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**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES**

**LOCAL 779**

**AND SHEPPARD AIR FORCE BASE, TEXAS**

**EFFECTIVE DATE: 20 JUNE 2016**

# AFGE LOCAL 779 AND SHEPPARD AFB TEXAS

## MEMORANDUM OF AGREEMENT

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## ARTICLE 1

### PREAMBLE

The parties to this agreement are Sheppard Air Force Base, Texas herein and hereafter referred to as the Employer, and the American Federation of Government Employees, Local 779, herein and hereafter referred to as the Union, for employees in the unit described in Article 3 of the following agreement hereafter referred to as the Employees.

WHEREAS the mutual interests will be furthered by establishing and maintaining orderly and constructive employee-management cooperation relationships. Participation of employees in the formulation and implementation of personnel policies and practices affecting them contributes to the efficient conduct of Air Force business. It is the intent and purpose of the parties hereto to promote and improve the effective accomplishment of the mission, to provide for the well-being of employees, to maintain high standards of work performance on behalf of the public, to establish a basic understanding relative to personnel policies, practices and procedures, and matters affecting conditions of employment, and to provide a means of amicable discussion for the adjustment of matters of mutual interest.

Subject to law and the paramount requirement of public service, efficient labor-management relations require a clear statement of the respective rights and obligations of the Union and the Employer.

No part of this Agreement shall be interpreted by any party as a waiver of the party's right unless such waiver is explicitly stated in the terms of this agreement.

Accordingly, and as provided under the Federal Service Labor Management Relations Statute (Title 5 U.S.C., the Civil Service Reform Act of 1978, as amended), the parties intending to be bound hereby, agree as follows:

## ARTICLE 2

### DEFINITIONS

The following are definitions of terms used in this agreement.

1. UNION-MANAGEMENT MEETING: Meetings which are held for communication and exchange of views on matters of mutual interest.
2. NEGOTIATION: Bargaining by representatives of the Employer and the Union on appropriate conditions of employment with the view toward arriving at a formal agreement.

3. **IMPASSE**: The inability of representatives of the Employer and the Union to arrive at a mutually agreeable decision concerning negotiable matters through the negotiation process.
4. **NEGOTIABILITY DISPUTE**: A disagreement between the parties as to the negotiability of an item.
5. **AMENDMENTS**: Modifications of the Basic Agreement to add, delete, or change sections or articles of the agreement.
6. **SUPPLEMENTS**: Additional articles negotiated during the term of the Basic Agreement to cover matters not addressed by the Basic Agreement.
7. **GRIEVANCE**: A request for adjustment relative to a matter or concern of dissatisfaction on appropriate personnel policies, practices and conditions of employment as defined in 5 USC 7103 (a)(9).
8. **UNION OFFICIAL**: The duly elected or appointed officials of the Union, including stewards.
9. **NATIONAL REPRESENTATIVE**: Any accredited National Representative of the Union who is an employee or elected official of the Union's national or district office.
10. **AUTHORITY**: The Federal Labor Relations Authority established by the Civil Service Reform Act of 1978.
11. **PAST PRACTICE**: Condition of employment that is consistently exercised over a substantive period of time and followed by both parties or followed by one and not challenged by the other.
12. **ADVERSE ACTION**: A removal, suspension, furlough for 30 days or less, or reduction in grade or pay. These actions don't include those resulting from reduction in force. Adverse actions may or may not be for disciplinary reasons.
13. **DISCIPLINARY ACTION**: An action management takes to correct an employee's delinquency or misconduct. Included are oral admonishments, letters of reprimand, suspensions, removals, and in some cases, reductions in grade or pay. Except for oral admonishments and reprimands, these disciplinary actions are also adverse actions.
14. **PRINCIPAL ACTIVITIES**: Activities that an employee is hired to perform during their regularly scheduled administrative workweek (including regular overtime work) and activities performed by an employee during periods of irregular or occasional overtime work authorized under 5 CFR 550.111.

## **ARTICLE 3**

### **RECOGNITION AND UNIT DESIGNATION**

**SECTION 1. RECOGNITION:** The Employer recognizes that the Union is the exclusive representative of all employees in the bargaining unit described in Section 2 of this article.

**SECTION 2. UNIT:** This agreement applies to the bargaining unit composed of all General Schedule Employees (non-professional and professional) at Sheppard AFB, Texas, and Frederick, Oklahoma, excluding management officials, supervisors, temporary employees, and employees engaged in civilian personnel work other than those in a purely clerical capacity and confidential employees.

## **ARTICLE 4**

### **GOOD GOVERNMENT**

**SECTION 1:** The parties accept their joint responsibility to provide the American public the most efficient and effective government operation possible. To meet this responsibility, the parties establish a "Good Government" standard to be applied to this agreement and all future bargaining and labor-management matters.

**SECTION 2:** Good Government Standard: The Good Government Standard requires that all actions, solutions, or recommendations flowing from this agreement or as a result of the application of this agreement shall promote increased quality and productivity, customer service, mission accomplishment, efficiency, and military readiness. Furthermore, consideration must be given to the quality of work life, organizational performance, and empowerment of employees.

## **ARTICLE 5**

### **EMPLOYEE RIGHTS**

**SECTION 1. EMPLOYEE'S RIGHTS:** Each employee will have the right to form, join, or assist any labor organization, or to refrain from such activity, freely and without fear of penalty or reprisal, and such employee will be protected in the exercise of such right. Except as otherwise provided under this chapter, such right includes the right:

a. to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities and,

b. to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this chapter (5 USC 7102)

**SECTION 2.** An exclusive representative of an appropriate unit in an agency will be given the opportunity to be present at any examination of an employee in the unit by a representative of the agency in connection with an investigation if:

- a. The employee reasonably believes that the examination may result in disciplinary action against the employee; and
- b. The employee requests representation.

The Employer will annually inform its employees of their rights under this subsection.

**SECTION 3.** An employee has the right to present matters of personal concern to elected representatives without the fear of penalty or reprisal. All employees are encouraged to use local in-place methods for resolving personnel issues before going "out of house."

**SECTION 4. INFORMING EMPLOYEES:** A well informed employee promotes effectiveness and efficiency of service. The Employer will take such actions as consistent with law or regulations as may be required in order to inform employees of their rights and obligations as prescribed in the Civil Service Reform Act of 1978 and this article.

**SECTION 5. ACCOUNTABILITY:** Employees should discharge their official assigned duties in a loyal, conscientious manner, with respect to the supervisor directing their duties and must observe the standards of conduct and ethics for federal employees. Employees will have user responsibility for the equipment assigned to them, and will report to the supervisor missing, or broken tools or equipment.

**SECTION 6. EMPLOYER/EMPLOYEE RELATIONSHIP:** Employer will provide a workplace that is free from abusive language. Employees will be informed of changes to working conditions (in writing if necessary to clarify) so that work productivity may be consistent with supervisor expectations. Employees will be informed of their line of supervision to whom they will report in the event of the first level supervisor absence.

**SECTION 7. RECORDS/PERSONNEL ISSUES:** Employees may review their electronic official personnel records (eOPF) on duty time. Employees may have access to, and obtain copies of, their Employee Work Folder [EWF](containing the supervisor's record of employee/AF Form 971). At any time entries are made onto the AF Form 971, they should be initialed by the employee as acknowledgement rather than concurrence. Medical, leave, and official records will be treated with privacy. Reviews of the EWF by anyone other than the employee, or someone designated in writing by the employee, will be limited to federal officials who have the need to know intrinsic to the performance of their official duties. Employees may use reasonable duty time to contact or conduct business with base support agencies.

**SECTION 8. OUTSIDE INTEREST:** Employees will have the right to engage in outside work, volunteer activities, or political activities of their own choosing without being required to

report to the employer on such activities except as required by law and standards of conduct and ethics established for federal employees. Employees may contact the base ethics advisor at the base legal office for guidance on whether or not the outside activity is a "conflict of interest."

**SECTION 9. DISCUSSIONS AND COUNSELING:** Employees will have the right to privacy in every way consistent with law, regulations and agreement during counseling or discussions with supervisors or management officials concerning evaluations, work load reviews, performance discussions, discipline or adverse actions. If privacy is not possible in the immediate work area due to physical layout then the supervisor will make every effort to locate an area or room where discussions/counseling may be conducted in private.

## **ARTICLE 6**

### **UNION RIGHTS, RESPONSIBILITIES, AND REPRESENTATION**

**SECTION 1. RECOGNITION:** The parties recognize the Union retains all rights accorded by law and has the exclusive right and obligation to represent all employees in the bargaining unit with regard to matters affecting the conditions of employment.

**SECTION 2. UNION OFFICIALS:** The Union will furnish the Employer, in writing, a current list of Union officers and stewards. The list should include the names, organization and symbols, telephone numbers, names of their supervisors and their phone numbers. The Union may post the names of stewards on official bulletin boards.

a. Officials of the AFGE National and District Offices may be allowed to visit Sheppard AFB for representational and Union business matters. If an official of the Employer is to be contacted, the visit will be coordinated through the Labor Relations Officer.

b. Stewards will be designated (as much as practicable) so that employees have access to them in the geographic vicinity of their work area; however, steward activity is not restricted to that area.

c. Union officials may represent employees throughout the bargaining unit, regardless of geographic location.

**SECTION 3. REPRESENTATION:** The Union, as the exclusive representative of all employees in the bargaining unit, is responsible for representing, acting for, and negotiating agreements concerning all employees in the bargaining unit.

a. The Union agrees to represent, in good faith, the interests of all employees in the bargaining unit without discrimination or regard to Union membership in accordance with this agreement.

b. Union representation in grievances or complaints will normally be presented to the lowest level of management official with authority to act on or resolve the problem.

c. The Union has the right to represent an employee or a group of employees in presenting complaints or grievances upon request of the employee(s).

d. An exclusive representative of an appropriate unit in an agency will be given the opportunity to be represented at any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment under 7114 (a)(2)(A). A representational meeting prescribed by agency/activity policy or this Agreement, will be considered a formal discussion and the Union will be notified in advance of such a meeting and of its opportunity to be represented.

e. The parties agree to share written material on such matters that are subject to release by law. Information that is classified may be reviewed upon request by a Union representative that has the proper security clearance, on a case by case need to know basis.

**SECTION 4. RESTRAINT:** There will be no restraint, coercion, or discrimination against any Union official because of their performance of duties in consonance with this Agreement or against any employee for filing a complaint or acting as a witness under this agreement or applicable regulation.

**SECTION 5. AUTHORIZED OFFICIAL TIME:** It is understood that the official time which is granted by this agreement does not include per diem, travel expenses, or overtime. The employer agrees to recognize employees who are local officials and stewards of the Union for official time purposes, when they would otherwise be in a duty status. The parties will cooperate to ensure all official time is documented in the Automated Time, Attendance and Production System (ATAAPS) or its successors. If supervisors have any questions, they should contact the Labor Relations Officer.

a. The parties agree that the Union President and Vice President shall be granted 50% official time and the remaining eight (8) officers and stewards shall be granted 25% official time per officer/steward for representational functions per year. The overall cap shall be 6240 hours per year. Should the bargaining unit composition increase due to a an FLRA decision concerning NAF, DECA, AAFES, WG, and/or detachment employees, the Union shall be allotted one additional steward/representative and the accompanying 25% official time for every 100 additional bargaining unit members. The overall cap will be increased accordingly to reflect the additional hours. Official time shall not be transferrable. Representational functions covered by this Section do not include statutory procedures.

b. The Treasurer will be allowed eight (8) hours of official time twice a year to prepare Department of Labor required documentation. Each Treasurer shall be allowed an additional forty (40) hours of official time to attend one American Federation of Government Employees (AFGE) sanctioned Treasurer Training as required by Department of Labor and the U.S. Internal Revenue Service. The Union will provide a training agenda to the Labor Relations Officer.



c. Forty (40) hours of official time per union official every calendar year may be used to attend or conduct appropriate Union training sessions. The Union will furnish an agenda of the proposed training to the Labor Relations Officer. If the training is appropriate, letter(s) will be provided for notification of supervisors. The Employer may grant more official time for training if it would be mutually beneficial to both parties.

d. PROCEDURES: Each Official/Steward who is employed by the Employer will coordinate with their supervisor in advance regarding time to be spent on representational activities. Approval will be confirmed via email in advance when practicable or as soon as possible after the time is used. Where circumstances permit, coordination will occur at least 24 hours in advance. The Official/Steward will also indicate the type of representational activity to be conducted and the length of time he anticipates being away from his work area. If additional time is required over and above the supervisor's original approval, the Official/Steward will call to coordinate additional needs with their supervisor. If the employer determines that the Official's/Steward's presence is necessary to meet mission needs of the Employer and denies the request for official time, the supervisor will indicate when it will be granted. If release is not possible within 24 hours, the Union may assign a different representative.

(1) Prior to entering an employee's work area, the Official/Steward will coordinate with the employee's supervisor. If due to mission needs, the meeting with the employee is not possible, the supervisor will advise the Official/Steward the time the employee will be available

(2) Unless previously coordinated with their supervisor, Officials/Steward will report in person to their worksite at the beginning and prior to the end of each workday.

(3) When a Union Representative is representing an employee in a complaint, and the representative and employee are not on the same shift, or either is on other than the regular day shift, the representative and/or employee will be provided sufficient official time on the necessary shift to investigate and meet, as appropriate. The Union will make every effort to assign a representative from the same shift.

(4) When more than one union representative works in the same work unit, the Union will make every reasonable effort to schedule official time so as to avoid simultaneous absence.

**SECTION 6: PER DIEM AND TRAVEL EXPENSES:** When, in accordance with law, an outside authority directs the Employer issue travel orders for travel outside the Sheppard AFB area to conduct labor management activities, the Employer will pay per diem and travel expenses for Union officials.

