendar days from the close of the hearing; or
- (2) in writing within 5 calendar days after the close of the hearing.

## **ARTICLE 8**

### **DUES WITHHOLDING**

#### **SECTION 8.01: AUTHORIZATION**

Members of the Union who are in the exclusive bargaining unit may authorize payroll deductions of regular, periodic dues including deductions for the AFGE Dental Insurance, AFGE Life Insurance, or combinations thereof, by voluntarily executing Standard Form 1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues." Effective date of such request shall be as set forth in Section 8.06 below.

#### **SECTION 8.02: INITIATING AND CANCELING DUES**

An allotment may be submitted to the Civilian Pay Section of a subordinate AFMC activity at any time. Members of the Union who are in the exclusive bargaining unit and who have voluntarily authorized Union dues withholding may cancel payroll deductions of said dues by voluntarily executing a Standard Form 1188, "Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues." Where such forms are unavailable or where the employee declines to use such form, a written, signed, and dated statement from the employee authorizing revocation of his/her voluntary allotment will be sufficient. SFs 1188 or such written revocation shall be forwarded to the Civilian Pay Section of the subordinate AFMC activity to which the employee is permanently assigned. Effective date of such revocation shall be as set forth in Section 8.06b below.

#### **SECTION 8.03: CRITERIA FOR NONELIGIBILITY**

A member of the Union who is in the exclusive bargaining unit will cease to be eligible for dues withholding under this Article if any of the following situations arise:

- a. He/she ceases to be a member in good standing of the Union; or
- b. He/she ceases to be a part of the exclusive bargaining unit; or
- c. He/she fails to receive sufficient compensation to cover the total amount of the allotment.

#### **SECTION 8.04: UNION RESPONSIBILITIES**

- a. The Union at the local level may publish, on a quarterly basis, information advising bargaining unit employees of the procedures and time periods for starting and terminating dues withholding as set forth in Section 8.06a and b.

- b. The Union agrees to assume responsibility for purchasing and distributing to its members SFs 1187, and assuring members return completed forms to the Union.
- c. Notifying the Civilian Pay Section of each subordinate AFMC activity in writing of:
- (1) The names and titles of officials authorized to make the necessary certification of SFs 1187 in accordance with this Agreement;
  - (2) The name, title, and address of the allottee to whom remittances should be sent, including how the check should be made out;
  - (3) Any change in the amount of membership dues; and
  - (4) The name of any employee who has been expelled or ceases to be a member in good standing in the Union within ten days of such final determination.
- d. The Union agrees to assume responsibility for forwarding properly executed and certified SFs 1187 to the Civilian Pay Section of the appropriate AFMC activity on a timely basis.
- e. Promptly forwarding an employee's revocation on SF 1188, "Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues," in duplicate to the Civilian Pay Section of the activity when such revocation is submitted to the Union.

#### SECTION 8.05: MANAGEMENT RESPONSIBILITIES

- a. Management will be responsible for insuring that the Accounting and Finance Division of each subordinate AFMC activity as applicable will:
- (1) Permit and process voluntary allotments of dues in accordance with this Article.
  - (2) Withhold employee dues on a biweekly basis.
  - (3) Provide the following information on the remittance listing to the activity Union local designee:
    - (a) The name of each activity unit employee for whom a deduction is made during the current pay period, plus the name of each activity unit employee for whom authorizations were applicable in the previous pay period but for whom amounts are not being deducted in the current pay period.
    - (b) For each activity unit employee the following information will be given to the activity Union local designee to the extent applicable:

- (i) Amount withheld for each activity unit employee.
- (ii) Identification of activity employees who have submitted revocation of allotment (SF 1188) with effective date of final deduction.
- (iii) Identification of activity employees for whom allotments have been temporarily or permanently stopped and reasons therefor (e.g., no deduction because employee's compensation was insufficient to permit a deduction, no deduction because employee has been separated, transferred, or reassigned outside the unit recognized as covered by the agreement to withhold dues, etc.).
- (iv) The amount deducted.

b. Management will be responsible for insuring that the Civilian Personnel Office will notify an employee submitting an SF 1187 when that employee is not eligible for an allotment because he/she is not included under the recognition on which this Agreement is based.

c. The Civilian Pay Section and the Labor Relations Office at each activity will be supply points for employees in the bargaining units to get SFs 1188.

d. Management will be responsible for timely discontinuances of dues withholding of employees who are separated, transferred, promoted, or otherwise reassigned outside any of the bargaining units covered by this Agreement.

e. Management at the local level will publish the following notice in January of each year:

Notice to AFGE Unit Employees Concerning Union Dues

Employees desiring to initiate an authorization for dues withholding may obtain an SF 1187 from any AFGE steward or official. The effective date will be the first full pay period after receipt of the SF 1187 by the Civilian Pay Section.

Employees wishing to discontinue their dues withholding may obtain SF 1188s from the Civilian Pay Section or the Labor Relations Office. Discontinuance of dues withholding will be effective as follows:

- (1) For an employee who began dues withholding allotments before 11 January 1979: Beginning the first full pay period following 1 September provided the SF 1188 is received by the Civilian Pay Section prior to 1 September.

(2) For an employee who started dues withholding on or after 11 January 1979: Beginning the first full pay period following the particular anniversary date (the anniversary date is the starting date of the first pay period for which dues were deducted from the employee's pay).

SECTION 8.06: EFFECTIVE DATES FOR DUES WITHHOLDING ACTIONS

ACTION	EFFECTIVE DATE
a. Starting dues withholding	Beginning of first pay period after date of receipt of properly executed and certified SF 1187 by Civilian Pay Section.
b. Revocation of dues by employee	Dues may be revoked on applicable dates indicated below:  (1) For an employee who began dues withholding allotments before 11 Jan 1979: Beginning the first full pay period following 1 September provided the SF 1188 is received by the Civilian Pay Section prior to 1 September.  (2) For an employee who started dues withholding on or after 11 January 1979: Beginning the first full pay period following the particular anniversary date (the anniversary date is the starting date of the first pay period for which dues were deducted from the employee's pay).
c. Termination due to loss of membership in good standing	Beginning of first pay period after date of receipt of notification by the civilian pay section.
d. Termination due to loss of exclusive recognition on which allotment is based, or termination by an appropriate authority outside the Department of Defense.	Beginning of first pay period following loss of recognition.

e. Termination due to separation or movement outside unit of recognition

(a) If action is effective the first day of a pay period, termination of allotment will be at the end of the preceding pay period.

(b) If action is effective on any day other than the first day of a pay period, termination of allotment will automatically be at the end of the pay period.

f. Termination due to employees noneligibility for dues withholding.

Beginning of first pay period after date of receipt of notification in the Civilian Pay Section.

#### SECTION 8.07: CHANGES IN DUES AMOUNTS

Each Union local at each subordinate AFMC activity may change the amount of membership dues deducted per employee (including add-on insurance premium deductions). The president of the Union local at the particular activity shall forward a certification to the activity Civilian Pay Section indicating that the amount of dues has changed; such certificate must be received at least 10 workdays prior to the first day of the pay period in which such change is to be effective. Changes shall become effective the first full pay period after timely receipt by the activity Civilian Pay Section, or on a later date if specified by the Union. The Civilian Pay Section will notify the Union monthly of the bargaining unit members who have submitted SFs 1188.

#### SECTION 8.08: ADMINISTRATIVE ERRORS

- a. The Employer shall not recoup money from the Union dues remittance payments.
- b. In the event that a member's dues deduction authorization is terminated by said member leaving the bargaining unit, and the employer erroneously fails to immediately terminate said deduction, the employer shall terminate said deduction upon learning of the error.
- c. The employer shall start dues deductions effective on the pay period following the submission of Form 1187 as required by Section 8.01 above. In the event of an administrative error in the starting of such dues deduction, the one-year period for such deductions shall begin on the date such error is corrected.

d. In the event the Employer erroneously pays any monies to the Union as a result of any arithmetic or computer error, the Union shall promptly return said funds to the Employer. Errors resulting from dues incorrectly collected shall not fall within this requirement.

e. Deductions will not be made for an employee who has been in a nonpay status for a pay period.

#### SECTION 8.09: PROVISIONS OF 5 USC SECTION 7102

Nothing in this Agreement shall require an employee to become or remain a member of the Union or to pay money to the Union except pursuant to a voluntary written authorization by an eligible member of the Union for payment of dues through the payroll deduction procedures set forth above or by voluntary cash dues payment by a member.

#### SECTION 8.10: REMITTANCE OF DUES MONIES

a. The Employer shall remit dues deductions monies to the Union no later than the Tuesday following employees pay date together with a listing of employees for whom deductions were made.

b. The Employer shall make available "electronic fund transfer system" as soon as said system is implemented within Air Force Materiel Command. Further, the Employer will immediately notify the Union and provide for implementation bargaining in regard to said system.

c. Collection of Union Dues Following Reinstatement. A bargaining unit employee reinstated as the result of a third-party decision who had dues withholding allotment in effect on the date of removal, and who informs the Employer in writing of his/her election to do so, will have a sum deducted from the employee's backpay equivalent to the amount of dues certified by the AFGE Local as being due, and verified by the Employer. When the employee elects to pay the retroactive dues for the period covered by the backpay award, the original SF1187 in effect upon the date of the reinstated employee's removal will be considered as having remained in effect as though the reinstated employee had never had a break in service. Any dispute the reinstated employee may have regarding the dues remittance sum will be resolved according to internal union procedures and Section 8.08 of this agreement.

## ARTICLE 9

### COMMUNICATIONS

#### SECTION 9.01: GENERAL

In keeping with the labor/management objectives of this Agreement, the Employer and the Union will use best efforts to respond in writing to respective correspondence within 10 calendar days after receipt, but not to exceed 15 calendar days after receipt of request.

#### SECTION 9.02: MEDIA ACCESS TO UNION OFFICIALS WITH ON BASE UNION OFFICES

- a. At the request of the Union president or designee media access to on base Union President's Office will be granted by the employer unless prohibited because of internal security reasons.
- b. Request, for media access, by the Union will be made to the Public Affairs Office.
- c. Normally at least 24 hours notice will be given but not less than 1 hour unless otherwise mutually agreed.
- d. The Union and Management are obligated to escort media personnel to/from Union facilities unless mutually agreed otherwise.
- e. Media interviews with Union officials at on base Union facilities will be conducted without employers presence, unless mutually agreed otherwise.

#### SECTION 9.03: AF TELEPHONE SYSTEM

For purposes of administering this nationwide Agreement and other appropriate official business, the local presidents or their designees will have two lines of the Defense Switching Network (DSN) or equivalent at the union office. It is understood that these telephones will be used for conducting proper labor-management relations activities. They will not be used for solicitation of membership or dues or other internal business of AFGE.

#### SECTION 9.04: ON-LINE PUBLICATIONS

At the request of the Local President and when capability exists, access to on-line libraries for AF, AFMC, and local publications will be provided to the Union consistent with agency security procedures. Hardware and commercial software required for access will be the responsibility of the Union unless mutually agreed otherwise at the local level. Access to on-line libraries will not be used to transmit defamatory, political, or internal union business information.

## **ARTICLE 10**

### **TOTAL QUALITY**

#### **SECTION 10.01: PHILOSOPHY**

a. Management and the Union are committed to the goals of the National Performance Review and resolve to make AFMC a model employer through the use of TQ principles and practices. The parties will be partners, dedicated to providing the most effective and highest quality support at the best cost to our customers. The parties recognize that quality depends on everyone's commitment and participation.

b. Both parties expect full involvement by the other. The goal of both parties is to fully protect the rights of our workers and develop a Union/Management teamwork. Management recognizes the Union's role as the employees' exclusive representative in all matters affecting working conditions and will not interfere with that responsibility.

#### **SECTION 10.02: COMMITMENT**

a. The parties agree that the success of TQ is difficult to attain without full cooperation and support of both parties. Both parties recognize that a quality product starts with a quality work environment. One of management's primary responsibilities will be the creation of a work environment where employees are empowered, encouraged and helped to, develop improvement in their processes. The key element is teamwork.

b. The Union agrees to focus its resources on furthering TQ. The Union will encourage all employees to become fully involved in TQ. Both parties agree to regularly publish articles in their respective news letter/newspaper championing the successes of TQ and the parties cooperative efforts.

#### **SECTION 10.03: PARTICIPATION**

Union representatives will be provided the opportunity to participate in process improvement teams. Such teams may not modify written agreements between the Union and the Employer.

## **ARTICLE 11**

### **TESTING**

#### **SECTION 11.01: REQUIRED TESTS**

Tests will be used when required by the Office of Personnel Management, U.S. Air Force or the Air Force Materiel Command. Tests required by the employer for effecting personnel actions shall meet Office of Personnel Management (OPM) guidelines.

#### **SECTION 11.02: RETESTING**

An employee shall be entitled to retesting in accordance with appropriate regulations.

#### **SECTION 11.03: REGULATORY GUIDELINES**

All tests used for personnel actions shall be valid and job related as required by OPM guidelines.

#### **SECTION 11.04: FEDERAL HIGHWAY ACT TESTING**

Management officials agree to provide a reasonable amount of official time to study for the written and road tests required under the Federal Highway Act.

## **ARTICLE 12**

### **MERIT PROMOTION**

#### **SECTION 12.01: GENERAL**

It is agreed that the Employer will use the skills and abilities of bargaining unit employees to the maximum extent possible consistent with mission requirements, merit principles and applicable laws and regulations. All actions under this Article shall be made without regard to political or religious affiliation, marital status, race, color, sex, national origin, age, or nondisqualifying handicap as required by applicable law.

#### **SECTION 12.02: SCOPE AND COVERAGE OF ARTICLE**

This Article applies to positions within the bargaining unit which the Employer fills permanently by internal merit promotion procedures. Bargaining unit employees will be considered for all positions for which they are eligible in accordance with applicable regulations, except employees encumbering formal trainee or apprentice type positions. Those trainees will be excluded from competitive consideration up to and including the target grade level of the program to which enrolled. Consideration will be given to all eligible employees applying for or identified for promotion consideration as required by applicable merit promotion regulations. The Employer retains the right to select or nonselect employees for competitive merit promotion under the procedures set forth in this Article, and in accordance with applicable law, rule and regulation.

#### **SECTION 12.03: SKILLS LOCATOR/VACANCY ANNOUNCEMENT**

a. A mechanized skills locator system may be used to identify candidates for competitive promotion consideration. When the Employer determines that a mechanized skills locator system will not be used at a particular activity or for a particular vacancy at the installation, vacancy announcements will be used. Vacancies will be advertised in an activity publication at the subordinate AFMC activity where the vacancy exists, for at least one week prior to the closing date of the announcement. All open continuous announcements of activity vacancies will be posted on official bulletin boards at the activity or publicized periodically in an activity publication. The local Union at the subordinate activity where an open continuous announcement is posted will be provided one copy of such announcement by the activity's Civilian Personnel Office.

b. Managers with vacancies will consult with the staffing office to assure that consideration is given to bargaining unit employees prior to a determination to go to outside sources. Where profiles are available, the profiles will be referred to the appropriate official for review.

