

# MASTER LABOR AGREEMENT



AIR FORCE LOGISTICS  
COMMAND

AND  
AMERICAN  
FEDERATION OF  
GOVERNMENT  
EMPLOYEES

AFGE COUNCIL NO. 214  
(AFL-CIO)

AFLC/AFGE MASTER LABOR AGREEMENT  
INDEX

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
1	PARTIES TO THE AGREEMENT	1
2	RECOGNITION AND COVERAGE	2
3	MANAGEMENT RIGHTS	5
4	OFFICIAL TIME/UNION REPRESENTATION	7
5	DISCIPLINE	16
6	NEGOTIATED GRIEVANCE PROCEDURE	24
7	ARBITRATION	32
8	DUES WITHHOLDING	40
9	COMMUNICATIONS	48
10	PRODUCTIVITY	49
11	TESTS	50
12	MERIT PROMOTION	52
13	TEMPORARY PROMOTION	61
14	REPROMOTION OF DOWNGRADED EMPLOYEES	62
15	EMPLOYEE PERFORMANCE	64
16	REDUCTION IN FORCE	72
17	POSITION CLASSIFICATION	77
18	TRAINING	81
19	EQUAL EMPLOYMENT OPPORTUNITY	85
20	DETAILS TO BARGAINING UNIT POSITIONS	88
21	LOANS	90
22	TRAVEL/TDY	91
23	ANNUAL LEAVE	97
24	SICK LEAVE	101
25	HEALTH AND SAFETY	105
26	HAZARD AND ENVIRONMENTAL PAY	115
27	EMPLOYEE DISABILITY COMPENSATION	116
28	EMPLOYER-UNION COOPERATION AT HEADQUARTERS AFLC	120
29	UPWARD MOBILITY PROGRAMS	124
30	EATING FACILITIES	125
31	CONTRACTING OUT	126
32	DISTRIBUTION AND PUBLICITY	128
33	NEGOTIATIONS DURING THE TERM OF THE AGREEMENT	130
34	LOCAL SUPPLEMENTS TO THE MASTER AGREEMENT	133
35	DURATION	138
36	AF TELEPHONE SYSTEM	139
37	CHILD CARE SERVICES	140

AFLC/AFGE MASTER LABOR AGREEMENT  
SECTION INDEX

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
1	<b>PARTIES TO THE AGREEMENT</b>	1
2	<b>RECOGNITION AND COVERAGE</b>	2
	2.01 Recognition and Coverage	2
	2.01 Professional Nurses	2
	2.03 Exclusions	2
	2.04 Extension of Coverage	4
3	<b>MANAGEMENT RIGHTS</b>	5
	3.01 Conformance to Law	5
	3.02 Retained Management Rights	5
	3.03 Additional Obligations and Rights of Management	6
4	<b>OFFICIAL TIME/UNION REPRESENTATION</b>	7
	4.01 Numbers of Stewards Authorized	7
	4.02 Designation and Recognition of Stewards	7
	4.03 Alternate Stewards	8
	4.04 Coverage for Areas Without Designated Stewards	8
	4.05 Official Time - General	8
	4.06 Functions for Which a Reasonable Amount of Official Time is Authorized	9
	4.07 Functions for Which a Limited Amount of Official Time is Authorized	10
	4.08 Restrictions on Official Time	11
	4.09 Official Time Employees	11
	4.10 Official Time Release Procedure	11
	4.11 Labor Relations Training	13
	4.12 Union Representative at Air Force Logistics Command Headquarters	14
	4.13 Full-Time Local Representatives	14
	4.14 Part-Time Council Secretary-Treasurer	14

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
5	<b>DISCIPLINE</b>	16
	5.01 Definition and Coverage	16
	5.02 Time Limits for Taking Discipline	16
	5.03 Nonformal Investigatory Interviews and Representation Rights	17
	5.04 Notice of Proposed Actions and Notice of Final Decisions	18
	5.05 Oral Admonishment	19
	5.06 Written Reprimands	19
	5.07 Suspensions and Removals	20
	5.08 Records of Disciplinary Actions	21
	5.09 Grievances and Appeals	22
	5.10 Lesser Penalties	22
	5.11 Decisions by Appropriate Authority	23
6	<b>GRIEVANCE PROCEDURE</b>	24
	6.01 Scope and Coverage	24
	6.02 Optional Use of Statutory Appeal Procedures	24
	6.03 Grievability/Arbitrability Determinations	25
	6.04 Extensions of Time Limits	25
	6.05 Union Observer at Grievances Where Employees Represent Themselves	26
	6.06 Protection from Reprisal	26
	6.07 Procedures for Employee Grievances	26
	6.08 Union or Employer Grievances at Activity Level	29
	6.09 Union or Employer Grievances at Command Level	30
	6.10 Witnesses	31
7	<b>ARBITRATION</b>	32
	7.01 Invoking Arbitration at Activity or Command Level	32
	7.02 Selection of Arbitrator	33
	7.03 Date and Site of Arbitration	33
	7.04 Arbitrator Fees and Expenses	34
	7.05 Questions of Grievability/Arbitrability	34
	7.06 Proceedings-Arbitrator's Authority Award	34
	7.07 Witnesses	35
	7.08 Expedited Arbitration	37



<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
<b>8</b>	<b>DUES WITHHOLDING</b>	40
	8.01 Authorization	40
	8.02 Initiating and Cancelling Dues	40
	8.03 Criteria for Noneligibility	41
	8.04 Union Responsibilities	41
	8.05 Management Responsibilities	42
	8.06 Effective Dates for Dues Withholding Actions	44
	8.07 Changes in Dues Amounts	46
	8.08 Administrative Errors	46
	8.09 Provisions of 5 USC Section 7102	47
	8.10 Remittance of Dues Monies	47
<b>9</b>	<b>COMMUNICATIONS</b>	48
	9.01 General	48
	9.02 Access to Requested Information	48
<b>10</b>	<b>PRODUCTIVITY</b>	49
	10.01 General	49
	10.02 Job Enrichment	49
	10.03 Incentive Program	49
<b>11</b>	<b>TESTS</b>	50
	11.01 Required Tests	50
	11.02 Retesting	50
	11.03 Regulatory Guidelines	50
	11.04 Job Element Test (JET)	50
<b>12</b>	<b>MERIT PROMOTION</b>	52
	12.01 General	52
	12.02 Scope and Coverage of Article	52
	12.03 Skills Locator/Vacancy Announcement	52
	12.04 Content of Vacancy Announcements	53
	12.05 Noncompetitive/Competitive Procedures	53
	12.06 Area of Consideration	54
	12.07 Expansion of Area of Consideration	55
	12.08 Career Programs	56
	12.09 Promotion Evaluation Patterns (PEPs)	56
	12.10 Promotion Certificates	57
	12.11 Tie Breaking by Seniority	58
	12.12 Interviews	58
	12.13 Time Limit for Acting on Certificate	58

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
	12.14 Notification of Selection/Nonselection	59
	12.15 Access to Promotion Information	59
	12.16 Post Audit of Promotion Actions	59
	12.17 Noncompetitive Promotion	60
<b>13</b>	<b>TEMPORARY PROMOTIONS</b>	<b>61</b>
	13.01 Mandatory Temporary Promotions	61
	13.02 First Consideration	61
	13.03 Use of Competition	62
<b>14</b>	<b>REPROMOTION OF DOWNGRADED EMPLOYEES</b>	<b>62</b>
	14.01 Priority Consideration	62
	14.02 Referral of Candidates	62
	14.03 Selection	63
<b>15</b>	<b>EMPLOYEE PERFORMANCE</b>	<b>64</b>
	15.01 General	64
	15.02 Performance Evaluation	64
	15.03 Notification to Employees	66
	15.04 Performance Recognition	67
	15.05 Performance Problems	68
	15.06 Within-Grade Increases	69
	15.07 Supervisory Appraisals	70
	15.08 Performance Studies	71
	15.09 Medical Issues	71
	15.10 Compliance with Law	71
<b>16</b>	<b>REDUCTION IN FORCE</b>	<b>72</b>
	16.01 Notification Requirements	72
	16.02 Governing Regulations	73
	16.03 Reducing Impact of RIF	73
	16.04 RIF Placement	74
	16.05 Access to Information	74
	16.06 RIF Notices	74
	16.07 Salary Retention	75
	16.08 Off-Base Unemployment/Reemployment	75
	16.09 Details During RIF	75
	16.10 Transfer of Function-Relocation Expenses	76
	16.11 Employees Who Choose Not to Transfer	76
	16.12 Information Update to Union	76

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
17	<b>POSITION CLASSIFICATION</b>	77
	17.01 Content of Position Description	77
	17.02 Changes to Position Descriptions	77
	17.03 Complaints Over Position Descriptions	78
	17.04 Classification Complaints	78
	17.05 Annual Classification Surveys	78
	17.06 Annual Survey Results	79
	17.07 Application of New Position Classification Standards	79
18	<b>TRAINING</b>	81
	18.01 General	81
	18.02 Training/Retraining in Critical Skills	81
	18.03 Identification of Training Needs	82
	18.04 Retraining on Technological Change	82
	18.05 Employer and Employee Responsibilities	82
	18.06 On-the-Job Training/Records	83
	18.07 Training Needs	83
	18.08 Off-Base Job-Related Training	84
	18.09 Special Shift Arrangements	84
	18.10 Training Records	84
19	<b>EQUAL EMPLOYMENT OPPORTUNITY</b>	85
	19.01 Policy	85
	19.02 Policy and Program Objectives	85
	19.03 EEO Advisory Committees	86
	19.04 Responsibilities of Supervisors	86
	19.05 Responsibilities of Employees	87
	19.06 Changes - Affirmative Employment Plans	87
20	<b>DETAILS TO BARGAINING UNIT POSITIONS</b>	88
	20.01 General	88
	20.02 Details - More Than 30 Consecutive Days	89
21	<b>LOANS</b>	90
	21.01 Definition	90
	21.02 Distribution of Loans	90
	21.03 Loans Outside the Bargaining Unit	90
	21.04 Duration of Loans	90

