

MEMORANDUM OF AGREEMENT

BETWEEN

SHEPPARD AIR FORCE BASE, TEXAS

AND

LOCAL 1731

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

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## PREAMBLE

Pursuant to the policy set forth in Title VII, PL-95-454, Civil Service Reform Act, hereinafter referred to as Title VII, this agreement is made between the Base Commander, Sheppard Air Force Base, Texas, and American Federation of Government Employees, AFL-CIO, (AFGE) Local 1731. Hereinafter, Sheppard Air Force Base will be referred to as the Employer and AFGE Local 1731 will be referred to as the Union.

## ARTICLE 1

### RECOGNITION AND UNIT DESCRIPTION

The Union is recognized as the exclusive representative and this agreement applies to a bargaining unit composed of the nonsupervisory Wage Grade employees serviced by the Central Civilian Personnel Office at Sheppard Air Force Base excluding management officials, supervisors and foremen. The Union agrees to provide good faith representation for all employees of the bargaining unit without discrimination or regard to Union membership.

## ARTICLE 2

### PURPOSE

SECTION 1. This agreement is based on the desires of the Employer and the Union to work toward the common goal of the accomplishment of the mission of Sheppard Air Force Base which will have for its purposes the following:

- a. To promote improved working conditions.
- b. To promote the highest degree of morale and responsibility among employees in the unit.
- c. To provide for the prompt adjustment of differences arising between the parties on matters covered by this agreement.
- d. To state the policies, procedures, and methods that will hereafter govern the working relationships between the parties.
- e. To indicate the nature of the subject matter of proper mutual concern.
- f. To express the Union views and to participate in the formulation and implementation of personnel policies affecting the unit employee(s).

SECTION 2. It is understood that the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance in accordance with the requirements of Title VII.

### ARTICLE 3

#### RIGHTS AND OBLIGATIONS

##### SECTION 1. Mutual Rights and Obligations

a. In the administration of all matters covered by this agreement, officials and employees are governed by existing laws, regulations of appropriate authorities, such as DOD, AF, ATC, OPM and Title VII. The requirement of this section applies to all future laws and directives as prescribed above. However, this does not preclude parties from negotiation of matters of mutual concern. The requirements of this section apply to all supplemental, subsidiary, or informal agreements between the Employer and the Union. Base policy, local directives, STTC supplements and local policy changes; refer to Article III, Section I (d).

b. The Employer and Union recognizes its intent and purpose of the parties hereto to promote and improve the effectiveness and efficient accomplishment of the Employers' mission and agree that this will be the primary consideration of this agreement, and the well-being of its employees within the meaning of Title VII. Therefore, the Employer and the Union will convey to the employees the concepts of military readiness exercises, and other mission requirements so that employees understand their role as supportive members of the Air Force team.

c. The Employer and the Union through appropriate officials and representatives, will meet when the need arises, to confer with respect to personnel policies and practices and other matters relating to working conditions within the Employer's administrative discretion. This does not preclude the parties from mutually agreeing to special meetings at any time which will be arranged for at the convenience of both parties as soon as possible after the desire is indicated. Any specific item for discussion which requires research shall be provided in writing by either party at least three (3) working days in advance of the meeting.

d. The Employer and the Union recognize this agreement as the basis for their Labor-Management relationship and that each has the responsibility to inform the other prior to implementation of significant changes in existing practices, policies, or procedures that would affect members of the Unit and to negotiate the impact on bargaining unit employees. The Employer may

implement changes in conditions of employment if written impact proposals are not received within ten (10) days, except when an emergency dictates earlier implementation, after the Union is notified.

e. The Employer and the Union agree that all provisions of the agreement and of applicable laws, Executive Orders, and regulations shall be applied fairly and equitably to all employees in the Unit.

## SECTION 2. Management Rights and Obligations.

a. Management officials of the agency retain the right in accordance with applicable regulations -

(1) To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

(2) In accordance with applicable laws -

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

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

(c) With respect to filling positions, to make selections for appointments from -

1 Among properly ranked and certified candidates for promotion; or

2 Any other appropriate source; and

(d) To take whatever actions may be necessary to carry out the agency mission during emergencies.

Nothing in this article shall preclude the Employer from negotiating in accordance with Article 3, Section 1 (d) of this agreement the appropriate arrangements to lessen the impact for employees adversely affected by the exercise of any authority under this section.

b. The Union may establish a Publications Distribution Office (PDO) subaccount for receipt of Air Force, Air Training Command, and STTC regulations. Union officials may use the unclassified Base Master Publications Library.

c. Upon request the Union will annually be provided a list of the names, position titles, and organizations of the unit employees. The list may be provided more often if requested and the need for such a product is justified.

d. The Union will be informed when individuals are impacted by major changes to personnel policies, practices or procedures. A list of new employees who are appointed to position in the bargaining unit by name, position title, grade, and duty assignment will be furnished to the Union monthly.

e. The Union may submit articles on forthcoming meetings, recognitions and the names, locations, and duty telephone numbers for Union officers and stewards which will be considered for inclusion in the Advisor, STTC Bulletin, and Sheppard Senator. Articles must impart factual Union information and not violate the neutrality of the Employer.

f. For the purpose of confidentiality and privacy of documents the Employer will, when practical, allow the Union to place a locking file cabinet near the normal home duty area of each of their officers and stewards who are recognized by the Employer.

g. Employees may authorize a voluntary allotment for the payment of Union dues through payroll deductions as prescribed in the Dues Withholding Agreement between the Union and Employer.

### SECTION 3. Union Rights and Obligations

a. The Union, as the exclusive representative of employees in the Unit, is obligated to represent, act for, and to negotiate Agreements concerning all employees in the unit.

b. The Union agrees to represent the interests of all employees in the Unit without discrimination or regard to labor organization membership.

c. The Union in behalf of its members agrees that they will not call or sanction a strike, work stoppage, slowdown, or picketing which interferes with an agency's operations. The Union will take reasonable action to avoid such activity and where such activity occurs or is contemplated, will immediately inform the concerned employees that they are in violation of this Agreement and Title VII. It is agreed that when it acts in compliance with this Article, the Union shall not be liable for the unauthorized action of unit employees. However, this does not preclude the Union's right to call and participate in informational picketing as defined by Title VII.

d. The Union will be given the opportunity to be represented at any formal discussions between Management and one or more employees or employee representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the Unit.

e. The Union may present its views to the Employer on matters of concern, either orally or in writing, and to have them considered in good faith before management arrives at a decision in developing a change to conditions of employment; and to negotiate on impact prior to the implementation of personnel policies, practices, procedures, or other matters affecting working conditions of members of the unit which are within the jurisdiction of the Employer as stated in Article 3, Section 1(d).

f. The Union will be informed of special missions and programs which impact conditions of employment and to negotiate their appropriate impact matters within jurisdiction of the Employer.

g. The Union shall be given sufficient notice and opportunity to have an observer at any formal grievance hearing or EEO complaint hearings that affect the bargaining unit employees. Attendance at a hearing is limited to persons determined by the complaints examiner to have a direct connection with the complaint. If the employee filing an appeal objects to the presence of the observer, the examiner may exclude the observer from the hearing. An observer at any appeals hearing may not participate in any way unless authorized by the hearing examiner.

h. The Employer agrees to grant duly elected officers and representatives of the Union administrative leave in conjunction with attendance at training sessions sponsored by AFGE, provided the subject matter of such training is of mutual concern to the Employer and the employee in their capacity as an organization representative and the Employer's interest will be served by the employee's attendance at such training sessions. Administrative leave for this purpose covers only those portions of the training session that meet the foregoing criteria, are conducted within the employee's normal duty hours, and will normally not exceed twelve (12) hours for any one individual within the calendar year. The exact amount of time will depend on the length, location and agenda items at the seminar. Approval of maximum leave request will be subject to workload and mission requirements during the period of subject leave. A maximum total of administrative leave will not exceed 200 hours in a calendar year. A written request for leave will normally be submitted at least one (1) week in advance by the Union President to the Labor Relations Officer and contain full information, to include agenda items related to the training.

