

COLLECTIVE BARGAINING AGREEMENT



BEALE AIR FORCE BASE, CA

AND

AMERICAN FEDERATION
OF GOVERNMENT EMPLOYEES
AFGE LOCAL 2025

Table of Contents

PREAMBLE	7
ARTICLE 1 - EXCLUSIVE RECOGNITION AND COVERAGE	7
Section 1.1 - General.....	7
Section 1.2 - Included	8
Section 1.3 - Excluded	8
ARTICLE 2 - GENERAL PROVISIONS	8
Section 2.1 - Parties to This Agreement	8
Section 2.2 - Rules, Regulations, and Policies.....	8
Section 2.3 - Additional Agreements.....	8
Section 2.4 - Days	9
Section 2.5 - The Statute.....	9
Section 2.6 - New Employee Orientation (NEO)	9
Section 2.7 - Office Space	9
Section 2.8 – Union Designated Information Space (Bulletin Boards)	10
Section 2.9 - Equipment and Furniture	10
Section 2.10 - Photocopies.....	10
Section 2.11 - Possible Future Charges	10
Section 2.12 - Personal Information Security	10
ARTICLE 3 - RIGHTS OF THE UNION, EMPLOYEES, AND MANGEMENT.....	10
Section 3.1 - Rights of the Union.....	10
Section 3.2 - Employee Rights.....	11
Section 3.3 - Management Rights.....	12
ARTICLE 4 - LABOR-MANAGEMENT RELATIONS COMMITTEE (LMRC).....	13
Section 4.1 - General.....	13
Section 4.2 - Purpose	13
Section 4.3 - Scope	13
Section 4.4 - Representation	13
Section 4.5 - Committee Meetings.....	13
Section 4.6 - Committee Ground Rules	14
Section 4.7 - Other Labor-Management Related Meetings	15
Section 4.8 - Installation Commander and Union President Relationship.....	15
ARTICLE 5 - UNION REPRESENTATION AND SHOP STEWARDS	15
Section 5.1 - Union Officers and Stewards.....	15
Section 5.2 - Officer and Steward Contact List	15
Section 5.3 – Internal Union Election.....	15
ARTICLE 6 – OFFICIAL TIME.....	15
Section 6.1 - Common Interests.....	15
Section 6.2 - Resolution of Reasonable Official Time	16
Section 6.3 - Requesting Official Time	16
Section 6.4 – Union President.....	16
Section 6.5 - Steward Training	17
Section 6.6 - Appropriate Use of Official Time	17
Section 6.7 - Internal Union Business.....	18
ARTICLE 7 - WORK SCHEDULES AND HOURS OF WORK	18

Section 7.1 - Basic Workweek and Workday	18
Section 7.2 - Reporting for Duty.....	19
Section 7.3 - Lunch Periods and Rest Periods (Breaks)	19
ARTICLE 8 - OVERTIME.....	20
Section 8.1 - Selection	20
Section 8.2 - Advance Notice	20
Section 8.3 - Employee Release.....	20
ARTICLE 9 - PREMIUM PAY, IN-LIEU-OF HOLIDAYS, AND DIFFERENTIAL PAY	20
Section 9.1 - Holiday Premium Pay.....	20
Section 9.2 - In-Lieu-of Holidays	21
Section 9.3 - Sunday Premium Pay.....	22
Section 9.4 - Night Shift Differential for Federal Wage System Employees	22
Section 9.5 - Night Pay for General Schedule Employees	22
ARTICLE 10 - LEAVE	23
Section 10.1 – General Provisions	23
Section 10.2 - Sick Leave	23
Section 10.3 - Advanced Sick Leave	24
Section 10.4 - Annual Leave.....	25
Section 10.5 - Advanced Annual Leave	26
Section 10.6 - Family Medical Leave Act (FMLA)	27
Section 10.7 - Leave Without Pay (LWOP)	27
Section 10.8 - Voluntary Leave Transfer Program (VLTP)	28
ARTICLE 11 - STANDBY DUTY AND ON-CALL STATUS	29
Section 11.1 - General.....	29
Section 11.2 - Standby Duty	30
Section 11.3 - On-Call Status.....	30
ARTICLE 12 - WORKERS' COMPENSATION	30
Section 12.1 - General.....	30
Section 12.2 - Benefits	31
Section 12.3 - ECOMP	31
Section 12.4 - Review of Forms	31
Section 12.5 - Detail	32
Section 12.6 - Light Duty.....	32
ARTICLE 13 - HEALTH AND WELLNESS (PHYSICAL FITNESS).....	32
ARTICLE 14 - OCCUPATIONAL SAFETY AND HEALTH	33
Section 14.1 - General.....	33
Section 14.2 - Publicity.....	33
Section 14.3 - Local Activity Committees.....	33
Section 14.4 - Health and Safety Standards.....	34
Section 14.5 - Protective Clothing, Equipment, and Tools.....	34
Section 14.6 - Employee Safety Training	34
Section 14.7 - Repair of Operating Equipment.....	35
Section 14.8 - Toxic or Flammable Vapors	35
Section 14.9 - Temperature Conditions	35
Section 14.10 - Exposure to Hazardous Conditions	35
Section 14.11 - Imminent Danger Situations	35