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
22	<b>TRAVEL/TDY</b>	91
	22.01 Scheduling of Official Travel	91
	22.02 Contents of Travel Orders	91
	22.03 Advance Funds for Travel	92
	22.04 Use of Government Quarters	92
	22.05 Procedures for Inadequate Quarters: Complaints	92
	22.06 Exceptions to Use of Government Quarters	93
	22.07 Standards of Adequacy	93
	22.08 Eating Facilities	94
	22.09 Mode of Travel	95
	22.10 Selection Procedures	95
	22.11 TDY Shift Assignments	95
	22.12 Return Travel	95
	22.13 TDY Records	96
23	<b>ANNUAL LEAVE</b>	97
	23.01 Scheduling	97
	23.02 Requests for Unscheduled Leave	97
	23.03 Conflicts Over Scheduled Leave	97
	23.04 Cancelling/Rescheduling	98
	23.05 Changes to Leave Schedules	98
	23.06 Emergency Annual Leave	98
	23.07 Leave for Death in Immediate Family	99
	23.08 Leave for Religious Holiday	99
	23.09 Leave/Work During Activity Shutdown	99
	23.10 Accrual/Availability of Leave	99
	23.11 Approval	99
	23.12 Leave for Internal Union Functions	100
24	<b>SICK LEAVE</b>	101
	24.01 Procedure for Requesting Sick Leave	101
	24.02 Documentation for Sick Leave of More Than 3 Days	102
	24.03 Identification and Correction of Sick Leave Abuse	102
	24.04 Release by Base Medical Facility	103
	24.05 Privacy of Records	104
	24.06 Advance Sick Leave for Serious Disability or Illness	104

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
<b>25</b>	<b>HEALTH AND SAFETY</b>	<b>105</b>
	25.01 General Policy	105
	25.02 Publicity	105
	25.03 Local Activity Committees	105
	25.04 Health and Safety Standards	106
	25.05 Protective Clothing, Equipment, Tools	107
	25.06 Safety Training	107
	25.07 Repair of Operating Equipment	107
	25.08 Toxic or Flammable Vapors	108
	25.09 Temperature Conditions	108
	25.10 Exposure to Hazardous Conditions	108
	25.11 Imminent Danger Situations	109
	25.12 Notification of Dangerous Condition	109
	25.13 Posting Notice of Hazardous Condition	109
	25.14 Inspections	109
	25.15 Accident Investigations	110
	25.16 Reporting Hazardous Conditions	111
	25.17 Reports to Union	111
	25.18 Training for Union Members of Safety Committee	112
	25.19 Union Participation in Field Federal Safety Councils	112
	25.20 Physical Examinations	112
	25.21 Notice to Union of Serious Injury/Illness	112
	25.22 Work in Remote Areas	113
	25.23 Local Supplementation for Hill AFB Range	113
	25.24 Official Time	113
	25.25 Computerized Occupational Health Surveillance Program (COHSP)	113
<b>26</b>	<b>HAZARD AND ENVIRONMENTAL PAY</b>	<b>115</b>
	26.01 Wage Grade Governing Regulations	115
	26.02 Recommended Amendments to Regulations	115
	26.03 Union Membership on EDP Committee	115
	26.04 General Schedule Regulations	115

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
27	<b>EMPLOYEE DISABILITY COMPENSATION</b>	116
	27.01 Counseling of Employees	116
	27.02 Election of Benefits	116
	27.03 Traumatic Injuries	116
	27.04 Review of Documents	117
	27.05 Reassignments	117
	27.06 Disability Retirement Counseling	117
	27.07 Review of Records	118
	27.08 Trial Reassignments	118
	27.09 Emergency Diagnosis and Treatment	118
	27.10 Injury Reporting Forms	118
	27.11 Official Time	119
28	<b>EMPLOYER-UNION COOPERATION AT HEADQUARTERS AFLC</b>	120
	28.01 Meeting Schedule and Attendance	120
	28.02 Subjects for Discussion	121
	28.03 Minutes	121
	28.04 Contract Precedence	122
	28.05 Local Cooperation Meetings	122
	28.06 Attempting Resolution at Activity Level	122
	28.07 Additional Meetings	123
	28.08 Maintaining Informal Contact	123
29	<b>UPWARD MOBILITY PROGRAMS</b>	124
30	<b>EATING FACILITIES</b>	125
31	<b>CONTRACTING OUT</b>	126
	31.01 Notification	126
	31.02 Minimizing Impact	126
	31.03 Qualification	126
	31.04 Safeguarding Information	127
	31.05 Compliance with Law	127
32	<b>DISTRIBUTION AND PUBLICITY</b>	128
	32.01 Bulletin Boards, Newspaper Stands	128
	32.02 Union Distribution	128
	32.03 Orientation for New Employees	128
	32.04 Notification of Employee Rights	129
	32.05 Distribution of Contracts to Union	129

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
<b>33</b>	<b>NEGOTIATIONS DURING THE TERM OF THE AGREEMENT</b>	130
	33.01 Mutual Rights and Obligations	130
	33.02 Negotiations at Command Level	130
	33.03 Negotiations at Activity Level	131
	33.04 Disputes and Impasses in Mid-Term Negotiations	132
<b>34</b>	<b>LOCAL SUPPLEMENTS TO THE MASTER AGREEMENT</b>	133
	34.01 Definition and Scope of Local Supplements	133
	34.02 Coverage of Article	133
	34.03 Scope and Parties to Local Supplements	134
	34.04 AFLC Regulations	134
	34.05 Continuation of Local Agreements as Supplements	135
	34.06 Review of Current Activity Agreements	135
	34.07 Disputes Over Content of Local Supplements	135
	34.08 Renegotiation of Local Supplements	136
	34.09 Review, Approval, Effective Date	136
	34.10 Law and Regulations	137
<b>35</b>	<b>DURATION</b>	138
	35.01 Effective Date	138
	35.02 Renewal/Renegotiation	138
	35.03 Ground Rules for New Agreement	138
<b>36</b>	<b>AF TELEPHONE SYSTEM</b>	139
<b>37</b>	<b>CHILD CARE SERVICES</b>	140
<b>APPENDIX 1</b>		
	Official Time Permit, AFLC Form 949	
<b>APPENDIX 2</b>		
	Standard Grievance Record, AFLC Form 913	

## **ARTICLE I**

### **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 Logistics Command (AFLC), Wright-Patterson Air Force Base, Ohio, 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, AFLC Locals, and the Employer.



## ARTICLE 2

### RECOGNITION AND COVERAGE

#### SECTION 2.01: RECOGNITION AND COVERAGE

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 Logistics Command facilities paid from appropriated funds and who are serviced by AFLC Civilian Personnel Offices:

- a. Hill Air Force Base, Ogden, Utah  
Kelly Air Force Base, San Antonio, Texas  
McClellan Air Force Base, Sacramento, California  
Newark Air Force Station, Newark, Ohio  
Robins Air Force Base, Warner Robins, Georgia  
Tinker Air Force Base, Oklahoma City, Oklahoma  
Wright-Patterson Air Force Base, Dayton, Ohio  
Cataloguing and Standardization Center, Battle Creek, Michigan
- b. Security Police or Guards at Tinker Air Force Base, Oklahoma City, Oklahoma

#### SECTION 2.02: PROFESSIONAL NURSES

Also included are professional nurses at Kelly Air Force Base, San Antonio, Texas, and Robins Air Force Base, Warner Robins, Georgia.

#### 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  
McClellan Air Force Base, Sacramento,  
California  
Newark Air Force Station, Newark, Ohio  
Robins Air Force Base, Warner Robins, Georgia

Security Police or Guards at:

McClellan Air Force Base, Sacramento,  
California

Firefighters at:

McClellan Air Force Base, Sacramento,  
California  
Robins Air Force Base, Warner Robins, Georgia  
Tinker Air Force Base, Oklahoma City,  
Oklahoma  
Kelly Air Force Base, San Antonio, Texas  
Wright-Patterson Air Force Base, Dayton, Ohio

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

Wage Grade employees working in the Steam Plant at:

Tinker Air Force Base, Oklahoma City,  
Oklahoma

Employees assigned to the following units at McClellan Air Force Base:

Base Petroleum Branch  
Flight Computer Section; Flight Indicator  
Section; General Flight Instrument Section of the

**Flight Instruments and Pseudraulics Components  
Division, Directorate of Maintenance.**

**SECTION 2.04: EXTENSION OF COVERAGE**

**The coverage of this Agreement shall be extended to any additional bargaining units which are consolidated with the bargaining unit described above during the life of the Agreement upon proper certification by the Federal Labor Relations Authority.**

## **ARTICLE 3**

### **MANAGEMENT RIGHTS**

#### **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 Title VII of the Civil Service Reform Act of 1978.

#### **SECTION 3.02: RETAINED MANAGEMENT RIGHTS**

Subject to Section 3.03 of this Article, management officials of the Employer retain the right, in accordance with applicable regulations:

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 3.03: ADDITIONAL OBLIGATIONS AND RIGHTS OF MANAGEMENT**

**In** prescribing regulations relating to personnel policies, practices and conditions of employment, the Employer shall have due regard for the obligations imposed by Title VII. However, the Employer and the Union may negotiate:

a. at the election of the Employer, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

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

c. appropriate arrangements for employees adversely affected by the exercise of any authority under this article by such management officials.

## 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 1 October 1984. 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 Cataloging and Standardization Center (CASC), 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 and 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 work load 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 non-duty status or TDY, and shall be granted official time in accordance with this Article.

#### SECTION 4.04: COVERAGE FOR AREAS WITHOUT DESIGNATED 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 to:

(1) present grievances at any step of the Negotiated Grievance Procedure;

(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) prepare employee grievances and appeals;

(14) prepare for meetings scheduled with management;

(15) review documents and assist an employee in processing a claim for disability compensation at the activity where the employee works;

(16) assist an employee when designated as their representative in preparing a response to a proposed disciplinary action;

(17) prepare responses to management-initiated correspondence, including PEPs;

(18) prepare Union grievances;

(19) prepare for arbitration;

(20) assist an employee in preparing a response to any personnel action resulting from a directed fitness for duty examination;

(21) 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 five hours per pay period of non-cumulative, non-transferable official time will be authorized for stewards below division level, and six hours for those stewards/officials at division level or above to perform those duties indicated in Section 4.06(13) through (21). It is understood that reasonable time will be granted under the circumstances in this Section for duties indicated in 4.06(1) through (12).