#### SECTION 4. Employee Rights

a. Each employee of the Unit has the right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization or to refrain from any such activity, and each employee will be protected in the exercise of this right.

b. Unit employees will be unimpeded and free from restraint, coercion and reprisal in exercising rights under this agreement.

c. After discussing the problem with the immediate supervisor, an employee has the right to meet with a Union Steward or official on questions concerning personnel policies, practices and matters pertaining to employment on official time in accordance with the provision of Article 17 of this agreement. Such contacts will be cleared through supervisors concerned in accordance with the terms of Article 4 of this agreement.

d. Unit employees have the right, regardless of whether a member of the Union, to bring matters of personal concern to the attention of the Employer or Union under applicable laws, rules, regulations, established agency policy, or this agreement.

e. Nothing in this agreement will require a unit employee to become or to remain a member of the Union, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for payment of dues through payroll deductions.

#### ARTICLE 4

##### UNION REPRESENTATION

SECTION 1. The names, position and duty location and phone numbers of the current elected officers, stewards and designated representatives of the Union will be provided to the Employer in writing. The list will be maintained on a continuous basis. Stewards will be designated so that each employee has access to one in the geographic vicinity of their work area and stewards will normally restrict their activities to that area. When an employee has a complaint every effort will be made to resolve it at the earliest possible time and at the lowest level of supervision. If assistance of the Union is sought by the employee, upon request the supervisor concerned will meet with the Union representative and the employee to discuss the matter.

SECTION 2. National Officers of the American Federation of Government Employees, upon request and presentation of credentials, will be allowed to visit Sheppard AFB for the purpose of accomplishing Union business and subject to security and safety requirements. The Union agrees to notify the Labor Relations



Officer as far in advance as possible of any visits and the name and position of the visitor, purpose, and those who will be contacted.

SECTION 3. The primary responsibility of a steward is the assigned duties as a Government employee. As an official of the Union, the steward has accepted the Union authority and responsibility for meeting management officials on policy matters affecting conditions of employees within the Unit. Union officers and stewards, if otherwise in a duty status, shall be on official time when meeting with management officials on behalf of the Union during their normal duty hours or when representing members of the Unit within the provisions of this Agreement. Those sessions conducted on official time shall be accomplished in an expeditious manner with the use of official time held to the minimum consistent with the needs of the situation. Internal business of the Union, such as solicitation of members, shall not be conducted during the duty hours of the employees concerned.

SECTION 4. Should it be necessary for a Union steward or officer to leave their work area when appropriate, under the terms of this agreement they will request permission from their immediate supervisor. He/she will be released upon request, unless compelling circumstances dictate otherwise. The request should include the nature and estimated duration of the meeting where their presence is desired. Upon entering a work area other than their own, the Union representative will first advise the appropriate supervisor of their presence and request permission to contact the employee they wish to visit. The employee will be released unless compelling circumstances dictate otherwise. Stewards and officers will report to their supervisor upon returning to their work area. If the request is denied, the reason for the denial will be given in writing and signed by the person denying the request.

SECTION 5. Once a grievance is initiated and the employee provides a written designation of Union representation, the representative will be given the opportunity to be present at all subsequent discussions between the Employer and the employee on the matter. Within this agreement reference to "representation" indicates Union representation or Union-approved representation.

SECTION 6. Subject to security and safety requirements Union officers and stewards who have retired from Sheppard AFB will be allowed to visit the base for the purpose of accomplishing business appropriate under the terms of this agreement upon request and presentation of proper credentials.

## ARTICLE 5

### SAFETY AND HEALTH

SECTION 1. The Employer and each employee will comply with all Air Force Occupational Safety and Health (AFOSH) Standards to insure and maintain safe, sanitary working conditions and industrial health protection. In those cases where AFOSH Standards do not exist, those from other organizations such as the Army Corp of Engineers, Occupational Safety and Health Act, and the National Safety Council will be considered. Adequate lighting, ventilation, heating, air conditioning, and work space will be provided for members of the unit in accordance with current safety and health guidance. The Employer and the Union will encourage employees to work in a safe manner and to promptly report to their supervisors any unsafe practice or condition observed. Employees have the primary responsibility for their own safety and an obligation to know and comply with all safety rules and practices for the protection of themselves and others.

a. The Employer agrees that the Union may have a safety representative present at safety inspections that involve unit personnel. Safety discrepancies noted will be communicated with the supervisor of the affected operation and a copy will be provided to the Union.

b. The Employer agrees that the safety of personnel will be a top priority. All job-related injuries will be promptly investigated in accordance with current directives.

c. The Employer and Union agree that compliance with all safety regulations and directives will be followed and adhered to and is of the highest priority.

d. The safety training deemed necessary by the Employer will be made available to the Union's safety officer.

SECTION 2. The current physical qualification standard will be given due consideration before an individual is assigned to a position. Light duty may be assigned for temporary recuperative purposes.

SECTION 3. Protective Equipment.

a. No employee will be required to perform work without the protective equipment and safety devices required in applicable directives. Changes in, or substitution of, authorized protective equipment will be coordinated with the Safety Division through normal Air Force channels. Employees will use personal protective equipment and safety devices provided by the Employer. The Employer and the Union recognize the need for employees to use the protective and safety devices provided by the Employer.

b. Unless adequately protected, no employee shall be required to perform work in an area where conditions detrimental to health or safety exist until such conditions have been removed, guarded, or remedied. An employee who is assigned to perform work in a hazardous area will be protected by the presence of a co-worker.

#### SECTION 4. Medical Requirements.

a. Medical examinations will be conducted by the Employer for employees engaged in occupations determined under the Air Force Occupational Safety and Health Program to be hazardous.

b. The Employer agrees to provide suitable/approved safety spectacles, goggles or face shields to bargaining unit employees authorized and required for on-the-job protection. Functional managers, with assistance from Safety or Bio-Environmental Engineering personnel will determine jobs and work areas that require eye protection and the type of eye and face protection that will be used. Supervisors will refer unit employees to the Eye Clinic for examination and prescription if they require prescription protective lenses and do not have them, or prescription has changed due to diminished or defective vision. Protective eye glasses with safety frames, tempered glass or plastic lenses, temples and side shields (when required) will be provided, with the type of frame available from the Employer to be optional with the employee, except that only plastic frames will be used in flammable/explosive atmospheres and when working around electrical/electronic hazard areas. Metal frames may be used where employees are subjected to heat, chemical mists or substances that adhere to or mar plastic frames.

SECTION 5. Any written Operating Instructions or Standing Operating Procedures concerning safety practices or procedures will be posted on appropriate bulletin boards or maintained in files which are readily available to employees who need to know or use the instructions or procedures. Employees will be apprised of the instructions prior to filing or posting. Appropriate bulletin boards are those boards normally reviewed by employees who need to know or use the instructions or procedures. The Union and the Employer will require employees to acquaint themselves with safety instructions and procedures pertinent to their jobs. Employees failing to comply with current safety health directives may be subject to counseling/disciplinary action in accordance with Article XXII.

SECTION 6. The Civilian Personnel Office will periodically publish information concerning location of the regulations governing administration of the Federal Employees' Compensation Act and the procedures for reporting injuries.

## SECTION 7. Hazards.

a. An employee or designated representative may request in writing to have an investigation and determination into an alleged hazardous working condition created by substances such as asbestos, toxic chemicals, etc. The Employer will conduct necessary tests and investigations pursuant to appropriate Air Force Occupational Safety and Health (AFOSH) standards, and furnish the requester a written report to include findings and determinations.

b. The Employer agrees to provide appropriate occupational medical examinations to employees exposed to hazardous levels of asbestos, toxic chemicals, etc., in excess of established limits.

c. The Employer will provide and require the use of special clothing and equipment for any employee exposed to airborne concentrations of asbestos or other toxic materials when these substances exceed established levels as described in appropriate AFOSH standards.

## ARTICLE 6

### INCENTIVE AWARDS

SECTION 1. An Incentive Awards Committee will be established by the Employer to assist in the administration of the awards program. The Union may submit nominations for appointment to that committee, however, the Union agrees that all individuals offered for consideration will be well qualified to serve on the committee. Whenever the Employer changes membership of the committee, the Union will be informed of the change. Union members selected for the committee will serve in the same capacity as other members.