#### SECTION 12.04: CONTENT OF VACANCY ANNOUNCEMENTS

Vacancy announcements will provide a summary statement of duties, identify appropriate tests required, and provide a statement of the basic qualifications for each vacancy. Any changes made by the Employer in the basic qualifications for an announcement vacancy will require that the vacancy be reannounced.

#### SECTION 12.05: NONCOMPETITIVE/COMPETITIVE PROCEDURES

- a. Except where otherwise governed by the terms of this Agreement, noncompetitive promotions will be accomplished in accordance with applicable law, rule and regulation.
- b. Competitive actions will be made from profiles prepared through the application of evaluation factors such as training and experience, appropriate tests, supervisory appraisals of employee performance, and other appropriate factors.

#### SECTION 12.06: AREA OF CONSIDERATION

That area in which the Employer makes an intensive search for eligible promotion candidates in a specific competitive promotion action is the area of consideration. Except where the vacant position is covered by an established career program or AFMC promotion program, the minimum area of consideration for permanent merit promotion actions involving positions in the bargaining unit shall be as follows:

- a. At each AFMC facility the minimum area of consideration for bargaining unit vacancies will consist of all employees serviced by the Central Civilian Personnel Office at the subordinate activity or as otherwise mutually agreed locally for unique situations.
- b. Exceptions to the above minimum areas of consideration shall be in accordance with applicable law, rule, or regulations. In all cases, candidates from outside of the Air Force who have applied or have been referred for the vacancy or type of position may also be considered concurrently with qualified Air Force candidates in accordance with applicable law, rule or regulations. However, all candidates must meet the same or similar requirements and be evaluated by the same or similar evaluation standards to the extent possible.
- c. The Employer agrees to consider employees of the bargaining unit for all vacancies for which they are eligible within the area of consideration as set forth above, including vacancies for positions outside the Unit of Recognition. However, it is understood that the procedures used in filling positions outside of the Unit of Recognition will be established by the Employer (e.g., for first level supervisory positions) and/or as set forth in other labor agreements applicable to those positions, as appropriate.

#### SECTION 12.07: EXPANSION OF AREA OF CONSIDERATION

The area of consideration will be broad enough to identify 10 best qualified candidates. If less than 10 best qualified candidates are located in the initial area of consideration, the area of consideration may be extended as follows:

- a. For unit positions in grade GS-6 and below, and all Wage Grade positions in the unit, the area of consideration may be extended to the commuting area of the activity, and/or Commandwide, depending upon the initial area of consideration.
- b. For unit positions in all other grades, where less than 10 best qualified candidates are located in the initial area of consideration, the area may be extended until 10 best qualified candidates are located. Depending upon the initial area of consideration, the area may be extended Command-wide, Air Forcewide, etc., as applicable.
- c. In any case, the area of consideration need not be extended when the selecting official is willing to select from among available best qualified candidates.

#### SECTION 12.08: CAREER PROGRAMS

Vacant bargaining unit positions which are to be filled through the use of competitive merit promotion procedures and which are covered by career programs or promotion plans established by DOD, Air Force, AFMC, or other appropriate authority, shall be filled in accordance with those applicable career program regulations. The Employer shall periodically publicize the existence of such programs and registration procedures for those programs to eligible bargaining unit employees. Employees in career fields which require government sponsored courses as part of a Promotion Plan Template (Template) will be given priority consideration for such job-related courses.

#### SECTION 12.09: PROMOTION PLAN TEMPLATES (TEMPLATES)

Candidates for competitive promotion will be screened and evaluated in accordance with applicable regulations. Candidates who meet basic eligibility and minimum qualification requirements, as set forth in applicable regulations, will be subsequently evaluated in terms of evaluation factors established in Promotion Plan Templates (Templates)

- a. A Template is a description of the specific qualifying skills and educational requirements by which employees are screened and evaluated for particular vacancies. The Template addresses necessary evaluation factors such as written tests and supervisor appraisals, and contains the specific qualifying skills and evaluation factors.
- b. Promotion Plan Templates for bargaining unit positions will be valid and job-related in accordance with the requirements of applicable regulations. Templates will be consistent for identical positions.

c. The validity of a new or changed Template will be determined by the Employer and recorded by the activity Civilian Personnel Office. Prior to its use, a new or changed Template which applies to bargaining unit position(s) will be provided to the activity local or council president as applicable. The Union will be afforded an opportunity to review and comment on the Template in a timely manner. Administrative changes to Templates need not be forwarded to the Union. All Templates will be filed in the servicing activity Civilian Personnel Office or the Air Force Personnel Center where applicable where they will be available for review. In addition, copies of such Templates will be made available to employees and the Union upon request to the Civilian Personnel Office. Employees will not be screened, evaluated, or nonselected on the basis of factors which are not job-related. An employee's use of approved official time will not be a factor in consideration for promotion.

#### SECTION 12.10: PROMOTION CERTIFICATES

The promotion certificate (the list of names to the selecting official) will contain the names of not more than 15 best qualified candidates for the initial vacancy, with one additional name being certified for each additional vacancy. No additional names will be certified to the selecting official except that one additional name may be added to the certificate each time an employee on the certificate declines consideration.

#### SECTION 12.11: TIE BREAKING BY SENIORITY

Where ties exist among top candidates on a promotion register after application of appropriate evaluation and ranking factors, such ties will be broken by seniority (RIF Service Computation Date) with the more senior employee(s) included on the certificate. If ties still exist, they will be broken by longest seniority at the activity when the vacancy exists. If ties still exist, then Directorate (or equivalent) and Division (or equivalent) seniority will determine which candidate is referred. In each case, the most senior employee(s) among those tied will be included on the certificate.

#### SECTION 12.12: INTERVIEWS

All available candidates certified to the selecting management official, and within reach for selection, shall be interviewed, if interviews are used. If a candidate is unavailable for an interview, the selecting management official may consider the candidate by review of the candidate's official personnel folder, and this review shall substitute for an interview.

#### SECTION 12.13: TIME LIMIT FOR ACTING ON CERTIFICATE

The selecting official is entitled to make a selection, subject to regulatory controls, from any of the candidates certified on a promotion certificate. Once a promotion certificate is issued to the selecting official, that official must take action on the certificate within 30 calendar days unless the vacancy is abolished or affected by some other type of internal or external action which is in compliance with agency (DOD) directives. If the vacancy

is abolished or affected by some other internal or external action, or if the selecting official does not make a selection within 30 calendar days, an explanation will be furnished by that official to employees, who were interviewed for the vacancy.

#### SECTION 12.14: NOTIFICATION OF SELECTION/ NONSELECTION

When a selection is made, the selecting management official will indicate selection on the promotion profile, and will notify nonselected candidates who were interviewed of their nonselection. If requested by a nonselected employee, the supervisor will explain the reasons for the selection made to the employee, within five workdays of the request.

#### SECTION 12.15: ACCESS TO PROMOTION INFORMATION

Employees or their designated representative may request the following information concerning specific promotion actions in which they are individually affected. This information will be made available to the employee and the Union representative upon request to the servicing Civilian Personnel Office at the activity where the action occurred:

- a. Whether the employee was considered for promotion to a specific bargaining unit position, and if so, whether the employee was found eligible for the position on the basis of minimum qualification standards and other evaluation factors.
- b. Whether the employee was among the best qualified candidates referred on the promotion certificate; if not, the highest progression level reached by the employee in the screening process, if applicable.
- c. Who was selected for the vacant position in question.

#### SECTION 12.16: POST AUDIT OF PROMOTION ACTIONS

To the extent permitted by applicable law, rule or regulation, the Union may post-audit a promotion action in conjunction with the processing of a grievance under the Negotiated Grievance Procedure.

#### SECTION 12.17: NONCOMPETITIVE PROMOTION

Employees who have competed and were selected for positions with known promotion potential will be promoted when the following conditions are met:

- a. The employee has been fully trained to perform the duties of the targeted or next higher grade.
- b. The employee has appropriate length and type of experience required by rule or regulation and time-in-grade if applicable (GS employees).

- c. Work is available at the next higher or targeted grade level and the supervisor certifies the employee is capable of performing duties at the next higher grade level.
- d. A promotion classification review, when required, verifies that the duty assignment is commensurate with the next higher or targeted grade.

Certification by the supervisor and other management personnel required by this article shall not be unreasonably delayed.

The promotion would be effected at the beginning of the first pay period following the Civilian Personnel Office certification that the above conditions have been met.

## **ARTICLE 13**

### **TEMPORARY PROMOTION**

#### **SECTION 13.01: MANDATORY TEMPORARY PROMOTIONS**

When an employee is temporarily assigned to a higher graded position or the grade-controlling duties of a higher graded position for 30 consecutive calendar days, the employee shall be temporarily promoted into and receive the rate of pay of that position commencing on the 31st day. The employee must be qualified to fill the position on a permanent basis.

#### **SECTION 13.02: FIRST CONSIDERATION**

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

#### **SECTION 13.03: USE OF COMPETITION**

If competition selection procedures are required, they shall be accomplished in accordance with applicable rules, regulations, and Article 12 of this Agreement.

## **ARTICLE 14**

### **REPROMOTION OF DOWNGRADED EMPLOYEES**

#### **SECTION 14.01: PRIORITY CONSIDERATION**

a. Employees who have been downgraded without personal cause and not at their own request while serving under a career or career-conditional appointment (or one of equivalent tenure) shall be entitled to priority referral for noncompetitive consideration for permanent promotion prior to a vacancy being filled by competitive promotion under Article 12. Such employees shall be entitled to priority referral and consideration only to vacancies for which the downgraded employee is highly qualified up to the grade level or the equivalent level of the position from which downgraded. Highly qualified repromotion eligibles will be determined by the appropriate progression level as identified in the applicable Promotion Plan Template.

b. AFMC agrees to establish an ad hoc committee, at those facilities where it is deemed appropriate, to review union identified inequities/problems concerning the repromotion of downgraded employees.

(1) This team will consist of equal representation from management and the union.

(2) Recommendations of this team will be made to the Commander.

#### **SECTION 14.02: REFERRAL OF CANDIDATES**

A listing of the ten most senior highly qualified downgraded employees will be referred to the selecting management official before a competitive promotion certificate is issued and before referral of other candidates not entitled to preferred placement by applicable regulations (e.g. reassignment eligibles). If there are less than ten highly qualified repromotion eligibles, all highly qualified eligibles will be referred. Senior highly qualified candidates are determined by Service Computation Date (RIF). The Service Computation Date will be applied at the progression level where highly qualified candidates are identified on the appropriate Promotion Plan Template (Template).

#### **SECTION 14.03: SELECTION**

If the list of downgraded employees contains five or more highly qualified repromotion eligibles, selection from among those eligibles will be mandatory, unless persuasive reasons for nonselection are provided in writing to the activity Director of Civilian Personnel or designee. A repromotion eligible who declines consideration or selection is removed from consideration at that grade or lower.

## ARTICLE 15

### EMPLOYEE PERFORMANCE

#### SECTION 15.01: GENERAL

a. The parties recognize that increased productivity benefits both employees and the Employer under pay-for-performance principles. The Employer will encourage employee productivity through the financial incentive rewards of the Performance Management and Suggestion Programs. The Union and Employer will mutually strive to enhance productivity through improving and maintaining a quality working environment. The local Unions and Council 214 will be invited to attend any and all plenary sessions relative to any innovative programs designed to enhance/increase productivity or improve the quality of the work environment.

b. The performance management program will be administered in accordance with AFI 36-1001, 1 Jul 99, and AFP 36-1003, 1 Jul 99, and the provisions outlined in this article. This program will be managed without regard to politics, race, color, religion, age, sex, marital status, national origin, or handicapping condition. Required or predetermined distributions of performance ratings are prohibited.

c. When the respective installation commanders elect to establish a team or committee to recommend the installation commander's award program for the various awards referenced in AFI 36-1001 and AFI 36-1004, 8 Feb 01, the union will be afforded an opportunity to be represented.

#### SECTION 15.02: PERFORMANCE EVALUATION

a. The purpose of this article is to establish the basis for evaluating employees. Such ratings will be used for:

- (1) Competitive in-service placement actions including promotion.
- (2) Reassignments to positions with known growth potential.
- (3) Selection for training that results in enhancement of career growth.
- (4) Within grade increases.
- (5) Performance awards.

b. Employees will be given a copy of their performance plan upon entry into a new position or any time changes are made to the performance elements and/or standards. Employees will also receive a copy of their performance plan on an annual basis.

c. The parties recognize performance elements are the significant duties and responsibilities on which employee performance is appraised. They are identified through the analysis of the major job requirements of employees' jobs. Performance elements must be consistent with the level of responsibility and duties of the position description.

d. A critical performance element is defined as a work assignment or responsibility of such importance that unacceptable performance on the element would result in a determination that the employee's overall performance is unacceptable.

e. Performance standards are used to measure the performance of the employee against the critical elements in the performance plan. Performance standards must be developed for each critical performance element, defining at least acceptable performance. Where performance award programs rely upon the ability of the employee to exceed performance standards in accordance with paragraph 15.03 b, critical performance standards must be written in such a way that they can be exceeded. A performance standard should recognize the degree of difficulty and reflect the consequences of the work outcomes to the organization and mission. The performance standard for each performance element must be defined in measurable terms, be job related, meet higher authority criteria and be applied in a fair and valid manner. Exceptions will be permitted where the law authorizes the use of absolute standards.

f. Supervisors will meet with individual employees periodically during the appraisal cycle to discuss the employee's performance in relation to the elements of the performance plan. These discussions may also include the adequacy of the performance plan and any changes the supervisor may make to the performance plan. The performance feedback sessions will follow the outline prescribed by the AF Form 860B and will be annotated on the AF Form 860B. Performance improvement needed against a critical performance element will be noted in the "Comments" section of the form. A copy of the completed AF 860B shall be provided to the employee at the time of the feedback session. The original copy of the AF Form 860B shall be maintained in the Supervisor's Work Folder (commonly referred to as AF Form 971).

g. Employees, upon request to their supervisor, will be provided the opportunity to discuss their performance at any time during the rating period, as well as at the time the supervisor meets with them to discuss their overall rating at the completion of the rating period.

h. An employee's annual rating will be the result of the application of the standards against performance as described above. The annual rating will be recorded on an AF Form 860A, Civilian Rating of Record, with a copy provided to the employee immediately following the annual performance rating discussion.

i. Employees are allowed and encouraged to provide ideas, comments, or recommendations relating to performance elements and standards to supervisors for consideration at any time or when the work plan (AF Form 860) is being changed. Any employee written input will be retained in the Supervisor's Work Folder (commonly

referred to as AF Form 971), for the life of the plan. At the time a performance plan is issued, employees will be given the opportunity to review and discuss the performance elements and standards with the supervisor including the consideration that was given to their input and recommendations. Further, upon an employee's request, the supervisor will provide clear guidance on what is required to exceed the critical performance elements of the employee's work plan. A copy of the guidance approved by the supervisor, and acknowledged by the employee, will be provided to the employee, and a copy placed in the Supervisor's Employee Work File. It is recognized that the final determination of performance elements and performance standards rests with management.

j. In the application of the overall performance plan, and in rating the appraisal factors, the Employer will take into account mitigating factors such as availability of resources, equipment, lack of training, or frequent authorized interruptions of normal work duties.

k. Employees who perform Union representational services on official time as authorized by law, and do not meet the minimum time requirements prescribed by OPM for performing management assigned duties listed in their performance plan for an annual appraisal, shall be appraised in accordance with applicable OPM Government-wide regulations.

l. Authorized time spent performing Union representational functions will not be considered as a negative factor when evaluating any element.