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 work load requirements. The total time authorized for preparation of a grievance is as follows:

Step 1 - 1 hour

Step 2 - 45 minutes

Step 3 - 30 minutes

SECTION 4.10: OFFICIAL TIME RELEASE PROCEDURE

The following procedures shall apply to employees and 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 work load conditions permit, the Union representative shall be released. If release cannot be granted because of work load 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 work load conditions.

d. Upon release, applicable portions of the AFLC 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 AFLC 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 through contact with the steward's supervisor. The management official arranging such meeting 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 mandays at each Air Logistics Center, 75 mandays at AGMC, 50 mandays at WPAFB, 25 mandays at CASC, shall be authorized annually for such training of Union officials. 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 on employee's 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.

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

100 percent official time is provided for two union representatives at AFLC headquarters. 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 AFLC for use of AFGE Council 214 in accordance with Article 33.01.

SECTION 4.13: FULL-TIME LOCAL  
REPRESENTATIVES

In addition to the representatives authorized official time provided above, the Union is hereby authorized the following numbers of representatives with 100 percent official time:

- (a) 4 100% representatives at Warner Robins AFB, Kelly AFB, Tinker AFB, Hill AFB, and McClellan AFB.
- (b) 2 100% representatives at Newark Air Station and Wright-Patterson AFB.
- (c) 1 100% representative at Battle Creek, Michigan.

SECTION 4.14: PART-TIME COUNCIL  
SECRETARY-TREASURER

(a) Up to a maximum of 200 hours 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.

(d) A location will be provided where the Secretary-Treasurer will be able to conduct private and uninterrupted telephone conferences with the Council.

(e) Normally, at least a 24-hour notice will be required to insure a private location can be made available.

## **ARTICLE 5**

### **DISCIPLINE**

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

a. This Article sets forth the criteria and comprehensive procedures by which the Employer shall impose discipline upon employees of the bargaining unit. For the purposes of this Agreement, disciplinary action shall be defined as oral admonishment, written reprimands, suspensions, and removals.

b. Discipline is the responsibility and the right of the Employer, and it agrees that such actions shall be based on just cause and in accordance with applicable regulations.

c. Nondisciplinary counseling sessions conducted by supervisory and/or management officials with unit employees or entries in Air Force Forms 971 recording such counseling are not considered discipline. However, such entries concerning an employee in the supervisor's 971 will be shown to the employee, and that employee shall acknowledge awareness of said entry by dating and initialing the Form 971. Such counseling sessions and entries thereof shall be grievable or arbitrable under the terms of this Agreement.

#### **SECTION 5.02: TIME LIMITS FOR TAKING DISCIPLINE**

Where an employee is subject to discipline, it is agreed that within 45 calendar 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, the Employer will impose or serve upon the employee one of the following:

a. In the case of oral admonishment, the disciplinary action itself; or

b. In the case of a written reprimand, suspension, or removal, a notice of proposed reprimand, suspension, or removal; or

c. 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 therefor, and that the employee will be informed when a decision has been made shall satisfy the requirements of this section.

SECTION 5.03: NONFORMAL INVESTIGATORY INTERVIEWS AND REPRESENTATION 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. This type of investigation does not serve to extend the 45 calendar day time limit.

c. When the Employer 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 promptly 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 until he/she has been advised of their right to request representation. If representation is requested, no further discussion concerning this matter will take place with the employee 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: NOTICE OF PROPOSED ACTIONS  
AND NOTICES OF FINAL DECISIONS

a. Notices of Proposed Action and Notices of Final Decision will be given to employees in duplicate so that they may give one copy to their representative or the Union if they desire. Such notices will advise the employees of their right to reply and in what form and of their right to submit facts. Notices of Final Decision will advise of the right to appeal or grieve as appropriate.

b. Extensions for replying to a Notice of Proposed Action or grieving a Notice of Final Decision will be granted if requested in writing by an

employee or designated representative for valid reason. Included among valid reasons for extension are:

- (1) Workload and availability of Union representative;
- (2) Illness and accident;
- (3) Death in family;
- (4) Jury duty, etc.

c. The decision to take action must be based on matters stated in the proposed notice.

#### 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 AF Form 971 to document the action, and date of occurrence; the employee shall be given an opportunity to initial and date the entry to acknowledge receipt of the action. The employee may subsequently file a written grievance at Step 2 of the Negotiated Grievance Procedure contesting the action within 21 calendar days of receipt of the action.

#### SECTION 5.06: WRITTEN REPRIMANDS

a. With respect to written reprimands, the Employer shall, in accordance with Section 5.04 above, prepare and serve to the employee a proposed notice of such actions stating in detail the reasons for the proposed action.

b. The employee may respond orally or in writing or both to the supervisor designated to hear the reply within 15 calendar days.

c. Subsequent to issuance, the employee will not be questioned further about the incident until the employee has been advised of the right to request the presence of a Union representative. If representation is requested, no further discussion will take place with the employee until the employee's representative is present.

d. Additional time for reply will be granted at the discretion of the Employer upon written request, provided the reasons for such request are valid.

e. Within 30 calendar days following either the employee's response or expiration of the time limits set forth above, whichever comes last, the Employer shall issue a written decision in the matter.

f. The employee may subsequently file a written grievance at Step 2 of the Negotiated Grievance Procedure contesting the action within 21 calendar days of receipt of the disciplinary action.

#### SECTION 5.07: SUSPENSIONS AND REMOVALS

a. With respect to suspensions and removals, the Employer shall prepare in accordance with Section 5.04 above and serve on the employee a proposed notice of such action stating in detail the reasons for the proposed action.

b. The employee may respond orally or in writing or both to the supervisor designated to hear the reply within 21 calendar days.

c. Subsequent to issuance, the employee will not be questioned further about the incident until he/she has been advised of their right to request the presence of the steward, or personal representative when the employee elects to use the statutory appeals procedure in an adverse action. If representation is requested, no further discussion will take place with the employee until the employee's representative is present.

d. Additional time for reply shall be granted at the discretion of the Employer upon written request, provided the reasons for such request are valid.

e. Within 45 calendar days following either the employee's response or expiration of the time limits set forth above, whichever comes last, the Employer shall issue a written decision in the matter.

f. The employee may subsequently file a written grievance at Step 2 of the Negotiated Grievance Procedure contesting the action within 20 calendar days of receipt of the disciplinary action or exercise appeal rights under the CSRA if the action is a suspension for more than 14 days or a removal.

g. 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; may result in damage to Government property; 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 regulations.

#### SECTION 5.08: RECORDS OF DISCIPLINARY ACTIONS

a. Records of Counselings in an employee's AF 971 shall be removed no later than one year from the date of entry. This shall not apply to counselings pursuant to the Alcohol and Drug Rehabilitation Program.

b. Records of Oral Admonishments in an employee's AF 971 file shall be removed from such records at least one year after the date of entry.

c. Letters of Reprimand shall be removed from all of the records of employees by at least two years after the date of issuance.

d. Suspensions received by an employee may not be a basis for further action after three years.

e. Disciplinary actions which are removed as a result of a grievance or arbitration decision shall be removed from the AF 971 and the employee's official personnel record within 10 work days in accordance with applicable regulations.

#### SECTION 5.09: GRIEVANCES AND APPEALS

All disputes under this Article except suspensions which exceed 14 days and removals in which an employee exercises appeal rights under Title VII will be processed under the Negotiated Grievance Procedure. (It is understood that proposed letters of reprimand, suspension, or removal are excluded from the Negotiated Grievance Procedure.)

#### SECTION 5.10: LESSER PENALTIES

Where the Employer issues a proposed notice of disciplinary or adverse action under the regulatory provisions of appropriate agency, Office of Personnel Management, or Merit Systems Protection Board regulations, or this Agreement, 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 2 of the Negotiated Grievance Procedure within 21 calendar days of the final decision.

SECTION 5.11: 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.

## ARTICLE 6

### GRIEVANCE PROCEDURE

#### 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 policies, regulations, and practices of the Air Force, AFLC, and subordinate AFLC activities not specifically covered by this Agreement.

#### SECTION 6.02: 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 the coverage of the Negotiated Grievance Procedure may raise the matter under a statutory procedure or the negotiated procedure, but not both. An employee shall be deemed to have exercised his option under Section 7121(d) to raise the matter under either a statutory procedure or the negotiated procedure at such time as the employee timely initiates an action under the applicable statutory procedure or timely files a grievance in writing, in accordance with the provisions of the negotiated procedure, whichever event occurs first. 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 of the CSRA or under the negotiated grievance procedure, but not both. An employee shall be deemed to have exercised his option to raise a matter either under the applicable appellate procedure or under the negotiated grievance procedure at such time as the employee timely files a notice of appeal under the applicable appellate procedures or timely files a grievance in writing in accordance with the provisions of the parties' negotiated grievance procedure, whichever event occurs first.

#### SECTION 6.03: 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 3 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 6.04: EXTENSIONS OF TIME LIMITS

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. Failure to respond or meet will permit the grievance to be elevated to the next step.



SECTION 6.05: 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 6.06: 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. Inasmuch 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 6.07: PROCEDURES FOR EMPLOYEE GRIEVANCES

The following procedure shall be exclusively used for the submission of employee grievances to the Employer under this Article.

a. Step 1. Informal Procedure. An employee of the bargaining unit desiring to file a grievance must first discuss the matter informally with his first level supervisor within twenty-one (21) calendar days of the date of the management action or occurrence giving rise to the grievance or reasonable awareness of such action or occurrence. Such grievance is initiated by completing Part I of the Standard Grievance Form furnished by the supervisor or the Union representative (Appendix 2).