SECTION 2. All suggestions shall be evaluated promptly and fairly. The evaluation shall be based solely on the merit of the suggestion. Employees who believe that their suggestions have not been promptly or fairly evaluated shall present their complaints with factual back-up data to the Executive Secretary of the Suggestion Awards Committee for reconsideration.

SECTION 3. The Employer and the Union will encourage employees to demonstrate initiative in submitting suggestions under the Suggestion Awards Program to include matters of safety, economy, and job management improvements.

SECTION 4. Recommendation for cash awards and quality salary increases will not be limited by arbitrary organizational quotas. Organizational commanders may be delegated authority to approve incentive awards.

SECTION 5. There will be no arbitrary or unreasonable limitation placed upon the number of nominations submitted to any organizational head.

## ARTICLE 7

### PERFORMANCE APPRAISALS

SECTION 1. All employees in the bargaining unit will be evaluated under a performance appraisal system that includes performance standards and critical elements of performance. Such standards and critical elements shall be directly related to the employees duty assignment.

SECTION 2. Employees will be given a copy of the performance standards and critical elements that relate to their position at the beginning of the evaluation period. Upon request, the employee will be provided a copy of their position description and an explanation of their performance standards and critical elements.

SECTION 3. Performance standards and critical elements shall be directly related to the employee's duty assignment to permit objective and accurate evaluation of performance. Performance standards will be applied in a fair and equitable manner. Evaluations shall be based solely on job performance while the employee is in an official duty status. For periods of overtime, standards will be applied in the same manner as during the regular tour of duty.

SECTION 4. Any disputes arising under this article over the assignment of a performance rating may be processed under the negotiated grievance procedure of this agreement. Representation under this article may be in accordance with Article 4, Union Representation, and Article 17, Official Time, of this agreement.

SECTION 5. When an employee is performing at an unacceptable level, they will be so advised and told what action must be taken by them to improve their performance to an acceptable level and the assistance to be provided by the Employer. The employee will be given no less than 60 days to demonstrate acceptable performance. If the performance does not improve and corrective action is necessary, the employee will be provided an advance written notice of the proposed action setting forth in detail the basis for the action. Such notices will be given to the employee thirty (30) days in advance of the proposed action and the employee will have at least seven (7) days to respond.

SECTION 6. An extension of the period for replying to a notice of proposed action or grieving or appealing a notice of final decision may be requested by an employee or their properly designated Union representative if a valid reason exists to justify the extension. Included among valid reasons to justify extensions are workload, availability of Union representative, illness, accident, death in family, and jury duty.

SECTION 7. The final decision to take action based on unacceptable performance may not be based on matters not stated in the proposed notice.

SECTION 8. The Union may submit recommendations to the Employer for improvement in the operation of the performance appraisal system.

SECTION 9. Counseling for deficient performance shall be given for cause and in private by the immediate supervisor or other management official as occasions arise in the course of day-to-day activities. If a written record of the counseling is prepared, upon request, a copy will be given to the concerned employee.

SECTION 10. Upon request and within the scope of applicable directives, the supervisor shall reveal to the employee the records and/or evidence which is the basis for the rating.

SECTION 11. Upon request and within the scope of applicable directives, the employee and their properly designated union representative will be shown and provided a copy of the records and/or evidence that is needed to process any complaint the employee may have relative to their rating.

SECTION 12. The forms documenting a rating of unacceptable, where demotion or removal is proposed but not affected, will be kept until the employee completes on year of not less than minimally acceptable performance, from the date of the proposed demotion or removal and then destroyed.

SECTION 13. Performance ratings will comply with applicable regulations.

## ARTICLE 8

### PROMOTIONS/DETAILS

SECTION 1. The Merit Promotion Plan arrived at through appropriate negotiations between the Union and the Employer is hereby incorporated into this agreement by reference, as it applies to bargaining Unit Employees.

SECTION 2. The Union recognizes that the Employer has the right to assign personnel to carry out the mission of the Employer. A formal job description will not be required to cover assignments, detail, or loaning to jobs outside the provision of the official job description. The Employer agrees that when an employee is detailed to duties outside of those provided by his official assignment, and which are separate and distinct from those described in his official job description, the supervisor will discuss with the employee selected for detail the reason for detail, the nature of the duty to be performed, and the anticipated length of the detail. Following completion of repeated detail out of the official position description to equal or higher level skill accumulating to 30 days or more within a 12 month period, the employee may initiate a Standard Form 172, and request his supervisor to certify the information for forwarding to the Civilian Personnel Office for inclusion in the employee's personnel folder.

SECTION 3. If an employee is detailed for more than 30 days and a Standard Form 52 is received in the Civilian Personnel Office, they will be provided a copy of the Standard Form 50, which will have attached a description of the duties to be performed. Details of less than thirty (30) days will be recorded in the Remarks Section of the Supervisor's Record of Employee, AF Form 971.

SECTION 4. It is agreed that when an employee in the unit is detailed to any position in which he has had no previous experience, he shall be given a reasonable break-in period.

SECTION 5. The Employer recognizes the right of the Union to bring to the attention of the Employer any suspected violation of regulations which directly affects personnel policies and practices and matters affecting working conditions of the employees of the unit. Disputes concerning the application of regulations will be submitted to the issuing authority for a decision which will be binding on both parties. In those cases where there is an actual violation, the Employer agrees to take timely action to correct the violation. Disputes concerning the application of regulations will be submitted to the issuing authority for a decision which will be binding on both parties. In those cases where there is an actual violation, the Employer agrees to take timely action to correct the violation. Disputes that are resolved in such a manner cannot be raised under the provisions of the negotiated grievance procedure.

## ARTICLE 9

### EMPLOYEE/SUPERVISOR RELATIONSHIPS

SECTION 1. Supervisor's Record of Employee (AF Form 971) is provided for use by supervisors for recording personnel actions,

training and qualifications, and for noting commendations, disciplinary action, and other matters pertinent to their personnel management responsibilities.

SECTION 2. Employees will be permitted to review their individual AF Form 971 upon request to the supervisor.

SECTION 3. The supervisor will not place detrimental data on the AF Form 971 or prepare a written record for attachment to the AF Form 971 without discussion with the employee concerned prior to placement or attachment of such data on or to the AF Form 971. Copies of such attachments will be furnished to the employee upon request. When any detrimental attachment is removed from the employee's AF Form 971, it will be destroyed.

SECTION 4. Anytime a management official or supervisor takes disciplinary action against an employee, upon request a copy of the document on which the action is based will be provided to the employee, provided the documents are not determined to be classified under the provisions of the Air Force security program and release would otherwise be appropriate in accordance with applicable directives. If Union representation is desired by the employee concerning a disciplinary action, upon request, appropriate information will be made available to the representative only after a written designation and release is received from the concerned employee.

## ARTICLE 10

### EQUAL EMPLOYMENT OPORTUNITY

SECTION 1. The Employer and the Union agree to continue working together to provide equal opportunity in employment for all persons; to prohibit discrimination because of age, race, color, religion, sex, national origin, or on the basis of handicapping conditions; and to promote the full realization of equal employment opportunity through a continuing affirmative action program.

SECTION 2. The Employer and the Union will continue in their effort to eradicate every form of prejudice or discrimination from the work place.

SECTION 3. The Employer will strive to utilize skills of the bargaining unit members. The Employer will encourage the employees to enhance their skills through on-the-job training, work-study programs, and other self-improvement measures so they may perform at their highest potential and compete for advancement according to their abilities as jobs become available



SECTION 4. Committees and Subcommittees.

a. A Union representative will be appointed by the Employer to serve as a member of the Equal Employment Opportunity (EEO) Committee. The committee will hold quarterly meetings.

(1) The committee's primary functions will be directed by applicable regulations.

(2) Items submitted to the EEO Officer on the subject of the Affirmative Action Plan (AAP) and the EEO Program will be considered for the committee's agenda.

b. EEO subcommittees shall normally include, but not be limited to, affirmative action, upward mobility, recruitment, black, Hispanic and Federal Women's committees. The Union may recommend a bargaining unit member to be considered by the Special Emphasis Program Manager for appointment to their committee.

SECTION 5. The Employers AAP will be posted on the official bulletin board in the home duty area of bargaining unit employees. Upon request the Union will be provided a copy of the AAP.