#### SECTION 15.03: PERFORMANCE RECOGNITION

a. The primary intent of performance awards is to recognize high levels of employee performance.

b. Locally, or at the Command level, the Parties may negotiate alternate performance award recognition plans consistent with AFI 36-1001. Otherwise, the provisions of this paragraph will apply until replaced by an alternate performance award recognition plan.

- (1) In completing an employee's annual appraisal, the supervisor will briefly indicate in the AF Form 860A, Part C, which elements were exceeded. An employee whose performance exceeds all critical elements shall be given a performance award provided award funds are available. An employee with an overall acceptable performance rating and whose performance exceeds one half or more of the critical performance elements should receive a performance award provided award funds are available. Any award at this level must be less than the lowest percentage cash award presented at the higher level in the same organization. An employee who meets all critical performance elements may be given a performance award provided award funds are available. Any award at this level must be less than the lowest percentage cash award presented at the next higher level described above in the same organization.

(2) When supervisors review employee performance for possible recognition under this program, they will consider employee participation in various Air Force productivity related programs which emphasize increased productivity, reduced costs, or simplified procedures or operations.

c. The employer agrees that, if an employee is detailed or loaned or is a Union Representative during the rating cycle, it will not affect consideration of that employee to receive an award, if otherwise eligible.

d. Supervisors will award employees commensurate with performance, and to the extent award funds are available.

e. All cash awards approved in accordance with governing regulations will be paid to the employee.

f. Upon request the employer shall provide to the Council 214 President summary reports concerning award programs to the extent such reports are available.

#### SECTION 15.04: PERFORMANCE PROBLEMS

a. To maintain a quality civilian workforce and encourage employees to strive for top performance, supervisors should take positive action as soon as a performance problem is observed. At any time during the performance appraisal cycle that the employee's performance in one or more critical elements becomes less than acceptable, the supervisor will initiate an opportunity period to give the employee a reasonable amount of time to demonstrate acceptable performance. This means an amount of time commensurate with the duties and responsibilities of the employee's position sufficient to allow the employee to show whether he or she can perform acceptably to the standards.

b. The supervisor will help the employee improve performance during the opportunity period. This can include supervisory instruction and counseling personal demonstration, peer coaching, frequent reporting, special assignments, on-the-job training, etc. Although not required by regulation, formal training may be provided. This training should be given a sufficient high ranking within the appropriate training priorities.

c. If the employee's performance continues to be unacceptable in one or more critical elements after the opportunity to improve period has expired, the supervisor may take one or more of the following actions in accordance with appropriate regulation. The rule of progressive action should be considered to the extent consistent with law, rule and regulation. Selection of the action to be taken shall not be based on arbitrary or capricious reasons.

(1) Reassignment

(2) Denial of within grade increase

(3) Reduction in grade

(4) Removal

d. Prior to taking any action in paragraph (c) above, the employer shall provide the employee a reasonable opportunity to improve performance as follows:

- (1) Upon determining that the employee is performing at an unacceptable level in regard to one or more critical elements, his/her immediate supervisor shall meet with the employee and identify, in writing, the elements which are not properly being performed, the minimum level of acceptable performance, and the exact manner to which the employee can meet the supervisor's expectation.
- (2) The employee shall be given a reasonable time to demonstrate acceptable performance, in accordance with 15.04(a) above.
- (3) If during the opportunity period, the employee demonstrates acceptable performance, all references to unacceptable performance shall be removed from the employee's personnel file after completion of the rating period.
- (4) If the employee's performance improves to an acceptable level during the advance notice period of removal or demotion after having failed an opportunity to improve period, and continues to be acceptable for 1 year from the beginning date of the advance notice period, the Employer will remove any records of less than acceptable performance from the employee's records.

e. If during the notice period, the employee demonstrates acceptable performance, the Employer must consider such performance and may rescind the notice of proposed action.

#### SECTION 15.05: WITHIN-GRADE INCREASE

a. Within-grade increases (WGIs) will be processed in accordance with guidelines set forth in law and governing regulations. Denial of a within-grade-increase will be based solely on the employee's performance.

- (1) An employee whose WGI has been withheld may ask for reconsideration. The reconsideration official will be a third party who has no input into the employee's performance rating. If an employee is unable to write, a verbal request for reconsideration will be accepted.
- (2) The reconsideration official shall decide the merits of the case based upon the material provided in the reconsideration file, information provided orally or in writing by the employee or the employee's representative, and if necessary,

additional information or explanation relative to the reconsideration file provided by the supervisor(s) involved.

- (3) The reconsideration official must notify the employee of his/her final decision in writing as soon as possible, but not later than 30 calendar days after receipt of the request for reconsideration.
- b. If requested in writing by the employee or the employee's designated representative, a copy of all pertinent documents relating to the negative determination contained in the employee Reconsideration file will be provided.
- c. If a negative determination is sustained by the reconsideration official, the employee may appeal with the Merit System Protection Board.

#### SECTION 15.06: SUPERVISORY APPRAISALS

Supervisory appraisals of current performance and/or potential, when used in the promotion process, will be shown and discussed with the employee upon completion. The applicable appraisal factor ratings on the AF Form 860A shall be reasonably consistent with the performance element ratings and any resultant performance award. Such appraisals must meet applicable criteria for employee selection procedures as required by the applicable laws and regulations. Copies of such appraisals will be provided to the employee at the time the appraisal is being discussed.

#### SECTION 15.07: PERFORMANCE STUDIES

Studies relating to appraisals of unit employees will be brought to the attention of the appropriate level of the Union for bargaining to the extent consonant with law.

#### SECTION 15.08: MEDICAL ISSUES

If an issue is raised concerning whether an employee's unacceptable performance is caused by a medical condition, the procedures contained in 5 CFR Part 432 or other appropriate regulations shall govern.

#### SECTION 15.9: COMPLIANCE WITH LAW

All performance-based actions, including appraisals, shall be accomplished in accordance with applicable law, rule, regulation and this Agreement.

#### SECTION 15.10: EMPLOYEE DISSATISFACTION

Any employee dissatisfied with any aspect of the employee performance procedures outlined in this Article such as periodic performance review, annual rating, etc. may file a grievance under the provisions of Article 6. An employee does not forfeit the opportunity to grieve his/her appraisal by not grieving periodic reviews that may have affected that appraisal.

## **ARTICLE 16**

### **REDUCTION IN FORCE**

All RIF will be conducted in accordance with law and or statute. This article is expressly authorized for negotiations at the local level.

## **ARTICLE 17**

### **POSITION CLASSIFICATION**

#### **SECTION 17.01: CONTENT OF POSITION DESCRIPTION/CORE DOCUMENTS**

The purpose of a position description/core document is to describe officially, for pay and classification purposes, the major duties, responsibilities, and supervisory relationships assigned to a position. Such documents do not list every duty an employee may be assigned, but reflect those duties which are pay plan, series and grade-controlling. The phrase "other duties as assigned" shall not be used as the basis for the assignment of duties unrelated to the principal duties of an employee's position, except on an infrequent basis, and only under circumstances in which such assignments can be justified as reasonable.

#### **SECTION 17.02: CHANGES TO POSITION DESCRIPTION/CORE DOCUMENTS**

A position description/core document will be based upon the principal duties and responsibilities assigned to a position. All identical positions within the same organizational unit will normally be covered by the same position description or core document. Where management requires a deviation from such standard position descriptions or core documents for a certain position(s), the position(s) will be classified according to the duties and responsibilities actually assigned and performed. Addenda, deletions and amendments to subject documents will be reviewed by a classifier and the impact assessed and recorded. Such changes or documents will be certified by the classifier, signed by the supervisor, and dated by both parties. Changes will be discussed with the employee and the employee will be furnished a copy of the revised or new document.

#### **SECTION 17.03: COMPLAINTS OVER POSITION DESCRIPTION/CORE DOCUMENTS**

An employee who feels that his/her position description or duties in his/her core document is inaccurate may meet and discuss this matter with his/her supervisor for clarification. When differences concerning the accuracy of subject documents cannot be resolved between the supervisor and the employee, the employee may file a grievance under the Negotiated Grievance Procedure. Any employee who believes his/her position description/core document is inaccurate may have a union representative present during a position audit if he or she requests representation when notified of an audit.

#### SECTION 17.04: CLASSIFICATION COMPLAINTS

An employee who feels his/her position description/core document is improperly classified may meet and discuss this matter with his/her supervisor. At the employee's request the supervisor will arrange for a meeting with a position classifier, the supervisor, and the employee. If the employee states the meeting is intended to be a part of the informal procedure of a classification appeal, the employee's representative may attend the meeting if the employee so desires. Should this meeting fail to answer the employee's questions, the employee may file a position classification appeal in accordance with governing regulations. Upon written request, the Employer will provide the Union president or designee with an analysis that explains why positions that seem identical are classified differently. The request will identify the specific positions in question, and include a statement setting forth the Union's concerns and why the positions appear to be the same.

#### SECTION 17.05: CLASSIFICATION SURVEYS

Classification surveys will be conducted as deemed necessary by the position classification specialist or management. When a survey involves Unit employees, the Union is permitted to have a representative present at the opening of the survey. The supervisor and the Union will be notified in advance of the opening of a classification survey.

#### SECTION 17.06: SURVEY RESULTS

Following the classification survey and upon completion of the survey documentation, management will advise the union representative who was present at the survey opening of the survey results. Confidential or privileged information learned during the course of the survey will not be disclosed except to those officials with an official need to know. Upon notification of the survey results, the Union may request a meeting.

#### SECTION 17.07: APPLICATION OF NEW POSITION CLASSIFICATION STANDARDS

- a. New classification standards issued by the Office of Personnel Management will be applied fairly and equitably to all applicable positions, vacant or encumbered.
- b. Notices of grade and pay retention (pursuant to Public Law 95-454, Title VIII, Subchapter VI) will be issued as appropriate to employees whose positions are reclassified at a lower grade as a result of application of new classification standards.
- c. Employees' training agreements will be honored consistent with the implementation of new classification standards.

d. An employee may seek review of the accuracy or classification of his/her position description/core document through the provisions of Section 17.03 or Section 17.04, as appropriate.

e. Every reasonable effort will be made to avoid adversely affecting any employee in connection with application of new position classification standards.

f. An employee on grade retention as the result of application of new classification standards will be referred for placement on positions for which they qualify in accordance with the priority order as established by Air Force regulation, instruction or policy. All names on the referral certificate will be listed in order by Service Computation Date (SCD).

g. Diligent effort will be made to expedite repromotion of downgraded employees through the priority consideration, referral, and selection provisions of Article 14 of the Master Labor Agreement.

h. Upon receiving approval from higher authority, if required, to implement the results of application of a new classification standard, existing unsupportable vacant positions will be downgraded, upgraded, or canceled, as appropriate, prior to the issuance of notices placing incumbents of unsupportable positions on grade retention.

#### SECTION 17.08: REFORM

The Union will be given notice and an opportunity to negotiate classification and pay system changes prior to implementation.

## **ARTICLE 18**

### **TRAINING**

#### **SECTION 18.01: GENERAL**

The Employer and the Union agree that the training and development of all employees within the bargaining unit will improve the effectiveness of each AFMC activity. To effectuate and further this policy, management will provide training programs to further develop employees to keep abreast of workload changes.

#### **SECTION 18.02: TRAINING/RETRAINING IN CRITICAL SKILLS**

- a. The Employer will identify and publicize critical skill areas through the use of open continuous vacancy announcements on bulletin boards and in base newspapers. The Employer will advise eligible employees of applicable training opportunities in those critical areas at each subordinate activity.
- b. When advance knowledge of the impact of pending changes is available, the Union will be notified of retraining opportunities to be afforded employees. Upon request, the Union may bargain on procedures to implement the retraining program.
- c. To the extent practicable, cross-training will be utilized to provide adequate training commensurate with workload and mission requirements. Management will make every reasonable effort to assist employees in partaking of training necessary to improve individual performance, potential, and efficiency.
- d. The Employer recognizes that morale can be harmed by requiring employees to train other employees of a higher grade. In view of this, the Employer will avoid such situations insofar as circumstances permit.
- e. When an employee is officially assigned to a position with minimum qualifications, training will be provided in the new job functions. This training will begin within 90 days after assignment, unless there are valid reasons why this time period should be extended. In such cases the employee will be notified of the date the training will start,

#### **SECTION 18.03: IDENTIFICATION OF TRAINING NEEDS**

The Employer recognizes its continuing responsibility to have a well-trained workforce. Supervisors will identify training needs of employees, and upon request will discuss expected needs of the organization with the appropriate steward. Employees and the steward may review training charts/records maintained by the Civilian Personnel Office.

#### SECTION 18.04: RETRAINING ON TECHNOLOGICAL CHANGE

In recognition of the possible impact of technological developments upon the workforce, the Employer agrees to make maximum efforts to minimize the impact of the introduction of new equipment processes and workload changes by retraining of adversely affected employees or other means as appropriate.

#### SECTION 18.05: EMPLOYER AND EMPLOYEE RESPONSIBILITIES

- a. The Employer and the Union recognize that each employee is responsible for applying effort, time, and initiative in increasing his/her potential value through self-development and training. The Employer and the Union agree to encourage employees to take maximum advantage of training and education opportunities which will add to the skills and qualifications needed to increase their efficiency.
- b. The Employer will identify and publicize essential skill areas and advise employees in the bargaining unit of training opportunities available in local educational institutions in the vicinity of activities.
- c. Information on current training courses being offered by local government agencies or educational institutions will be disseminated within the bargaining unit at activities in the vicinity of such training.

#### SECTION 18.06: ON-THE-JOB TRAINING/RECORDS

- a. Consistent with Agency policy, the Employer agrees to continue the policy of providing on-the-job training for employees and paying related training expenses in accordance with mission requirements, law, and/or regulation. All on-the-job training will be provided in support of current or future mission requirements.
- b. Training will be recorded on the supervisor's record of the employee and filed in his/her official personnel folder in accordance with applicable regulations.

#### SECTION 18.07: TRAINING NEEDS

The Employer will provide training opportunities to employees of the unit in accordance with existing laws and regulations, and without regard to race, color, age, religion, sex, or national origin. Employees may apply for training for which they qualify and are free to discuss training needs with their supervisors and with employee development specialists or staffing specialists servicing their organizations.