**SECTION 7. LABOR-MANAGEMENT FORUM:** The parties agree that good relations and Union participation is promoted by regular meetings of a Labor Management Forum. Each party

may designate no more than three (3) representatives to participate in meetings. The forum will meet quarterly and exchange agenda items at least one week prior to meeting. If neither party submits a timely agenda, the meeting will be cancelled. Meetings will be conducted during regular duty hours. Emergency meetings will be arranged at the convenience of both parties involved as soon as possible after a request by either party is received. These meetings will not be used to resolve individual grievances or complaints.

**SECTION 8. INTERNAL UNION BUSINESS:** Internal Union business will not be conducted during the duty hours of the employees involved, nor will Official Time be used for internal business.

**SECTION 9. MEMBERSHIP DEVELOPMENT:** Upon request and subject to normal safety and security limitations, the Union will be granted authority to conduct two (2) membership drives of up to thirty (30) days duration each per year. These must be held before and after duty hours, during breaks, and during duty free lunch periods. Upon request, use of mutually agreeable facility locations will be provided the Union for use during the membership drives. Equipment necessary for membership drives will be the responsibility of the Union; however, the Employer will make a reasonable effort to assist in this matter.

**SECTION 10. COMMITTEES/WORKING GROUPS:** Where committees, task forces or work groups are established for the purpose of ascertaining bargaining unit employee views concerning conditions of employment, the Union will be advised accordingly and be given an opportunity to designate a representative. Where such committees, task forces or working groups are established to consider changes to working conditions within the bargaining unit, the Union will be notified and given the opportunity to designate a representative, unless conversations of such group are considered to be internal management deliberations.

**SECTION 11. UNION SPONSORED TRAINING SESSIONS:** The Employer agrees to grant official time to Union officials and stewards for the purpose of attending Union-sponsored training sessions provided the training is of mutual concern to the Employer and the employee in their capacities as Union representatives and training is conducted within the employee's normal duty time. Official time will normally be approved unless mission requirements cannot be met during the requested training period.

**SECTION 12. JOINT INITIAL CONTRACT TRAINING:** The Employer agrees to conduct joint Management-Union training sessions regarding the administration of this agreement to begin as soon as possible but no later than 120 days after the approval date.

**SECTION 13. EMPLOYER SPONSORED TRAINING:** Union officials and representatives will be authorized official time to attend mutually agreed Employer-sponsored training of concern to the Union in their capacity as representatives of the bargaining unit.

## ARTICLE 7

### EMPLOYER RIGHTS AND RESPONSIBILITIES

**SECTION 1:** In the administration of all matters covered by this Agreement the parties are governed by existing or future laws, regulations of appropriate authorities, and by agency directives in existence at the time the agreement is approved. Subsequently published agency directives required by law, regulations, or rules will be implemented and administered under terms of this Agreement.

This article is not intended to limit or waive the Unions right to negotiate, in scope or substance, matters that are subject to negotiation provisions as provided by other statutes or Executive Order outside the scope of this contract.

**SECTION 2:** The employer retains the right:

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the activity; and
- b. In accordance with applicable laws:
  - (1) To hire, assign, direct, layoff, and retain employees in the activity, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
  - (2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which activity 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 activity mission during emergencies.

**SECTION 3.** The requirements of this article shall apply to all supplemental, implementing, subsidiary, and agreements between the Employer and the Union.

**SECTION 4:** The above Employer rights will not nullify or limit the rights of employees or the Union to express dissatisfaction concerning procedures utilized by the Employer in the exercise of their rights. Supervision will notify the Civilian Personnel Office of any changes. The union has the right to bargain over the impact of changes to appropriate conditions of employment and

the right to negotiate procedures for implementing such changes will not be abridged by anything in this article.

**SECTION 5:** No part of this agreement shall be interpreted by any party as a waiver of an Employer right unless such waiver is explicitly stated in the terms of this agreement.

## **ARTICLE 8**

### **NEGOTIATIONS**

**SECTION 1. MANNER:** The parties agree to respect the other parties' rights.

a. Both parties to the Agreement have the responsibility of conducting negotiations and other dealings in such a manner as will further the public interest. The parties agree to make a good faith effort to resolve all differences which arise between them in connection with the administration of this Agreement for the life of the Agreement.

b. In the administration of all matters covered by this Agreement, the parties are governed by existing or future laws, regulations of appropriate government-wide authorities, and by published agency directives and regulations in existence at the time the agreement is approved. Subsequently published agency directives required by law, regulations of government-wide authority will be implemented and administered under the terms of this agreement.

**SECTION 2. SCOPE OF NEGOTIATIONS:** The parties agree and understand that matters appropriate for negotiations include personnel policies and practices and matters affecting working conditions of employees in the bargaining unit. Amendments and supplements to this agreement may be proposed for negotiation by either party by mutual consent.

a. It is the Employer's responsibility to negotiate with the Union on the policies, practices and procedures used in implementing its rights, or on the adverse impact a change might have on bargaining unit employees. If the provisions of new or existing instruction, regulation, or directive conflicts with this Agreement, the provisions of this agreement will govern except however, where law requires the inclusion of provisions in subsequently published regulations of higher authorities and they are in conflict with this agreement, those provisions shall be governing.

b. The Union may propose changes in policy or methods. The Employer will meet with the Union and negotiate when requested before making changes to past practices and procedures.

c. All changes will be held in abeyance until negotiations are completed unless the change covers one mandated by law. If, however, the change is of major importance and impacts on the mission, the Employer may implement the change after Union notification. When

negotiations have been completed, the Employer agrees to retroactively apply the change to any adversely impacted employee(s).

d. It is understood that no provisions of this agreement will nullify or invalidate the rights of the employees, Union, or Employer established under the Federal Services Labor Management Relations Statute (FSLMRS), or other laws or executive Orders, or regulations of appropriate authority.

### **SECTION 3. RESPONSE TIMES:**

a. When the Union proposes a change in working conditions as defined by this Agreement but not specifically covered in this Agreement, the Union will notify the Employer, in writing. The Employer will respond within 7 calendar days of the intent to negotiate, unless an extension is requested and agreed upon. The Employer will have up to 10 calendar days from the date of notification to review the change and meet to negotiate.

b. When the Employer advises a change in working conditions as defined by this Agreement but not specifically covered in this Agreement, the Employer will notify the Union, in writing. The Union will respond within 7 calendar days of the intent to negotiate, unless an extension is requested and agreed upon. The Union will have up to 10 calendar days from the date of notification to review the change and meet to negotiate. If there is no request to negotiate within the time limit, the change will be implemented on the effective date by the Employer.

**SECTION 4. NEGOTIABILITY QUESTION:** When the Employer determines that a matter proposed by the Union is non-negotiable, it will inform the Union orally of its rationale for such belief. If agreement is not reached, the Employer will submit, in writing, an allegation of non-negotiability and include the rationale for such belief. Following the Employers determination of non-negotiability the parties may meet and give further consideration to the issue at any point in the proceedings. The Union has the right to proceed to the Federal Labor Relations Authority (FLRA) in accordance with the FLRA rules and regulations. The parties will sign off on the rest of the agreed to issues pending a decision by the FLRA on negotiability issues.

**SECTION 5. NEGOTIATIONS PROCEDURES:** Negotiating sessions may be requested by either party. All requests to negotiate will include a written summary of the specific matter to be considered. If the parties mutually agree to negotiate the matter, the following procedures will be utilized:

a. Either party proposing negotiation will submit their written proposals to the opposing side simultaneously with its expression of intent to negotiate (per Section 3. above).

b. The number of representatives to participate in negotiations will be kept to a minimum consistent with the subject(s) to be discussed. Negotiating teams will consist of at least two (2) members unless the parties mutually agree to allow additional members. The

names of negotiating team members will be exchanged, in writing, prior to the start of negotiations.

c. Upon reaching agreement, the agreement will be signed by the members of both parties within three (3) workdays. The parties agree to notify, in writing, bargaining unit employees of agreed to changes.

**SECTION 6. NEGOTIATION IMPASSES:** When the parties to this Agreement cannot agree on a negotiable matter and an impasse has been reached, the item will be set aside. After all negotiable items on which agreement can be reached have been disposed of, the parties will again attempt to resolve any impasse. At this time, either or both parties may seek the services of the Federal Mediation and Conciliation Service (FMCS). If the services of the FMCS do not resolve the impasse, either party may seek the services of the Federal Services Impasse Panel (FSIP).

## **ARTICLE 9**

### **GRIEVANCES**

**SECTION 1. COMMON GOAL:** The purpose of this article is to provide a mutually acceptable method for prompt and orderly settlement of grievances. The parties agree that cooperative discussions of disputes should occur whenever possible and that every effort will be made to resolve disputes or grievances informally and at the lowest level of supervision. This negotiated procedure shall be the exclusive procedure for processing grievances for bargaining unit employees.

**SECTION 2. SCOPE:** A grievance is any complaint:

- a. by any employee(s) or the Union concerning any matter relating to conditions of employment;
- b. by any employee(s), the Union, or the Employer concerning the effect, interpretation, or claim of breach of this Agreement.

**SECTION 3. MATTERS EXCLUDED:** This grievance procedure does not apply to:

- a. any violation of prohibited political activities;
- b. retirement, life insurance, or health insurance;
- c. a suspension or removal for national security reasons;
- d. any examination, certification, or appointment;
- e. classification of a position which does not result in reduction in grade or pay of an employee;

f. non-selection for promotion from a group of properly ranked or certified candidates or failure to receive a noncompetitive promotion; (This does not apply to the right to grieve over improper procedures used during the selection process)

g. termination of a temporary promotion;

h. non-adoption of a suggestion;

i. disapproval of honorary or discretionary awards; or

j. any adverse action taken against a probationary, temporary employee, or employee serving on a provisional appointment;

#### **SECTION 4. APPEAL OR GRIEVANCE OPTION:**

An employee alleging discrimination or affected by a removal or reduction in grade based on unacceptable performance, or an adverse action, may raise the matter under the appropriate statutory appellate procedure or under the provisions of this article, but not both. For the purpose of this Section an employee shall have been considered to have exercised this option at such time as the employee has timely filed a notice of appeal under the applicable appellate procedures or timely files a grievance in writing in accordance with the provisions of this article, whichever comes first.

#### **SECTION 5. REPRESENTATION:** Any employee or group of employees

in the bargaining unit may file a grievance under this procedure. If Union representation is requested, it may be provided. A bargaining unit employee or a group of bargaining unit employees may file a grievance without the direct involvement of the Union. In such cases, the Union will be notified and given the opportunity to be present as an observer at any discussions, including the informal step, between the grievant and Employer concerning the adjustment of a grievance which affects the employee or other employees of the bargaining unit. To the maximum extent possible, the Employer agrees to provide space for the use of the employee and Union representative that will afford privacy for the discussion and preparation of a grievance.

#### **SECTION 6. UNION DESIGNATION OF REPRESENTATIVE:**

a. When requesting Union representation under this article, the employee will prepare and present to the Union a signed complaint form specifying the problem and the requested remedy. For each accepted complaint, the Union will designate a representative.

b. The Union will provide the Civilian Personnel Office (Labor Relations Officer) with a signed limited power of attorney that indicates the employee's choice of representative and identifies the extent of the employee's permissions.

**SECTION 7. GRIEVANCE PROCEDURES:** The following procedures are established for the resolution of grievances.

a. **ALTERNATE DISPUTE RESOLUTION (ADR):** In each case before formal grievance procedures are begun, ADR may be considered through the Federal Mediation and Conciliation Service (FMCS).

b. **INFORMAL PROCEDURE:**

**STEP 1.** A grievance concerning a particular occurrence or act shall be presented within 15 calendar days after the date of that act or occurrence or when the employee became aware of the occurrence. The grievance will be presented in writing to the employee's supervisor or other appropriate management official who will act promptly to resolve the grievance. The supervisor will issue a response in writing within 15 calendar days after presentation of the informal grievance. If satisfaction cannot be obtained, the Union may ask for oral discussions among the Labor Relations Officer, the Union, the employee, the supervisor, and/or next higher level manager in an effort to avoid a formal grievance. These informal discussions will take place within 15 calendar days of the date of the meeting between the supervisor and the employee. If the employee is not satisfied, the employee may submit a formal grievance for consideration in accordance with the procedures set forth below. An employee must seek informal resolution of a grievance before requesting relief through the formal grievance process except in those situations described in Section 9b of this article.

c. **FORMAL PROCEDURE:**

(1) Formal grievances must be signed by the grievant(s) or the representative and must include the following data:

- (i) The grievant's name, position title, grade, and organization.
- (ii) A description of the basis for the grievance including, when appropriate, facts such as times, dates, names and similar pertinent data.
- (iii) The personal remedy being sought.
- (iv) If known, the specific section(s) of the Article(s) of this agreement or law or regulation with respect to the personnel policy, practices or other matters affecting the conditions of employment that is the subject of the grievance.

(2) Except with respect to a removal action or a compensation issue, a grievance under the negotiated procedure will be canceled at the employee's written request or upon the employee's reassignment out of the bargaining unit.



## **STEP 2.**

(1) If an employee or group of employees is dissatisfied with the response received in Step 1, they may, within 15 calendar days, alone or with a representative, present the grievance in writing for further consideration to the Squadron Commander (or designee).

(2) The Employer will promptly furnish the Union a copy of the grievance when the Union has not been named as the representative.

(3) A meeting may be held at the request of the Squadron Commander (or designee) or employee. If the employee desires to have a meeting, the employee should request one in the written grievance. If a meeting is to be held, the Squadron Commander (or designee) should arrange such within 7 calendar days after the receipt of the grievance.