(1) An employee desiring to file an informal grievance may request the assistance of a designated

Union representative in preparing and presenting the informal grievance. A grievant will inform the supervisor of the nature of the grievance and request the assistance of the designated Union representative so that arrangements may be made to informally discuss the grievance.

(2) Subject to the provisions of Article 4, Official Time, a grievant and the designated representative will be allowed a maximum of up to 60 minutes of official time, if otherwise in a duty status, in reasonable privacy and in the grievant's immediate work area, to prepare for the informal discussion of the grievance. The grievance shall then be discussed with the grievant, the designated Union representative, the first level supervisor, and any other person(s) the supervisor believes necessary for resolution. However, if upon being informed of the nature of the grievance pursuant to paragraph (1) above the first level supervisor determines that it is not within his/her authority to resolve the matter, the supervisor shall make arrangements with the appropriate management official with requisite authority to informally discuss the grievance with the employee and the designated representative.

(3) At the completion of the informal meeting the grievant and/or representative shall complete Part II of the Standard Grievance Form (Appendix 2) and return it to the supervisor. The supervisor shall provide a copy of the Standard Grievance Form as completed to the grievant and/or representative prior to adjourning the informal meeting.

(4) If the matter is not satisfactorily resolved at the informal discussion meeting, a final informal decision will be issued on Part III of the Standard Grievance Form, to the grievant by the first level supervisor (or other management official as appropriate) and served upon the grievant and/or representative at the address indicated in Part II within 14 calendar days of the informal discussion.

b. Step 2. Formal.

(1) Grievances over discipline taken under Article 5, denial of within grade increases, or other grievances not resolved at Step 1 may be processed by the employee or a representative, designated by the Union, with the Directorate, Staff Office, Tenant Commander (or in the case of grievances filed by unit employees of HQ AFLC, the Deputy Chief of Staff), or equivalent level or their designee of his/her organization. The grievance must be received by the Employer within 7 calendar days of the Step 1 decision. Part IV of the Standard Grievance Form will be filed with the appropriate management official at this Step. Additional issues, as distinct from related and supporting authority for such issues, may not be raised at this Step unless first considered at the informal Step. The designated official in the organization to whom the grievance is referred for resolution must not be the official who took the action or who was involved in an attempt at resolution.

(2) Within 7 calendar days of receipt of the grievance, the parties will meet to discuss the matter, unless otherwise mutually agreed.

(3) Within 10 calendar days of the date of that meeting, the designated management representative shall render his written decision on the grievance. Rationales for grievance decisions will be provided commensurate with the issues framed in the grievance. Said decision shall be served upon the grievant's representative and the grievant at the address identified in Part II of the Standard Grievance Form.

c. Step 3. Formal. If the Employer denies the grievance at Step 2, the grievant may appeal the decision to the Commander or designee of the subordinate AFLC activity (for HQ AFLC, the 2750th ABW Commander or his designee). The grievance must be received by the servicing activity's Labor and Employee Relations Division within 10 calendar days of receipt of the Step 2 decision.

(1) The appeal must contain the Standard Grievance Form and any management responses received prior to submission to Step 3 and any rebuttal arguments. New issues not considered at preceding steps shall not be raised.

(2) The Commander or designee may schedule a meeting with the grievant and the designated representative. Within 10 calendar days of the date of the meeting, or within 21 calendar days of the date the grievance was filed at Step 3, whichever occurs first, the Commander or designee shall render a decision in writing to the grievant and representative at the address listed on the form. Such decision shall constitute the Commander's final decision on the grievance for the purpose of invoking arbitration.

SECTION 6.08: 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 21 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 14 calendar days from the date of submission of the grievance, at the subordinate AFLC activity to discuss the matter. Within 14 calendar days of said meeting, the president of the resident AFGE Local shall render a decision, in writing, in the matter to the Commander of the subordinate AFLC activity. 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 21 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 his designee, within 10 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 21 calendar days from the date of receipt of the grievance.

(1) Within 10 calendar days of the date of the meeting or within 21 calendar days of the date the grievance was received by the Commander or designee, whichever comes last, the Commander or his designee shall render a written decision to the local Union.

(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 AFLC 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 6.09: 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 matter 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 AFLC, or designee, are authorized to file and/or respond to grievances at the Command level for the Union and the Employer respectively.

#### SECTION 6.10: 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.

## ARTICLE 7

### ARBITRATION

#### SECTION 7.01: INVOKING ARBITRATION AT ACTIVITY OR COMMAND LEVEL

a. General: Except as modified for matters referred for expedited arbitration, the following procedures apply:

b. If a grievance is not resolved through the Negotiated Grievance Procedure, the aggrieved party may, within 30 calendar days of the final decision, or in the absence of a final decision the day a decision was due, invoke arbitration by mailing to the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) with a copy to the other party, the appropriate form/letter requesting a panel of seven arbitrators.

c. 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 AFLC 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 AFLC Council President.

d. Grievance Over Local Matters: Where the Union is the moving party, the Union may invoke the following arbitration procedures by sending a copy of the FMCS/AAA form/letter to the activity Labor Relations Officer. Where the Employer is the moving party, it may invoke the following arbitration procedure by sending a copy of the FMCS/AAA form/letter to the appropriate Local President.

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

## SECTION 7.02: SELECTION OF ARBITRATOR

a. Within 10 calendar days of receipt of said list from FMCS/AAA, representatives of the parties shall meet to select an impartial arbitrator. Failing to reach agreement on one of the names on the list, representatives of the Union and the Employer 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.

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

## SECTION 7.03: DATE AND SITE OF ARBITRATION

a. Upon notification through FMCS/AAA 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 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 settlement.

SECTION 7.05: QUESTIONS OF GRIEVABILITY/ARBITRABILITY

The arbitrator shall have the authority to make all grievability and/or arbitrability determinations. Questions of arbitrability involving the applicability of statutory appeals shall be submitted to an arbitrator by brief, and decided prior to a hearing, unless otherwise mutually agreed upon. If the arbitrator determines there is a reasonable basis that the issue is arbitrable, he will hear the merits of the underlying grievance and decide the issues together. Upon mutual agreement of the parties, such threshold issues may be submitted to the arbitrator by brief, and decided prior to a hearing on the merits of the underlying grievance.

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, 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 AFLC 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. Such employees shall not suffer loss of pay or charge to leave.**

b. The parties must exchange written witness lists no later than 14 calendar days prior to the scheduled date of the hearing. Either side's representative may interview the other party's witnesses on the witness list provided the witness consents to be interviewed and is first 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.

c. Video Teleconferencing Network (VTCN). If approved by the arbitrator, the VTCN will be tried on a trial (non-precedential) basis for command level arbitration hearings.

(1) The Union will pay a reasonable fee to directly examine its witnesses.

(2) After one or two arbitration cases are heard, via VTCN, the parties must mutually agree to use it on a case-by-case basis.

(3) Should the VTCN prove unsatisfactory, other means will be explored by the parties with the aim to improve efficiency and cost.

## 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 refer the matter 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:

- (1) Suspensions of 3 days or less
- (2) Decision to Reprimand
- (3) Oral admonishment
- (4) Entries on AF 971 File
- (5) Matters regarding leave
- (6) AWOL
- (7) Overtime
- (8) Merit Promotion Appraisal
- (9) Parking

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 ten workdays of the Step 3 decision. The activity Labor Relations Office must arrange for a hearing to be held on a mutually agreed upon date. This will be strictly complied with and enforced. The hearing must be held within 25 calendar days of receipt of the written request to

invoke expedited arbitration. If the Union has not agreed within 15 calendar days of receipt of the request for expedited arbitration, to the date for the hearing, the case is closed.

d. Conduct of Hearing: Either party may use up to five witnesses unless it is determined by mutual agreement or the arbitrator that more are necessary and may present evidence and exhibits in support of their respective positions. There will, however, be no formal rules of evidence, no transcripts taken and no pre or post hearing briefs allowed. The arbitrator must render a written award postmarked not later than three workdays after the conclusion of the hearing. The arbitrator's fees and expenses will be submitted to the parties concurrent with the award.

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 seven 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 any one 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 the rate of \$500.00 per hearing day plus travel expenses. There will be no reimbursement to the arbitrator for expenses incurred for post hearing study or writing. The fee will be equally paid by the parties.

## **ARTICLE 3**

### **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 CANCELLING DUES**

An allotment may be submitted to the Civilian Pay Section of a subordinate AFLC 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 voluntary allotment will be sufficient. SFs 1188 or such written revocation shall be forwarded to the Civilian Pay Section of the subordinate AFLC 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 (e.g., by permanent assignment to a position outside the unit, separation, etc.); 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 AFLC 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 AFLC 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 AFLC 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 (except temporary promotion or detail).

(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 AFLC 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 Logistics Command. Further, the Employer will immediately notify the Union and provide for implementation bargaining in regard to said system.

**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 to respective correspondence within 10 calendar days of receipt.

**SECTION 9.02: ACCESS TO REQUESTED INFORMATION**

Upon request, the Employer shall make information available to the Union in accordance with the statute.

**ARTICLE 10**  
**PRODUCTIVITY**

**SECTION 10.01: GENERAL**

The parties agree that they will work cooperatively to assure the improvement of the quality of the working environment and increase productivity.

**SECTION 10.02: JOB ENRICHMENT**

When the Employer undertakes job enrichment projects which result in significant alteration of duties, it will rewrite position descriptions to reflect the work performed. Revised position descriptions and job classifications will be in accordance with OPM classification standards.

**SECTION 10.03: INCENTIVE PROGRAM**

The parties recognize that employees should be encouraged to improve productivity at all times. The Employer agrees to provide financial incentive and reward to employees, in accordance with applicable regulations, who submit suggestions which result in dollar savings to the Air Force.