Section 14.12 - Notification of Dangerous Condition	36
Section 14.13 - Posting of Hazardous Condition.....	36
Section 14.14 - Inspections	36
Section 14.15 - Accident Investigations	36
Section 14.16 - Reporting Hazardous Conditions.....	37
Section 14.17 - Reports to Union.....	37
Section 14.18 - Training for Union Members of Safety Committee	37
Section 14.19 - Union Participation in Field Federal Safety Councils	37
Section 14.20 - Physical Examinations.....	38
Section 14.21 - Notices to Union of On-The-Job Injury/Illness.....	38
Section 14.22 - Work in Remote Areas	38
Section 14.23 - Video Display Terminal Operations.....	38
ARTICLE 15 - ENVIRONMENTAL DIFFERENTIAL PAY (EDP) AND HAZARDOUS DUTY PAY (HDP).....	38
Section 15.1 - General.....	38
Section 15.2 - EDP.....	39
Section 15.3 - HDP	39
ARTICLE 16 - POSITION CLASSIFICATION.....	39
Section 16.1 - General.....	39
Section 16.2 - Supervisor Review of Position Descriptions	39
Section 16.3 - Employee Classification Appeal	40
Section 16.4 - Wage Surveys	41
Section 16.5 - Classification Surveys	41
ARTICLE 17 - EMPLOYEE ASSISTANCE PROGRAM (EAP).....	41
Section 17.1 - General.....	41
Section 17.2 – EAP Contact Information	41
ARTICLE 18 – DRUG DEMAND REDUCTION PROGRAM (DDRP).....	41
Section 18.1 – General.....	41
Section 18.2 - DDRP.....	41
Section 18.3 – Indicators and Trends.....	42
Section 18.4 – Employee rights	43
ARTICLE 19 - EQUAL OPPORTUNITY (EO)	43
Section 19.1 - Policy	43
Section 19.2 - Program Objectives	43
Section 19.3 - Responsibilities of Supervisors	43
Section 19.4 - Responsibilities of Employees.....	44
ARTICLE 20 - REDUCTION-IN-FORCE (RIF).....	44
Section 20.1 - General.....	44
Section 20.2 - Vacancies.....	45
Section 20.3 - Waiver of Qualification Requirements.....	45
Section 20.4 - Retention Registers.....	45
Section 20.5 - Notice to Affected Employees.....	45
Section 20.6 - Grade or Pay Retention.....	46
Section 20.7 - Job Placement and Assistance	46
Section 20.8 - Detailed Employees	46
Section 20.9 - Relocation Expenses.....	46

Section 20.10 - Priority Placement	46
Section 20.11 - Communications	47
ARTICLE 21 - TEMPORARY PROMOTION	47
Section 21.1 - General.....	47
Section 21.2 - Consideration.....	47
Section 21.3 - Promotions Beyond 120 Days	47
ARTICLE 22 - DETAIL.....	47
Section 22.1 - General.....	47
Section 22.2 - Procedures	48
ARTICLE 23 - MERIT PROMOTION	48
Section 23.1 - General.....	48
Section 23.2 - Application	48
Section 23.3 - Union Access to Information.....	48
ARTICLE 24 - PERFORMANCE MANAGEMENT	49
ARTICLE 25 - TRAINING	49
Section 25.1 - General.....	49
Section 25.2 - Job Related Formal Training	49
Section 25.3 - On-the-Job Training (OJT).....	49
Section 25.4 - Personal Development.....	49
ARTICLE 26 - COMMUNICATIONS	50
Section 26.1 - General.....	50
Section 26.2 - Media Access to Union Officials at Union Office	50
Section 26.3 - Surveys	50
Section 26.4 - Entrance to Base or Facilities by Non-Air Force Union Representatives	51
Section 26.5 - Request for Information (RFI).....	51
ARTICLE 27 - TRAVEL (TDY).....	52
Section 27.1 – General.....	52
Section 27.2 – Travel Entitlements.....	52
Section 27.3 – Selection for TDY.....	52
Section 27.4 – Emergencies at Home	53
ARTICLE 28 - VOLUNTARY ALLOTMENT OF UNION DUES.....	53
Section 28.1 – Arrangements for Dues Deductions.....	53
Section 28.2 – Important Events.....	54
ARTICLE 29 - PUBLICIZING THE AGREEMENT	55
ARTICLE 30 - DISCIPLINE AND ADVERSE ACTIONS	55
Section 30.1 - General.....	55
Section 30.2 - Definition and Coverage.....	55
Section 30.3 - Non-disciplinary Counseling.....	55
Section 30.4 - Non-formal Investigatory Interviews and Representational Rights	56
Section 30.5 - Due Process	56
Section 30.6 - Lesser Penalties	56
Section 30.7 - Pre-decisional Agreements and Last Chance Agreements	57
Section 30.8 - Decisions by Appropriate Authority.....	57
ARTICLE 31 - NEGOTIATED GRIEVANCE PROCEDURE (NGP)	57
Section 31.1 - General.....	57
Section 31.2 - Matters Excluded.....	57