(4) The Squadron Commander (or designee) will give a written response to the grievant(s) within 15 calendar days after the date of the meeting, or if a meeting is not held, within 15 calendar days after receipt of the grievance. A copy of this response will be furnished to the Union.

**STEP 3.** If the grievance is not settled at Step 2, the grievant may submit the grievance in writing to the Group Commander within 15 calendar days after receipt of the Step 2 response. The Group Commander (or designee) will provide a written response within 15 calendar days.

**STEP 4.** If the grievance is not settled at Step 3, the grievant may submit the grievance in writing to the Vice Wing Commander for further consideration. The employee's written grievance must be submitted within 15 calendar days after receipt of the Step 3 response.

**STEP 5.** A grievance not satisfactorily resolved at Step 4 may be referred to arbitration in accordance with the procedures specified in the Arbitration Article in this Agreement.

If Step 2 was filed against the Group Commander, Step 3 will be bypassed and the issue will be filed with the Vice Wing Commander.

## **SECTION 8. UNION/EMPLOYER GRIEVANCE PROCEDURE:**

Should a dispute arise between the Employer and the Union over the interpretation, application, or violation of this collective bargaining agreement the complaining party will give the other party written notification of the issue in dispute. Upon receipt of such notice by either party, the Vice Wing Commander (or designee) will meet with the Union President (or designee) within 7 calendar days to try to resolve the matter. The receiving party shall give the other party a written answer within 15 calendar days after the initial meeting. If the grievance is not settled

by this method, either party may refer the matter to arbitration procedures as provided by the arbitration article of this agreement.

#### **SECTION 9. CLARIFICATION OF PROCEDURES**

a. The time limits at any step of the negotiated grievance procedure may be extended by mutual consent of the parties. An extension justified by mission, workload, union caseload, or emergencies will be approved. If given orally, an approval or denial will be followed up in writing.

b. Employee grievances concerning formal disciplinary or adverse actions grievable under this article will begin at the first level of management above the deciding official and be filed at a formal step as appropriate. In these cases, the time limit for filing the grievance will be 15 calendar days after receipt of the notice of decision.

c. Grievable matters that are beyond the control of local management may be submitted to the Vice Wing Commander with the mutual agreement of the Union and the Employer.

**SECTION 10. RECORDS AND DOCUMENTATION:** The Employer, upon request, will furnish the grievant(s) with pertinent records regarding a grievance under this article, subject to limitations of the Privacy Act (PA) and/or Health Insurance Portability and Accountability Act (HIPAA). Information that cannot be shared with the Union or grievant so that a proper defense may be prepared cannot be used to support any action against an employee.

**SECTION 11. WITNESS:** All employees testifying on a grievance being processed under this article shall be in a duty status.

### **ARTICLE 10**

#### **ARBITRATION**

A waiver or breach of any provision of this Agreement by either party will be non-precedential in the future enforcement of all the terms and conditions herein.

**SECTION 1. RIGHT TO ARBITRATION:** If the final decision in the grievance processed under the negotiated grievance procedure is not satisfactory, the parties may, by mutual consent, request the matter be submitted to Alternative Dispute Resolution (ADR) before submission to arbitration. The parties agree that ADR, if used, will be initiated within five (5) workdays of receipt of the final grievance decision.

**SECTION 2. NOTICE TO ARBITRATE:** The notice referring an issue to arbitration must be in writing, signed by the local Union president, their designee or the Employer and submitted within thirty (30) calendar days following receipt of the final grievance decision. The party

invoking arbitration will fill out the Federal Mediation and Reconciliation Service (FMCS) form requesting a list of seven (7) arbitrators and give a copy of the form to the other party.

**SECTION 3. SELECTING THE ARBITRATOR:** The parties will meet to select an arbitrator within fifteen (15) calendar days from receipt of the list of arbitrators from the FMCS. If an agreement cannot be reached on an arbitrator, the Union and the Employer will each strike one (1) arbitrator's name from the list of seven (7), and repeat the procedure until only one name remains. The invoking party will strike the first name. If either party elects, in writing, not to participate in the selection of an arbitrator, the other party will be empowered to make a direct selection. The grievant may withdraw the grievance at any time.

**SECTION 4. ARBITRATION SCHEDULING:** Within fifteen (15) calendar days of notification of arbitrator's availability, representatives of the Union and Employer shall jointly make arrangements for the hearing on a mutually acceptable date. The parties shall make every effort to schedule arbitration hearings within thirty (30) calendar days. The arbitration hearings will be on the premises of Sheppard AFB, TX and normally be between the hours of 0730 and 1530, during the regular work week. The grievant, appropriate Union representatives and necessary witnesses will be excused from their work section to the extent necessary to participate in the official proceedings. Employee participants on shifts other than the regular day shift will be temporarily placed on the regular day shift for the day(s) of the hearing on which they are involved. Questions raised as to whether a witness is necessary will be resolved by the arbitrator.

**SECTION 5. FEES AND EXPENSES:** The arbitrator's fees and expenses shall be borne equally by the Union and the Employer. If either party withdraws the case from arbitration after a fee has been incurred from the arbitrator, the withdrawing party will pay the fee in full. If the withdrawal occurs due to a settlement, the parties will split the fee.

**SECTION 6. ARBITRATOR'S AUTHORITY:** The arbitrator's decision(s) shall be final and binding, and the remedy shall be carried out in its entirety unless exceptions are filed. The arbitrator shall have no power to add or subtract from, disregard or modify any of the terms of this Agreement. However, the arbitrator shall have the authority to resolve any questions concerning arbitrability and grievability.

**SECTION 7. EXCEPTIONS:** Within fourteen (14) calendar days after receipt of the arbitrator's decision, the parties to the arbitration will notify one another in writing whether or not they are filing for an exception to the Federal Labor Relations Authority (FLRA) in accordance with their procedures. Such exception must be filed in accordance with FLRA's procedures. If no exception is filed, the arbitrator's decision and remedy shall be carried out immediately.

## **ARTICLE 11**

### **PAYROLL WITHHOLDING OF LABOR ORGANIZATION DUES**

The Union and the Employer agree that any eligible employee, who is employed in the bargaining unit and is a member in good standing of the Union, may authorize an allotment of pay for the payment of dues for membership, subject to the following provisions:

**SECTION 1:** The Employer will deduct Union dues from the pay of an employee who voluntarily authorizes such deductions and who is employed within the appropriate unit for which the Union holds exclusive recognition.

**SECTION 2:** The President or other authorized officer of the Union will certify on each SF-1187 that the employee is a member in good standing in the Union, insert the amount to be withheld, and submit completed SF-1187s to the payroll servicing office of the Employer.

**SECTION 3:** The President or other authorized officer of the Union shall notify the payroll servicing office of the agency when the Union's dues structure changes. The pay period the change becomes effective will be designated in writing. Dues increases are limited to two changes in a twelve (12) month period.

**SECTION 4:** Allotments will be effective at the beginning of the first full pay period after receipt of SF-1187s by the payroll servicing office. Biweekly deductions will continue in effect until the allotment is terminated, but not earlier than the first anniversary of the allotment.

**SECTION 5:** A member may voluntarily revoke an allotment for the payment of dues by filling out an SF-1188, Cancellation of Payroll Deductions for Labor Organization Dues, and submitting it to the payroll servicing office. An Employee may revoke the allotment after the first anniversary month in which the allotment was established. Termination of allotment under this section shall be effective the first full pay period following the employee's revocation. The payroll servicing office shall provide the Union appropriate notification of the revocation. A duplicate copy of the SF-1188 completed by the member will be used for this purpose.

**SECTION 6:** The Union will notify the payroll servicing office within ten (10) workdays when an employee with a current allotment ceases to be a member in good standing. The payroll servicing office will terminate the allotment upon receipt of the information.

## **ARTICLE 12**

### **USE OF FACILITIES AND SERVICES**

**SECTION 1. SPACE:** Subject to execution of the facility "License", the current office space and normal utilities will be made available according to the terms of the license to the Union. The Employer acknowledges the Union's desire for a ground level, handicap accessible office on Sheppard AFB. If during the term of this contract there develops surplus office space, the

Employer may offer a new location to the Union, subject to these same license terms. On an as needed basis and with sufficient advanced coordination and availability, the Union may use the base theater (or other suitable location) for large meetings with bargaining unit employees.

If employer requires use of the theater at the same time as the Union, the Union will defer to employer and reschedule or relocate its meeting.

a. It will be Union's responsibility to ensure that trash is safely disposed of and does not accumulate so as to create either safety or health hazard.

b. The Union accepts responsibility for the reasonable care and safeguarding of all facilities entrusted to it and agrees to be responsible for cleanliness and order of facilities after each use.

c. Facilities and services provided to the Union will be subject to the same regulations and requirements as other Employer facilities (fire, safety, security utilization, inspections, etc.) with advance notice except in the case of emergencies.

## **SECTION 2. COMMUNICATION:**

a. **TELEPHONE:** The Employer will provide a class two telephone line, through the base system, to the Union office. This level of service includes access to all on-base extensions, the local commercial service area, DSN access, and toll free numbers.

1. The Union may not utilize long distance or any other services which will result in costs to the Employer.

2. Bargaining unit employees will be allowed to use the Employer's official telephones in their work place to contact a local Union representative. Union officers and stewards may use the Employer's telephones in the representation of bargaining unit members as provided in the Agreement. The Union agrees that its officials and stewards will use official telephones judiciously so as not to have an adverse effect on the mission and will utilize official time for this activity.

b. **COMPUTER SOFTWARE/EMAIL:** The Employer will provide the Union with government software to access the network and an "AFGE Local 779" mailbox/email address for official use. The Union will be allowed to send out messages to bargaining unit employees.

**SECTION 3. BULLETIN BOARDS:** The Employer and Union will coordinate with official bulletin board monitors to determine availability of space on official bulletin boards. In buildings that do not have a bulletin board or do not have adequate space on the existing official bulletin board, then, the Union may purchase, in keeping with building decor, a bulletin board for installation. Purchase and installation of such bulletin boards will be at the Union's expense.

- a. Posted literature will be in good taste and not violate the law.
- b. The Employer will not remove items from Union bulletin boards without coordinating with the Union and Labor Relations Officer.

**SECTION 4. EQUIPMENT/FACILITIES FOR MEMBERSHIP DRIVES:** Upon request, and with the assurance the work process will not be disrupted, the Employer will provide suitable facilities for Union membership drives. Such facilities will provide access to bargaining unit members during breaks and lunch periods. Union officials will ensure no bargaining unit member is contacted or attends any related activities during duty time.

**SECTION 5. COPIES OF AGREEMENT:** The Employer will ensure that a link to the agreement is posted on the Sheppard AFB homepage.

**SECTION 6. LISTS:** The Union will be furnished with a copy of the accessions list compiled each pay period in which new accessions are acquired and a current vacancy list bi-weekly.

**SECTION 7. COPY MACHINE SUPPORT:** Provided use of copiers and scanner devices does not interfere with the section's mission, the Employer's copy and scanning machines may be used for reasonable copying and scanning of documents necessary in the course of representational duties.

**SECTION 8. PARKING:** Where practical, parking facilities will be made available for use by bargaining unit employees at or near their primary duty area. Special parking considerations will be made for those handicapped employees whose mobility is impaired. The Union agrees to encourage the use of car pools and ride sharing to reduce traffic on base, promote parking availability and conserve energy among bargaining unit employees.

The Union will be provided one reserved parking space marked "FOR AFGE ONLY" on the first parking row outside the front door of Building 402.

## **ARTICLE 13**

### **INFORMATION AND ORIENTATION OF NEW EMPLOYEES**

**SECTION 1.** The agency will advise all new employees that the American Federation of Government Employees, Local 779, is the exclusive representative for employees defined in Article 3.

**SECTION 2.** A Union representative will be given up to fifteen minutes to speak and distribute information packets prepared by the Union at each new employee orientation session. The Employer will afford a new employee orientation session to all new employees in the bargaining unit where information concerning their working conditions is disseminated to them.

## ARTICLE 14

### SAFETY AND HEALTH

#### SECTION 1. GENERAL

a. In order to provide and maintain a safe and healthful working environment for all employees in the bargaining unit, the Employer agrees to conduct an effective occupational and safety health program in accordance with all applicable laws and directives and confer with the Union on such matters.

b. The Union agrees to support the program by actively participating in the Environmental, Safety, & Occupational Health Council (ESOHC) and by encouraging all employees to conscientiously abide by established safety rules, regulations and directives.

#### SECTION 2. POLICY

a. It is agreed that employees share in the responsibility for maintaining a safe and healthy working environment and must be alert to unsafe practices and conditions. Employees are responsible for immediately reporting to their supervisor unsafe practices or conditions, government property damage incidents, and accidents in which they are involved or witness. The employee may file a report of the unsafe condition to the Ground Safety Manager and/or OSHA and request an inspection. The Employer agrees to promptly respond to such reports, and, if determined appropriate, abate unsatisfactory conditions.

b. A Union member of the Environmental, Safety, & Occupational Health Council (ESOHC) or designated representative and the unit safety representative are authorized to accompany the inspector during the physical inspection of workplaces.

c. The parties recognize that temperature conditions in and around outside work areas can have a direct bearing on employee productivity, comfort, morale, health, and safety. When determining the stress that temperature extremes may place upon an individual employee, the Employer will take into consideration the working comfort and health of the employee as well as related factors such as wind chill, wet-bulb index, air flow, the work to be performed, and any other relevant criteria. More frequent rest, warm up, cool down, and hydration breaks are appropriate.

d. For inside work locations, similar considerations are appropriate. If conditions, workarounds, and relief are not forecast within a reasonable time, frequent breaks to cool off or warm up, and alternative work locations are valid considerations. Lastly, the Wing Commander may grant a particular unit/section excused absence for brief periods up to four hours. The Employer or Union may initiate a request for environmental relief. Should other forms of requested relief not be granted, liberal leave may be authorized barring mission requirements.