SECTION 6. The Employer agrees to consider Union nominations when appointing Equal Employment Opportunity Counselors and alternates. Candidates selected shall meet the criteria established by the program and will be trained in accordance with the provisions of applicable regulations.

SECTION 7. In recognition of the Union's role as exclusive representative, the Employer agrees to the following:

a. EEO Counselors will inform complainants covered by this Agreement of the right to Union representation in precomplaint counseling, and during complaint proceedings.

b. The Union has the right to be present at meetings concerning an EEO complaint upon request by the concerned employee.

c. Upon request a copy of the EEO case file will be provided to the complainant or their representative unless prohibited by applicable directive.

ARTICLE 11

CAREER DEVELOPMENT

SECTION 1. The Employer agrees to determine potential for, and, where appropriate, to arrange training for an employee in another line of work when the employee's position is eliminated because

of Reduction-in-Force, automation or adoption of labor-saving devices, and they cannot be reassigned in present skill. Retraining must be consistent with applicable regulations and views expressed by the concerned employee given due consideration.

SECTION 2. The Employer will determine potential and where appropriate retrain handicapped employees who cannot be utilized in their present positions with views expressed by the concerned employee given due consideration.

SECTION 3. When an employee's experience and training preclude advancement, the Employer will, upon request, counsel employee with a view to improving their potential. The Union will encourage employees to take advantage of the opportunities the Employer suggests or provides.

SECTION 4. The Employer and the Union will encourage members in self-development activities as a means of increasing their job knowledge and efficiency. The job-related skills of employees gained through self-development efforts will be utilized through the normal selection processes. Upon request by the employee, the Employer will attempt to adjust work schedules to allow participation in job-related training.

SECTION 5. The Employer will, upon request, assist in the development of employees to help them attain career growth through application of applicable directives and the Sheppard Upward Mobility Plan.

## ARTICLE 12

### REDUCTION-IN-FORCE

SECTION 1. For purposes of this Article, a reduction-in-force occurs when an employee is released from their competitive level by separation, demotion, furlough for more than 30 days or reassignment requiring displacement, when lack of work or funds, reorganization, reclassification due to change in duties, or the need to make a place for a person exercising re-employment or restoration rights requires the Employer to release an employee.

SECTION 2. The Employer agrees to notify the Union prior to releasing information to the news media when the Employer determines a reduction-in-force will occur which will effect unit members. Upon request, such notification will be provided to the Union in writing. If available, the Union will be provided the following:

- a. The reason for the reduction-in-force.
- b. The numbers, competitive levels, types, and grades of unit employees to be affected.
- c. The proposed effective date of the action.

d. Additional information which the Employer deems to be revelant to the reduction-in-force.

SECTION 3. The Union may request negotiations concerning the procedures for implementation and impact of RIF. Negotiations shall commence in a timely manner and no more than 30 days from the date of the request to bargain without mutual consent of the parties.

SECTION 4. In order to eliminate or minimize the adverse effect upon employees of a RIF situation, the Employer shall to the extent practical achieve the necessary personnel actions through alternatives such as attrition, retirement, reassignment, detail, and the freezing of vacancies.

SECTION 5. If a RIF is necessary, the Employer shall attempt to place affected employees in vacant positions and insure they have an opportunity to be considered for existing vacancies for which they are qualified prior to separation. Vacancies considered for use in RIF must be at a grade level or representative rate no higher than that which is held by the affected employee.

SECTION 6. A competitive area used in reduction-in-force is defined as the organizational part of an agency in which employees compete with each other to determine who will remain in their present positions and who will be changed to other positions or be separated. At Sheppard the competitive area will be established by the Employer in accordance with applicable directives.

SECTION 7. A general reduction-in-force notice informs an employee that an action may be necessary, but that the Employer has not determined a specific action in their case. When a general notice is issued the notice period begins the day after the employee receives the notice. A general notice is supplemented by a specific notice before the Employer takes a reduction-in-force action.

SECTION 8. A written specific RIF notice shall be provided to each affected employee at least sixty (60) days prior to the effective date of the RIF action.

SECTION 9. An employee adversely affected by a RIF has the right to inspect the RIF records to the extent that they are related to the employee's situation and subject to the provisions of the Privacy Act. The Employee may designate a Union representative to assist them in resolving their dissatisfaction.

SECTION 10. Employees affected by RIF may be offered the available vacant positions for which they qualify as close to their current grade as possible.

SECTION 11. The Employer will consider a waiver of qualifications requirements in order to place an employee affected by RIF in a vacant position. The Employer further agrees to determine if the employee has the capacity, adaptability and/or special skills and, where appropriate, arrange training for an employee in another line of work when the employee's position is abolished in a RIF and they cannot be reassigned in their present skill. Retraining must be consistent with applicable regulations and views expressed by the concerned employee given due consideration.

SECTION 12. Upon receipt of a specific notice with an offer of reassignment, the employee shall have five working days to either accept or reject the offer of reassignment. If the employee rejects the reassignment, there is no obligation to make a second offer.

SECTION 13. In cases of reassignment involving geographic relocation, the travel and per diem expenses related to such a move shall be paid in accordance with the Joint Travel Regulations. When appropriate, administrative leave may be authorized for a house hunting trip to the location of the reassignment. An employee will be allowed adequate time to relocate after the date they accept the reassignment.

SECTION 14. The Performance Appraisal of an affected employee will be frozen as of the date of their specific RIF notice. The freeze will remain in affect until the conclusion of the RIF.

SECTION 15. The Employer shall provide RIF individual counseling for all employees affected by the RIF who request such service. Employees to be separated by RIF will be provided the appropriate information regarding unemployment benefits available to them. The Employer shall participate in the Office of Personnel Management's Voluntary Inter-Agency Placement Program and, upon request, enroll an employee in that program.

SECTION 16. The Employer shall establish a list composed of all employees separated as a result of the RIF, and they will receive priority consideration in accordance with applicable regulations.

SECTION 17. The Employer agrees to refer any Group I or Group II separated employee, upon their request, to the Office of Personnel Management's Displaced Employee Program.

SECTION 18. The lists, records, and information pertaining to a reduction-in-force will be maintained for two years from the effective date of the RIF.

## ARTICLE 13

### USE OF MILITARY AND CONTRACT SERVICES

SECTION 1. When the Employer adversely affects a unit employee by assigning duties being performed by members of the bargaining unit by military personnel, the Union will be informed and, upon request, the parties will attempt to mutually develop a method of implementation that will lessen the adverse impact of the action on members of the unit.

SECTION 2. When contracting services and duties performed by unit members, careful consideration will be given to the impact and displacement of unit members and the Union will be informed of the action. Upon request, the Union will be furnished contract specifications and cost data in accordance with applicable laws and directives.

## ARTICLE 14

### WORK ASSIGNMENTS AND POSITION DESCRIPTIONS

SECTION 1. Work assignments (regular and overtime), whenever possible, will be commensurate with the description of duties in the employees' official position description.

SECTION 2. The "additional duties" required by most position descriptions will be defined as duties related to the employees' normal work assignments and qualifications.

SECTION 3. Position descriptions will be accurate and concise as to the principal duties and responsibilities of the assigned position. The position description will be amended on a timely basis when changes occur in the job requirements.

SECTION 4. All members of the unit will be furnished with a copy of their current position description.

## ARTICLE 15

### HOURS OF WORK

SECTION 1. When unit employees are to be assigned to a different tour-of-duty or hours-of-duty they will be given a minimum of seven (7) days notice except in cases of emergency situations or when a change can be made before the start of the administrative work week in order to avoid the payment of overtime. Assignments to rotating shifts will normally be for a period of two (2) weeks, however, the notification of assignment to a rotational tour-of-duty is required only at the time of initial assignment.

SECTION 2. Tours of duty will be established by the Employer and normally provide that each unit employee who works a regular tour-of-duty be scheduled to have two (2) consecutive days off between each basic work week.

SECTION 3. When eight (8) hour shifts are manned on a rotating basis, the rotation schedule will be such that employees will have at least eight (8) hours between the time they complete one (1) shift and return for the next, except in case of emergency or upon employees request. Individual, temporary changes in the tours of duty will be distributed and rotated equitably among qualified employees. A roster and record of employees involved in changes of tours will be maintained by the Employer and, upon request, can be reviewed by the steward.