## **ARTICLE 11**

### **TESTS**

#### **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 Logistics Command. Tests required by the Employer for affecting 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: JOB ELEMENT TEST (JET)**

a. Job element tests will be administered, in accordance with current OPM and Air Force guidelines. AFLC will post a copy of the JET study reference guide on bulletin boards in the areas where employees who need to take the test work. Each JET study reference guide will list all the technical orders (T.O.'s) on which JET is based. Employees may also obtain this information from CCPO.

b. It is recognized that improved job knowledge may be expected to improve test scores. It is further recognized that job knowledge can be improved by review of technical orders, by supervisory instruction, or by assistance from other employees and by off duty self development.

c. In the normal course of business employees undergo supervisory instruction, employee assistance and review of technical orders, as determined by the supervisor, during duty hours. Therefore employee review of such material as a supervisor determines necessary to improve job knowledge will be done on duty time as workload permits.

d. Material used to enhance job knowledge will be made available to employees upon request.

e. There shall be no pass or fail score for any employee in the bargaining unit taking the test. In the event an employee wishes to increase the test score, he/she shall be retested in accordance with applicable directives.

**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 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. Vacancy announcements will be advertised in an activity publication at the subordinate AFLC 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

Except where otherwise governed by the terms of this Agreement, noncompetitive promotions will be accomplished in accordance with applicable regulations of the Employer, Air Force, and DOD directives, and the provisions of the Federal Personnel Manual.

Competitive promotions 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 AFLC 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 Air Logistics Center (ALC) and/or the Aerospace Guidance and Metrology Center (AGMC), the minimum area of consideration for bargaining unit vacancies will consist of all employees serviced by the Central Civilian Personnel Office at the subordinate AFLC activity, including voluntary applicants who have applied for the specific position or type of position from other AFLC or Air Force installations.

b. At Wright-Patterson AFB, the minimum area of consideration for bargaining unit vacancies at HQ AFLC in grades GS-13 and above will consist of all eligible employees of the Air Force Logistics Command, and voluntary applicants who have applied for the vacancy or type of position from other Air Force installations. For all other bargaining unit vacancies at WPAFB, the minimum area of consideration will consist of all activity employees in the commuting area serviced by the 2750th ABW Central Civilian Personnel Office and voluntary applicants who have applied for the specific position or type of position from other AFLC or Air Force installations.

c. At CASC (Battle Creek, Michigan), the minimum area of consideration for bargaining unit vacancies will consist of all activity employees in the

activity commuting area as serviced by the 2750th ABW Central Civilian Personnel Office, and voluntary applicants who have applied for the specific position or type of position from other AFLC or Air Force installations.

d. Exceptions to the above minimum areas of consideration shall be in accordance with applicable 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 the Federal Personnel Manual and applicable 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.

e. 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 of 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 the 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

Area of consideration will seek ten best qualified. If less than ten best qualified 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 Command-wide, depending upon the initial area of consideration.

b. For unit positions in all other grades, where less than ten best qualified candidates are located in the initial area of consideration, the area may be extended until ten best qualified candidates are located. Depending upon the initial area of consideration, the area may be extended Command-wide, Air Force-wide, etc., as applicable.

c. In any case, the area of consideration need not be extended where 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, AFLC, or 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 Evaluation Pattern (PEP) will be given priority consideration for such job-related courses.

#### SECTION 12.09: PROMOTION EVALUATION PATTERNS (PEPs)

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 the Federal Personnel Manual and other applicable regulations, will be subsequently evaluated in terms of evaluation factors established in Promotion Evaluation Patterns (PEPs).

a. A PEP is a description of the specific qualifying skills and educational requirements by which employees are screened and evaluated for particular vacancies. The PEP addresses necessary evaluation factors such as written tests and supervisor appraisals, and contains the specific qualifying skills and evaluation factors.

b. Promotion Evaluation Patterns for bargaining unit positions will be valid and job-related in accordance with the requirements of the Federal Personnel Manual and other applicable regulations. PEPs will be consistent for identical positions.

c. The determination of the validity of a new or changed PEP will be determined by the Employer and recorded by the activity Civilian Personnel Office. Prior to its use, a new or changed PEP 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 PEP in a timely manner. Administrative changes to PEPs need not be forwarded to the Union. All PEPs will be filed in the servicing activity Civilian Personnel Office where they will be available for review. In addition, copies of such PEPs 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 ten 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 where 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 21 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 21 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 his/her 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 and 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. 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 that 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.

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.

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

## **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 Evaluation Pattern.

b. AFLC 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 Evaluation Pattern (PEP).

#### 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 his 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 incentives and 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.

b. This program will be administered 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.

#### 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 inservice 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. Critical element is defined as a performance element of an employee's job of sufficient importance that performance below the minimum performance standards established by management requires remedial action. A performance element not designated as critical but that is an important part of the position and is considered in determining the overall performance level is defined as a noncritical element.

e. Performance standards are used to measure the performance of the employee against the elements in the performance plan. A performance standard recognizes the degree of difficulty and reflects the consequences of the work outcome to the organization. The performance standard for **each** performance element must be defined in **measurable** terms and be applied in a fair and valid manner.

f. Supervisors will meet with **individual** employees periodically in the appraisal cycle to discuss the employee's performance, the adequacy of the performance plan, and any changes the supervisor may make to the work plan. Such discussions will be annotated in the employee 971 file for use in the employee's annual performance evaluation. Management will make a sincere effort to assist an employee to maximize their job performance in accordance with their performance plan.



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

h. The employee's annual rating will be the result of the application of the standards against elements as described above. The annual rating will be in writing with a copy provided to the employee. Performance elements rated as "Did Not Meet" or "Exceeded" will be justified by a brief narrative description.

i. Employees are allowed and encouraged to provide ideas, comments, or recommendations relating to performance elements and standards to supervisors for consideration in developing the performance plan prior to the completion 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 which was given their input and recommendations. It is recognized that the final determination of performance elements and performance standards rests with management.

#### SECTION 15.03: NOTIFICATION TO EMPLOYEES

Within 30-45 days prior to the performance evaluation dates and reaccomplishment of work plans, the Civilian Personnel Office and the Union will notify employees in appropriate Union and Management media of the opportunity within the next 30 days to provide input to their supervisors regarding job standards and elements. Input by employees regarding their job standards shall be given full and thorough consideration by their supervisors.

#### **SECTION 15.04: PERFORMANCE RECOGNITION**

a. The primary intent of this program is to recognize employee performance which exceeds the requirements of the performance standards. Employees whose performance is rated "Superior" will be given monetary or nonmonetary recognition. Recognition may also be given to employees rated "Excellent" or "Fully Successful". Examples of monetary recognition include Quality Step Increase (QSI), Special Act or Service Award (SASA), Sustained Superior Performance Award (SSPA), and Notable Achievement Award (NAA). Examples of nonmonetary recognition include letters of commendation, letters of appreciation, and honorary awards. The particular type of recognition awarded will be determined by management.

b. 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 an employee detail or loan during the rating cycle will not affect consideration of that employee to receive an award.

d. The Civilian Personnel Office will annually publicize the Performance Recognition Program emphasizing the benefits achieved by the program in its recognition of employees. A copy will be furnished to the local union. The Commander, designated representative or supervisor recognizes employees and presents awards at a suitable ceremony.

e. Upon completion of annual rating and award cycles, and upon Union request, the local union will be provided a listing of all employees receiving awards in the rating cycle to include employee names and type of award received. Upon request the Employer shall provide to the Council 214 President summary reports concerning award programs to the extent such reports are available.

f. Supervisors will give employees fair consideration for awards commensurate with performance.

g. All cash awards which have been approved in accordance with governing regulations will be paid to the employee.

#### SECTION 15.05: 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 fully successful, 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 will 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) Reduction in Grade
- (3) Removal
- (4) Denial of Within Grade Increase

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, the 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 in which the employee can meet the supervisors expectation.

(2) The employee shall be given a reasonable time to demonstrate acceptable performance, in accordance with 15.05a above.

(3) If during the opportunity period, the employee demonstrates acceptable performance, all references to unacceptable performance shall be removed from the employees personnel files after completion of the rating period.

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. Such discretion to rescind the notice of proposed action should not be arbitrarily or capriciously exercised.

#### SECTION 15.06: WITHIN-GRADE INCREASES

a. Within-Grade Increases (WGs) will be processed in accordance with guidelines set forth in the 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 or 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 file a written grievance at Step 2 of the Negotiated Grievance Procedure contained in the Master Labor Agreement within 20 calendar days of receipt of the written decision or file an appeal with the Merit System Protection Board.

#### SECTION 15.07: 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. Such appraisals must meet applicable criteria for employee selection procedures as required by applicable laws and regulations. Copies of such appraisals shall be provided the employee upon request at the time the appraisal is being discussed.

**SECTION 15.08: 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 15.09: 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 and other appropriate regulations shall govern.

**SECTION 15.10: COMPLIANCE WITH LAW**

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

## **ARTICLE 16**

### **REDUCTION IN FORCE**

#### **SECTION 16.01: NOTIFICATION REQUIREMENTS**

a. At the earliest possible date, and prior to notification of affected employees, the Employer will notify the Union of the proposed implementation date of a reduction in force and/or transfer of function in accordance with the following:

(1) HQ AFLC will notify the Council President where 50 or more unit employees at any one activity are identified to be reduced in grade or separated by reduction in force procedures.

(2) The Commander of a subordinate AFLC activity or designee will notify the appropriate local president of the Union at that activity where five or more unit employees are identified to be reduced in grade or separated by reduction in force procedures.

b. The Employer agrees to provide the following information as soon as it is available to the Union:

(1) The reason for the RIF or transfer of function.

(2) The numbers, types and grades of employees involved.

(3) The anticipated effective date of the action.

(4) Additional information requested by the Union will be released by the Employer when available and in accordance with applicable laws and regulations.

c. The Union may request negotiations on the impact within 15 days after receipt of notification.

d. The Union at the activity level will appoint one representative who will be permitted to review RIF notices and placement actions issued or pending issuance by the Civilian Personnel Office. After the Union has been notified of the RIF in accordance with paragraphs a and b above, the Union representative may meet with civilian personnel officials and confer on implementation plans for the RIF. This Section shall not affect the right of employees and their designated representatives access to RIF information in accordance with applicable regulations and as set forth in Section 16.05 below. All persons who have access to RIF information will maintain the confidence of the information until such information is officially released, but this does not preclude the Union representative(s) designated in accordance with this Section from discussing the RIF and information pertaining thereto with the local Union president. If the RIF will reduce in grade, separate, or otherwise adversely affect 300 or more activity unit employees, one additional representative may be designated by the Union. In the absence of the primary representative(s), alternate(s) may be designated by the Union.