### **SECTION 3. INJURY AND ILLNESS**

a. Employees shall report all injuries and occupational job related illnesses to the supervisor as soon as possible. Emergency treatment may be provided by off-base emergency facilities. Attended transportation will be provided commensurate with the nature of the injury/illness.

b. After determination of the general nature of the injury and appropriate medical treatment, the employee must complete an AETC Form 435 and may access ECOMP to complete appropriate form(s) for the injury or occupational illness if they wish to file for workers compensation benefits. Employee assistance for filing documentation is through an Air Force Personnel Center Injury Compensation Specialist who will explain benefits and options as required.

### **SECTION 4. EQUIPMENT AND TRAINING**

a. The Employer will provide all safety equipment and protective devices as prescribed by applicable directives and regulations. Protective clothing will be provided to employees required to work in inclement weather when their duties dictate the need.

b. Employees will use safety equipment and protective devices provided by the employer as prescribed by applicable directives and regulations.

### **SECTION 5. HEALTH SERVICES AND PREVENTIVE MEDICINE**

a. The Union and Employer acknowledge that health maintenance is primarily the responsibility of the individual employee. Employees will be encouraged to undertake physical fitness programs and will be authorized to use the Employer's gymnasium facilities during hours of operation. Employees should avail themselves of wellness program opportunities offered by the Employer such as blood pressure screening, cholesterol tests and smoking cessation classes and may be accomplished during the duty day.

b. Employees may be required to participate in programs governing sight and hearing conservation as well as periodic physical examinations/evaluations to determine exposure to hazardous substances or disease. Participation in the above mentioned program will be accomplished during the duty day.

## **ARTICLE 15**

### **EMPLOYEE ASSISTANCE PROGRAMS**

**SECTION 1. PROGRAM PURPOSE:** The purpose of the Employee Assistance Program (EAP) is the appropriate prevention, treatment and rehabilitation of employees with alcohol, drug abuse or other bio-psychosocial problems that adversely affect the employee's job performance



and/or conduct. Employees who suspect they may have such a problem, even in the early stage, are encouraged to voluntarily seek counseling and information on a confidential basis by contacting the organization(s) designated to provide such services. Supervisors are encouraged to refer employees to EAP for assistance. Employees and supervisors will be informed about the program annually.

## **SECTION 2. VOLUNTARY PARTICIPATION:**

a. The Employer will assure that job security, performance rating, or promotion opportunities will not be jeopardized, nor will the employee be subject to disciplinary action, solely because of a request for counseling or referral assistance.

b. Although the existence and functions of counseling and referral programs will be publicized to employees, employee will not be required to participate or be penalized for merely declining referral to EAP services.

## **SECTION 3. RECORD OF PARTICIPATION:**

a. The Employer will preserve the confidentiality of employee participation in the EAP program.

b. After an employee is no longer participating in the program; employee's rights to confidentiality regarding participation will be maintained.

**SECTION 4. RELATIONSHIP TO OTHER ACTION:** A fundamental purpose of EAP is to assist employees with problems that may result in conduct or performance deficiencies. However, the program is not intended to shield employees from corrective action.

**SECTION 5. EXCUSED ABSENCE:** A supervisor or manager shall grant up to 1 hour of excused absence for the initial counseling session.

**SECTION 6. LEAVE ASSOCIATED WITH EAP:** It is the policy of the Employer to grant leave (sick, annual, or LWOP) for the purpose of treatment or rehabilitation for employees under the EAP as would be granted for employees with any other health problem.

## **ARTICLE 16**

### **SMOKING AND TOBACCO USE**

Parties agree that tobacco use on Sheppard Air Force Base will be in accordance with AFI 40-102, *Tobacco Free Living*, 4 March 2015.

## ARTICLE 17

### CLOTHING AND UNIFORMS

**SECTION 1.** All employees in the bargaining unit who are mandated to wear a uniform, will either be provided sufficient uniforms or receive the uniform allowance.

**SECTION 2:** The Employer may establish one or more initial maximum uniform allowance rates greater than the Government-wide maximum uniform allowance rate established under 5 CFR 591.103. The parties are in agreement that the initial uniform allowance rates at Sheppard AFB, subject to the employee providing receipts as evidence of amount expended for uniforms, will be:

Firefighters = \$1,600

Uniform Police = \$1,800

With respect to the Uniform Police Initial Uniform Allowance, the parties agree that the initial uniform allowance rates apply at Sheppard AFB when an employee is initially employed (except, however, that a new employee who has already received an initial uniform allowance at another base this FY is not entitled to another initial uniform allowance during the same FY); or when a mandatory requirement is enforced causing the employee to conform to a change in uniform requirements and/or conditions exist prohibiting the continued usage of the former uniform.

Consistent with 5 CFR 591, 5 USC 5901 and 5902, OPM may from time to time adjust the maximum annual uniform allowance granted to employees for the cost of their uniforms. The parties are in agreement that the annual uniform allowance rates at Sheppard AFB, subject to the employee providing receipts as evidence of the amount expended for uniforms, will be:

Firefighters = \$800 (or such higher maximum amount as the Secretary of Defense may by regulation prescribe).

Uniform Police = \$800 (or such higher maximum amount as the Secretary of Defense may by regulation prescribe).

**SECTION 3:** In addition, the Employer will provide to each employee required safety toe boots/shoes or an allowance NTE \$125.00 which will be used to buy a pair of boots/shoes. In all cases, the safety toe boots/shoes will meet AF Personal Protective Equipment (PPE) standards.

**SECTION 4:** All provided uniforms, including boots/shoes, will be replaced on an exchange basis, item for item, when needed, or an allowance will be provided for a replacement.

## ARTICLE 18

### TOOL POLICY

**SECTION 1:** The purpose of this article is to promulgate the policy for accountability, control, and replacement of tools.

**SECTION 2:** Issue of required hand tools, specialized tools, equipment, powered tools, and other similar items will be provided by the Employer at no cost to the employee. Tool calibration will be accomplished, as required, using government resources.

**SECTION 3:** The Employer will designate suitable secure, storage areas for employee tools in or near the shop/work area. When government issued tools or equipment are lost or damaged, the employee to whom issued will not be held liable, except as set forth in Section 4 below. The loss, however, shall be immediately reported to the employee's supervisor who will:

- a. investigate the circumstances surrounding the loss or damage and report the incident to Security Forces as appropriate; and
- b. request a report of survey when appropriate.

**SECTION 4:** Replacement of tools that are lost or stolen due to the employee's negligence will be the responsibility of the employee. An inventory will be made at the time of tool issue.

**SECTION 5:** Employees may be authorized to transport assigned tools by public conveyance and/or privately owned vehicles provided they possess an approved hand receipt.

## ARTICLE 19

### MAKE READY AND CLEAN UP TIME

Employees will be allowed duty time, as needed, to perform incidental duties directly connected with the performance of the job, for example:

- a. securing and returning tools, equipment, and supplies;
- b. changing clothes when the nature of the duties performed require contact with toxic or dangerous materials or dirty work;
- c. necessary cleaning of their work area;
- d. classroom preparation;
- e. putting away files and correspondence;
- f. pre-operation inspections of equipment to be used, and other tasks associated with the nature of the duties performed.

## **ARTICLE 20**

### **EMPLOYEE DEVELOPMENT**

**SECTION 1:** The Employer and the Union agree that the training and development of employees within the unit is a matter of primary importance to the parties. Training courses and materials furnished by the Employer will be distributed on a fair and equitable basis.

**SECTION 2:** A workforce that is current on changing technology, new equipment, and programs contributes to the efficient accomplishment of the mission. It is the Employer's obligation to identify and to provide training necessary to maintain the currency of the workforce. Training conducted while employees are in an overtime status will be reimbursed as required by Federal pay laws and regulations. The Employer recognizes its responsibility to insure that such training is accomplished timely and in an efficient and cost effective manner.

**SECTION 3:** The Employer is obligated to keep employees informed of rules, regulations and policies under which they are obligated to perform. This will include procedural changes to documentation of required forms used in the performance of daily tasks. If new forms or documentation is required in the daily performance of duty, the employees will be provided training on how to correctly fill out the new forms and a copy of the correctly filled out form.

**SECTION 4:** The Employer will, upon request of an employee, suggest or identify training that can aid in achieving defined objectives and goals of the employee and Employer. Upon request, available training programs will be discussed with the employee who would normally be eligible for such training.

**SECTION 5:** When an employee is required to train another employee, the Employer will consider loss of productivity due to training efforts by adjusting workload requirements accordingly.

**SECTION 6:** Employees are responsible for, and may utilize duty time, to keep their eOPFs current and complete to fully reflect total employment experience, training, and education.

**SECTION 7:** The Employer, in accordance with existing regulations, may modify an employee's work schedule to assist the employee in undertaking an outside educational program. In addition, the Employer may authorize duty time for job related study when the mission will allow.

**SECTION 8:** The Employer will endeavor to retrain employees whenever possible to avoid separation due to reorganization or reductions in force to prevent loss of knowledge and experience.

**SECTION 9:** The Employer agrees to extend consideration for the reimbursement of tuition and book expenses incurred by an employee to attend a job related course on his own time. If

approved, partial or full reimbursement will be in accordance with existing policies and regulations. Any training required by the Employer will be accomplished at the Employer's expense.

**SECTION 10:** Training will normally be conducted during daytime hours, generally in weather that is favorable, or in early evening hours during hot weather, except for night training that is required to meet Air Force training requirements. Training will not be scheduled on legal holidays except to meet mission requirements.

a. The Employer agrees to keep employees advised of schools and seminars, when known, at federal, state, and local levels that the employees may attend at the employee's expense, to keep abreast of the changes in technology.

b. The Employer and the Union agree that physical fitness is an intricate part of the agency and that a physical training program would be beneficial to the employees. The Employer agrees to maintain a physical fitness area with safe and proper equipment for the employees.

## **ARTICLE 21**

### **POSITION DESCRIPTION** (also known as Core Document)

**SECTION 1:** A position description (also known as a Core Document) is a written record of the primary duties and responsibilities assigned to a position with a percentage of duty time/workload.

a. Supervisors/employees will review/sign the position description within 30 calendar days of assignment, and annually thereafter.

b. Pen and ink changes to position descriptions will be initialed off by the CPO and supervisor and provided to the employee, as they are made.

**SECTION 2:** Any employee in the unit who believes that his position description is inaccurate may request, through the immediate supervisor, that the position description be formally reviewed. If after reviewing the position description, the employee believes something should be added or deleted, a written request may be submitted by the employee to the immediate supervisor. The employee and supervisor, may in concert, rewrite the position description. The Employer (AFPC) will conduct an audit of the employee's actual duties and responsibilities to determine the proper series, duty description, and duty time/workload percentages for the position description. During AFPC's position review, they evaluate the duties and responsibilities of the position, through supervisor and employee audit questionnaires. Upon completion of the position review, the rewritten position description will be implemented unless the supervisor/employee is dissatisfied with the grade, in which case one reclama is allowed. The supervisor/employee may provide justification for the higher grade requested. The second

classification decision is final. If there is any disagreement over the grade, title or occupational series, the employee may file a classification appeal in accordance with applicable regulations.

**SECTION 3:** The Employer will provide the Union copies of position descriptions covering employees in the bargaining unit upon written request if not available from the employee or supervisor.

**SECTION 4:** Incidental duties unrelated to a position may be assigned on an infrequent and non-recurring basis to accomplish the mission of the organization.

## **ARTICLE 22**

### **PERFORMANCE STANDARDS AND EVALUATION**

**SECTION 1.** Performance standards will be developed as required by applicable laws, rules, and regulations. A performance standard is a statement of expressed level of achievement in terms of the quality, quantity, and/or timeliness, as appropriate that is within the employee's control and necessary to the performance of an employee's job.

a. **QUALITY.** Applicable to work which can be measured in terms of accuracy, excellence, cost requirements, courtesy to the public, or any other way. May be evaluated in terms of how the work is accomplished as well as the results of the work.

b. **TIMELINESS.** Applicable to work which can be measured by the length of time allowed to perform something or in terms of completion dates. Timeliness is a results oriented standard.

c. **QUANTITY.** Applicable to work measured by the amount or percentage of work produced or by how many times something is done.

**SECTION 2.** The position description (core document) for the employee will document the required duties and performance standards of the position. Discussions are normally held at least once each year concerning duties and performance standards for the next rating cycle. The performance standard is a statement expanding the duty. Standards are prepared in the prescribed format and describe how the duty is accomplished and the level considered to be fully successful performance by the employee. They should be observable, measurable, and exceedable. The employee will sign the form indicating awareness of the performance standards; the rater and reviewer will also sign at the beginning of each rating cycle.

**SECTION 3.** In the event that an employee is not in agreement with the applicable performance standards for the position they occupy this dissatisfaction may be discussed with the rater, and if further discussion is necessary, their chain of command.

**SECTION 4.** New employees will receive an appraisal at the end of the first ninety (90) days of employment and annually thereafter.

## **SECTION 5.**

a. Employees will have their performance evaluated based on the following:

(1) Periodic discussions may be held with the employee during the appraisal period to discuss job performance. If during the appraisal period shortcomings in job performance are identified the employee will be notified. The notification will not be delayed until the end of the appraisal period. Such notification will include suggested ways for the employee to improve the quantity and quality of work in order to satisfactorily perform duties at established levels.