SECTION 4. Employees engaged in unusually dirty or contaminating occupations such as painting, parts cleaning, printing, meat markets, etc., will be allowed clean up time prior to the non-duty lunch period consistent with the nature of the work. Employees in occupations which require the use of tools and similar equipment which must be cleaned and secured will be granted time consistent with the nature of the work for clean up at the end of the work day.

SECTION 5. Employees that require special work clothing will be allowed a reasonable amount of time at the start and end of the work day in order for them to change clothes.

SECTION 6. Rest periods not to exceed fifteen (15) minutes may be granted at the approximate midpoints during each four (4) hours of continuous work. Criteria used in granting rest periods are:

- a. Protection of employees health by relief from hazardous work;
- b. Reduction of accidents by reducing fatigue;
- c. Relief from working in confined quarters where normal personal activities are restricted;
- d. Possible increase or maintenance of high quality or quantity production.

SECTION 7. Duty free lunch periods will be approximately the midway point of the normal tour of duty.

SECTION 8. The selection of employees within an office or shop for assignment to a night shift or an uncommon tour of duty will be made in accordance with the following procedure except in case of emergency.

a. All volunteers for night shift and uncommon tours will be utilized first;

b. Each shop where such a tour exists will establish a shop roster. Initially, rosters will be established by Service Computation Date (SCD): Adjustments necessary to accommodate personal convenience with regard to transportation, shared rides, etc., will be given due consideration.

c. In the event that there are more volunteers than required, selections will be made in order of tenure with the employee with the earliest SCD being selected first. Once employees have been voluntarily selected by SCD, they will go to the bottom of the roster and will not be offered a choice until all other volunteers have had a choice.

d. In the event there are not enough volunteers, selections will be made from the shop roster with the employee with the most recent SCD being chosen first.

e. Once employees are voluntarily assigned to a night shift and there are no other employees who desire that shift, their assignment will usually not be disturbed except by request, or when there is no longer a need for their services on the shift. It is to be understood that a voluntary tour of night shift does not subsequently exempt employees when their names appear for assignment to a night shift on the shop roster.

SECTION 9. The Union will be informed of changes in duty hours that affect unit employees before the change is made except in cases of emergency. Upon request, the Union will be allowed to negotiate the impact of such changes affecting unit employees. Work hours will not be changed on a temporary basis solely for the purpose of avoiding the payment of overtime or any premium benefits.

## ARTICLE 16

### OVERTIME

SECTION 1. Overtime is defined as time worked in excess of forty (40) hours during the administrative workweek or more than eight (8) hours during a workday that is officially ordered or approved and performed by the employee. Authorized work performed in excess of forty (40) hours in any one administrative workweek or eight (8) hours in any workday shall be compensated for at one and one half times the employees' basic rate of pay. All time in a pay status shall be counted in determining the payment of overtime under the Federal Wage System for work performed in excess of forty (40) hours in a workweek or eight (8) hours in a workday.

SECTION 2. Overtime assignment shall be distributed equitably consistent with the job to be performed among employees engaged in similar work in the area where the overtime work is required. First consideration for overtime shall be given to those employees who are currently assigned to the job. Second consideration will be given to those other employees in the area who are best qualified to do the job.

SECTION 3. Upon receipt of a timely request, an employee may be excused from a planned overtime assignment provided another employee in the section or activity affected, in the same job category and possessing the required skills, is available for the assignment. An employee required to work overtime due to the unexpected absence of another employee on the shift immediately following theirs, will be relieved as soon as practical, provided a substitute can be obtained to perform the work.

SECTION 4. Employees called in to work outside of and unconnected with their basic workweek shall be paid a minimum of two (2) hours pay, regardless of whether the employee is required to work the entire two (2) hours. However, they shall not be paid overtime for any such period extending into their regular tour of duty.

SECTION 5. During overtime assignments, when it is necessary to return tools or clean the work area prior to a duty free lunch period or at the end of the work assignment, the time required for such duties will be included in the overtime. The Union agrees that duty free lunch periods during the overtime assignment are not compensable.

SECTION 6. The Employer will provide the Union, upon request and consistent with applicable directives, the necessary pertinent information concerning overtime hours worked to aid in resolving alleged inequities in overtime distribution within a particular job classification. It is agreed that records of overtime worked will be maintained by the Employer and shall be disposed of in accordance with applicable regulations governing records disposition.

SECTION 7. In accordance with applicable regulations, when overtime work is necessary, an employee will be given as much advance notice as practical. When Employees are required to work overtime without prior notice volunteers will be given priority consideration.

SECTION 8. Compensatory time off will not be authorized for employees in the unit. Employees will not be required to work additional hours during the workweek and be authorized to come in at a later time or leave earlier another day during the workweek to compensate for the additional hours. The Employer & Union agree that employees will neither start nor prolong their workday before or after their regular tour of duty unless so directed by proper authority as defined in Section 1.



SECTION 9. Rest periods, not to exceed fifteen (15) minutes, may be granted at the approximate midpoint of each four (4) hours of overtime work in accordance with the criteria for granting rest periods of Article 15, Section 6 of this agreement.

## ARTICLE 17

### OFFICIAL TIME

SECTION 1. The Employer agrees to recognize for official time purposes employees who are elected officers, stewards, and designated representatives of the Union. The Union will furnish, and maintain, on a current basis, a list of officers, stewards, and designated representatives, by name, to include official union position, official duty area or organization, and telephone number.

SECTION 2. Matters Authorized Official Time.

a. Official time for representational functions performed by officers and stewards will be authorized for the following during the time the employee otherwise would be in a duty status:

(1) Acting as the employee's representative in grievances.

(2) Attendance at committee meetings, when authorized by the Employer as the designated Union representative.

(3) Meetings with the Employer.

(4) Acting as a representative at meetings conducted by the Employer with bargaining unit employees to discuss changes to conditions of employment.

(5) Negotiation of collective bargaining agreements, including attendance at impasse proceedings.

b. Official time will not be authorized for Union officers and stewards to perform internal Union business.

SECTION 3. Procedures for the Use of Official Time.

Should it be necessary for a Union steward or officer to leave his work area when appropriate under the terms of this agreement permission will be requested from the immediate supervisor. The request should include the nature and estimated duration of the meeting where his presence is desired. Upon entering a work area other than their own, a Union steward will first advise the appropriate supervisor of his presence and request permission to contact the employee that he wishes to visit. Stewards and

officers will report to their immediate supervisor upon return to their work area. If an officer or steward is not relieved to handle a grievance at the time asked the delay time will not be counted against grievance time limits.

#### SECTION 4. Amount of Official Time

a. Officers and stewards of the Union will be granted official time to perform those activities authorized in Section 2a of this Article. Those activities shall be accomplished in an expeditious manner with the use of official time held to the minimum consistent with the needs of the situation.

b. Per diem and travel expenses will be authorized when, in accordance with law, an outside authority directs and the agency issues a travel order for travel outside the Sheppard AFB area to conduct labor/management activities.

#### SECTION 5. Wage Grade Survey

a. The Employer agrees to notify the Union of the starting date of a wage survey as soon as practical after it is informed that an official survey is scheduled.

b. Members of the unit selected as Data Collectors or alternates and those members of the unit selected to serve as members or alternates of the Locality Wage Survey Committee will be entitled to receive appropriate training normally provided for such personnel.

c. The Employer agrees that the Union may submit recommendations regarding companies which should be covered, area to be included in the survey, jobs for which rate data will be collected, and other factual information, requests, or recommendations.

### ARTICLE 18

#### PAY PROVISIONS

SECTION 1. The following two methods will be available to unit employees for distribution of civilian paychecks:

a. They may be mailed to a bank or financial institution designated by the employee.

b. They may be mailed to the employees home address or other designated location.

SECTION 2. The Union agrees to encourage maximum participation of unit employees in the direct deposit program and the mailing of paychecks for employees who decline to participate in that program. In individual cases when neither of these are practical, the employee may request a waiver to pick up his check from the cashier at the Accounting and Finance Office. The employee's request should outline the reason(s) why direct deposit and mailing are impractical and be routed thru the employee's Division Chief to the Base Comptroller for final approval. Each request, if approved, will not exceed two pay periods. If mailing of the check is still impractical after the time period, the employee must submit another request following the same procedures to allow consideration for additional pay periods.