Section 31.3 - Disputes and Misunderstanding.....	59
Section 31.4 - Grievability or Arbitrability.....	59
Section 31.5 - Appeals	59
Section 31.6 - Time Limits	59
Section 31.7 - Union Visibility of Non-represented Employees	59
Section 31.8 - NGP	59
Section 31.9 - Grievances between the Employer and the Union.....	61
ARTICLE 32 - ARBITRATION	61
Section 32.1 - General.....	61
Section 32.2 - Arbitrator Selection	62
Section 32.3 - Procedure.....	62
Section 32.4 - Fees and Expenses	62
Section 32.5 - Arbitrator Authority.....	63
Section 32.6 - Witnesses.....	63
Section 32.7 - Scheduling	63
ARTICLE 33 - CHILD CARE	64
Section 33.1 - General.....	64
Section 33.2 - Fees.....	64
ARTICLE 34 - CONTRACTING OUT	64
ARTICLE 35 - PARKING.....	65
Section 35.1 - General.....	65
Section 35.2 - Reserved Parking.....	65
ARTICLE 36 - FIREFIGHTERS.....	65
Section 36.1 - Hours of Work.....	65
Section 36.2 - Kelly-Days.....	66
Section 36.3 - Time Changes	67
Section 36.4 - Trading Time	67
Section 36.5 - Training	67
Section 36.7 - Meal Time.....	68
Section 36.8 - Occupational Safety and Health	69
Section 36.9 - Clothing Allowance.....	69
ARTICLE 37 - PHYSICAL EXAMINATIONS	69
ARTICLE 38 - BARGAINING OPPORTUNITIES DURING THE TERM OF THE AGREEMENT	70
Section 38.1 - General.....	70
Section 38.2 - Matters Appropriate for Consultation or Negotiation	70
Section 38.3 - Notice.....	70
Section 38.4 - Ground Rules.....	71
Section 38.5 - Negotiations.....	71
Section 38.6 - Disputes and Impasses.....	71
ARTICLE 39 - DURATION OF AGREEMENT.....	72
Section 39.1 - Effective Date	72
Section 39.2 – Agency Approval	72
Section 39.3 – Agreement Duration.....	72
Section 39.4 – Agreement Amendments/Supplements.....	72
Section 39.5 – Automatic Renewal of Agreement.....	73

Section 39.6 – Negotiating a New Agreement.....	73
Section 39.7 – Termination of Agreement.....	73
Section 39.8 - Force and Affect	73
APPENDIX 1 - VOLUNTARY LEAVE TRANSFER PROGRAM (VLTP) - SUPERVISOR ENDORSEMENT.....	74
APPENDIX 2 - SUPERVISOR CHECKLIST FOR LEAVE DONOR REQUESTS.....	75
APPENDIX 3 - PHYSICAL FITNESS AGREEMENT	76
APPENDIX 4 - REQUEST FOR APPROVAL OF EDP/HDP	77
BARGAINING TEAMS SIGNATURES.....	79
OFFICAL SIGNATORIES.....	80

PREAMBLE

The public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment to the operations of the Government. Therefore labor organizations and collective bargaining in the civil service are in the public interest based on requirements codified in the Labor Management Statute, Title 5, United States Code (U.S.C.), Chapter 71.

The following Agreement is entered into between Beale AFB, California, hereinafter referred to as the “employer” and Local 2025, American Federation of Government Employees (AFGE), hereinafter referred to as the “union”. This Agreement will apply only to employees defined in Article 1, Section 1.2.