(2) Semi-annual feedback is written, discussed, and will occur near the mid-point of the appraisal cycle, and

(3) An annual performance appraisal will be written by the rater and reviewed at a higher level in the employee's chain of command.

b. Prior to the date an employee is eligible for a within grade increase the Employer will review the work of the employee. When that review leads to the conclusion that the employee's performance is not at an acceptable level of competence, the employee will be provided written notification that the within grade increase will be withheld. This will normally be accomplished no less than thirty (30) nor more than sixty (60) days before the eligibility date for the within grade increase and include the following:

(1) The aspect(s) of performance in which the employee does not meet performance standards.

(2) An explanation as to what the employee must do to meet performance standards.

(3) A statement that the employee may file a written request for reconsideration of the decision within fifteen (15) days after receipt of the letter.

c. If the Employer determines that the employee's performance meets standards after a within grade has been withheld, it will be granted, normally at the beginning of the next pay period. Any such notice given as provided above will be removed from the Employee Work Folder (EWF/971).

d. Prior to the date an employee is eligible for a career ladder promotion, the Employer will review the work of the employee. When the review leads to the conclusion that the employee's performance does not meet standards, the following will be provided to the employee:

(1) The aspect(s) of performance in which the employee does not meet performance standards.

(2) An explanation as to what the employee must do to meet performance standards.

(3) A statement that a reasonable period of time, normally not less than sixty (60) calendar days, will be allowed for performance to meet standards.

e. If the employee's performance meets standards prior to the time eligible for a career ladder promotion the notice given the employee will be canceled and removed from the EWF/971.

**SECTION 6.** Duties and performance standards for employees should be similar if the work performed is comparable in responsibilities and skills required provided there are no substantial variations in the working environment which would lead to differences in performance expectations.

**SECTION 7.** An employee's signature on a rating form does not indicate agreement with the rating nor forfeit any rights of the employee.

## **ARTICLE 23**

### **PROMOTION AND PLACEMENT ACTIONS**

**SECTION 1:** This article is designed to provide a uniform and equitable means of selection for promotion and other competitive actions according to merit principles. Qualification, evaluation, and/or selection of candidates will be made without preference to any candidate based upon facts not pertinent to the candidate's qualifications for performing the required work, except as required by law. All merit promotion actions will be taken in accordance with applicable laws, regulations, Merit System Principles and this agreement.

**SECTION 2. USAJOBS:** Is the means to identify candidates for promotion, reassignment or voluntary change to lower grade for all positions being filled through the competitive process. This program screens and identifies competitive candidates who meet the eligibility requirements for consideration.

### **SECTION 3. COMPETITIVE PROMOTION PROCEDURES:**

a. Will apply to selections made by transfer, reinstatement other than from reemployment list, or reassignment to positions with known promotion potential. The following are situations in which employees shall be excluded from consideration through the merit promotion process:

b. Employees who are within the first 90 days of appointment from an OPM register, including appointment by delegated examining or direct hiring authority.

c. Employees having a current appraisal rating of less than fully successful.



d. Candidates whose security clearances have been denied, suspended, or revoked will be removed from merit promotion consideration for positions requiring access to the secret or higher level information. Affected employees will be notified in writing that they will not be considered for positions requiring secret or higher level access as long as their security clearance revocation is in effect.

e. All employees must meet the 52-week time-in-grade requirement as internal candidates. However, employees entitled to Veteran Readjustment Act (VRA) may apply as external candidates to USAJOBS announcements without the 52-week time-in-grade restriction.

**SECTION 4. AREA OF CONSIDERATION:** Except for mandatory priority placement requirements from reemployment and stopper lists, the Employer agrees to give first consideration to qualified applicants who are employees at Sheppard AFB, TX when filling a vacant position. A list of qualified employees will be referred to the selecting official.

**SECTION 5. INTERVIEWS/SELECTION:** If interviews are conducted, selecting official will, at a minimum, interview the top three (3) candidates on the list. When interviews of candidates on a promotion are held, a candidate's declination of an interview will be documented on the promotion list. Telephone interviews are permitted when distance or other factors, such as leave, preclude personal interviews.

a. Employees selected will be released not later than the beginning of the second full pay period after the losing organization is notified of the selection. In rare cases, the losing and gaining organizations may agree to extend this period not to exceed 30 days.

b. The Employer will provide the following information to any non-selected candidate, and the Union upon request:

- (1) Who was selected for promotion;
- (2) The selecting official's reason for the candidate's selection;
- (3) Any records used; and
- (4) In what area, if any, the non-selected employees were considered lacking.

**SECTION 6. REASSIGNMENT AND CHANGE TO LOWER GRADE CANDIDATES:**

Management may non-competitively reassign current employees at Sheppard AFB by mutual agreement of gaining and losing supervisors, or to meet mission requirements. Notification to employees will be made by management with a copy to the Union. The Union's copy will include affected employee(s), current position title, date assigned, tentative effective date of reassignment, projected position title, and employee(s) SCD. The desires of the employee, seniority and the use of volunteers will be considered prior to directing an unwilling employee to accept reassignment. Reassigned employees must meet qualification requirements of the position

to which they are reassigned, unless extenuating circumstances exist and a modification of qualification requirements is made.

**SECTION 7. NON-COMPETITIVE RE-PROMOTION:** Employees who have previously held a higher-graded position on a permanent basis under a career or career-conditional appointment may be non-competitively promoted up to the highest grade formerly held if the employee meets all requirements for promotion. Employees may self-nominate for positions in USAJOBS that meet this criteria.

**SECTION 8. DETAILS AND TEMPORARY PROMOTIONS:**

- a. Placement of an employee into a new position will be in accordance with this Article. A detail is the temporary assignment of an employee to duties not within their job description. A detail does not change the employee's official title, grade, or pay rate.
- b. Details should be consistent with employee qualifications and skills, and without discrimination or personal favoritism. Details should not be used as forms of reward or punishment. Repeated renewals of details, an excessive number of details and prolonged period of details are discouraged.
- c. Details in excess of 30 continuous days will be recorded on Standard Form 50 for inclusion in the employee's official personnel folder. Any detail less than 30 continuous days will be recorded on AF Form 971.
- d. Normally, a temporary promotion instead of a detail will be made when:
  - (1) The employee is fully qualified for promotion; and,
  - (2) The assignment to a higher graded position is expected to last for 120 days or more.
- e. In assigning details, the Employer will consider the employee's personal circumstances.
- f. Attempts to resolve employee's dissatisfaction concerning details will include informal discussions between the appropriate supervisor, employee, and Union representative upon request by any of the above parties.

**SECTION 9. MANDATORY PLACEMENT:** Mandatory placement will be given to employees in accordance with Article 32, Reduction in Force (RIF). Employee declination of an offer at an intervening grade results in termination of consideration at grade level declined and below. If an intervening grade level offer is accepted, mandatory selection for promotion to the former grade will continue.

**SECTION 10. WITHIN GRADE INCREASE (WGI):** Employee within grade increase shall be awarded when the employee has:

- a. Met the waiting period requirement;
- b. A successful performance rating, and
- c. Not received a promotion during the period.

When the employee has met all of the above requirements and fails to receive their within grade increase due to oversight, error, or delay, the increase shall be granted retroactive to the date due.

## **ARTICLE 24**

### **ACTIONS BASED ON UNACCEPTABLE PERFORMANCE**

#### **SECTION 1. COUNSELING TO IMPROVE DEFICIENT PERFORMANCE**

Supervisors should counsel employees about specific performance deficiencies as soon as they arise, document same in the Employee Work Folder (EWF/AF Form 971), and offer appropriate assistance to ensure they meet standards outlined in their position description (core document).

#### **SECTION 2. NOTICE OF OPPORTUNITY TO IMPROVE PERFORMANCE**

a. If at any time an employee's performance does not meet standard(s) in one or more duties, the supervisor will afford the employee, in writing, an opportunity to demonstrate acceptable performance. The notice of opportunity to improve performance will inform the employee:

(1) of the specific instances of unacceptable performance by the employee on which the proposed action is based;

(2) of the duty/duties and performance standard(s) of the employee's position involved in each instance of unacceptable performance;

(3) of a reasonable time, minimum of sixty (60) days (except for positions involving life, health and safety), based on the work requirements of the unit and the nature of the employee's duties and responsibilities, in which to meet performance standards;

(4) how the work supervisor will assist the employee in that effort;

(5) what the employee must do to bring performance to an acceptable level in the period; and

(6) that the employee's performance will be reviewed periodically; normally weekly.

b. During the improvement period, the employee will be given the opportunity to work on those portions of the job that are unacceptable, but not to the exclusion of other work assignments.

### **SECTION 3. ACTIONS BASED ON UNACCEPTABLE PERFORMANCE**

a. An employee may be reassigned, demoted, or removed from the Federal service because they do not meet standard(s) in one or more duties. A decision for such action may be based on instances of unacceptable performance which occurred within a one year period ending on the date of the notice of proposed action.

b. When proposing to take an action under 5 CFR Part 432, the following procedures will be followed:

(1) a 30 calendar day advance notice of the proposed action;

(2) a charge of unacceptable performance. The description of the charge must identify each unacceptable duty and accompanying standard(s) of the employee's position description (core doc) and the specific instances of unacceptable performance by the employee on which the proposed action is based.

(3) ten calendar days to answer the notice of proposed action orally and/or in writing, after receipt of documents under (5) below

(4) representation by a Union or other representative of their choice.

(5) copies of documents relied upon to support the charge; and

(6) a final written decision on the proposal which;

(a) in the case of reduction in grade or removal, specifies the instances of unacceptable performance by the employee on which the reduction in grade or removal is based; and

(b) addresses the efforts that were made to rehabilitate the employee.

c. The decision to take the action must be concurred on by a supervisor (reviewing official) who is in a higher position than the supervisor (rater) who proposed the action, unless proposed by the Squadron Commander or equivalent. The deciding official will be an individual who was not involved in directing the action or did not attend meetings where such a decision was made.

d. The employee will be notified, in writing, when it is decided to cancel the proposed action.

e. A performance-based action may also be taken under 5 CFR, part 752.

## ARTICLE 25

### EQUAL OPPORTUNITY

**SECTION 1:** Discrimination in personnel management is prohibited by several Federal laws. These include:

- Race, color, religion, sex, or national origin, as prohibited under Title VII of the Civil Rights Act of 1964.
- Age, as prohibited under the Age Discrimination in Employment Act.
- Handicapping condition, as prohibited under the Rehabilitation.
- Marital status or political affiliation, as prohibited under any Federal law, rule or regulation
- Sexual orientation; gender identity, parental status, and disability, as prohibited by Executive Order 11478.
- Pregnancy, childbirth, or a medical condition related to pregnancy or childbirth, as prohibited by the Pregnancy Discrimination Act (amendment to Title VII of the Civil Rights Act of 1964).

It is the Employer's policy that total personnel management be accomplished in a manner that is free from discrimination and to provide equal opportunity for all applicants and employees.

The GOAL is to provide a work environment where all civilian personnel can participate and advance to their highest potential and be judged on individual merit.

**SECTION 2. SEXUAL HARRASSMENT:** Sexual Harassment undermines the integrity of the employment relationship. All employees are entitled to work in an environment free from unsolicited and unwelcomed sexual overtures.

Sexual Harassment is a form of sex discrimination that involves unwelcomed sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- a. submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of a person's job, pay or career, or
- b. submission to or rejection of such conduct by a person is used as a basis for career or employment decisions affecting that person, or

c. such conduct interferes with an individual's performance or creates an intimidating, hostile, or offensive environment, or

d. any person in a supervisory or command position uses or condones implicit or explicit sexual behavior to control, influence or affect the career, pay or job of a civilian employee, or

e. any military member or civilian employee makes deliberate or repeated unwelcomed verbal comments, gestures, or physical contact of a sexual nature.

**SECTION 3. TRAINING:** Nominations and selections of employees for training, career development programs, courses and seminars will be made without discrimination.

**SECTION 4. DISCIPLINARY ACTION:** Prohibited discriminatory practices by anyone may be subject to disciplinary or corrective action.

**SECTION 5. MUTUAL CONCERN:** During Labor Management Forum meetings, Employer and Union will, as necessary, discuss matters that contribute to the full elimination of procedures or practices that may result in discrimination.

**SECTION 6. EEO COMPLAINTS:** Employees may grieve an act of discrimination in employment under the negotiated grievance provisions or through the Agency's EEO program under Equal Employment Opportunity Commission rules by filing an EEO Complaint, but not both.

a. The first filing of either a written grievance under the negotiated grievance procedure or a formal EEO complaint will be a firm election of the complaint process.

b. Complainant must contact an EEO counselor within 45 calendar days of the triggering event in order for the complaint to be timely.

**SECTION 7. REPRESENTATION:** An employee may designate a representative for assistance in the Complaint process.

a. A person filing an EEO complaint under the negotiated grievance procedure should refer to Article 9, Grievance, for guidance in securing representation.

b. If the complaint is filed under EEO Commission procedures then the complaint may either represent himself or designate any employee or person to assist as his personal representative. The initial designation and any changes in representation must be made, by the complainant, in writing to the Chief EEO Counselor, Investigator, or DOD Office of Complaint Investigation. If selected, an employee may decline to serve as a representative. When the representative for either party in the complaint process is an attorney, the other party will be notified.

## **SECTION 8. OFFICIAL TIME:**

a. **NEGOTIATED PROCEDURES:** Official time will be granted employees in accordance with Article 6, Section 6, Authorized Official Time, of this Agreement when an issue has been filed under negotiated procedures.

b. **EEOC PROCEDURES UNDER 29 CFR 1614:** Official time will be granted to a personal representative appointed under the EEO complaint procedure in accordance with 29 CFR 1614.605.