## ARTICLE 19

### ENVIRONMENTAL DIFFERENTIAL PAY

SECTION 1. The appropriate percentage of Environmental Differential Pay (EDP) shall be paid to all employees in the Unit who are in duty positions that expose them to hazards warranting payment as defined in the Federal Personnel Manual, or any other appropriate regulation governing said issue.

SECTION 2. Employees and the Union have the right to submit work situations to the Employer for consideration of EDP applicable to the incumbents of the positions identified in the submission.

SECTION 3. Requests for EDP from unit employees may be presented in writing to their immediate supervisor with a copy forwarded by the employee to the Union. When a recommendation is submitted by the Union a copy will be forwarded to the Safety Office and Environmental Health Office.

SECTION 4. All requests for EDP shall be either approved or disapproved in writing and the requesting party notified of that decision within thirty (30) days after receipt. An extensive effort will be made to comply with that time limit; however, if extenuating circumstances exist it may be extended with the requestor being notified and given reason(s) for the delay. Approved requests will be forwarded to Civilian Pay and the concerned organization.

SECTION 5. Upon discontinuation of EDP the incumbents of the affected positions, Civilian Pay, and the concerned organization will be so notified. The employer will not discontinue any EDP presently authorized without informing the Union of the termination.

SECTION 6. Any disapproval of requests shall be grievable under the terms of this Agreement.

## ARTICLE 20

### LEAVE

#### SECTION 1. Sick Leave

a. When a supervisor suspects an employee of abusing sick leave and they have been counseled concerning the alleged abuse, the supervisor may require the employee to furnish a medical certificate for absences due to illness of any duration before sick leave is granted provided the supervisor has given a written notice to the employee that a medical certificate will be required to support all future absences because of illness. The requirement will be for a six-months duration and will be reviewed with the employee at the end of that time to determine if sick leave abuse does, in fact, still exist prior to continuing the requirement for certification of illness by a physician. Upon request, the employee may have a Union representative present at meetings with the supervisor regarding the subject.

b. Normally, a medical certificate will be required for approval of sick leave for absence in excess of three (3) days because of illness. If the employee was not attended by a physician, the employee's personal statement of incapacity will be accepted in lieu of a medical certificate. Upon request, sick leave may be granted an employee when a member of the employee's immediate family is suffering from a contagious disease and requires the care and attendance of the employee, and when, through exposure to a contagious disease, the presence of the employee at work would endanger the health of other employees. In such cases a doctor's certificate, confirming the circumstances of exposure, identifying type of disease, and estimating the time period involved, will be furnished to the Employer.

c. In cases of serious disability or illness, and subject to the conditions specified below, upon request, the Employer may advance up to thirty (30) days sick leave to a career or career-conditional employee. The conditions to which the advance is subject are:

(1) Employer determines that the employee has not abused the use of sick leave.

(2) The employee certifies intention to return to duty for a sufficient period of time to earn the leave advanced.

d. When employees become ill and request sick leave during duty hours, unless job related, the Employer will make arrangement for transportation to their home, a doctor's office, or a hospital, unless they wish to arrange their own transportation. Any monetary expense incurred in the transportation will be borne by the employee and not the Employer.

## SECTION 2. Annual Leave

a. Annual leave requests for vacation purposes shall be submitted by the individual employee no later than 31 January of each calendar year. In the event a conflict as to choice of vacation periods occurs, individual seniority within the section computed on the basis of the employee's official Service Computation Date for leave purposes will be applied; however, no employee will be permitted to monopolize desirable annual leave periods in connection with holidays to the continuous disadvantage of employees with less service. For example, a senior employee will not normally be permitted to schedule annual leave periods in connection with the Christmas holidays year after year (for two (2) successive years), if it will continually deny another employee leave during the same period. Once employees have made a selection, they shall not be permitted to change their selection, if doing so would disturb the choice of another. Every reasonable attempt will be made to adhere to the established vacation schedule. In the event a subsequent change in workload commitments occurs requiring a change in vacation plans made by an employee, a new plan for that employee will be developed as equitably as practicable attempting not to disturb the schedules of other employees.

## SECTION 3. Approval of Leave

a. The parties agree that leave should be requested in advance, but it is recognized that unforeseen emergencies will arise which require the use of annual leave which has not been previously approved. In this case, approval of leave cannot be presumed by the employee. Except where cases beyond the control of the employee do not permit, the employee must contact the supervisor or supervisor's designated representative, either personally or by telephone, by the end of the second hour of the regular work shift and request the use of approved leave.

## SECTION 4. Miscellaneous Leave

a. Administrative leave may be granted when it is in the public interest to relieve employees from duty to participate in civil activities that the Employer is interested in promoting.

b. Upon request, leave without pay may be granted to members of the Union to serve with AFGE for up to one year. Extensions beyond one year may be granted upon request. Both the initial request and requests for extensions of LWOP to serve with AFGE will be submitted through the major organizational Commander to the Civilian Personnel Officer at least thirty (30) days in advance of the beginning date of the requested leave. If an employee's placement upon his return to duty results in an excess number of personnel assigned to a competitive level, reduction in force procedures shall be initiated within ninety (90) days to remove the excess employee from the competitive level.

SECTION 5. Annual leave, if otherwise approved, not to exceed the amount which can be earned by the end of the leave year in which it is granted, may be advanced upon request to fulltime employees if there is reasonable assurance that the employee will be in a duty status long enough to earn the leave granted before the end of the leave year.

## ARTICLE 21

### CIVIC RESPONSIBILITIES

SECTION 1. Employees will be encouraged to assume their civic responsibilities and leave policies concerning voting in elections and voter registration will be available for review by unit members.

SECTION 2. The Employer agrees that voluntary principles will be adhered to in all approved Base fund drives and campaigns, especially the Combined Federal Campaign and the U.S. Savings Bond Drive.

SECTION 3. Employees will be excused without charge to leave or loss of pay to serve as blood donors, without compensation, to blood banks or to individuals in emergencies. Normally, the maximum excusal time should not exceed four (4) hours. Under unusual circumstances, an employee may be authorized additional time if necessary for recuperation. The Union agrees to give its support to and to publicize donor programs.

SECTION 4. Reimbursements, as opposed to fees, paid for jury duty will be handled in accordance with applicable laws.

## ARTICLE 22

### DISCIPLINARY ACTIONS

SECTION 1. The Union and the Employer agree to place emphasis on preventing situations requiring disciplinary actions through effective employee-management relations. The Employer and the Union agree with the principle that charges which lead to disciplinary action shall be made when there is a reasonable cause to believe the employee guilty of an offense warranting such a charge. Disciplinary actions will be administered with the objective of correction and rehabilitation of the employee and include oral admonishments, reprimands, suspensions, demotions and removals and do not include routine work corrections or actions taken for performance deficiencies. An employee will be advised specifically and in detail of the offense with which he is charged so as to enable him to understand the charge sufficiently to prepare a reply if they desire to do so.

SECTION 2. The Union will promote among members of the unit a willingness to perform their assigned duties conscientiously, a respect for the administrative authority of those directing their work and an observance of the spirit as well as the letter of the laws and regulations governing their conduct.

SECTION 3. Witnesses.

a. If at anytime an employee is being questioned by a supervisor or management official regarding disciplinary matters, upon request the employee will be allowed to have a witness present. No further questioning will take place with the employee until a witness is present.

b. The Employer agrees that, prior to taking a sworn statement from an employee which may lead to disciplinary action, the employee must be advised at the time of the right to have a witness present.

c. Nothing in this Section shall be construed to limit or restrict management's right to discipline employees nor the employee's right to grieve such action.

SECTION 4. When employees do not elect to be represented by the Union, the Union will be permitted to have an observer present at any formal hearing action without charge to leave. If the employee who requested the hearing objects to the attendance of the observer on grounds of privacy, the examiner will determine the validity of the objection and make the decision on the questions of attendance.