#### SECTION 16.02: GOVERNING REGULATIONS

All reductions in force will be carried out in accordance with applicable regulations.

#### SECTION 16.03: REDUCING IMPACT OF RIF

a. In the event of a reduction in force, existing vacancies will be utilized to the maximum extent possible to place employees in continuing positions in order to minimize adverse actions and reduce separations.

b. The Employer shall request, when appropriate, that the OPM determine that the agency is undergoing a major reduction in force for the purpose of authorizing voluntary retirements under 5 USC 8336(d)(2).



c. At such time as a reduction in force has been announced, the Employer shall meet individually with affected employees eligible for optional or involuntary retirement and who request it to explain its benefits.

#### SECTION 16.04: RIF PLACEMENT

a. The Employer, consistent with mission requirements, shall make a maximum effort to waive qualification requirements in assignments to vacant positions during reductions in force.

b. Employees whose qualification requirements were waived and placed in a position with different duties from those previously performed will receive job related training as determined necessary by the Employer.

#### SECTION 16.05: ACCESS TO INFORMATION

a. Retention registers shall be established and employees listed in order of their retention standing, tenure group, and sub-group.

b. An employee affected by RIF or the designated representative has the right to inspect reduction in force records pertaining to the employees individual action.

#### SECTION 16.06: RIF NOTICES

The Employer shall provide a written notice to each employee affected by a change to lower grade or separation in a reduction in force at least sixty (60) calendar days prior to the effective date. The notice shall state what action is being taken, the effective date of the action, the employee's service computation date, and sub-group. It shall describe the employee's competitive area and competitive level. Rights of appeal and time limits on such appeals will also be in the notice.

#### **SECTION 16.07: SALARY RETENTION**

Salary retention for affected employees will be allowed as provided for under appropriate law and regulations.

#### **SECTION 16.08: OFF BASE UNEMPLOYMENT/ REEMPLOYMENT**

a. In the event of a reduction in force affecting release of employees, the Employer will determine from the appropriate State Employment service whether any of the affected employees may be eligible for training at government expense, and if so, will inform the employees how to apply for such training.

b. The Employer will advise employees who are separated by RIF of other federal agencies within the competitive area who may be a possible source of employment.

c. Any career or career conditional employee who is separated because of reduction in force will be placed on a reemployment priority list in accordance with applicable rules and regulations, and such employees will be given preference for rehiring in temporary and permanent positions for which they are qualified. It is understood that the acceptance of temporary employment will not alter an employees right to be offered permanent employment.

#### **SECTION 16.09: DETAILS DURING RIF**

a. Details necessary during reduction in force or transfer of function will be in accordance with Article 20 of this Agreement.

b. Employees on detail will not be released from the position of detail but rather the employees permanent position.

**SECTION 16.10: TRANSFER OF FUNCTION-  
RELOCATION EXPENSES**

a. The Employer agrees to pay relocation expenses for employees relocated by transfer of function as allowable under appropriate regulations.

b. The Employer will grant official time to those employees moving as a result of reduction in force or transfer of function to find new housing and schools, to make arrangements for disposition of their current homes, and to handle any other matter involved in the move, to the extent allowed under appropriate regulation.

**SECTION 16.11: EMPLOYEES WHO CHOOSE NOT  
TO TRANSFER**

For employees who do not wish to transfer with their function, the Employer will make every effort to find a position within the competitive area to place the employee in accordance with mandatory placement priorities.

**SECTION 16.12: INFORMATION UPDATE TO  
UNION**

a. The Employer will periodically update the Union on the status of the reduction in force and/or transfer of function.

b. Employees who are downgraded as a result of reduction in force will be entitled to appropriate priority promotional consideration in accordance with Article 14.

## ARTICLE 17

### POSITION CLASSIFICATION

#### SECTION 17.01: CONTENT OF POSITION DESCRIPTION

The purpose of a position description is to describe officially, for pay and classification purposes, the predominant skills and duties particular to a position. A position description does not list every duty an employee may be assigned, but reflects those duties which are series- and grade-controlling. The phrase "other duties as assigned" shall not be used as the basis for the assignment to employees of duties unrelated to the principal duties of their positions, except on an infrequent basis and only under circumstances in which such assignments can be justified as reasonable.

#### SECTION 17.02: CHANGES TO POSITION DESCRIPTIONS

Position descriptions will be based upon the principal duties and responsibilities assigned to each position. All identical positions within the same organizational unit will normally be covered by the same position description. Where management requires a deviation from such standard position descriptions 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 position descriptions will be reviewed by a classifier, and impact thereof recorded. Such review will be certified with the date and names of the classifier and supervisor and identification of affected positions. Such changes in position descriptions will be discussed with employees and employees will be furnished a copy of the changed position description.

**SECTION 17.03: COMPLAINTS OVER POSITION DESCRIPTIONS**

Employees who feel that their position descriptions are inaccurate may meet and discuss this matter with their supervisors for clarification. When differences concerning the accuracy of a position description cannot be resolved between the supervisor and the employee, the employee may file a grievance under the Negotiated Grievance Procedure. Any employee who believes their position description is inaccurate may have the steward responsible for their area present when their position is audited if they make their desire for representation known at the time they request or are notified of an audit.

**SECTION 17.04: CLASSIFICATION COMPLAINTS**

Employees who feel their position description is improperly classified may meet and discuss this matter with their supervisors for clarification. Should the supervisor be unable to answer the employee's questions, the supervisor will arrange for a meeting with the appropriate position classifier, the supervisor, and the employee. If the employee states that 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: ANNUAL CLASSIFICATION SURVEYS**

When a classification survey involves Unit employees, the Union is permitted to have an observer present at

the opening of the survey by the representatives of the Civilian Personnel Office and line management. Only the appropriate stewards in the units being surveyed, members of the units being surveyed designated to represent the Union, or the appropriate Division or Directorate stewards will be permitted to attend survey openings on official time when they would otherwise be in a duty status. The supervisors and the Union will be notified in advance of classification survey openings.

#### SECTION 17.06: ANNUAL SURVEY RESULTS

Following classification survey and finalization of the AF Form 641, the observer who was present at the survey opening will be advised of the audit results by the appropriate supervisor. The Union observer will not disclose confidential or privileged information obtained except to report to the Union president. Upon notification of the survey results the Union may request a meeting in accordance with Article 4.06.

#### 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. It is understood that position classification standards pertaining to positions in the Federal Wage System are commonly referred to as "job grading standards".

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. Local management may opt to select employees to be placed on grade retention by seniority in the interest of maintaining employee morale and minimizing disruption.

c. Employees' training agreements will be honored consistent with the implementation of new classification standards.

d. Employees may seek review of the accuracy or classification of their position descriptions at any time 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. All employees on grade retention as an immediate result of application of new classification standards will be referred for placement to positions for which they qualify as such positions become available in accordance with Priority "F" of the priority order categories set forth in AFR 40-300, Attachment 1, 30 December 1981. 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 approval from higher authority, where applicable, to implement the result 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.

## **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 AFLC 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 or 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. 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 parties agree to work cooperatively to assure 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 not be determined by religion, race, color, age, or national origin.
- 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.

#### SECTION 19.03: EEO ADVISORY COMMITTEES

a. The Union will be entitled to have a representative or representatives on the activity EEO Advisory Committee 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.

d. The Employer may utilize competitive procedures or volunteers to be ranked on the basis of seniority.

e. Under no circumstances will details be used for purposes of reprisal.

f. It is understood that qualifications and requisite skills are determined by the Employer.

SECTION 20.02: DETAILS FOR MORE THAN 30  
CONSECUTIVE DAYS

Details for more than 30 consecutive days will be effected in the following manner:

a. Details to same or higher graded positions shall be effected from among the three most senior employees with requisite skills who are available, with subsequent details made in descending order of seniority.

b. Details to lower graded positions shall be effected from among the three least senior employees with requisite skills who are available, with subsequent details being made in ascending order of seniority.

c. The Employer shall establish rosters available to the Union to implement the requirements of this Section of this Article.

d. 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.



## ARTICLE 21

### LOANS

#### 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.

#### 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.

## 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 the FPM, 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 AFLC 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 work hours prior to departure. An advance of funds will not be made for less than \$50, unless authorization is for reimbursement of a registration fee in excess of \$10 or when financial hardship would be imposed on a traveler in an individual case if required to pay for allowable travel expenses from personal funds.

### 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 of the same sex.

(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 reasonable privacy when in use. Where accommodations permit, no more than four 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. Where television reception and sets are available, provisions will be made for television in the employee's room. The absence of telephone and/or television sets in an employee's room shall not in and of itself cause such quarters to be inadequate under the terms of this Article, but may be a contributing factor thereof.

#### 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. It is understood that the least costly transportation will be selected for the purpose of obtaining suitable meals off base.

#### SECTION 22.09: MODE OF TRAVEL

Where mission requirements permit a choice of mode of travel, employees may exercise this choice provided that such 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. If there are insufficient volunteers, inverse seniority will be used among those available with the requisite skills.

- a. Separate overseas and stateside TDY rosters will be maintained.
- b. Exceptions will be made for compassionate reasons.
- c. This Section does not apply to training assignments involving 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 12 months and will be made available to the Union for inspection upon request.

**ARTICLE 23**  
**ANNUAL LEAVE**

**SECTION 23.01: SCHEDULING**

The use of annual leave is the right of the employee subject to the approval of the supervisor. In addition to workload considerations, the supervisor's decision to approve or disapprove all annual leave will involve consideration of employees' expressed desires and personal convenience. 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 1 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 23.02: REQUESTS FOR UNSCHEDULED LEAVE**

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 on said form and return it to the employee within one workday after receipt by the supervisor.

**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: CANCELLING/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 cancelled 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 or is mutually acceptable to employees involved.