## **ARTICLE 26**

### **HOURS, LOCATION AND TOUR OF DUTY**

#### **SECTION 1. STANDARD WORK WEEK:**

a. **WORK WEEK:** The standard work week and tour of duty is 0730-1630, Monday through Friday, unless mission requires a different workweek or the employee is on an approved alternative work schedule.

b. **NOTIFICATION OF WORK HOUR, LOCATION AND TOUR OF DUTY CHANGES:** The Employer will notify the Union in accordance with Article 8, Section 3, of permanent changes in tour of duty, permanent change of duty location, or changes to different hours of duty, unless the mission would be seriously handicapped in carrying out its functions or costs would be substantially increased. The Union may negotiate the implementation when the Employer either establishes a new basic workweek or makes substantial changes to one in existence. The Union agrees to support the Employer in emergency situations concerning changes.

#### **SECTION 2. SHIFT AND TOUR WORK:**

For employees not on a Standard work week, supervisors will post (physically or digitally) or distribute copies of work schedules, to include five (5) consecutive work days, no later than fourteen (14) days prior to the first day of the duty week. The notice should include employee's name, work hours, location, etc. When it is determined that the agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased, then the change of shift will be given to the employee(s) as soon as the need is known.

a. **ROTATIONAL SHIFTS:** When the employer uses shifts to accomplish the mission, rotational changes should coincide with the established duty free days. Rotational changes should not occur more frequently than 40 hours of scheduled work, unless dictated by mission necessity.

b. **SHIFT ASSIGNMENTS:** Shift assignments will normally depend on skill needs from qualified volunteers. If there are not enough volunteers, then assignments will be made on a rotational basis from a list of employees who are qualified, in reverse order of seniority.

Impairment of health, religious obligations or practices, and hardship will be considered and weighed against operational needs.

c. **WEEKEND DUTY**: Weekend duty should be rotated among all qualified employees.

d. **TWENTY-FOUR HOUR SHIFTS**: Shifts for employees who work twenty-four hour tours of duty consist of work time, standby, and sleep. During standby time and within the confines of the base, employees will be permitted to utilize appropriate on-base recreation and rest provided it does not interfere with their response to mission calls.

e. **KELLY DAYS (FIREFIGHTERS ONLY)**: Regular Kelly days may be exchanged by employees as long as the days are within the pay period and a timely request is made to the appropriate supervisor in advance and mission requirements on the requested days are met.

**SECTION 3. ALTERNATIVE WORK SCHEDULES (AWS)**: Work schedules made up of flexible or compressed schedules as defined by Office of Personnel Management (OPM) "Handbook on Alternative Work Schedules."

a. It is understood that the Employer is authorized by law and regulation to establish an AWS. The determination to participate in an AWS will be made by the Group Commander for their group or any part of the group. The reasons for not participating in an AWS will be based on adverse impact. The parties recognize that an AWS will give employees greater control of their time, the ability to balance work and family responsibilities better, and take advantage of educational opportunities.

b. Adverse impact is defined as:

- (i) reduction of the Employer's productivity;
- (ii) a diminished level of services furnished to the public; or
- (iii) an increase in operations cost (other than an administrative cost to process the establishment of an AWS program).

c. Employees may submit written requests to their immediate supervisor to participate in an AWS to be considered by the Group Commander. Attempts to accommodate the employees' requests should be made absent an adverse impact on the group mission or any other group's mission.

d. **IMPLEMENTATION AND EXECUTION OF AN AWS**: If the Group Commander establishes an AWS within their group or any part of the group, the Employer shall:

(1) Notify the Union of the establishment an AWS (and its parameters) in the group as of implementation.



(2) Notify the employees of the decision to establish an AWS, the start date of the AWS implementation, the type of OPM defined AWS being implemented, and all parameters of the AWS (work week, core hours, tour of duty, lunch hour, etc.).

Additionally;

(1) Terms of the AWS should be annotated on the 971 in the Employee's Work Folder and signed/dated by the supervisor and employee.

(2) Disputes over days off and reporting time between employees will be settled initially by seniority and then by rotation thereafter. However, workload consideration will be the overriding factor.

(3) Regular break days may be exchanged by an employee as long as the days are within the pay period and a timely request is made to the appropriate supervisor in advance and mission requirements on the requested days are met.

(4) Employees participating in an AWS will normally remain on the plan elected for a minimum period of (120) days. An attempt should be made to accommodate an individual's request for an exception to this rule on a case-by-case basis.

(5) An employee and the Union will be notified of any modifications to the parameters of an employee's AWS in accordance with Article 8, Section 3.

(6) An employee on a temporary duty (TDY) assignment will follow the work schedule used at the temporary work site.

e. **TERMINATION OF AN AWS:** If the Group Commander determines that a flexible or compressed work schedule has had or would have an adverse impact on the group, or any section within the group, the Group Commander will notify the employee and the Union of their decision to terminate the existing AWS prior to taking any action.

**SECTION 4. TELEWORK:** May be available to employees in accordance with applicable guidance.

**SECTION 5. LUNCH PERIODS:**

a. **DUTY FREE LUNCH PERIOD:** The lunch period, when an employee is entirely free of duties, is not considered duty time for which compensation is paid. It will normally not exceed one hour and should be scheduled sometime around the midpoint of the shift (except where not possible due to Enhanced Training Day [ETD]). Should unusual circumstances prevent the normal observance of a lunch period, the employer will arrange for a substitute to relieve the affected employee.

b. **PAID LUNCH PERIOD:** Where there is more than one (1) 8-hour shift in a 24-hour period and an overlapping of shifts to permit time off for lunch is not possible, employees should

be authorized an on-the-job lunch period of 20 minutes. On-the-job lunch periods require that employees spend their on-the-job lunch at or near their work stations. Under these conditions, the time covered by the 20 minute on-the-job lunch period is compensable. The Employer, subject to availability of facility space, will provide a clean, suitable break or lunch area within the work section when employees are prevented from leaving their immediate work area for lunch or breaks.

**SECTION 6. REST BREAK:** For those employees who are unable to take a short break, as needed, a fifteen minute rest period for each four (4) hours of continuous work may be allowed. In formal training environments, rest breaks may vary to coincide with training schedules.

**SECTION 7. RELIGIOUS OBSERVANCES:** When requested in advance, an employee may be granted short periods of approved leave or leave without pay (LWOP) in order to observe religious holidays.

## **ARTICLE 27**

### **LEAVE**

**SECTION 1. ANNUAL LEAVE:** The following principles shall be followed in scheduling and taking annual leave:

a. Each employee will submit a proposed schedule of leave to be taken during the year to the supervisor prior to the end of January. The employer, or its designee, will prepare a tentative leave schedule not later than 15 February of each year for the employees, de-conflicting duplicate requested dates by seniority. Other leave dates requested during the year that conflict will be approved in the order in which received. The leave schedule will be re-verified by 30 August to ensure that all employees are given an opportunity to use annual leave.

1. Determination as to the time and amount of annual leave which is granted generally should be on the basis of mutual agreement between the employee and immediate supervisor. To the extent permitted by work conditions, each employee will be allowed to schedule an extended period of leave for vacation purposes.

2. Employees are responsible for ensuring that all use or lose leave is scheduled. The leave schedule must provide for all employees to take all leave which would otherwise be forfeit at the end of the leave year. An employee may be expected to use their annual leave as scheduled; however, if this is not possible (because of work related reasons or personal reasons), the Employer and employee will reschedule use or lose leave to avoid forfeiture.

b. Annual leave is subject to prior approval by the immediate supervisor. Application for leave and its approval is made in the electronic leave system.

c. An employee requiring unscheduled annual leave will notify the supervisor prior to the start of the scheduled duty day, under most circumstances, or within two hours after the beginning of duty time on the first day of absence. Requests for unscheduled leave should be granted unless precluded by work circumstances. Employees are responsible for keeping unscheduled leave requests to a minimum.

d. The minimum charge for annual leave is fifteen (15) minutes.

e. In the case of transfer of an employee from one organizational element to another, the Employer will give every possible consideration to approve previously scheduled leave.

## **SECTION 2. SICK LEAVE:**

a. Sick leave is earned in accordance with appropriate directives. Normally medical certification will be required for approval of sick leave for an absence in excess of three (3) days.

1. Employees may use sick leave for medical, dental, or optical appointments and when incapacitated for duty due to sickness, injury, and pregnancy.

2. Sick leave may also be granted an employee that has been exposed to a contagious disease or the illness of a member of the immediate family with a contagious disease. This type of absence requires supporting medical documentation regardless of the length of the absence (Family Medical Leave Act of 1993 and Family Friendly Sick Leave Act of 1994).

b. The Union acknowledges its obligation to promote the proper use of sick leave among employees. However, when an employee is suspected of abusing sick leave, the employee should be counseled concerning the abuse and that abuse may be subject to disciplinary action. The employee may be required to furnish medical documentation that must be administratively acceptable to the Employer. If the situation improves, the requirement may be removed at any time; however, it will be reviewed at least every six months to determine if sick leave abuse has continued prior to extending the need for a doctor's certification.

c. Prolonged Absence. In cases of prolonged absence due to illness, a medical certification from the attending physician must be submitted at intervals of one (1) month unless the initial certificate specifies the length of time the employee will be incapacitated.

d. A maximum of 30 days sick leave may be advanced to an employee in cases of serious illness or disability, including pregnancy, in accordance with applicable regulations.

e. Minimum charge for sick leave is in fifteen (15) minute increments.

f. The parties recognize that the death of a spouse, child, parent, or other close member of the immediate family may result in the incapacitation of the employee and the use of sick leave is appropriate (Family Friendly Sick Leave Act of 1994).

g. Employee or a responsible person acting for the employee will, under appropriate circumstances, contact the proper leave approving official within two hours after the beginning of the employee's normal tour of duty.

h. Sick leave for scheduled medical examinations and appointments will be requested in advance of the required date.

### **SECTION 3. LEAVE FOR PARENTAL AND FAMILY RESPONSIBILITIES:**

a. Absences due to pregnancy may be charged to annual, sick, or LWOP or any combination thereof. Charges to sick leave are authorized only when the conditions of Section 2 above are met.

b. The Employer recognizes that new parents may need time to adjust to a new family member, develop relationships, and provide for additional responsibilities. To assist employees in meeting these needs, the employer will give due consideration to requests for annual, sick leave, or leave without pay when related to the birth or adoption of a child.

**SECTION 4. LEAVE WITHOUT PAY (LWOP):** LWOP is a temporary non-pay status and absence from duty which may be granted. LWOP will be administered in accordance with current policy and guidance. Except for exceptions specified in law (disabled veterans requiring medical treatment, reservists and National Guardsmen, and injury compensation recipients), employees are not entitled to be granted LWOP as a matter of right.

**SECTION 5. EXCUSED ABSENCES:** Excused absences are treated as time worked for all purposes, except that the employee is excused from his regular assigned duties. Excused absences will be granted under the following circumstances:

a. Blood donations: Time may be granted for the employee to donate blood, plus time for travel, up to four (4) hours.

b. For voting in Federal, state and local elections an appropriate amount of excused absence time may be granted when the polls are not open either three (3) hours before or after the regular duty hours of an employee.

c. Court attendance as a witness in the employee's official capacity or serving as a witness where the agency or the United States is a party, in compliance with applicable regulations.

d. Supervisors may approve brief periods of absence up to fifty-nine (59) minutes.

e. Attendance at officially sponsored unit activities is considered duty time. Employees who do not attend may elect to remain in the work place on duty or take leave.

f. Other excused leave may be granted at the Employer's discretion.

## **SECTION 6. ADMINISTRATIVE DISMISSAL:**

Group dismissal or closure may be necessary due to severe environmental disturbances, such as floods, snow or ice storms, tornados, etc. In such situations the Employer may grant excused absence for limited periods. The Employer recognizes that there may be cases of natural disasters that require employees be released from their duties to attend to the damage or destruction of their homes.

**SECTION 7. COURT LEAVE:** Court leave is leave of absence from duty without loss of pay or charge to annual leave to perform jury duty in a Federal, state, or municipal court or to serve as a witness for the United States, a state, or local government.

a. Employees excused for court duty when one or more hours remain in the workday are expected to return to duty unless extenuating circumstances (distance from home, duty station, court, etc.) make returning impractical.

b. Employees will present a copy of their summons to court service to their supervisor immediately upon receipt. Upon completion of court duty, employees will obtain a Certificate of Service from the court clerk and deliver it to their supervisor with a copy to the civilian payroll office.

## **ARTICLE 28**

### **SURVEYS AND QUESTIONNAIRES**

**SECTION 1. ADVANCE COPY TO UNION:** Employer shall have the right to conduct surveys and/or distribute questionnaires. Except in cases beyond the control of local authorities, union will be provided an advance copy of surveys and questionnaires prior to distribution.

**SECTION 2. DUTY TIME/VOLUNTARY SURVEYS:** Surveys and questionnaires will be conducted on employee's duty time. Employees will not be disciplined for refusal to participate in a voluntary survey or questionnaire.

**SECTION 3. CONFIDENTIALITY/EQUIPMENT:** Individual employee response will be confidential, unless the parties agree otherwise. Employer agrees to make a government computer available to any bargaining unit employee who does not otherwise have one for the purposes of taking an agency or agency-sponsored survey or questionnaire, provided such survey or questionnaire is to be completed electronically.

**SECTION 4. SURVEY RESULTS:** The results of surveys and questionnaires, irrespective of whether in-house or third party, will be shared with the Union and bargaining unit employees as soon as possible after completion.