SECTION 5. The concerned unit employee will be provided two copies of the written document directing disciplinary action against them. If the employee elects to challenge the action they have the option of either representing themselves, electing Union representation, or going elsewhere for representation except when filing through the negotiated grievance procedure of this contract if representation is desired it will be provided by a Union representative.

SECTION 6. If an employee is to be served with a warrant or subpoena, every effort will be made to ensure that it will be done in private without the knowledge of other employees.

SECTION 7. Civilian operators of government owned or rented vehicles must possess a current U.S. Government Motor Vehicle Operators Identification Card (SF 46) validating qualification for the vehicle and/or equipment operated. The SF 46 may only be suspended or revoked by the Vehicle Operations Officer, Transportation Officer, or Base Commander in accordance with applicable directives. When a civilian vehicle operator has the SF 46 revoked, they will be given written notice. When applicable, training and re-examination will be given.

## ARTICLE 23

### ADVERSE ACTIONS

SECTION 1. In cases in which the Employer takes an adverse action against an employee that reaches arbitration, the arbitrator will be guided in assessing the burden of proof by Section 7121 (e) (2) of Title VII and other appropriate sections as referenced.

## ARTICLE 24

### GRIEVANCE PROCEDURE

SECTION 1. The purpose of this article is to provide a mutually acceptable method for prompt and equitable settlement of grievances. This negotiated procedure shall be the exclusive procedure for processing grievances for employees who are members of the unit. At any step, informal or formal, if the Employer and Union can agree on the settlement of a grievance to the satisfaction of the employee, the grievance will be considered closed. 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 2. Scope.

a. A grievance is defined as a complaint by a unit employee, by a group of unit employees, by the Union, or by the Employer, for resolution of a matter of concern or dissatisfaction and subject to the control of the Employer or the Union on the following topics:

(1) Matters affecting conditions of employment relating to any unit employee.

(2) The effect, interpretation, or a claim of breach of a collective bargaining agreement.

b. The exclusions to this grievance procedure are as follows:

(1) Any claimed violation relating to prohibited political activity.

(2) Retirement, life insurance, or health insurance.

(3) A suspension or removal for national security reasons.

(4) Any examination, certification, or appointment.



(5) The classification of any position which does not result in the reduction in grade or pay of an employee.

(6) Any adverse or disciplinary action taken against a probationary or temporary employee.

### SECTION 3. Options.

a. Any employee or group of employees in the unit may file a grievance under this procedure. If representation is desired, it will be provided by a Union representative. However, if an employee or a group of employees wishes to present grievances on matters within the coverage of this procedure without the intervention of the Union, they may present such grievances to the Employer and have them adjusted, provided such adjustment is not inconsistent with the terms of the Agreement and the Union is given the opportunity to be present at the adjustment.

### SECTION 4. Conditions.

a. A grievance concerning a continuing practice or condition with which dissatisfaction exists must be initiated within fifteen (15) days after the last occurrence of the practice or condition, or whenever the employee becomes aware of the grievance.

b. A grievance concerning a particular act or occurrence must be initiated within fifteen (15) days of the act or occurrence.

c. Any employee or group of employees who elect to represent themselves are not entitled to arbitration as a matter of right because only the Union or the Employer can invoke arbitration.

d. Union officials will be allowed duty time to discuss and prepare grievances consistent with the provisions of Article 17 of this agreement.

### SECTION 5. Questions of Grievability.

Any questions related to the grievability of an issue under this agreement will be brought to the attention of the party attempting to file the grievance. If the question of whether the issue is proper for the grievance procedure cannot be resolved by the parties it may be submitted to arbitration for a decision.

### SECTION 6. Oral/Informal Procedure.

a. Most grievances arise from misunderstandings and/or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made by the party(ies) to settle grievances at the lowest possible level.

b. Step 1: Any grievance, except as provided in Sections 8, 9, and 10 will be initially presented to the immediate supervisor orally by the concerned employee or designated Union representative in an attempt to settle the matter. If the grievance concerns a specific action taken by the immediate supervisor, the employee or the designated Union representative may present the initial grievance to the next level supervisor. The supervisor must reply orally within five (5) workdays. If the employee is not satisfied with the answer at this level, the employee may advance the grievance to Step 2 within five (5) workdays.

c. Step 2: If the employee so desires, presentation of the grievance may be made to the employee's next higher level supervisor who will give his decision orally within five (5) workdays. This is the final step of the oral/informal procedure. If the employee is not satisfied with the decision at this level, the grievance may be advanced to the written/formal step within ten (10) workdays.

#### SECTION 7. Written/Formal Procedures.

Step 1: The grievance must:

- a. Be in writing and signed by the employee or have an authorization for representation signed by the employee.
- b. Identify and clearly explain the issue.
- c. State any effort made to settle the matter informally.
- d. Furnish the name(s), address(es), and telephone number(s) of any appointed representative.
- e. Specify the relief sought.
- f. Attach any documents related to the grievance, including memoranda showing efforts to resolve the grievance informally.
- g. Prepare with an original and one copy, addressed to the employee's Division Chief, with a copy to the Civilian Personnel Office.

Step 2: The employee's Division Chief will consider the issue and will meet with the employee and/or the designated representative within five (5) workdays after receipt of the grievance. The Division Chief shall give the employee and/or the representative a written reply within ten (10) workdays after receipt of the grievance.

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Step 3: If the grievance is not settled at Step 2, the employee and/or the designated representative may, within ten (10) workdays after receipt of the answer, forward the grievance to the Base Commander for further consideration. The Base Commander will review the grievance and may consult with the Division Chief, the employee and/or the Union representative, and give a written answer to the employee and/or designated representative within ten (10) workdays after receipt of the grievance.

Step 4: If the grievance is not settled at Step 3, the Union or the Employer may refer the matter to arbitration as provided in Article 25 of this agreement.

SECTION 8. Special Procedures for Discrimination-Complaints. Unit employees alleging discrimination may, at their option, raise the matter under the Employers EEO administrative procedure or the negotiated grievance procedure, but not both. They shall have exercised this option when they have had an informal counseling session with the EEO Counselor under the administrative procedure or filed a timely grievance under the following negotiated procedures:

Step 1: The employees initial grievance will be submitted to the supervisor of the alleged discriminating official within fifteen (15) days of the act or occurrence. The grievance must:

a. Be submitted in writing with a copy to the Civilian Personnel Office and signed by the Employee.

b. State and clearly explain the basis for the charge of discrimination.

c. Furnish the name, address, and telephone number of any appointed representative.

d. Specify the relief sought.

The next higher level supervisor or a designated representative will meet, if necessary, with the aggrieved employee and/or designated representative within five (5) workdays after receipt of the grievance. The employee and/or the designated representative will be given a written decision within five (5) workdays after the meeting.

Step 2: If the decision at Step 1 is unacceptable, the case may be forwarded to the Division Chief within five (5) workdays. The Division Chief or designated representative will consider the issues and meet with the aggrieved employee and/or designated representative within five (5) workdays. The employee and/or designated representative will be given a written decision within ten (10) workdays after receipt of the grievance.

Step 3: If the employee still considers the decision unacceptable, the case may be forwarded to the Base Commander within five (5) workdays. A decision by the Base Commander will be made within ten (10) workdays.

Step 4: If the decision is not acceptable at Step 3 the matter may be referred to arbitration as provided in Article 25 of this agreement.

**SECTION 9. Special Procedures for Performance and Adverse Action Complaints.**

Unit employees who are affected by removals and reduction in grade for unsatisfactory performance or removals, suspensions for more than fourteen (14) days, reductions in grade or pay, and furloughs for thirty (30) days or less may, at their option, raise the matter under a statutory appellate procedure or this negotiated grievance procedure but not both. Employees shall have exercised their option under this section when they file a timely notice of appeal under the proper appellate procedure or file a timely grievance under the following negotiated procedure:

Step 1: The employee's initial grievance will be submitted to the Division Chief of the official who took the action within fifteen (15) workdays of the effective date of the action, with a copy to the Civilian Personnel Office. The grievance must:

- a. Be submitted in writing and signed by the employee.
- b. Identify and clearly explain the issue.
- c. Furnish the name, address, and telephone number of any appointed representative.
- d. Specify the relief sought.