#### SECTION 23.06: EMERGENCY ANNUAL LEAVE

Annual leave for emergency reasons, except where circumstances prevent, will be requested by telephone normally within two hours after the start of the shift to which assigned or by the beginning of core time if working under flexitime. Employees should request emergency annual leave by contacting their immediate supervisors, or other persons designated by management to receive such requests, as soon as possible after the start of their regular shifts. 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 reasons for the absence, the anticipated duration, and the location where the employee can be reached within 30 minutes of the telephone call. This call will meet the requirements of this Section. If telephone facilities are not available, the employee may use the mail channels at the earliest reasonable time.

SECTION 23.07: LEAVE FOR DEATH IN IMMEDIATE FAMILY

An employee will be granted annual leave or leave without pay in case of death in the immediate family or, in the case of a death of a relative, annual leave or leave without pay will be granted except where unusual circumstances prevent approval.

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.

SECTION 23.09: LEAVE/WORK DURING ACTIVITY SHUTDOWN

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 to the extent determined appropriate by the Employer.

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 APPROVAL

Except in unusual situations, the approval of all annual leave will be made by the immediate supervisor.

**SECTION 23.12: 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 unusual workload conditions.

## **ARTICLE 24**

### **SICK LEAVE**

#### **SECTION 24.01: PROCEDURE FOR REQUESTING SICK LEAVE**

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 regulations and the provisions of this Article. 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 and the employee's presence at work would jeopardize the health of others, except for reasons stated in Section 24.03. Employees should request sick leave by contacting their immediate supervisors, or other persons designated by management to receive such requests, by telephone as soon as possible after the start of their regular shifts. 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 and the location where the employee can be reached within 30 minutes of the telephone call. This call will meet the requirements of this Section. Under normal circumstances, this request will be made by telephone within two hours after the shift begins or before the beginning of core time if the employee regularly works under flexitime. A written notification, postmarked on the date of the absence, will be considered notice if telephone service is not available to the employee. 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 he 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 days or less sick leave, unless there is a documented reason to believe the employee is abusing sick leave as set forth below.

a. There are certain sick leave trends which, when appearing on a continual basis, could indicate sick leave abuse.

- (1) Absence after paydays.
- (2) Sick leave before or after holidays.
- (3) Monday-Friday sick leave.

(4) Absences during heavy workloads or undesirable duties.

(5) Intermittent sick leave use of short duration with vague excuses.

b. When a supervisor suspects that an employee is abusing sick leave, he/she 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.

c. 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 971 file. 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.

d. If the sick leave record subsequent to the counseling does not show elimination of sick leave abuse, the employee will be given written notification requiring the employee to provide doctor's certificates for all absences for which sick leave is requested. This notice should 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, his sick leave pattern and balance, etc. 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 cancelled. 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: RELEASE 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, unless the leave balances are publicized as examples of large accumulations with prior written consent of the employee.

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

In cases of serious disability or illness employees may be advanced up to 30 days sick leave. A request for advance sick leave of up to 30 days 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.

#### **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 AFLC activity. Such activity committee will be chaired by the Commander of the subordinate AFLC 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; 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.



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 AFLC 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. The Union representatives serving on such committee will serve without loss of pay or charge to leave in performing committee functions authorized by the chairman if otherwise in a duty status.

e. 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: 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 will 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 in order to immediately contact the nearest available supervisor. The supervisor shall make an evaluation of the situation and, after discussion with appropriate safety personnel, make a decision as to whether work may proceed.

#### 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 appropriate organizational steward will be notified as soon as possible so precautionary steps can be taken.

#### 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 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 worksite inspection is conducted by the Employer's safety personnel, either as part of a regular, recurring requirement or in response to a report of a worksite hazard, the Union will be given an opportunity to have a representative accompany the Employer's inspector. The appropriate organizational steward shall be the Union's representative in such cases, except where the inspection is conducted by the activity Safety Committee, in which case the Union's permanent member(s) may accompany the inspection.

b. The Union agrees to provide, in advance, one telephone number and one alternate number at each subordinate AFLC 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 safety inspector 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 oral reports of alleged hazards from an employee to a supervisor are the most prompt method of identifying hazards and agree to encourage the use of such oral reports and their informal resolution.

b. Employees may utilize Air Force Form 457, USAF Hazard Report, to report such alleged hazards to the subordinate AFLC activity Safety Office. Such reports shall be processed in accordance with applicable regulations, including 29 CFR 1960 where appropriate.

c. 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.

d. Employees who file complaints over alleged health and safety violations under the provisions of 29 CFR 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 1960.

## SECTION 25.17: REPORTS TO UNION

The designated Union representative having responsibility over a particular work area 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 in that work area. 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 AFLC 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 1960 and other applicable regulations, agrees to permit the Union's permanent representatives on each subordinate AFLC activity Safety Committee to participate in activities and attend meetings of Field Federal Safety Councils 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: NOTICE TO UNION OF SERIOUS INJURY/ILLNESS**

The Civilian Personnel Officer 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. The Union will be advised of the name and address of the next of kin in case of death.

#### 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 HILL AFB RANGE

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

#### SECTION 25.24: OFFICIAL TIME

The participation of Union representatives under this Article shall be on official time if the representatives would otherwise be in an official duty status.

#### SECTION 25.25: COMPUTERIZED OCCUPATIONAL HEALTH SURVEILLANCE PROGRAM (COHSP)

- a. The parties agree that a Computerized Occupational Health Surveillance Program (COHSP) may be administered to bargaining unit employees for the purpose of conducting medical epidemiological studies and to assist in protecting the health of employees.
- b. The Employer agrees that participating bargaining unit employees will be briefed orally or in writing as to the purpose and intent of COHSP and its related questionnaire prior to administering the questionnaire.



c. The Employer agrees to allow bargaining unit employees an opportunity to ask any questions they may deem appropriate prior to administering the COHSP questionnaire. The Occupational Medicine Staff will provide answers to all pertinent medical questions raised by bargaining unit employees.

d. Participating employees will be granted official time, if otherwise in a duty status, to accomplish the questionnaire and to receive related instructions and orientation. Participating bargaining unit employees will be advised in writing that completion of the COHSP questionnaire is strictly voluntary.

e. The Employer and the Union will periodically issue, in their respective communications media and consistent with program emphasis, publicity identifying the benefits of the COHSP system and the need for employee participation.

f. AFLC agrees that all source information received by the employer which has been voluntarily given by bargaining unit employees will be held in the strictest confidence and will not be disclosed to anyone except as provided in g below.

g. If the Occupational Medicine Service determines, through information on the history questionnaire that a medical condition exists that is hazardous or potentially hazardous to an employee or to the employee's fellow workers, the matter will be discussed first with the employee involved to consider appropriate actions to be taken to protect the safety and health of the employee or other fellow employees.

h. Employees will suffer no discipline for failure to answer questions on the questionnaire or for participation in the program.

i. Information obtained through the COHSP questionnaire will not be used to controvert later compensation claims without the express authorized disclosure of such information by the employee.

## ARTICLE 26

### HAZARD AND ENVIRONMENTAL PAY

#### SECTION 26.01: WAGE GRADE GOVERNING REGULATIONS

In accordance with FPM Supplement 532-1, subchapter S8-7c, an environmental differential will be paid to a wage employee who is exposed to hazard, physical hardship, or a working condition listed under the categories in Appendix J of this subchapter.

#### SECTION 26.02: RECOMMENDED AMENDMENTS TO REGULATIONS

The parties agree that either the Union or the Employer may submit recommendations for amendments to categories in Appendix J to the OPM.

#### SECTION 26.03: UNION MEMBERSHIP ON EDP COMMITTEE

The Union will be permitted to designate one representative to serve on any committee which may be established to implement FPM Supplement 532-1 with respect to environmental pay. All disputes over the payment of environmental differential pay will be resolved through the negotiated grievance and arbitration procedure.

#### SECTION 26.04: GENERAL SCHEDULE REGULATIONS

Pay for irregular or intermittent duty involving physical hardship or hazard for GS employees will be paid in accordance with the provision of the FPM.

## **ARTICLE 27**

### **EMPLOYEE DISABILITY 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 CCPO 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.

#### **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 FPM 810, Subchapter 3, paragraph 3-2(a), 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 CCPO to make available. The employee may be accompanied by a designated representative if he/she so desires. Both shall be allowed a reasonable amount of official time for such activities.

#### 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 disability retirement versus assignment to another position.

#### SECTION 27.07: REVIEW OF RECORDS

The designated personal representative of the employee 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: OFFICIAL TIME**

**A reasonable amount of official time will be granted to affected employees and Union representatives for reviewing documents and processing claims at the activity where the employee works.**

## ARTICLE 28

### EMPLOYER-UNION COOPERATION AT HEADQUARTERS AFLC

#### 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 AFLC Commander or his designee and the President of the AFLC 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 AFLC Commander and AFGE Council 214's Executive Board.

(2) AFLC 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 AFLC activities and shall not concern individual complaints or grievances. Formal labor-management disputes such 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 AFLC 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 (Wing Commander at WPAFB) 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 AFLC 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 AFLC 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 matters 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

### UPWARD MOBILITY PROGRAMS

It is AFLC policy to design, carry out and support career advancement opportunities for lower grade civilian employees in accordance with governing regulations. The upward mobility 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 AFR 40-110 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. Upward mobility 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 as soon as practical. At the earliest possible date, subsequent to Union request, officials of the Employer and the Union shall meet and confer on implementation of the action and on ways and means to attempt to minimize the impact of such action upon affected bargaining unit employees. The parties also agree to jointly consider 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**

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 task group or detailing the responsibility to prepare the Statement of Work (performance work statement).

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.

**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 will be used to the maximum extent possible to place affected employees in continuing positions.

**SECTION 31.03: 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.

**SECTION 31.04: SAFEGUARDING INFORMATION**

The parties agree to safeguard all 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 31.05: COMPLIANCE WITH LAW**

The Employer will abide by all applicable laws, rules and regulations concerning contracting out.