#### SECTION 18.08: OFF-BASE JOB-RELATED TRAINING

In accordance with budget limitations, regulations, and mission requirements, job-related educational courses at local colleges and universities will be made available to employees at government expense. Application and acceptance by the university will be the

employee's responsibility. Registration dates for each educational institution quarter/semester will be advertised in the base bulletin and will be submitted to the local base paper for publication as soon as practical after information is received from the local education institution. Although training or education will not be provided solely for the purpose of obtaining an academic degree, this prohibition does not limit authority to assign employees to training to develop skills, abilities, and knowledge for the performance of official duties.

#### SECTION 18.09: SPECIAL SHIFT ARRANGEMENTS

The Employer will make every reasonable effort to arrange employees' hours of work to accommodate employees pursuing education and training which is of mutual benefit to the Employer and employees, consistent with mission requirements. Special arrangements made in accordance with this Section will not interfere with the rights of employees under shift staffing provisions of local supplements.

#### SECTION 18.10: TRAINING RECORDS

Records of training will be made available to the Union upon request, in accordance with applicable laws.

## ARTICLE 19

### EQUAL EMPLOYMENT OPPORTUNITY

#### SECTION 19.01: POLICY

The Employer assures that all employees have equal employment opportunities and that no one is discriminated against because of race, color, national origin, sex, religion, age, or handicap. Equal Employment Opportunity shall be promoted through a positive, continuing program in accordance with directives of the EEOC and USAF.

#### SECTION 19.02: POLICY AND PROGRAM OBJECTIVES

The parties agree that they will give full support to the equal employment opportunity policy and program objectives established by Equal Employment Opportunity Commission directives, Air Force regulations, and this Agreement. The Employer will establish plans and programs to attain the Air Force objectives. The policy and program objectives the parties will work aggressively and effectively to attain are that:

- a. All personnel actions and employment practices will be in compliance with this contract and appropriate regulations.
- b. All activities and services operated, sponsored, or participated in by the Employer are not segregated, and that their use will be determined in accordance with the law and government wide regulations.
- c. Complaints of discrimination are given prompt and fair consideration, and that every effort is made to provide for just and expeditious resolution of each complaint.
- d. Persons who allege discrimination or who participate in the presenting of such complaints are free, from restraint, interference, coercion, discrimination, or reprisal.
- e. In accordance with mission requirements, budget, and personnel ceiling, maximum opportunity for upward mobility will be provided to employees to enhance their skills so they may perform at their highest potential and advance in accordance with their abilities.
- f. HQ AFMC will provide Command EEO data to AFGE Council 214 as it becomes available.
- g. The parties agree to provide, to their respective constituents, feedback information gathered at EEO Advisory Committee Meetings.

- h. The Employer accepts full responsibility for implementation and administration of AFMC's Affirmative Action and EEO plan and objectives.

#### SECTION 19.03: EEO ADVISORY COMMITTEES

- a. The Union will be entitled to have a representative or representative on the activity EEO Advisory Committee(s) in accordance with the past practice at each activity.
- b. The Union representative(s) will have a full and active role on the committee and will be responsible for providing Union positions on all matters addressed by the Advisory Committee. Such representative(s) will ensure that Union positions and proposals are provided in a timely manner.
- c. Members of committees shall have access to quarterly reports and other assessments of EEO progress.

#### SECTION 19.04: RESPONSIBILITIES OF SUPERVISORS

Supervisors are responsible for making a positive commitment to manage all human resources effectively in carrying out the Air Force mission and for achieving their share of program objectives. This responsibility requires that all supervisors must:

- a. Treat all employees fairly in all matters affecting or related to employment.
- b. Implement, by action and deeds, the commander's commitment to and support of the Air Force EEO program.
- c. Support those affirmative action requirements defined in activity plans that contain supervisory/managerial responsibility for effective and successful attainment.

#### SECTION 19.05: RESPONSIBILITIES OF EMPLOYEES

All employees have a responsibility for a positive commitment to equal employment opportunity. Employees must:

- a. Treat all fellow employees as peers, and abstain from actions or comments that suggest or imply discriminatory attitudes.
- b. Become aware of EEO goals, objectives, and principles in order to assist in making the Air Force EEO Program credible and effective.
- c. When EEO complaints and class action allegations are being processed, furnish prompt and accurate responses to inquiries without fear of reprisal.

SECTION 19.06: CHANGES IN AFFIRMATIVE EMPLOYMENT PLANS

When any changes to Activity Affirmative Employment plans are made which affect working conditions, the local union will be provided notice and an opportunity to bargain in accordance with the statute.

## ARTICLE 20

### DETAILS TO BARGAINING UNIT POSITIONS

#### SECTION 20.01: GENERAL

- a. A detail exists when an employee continues in the employee's current status and pay and is temporarily assigned to:
- (1) An established position, or the grade-controlling duties of such position or an identical one with a higher or lower basic pay rate, or one requiring different qualifications from those now required in the employee's official position assignment.
  - (2) An unestablished position, that is, one whose duties and responsibilities have not been rated under a classification system and the necessary approvals for its establishment have not been obtained. This type would be in a different occupational line of work, or one that required different qualifications from those required in the official position assignment.
- b. Details to higher grade positions which constitute temporary promotions will be effected in accordance with Article 13.
- c. Details shall be fairly and equitably distributed among employees with requisite skills. Employees will be afforded an opportunity to be made aware of the requirements for a particular detail, for example, the requisite skills, qualifications and availability, before the selection is made for that detail. Upon request, an employee not selected for a detail will be given the reason for the non-selection.
- d. Under no circumstances will details be used for purposes of reprisal.
- e. It is understood that qualifications and requisite skills are determined by the Employer.

#### SECTION 20.02: DETAIL SELECTION PROCESS

Selection for a Detail shall be determined as described below:

- a. Supervisors shall list their employees in descending seniority order using leave SCD. Supervisors will solicit volunteers from among available employees with the requisite skills and qualifications before drafting.

- (1) If there are more volunteers than needed for the detail, the detail will be considered favorable. The supervisor will select the most senior skilled, qualified, and available volunteer(s) to meet the requirement.
  - (2) If there are fewer volunteers than needed for the detail, the detail will be considered unfavorable. The supervisor will accept any volunteers then draft the least senior skilled, qualified, and available employee(s) using leave SCD to meet the requirement.
- b. The Employer shall establish rosters available to the Union to implement the requirements of this section of this Article.
- c. Exceptions to this roster may be made for employees who are handicapped or who have been assigned to light duty for medical reasons. Exceptions will be made in situations that require immediate response.
- d. The Employer recognizes the need to afford employees the opportunity to develop additional skills when there are recurring needs for those skills. There may be opportunities to develop skills through the use of details when there are recurring needs for those skills. However, skills development is not the primary purpose of details.

## **ARTICLE 21**

### **LOANS OF BARGAINING UNIT EMPLOYEES**

#### **SECTION 21.01: DEFINITION**

A loan is the assignment of an employee to another supervisor or organization to meet temporary or limited emergency work situations where the position has the same grade, series, and basic duties as his/her regularly assigned position.

#### **SECTION 21.02: DISTRIBUTION OF LOANS**

Loans will be fairly and equitably distributed among qualified employees. Employees will be afforded an opportunity to be made aware of the requirements for a particular loan, for example, the requisite skills, qualifications and availability, before the selection is made for that loan. Upon request, an employee not selected for a loan will be given the reason for the non-selection.

#### **SECTION 21.03: LOANS OUTSIDE THE BARGAINING UNIT**

- a. When a bargaining unit employee is to be temporarily assigned to a position outside the unit, the Employer will inform the employee of working conditions which are different at the receiving location.
- b. The negotiated grievance procedure in Article 6 of this contract will apply to employees temporarily assigned outside the unit unless another labor agreement applies.

#### **SECTION 21.04: DURATION OF LOANS**

Loans shall be effected in accordance with applicable rules and regulations. Loans will be limited to the shortest practicable time and, upon request, the Employer will inform the employee of the anticipated duration and working conditions which are different at the receiving location.

#### **SECTION 21.05: LOAN SELECTION PROCESS**

Selection for a Loan shall be determined as described below:

- a. Supervisors shall list their employees in descending seniority order using leave SCD. Supervisors will solicit volunteers from among available employees with the requisite skills and qualifications before drafting.

- (1) If there are more volunteers than needed for the loan, the loan will be considered favorable. The supervisor will select the most senior skilled, qualified, and available volunteer(s) to meet the requirement.
- (2) If there are fewer volunteers than needed for the loan, the loan will be considered unfavorable. The supervisor will accept any volunteers then draft the least senior skilled, qualified, and available employee(s) using leave SCD to meet the requirement.

b. The Employer shall establish rosters available to the Union to implement the requirements of this section of this Article.

c. Exceptions to this roster may be made for employees who are handicapped or who have been assigned to light duty for medical reasons. Exceptions will be made in situations that require immediate response.

d. The Employer recognizes the need to afford employees the opportunity to develop additional skills when there are recurring needs for those skills. There may be opportunities to develop skills through the use of loans when there are recurring needs for those skills. However, skills development is not the primary purpose of loans.

## **ARTICLE 22**

### **TRAVEL/TDY**

#### **SECTION 22.01: SCHEDULING OF OFFICIAL TRAVEL**

If administratively controllable and/or unless mission requirements dictate otherwise, travel will be scheduled during an employee's basic work week. It is recognized that situations will develop when the employee will be required to travel away from his/her official duty station outside his/her regularly scheduled work hours. In accordance with 5 CFR 550.112, travel shall constitute hours of employment where such travel is performed under one of the following conditions:

- a. The travel involves actual work while traveling;
- b. The travel is incident to travel that involves the performance of work while traveling;
- c. The travel is carried out under such arduous and unusual conditions that the travel is inseparable from work;
- d. The travel results from an event which could not be scheduled or controlled administratively.

#### **SECTION 22.02: CONTENTS OF TRAVEL ORDERS**

A standard travel order will be issued to employees whenever possible for travel beyond the local area of the subordinate AFMC activity. The travel order will contain the following:

- a. Purpose of travel assignments
- b. Days on which travel is scheduled
- c. Anticipated duration of assignment
- d. Mode of transportation to the destination

#### **SECTION 22.03: ADVANCE FUNDS FOR TRAVEL**

When it is within the administrative control of the Employer, employees shall receive their travel orders and information sheet on arrangements for quarters and transportation sufficiently in advance to ensure the necessary arrangements for obtaining transportation requests and advancement of travel and per diem allowance can be accomplished during

working hours prior to departure. Advances of funds will be made in accordance with applicable travel regulations. Questions concerning travel vouchers will be referred to the base travel pay unit.

#### SECTION 22.04: USE OF GOVERNMENT QUARTERS

The parties agree that the order issuing authority shall ascertain prior to the employee's departure whether government quarters are available and, if available, whether such facilities are adequate in accordance with applicable law or regulation and/or Section 22.07 below. Where such quarters are available and adequate, employees will utilize government quarters. Where such conditions are not present, the order issuing authority will issue a statement upon the request of the employee that the utilization of government quarters at the temporary duty station will adversely affect the employee(s) performance of the assigned mission and employee(s) are authorized to utilize nongovernment quarters. Employees may volunteer to use government quarters which do not meet the standards set forth in applicable law, regulation, and/or this Agreement.

#### SECTION 22.05: PROCEDURES FOR INADEQUATE QUARTERS COMPLAINTS

Should the employee, upon arrival, find that the facilities and quarters are not adequate under applicable law, DOD Joint Travel Regulations, Air Force regulations, or the provisions of this contract, they may immediately notify the order issuing authority. The order issuing authority will make a determination within one (1) workday in accordance with the criteria in this Article as to whether government or nongovernment quarters should be used or whether the employee should return home. Disputes will be resolved under the Negotiated Grievance Procedure.

#### SECTION 22.06: EXCEPTIONS TO USE OF GOVERNMENT QUARTERS

Employees on temporary duty away from their designated post of duty shall not be required to use government quarters when adequate quarters are not available under the provisions of applicable law, Department of Defense Joint Travel Regulations, and/or this Agreement.

#### SECTION 22.07: STANDARDS OF ADEQUACY

The parties agree that the use of government quarters of the TDY station would adversely affect the performance of the TDY assignment where:

- a. Such quarters cannot be reserved prior to the employee's departure and for the duration of the TDY assignments; or
- b. Such quarters do not meet the following minimum standards for adequacy (the following adequacy standards shall be applicable only in the absence of adequacy standards set by law and/or regulation of appropriate authority):

- (1) If available, every employee shall be quartered in a private room. In no case shall an employee be quartered in less than a semi-private room to be shared by no more than one other employee.
- (2) Quarters shall be clean and in good condition, with furniture to include but not be limited to beds, facilities for storage of clothing, bedding, and window shades and screens.
- (3) Bathrooms shall be clean and sanitary and shall provide for privacy when in use. No more than two employees will have to share a bathroom.
- (4) All rooms where employees are quartered shall have door locks and keys in good condition. Facilities where employees can secure their personal belongings from theft or vandalism will also be available.
- (5) Quarters shall be free from undue or unreasonable noise and disturbance so as to provide for adequate sleep and rest during normal sleeping hours.
- (6) There shall be a telephone in each room or in the immediate vicinity of the employee's room. Provisions will be made for television in the employee's room, if television reception and sets are available.

#### SECTION 22.08: EATING FACILITIES

Normally suitable meals will be available at the TDY station. However, where such meals are not available on base, government transportation may be provided for employees to transport them to suitable eating facilities off base. Where both suitable on base meals and government transportation are unavailable, employees will be reimbursed for transportation expenses incurred in traveling to an off base eating facility in accordance with applicable regulations.

#### SECTION 22.09: MODE OF TRAVEL

The employee will have a choice of mode of travel where mission requirements permit and the choice does not adversely affect another employee's leave.

#### SECTION 22.10: SELECTION PROCEDURES

TDY will be rotated among qualified and available employees with requisite skills on a fair and equitable basis. The determination as to "available" and "requisite skills" shall not be arbitrary and/or capricious. Employees may volunteer for TDY and such assignments will be rotated among the qualified and available employees with requisite skills on the basis of seniority (leave SCD). If there are insufficient volunteers, inverse seniority (leave SCD) will be used among those available with the requisite skills.

- a. Separate overseas and stateside TDY rosters will be maintained. The roster shall contain the location and date of each trip. Any employee who declines a TDY assignment will initial or sign the roster. An employee who wishes to withdraw as a TDY volunteer will initial or sign the roster.
- b. Exceptions will be made for compassionate reasons.
- c. This section does not apply to training assignments involving TDY.
- d. Employees who are loaned or detailed shall maintain their position on the TDY roster of the assigned organization. They will not be arbitrarily or capriciously denied TDY. Employees determined to be not available will maintain their position on TDY rosters until they are available to accept or decline a TDY.