ARTICLE 1 - EXCLUSIVE RECOGNITION AND COVERAGE

Section 1.1 - General

a. The employer recognizes the union as the exclusive representative of civilian employees as codified in the current Certificate of Representation issued by the Federal Labor Relations Authority on 10 February 1995 specific to the 9th Strategic (Reconnaissance) Wing and 26 November 1999 specific to the 940th Air Refueling Wing as copied into section 1.2 below. The union accepts the responsibility for and agrees to represent in good faith the interests of all eligible employees in the unit without discrimination and without regard to membership in the union. The employer and the union agree that employees shall be protected in the exercising of the right freely and without fear of reprisal to join and assist the employee organization or to refrain from such activity. In addition, this agreement does not preclude any employee, regardless of employee organization’s membership, from bringing matters of professional/work related concern to the attention of appropriate officials in accordance with applicable law, rule, and regulation or from choosing his/her own representative in an appeal or grievance action, except as provided in Article 31, Negotiated Grievance Procedure.

b. The parties acknowledge that the existing certificate may be amended/clarified in the future to include employees (as described above) not presently covered by this Agreement. Upon receipt

of a new certification from the Federal Labor Relations Authority, AFGE Local 2025, as the exclusive representative, and BAFB shall meet and negotiate over provisions of this Agreement which affect any additional/new activities being certified. The parties agree to modify this contract or negotiate (through delegation) a local supplement for each new activity to satisfy the requirements of any article of this Agreement.

Section 1.2 - Included

9th Strategic (Reconnaissance) Wing: All Wage Board and Classification Act employees serviced by the Civilian Personnel Office, Beale Air Force Base, California.

940th Air Refueling Wing: All nonprofessional employees of the Department of the Air Force, Air Force Reserve Command, 940th Air Refueling Wing, Beale Air Force Base, California.

Section 1.3 - Excluded

9th Strategic (Reconnaissance) Wing: Managers, supervisors, and employees engaged in civilian personnel work in other than a purely clerical capacity and professional employees, including the GS-1410-9 Librarian at the Base Library.

940th Air Refueling Wing: All professional employees, management officials, supervisors, and employees described in 5 USC 7112(b) (2), (3), (4), (6), and (7).

ARTICLE 2 - GENERAL PROVISIONS

Section 2.1 - Parties to This Agreement

This Collective Bargaining Agreement (CBA) is executed pursuant to the exclusive recognition of the American Federation of Government Employees (AFGE) Local 2025, hereinafter referred to as the union, as the certified bargaining agent for the consolidated bargaining unit of employees defined in Article 1, Section 1.2 and employed by the Beale Air Force Base (BAFB), hereinafter referred to as the employer. In accordance with the provisions of 5 USC Chapter 71, the following articles constitute the collective bargaining agreement entered into by and between the union and the employer.

Section 2.2 - Rules, Regulations, and Policies

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

Section 2.3 - Additional Agreements

- a. The following requirements are applicable to this agreement and to all supplemental, implementing, subsidiary, or informal agreements between the employer and the union.
- b. In the administration of all matters covered by this agreement, the employer and the union

shall be governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Title 5, Code of Federal Regulation (CFR); published agency policies and regulations in existence at the time the agreement was approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level.

c. If any future regulations conflict with this agreement and/or a supplemental agreement, after the effective date of this agreement, this agreement shall govern until the employer and union can negotiate and reach agreement on the topic or issue.

d. The parties agree that the provisions of this agreement, applicable laws, Executive Orders, and regulations shall be applied fairly and equitably to all employees in the unit.

Section 2.4 - Days

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

Section 2.5 - The Statute

References to the statute throughout this Agreement refer to Title 5, United States Code (USC), Chapter 71 (5 USC 71) which is also commonly referred to as the Labor-Management Relations Statute.

Section 2.6 - New Employee Orientation (NEO)

a. The union will be afforded the opportunity to make a presentation during each orientation session for new employees. NEO generally occurs the first Monday of each pay period, begins at 0800 and is usually completed by 1000, in the Civilian Personnel Office (CPO) Conference Room. Generally, the union will meet and brief bargaining unit eligible employees from 0800-0815. If this changes, the employer will provide the union with notice of the new date, time and location. The union official making the presentation will be allowed official time, if otherwise in a duty status, to make the presentation.

b. The union may leave relevant information/literature in a location where the employees leaving the orientation have access to the materials or pass it out as needed during the presentation.

Section 2.7 - Office Space

a. The parties agree that on base office space for the union could be useful in facilitating effective representation of bargaining unit eligible employees. The parties further agree that provision of office space will be given a high priority and that good faith efforts will be made to provide such space.

b. The parties' rights, responsibilities, and considerations are outlined in Supplement Agreement No. 1 to License No. ASAF-ACC-BAEY-16-2-0054 between The United States of America and AFGE Local 2025 commencing 15 January 2016 and ending 14 January 2021.