## ARTICLE 29

### AIR FORCE PERSONNEL ACCOUNTABILITY AND ASSESSMENT SYSTEM

**SECTION 1. CONTACT:** If and when the situation arises, Employer will endeavor to contact employees to share information about inclement weather leading to base closure, emergencies, or other real world disasters using the Air Force Personnel Accountability and Assessment System (AFPAAS). To facilitate that effort, Employer and the Union encourage employees to register, update, and verify the currency of their contact information in AFPAAS when asked to do so by Employer during duty hours. In addition to phone numbers, contact information may also include location of employee, identity of family members, and their location for the purpose of immediate assistance.

**SECTION 2. SAFEGUARDING INFORMATION:** Employer agrees to safeguard contact information provided by bargaining unit employees and protect its release in accordance with the terms of the Privacy Act.

**SECTION 3. EQUIPMENT:** Employer agrees to make a government computer available to any bargaining unit employee who does not otherwise have one for the purpose of logging into AFPAAS to register, update, and/or verify their contact information.

## ARTICLE 30

### OVERTIME

**SECTION 1. ASSIGNMENT OF OVERTIME:** The assignment of overtime work is a function of management, and management officials are required to keep overtime work to a minimum consistent with the accomplishment of the Employer's mission. Therefore, supervisors are expected to assign overtime work in such a way as to accomplish work as efficiently and expeditiously as practicable. In no case will overtime be assigned to any employee as a reward or punishment. The assignment of overtime work should be kept to a minimum.

**SECTION 2. EMPLOYEE ASSIGNMENT:** As a general rule, first consideration for overtime will be given to those qualified employees who are currently assigned to the job. Second consideration will be given to those other employees in the skill area who are best qualified to do the job where the overtime is required. In keeping with these considerations, overtime work will be accomplished by volunteers in the appropriate skills required, as far as practicable.

a. In the event an employee does not desire to work overtime, the Employer will attempt to accommodate the employee's request to be excused from overtime work provided that another qualified employee is available for the overtime. If an employee has a scheduled vacation, he should not be required to work overtime unless he volunteers or it is necessary for the employee to perform the duties required and no one else is available.

b. Prior to assigning mandatory Sunday overtime, the Employer will seek qualified volunteers.

c. Employees will be given as much advance notice as possible, normally, at least one week in advance.

d. If an employee is required to work overtime due to the unexpected absence of another employee scheduled to work the shift immediately following that shift, that employee will be relieved as soon as possible, if there is a qualified and available substitute to take the employee's place.

**SECTION 3. COMPENSATION:** Overtime worked will be compensated in accordance with the Fair Labor Standards Act (FLSA), applicable laws, and/or regulations. All employees are entitled to overtime compensation for work authorized and approved by the Employer which is in excess of the normally assigned work shift per day or normally assigned workweek. An employee will be neither compelled nor permitted to work overtime without being provided compensatory time off, credit hours or paid overtime. The parties agree that duty free lunch periods during an overtime assignment are not compensable.

a. Employees who are classified non-exempt under the FLSA should not perform work outside normal working hours unless specifically ordered or authorized by the Employer to do so. If the Employer suffers and permits these employees to work overtime, they must be granted compensation in accordance with law.

b. All employees called in or scheduled to work outside of, and unconnected with their basic workweek, are entitled to a minimum of two (2) hours overtime pay.

c. Employees will not be assigned work to take home without compensation.

d. Employees will be compensated for any partial hour worked in increments of fifteen (15) minutes.

**SECTION 4. COMPENSATORY TIME:** Compensatory time should be used within 26 pay periods after it is earned.

**SECTION 5. RECORDS:** Overtime records will be maintained for two (2) years and will be readily available to provide the Union necessary and pertinent information concerning overtime hours worked to aid in resolving alleged inequities in overtime distribution.

**SECTION 6. TRAVEL:** Travel will normally be scheduled during an employee's regular tour of duty. Employees will be paid for travel during regular duty hours on non-duty days to the extent allowed by law and regulation.

**SECTION 7. ON CALL:** Designated employees are on notice that, if mission needs dictate they may be required to report for duty during their normal off-duty time. In these situations, the

employees are not required to remain at a designated official duty location or their living quarters, but may be required to leave a telephone number where they may be reached, or carry an electronic device for the purpose of being contacted and remain within a reasonable call-back radius of the official duty location. As circumstances may dictate, the designated on-call employee is allowed to make arrangements such that any work that may arise during this on-call period will be performed by another person. Under these conditions, the hours during the on-call period are not hours of work. Employees required to report for duty are compensated according to the applicable pay and overtime rules, but not less than two (2) hours minimum.

**SECTION 8. TELEPHONE CONSULTS:** Employer contact with an off-duty or on-call employee does not trigger compensation unless such contact results in actual work performance by the employee in their principal activities. A telephone consult with an off-duty or on-call employee to address a principal activity triggers overtime payment in 15-minute increments.

## **ARTICLE 31**

### **DISCIPLINARY AND ADVERSE ACTIONS**

#### **SECTION 1. GENERAL**

a. Maintaining discipline is not normally a problem in work environments where reasonable rules and standards of conduct and performance are clearly communicated and consistently enforced; where supervisors set a good example; where aspects of conduct and performance needing improvement are identified in a way that respects the employee's dignity; where employees are treated fairly and are encouraged to improve; and where good performers are recognized. Constructive discipline is preventive in nature and seeks to develop, correct, and rehabilitate employees; to encourage their acceptance of appropriate responsibilities; and to prevent, if possible, situations where there is no alternative but to penalize.

b. For the purposes of this agreement, counseling sessions conducted by management officials with unit employees; or entries on the AF Form 971 recording such counseling; or letters of counseling or warning are not considered to be disciplinary actions. AF Form 971 entries and letters of a derogatory nature will be discussed with the affected employee(s). The employee will be given an opportunity to initial and date the derogatory information. The employee's initials will signify knowledge of, not necessarily concurrence with, the information. Employee rebuttal information can be placed into the AF Form 971 when disciplinary and/or derogatory entries are annotated on this form.

#### **SECTION 2. PRE-PROPOSAL ACTIONS**

a. When the supervisor becomes knowledgeable of a possible or actual infraction of the Employer's rules of conduct, the supervisor may, at their discretion, discuss the matter with the employee and/or investigate. 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. 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.

b. Disciplinary or adverse actions will normally be initiated within sixty days (60) after the incident in question or within sixty days (60) after the Employer knew or reasonably should have known of the incident. In cases where disciplinary or adverse actions may be taken based upon formal investigative or civil actions generated at the Commander's level or third party, the period may be adjusted accordingly. If a delay in affecting the action beyond this time limit is anticipated, the Employer will inform the employee in writing of the reasons for the delay.

**SECTION 3. ORAL ADMONISHMENTS:** An oral admonishment is an informal disciplinary discussion between the Employer and an employee in which the employee is informed that they have been disciplined by receipt of an oral admonishment. The Employer will inform the employee of the reason for the admonishment and the facts that lead the Employer to the conclusion that the action is warranted. Oral admonishments will be recorded on the AF Form 971 and the employee will be afforded the opportunity to acknowledge by initialing the entry. The employee's initials will signify knowledge of, not necessarily concurrence with, the annotation.

#### **SECTION 4. DISCIPLINARY ACTIONS**

a. Letters of Reprimand. A letter of reprimand is a formal disciplinary letter. An employee who is issued a written reprimand is entitled to the specific reasons for the reprimand and the copy of the complete case file upon issuance of the notice.

b. Suspensions of fourteen (14) days or less. An employee against whom a suspension of 14 days or less is proposed is entitled to:

(1) a written proposed notice stating the specific reason(s) for the proposed action and a copy of the complete case file upon issuance of the notice;

(2) fourteen (14) calendar days to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer. This period may be extended upon written request by either party;

(3) representation by the Union or another individual of their choosing (with certain restrictions);

(4) the right to review the material which is relied on to support the reason(s) for actions given in the notice; and,

(5) a written decision. The written decision will inform the employee of the right to grieve the action under the negotiated grievance procedure.

**SECTION 5. ADVERSE ACTIONS:** Adverse actions will be effected in accordance with applicable laws, rules, and regulations, and according to the following procedures. An employee against whom an adverse action is proposed is entitled to:

- a. a thirty (30) calendar day advance notice stating the specific reasons for the proposed action. The thirty (30) calendar day advance notice is not required if there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed and except for furloughs due to unforeseeable circumstances;
- b. fourteen (14) calendar days to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer. This period may be extended upon written request by either party;
- c. be represented by the Union or another individual of their choosing (with certain restrictions);
- d. a copy of the complete case file upon issuance of the notice;
- e. a reasonable amount of official time to review the material relied on to support the proposal, to prepare an answer, and to secure affidavits, if the employee is otherwise in a duty status;
- f. the name of the official designated to hear the employee's oral and/or written response; and that the employee's response will be considered by that deciding official;
- g. a written final decision. The written decision will inform the employee that he or she has the right to appeal to the Merit Systems Protection Board (MSPB), or to file a grievance under the negotiated Grievance Procedure Article, but not both.

#### **SECTION 6. WEINGARTEN RIGHTS**

A. Weingarten rights apply to all disciplinary and adverse actions.

B. Notices of proposed action will include the following language:

5 USC 7114 (a)(2)(B) provides that an exclusive representative shall be given the opportunity to be represented at any examination of an employee by a representative of the agency in connection with an investigation if the employee reasonably believes the examination may result in disciplinary action and the employee requests representation.

## **SECTION 7. DECIDING OFFICIALS:**

- a. The official making the final decision on disciplinary matters will normally be in a higher position than the management official who proposed the action.
- b. After carefully considering the facts, the employee's response, and any mitigating factors, the deciding official may;
  - (1) withdraw the proposed action,
  - (2) institute a lesser action, or
  - (3) institute the proposed action.

## **SECTION 8. PROGRESSIVE DISCIPLINE**

- a. Written reprimands will remain on the individuals AF Form 971 for a period of two years. A supervisor may determine that the 971 documentation in the Employee Work Folder (EWF) of these actions has served their rehabilitative purpose and expunge those records prior to the expiration of the above periods.
- b. For purposes of progressive discipline, the age of prior incidents will be given consideration.

**SECTION 9. FINAL DECISIONS:** A statement will be included on all letters of proposed disciplinary actions and decision letters to the employee indicating their right to determine whether or not the Union will receive a copy of the action letter(s). The following certification will be attached to the proposed and final decision letter(s):

"I DO/\_\_\_\_\_/ DO NOT /\_\_\_\_\_/ DESIRE THAT AFGE LOCAL 779 BE  
FORWARDED A COPY OF THIS ACTION."

---

EMPLOYEE'S SIGNATURE

## **SECTION 10. GRIEVANCES**

Grievances filed as a result of disciplinary or adverse actions will enter as Step 1 of the formal procedures contained in Article 9.

## ARTICLE 32

### REDUCTION IN FORCE (RIF)

#### SECTION 1. GENERAL:

a. A "reduction-in-force" occurs when the Employer releases an employee from his or her competitive level by separation, demotion, furlough for more than 30 days, or reassignment requiring displacement because of lack of work or funds, reorganization, change to lower grade based on reclassification of an employee's position due to erosion of duties when such action will take place after the Employer has formally announced a reduction-in-force will take effect within 180 days, or when the need to make a place for a person exercising re-employment rights requires the Employer to release the employee. Reduction-in-force procedures do not apply to the return of an employee to his or her regular position following a temporary promotion or to the release of a re-employed annuitant. Reductions-in-force do not include the reclassification of a position resulting in a downgrade other than as provided in 5 CFR Part 351 or appropriate regulations.

b. Reductions-in-force will be conducted in accordance with 5 CFR Part 351 or appropriate regulations.

#### SECTION 2. STATEMENT OF PRINCIPLES

a. When the Employer becomes aware of the necessity to conduct a reduction-in-force, it will attempt to minimize the adverse effect on bargaining unit employees through appropriate means as reassignment, attrition, and positive placement efforts.

b. Where possible and practical, any reduction in personnel will be attained through normal attrition and/or by assignments to vacant positions for which the employees are qualified and eligible.

c. When a date is established for issuance of a specific notice of reduction-in-force, the Employer will consider placement opportunities for all RIF or possible RIF employees prior to utilizing outside recruitment and competitive promotion actions to fill vacant positions. Placement from these sources will be made only if it is determined that the intended applicant or promotion eligible has skills or abilities not available from current employees who have been (or will be) adversely affected by RIF.

**SECTION 3. NOTIFICATION:** The Employer and the Union share the common purposes of minimizing adverse impact on bargaining unit employees affected by any reduction-in-force, and of accommodating the administrative needs of the Employer.

a. The Employer will use every good faith effort to notify (in writing) the Union of any reduction-in-force at the earliest possible date in order to negotiate the impact and procedures for

implementation of the reduction. Attendant to the circumstances of the situation prior to the effective date, the period of notice to the Union will be at least 30 calendar days before the notice to the employees or the earliest possible time, whichever provides the most advance notice.

b. Affected employees will be notified in writing at the earliest possible date but not less than 60 calendar days prior to the effective date.

**SECTION 4. DOCUMENTATION:** Following notification of a reduction-in-force, the Employer shall furnish to the Union, all relevant and available documents or information concerning the reduction-in-force, subject to any limitations mandated by law.

**SECTION 5. EFFECTIVE DATES** The Employer shall provide a specific written notice to each employee affected by the reduction-in-force. The notice shall state specifically what action is being taken, the effective date of the action, the employee's total credit for retention, extra retention credit for performance, the competitive level, and competitive area. It shall state why any lower standing employee is retained in his or her competitive level. An extra copy of this notice will be given to the employee should he desire to have Union representation.