#### SECTION 22.11: TDY SHIFT ASSIGNMENTS

Employees selected for TDY will be advised before departure of the shifts they will be working while on TDY. To the extent operationally feasible, employees will be assigned to the same shift while on TDY as they occupy at their regular duty station.

#### SECTION 22.12: RETURN TRAVEL

- a. If a temporary duty assignment requires a traveler to be away from his/her official duty station for more than 30 calendar days, management will, to the extent possible, permit an employee to voluntarily return to his/her official duty station during nonworkdays. In accordance with applicable laws and regulations, the Employer will pay travel expenses equal to the amount of per diem an employee would have received while on TDY.
- b. When an emergency arises during TDY which involves a member of an employee's immediate family, they shall be returned to their official duty station. The Employer will provide transportation when possible or authorize payment for travel to the extent possible under applicable laws and regulations.

#### SECTION 22.13: TDY RECORDS

Records of TDY assignments will be maintained for a period of 18 months and will be made available to the Union for inspection upon request.

#### SECTION 22.14: RECOVERY TIME

The following provisions provide for recovery time following TDY travel when the employee is adversely affected by fatigue.

- a. When an employee begins or ends temporary duty travel by commercial carrier during regularly scheduled hours of duty, supervisors may excuse the employee for up to 3 hours without charge to leave.
- b. When extensive temporary duty travel outside of regularly scheduled hours of duty is required, employees are authorized to be absent from work without charge to leave or loss of pay for a reasonable time to recuperate from fatigue or loss of sleep. In determining "reasonable time" the supervisor considers the adverse effect on work performance, health, or well being, and any safety hazard which might result from working while fatigued.
- c. When the total elapsed travel time exceeds 20 consecutive hours, as in the case of travel between the continental United States and either Pacific or European bases, up to 8 hours of duty time may be excused for recuperation.

#### SECTION 22.15: VICINITY TRAVEL

When a privately owned conveyance is used in the accomplishment of agency assigned duties for travel between an employee's residence or the permanent duty station and one or more work sites within the local area, the employee will be paid mileage for the distance that exceeds the employee's commuting distance.

#### SECTION 22.16: PERMISSIVE TDY

The Council 214 or Local President may request permissive TDY orders as required for union stewards or officials to participate in off-site activities on official time as authorized in Article 4 when there is to be no cost to the government. Instructions in the order will address use of annual leave for any periods to be covered by the orders but not authorized for official time in Article 4. The orders will be prepared by the Union President, or designee, and approved by the Labor Relations Officer, or designee, at the level initiated.

## **ARTICLE 23**

### **ANNUAL LEAVE**

#### **SECTION 23.01: ANNUAL LEAVE APPROVAL**

The use of annual leave is a right of the employee in that the employee is either given an opportunity to use the annual leave, or to the extent permitted by law, is paid for it at the time of separation. Supervisors consider the employees' desires and personal convenience as well as workload considerations when granting leave. They must not make arbitrary decisions to deny leave. However, the final determination as to the scheduling and the amount of annual leave granted at any specific time is made by the supervisor authorized to approve leave.

#### **SECTION 23.02: SCHEDULING**

Annual leave schedules will be established in January of each year to ensure that all employees are given an opportunity to schedule and to use any leave available to them for the year. Leave for more than 30 calendar days may be scheduled subject to approval for specific situations. Employees will be notified by the supervisor not later than 15 February of any problems arising from the initial leave schedules and appropriate action will be taken not later than the last day of February to resolve the problem.

#### **SECTION 23.03: CONFLICTS OVER SCHEDULED LEAVE**

When conflicts in leave schedules occur and the conflict cannot be resolved by mutual agreement, the employee with the longest service as determined by SCD will be entitled to the requested leave. Employees shall be permitted to exercise this entitlement for all leave scheduled in January each calendar year. Thereafter, requests for leave not scheduled in January will be scheduled on a first-come, first-approved basis.

#### **SECTION 23.04: CANCELING/RESCHEDULING**

The Employer reserves the right to cancel previously scheduled or requested annual leave in accordance with appropriate laws and regulations when workload necessitates such action. The supervisor will notify the employee at such time as situations develop which require rescheduling or cancellation of leave and will provide the employee specific reasons as to the need for these actions. Employees whose leave is canceled under this Section may reschedule their leave in accordance with Section 23.03 above.

#### **SECTION 23.05: CHANGES TO LEAVE SCHEDULES**

Once employees have made their leave selection, they shall not be permitted to change this selection when such change will disturb the choice of another employee. Employees

may be permitted to change their selection when it does not disturb the choice of another employee.

#### SECTION 23.06: CALL-IN PROCEDURE FOR REQUESTING ANNUAL LEAVE

Employees should request emergency/unscheduled annual leave by contacting their immediate supervisor, or other persons designated by management to receive such requests, by telephone at the beginning of or as soon as possible after the start of their regular shifts and provide reasons for the request. If mutually agreed locally, other means of contact, such as email, voice mail, and fax, may be utilized in lieu of a telephone call. Under normal circumstances, this call will be no later than two hours after the shift begins. Flextime employees should call/notify no later than two hours after the beginning of the flex period. If the supervisor and the designee are unavailable to accept the request, the employee must leave a message with the person accepting the call identifying the anticipated duration of the absence, and telephone number where the employee can be reached within two hours of the telephone call. The supervisor will assure any such message is not released to other employees. If the requested duration of leave is for one complete work shift or less, the supervisor will contact the employee within one hour of the telephone call if the leave cannot be granted. If the supervisor does not call the employee, the employee may assume approval of the leave for the period requested. If the requested duration of leave exceeds one complete work shift, the supervisor will contact the employee within two hours of the telephone call if the leave cannot be granted. If the supervisor does not call the employee, the employee may assume approval of the leave for the period requested, up to a period of three workdays. If the employee is not able to make the call, someone else may make it on their behalf and will state the reason(s) the employee was unable to call as well as the anticipated duration of the absence, and telephone number where the employee can be reached. The supervisor will contact the employee within the timeframe specified above if the leave cannot be granted, otherwise the employee may assume approval for the period requested, up to a period of three work days. If a request for unscheduled annual leave is denied, an employee may submit a SF-71, on which the supervisor will state the reasons for the denial and return it to the employee within one workday after receipt by the supervisor.

#### SECTION 23.07: LEAVE FOR DEATH IN IMMEDIATE FAMILY

In case of death in the immediate family or the death of a relative, annual leave or leave without pay will be granted.

#### SECTION 23.08: LEAVE FOR RELIGIOUS HOLIDAY

Leave will normally be approved for any workday which occurs on a religious holiday associated with the religious faith of the employee, unless the granting of such leave would adversely affect accomplishment of mission requirements. Under no circumstances will the employer question the employee about their religious beliefs if the holiday is included in the leave schedule submitted to the supervisor each January as noted in Section 23.02.

SECTION 23.09: LEAVE/WORK DURING ACTIVITY SHUTDOWN

a. If for any reason the Employer schedules or effects shutdown of activities, a reasonable effort will be made to provide work for employees not having annual leave to their credit. If work cannot be provided for such employees, annual leave may be advanced or Leave Without Pay (LWOP) may be approved to the extent determined appropriate by the Employer.

b. This article does not limit commanders' authority to excuse employees on administrative leave for emergency shutdown due to weather, power outages or other reasons described in law or regulation.

SECTION 23.10: ACCRUAL/AVAILABILITY OF LEAVE

Annual leave to be accrued during the leave year becomes available to the employee on the first leave day of the year.

SECTION 23.11: LEAVE FOR INTERNAL UNION FUNCTIONS

An employee who is a steward or Union official will be granted annual leave to attend internal Union functions which are not covered by official time. Normally, one week advance notice will be required and such leave will be approved subject to workload considerations.

## ARTICLE 24

### SICK LEAVE

#### SECTION 24.01: CALL-IN PROCEDURE FOR REQUESTING SICK LEAVE

a. This article sets forth comprehensive policies and procedures pertaining to the approval and use of sick leave by bargaining unit employees. Employees shall earn and be granted sick leave in accordance with applicable law, regulations and the provisions of this Article. Sick leave will become available for use at the beginning of the pay period during which it is earned. Sick leave requests shall be approved for employees when they are incapacitated for performance of their duties by sickness, injury, pregnancy, confinement, medical, dental, or optical treatment or examination, or when a member of the employee's immediate family is afflicted with a contagious disease.

b. Employees should request sick leave by contacting their immediate supervisor, or other persons designated by management to receive such requests, by telephone at the start of or as soon as possible after the start of their regular shifts. The request for sick leave shall advise the supervisor of the expected duration of the absence (up to 3 days), and provide reasons for the request. If mutually agree locally, other means of contact, such as email, voice mail, and fax, may be utilized in lieu of a telephone call. Under normal circumstances, this call/notification will be no later than two hours after the shift begins. Flextime employees should call/notify no later than two hours after the beginning of the flex period. If the supervisor and the designee are unavailable to accept the request, the employee must leave a message with the person accepting the call identifying the anticipated duration of the absence and the telephone number where the employee can be reached within two hours of the telephone call. The supervisor will assure any such message is not released to other employees. If the requested duration of leave is for one complete work shift or less, the supervisor will contact the employee within one hour of the telephone call if the leave cannot be granted. If the supervisor does not call the employee, the employee may assume approval of the leave for the period requested. If the requested duration of leave exceeds one complete work shift, the supervisor will contact the employee within two hours of the telephone call if the leave cannot be granted. If the supervisor does not call the employee, the employee may assume approval of the leave for the period requested, up to a period of three workdays. This approval, however, is not applicable if an employee is subject to the sick leave abuse procedures in subsection 24.03. For approved absences of 3 days or less there shall be no further requirement to contact the supervisor during that absence unless the employee has received the written notification under 24.03c. Absences of more than 3 days require further approval by the supervisor which will be in increments of 3 days or less, and require compliance with Section 24.02.

c. The supervisor will relieve the employee of the continuing requirements in Section 24.01 b. upon receipt of medical documentation from the treating physician stating that the employee is incapacitated for duty and may not return to work until a specified date.

Approval of sick leave for prearranged medical appointments will be secured from the Employer in advance of the absence, except in emergency situations.

#### SECTION 24.02: DOCUMENTATION FOR SICK LEAVE OF MORE THAN 3 DAYS

When an employee is out for more than three consecutive workdays and attended by a physician, a certificate from the physician will be required. If the employee is out sick for more than three consecutive workdays and not attended by a physician, the employee's personal written statement as to the nature of the illness, and that the employee was incapacitated for duty, will be accepted in lieu of a doctor's certificate except as set forth in Section 24.03 below.

#### SECTION 24.03: IDENTIFICATION AND CORRECTION OF SICK LEAVE ABUSE

An employee will not be required to furnish a doctor's certificate to substantiate a request for three consecutive workdays or less sick leave unless there is a documented reason to believe the employee is misusing sick leave, or a trend of abusing sick leave develops as set forth in the examples below:

- (1) Absence after paydays
- (2) Sick leave before or after holidays
- (3) Monday-Friday sick leave, consecutive workdays
- (4) Absences during heavy workloads or undesirable duties
- (5) Intermittent sick leave use of short duration with vague excuses
- (6) Sick leave being used as soon as it is accrued

a. A low sick leave balance alone may not be reason for considering an employee a leave abuser. The supervisor must consider if the low balance was caused by extended or lingering illness and/or recovery from surgery or accident. If it appears an employee may be abusing sick leave, the supervisor should look further into the individual's past leave records, using available sick leave data to provide more information. The supervisor will also explore the causes of the employee's chronic absenteeism and assist in resolving the conflict, provide additional personal reminders of the importance of careful use of sick leave, etc.

b. Once a supervisor has identified sick leave abuse, the supervisor will counsel the employee with respect to the use of sick leave, and a record of the counseling will be recorded on the Supervisor's Work Folder (commonly referred to as AF Form 971). Bargaining unit employees will not be required to provide doctor's certificates for sick leave requests solely on the basis of a mechanized leave usage report that indicates the employee's use of sick leave is abnormal.

c. If the sick leave record subsequent to the counseling does not show elimination of sick leave abuse, the employee should be given written notification requiring the employee to provide doctor's certificates for all absences for which sick leave is requested. This notice must contain justification as to why the employee was given the additional requirement, such as stating the number of hours of sick leave used in a specific period, the employee's sick leave pattern and balance, etc. This notice will state that sick leave must be requested on the first day of the absence and on every additional day of absence, unless the supervisor expressly relieves the employee of this requirement. The supervisor will relieve the employee of this requirement on receipt of medical documentation from the treating physician stating the employee is incapacitated for duty and may not return to work until a specified date. The requirement to furnish doctor's certificates, once imposed, will be reviewed at least every six months to determine if it should be continued. At the time of the review, the employee will be counseled and advised in writing if the requirement is to be continued or canceled. The supervisor should take care to be firm, fair, and consistent not only in resolving sick leave abuse but in all aspects of sick leave administration.

#### SECTION 24.04: RELEASES BY BASE MEDICAL FACILITY

Employees who are released from duty on advice of the Base Medical Authority because of illness shall not be required to furnish medical certificates to substantiate sick leave for the day they were released from duty.

#### SECTION 24.05: PRIVACY OF RECORDS

Records of employee sick leave balances will be restricted to those with a need to know. A low sick leave balance by itself shall not be used as a basis for promotion consideration.

#### SECTION 24.06: ADVANCE SICK LEAVE FOR SERIOUS DISABILITY OR ILLNESS

In cases of serious disability or illness employees may be advanced up to 240 hours sick leave. A request for advance sick leave of up to 240 hours will be made by the employee in writing, and it will include a certificate from a competent medical authority describing why the employee should be granted the absence and the doctor's professional opinion as to the employee's expected ability to return to duty following the absence. These requests will be approved or disapproved in writing. If disapproved, an employee will be given a copy of the reasons in writing. An advance of sick leave is not granted if it is considered likely that the employee will not return to duty for a sufficient period of time to earn the leave.

## **ARTICLE 25**

### **HEALTH AND SAFETY**

#### **SECTION 25.01: GENERAL POLICY**

The Employer agrees to establish and maintain a comprehensive occupational safety and health program, and to make every effort to provide safe and healthful workplaces and working conditions as required by applicable regulations. The Employer and the Union agree to cooperate in a continuing effort to avoid, reduce the possibility of, and/or eliminate accidents, injuries, and health hazards in all areas under the Employer's control. The Employer agrees to comply fully with all provisions of Executive Order No. 12196 as implemented within DOD and 29 CFR Part 1960.

#### **SECTION 25.02: PUBLICITY**

The parties agree to publicize on a recurring basis all safety awareness programs and the provisions and procedures for elimination of safety and health hazards under the USAF Hazard Reporting Program.