Section 2.8 – Union Designated Information Space (Bulletin Boards)

The union may post official union bulletins on the general section of the organizational bulletin boards during non-duty hours. The Union will be responsible for posting current material. On a case-by-case basis, the union and management will agree on location and size of the space on the bulletin boards.

Section 2.9 - Equipment and Furniture

The union will provide their own furniture, phones, computers, printers, monitors, cable, internet service, and/or other related items.

Section 2.10 - Photocopies

The union will provide their own copy service at the union's expense.

Section 2.11 - Possible Future Charges

The parties recognize and agree that in the future it may become necessary that the union pay a reasonable rent, lease, or charge for resources described in this Article as determined by the Agency Head, General Services Administration, or other authority.

Section 2.12 - Personal Information Security

The parties will protect all Privacy Act (PA) information and Personally Identifiable Information (PII) IAW current law, rule, and regulation. Information in a physical medium (print or unencrypted disc) shall be safeguarded and kept in a secure area. Digital information must be encrypted if sent to others via email. Safe Access File Exchange (SAFE) may be used to send and receive PA and PII information by accessing the following link:

<https://safe.amrdec.army.mil/safe/Welcome.aspx>.

ARTICLE 3 - RIGHTS OF THE UNION, EMPLOYEES, AND MANGEMENT

Section 3.1 - Rights of the Union

a. The union will be provided the opportunity to be present during formal discussions between management and employee(s) concerning grievances, personnel policies and practices, and matters affecting general working conditions pertaining to employees in the unit. The right of the union representative to be present during such discussion shall be subject to necessary requirements as to security and confidentiality of information. The right of the union representative to be present does not apply to informal discussions between an employee and a supervisor.

b. The union has a right to be present during the examination of an employee during an investigation when the employee reasonably believes the results of the investigation may lead to a disciplinary or adverse action and the employee requests representation.

Section 3.2 - Employee Rights

In addition to the rights afforded employees in 5 USC §7102, the parties agree on the following:

a. Employees have a basic right to representation in matters regarding their working conditions, or in matters that could have an adverse effect on their employment, such as disciplinary actions.

b. The employer will inform all employees of their right to union representation (Weingarten Right) IAW 5 USC §7114(a)(2)(B):

1. At their respective new hire orientation;

2. On an annual basis IAW 5 USC 7114(a) (3) by posting on informational bulletin boards, at the worksite, electronically to the employee's official email address, or other generally acceptable communication method.

c. A union represented bargaining unit eligible employee may request that all communication be made with or furnished to their union representative. When this choice is made, management proceeds under the premise that all communication with the representative reaches the employee. The union will provide management with the union representative's name and contact information.

d. Bargaining unit eligible employees may file a grievance concerning conditions of employment subject to the control of the employer utilizing Article 31 of this Agreement.

e. Bargaining unit eligible employees have the right to fair and equal representation by the union regardless of dues-paying status. The parties agree, however, the union has no duty to represent non-dues paying bargaining unit employees in situations where statutory appeals procedures are available.

f. The Supervisor's Employee Brief (commonly referred to as AF Form 971), is the supervisor's record relating to a subordinate employee. Upon request to the supervisor, employees or their properly authorized representative will be given a copy of identified documents placed in the Supervisor's Employee Brief within 3 work days of the receipt of the request. Employees will be permitted to review the Supervisor's Employee Brief, pertaining to them upon request at reasonable intervals. The employee must make requests for their supervisor to disclose the Supervisor's Employee Brief to a representative in writing. Any other access to the Supervisor's Employee Brief, is limited to persons having an official need to know.

Section 3.3 - Management Rights

In addition to the rights afforded management (employer) in 5 USC §7106, the parties agree that management has the inherent right to direct the workforce in a legal, moral, and ethical manner. More specifically, management has the right IAW 5 USC 7106 to:

(a) Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency—

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

(2) In accordance with applicable laws—

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

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

(C) With respect to filling positions, to make selections for appointments from—

(i) Among properly ranked and certified candidates for promotion; or

(ii) Any other appropriate source; and

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

(b) Nothing in this section shall preclude any agency and any labor organization from negotiating—

(1) At the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

(2) Procedures which management officials of the agency will observe in exercising any authority under this section; or

(3) Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

ARTICLE 4 - LABOR-MANAGEMENT RELATIONS COMMITTEE (LMRC)

Section 4.1 - General

The Labor-Management Relations Committee provides both parties opportunities for problem solving using a team approach for non-binding discussion and information exchange on matters of mutual interest.