**SECTION 6. PERSONNEL FILES:** The Union and Employer will jointly encourage each employee to see that his personnel file and SF-171 are as up-to-date as possible as soon as the RIF or reorganization is announced. The Employer will add to the personnel file appropriate changes or amendments the employee provides. The Official Personnel File, to include the SF-171, will be used to match employees with vacancies.

#### **SECTION 7. OFFER OF POSITION**

a. The Employer shall make a best offer of employment to each employee adversely affected by the reduction-in-force consistent with 5 CFR Part 351 or appropriate regulations. An offer, if made, shall be to a position with either no reduction in grade or pay, or with the least reduction possible in consideration of positions available, employee qualifications, and the retention standing of other competing employees.

b. Employees being reassigned or demoted by reduction-in-force may, within the specified time period for reply, request in writing, assignment to a vacant position at the same or lower grade with any pay retention to which they may be entitled. Any such request shall be answered in writing within fifteen (15) workdays.

c. Trainee positions will be filled at the full performance level to provide positions for employees who may be adversely affected.

**SECTION 8. RESPONSE TO OFFER** Employees shall respond to an offer of employment to another position in writing within the specified time period after receipt of a written offer. Failure to respond within the specified time period shall be considered a rejection of the offer. The specified time period for an employee's response will be ten (10) workdays.

**SECTION 9. COMPETITIVE LEVELS AND RETENTION REGISTERS:** The Employer shall establish competitive levels and retention registers in accordance with applicable laws and regulations. A Union official and the affected employee shall have the right to review competitive levels and retention registers as may be applicable to the employee. All information pertaining to a reduction-in-force shall be maintained by the Employer for one (1) year following the effective date of the reduction-in-force.

**SECTION 10. SEPARATION:**

a. The Employer shall strive to find employment in other Federal agencies within the commuting area for employees who are identified for separation through reduction-in-force. Employees for whom no positions are found will be counseled by a representative of the Employer (AFPC) on the benefits to which they may be entitled, including information concerning early retirement with discontinued service annuity, where applicable. Re-employment lists shall be established for employees who cannot be retained.

b. In a RIF, the Employer will contact the appropriate State Employment Service to obtain available information of training programs for which affected employees may be eligible, and inform them how they may apply.

**SECTION 11. WAIVER OF QUALIFICATIONS:** When the Employer (HR) is unable to offer an assignment, the Employer (supervisor) may waive qualifications of a vacant position, which does not contain selective placement factors for an employee who will be separated due to RIF. This is provided the Employer (supervisor) determines the employee is able to perform the work of the position within 90 days of placement in the organization, and the employee meets OPM minimum requirements.

**SECTION 12. INFORMATION TO EMPLOYEES:** Upon request, the Employer shall provide information needed by employees to understand fully the RIF and how and why they are affected. The Employer shall provide equitable treatment for all employees and make every effort to retain status employees during a reduction-in-force.

**SECTION 13. RETIREMENT:** All retirements are voluntary. The Employer (AFPC) will advise the employee of any prospective retirement rights.

**SECTION 14. COMPETITIVE AREA:** Sheppard Air Force Base is considered the competitive area for RIF purposes.

**SECTION 15. DISPLACEMENT:** The Employer will stockpile vacant positions to reduce the adverse effects on bargaining unit employees who are to be displaced as a result of the RIF.

## **SECTION 16. OUT PLACEMENT:**

a. The Employer agrees that in the event of a RIF, adversely affected employees may be registered in the Department of Defense Priority Placement Program and any other Federal placement program in accordance with applicable policies and procedures. The Priority Placement Program shall be maintained to minimize adverse effects on employees.

b. Employees possessing skills in more than one area will designate those areas in which they wish to be matched for consideration for vacancies in the Priority Placement Program, Reemployment Priority List, or other federal placement programs.

## **ARTICLE 33**

### **CONTRACTING OUT**

**SECTION 1.** The Employer agrees to meet and confer with the Union regarding any study of a function considered for contracting out which affects employees.

**SECTION 2.** Materials available to the Employer on conducting a commercial activity review will be made available for Union use. The Union representative will be invited to local training sessions regarding the contracting out process.

**SECTION 3.** The Union will be kept informed on the progress of commercial activity studies of bargaining unit positions. The Employer will confer, weekly, with the Union while studies are ongoing. Any appropriate negotiations sought at this point will also be concluded prior to proceeding further.

**SECTION 4.** The Employer agrees to meet and consult with the Union on a regular basis during the development and preparation of the Performance Work Statement and to consider the input from employees performing the tasks subject to the commercial activity review.

**SECTION 5.** The Employer will notify and consult with the Union concerning any proposal to contract work that directly affects bargaining unit positions.

a. Notification concerning the above shall occur at least thirty (30) days in advance of the "Invitation for Bid" or a "Request for Proposal for Contractual Services". The Union will have eight (8) days to file written comments. The Employer will respond to the comments within eight (8) days after receipt of such comments. The Employer's response shall include a proposed date, time and place of meeting to be mutually agreed upon with the Union to discuss such topics as:

- (1) the reason for contracting out;
- (2) Union recommendations;

- (3) number of bargaining unit employees to be affected;
- (4) the contract specifications.

b. The Employer agrees to seriously consider the views and recommendations of the Union and to announce a decision in consideration of them before proceeding with the proposal. The parties will work together to insure that the Performance Work Statement (PWS) is complete and accurate.

c. Exceptions to the notification time period for short-notice contracting actions are appropriate, but the Union shall still receive advance notice sufficient for it to respond with comments.

**SECTION 6.** The Employer agrees to meet and consult with the Union on a regular basis to consider the input from employees performing the tasks subject to the commercial activity review. The Union understands this information may be procurement sensitive and agrees to treat it as such.

**SECTION 7.** The Union will be furnished a copy of each invitation for bid (IFB) or request for proposal (RFP) at the time the bids are mailed to bidders. Also, the Union will be furnished dates and times of pre-bid and bid opening conferences and have the right to have a Union representative present.

**SECTION 8.** The Union will be notified when a site visit will be conducted for potential bidders of any function undergoing a commercial activity study which contains bargaining unit employees. A Union representative may attend the pre-proposal conference and site visit held for potential bidders.

**SECTION 9.** After completion of studies, the Employer will provide the Union with appropriate information on decisions affecting unit employees. This includes information on decisions to keep the function in-house or to contract it out.

**SECTION 10.** The Employer will ensure that in-house costs are based upon the same work load and performance standard projections that are in the solicitation contractors use for final bids. The Employer will update in-house costs up to the date before receipt of final firm bids.

**SECTION 11.** If the decision is to contract out:

a. The Employer and Union will meet and confer to assess the impact on bargaining unit employees and to minimize any adverse impacts. If employees are displaced, the Employer will strive to minimize the impact on employees. Maximum retention of career employees shall be achieved by considering attrition patterns and restricting new hires if needed.



b. Employees who are adversely affected by the decision to contract out will be advised of their rights pertaining to the right of first refusal, reduction-in-force (RIF), and severance pay.

**SECTION 12.** The Employer recognizes the "right of first refusal" which provides that the contractor will grant affected employees, displaced by direct result of contracting out, the right of first refusal of employment openings created by the contractor. Rejecting the right of first refusal, because of displacement due to contracting out, shall not deny a bargaining unit employee of any rights they might otherwise have under applicable pre-RIF/RIF procedures.

## **ARTICLE 34**

### **TEMPORARY DUTY (TDY)**

**SECTION 1.** Employees selected for temporary duty will be notified as soon as practical. When short notice (less than ten working days) temporary duty is assigned, reason(s) for the short notice will be provided to the employee.

**SECTION 2.** Prior to an employee being issued travel orders, it will be determined by the Employer if the temporary duty is to a government installation.

a. The use of government quarters during temporary duty assignments by employees is not mandatory but can result in forfeiture of the lodging portion of the per diem allowance for non-use of adequate, available government quarters.

b. Employees that are authorized a government travel payment program credit card will use it for TDY expenses. Employees who are not authorized a government travel payment program credit card may obtain up to 70% travel and per diem advance via direct deposit to their card account.

c. When employees perform temporary duty at a government installation without available government quarters, a non-availability statement must be obtained from the temporary duty lodging office. The non-availability statement must be filed with the employees travel voucher for correct reimbursement of temporary duty expenses.

**SECTION 3.** Should the employee, upon arrival, find that the facilities and quarters are not adequate according to AFI 34-135, the employee should first notify lodging management, who should make an attempt to verify adequacy of quarters. The employee is entitled to a determination as soon as possible, but no later than one workday, as to whether government or contract quarters shall be used.

**SECTION 4.** An employee anticipating a TDY that is concerned with the amount of reimbursement for per diem and travel should inquire at the local Finance Travel Pay Section. The Employer will make every effort to assist the employee in ensuring employees are correctly

reimbursed and endeavor to ensure no administrative errors or omissions are made on TDY reimbursements.

**SECTION 5.** No employee will be required to consume rations or eat in the dining facility except for banquet type situations. When POVs are authorized "in and around mileage" may be claimed and, if approved, reimbursed.

## **ARTICLE 35**

### **DURATION AND EXTENT OF AGREEMENT**

**SECTION 1.** This agreement becomes effective on the date of approval by the Department of Defense and shall remain in effect for three years from the date of approval. It will be automatically renewed for successive periods of one year unless either party gives written notice to the other party of their intent to negotiate a change in this Agreement. Such notice must be received not more than 105 nor less than 60 calendar days prior to the expiration date of this Agreement, and must be accompanied by written proposals for all articles that the party desires to negotiate. When either party gives such notice, the provisions of this Agreement will be honored until a new agreement becomes effective, to the extent provided under the law.

**SECTION 2.** Should any part or 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 of provision of this Agreement shall not invalidate any of the remaining parts or provisions of the Agreement, and they will remain in full force and effect.

**SECTION 3. AMENDMENTS AND SUPPLEMENTS:** Amendments and supplements to this agreement may be proposed for negotiation by either party. However, negotiations of such shall be by mutual consent. If the basis for the proposal is a new law or regulation the proposing party will cite the law or regulation and the affected article(s) of the Agreement. If the parties agree to negotiate the matter they will meet within 30 calendar days and the proposing party will furnish a draft proposal prior to said meeting.

**SECTION 4.** The preceding Articles constitute the entire Agreement, and there shall be no side agreements or understandings, written or implied, other than those embodied in the Agreement. The parties have had full opportunity to raise any and all issues during negotiations, and the Agreement represents the sum total of the terms and conditions which the parties agree to abide by for its duration.

## **ARTICLE 36**

### **GENERAL INFORMATION**

**SECTION 1. ENERGY CONSERVATION AND ENVIRONMENTAL PROTECTION:**  
Conservation of our natural resources (including energy) and environmental protection efforts

are vital issues to all employees. The Union shall assist the Employer in such efforts by encouraging bargaining unit members to:

- a. cooperate with and participate to the fullest extent practicable in Employer-initiated programs designed to conserve energy or preserve environmental conditions;
- b. call to the attention of the Employer, practices, policies, or conditions which contribute to waste or deterioration of our natural resources;
- c. be alert to the possibility of other means of energy conservation or environmental protection other than those initiated by the Employer and submit suggestions for possible base-wide adoption; and,
- d. participate in any other such practice(s) within the employee's capabilities that they may be able to accomplish independently in order to conserve energy or protect and/or preserve environmental conditions.

**SECTION 2. PRODUCTIVITY:** The attainment and maintenance of high standards of work performance, including quantity and quality, are essential to mission accomplishment. Toward this objective, the Union agrees to assist the Employer by encouraging bargaining unit members to seek and achieve their highest potential and productivity in their particular employment situation.

**SECTION 3. DAY CARE SERVICES:** Bargaining unit employees may use the day care facilities at Sheppard AFB, TX, and will pay an equitable rate for those services.

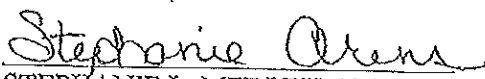
**SECTION 4. CHARITY DRIVE:** The Union agrees to cooperate with the Employer in voluntary charity drives and to lend its support to these causes. In conducting these drives, the parties will be guided by appropriate regulations which provide that no compulsion or reprisals will be tolerated and confidential gifts may be made by placing contributions in sealed envelopes. Contributions will be on a voluntary basis and employees should not be contacted numerous times for contributions. The Employer agrees not to post list of contributors or non-contributors in the work area. Lists will not be kept showing the names of the contributors and amounts of the contributions except those necessary to properly administer the Program.

**SECTION 5. UNFAIR LABOR PRACTICES (ULP):** The Employer and the Union agree to provide advance notification, via FLRA Form 22, to each other prior to filing an unfair labor practice charge. The notice will contain sufficient detail to put the other party on notice of the substance and nature of the charge.


**SECTION 6. PAST PRACTICES:** All past practices are hereby declared null and void.


SIGNED ON THIS 23 DAY OF MAY 2016.

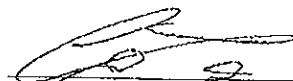
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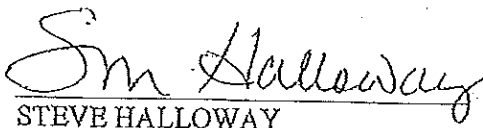
  
STEPHANIE L. MEDLEY-ARENS  
President, AFGE Local 779

FOR THE EMPLOYER:

  
PATRICK J. DOHERTY  
Brigadier General, USAF  
82 TRW/CC

  
MICHAEL H. GENEWICK  
Member, Negotiating Team

  
CARL W. LAMB  
Member, Negotiating Team

  
STEVE HALLOWAY  
President Emeritus

"Approved by the Department of Defense on June 20, 2016"