#### **SECTION 25.03: LOCAL ACTIVITY COMMITTEES**

The Employer will maintain a Safety and Health Committee at each subordinate AFMC activity. Such activity committee will be chaired by the Commander of the subordinate AFMC activity or designee. Meetings will be scheduled at least quarterly on dates scheduled by the chairman. Additional meetings will be held upon mutual agreement of the parties to consider serious safety matters that arise between the regular scheduled meetings. Two representatives of the union shall be entitled to permanent membership on such committees and will have equal status with other committee members. In addition, the Union will be permitted the presence of a technical advisor on an as-needed basis, provided the request is made at the same time as agenda items are submitted. Official time entitlements to allow representation under this article will be as authorized under Article 4.

- a. The purpose of such committee shall be to consider occupational safety and health matters brought to its attention, make recommendations thereon to the Commander of the subordinate AFMC activity, and perform such additional tasks as the Commander or the committee chairman may direct. The committee may also review matters such as occupational safety and health training programs.
- b. An agenda for each committee meeting shall be prepared in advance; either party may propose subjects for discussion by submitting such to the activity Safety Office at least 15 workdays prior to the scheduled meeting date of the committee. Additional agenda items may be submitted on health and safety issues that arise subsequent to the 15 day requirement. Minutes of all meetings will be taken and will be distributed to all attendees.

Minutes will be signed by the committee chairman and will include appropriate committee recommendations, the appropriate priority of each recommendation as determined by the chairman, and the action office assigned to implement adopted recommendations.

c. Each member of the committee shall have the right, if desired, to file a dissenting report to each committee's full report or any part thereof, and that dissent shall become a part of the official record of the report on the subject.

d. This section does not preclude a Union representative from attending organizational safety meetings below the activity level.

#### SECTION 25.04: HEALTH AND SAFETY STANDARDS

The Employer and the Union agree that applicable Air Force guidance on safety and health are minimal safety standards. In the absence of Air Force guidance, applicable OSHA standards will govern, and if there is no applicable OSHA standard, nationally recognized sources of health and safety criteria will be utilized.

#### SECTION 25.05: PROTECTIVE CLOTHING, EQUIPMENT, TOOLS

The Employer agrees to provide to employees any required tools and safety or protective equipment, reasonably fitted safety clothing, and devices necessary to provide protection of employees from hazardous conditions encountered during the performance of official duties. Such equipment will be provided as authorized by applicable Air Force regulations and directives (such as Technical Orders, Table of Allowances and local supplements thereto, etc.), and issuances shall be strictly governed by criteria contained in those authorities. The Union agrees to assist the Employer in aggressively publicizing the benefits of the use of protective devices and equipment by employees, and their adhering to good safety practices, policies, and procedures.

#### SECTION 25.06: EMPLOYEE SAFETY TRAINING

Wherever employees are required to perform duties which involve real or potential hazards, the Employer will provide adequate training to said employees. An employee should not be required to work on a job or machine with which he or she is unfamiliar until the Employer has provided adequate training and instructions to safely perform the job. Such training shall include instruction, proper work methods to be used, and proper use of protective equipment.

#### SECTION 25.07: REPAIR OF OPERATING EQUIPMENT

Repair or adjustments to operating machines or energized circuits will be conducted strictly in accordance with applicable Technical Orders or other validated operating instructions.

#### SECTION 25.08: TOXIC OR FLAMMABLE VAPORS

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

#### SECTION 25.09: TEMPERATURE CONDITIONS

The parties recognize that temperature conditions in and around work areas can have a direct bearing on employees' comfort, morale, health and safety. In determining the stress that temperature extremes may place upon an individual employee, the personal comfort and health of the employee will be taken into consideration as well as related factors such as wind chill factor, air flow, the work to be performed, and similar considerations. Where the Employer's Bioenvironmental Office determines that the effective temperature in a particular work area or site exceeds recognized standards for the degree of work being performed, the Employer will take precautionary measures to reduce the risk to employees so exposed. Such measures will include reduction of work being performed, increased frequency or duration of rest periods, etc. This Section shall apply to both heat and cold exposure situations. Protective clothing for such situations will be provided where authorized in accordance with Section 25.05.

#### SECTION 25.10: EXPOSURE TO HAZARDOUS CONDITIONS

The Employer agrees that methods and operating procedures will be such that personnel will not be unnecessarily exposed to occupational safety/health hazards, except where such exposure is a necessary part of the employee's official duties. Employees performing such duties will be compensated in accordance with Article 26, Hazard and Environmental Pay, and applicable regulations cited therein.

#### SECTION 25.11: IMMINENT DANGER SITUATIONS

When an employee, during the course of performance of official duties, believes he or she is exposed to a health or safety hazard which presents an imminent danger which may cause death, injury, occupational illness, loss of a facility, or major property damage, said employee shall cease the activity and immediately contact the nearest available supervisor. The supervisor shall then make an evaluation of the situation after discussion with appropriate safety personnel and decide as to whether work may proceed. The union will be advised and specific information provided when requested.

#### SECTION 25.12: NOTIFICATION OF DANGEROUS CONDITION

When the Employer determines that a dangerous or potentially dangerous condition arises or is present at a particular worksite, employees at that worksite and the union will be notified as soon as possible so precautionary steps can be taken. Final evaluation of the condition will not be delayed due to unavailability of the union representative.

### SECTION 25.13: POSTING NOTICE OF HAZARDOUS CONDITION

The Employer agrees to post notice of hazardous conditions discovered in a work place as required by applicable regulations. The notice shall be posted, with a copy to the union office when requested, at or near the location of the hazard and shall remain posted until the cited condition has been corrected. Such notices shall contain a warning and description of the unsafe or unhealthful working condition and any required precautions to the full extent required by applicable regulations.

### SECTION 25.14: INSPECTIONS

Safety and health inspections or surveys will be conducted by the Employer as required to maintain a safe and healthful workplace. They will be in accordance with applicable regulations.

a. When a scheduled worksite inspection is conducted by a safety organization external to the directorate or equivalent, as part of a regular recurring requirement, the Union will be given an opportunity to have union representation to accompany the Employer's Inspector(s). Where the inspection is conducted by the Activity's Safety Committee the Union's permanent member(s) may accompany the inspection team.

b. The Union agrees to provide, in advance, one telephone number and one alternate number at each subordinate AFMC activity whereby the Employer will give notice to the Union of an impending inspection of a particular work area. Inspections will not be delayed due to unavailability of the Union representative.

c. Inspections shall be conducted in a manner so as to preclude any disruption of the operations of the worksite being inspected. The Employer's Inspector(s) and accompanying Union representatives may discuss with worksite personnel any matters affecting their safety and health and may offer said personnel the opportunity to identify alleged unsafe or unhealthful working conditions.

### SECTION 25.15: ACCIDENT INVESTIGATIONS

Where the Employer conducts an industrial accident investigation involving or impacting bargaining unit employees, the Union shall be permitted at its request to meet with the safety and/or management official or officials in charge of such investigation and provide recommendations or information to that official regarding the investigation (e.g., prospective witnesses, work practices which may have led to the accident, etc.).

### SECTION 25.16: REPORTING HAZARDOUS CONDITIONS

All employees have the right and will be encouraged by the parties to responsibly report all alleged hazardous situations.

- a. The parties agree that alleged hazards of an imminent danger to employees will be promptly reported orally to the supervisor. Procedures in 25.16b. may apply. Employees may utilize Air Force Form 457, USAF Hazard Report, to report such alleged hazards to the subordinate AFMC activity Safety Office. Such reports shall be processed in accordance with applicable regulations, including 29 CFR Part 1960 where appropriate. Employees filing such hazard reports may request that their identity not be revealed to anyone other than the officials processing the report, and the Employer will maintain maximum confidentiality following such request.
- b. Employees who file complaints over alleged health and safety violations under the provisions of 29 CFR Part 1960 are precluded from filing a grievance over the same incident. Health and safety grievances filed by the Union or employees will not be affected where other employees file health and safety violations under 29 CFR Part 1960.

#### SECTION 25.17: REPORTS TO UNION

Upon request, consistent with 5 USC 7114(b)(4), the Union shall be advised by the Employer of any action taken as the result of a hazard report and/or a safety inspection concerning a safety matter affecting bargaining unit employees. If the inspection is the result of a hazard report, and the employee who filed the report or the Union is not satisfied with the action taken, the report of alleged hazard may be further processed in accordance with Section 25.16 above.

#### SECTION 25.18: TRAINING FOR UNION MEMBERS OF SAFETY COMMITTEE

The Employer, to the extent provided in applicable regulations, agrees to provide introductory and specialized training for the Union's permanent representatives on the activity Safety and Health Committee and full-time representatives at each subordinate AFMC activity to enable such representatives to participate fully in the activity's safety and health program aimed at assuring a safe and healthful work environment. Such training shall be provided without loss of pay or charge to leave for specified Union representatives.

#### SECTION 25.19: UNION PARTICIPATION IN FIELD FEDERAL SAFETY COUNCILS

The Employer, in accordance with 29 CFR Part 1960 and other applicable regulations, agrees to permit the Union's permanent representatives on each subordinate AFMC activity Safety Committee to participate in activities and attend meetings of Field Federal Safety Council in the Activity's area. Such participation shall be without loss of pay or charge to leave.

SECTION 25.20: PHYSICAL EXAMINATIONS

The Employer agrees to provide physical examinations for those employees who have been exposed to potentially dangerous or unhealthy working conditions to the extent required by applicable regulations.

SECTION 25.21: NOTICES TO UNION OF SERIOUS INJURY/ILLNESS

The Civilian Personnel Office will promptly notify the Union in the event of a serious on-the-job injury, illness, or death, of the name of the employee involved, after contact has been made with the employee's emergency addressee.

SECTION 25.22: WORK IN REMOTE AREAS

When work is required to be accomplished in enclosed or remote spaces where unobserved injury or illness may occur, the provisions of Section 25.11 shall apply.

SECTION 25.23: LOCAL SUPPLEMENTATION FOR UTAH TEST AND TRAINING RANGE

Nothing in this Agreement shall prohibit the supplementation of this Article at Hill AFB regarding Utah Test and Training Range.

## **ARTICLE 26**

### **HAZARD AND ENVIRONMENTAL PAY**

#### **SECTION 26.01: WAGE GRADE GOVERNING REGULATIONS**

In accordance with Federal Law, Government-wide regulation and this Agreement, an environmental differential will be paid to eligible wage grade employees who are exposed to hazard or physical hardships.

#### **SECTION 26.02: UNION MEMBERSHIP ON EDP COMMITTEE**

The Union will be permitted to designate one representative to serve on any committee which may be established with respect to environmental pay. The representative will receive hazard material training on a yearly basis. All disputes over the payment of environmental differential pay will be resolved through the negotiated grievance and arbitration procedure.

#### **SECTION 26.03: GENERAL SCHEDULE REGULATIONS**

Pay for irregular or intermittent duty involving physical hardship or hazard for GS employees will be paid in accordance with the provisions of the applicable Federal Law, Government-wide regulation and this Agreement.

## **ARTICLE 27**

### **WORKERS' COMPENSATION**

#### SECTION 27.01: COUNSELING OF EMPLOYEES

When a supervisor becomes aware that an employee under his/her supervision has suffered a disabling industrial illness or injury in the performance of duties, the supervisor and/or the Civilian Personnel Flight will immediately counsel the affected employee as to his/her right to file for compensation benefits; the types of benefits available; the procedure for filing claims; the option to use compensation benefits in lieu of sick or annual leave when the absence is for more than three days. All employees shall be provided an informational review of their rights and responsibilities with regard to compensation procedures and/or guidelines on an annual basis. The manner used to provide this review requirement will be left to the discretion of the Employer.

#### SECTION 27.02: ELECTION OF BENEFITS

An employee with a job-connected disability may elect to be placed on sick or annual leave instead of leave without pay pending approval of his/her compensation claim. Leave without pay must be substituted for sick or annual leave upon approval of a claim before compensation is paid. The parties recognize that the Office of Worker's Compensation Programs (OWCP) approves or disapproves compensation claims and the amount to be paid. Employees making claims will be advised of the estimated amount of the compensation payment and will be given an opportunity to elect a combination of sick leave or annual leave and leave without pay to minimize the amount to be repaid if the claim is approved

#### SECTION 27.03: TRAUMATIC INJURIES

An employee who sustains a disabling, job-related traumatic injury as defined in applicable law, rule, or regulation will be advised in writing of the right to elect continuation of pay or use of annual or sick leave. The employee's pay will be continued after the employee stops work because of a disabling injury, and it will not be interrupted unless:

- a. The Employer receives a Form CA-17, Duty Status Report, from the attending physician indicating that the employee is able to return to work; or
- b. The Employer receives notification from OWCP that pay should be terminated;  
or
- c. At the expiration of 45 days.

#### SECTION 27.04: REVIEW OF DOCUMENTS

An employee or designated representative, upon written consent of the employee, will be permitted to review documents relating to a claim for compensation which the Office of Worker's Compensation Programs has authorized the Civilian Personnel Flight to make available. The employee may be accompanied by a designated representative if he/she so desires. The employee will be granted a reasonable amount of time for reviewing documents and processing claims at the activity where the employee works.

#### SECTION 27.05: REASSIGNMENTS

When an employee is injured on the job and/or becomes medically disqualified from his/her current position as a result of an on-the-job injury or illness, the Employer shall make positive efforts, in accordance with applicable laws and regulations, to assign such employee limited duties on a temporary basis where it has been determined that the employee can satisfactorily perform such duties. An employee, reassigned in this way, will be given training as called for in Article 18 of this Agreement

#### SECTION 27.06: DISABILITY RETIREMENT COUNSELING

For those employees who have been informed by OWCP that they are not totally disabled to perform a part of their usual duties or who are able to perform work of a different nature, the Employer will counsel them as to the advantages and disadvantages of retirement versus reassignment to another position.

#### SECTION 27.07: REVIEW OF RECORDS

The employee's personal representative, designated by the employee in writing, may meet with appropriate management officials to review the employee's medical disqualification, position description, and qualifications to maximize placement opportunities and to reduce and/or eliminate adverse impact on the employee as a result of his/her disability.

#### SECTION 27.08: TRIAL REASSIGNMENTS

If an employee elects to accept an assignment to a position offered by management rather than seek disability retirement, at the discretion of the Employer the employee will be assigned permanently to such position or the employee may be detailed to such position for up to 120 days on a trial basis in order to determine his/her ability to perform the duties of such position.

#### SECTION 27.09: EMERGENCY DIAGNOSIS AND TREATMENT

Federal Health Service Units or other occupational health service facilities shall provide emergency diagnosis and first (initial) treatment of on-the-job injury or illness in accordance with applicable regulations.

SECTION 27.10: INJURY REPORTING FORMS

The Employer will maintain adequate supplies of necessary forms for proper recording and reporting of injuries. Such forms will be promptly provided to injured employees.

SECTION 27.11: REPRESENTATIONAL TIME

Duty time for an appropriately designated representative to review documents and assist an employee in processing a claim for disability compensation at the activity where the employee works, shall be granted in accordance with applicable law, rule or regulation.