Section 4.2 - Purpose

To research, study, discuss, and recommend possible solutions to mutual issues affecting labor-management relations for mission accomplishment and the betterment of the employees, union, and management at Beale Air Force Base (BAFB).

Section 4.3 - Scope

The scope of the LMRC is to educate and inform union officers, stewards, and management officials of the status of labor relations, upcoming events, related issues, and to provide relevant and appropriate training. The scope of the LMRC is not intended to address collective bargaining agreements, contract enforcement, or active grievances.

Section 4.4 - Representation

- a. Union: Four (4) members as determined by the union
- b. Employer: Consistent with Section 4.4(a), the Employer will approve official time for not more than four (4) members to participate on the LMRC. Pursuant to 5 U.S.C. §7131(a), the number of participants during any LMRC session will be equal.

Section 4.5 - Committee Meetings

- a. Meetings shall be held semi-annually on mutually agreed upon dates or more or less frequently as agreed upon by the committee or parties to this contract.
- b. Subject matter experts may be called upon to present information to the committee. Sub-committees may be appointed as necessary.
- c. The LMRC is not an appropriate event to discuss grievances, is not a substitute for bargaining, quick fixes for problems, or a political arena. Individual grievances or complaints will not be discussed or acted upon.
- d. LMRC related events will be conducted during regular working hours.
- e. Reasonable official time will be granted to union officials, without charge to leave, to prepare for and participate in LMRC.

f. The parties shall submit agenda topics to each other 15 days prior to each meeting. A final agenda shall be published 7 days prior to the agreed upon meeting date. Topics not on the agenda will not be discussed, but may be recommended for placement on the following meeting agenda as “new business”. The agenda shall include a brief description of each item to be discussed.

g. The committee shall meet with the installation commander and the union president (or their designees) to provide updates, discuss issues, etc. At a minimum, the committee shall render a written report at the conclusion of each meeting that will be provided to the union president and the installation commander.

Section 4.6 - Committee Ground Rules

a. It is recognized that recommendations growing or developed out of these meetings are not binding on the parties.

b. Recommendations developed by the LMRC do not relieve the parties of their responsibilities under 5 USC Chapter 71, or applicable Collective Bargaining Agreement(s).

c. Topics that could lead to grievances may be discussed. No grievances shall be discussed specifically and no bargaining shall take place.

d. All decisions made by the LMRC, by itself and/or its subordinate entities shall be arrived at by the process of mutual consensus.

e. Each topic shall be discussed fully and action reached before proceeding to another topic or tabled. Where mutually satisfactory decisions are not reached, the topic shall be cancelled, reverting to its proper place in the labor/management relationship – for instance, grievance procedure, negotiations, etc.

f. The LMRC and its members will:

1. Follow an agenda and start and end meetings on time.
2. Read and understand materials, minutes etc. and be prepared to discuss content and issues at meetings.
3. Stay on task; no side conversations.
4. Listen to others and don't interrupt.
5. Make decisions and/or make recommendations based on reliable valid information and data, mission, and business logic, practices, and procedures.
6. Show mutual respect; attack the problem, not the person.

Section 4.7 - Other Labor-Management Related Meetings

- a. The parties may request to meet at any time. At a minimum, the specific issue(s), subject matter, or agenda shall be provided along with the appropriate level of command for the discussion (Flight, Squadron, Group, Wing, etc.), a recommended meeting location, and a recommended meeting time.
- b. The action agent for the union is the union president.
- c. The action agent for the employer is the labor relations officer (LRO).

Section 4.8 - Installation Commander and Union President Relationship

The parties agree that the president of the union and the installation commander may meet from time-to-time on matters of such gravity that immediate action may be warranted. These types of meetings may be arranged directly between the union and the command section. Inclusion of the LRO prior to the meeting is highly encouraged.

ARTICLE 5 - UNION REPRESENTATION AND SHOP STEWARDS

Section 5.1 - Union Officers and Stewards

The employer recognizes the officers and stewards duly authorized by the union. The stewards shall be employees of Beale AFB, be employed in the squadron level or equivalent organization in which the steward provides representation, and shall be recognized as the employee representative for employees in the organization in which they are designated to be stewards. The total number of stewards should not exceed 4% of the total bargaining unit.

Section 5.2 - Officer and Steward Contact List

The union agrees to provide the employer the names of union officers and stewards, their position title, preferred email address, and preferred phone number on an annual basis, when changes occur, or upon request from the Employer.

Section 5.3 – Internal Union Election

The union will notify management within 10 days of the results of an internal union election. An updated officer and steward list shall be provided with the notification.