## **ARTICLE 32**

### **DISTRIBUTION AND PUBLICITY**

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

The Employer agrees to furnish space for bulletin boards and newspaper stands at each ALC. Details of sizes, numbers, and locations will be a matter for local negotiations. This will be applicable to the Cataloguing and Standardization Center, Battle Creek, Michigan.

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

The Union may distribute its newspapers, circulars, and notices in any and all areas where base newspapers are distributed. Such distribution will not be disruptive to mission accomplishment.

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

As part of the new employee orientation briefing, the local Union president or designee will be introduced to the employees and allotted up to ten minutes to present a prepared statement to the group. The Union's statement shall be subject to screening and approval by the Employer. Solicitation of membership by the Union is expressly precluded. Each month the Union will be furnished copies of the accession reports prepared by the Civilian Personnel Office which contains the name, position, titles, grades and duty stations of employees appointed during the previous month. The Employer will not be held responsible for errors found to exist in the reports provided.

**SECTION 32.04: NOTIFICATION OF EMPLOYEE RIGHTS**

The Employer will furnish all new appropriated fund employees the following information during new employee orientation: Title VII, CSRA, outlines the program for labor management relations in federal service. 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 form, join, and assist a labor organization, or to refrain from such activity. This right may be exercised freely and without fear of reprisal or coercion from either management or a union. AFLC policy insures that the above stated individual rights are protected for all base employees.

**SECTION 32.05: DISTRIBUTION OF CONTRACTS TO UNION**

Upon completion of negotiation of this contract, the Employer agrees to furnish copies of said agreement to the Union. AFLC will provide the Union 12,000 copies of the MLA. It is further agreed that, at the termination of the contract, the Union may demand to bargain upon the issue of additional copies to be provided by the Employer during the period of renegotiation of the contract.



## ARTICLE 33

### NEGOTIATIONS DURING THE TERM OF THE AGREEMENT

#### SECTION 33.01: MUTUAL RIGHTS AND OBLIGATIONS

The Union will designate an official(s) to represent it in mid-term bargaining matters at Command level. The Employer will provide office space at HQ AFLC, including filing cabinets, desks, chairs, tables, and typewriters at no cost to the Union. The Union will provide an adequate staff with authority to facilitate prompt response to the negotiations undertaken at Command level.

#### SECTION 33.02: NEGOTIATIONS AT COMMAND LEVEL

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:

a. The Labor Relations Office will notify the designated Union official in Section 33.01 above of the intended changes in conditions of employment. A reasonable time period/date following the notification will be identified as the implementation date. The Council President or designee may request and be granted a meeting to discuss the change.

b. 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. 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 in good faith.

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

d. 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 Articles 6 and 7 of this Master Labor Agreement.

e. If subordinate activities or local Union officials have not received notification of intent to negotiate at Command level on the impact and implementation of Directives issued above HQ AFLC within 45 calendar days from the date of the issuance or directive, either local party may initiate negotiations in accordance with Section 33.03 below and thereafter implement the issuance or directive.

#### 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 33.02 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, and the implementation procedures. The local Union president or his designee responsible for conducting the negotiations may request and be granted a meeting to discuss the change.

(2) Upon notification that activities and local Unions have been delegated negotiation responsibilities in accordance with Section 33.02c, 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.

#### SECTION 33.04: DISPUTES AND IMPASSES IN MID-TERM 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. If the dispute involves the issue of whether proposals conflict or otherwise violate the provisions of the MLA or Local Supplements, it will be resolved in accordance with Articles 6 and 7 of this MLA.

c. 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

The Employer and the Union agree that this Agreement shall constitute the Master Labor Agreement between the parties and shall be applicable to all AFLC activities and employees included in the bargaining unit as defined in Article 2, Recognition and Coverage. It is recognized by the parties that the Articles of this Master Labor Agreement are comprehensive Articles, and as such may be supplemented in local Agreements only to the extent expressly authorized in specific Articles of this Agreement. It is further understood and agreed that a Local Supplement Agreement, as authorized in this Article, as its name implies, is a supplement to the Master Agreement. Therefore, Articles of a local supplement agreement shall not conflict with, or otherwise be inconsistent with, any provision of Articles in the Master Labor Agreement, or shall be null and void. Further, the Articles of no local supplement agreement may amend, modify, or alter Articles of the Master Agreement or otherwise duplicate their provisions, except as expressly authorized herein.

#### 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 AFLC activity. Each such written local supplemental agreement is construed to be part of this Agreement negotiated at the subordinate AFLC activity level, and each shall be applicable only to

the subordinate activity at which such supplement is negotiated. Except as may otherwise be provided in Article 33, Negotiations During the Term of the Agreement, this Article shall not affect the right of the Employer to propose and change personnel policies, practices, and matters affecting conditions of employment during the term of this Agreement where such are not governed by this Agreement or local supplements. This Article shall not affect the right of the parties to request negotiations and subsequently bargain on such proposed policies or changes thereto.

#### SECTION 34.03: SCOPE AND PARTIES TO LOCAL SUPPLEMENTS

Local supplements to this Agreement may be negotiated only to the extent authorized by this Agreement. Such supplements shall be between representatives of the commanders of subordinate AFLC activities and the appropriate AFGE local at such activities and shall be enforceable under the Negotiated Grievance Procedure and Arbitration Articles of this Agreement. Supplemental local agreements are expressly authorized to cover all subject matters not covered by this Master Labor Agreement. Provisions of local supplements which are subjects of Articles of this MLA, which are not authorized for supplementation, are null and void on the effective date of this Agreement.

#### SECTION 34.04: AFLC REGULATIONS

Regulations and policies of the Employer (HQ AFLC) not expressly modified in this Master Agreement shall not be negotiated and/or modified in local supplements unless expressly and mutually authorized by the parties to this Agreement. All local supplements must be in compliance with this Agreement and those regulations and policies of the Employer not so modified in 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 AFLC 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 until 22 October 1992.

#### SECTION 35.02: RENEWAL/RENEGOTIATION

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 90 nor less than 60 calendar days prior to the expiration date of this Agreement. Such notice must be accomplished by written proposals for renegotiation as applicable. Negotiations shall begin no later than 30 calendar days after these conditions have been met.

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

Negotiations for ground rules for negotiating a new agreement at the end of the three-year period shall commence 120 days prior to the expiration of this Agreement.

## **ARTICLE 36**

### **AF TELEPHONE SYSTEM**

For purposes of administering this nationwide agreement and other appropriate official business, the local president, chief steward or their designees will have nationwide Air Force telephone systems at the union office. It is understood that this telephone will be used for conducting proper labor-management relations activities. It will not be used for solicitation of membership or dues or other internal business of AFGE.

## **ARTICLE 37**

### **CHILD CARE SERVICES**

a. AFLC will expand (or initiate) existing child care services at all AFLC activities to include Newark AFB and the 2750 ABW at Wright-Patterson AFB.

b. AFLC will accept full financial, liability, and legal responsibility in the operation of the child care service.

c. A child care committee will be established at each AFLC 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.

d. AFLC will have the expanded child care services in operation during the first quarter of FY-90.

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

For the Air Force Logistics Command

SHEILA HOSTLER  
HQ AFLC  
Chief Negotiator

H. DALE BIDDLE  
HQ AFLC  
Principal Negotiator

GERALD V. PIESIK  
HQ AFLC

WILLIAM P. LANGLEY  
HQ AFLC

ARTHUR T. SIKES  
Oklahoma City Air  
Logistics Center

KAY SELF  
Ogden Air Logistics  
Center

DENNIS MOTLEY  
San Antonio Air  
Logistics Center

KENNETH G. BOFFIN  
Sacramento Air  
Logistics Center

PATRICIA BOLEY  
Warner Robins Air  
Logistics Center

JANET MORSETH  
Aerospace Guidance and  
Metrology Center

BOB GEORGE  
2750 Air Base Wing

MAJOR JOHN C. MANTINI  
HQ AFLC  
Attorney-Advisor

MR WILLIAM T. KRUEGER  
HQ AFLC  
Attorney-Advisor

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

PAUL D. PALACIO  
President  
AFGE Council 214  
Chief Negotiator

WILLIAM SHOELL  
Vice President  
AFGE Council 214  
President, Local 1592  
Negotiator

PATSY MULLENIX  
Secretary/Treasurer  
AFGE Council 214  
Negotiator

GENE MARSHALL  
President, Local 916  
Negotiator

NEDRA BRADLEY  
President, Local 987  
Negotiator

DONALD COOK  
President, Local 1138  
Negotiator

RAMIRO MARTINEZ  
President, Local 1617  
Negotiator

TERRY BREWER  
AFLC/CASC Vice President  
Local 1626 - Negotiator

JOHN SALAS  
President, Local 1857  
Negotiator

EARL VILLARS  
President, Local 2221  
Negotiator



**PART IV (Must be completed prior to elevation to Step 2. Only Part IV is required to be completed for activity employer or union-filed grievance. Employees must use this form for filing grievances at Step 2 and 3 of the grievance procedure.)**

NAME OF GRIEVANT	OFFICE SYMBOL	DUTY PHONE
UN REPRESENTATIVE	OFFICE SYMBOL	DUTY PHONE

BRIEFLY DESCRIBE THE INCIDENT CAUSING THIS GRIEVANCE (Include date, time, and place, management officials involved, witnesses, if any. If more space is needed, use separate sheet of paper)

IDENTIFY ARTICLE(S) OR SECTION(S) OF THE MASTER AGREEMENT/LOCAL SUPPLEMENT/REGULATION OR LAW ALLEGED TO HAVE BEEN VIOLATED

IDENTIFY THE REMEDY YOU SEEK

SIGNATURE OF GRIEVANT OR REPRESENTATIVE	DATE
---	------

**PART V (Must be completed prior to elevation to Step 3. If your grievance is not resolved to your satisfaction, you may submit the grievance to the next step of the grievance procedure by signing and dating this form below. Attach a copy of management's written decision issued at Step 2, if received, and any additional information you believe is pertinent should also be attached.)**

SIGNATURE OF GRIEVANT OR REPRESENTATIVE	DATE
---	------