## ARTICLE 28

### EMPLOYER-UNION COOPERATION AT HEADQUARTERS AFMC

#### SECTION 28.01: MEETING SCHEDULE AND ATTENDANCE

a. The parties agree that regularly scheduled meetings between officials of the Employer and the Union facilitate a constructive labor-management relationship. To this end, the Employer and the Union agree to meet in April and October of each calendar year on dates mutually acceptable to the parties. Such meetings will be held in facilities of the Employer at Wright-Patterson AFB, Ohio. Attendance shall generally be limited to the AFMC Commander or his/her designee and the President of the AFMC Council of AFGE locals. Additional attendees will be upon mutual agreement of the parties.

b. Joint National Labor-Management Meetings:

- (1) One Joint Labor-Management Meeting will be held annually between the AFMC Commander and AFGE Council 214's Executive Board.
- (2) AFMC will fund the travel and per diem costs for all Local Presidents and the Council's Secretary-Treasurer (if a full time federal employee) to attend the Joint Meetings.
- (3) The Joint Meeting will focus on information exchange and the emphasis will be collaborative techniques.
- (4) The Joint Meeting will be facilitated by a prepared agenda.

#### SECTION 28.02: SUBJECTS FOR DISCUSSION

Subjects to be considered at these meetings must be submitted by the party desiring discussion thereon in writing at least 20 calendar days preceding the agreed upon meeting dates. Appropriate matters for consideration at these meetings shall include but not be limited to:

- a. the meaning and intent of this Agreement;
- b. the interpretation and application of rules, regulations, and policies within the discretion of the Employer;
- c. the correction of conditions causing misunderstandings or grievances;
- d. and the improvement of the relationship between the Employer and the Union, at the level of recognition.

Such matters must relate to policy determinations involving a substantial number of bargaining unit employees at all or several subordinate AFMC activities and shall not concern individual complaints or grievances. Formal labor-management disputes as grievances, unfair labor practice charges/complaints, etc. or any other similar matters being processed under any dispute resolution procedure shall not be appropriate for discussion during these meetings.

#### SECTION 28.03: MINUTES

Minutes of these meetings shall be kept alternately by the Employer and the Union. Such minutes will be mutually agreed upon and shall become the official record of these meetings.

#### SECTION 28.04: CONTRACT PRECEDENCE

Any and all actions taken by either party as a result of these meetings shall be consistent with the terms of this Agreement and regulations of the Employer and other appropriate authorities.

#### SECTION 28.05: LOCAL COOPERATION MEETINGS

a. Specific procedures for union-management cooperation meetings at subordinate AFMC levels and/or organizational subdivisions thereof may be negotiated in local supplements to this Agreement.

b. Joint Local Labor-Management Meetings:

- (1) The Local President and Center Commander will meet at least two times yearly to discuss local labor management issues.
- (2) The Joint Meetings will be facilitated by a prepared agenda.
- (3) The emphasis will be on joint problem solving of local issues.

#### SECTION 28.06: ATTEMPTING RESOLUTION AT ACTIVITY LEVEL

Any matter proposed for discussion between the Employer and the Union at meetings described in Sections 28.01 and 28.02 above concerning actions or incidents at a particular subordinate AFMC activity or activities, must first be raised and discussed between representatives of the Employer and the Union at the subordinate activity level and/or through all appropriate levels of union-management meetings procedures where contained in applicable local supplements to this Agreement unless the Employer and the Union agree otherwise. Either party proposing subjects for discussion between the Employer and the Union under Section 28.02 above, must indicate in writing at the time the subject is proposed, all attempts made at subordinate AFMC activities to resolve the matter(s) and results thereof in accordance with the obligations imposed by this Section.

#### SECTION 28.07: ADDITIONAL MEETINGS

Subject to mutual agreement, either party may request meetings in addition to those described in Section 28.01 above to consider matter(s) of a pressing nature. If the parties agree to meet, such meetings will be arranged by the Employer at the convenience of both parties as soon as possible. Location, attendance, and procedural obligations shall be as specified in this Article; however, the parties may waive such provisions for special meetings upon mutual agreement.

#### SECTION 28.08: MAINTAINING INFORMAL CONTACT

Nothing in this Article shall be construed as precluding informal contacts on an as needed basis between officials of the Employer and the Union.

## **ARTICLE 29**

### **DEVELOPMENTAL OPPORTUNITY PROGRAM (DOP)**

It is AFMC policy to design, carry out and support career advancement opportunities for lower grade civilian employees in accordance with governing regulations. The Developmental Opportunity Program is designed to help employees reach their full potential and productivity and to fulfill the Air Force mission. Lower graded employees will be given the chance to gain the skills needed to compete for higher level positions in accordance with AFMAN36-606 and base level career management programs. Employees with potential, but lacking qualifications, can become qualified for current or projected positions through mission supportive job experience and job related training and education. DOP procedures are expressly authorized for local negotiations.

## **ARTICLE 30**

### **EATING FACILITIES**

The Employer agrees to continue to provide eating facilities for its employees. However, if it is determined that existing eating facilities are to be closed, reduced, or relocated, officials of the Union at the activity where such action is to occur will be notified in accordance with the CSRA of 1978. The parties also agree to negotiate locally ways to improve quality, service, and costs of food at on-base eating facilities established for civilian employees.

## **ARTICLE 31**

### **CONTRACTING OUT**

#### **SECTION 31.01: NOTIFICATION AND PARTICIPATION**

- a. The Union will be notified in writing that a contracting out study is under way immediately upon the initiation of a cost comparison study affecting conditions of employment. This is defined as the date of the order or directive forming the steering group or detailing the responsibility to prepare the Performance Work Statement. The Union shall be invited to have a member on this steering group.
- b. The Union will be provided a copy of the Milestone Chart as soon as it is prepared.
- c. The Employer shall notify the Local President of its intention to solicit bids for work being performed by bargaining unit employees.
- d. Management shall publicize the opening of an A-76 study in the base newspaper after notification to the Union in 31.01a. is complete.

#### **SECTION 31.02: MINIMIZING IMPACT**

The Employer agrees that, to minimize adverse actions and reduce separations of employees affected by a contracting out decision, they will consider attrition patterns and restricting new hires. Also, existing vacancies shall be used to the maximum extent possible to place affected employees in continuing positions.

#### **SECTION 31.03: UNION REPRESENTATIVE TRAINING**

The Employer shall annually provide no more than four hours training for up to three union representatives concerning the contracting out process. Such training will be provided upon request of the Union.

#### **SECTION 31.04: QUALIFICATION**

The Employer shall determine whether qualification requirements will be waived in assignments to vacant positions for employees affected by a decision to contract out. Employees affected by contracting out decisions as a result of an A-76 study will be considered IAW the RIF article.

#### **SECTION 31.05: SAFEGUARDING INFORMATION**

The parties agree to safeguard all information, including proprietary information, consistent with applicable regulations. However, the Employer agrees, upon request, to release all information to the Union to the extent authorized by law, rule or regulation.

SECTION 31.06: COMPLIANCE WITH LAW

The Employer will abide by all applicable laws, rules, regulations and circulars concerning contracting out. Disputes over the application of OMB Circular A-76 will not be subject to the negotiated grievance procedure.

[The Union pledges a good faith effort in guaranteeing those trained under this article shall represent the Union in such matters.]

## **ARTICLE 32**

### **DISTRIBUTION AND PUBLICITY**

#### **SECTION 32.01: BULLETIN BOARDS AND NEWSPAPER STANDS**

The Employer agrees to furnish space for bulletin boards and newspaper stands at all activities governed by this Agreement. Details of sizes, numbers, and locations will be a matter for local negotiations.

#### **SECTION 32.02: UNION DISTRIBUTION**

The Union may distribute its newspapers, circulars, and notices in any and all areas where base newspapers are distributed.

#### **SECTION 32.03: ORIENTATION FOR NEW EMPLOYEES**

- a. As part of the new employees orientation briefing the local Union president, or designee, will be introduced to the employees and allotted up to 15 minutes to present an overview of the labor management relationship and the functions of the union.
- b. The employer will provide the local union a copy of new accessions into the bargaining unit on a monthly basis. The accession report will list the organization, name, title, series, and grade of employees gained during the previous month.

#### **SECTION 32.04: NOTIFICATION OF EMPLOYEE RIGHTS**

The Employer will furnish all new appropriated fund bargaining unit employees the following information during new employee orientation:

- a. Title VII, CSRA, outlines the program for Labor Management Relations in the Federal Service.
- b. Each employee of the Executive Branch of the Federal Government shall have and be protected in the exercise of the right, freely and without fear of reprisal, to:
  - (1) Form
  - (2) Join
  - (3) Assist a Labor Organization
  - (4) To refrain from such activity

c. These rights may be exercised by bargaining unit employees freely and without fear of reprisal or coercion from either the Employer or the Union. Further, AFMC and AFGE policy ensures that the above stated rights are protected for all bargaining unit employees.

SECTION 32.05: DISTRIBUTION OF CONTRACTS TO THE UNION

The Employer shall provide Council 214 with 15,000 copies of the new MLA. Should additional copies be needed following the initial 36 months of this Agreement, Council 214 shall notify Headquarters AFMC and the parties shall negotiate additional copies.

SECTION 32.06: CONTRACT SPECIFICATIONS

- a. The new MLA will be the same size and shape of the expired MLA.
- b. The new MLA will be black with white lettering.

## ARTICLE 33

### GROUND RULES FOR NEGOTIATIONS DURING THE TERM OF THE AGREEMENT

#### SECTION 33.01: GENERAL

In an effort to continue to develop a productive labor-management relationship which benefits employees and their Union and the Employer, it is the intent of this article to encourage negotiations between the parties.

- a. It is understood that neither party waives any rights under the Federal Service Labor-Management Relations Statute.
- b. The parties do not intend to renegotiate the articles and provisions which already have been negotiated in this Agreement. The Parties agree to give notice and bargain over proposed changes in conditions of employment unless the matter is expressly contained in the contract.
- c. The parties are committed to utilizing an interest-based, problem-solving approach to reach agreement during these negotiations. In this respect, during these negotiations neither party will file a grievance, institute any proceeding under the Statute, or declare a proposal nonnegotiable under the Statute concerning the matter. This process terminates when there is agreement on the matter or either of the parties determines that it intends to rely on its statutory rights.

#### SECTION 33.02: NEGOTIATIONS AT COMMAND LEVEL

The Union will designate an official(s) to represent it in mid-term bargaining matters at Command level. The Union will provide an adequate staff to be located at HQ AFMC, WPAFB OH with authority to facilitate prompt response to the negotiations undertaken at Command level.

- a. When a bargaining obligation is generated by a proposed directive at Command level or a directive issued above Command level, the following procedures will apply:
  1. The Labor Relations Office will notify the designated Union official above of the intended changes in conditions of employment. A reasonable time period/date following the notification will be identified as the date management intends to implement. The union official designated above may request and be granted a meeting to discuss the change.
  2. If the Union wishes to negotiate, in accordance with entitlements under CSRA, concerning proposed changes, the Union will submit written proposals to the Labor Relations Office not later than 15 workdays after receipt of Employer's

notification. The parties will determine a date on which negotiations will take place, the persons to be involved, the location, and the implementation procedures. Negotiations will normally begin within five workdays after receipt by the Labor Relations Office of the timely Union proposals. If necessary, the identified implementation date may be postponed by the Employer to complete negotiations.

b. When a bargaining obligation is generated by the union over a condition of employment which has not been covered by the contract and was not the subject of a matter previously submitted, but withdrawn, during negotiations, the following procedures will apply:

1. The union will notify, in writing, the Labor Relations Officer of the intended changes in conditions of employment. A reasonable time period/date following the notification will be identified as the implementation date. The Labor Relations Officer or designee may request and be granted a meeting to discuss the change.
2. If management wishes to negotiate, in accordance with entitlements under the CSRA, concerning the union's proposed changes, management will submit written counterproposals to the union not later than 15 workdays after receipt of the union's written notification. Negotiations will normally begin within five workdays after receipt by the union of the timely proposals. If necessary, the identified implementation date may be postponed to complete negotiations.

c. There shall be no implied consent or constructive implementation of any union proposal.

d. The parties may mutually agree to delegate responsibility for negotiations to subordinate activities and local Union officials.

e. Agreements reached under this Section will be promptly implemented by the Employer in the appropriate form such as regulation, letter, or operating instruction. Disputes over the application of the implementing directive will be subject to resolution under Article 6 (Grievance Procedure).

#### SECTION 33.03: NEGOTIATIONS AT ACTIVITY LEVEL

a. Activity-wide changes in local conditions of employment, not covered by this MLA nor as a result of Command-wide negotiations under Section 33.02a above, which are within the discretion of the subordinate activity commander, will be brought to the attention of local Union officials prior to implementation in accordance with law and regulations. The Union will be given a specified reasonable implementation date as determined by mission requirements and the urgency for implementation.

1. If the Union wishes to negotiate, in accordance with Title VII, CSRA, the Union will submit written proposals to the activity labor relations office within ten calendar days of the date of notification if circumstances permit that much time. The local parties will determine a date on which negotiations will take place, the persons to be involved, the location, and the implementation procedures.
  2. Upon notification that activities and local Unions have been delegated negotiation responsibilities in accordance with Section 33 .02d, the activity will provide notice of the new or revised issuance or directive to the local president together with a specified reasonable implementation date. If the Union wishes to negotiate, it will respond in accordance with Section 33.03a(1) above and the provisions of that Section will be followed in discharging the bargaining obligations.
- b. Changes in local conditions of employment at echelons below the activity commander will be brought to the attention of the Union representative designated to be contacted by the supervisor or manager making the changes. Arrangements will be made by such officials, if bargaining is requested, to discharge the bargaining obligation in a time frame consistent with the circumstances causing the needed change. Agreements reached may not violate any provisions of this MLA or Local Supplements.
- c. When a bargaining obligation is generated by the union over a condition of employment which has not been covered by the contract and was not the subject of a matter previously submitted, but withdrawn, during negotiations, the following procedures will apply:
1. After review by the Council 214 President, the local Union President will notify, in writing, the Labor Relations Officer of the intended changes in conditions of employment. A reasonable time period/date following the notification will be identified as the proposed implementation date. The Labor Relations Officer or designee may request and be granted a meeting to discuss the change.
  2. If management wishes to negotiate, in accordance with entitlements under the CSRA, concerning the union's proposed changes, management will submit written counterproposals to the union not later than 15 workdays after receipt of the union's written notification. Negotiations will normally begin within five workdays after receipt by the union of the timely proposals. If necessary, the identified implementation date may be postponed to complete negotiations.
- d. There shall be no implied consent or constructive implementation of any union proposal.
- e. Agreements reached under this Section will be promptly implemented by the Employer in the appropriate form such as regulation, letter, or operating instruction. Disputes over

the application of the implementing directive will be subject to resolution under Article 6 (Grievance Procedure).

SECTION 33.04: DISPUTES AND IMPASSES IN MIDTERM NEGOTIATIONS

In the event the negotiating parties at any level cannot reach agreement, the following procedures will be applied if either party wishes to pursue final resolution.