The Division Chief or designated representative will consider the issues and meet with the employee and/or designated representative within five (5) workdays after receipt of the grievance. A written decision to the employee and/or designated representative will be made within ten (10) workdays after receipt of the grievance.

Step 2: If the employee still considers the decision unacceptable, the case may be forwarded to the Base Commander within five (5) workdays. A decision by the Base Commander will be made within ten (10) workdays.

Step 3: If the decision is not acceptable at Step 2, the matter may be referred to arbitration as provided in Article 25 of this agreement.

SECTION 10. Should a dispute arise between the Employer and the Union over the interpretation, application, or violation of a collective bargaining agreement the issue shall be resolved in the following manner: The complaining party will notify the other party of the issue in dispute in writing. Upon receipt of such notification by either party, the Base Commander or his designated representative will meet with Union President or his designated representative within five (5) workdays to try to resolve the matter. The recipient shall give the other party his written answer within ten (10) working days after the initial meeting. If the grievance is not settled by this method, either party may refer the matter to arbitration as provided in Article 25 of this agreement.

SECTION 11. All time limits in this Article may be extended dependent upon circumstances involved. A written request for an extension must be submitted by the party desiring it and must include reasons for the extension and the number of workdays desired. Failure of the Employer to observe time limits will be the basis for the employee to advance his grievance to the next step. Failure of the employee to meet time limits will be the basis for terminating the grievance.

SECTION 12. If any party to this agreement who falls within the scope of the grievance procedure believes an unfair labor practice, as defined by Title VII of the Civil Service Reform Act, has been committed by another party to the agreement a period for informal resolution will be provided. Prior to filing the unfair labor practice charge with the Federal Labor Relations Authority the act alleged to constitute the violation will be brought to the attention of those concerned and thirty (30) days will be allowed for an effort to informally resolve the situation.

## ARTICLE 25

### ARBITRATION

SECTION 1. If the Employer and the Union fail to settle any grievance processed through the negotiated grievance procedure, such grievance, upon written request by either party within thirty (30) calendar days after issuance of a final written decision shall be submitted to arbitration.

SECTION 2. Within five (5) workdays from the date of the request for arbitration, the party invoking arbitration shall request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) impartial persons qualified to act as arbitrators. The parties shall meet within three (3) workdays after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name, the first deletion.

being made by the party invoking arbitration, from the list of seven (7) and will then repeat the procedure twice. The remaining person shall be the duly selected arbitrator.

SECTION 3. The FMCS shall be empowered to make a direct designation of an arbitrator in the event either party refuses to participate in the selection of an arbitrator.

SECTION 4. If the parties fail to agree on a joint submission of the issue for arbitration, each party shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

SECTION 5. The arbitrator's fee and the expenses of the arbitration, if any, shall be borne equally by the Employer and the Union. The arbitrator shall conduct a hearing on the Employers premises if an adequate facility is available. The hearing will be conducted as expeditiously as possible and during the regular duty hours of the basic workweek. The grievant, Union representative, and witnesses shall be in a duty status if the hearing is conducted during their regular duty hours.

SECTION 6. The arbitrator will be requested to render a decision as quickly as possible, normally no later than thirty (30) days after the conclusion of the hearing, unless the parties mutually agree to extend the time limit.

SECTION 7. The arbitrator's award shall be binding on the parties; however, either party may file exceptions to an award with the Federal Labor Relations Authority under regulation prescribed by the Authority. Any disputes over the interpretation and application of the arbitrator's award will be returned to the arbitrator for clarification.

SECTION 8. Arbitration under this article will normally be conducted as an oral proceeding and in accordance with the arbitrator's guidelines.

## ARTICLE 26

### FACILITIES AND SERVICES

SECTION 1. The Employer agrees to continue to provide an adequate facility for Union meetings during non-duty hours according to availability. The Union agrees to be responsible for maintenance, cleanliness, and order of the room after each use.

SECTION 2. Union officials will be allowed access to available telephones for placing calls in the local area when representing unit employees. In addition, the President of the Union or his designated representative, with approval of the Labor Relations

Officer, may be allowed access to the Autovon System when necessary to conduct business which is appropriate under the terms of this agreement.

SECTION 3. Bulletin board space will be made available in the home duty areas of unit employees for the posting of official Union information. Literature posted must not violate any law, applicable provisions of this agreement, security regulations, or contain scurrilous or libelous material. The Union agrees to maintain the bulletin board space which is made available to them in a current and orderly status.

SECTION 4. Parking facilities will be made available for use by unit employees within close proximity to their usual work areas. When necessary special parking considerations will be made for those handicapped employees whose mobility is impaired. The Union and Employer will encourage the use of car-pools and ride sharing to reduce traffic on base, promote parking availability and conserve energy.

SECTION 5. The Employer agrees to continue past practices in providing space for lunch and break periods. Restrooms will be provided as near the work site as practical. Locker facilities will be provided for those employees required to change clothes at the work site assuming adequate space and funds are available.

SECTION 6. Union officials are entitled to privacy when meeting with unit employees to discuss grievances filed under the provisions of this agreement.

## ARTICLE 27

### PUBLICIZING THE AGREEMENT

SECTION 1. A copy of this Memorandum of Agreement will be posted by the Employer on appropriate bulletin boards in home-duty areas of employees within the unit. An additional 200 copies will be furnished to the Union for its elected and appointed officials.

SECTION 2. The Union may request that news items be published in the Base Newspaper or employee newsletter for the purpose of imparting factual Union information that does not violate the neutrality of the base. Such items will be run consistent with regulation and on a space available basis.

SECTION 3. During new employee orientation those in attendance who are in the Unit will be informed of the existence of this agreement.

## ARTICLE 28

### RESEARCH PROGRAMS & DEMONSTRATION PROJECTS

SECTION 1. Employees within the bargaining unit shall not be included in any research program or demonstration project affecting conditions of employment if the project would contradict this negotiated agreement unless there is a supplemental agreement with respect to the project between the Employer and the Union. If the project is not covered by the agreement and would necessitate a change in conditions of employment, the Union will be informed prior to implementation according to Article 3, Section 1 (d) of this agreement.

## ARTICLE 29

### DURATION OF AGREEMENT

SECTION 1. This agreement will become effective upon approval and will remain in effect for two years from the date signed by the parties, however, either party may give written notice to the other not more than ninety (90) nor less than sixty (60) days prior to the expiration date of its intention to renegotiate, amend and/or modify this Agreement.

SECTION 2. If neither party serves notice to renegotiate this Agreement, the Agreement shall be automatically renewed for two (2) year periods, subject to the other provisions of this Article.

SECTION 3. This Agreement may be opened for amendment/modification by the mutual consent of both parties at any time. In such event, the parties will meet for the purpose of negotiation within thirty (30) calendar days. The refusal of either party to consent to open negotiations under this Section will not be construed as a violation of any Article of this Agreement.

SECTION 4. Should any part of any provision of this Agreement be rendered or declared invalid or illegal by reason of any existing or subsequent law, regulation or ruling, the invalidation of such part or provision of this Agreement shall not invalidate any of the remaining parts or provisions of this Agreement, and shall remain in full force and effect.

### SECTION 5. Supplemental Agreements

a. During the life of this Agreement, matters appropriate for negotiation will be changes to personnel policies, practices, and matters affecting working conditions within the jurisdiction of the Employer or the Union.



b. During the duration of this Agreement, either party may notify the other in writing of its desire to negotiate supplemental agreements. Supplements will be limited to changes in applicable laws and regulations from higher authority which could affect bargaining unit employees. Duration of supplements would be the same as this Agreement.

#### DEFINITIONS

The following definitions shall apply any time such terminology is used in this agreement:

1. Title VII - Title VII, P195-454, Civil Service Reform Act, Federal Service Labor Management Relations.
2. Emergency - A sudden, urgent, unforeseen occurrence requiring immediate action.

Signed this 30th day of January 1985.

FOR THE UNION:

FOR THE EMPLOYER:

Ronald L. Maxey  
RONALD L. MAXEY  
President, AFGE Local 1731

Jimmie R. Coombes  
JIMMIE L. COOMBES, Colonel, USAF  
Base Commander

Robert L. Baker  
ROBERT L. BAKER  
12 Feb 85  
DATE

Approved: No exceptions to regulations are intended or included.

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