ARTICLE 6 – OFFICIAL TIME

Section 6.1 - Common Interests

- a. To enhance the efficient conduct of Government business as well as the development and maintenance of an effective labor-management relations program, the employer agrees to grant official time that is reasonable, necessary, and in the public interest for labor-management

relations functions, including those listed below, which do not constitute internal union business as defined in 5 USC §7131.

b. The employer recognizes that duly appointed union officials and stewards may require time away from their normal duties to perform representation, negotiation, and other functions that are in the public interest.

c. Union officers and stewards shall request official time in advance utilizing the leave request function in ATAAPS.

d. The immediate supervisor may approve a reasonable amount of time to accomplish this taking into consideration mission requirements. If the request cannot be accommodated due to mission requirements, workload, or work in progress, the supervisor will communicate an alternate time/day to the representative. The supervisor shall provide this information as soon as possible but not later than 24-hours of the request being submitted.

Section 6.2 - Resolution of Reasonable Official Time

Reasonable time determinations will be mutually resolved between the LRO and the union president.

Section 6.3 - Requesting Official Time

a. The official time leave request will be submitted in advance utilizing the leave function in Automated Time Attendance and Production System (ATAAPS). The request shall include the appropriate payroll code of: a) BA for term negotiations; b) BB for mid-term negotiations; c) BD for labor/management relationships' or, d) BK for grievances/appeals). The representative shall also include a phone number where they can be reached, and a destination (address, building number, or office).

b. The parties recognize that certain emergency conditions or situations (for example, an unplanned, immediate request for representation of an employee invoking Weingarten rights) may necessitate a verbal request from the representative to their immediate supervisor (or designee). At a minimum, the representative shall designate the type of official time requested, departure time, estimated return time, a phone number where they can be reached, and a destination (address, building number, or office). Once complete, the representative shall immediately submit the official time leave request as outlined above.

Section 6.4 – Union President

a. Management recognizes that the union president has obligations that require official time to fulfill the duties of their office. In general, the union president is authorized up to 16 hours each pay period to accomplish these duties. The union president shall request official time using the leave request function in ATAAPS to coordinate specific dates, days, and times in advance.

b. The immediate supervisor may approve the president's specific request taking into consideration mission requirements. If the request cannot be accommodated due to mission requirements, the president will be informed of the earliest possible time when they will be able to leave his/her work site. The supervisor will communicate this as soon as feasibly possible in writing by denying the request in ATAAPS with a full explanation and offering of alternate time and/or date.

Section 6.5 - Steward Training

a. The union will be authorized up to 3 hours of official time every 2nd Thursday of every even month, for appropriate representational training. The training will be of mutual concern to the Air Force and the employee in their union capacity, and must be focused on such representational topics as grievance processing, major changes to the Agreement; Changes to law, rule, or regulation impacting conditions of employment; etc.

Section 6.6 - Appropriate Use of Official Time

The following events, issues, and topics shall be considered appropriate for official time:

- a. Generally, those topics included in 5 USC §7131.
- b. Present grievances at any step of the Negotiated Grievance Procedure as specified in Article 31.
- c. Represent an employee or the union at an arbitration hearing.
- d. Appear as a witness at any step of a grievance.
- e. Appear as a witness at an arbitration hearing.
- f. Attend meetings scheduled by management.
- g. Meet and confer or consult with management.
- h. Represent an employee in appeal hearings covered by statutory procedures.
- i. Represent the union on approved committees authorized by this Agreement.
- j. Represent the union on the DOD wage fixing authority wage survey teams or other approved labor management fact-finding studies.
- k. Be present as an observer in an adverse action proceeding or grievance adjustment where the union is not the employee's representative.
- l. Represent the union in formal discussions involving personnel policies, practices, working conditions, or grievances between bargaining unit employees and management.

- m. Represent the union in investigatory interviews between supervisors and employees.
- n. Participate in informal Unfair Labor Practice resolution proceedings with management officials.
- o. Prepare employee grievances and appeals.
- p. Prepare for meetings scheduled with management.
- q. Assist an employee when designated as their representative in preparing a response to a proposed disciplinary action.
- r. Prepare responses to management-initiated correspondence.
- s. Prepare union grievances.
- t. Assist an employee in preparing a response to any personnel action resulting from a directed fitness for duty examination.
- u. Prepare for arbitration.
- v. Other events, situations, or purposes that are reasonable, necessary, and in the public interest as agreed upon between the parties.

Section 6.7 - Internal Union Business

The parties agree that official time may not be used for the conduct of internal union business to include the solicitation of membership, election of labor organization officials, and collection of dues.