- a. If the dispute involves statutory or regulatory negotiability issues, they will be processed as prescribed in Title VII, CSRA, and implementing regulations.
- b. Either party may seek the assistance of the FMCS or the FSIP in accordance with the rules and regulations of those agencies.

## **ARTICLE 34**

### **LOCAL SUPPLEMENTS TO THE MASTER AGREEMENT**

#### **SECTION 34.01: DEFINITION AND SCOPE OF LOCAL SUPPLEMENTS**

a. The Employer and the Union agree that this Agreement shall constitute the Master Labor Agreement between the parties and shall be applicable to all AFMC activities and employees included in the bargaining unit as defined in Article 2, Recognition and Coverage. The articles of this Master Labor Agreement may be supplemented in local agreements only to the extent the local agreements are not inconsistent with or do not conflict with the Master Labor Agreement.

b. In an effort to continue to develop a productive labor-management relationship which benefits employees and their Union and the Employer, it is the intent of this subsection to encourage supplemental negotiations over matters within the scope of negotiations under subsection 33.01.a.

- (1) It is understood that neither party waives any rights under the Federal Service Labor-Management Relations Statute.
- (2) The parties do not intend to renegotiate the articles and provisions which already have been negotiated in this Agreement. The parties agree to engage in supplemental negotiations authorized under subsection 33.01.a. unless the matter is expressly contained in the contract.
- (3) The parties are committed to utilizing an interest-based, problem-solving approach to reach Agreement during these negotiations. In this respect, during these supplemental negotiations, neither party will file a grievance, institute any proceeding under the Statute, or declare a proposal nonnegotiable under the Statute concerning the matter. This process terminates on a particular matter when there is agreement on the matter or either of the parties determines that it intends not to bargain further because the matter falls within the “covered by” the doctrine.

#### **SECTION 34.02: COVERAGE OF ARTICLE**

This Article shall apply to written supplements to this Agreement negotiated at the activity level pursuant to the terms of this article. One supplemental agreement may be negotiated at each subordinate AFMC activity. Each such written local supplemental agreement is construed to be part of this Agreement negotiated at the subordinate AFMC activity level, and each shall be applicable only to the subordinate activity at which such supplement is negotiated.

### SECTION 34.03: PARTIES TO LOCAL SUPPLEMENTS

Local supplements to this Agreement shall be between representatives of the commanders of subordinate AFMC activities and the appropriate AFGE local at such activities and shall be enforceable under the Negotiated Grievance Procedure and Arbitration articles of this Agreement. Provisions of local supplements in effect at the effective date of this Agreement that could not be part of a supplemental agreement under section 34.01 are null and void on the effective date of this Agreement.

### SECTION 34.04: AFMC REGULATIONS

Supplemental agreements under this section shall not conflict with regulations and policies of the Employer (HQ AFMC) that are in existence at the time of the effective date of this Agreement. This Agreement takes precedent over Employer (HQ AFMC) regulations and policies that conflict with this Agreement.

### SECTION 34.05: CONTINUATION OF LOCAL AGREEMENTS AS SUPPLEMENTS

Each activity-wide or multi-unit labor agreement with AFGE in effect on the effective date of this Agreement shall remain in full force and effect and shall be the particular activity supplement to this Agreement, insofar as such agreements are in compliance with Section 34.03 of this article. Those provisions of each activity labor agreement which are not in conformity with this article shall be superseded on the effective date of the Master Agreement.

### SECTION 34.06: REVIEW OF CURRENT ACTIVITY AGREEMENTS

The parties shall meet following agreement on all items in this Agreement, except those that remain unresolved in the Master Agreement, to review current local activity agreements and identify those articles and provisions which are in conformity with this Master Agreement. Those articles and provisions of an activity agreement so identified will constitute the activity supplement to this Agreement until such time as the supplement is renegotiated in accordance with Section 34.08 below.

### SECTION 34.07: DISPUTES OVER CONTENT OF LOCAL SUPPLEMENTS

Disputes over the review of current activity agreements set forth in Section 34.06 above may be submitted to arbitration at the appropriate subordinate AFMC activity under the provisions of Article 7, Arbitration. Disputed provisions will be incorporated in the appropriate activity supplement only where an arbitrator determines that such provisions are in compliance with this Article. Provisions in question shall become effective or superseded, as appropriate, on the date of receipt of the arbitrator's decision by the parties.

#### SECTION 34.08: RENEGOTIATION OF LOCAL SUPPLEMENTS

No earlier than 30 calendar days nor later than 60 calendar days after the effective date of this Agreement, activity representatives of either party may serve notice on the other party of an intent to reopen and amend the appropriate activity supplement or negotiate additional subjects for inclusion therein, where such subjects are expressly authorized by this Agreement. Procedures for local supplement negotiations, including the dates for exchanging supplement proposals, may be negotiated locally. Issues unresolved through negotiations conducted under this Section shall be referred to the Federal Mediation and Conciliation Service and/or the Federal Service Impasses Panel as appropriate for resolution.

#### SECTION 34.09: REVIEW, APPROVAL, EFFECTIVE DATE

Each activity local supplement must, upon date of execution, be forwarded to the respective headquarters of the Employer and Council 214 for review and approval. Local supplements shall become effective upon date of approval by the Employer and Council 214 and shall remain in effect for the duration of this Agreement, and will automatically continue in effect until renewed or renegotiated, in accordance with Article 35, Duration. Either party is authorized to disapprove a local supplement on the basis that such supplement is not in conformance with this Article. Disputes over the appropriateness of such disapprovals may be processed through the Negotiated Grievance Procedure. Such disputes shall be entered at the last step of that procedure at the activity level. Any required arbitration between the approving parties shall be held at the activity level, unless otherwise agreed.

#### SECTION 34.10: LAW AND REGULATIONS

The Employer shall also review local supplements to assure compliance with regulations and law in accordance with Title VII. Disapproval of local supplements on the basis of such review will not be subject to arbitration but may be processed as a negotiability appeal. Review and approval or disapproval of local supplements pursuant to this Section must be accomplished within 30 calendar days of the date of execution of the local agreement. Nothing in this Article or Agreement shall preclude either party from contending at any time that a provision of a local supplement or application thereof is in conflict with the Master Agreement. Such disputes shall be resolved through the Grievance Procedure and Arbitration Articles of this Agreement.

## **ARTICLE 35**

### **DURATION**

#### SECTION 35.01: EFFECTIVE DATE

- a. The Master Labor Agreement (MLA) shall become effective upon approval of HQ USAF and ratification by AFGE Council 214.
- b. The MLA shall remain in effect for 36 months from the date of execution by the parties.

#### SECTION 35.02: RENEWAL

This Agreement shall be automatically renewed for equivalent three-year periods, subject to applicable law and regulation, unless either party gives written notice to the other party of its intention to change this Agreement. Such notice must be given and received not more than 120 nor less than 90 calendar days prior to the expiration date of this Agreement.

#### SECTION 35.03: GROUND RULES FOR NEW AGREEMENT

- a. Ground rules negotiations shall commence no later than 30 calendar days after receipt of the request to bargain provided for in Section 35.02 by the parties exchanging their ground rules negotiation proposals.
- b. If re-negotiations fail to achieve a settlement by the expiration date, provisions of the Agreement consistent with applicable law and this Article remain in full force and effect until a new agreement becomes effective.

## ARTICLE 36

### CALL-BACK, STANDBY, AND ON-CALL DUTY

#### 36.01: GENERAL

The Parties recognize that mission requirements may require designated employees to remain available to report for duty as needs may dictate. These mission needs may be met through one of the arrangements described below. Where the particular procedures in sections 36.03 and 36.04 are not in use they will be negotiated in accordance with Article 33 before implementation.

#### 36.02: CALL-BACK

Employees are contacted in a prearranged order (i.e. overtime procedures) within each skill specialty and requested to report for duty. Normally, no specified employee availability conditions exist. Employees required to report for duty are compensated according to the applicable pay and overtime rules.

#### 36.03: STANDBY TIME

Designated employees may be restricted to the official duty station or their living quarters, required to remain in a state of readiness to perform work, and have their activities substantially limited such that they cannot use the time effectively for their own purposes. In these situations, all time spent on standby is considered hours of work.

#### 36.04: ON-CALL

Designated employees are on notice that, if mission needs dictate, they may be required to report for duty during their normal off-duty time. In these situations, the employees are not required to remain at a designated official duty location or their living quarters, but may be required to leave a telephone number where they may be reached, or carry an electronic device for the purpose of being contacted and remain within a reasonable call-back radius of the official duty location. As circumstances may dictate, the designated on-call employee is allowed to make arrangements such that any work that may arise during this on-call period will be performed by another person. Under these conditions, the hours during the on-call period are not hours of work. Employees required to report for duty are compensated according to the applicable pay and overtime rules.

## ARTICLE 37

### CHILD CARE SERVICES

- a. Child care services expanded or initiated as a result of the 1989 Master Labor Agreement between AFMC and AFGE Council 214 have adequately met the need for child care services for civilian employees at activities covered by this Agreement. However, the need for child care services may be increased/decreased as fluctuations in workforce numbers occur at activities covered by this Agreement.
- b. A child care committee will be established at each AFMC facility. The respective Base Commander or designee, and local Union President or designee will serve as co-chairs of the child care committee. The committee will consist of equal representatives from union and management. All functions performed by AFGE Council 214 Union officials will be on official time.
- c. Fees for child care services shall be set and implemented in accordance with the Military Child Care Act and Department of Defense and Department of the Air Force regulations and directives. Fees shall be the same for military members and civilian employees or in the same categories established by the Military Child Care Act. The child care committee will establish fees for child care services, including any required changes. Actions of the committee shall fulfill all bargaining requirements pertaining to these fees.
- d. The following priorities are established for AFMC child development centers' waiting lists in accordance with Department of Defense Instruction 6060.2.
- (1) Active Duty Military/DOD Civilians - Single parents assigned to/working at installation
  - (2) Active Duty Military/DOD Civilians: - Dual employees parents assigned to/working at installation
  - (3) Active Duty Military/DOD Civilians - One parent employed/assigned to installation
  - (4) Active Duty Military/DOD Civilians - Not assigned to the installation (single, dual, and one parent employed)
  - (5) Retired Military - Single parent
  - (6) Retired Military - Dual employed parents
  - (7) Retired Military - One parent employed
  - (8) Reservist - If on active duty, same priority as 1, 2, and 3, assigned to installation. If not on active duty, no priority
  - (9) Contractors

## **ARTICLE 38**

### **UNFAIR LABOR PRACTICES**

The parties agree to work in partnership to establish an Alternative Dispute Resolution (ADR) program to use in connection with avoiding the filing of unfair labor practices. The Union and AFMC agree that ADR increases the parties opportunities to resolve disputes prior to filing a formal unfair labor practice charge. Both parties also agree that ADR is not intended to replace the statutory unfair labor practice procedure. The parties understand that ADR can provide long term solutions to union-employer conflict. Therefore, the parties at the local level, upon mutual agreement, are authorized to negotiate an ADR program and procedure to resolve unfair labor practice disputes before the filing of a charge.

## **ARTICLE 39**

### **BASE CLOSURE**

#### SECTION 39.01: COMMUNICATIONS

- a. In the event of base closure, the parties agree there will be an open door policy between the Employer and the Union. Either party may request a meeting to discuss problems/situations requiring immediate attention,
- b. The Employer will maintain open communications with employees and the Union concerning the base closure. The Union will be provided an advance copy of any written informational material intended for distribution to the bargaining unit employees.
- c. An employee assistance office will be established and available to provide information on employment. Employees will be granted a reasonable amount of on duty time to visit the employee assistance office to review job vacancy announcements. Such visits will be by prescheduled appointments, based on workload requirements.
- d. The Employer will inform the Union in writing if the employer plans to utilize a private sector contractor to perform base closure functions. In the event bargaining unit employees are used, the Employer will provide the union a list of such employees assigned to these duties.

#### SECTION 39.02: MASTER LABOR AGREEMENT

The Master Labor Agreement and local supplements will continue to be applicable during base closure.

#### SECTION 39.03: DoD PRIORITY PLACEMENT PROGRAM

- a. Displaced employees will be afforded placement opportunities to the extent provided by the DoD Program for Stability of Civilian Employment.
- b. Applicable procedures outlined in DoD 1400.20-1M will be followed.

#### SECTION 39.04: JOINT TRAVEL REGULATIONS

Permanent change of station (PCS) relocation expenses may be paid if authorized in accordance with Vol II JTR (Joint Travel Regulations) for an employee who accepts another Federal position. These entitlements may include real estate, temporary quarters, temporary storage of household goods, travel and per diem, and miscellaneous expenses. The JTR will be made available for review at the Employee Assistance Office.

SECTION 39.05: OFFICIAL TIME AFTER BASE CLOSURE

Within 6 months of a scheduled base closure, either of the local parties may reopen negotiations on the official time for the affected base set forth in section 4.13.

The Activity representatives of both parties agree to the contents and provisions of this master agreement.

For the Air Force Materiel Command

JAMES C. BARONE  
HQ AFMC  
Chief Negotiator

RANDY SHAW  
HQ AFMC  
HQ Labor Relations Representative

CURTIS D. HAYNES  
Oklahoma City Air Logistics Center  
Logistics Centers Representative

SUE DRYDEN  
Warner Robins Air Logistics Center  
Production Council Representative

DOUGLAS M. JOHNSON  
Eglin Air Force Base  
Product/Test Centers Representative

BRIAN NORMILE  
Wright-Patterson Air Force Base  
Official Scribe

For the National Council of Air Force Materiel Command Locals, AFGE Council 214:

SCOTT BLANCH  
President Council 214  
Chief Negotiator

TROY TINGEY  
President Local 1592

MICHAEL GAVIN  
President Local 987  
(Dec 2000 – 5 Nov 2001)

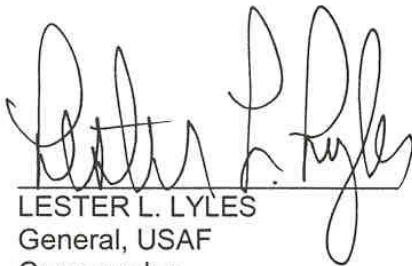
TOM ROBINSON  
President Local 1138  
(Jan 2000 – 14 Feb 2002)  
Official Scribe

TOM CLARK  
President Local 2221

FRED McDUFF  
2<sup>nd</sup> Vice President Local 916

## SIGNATORIES

This Master Labor Agreement between the Air Force Materiel Command (AFMC) and the American Federation of Government Employees (AFGE) AFL-CIO, Council 214, is hereby signed on 29 January 2002.



LESTER L. LYLES  
General, USAF  
Commander  
Air-Force Materiel Command



SCOTT BLANCH  
President, AFGE Council 214  
American Federation of Government  
Employees, AFL-CIO

Approved by DoD on 28 February 2002.  
The contract execution date and the effective date is 1 April 2002.