ARTICLE 7 - WORK SCHEDULES AND HOURS OF WORK

Section 7.1 - Basic Workweek and Workday

a. The employer will establish specific work schedules, as necessary, to accomplish the mission IAW 5 CFR §550.103. The employer shall consider employee effectiveness, efficiency, professional development and morale in establishing specific workweek schedules.

b. The employer has the right to establish each employee's workweek to ensure cost effective, efficient, and timely compliance with operational requirements. Subject to these requirements, the Employer, in establishing an employee's schedule, may consider any personal hardship made known by an employee. The Employer may terminate or change work schedules without notice if the Employer determines that it would be seriously handicapped in carrying out its functions or that costs would be substantially increased, in accordance with applicable law and government-wide regulations.

c. Bargaining unit employees may request an available work schedule option in accordance with applicable Air Force policy. Approval may be based on mission requirements along with consideration of other factors to include personal hardship, education, commute times, etcetera.

Section 7.2 - Reporting for Duty

a. Employees have a responsibility to report to work ready, willing, able, and in proper/acceptable attire, promptly at the beginning of their scheduled work period.

b. Except in the case of an emergency, employees will notify their immediate supervisor as soon as possible, but not later than two (2) hours after beginning of the work shift, of the reason that prevented them, or will prevent them, from reporting to work on time. If the employee is incapacitated and/or physically unable to initiate contact himself or herself, then management may accept tardiness or absence notice from an employee's next of kin.

c. When an employee cannot establish positive contact with their first level supervisor, they will attempt to make contact with their next level of supervision, and continue to do so, until a management representative is reached, in order to provide notice. Co-workers cannot be used to relay information concerning tardiness or absence.

d. Tardiness and absence notices, regardless of the circumstances, should be provided verbally by the employee himself or herself directly to a management official. However, employees may use other modes of acceptable modern communication, such as voicemail, email, and/or text, as a secondary method of attempting to provide notice, or when all efforts to verbally contact a management representative have been reasonably exhausted by the employee.

Section 7.3 - Lunch Periods and Rest Periods (Breaks)

a. The parties agree that the standard lunch period is 30 minutes to 1 hour in length. Employees are authorized a lunch period will receive consecutive and uninterrupted time for lunch every workday. A lunch period is a time during which an employee is entirely free from his/her work responsibilities. During this time the employee is considered to be off-duty and is not compensated.

b. Supervisors may schedule short rest periods, not exceeding 15 minutes during each four hours of continuous work, when the employee is not able to leave the work site as needed and the supervisor believes the rest periods will be of benefit to the service and mission. In such instances, supervisors may grant a rest period or break not to exceed fifteen (15) minutes for each four (4) hours of continuous work. Rest periods (breaks) will not be taken in conjunction with the lunch period, at the beginning, or the end of the work day. Employees are compensated during break times.

c. Lunch periods, breaks, or rest periods will not be scheduled to delay the start of the workday or to shorten the workday.

d. In rare circumstances, a lunch period may be modified to support immediate mission requirements.

ARTICLE 8 - OVERTIME

Section 8.1 - Selection

a. All overtime work shall be ordered and approved in advance and is normally applicable to special projects or peak workloads pursuant to mission needs. An emergency situation is the exception to prior approval.

b. Overtime will be distributed as equitably as possible. Consideration for overtime will be from among employees who normally perform the classification and grade controlling duties of positions as determined by the employer. The employer will determine the particular qualifications and skills needed to perform overtime duties. Second consideration for overtime work will be from among employees whose positions are currently classified and graded the same as those given first consideration; but, who do not work under the supervisor responsible for the work.

c. Overtime shall not be distributed or withheld as a reward or a penalty.

Section 8.2 - Advance Notice

In the assignment of overtime, the employer agrees to provide the employee with as much notice as practicable under the circumstances.

Section 8.3 - Employee Release

a. The employee may, upon request, be released from an overtime assignment if additional work would impair their health, have a negative impact on their efficiency, or cause an extreme hardship or another qualified employee is available for; and willing to work the overtime. Note that, if failure to perform the overtime will prevent accomplishment of the mission, the employee is expected to perform the overtime.

b. The employer agrees to maintain accurate records of overtime worked and to make such records available to the union for inspection in the event disagreements arise over the distribution of overtime.

ARTICLE 9 - PREMIUM PAY, IN-LIEU-OF HOLIDAYS, AND DIFFERENTIAL PAY

Section 9.1 - Holiday Premium Pay

a. Work on holidays or days designated as observed holidays will not be required unless the employer determines there is critical need. Efforts will be made to ensure that employees are free to observe holidays.

b. "Holiday work" means non-overtime work performed by employees during their regularly scheduled daily tour of duty on a holiday. This requirement does not apply to tours of duty regularly scheduled on a holiday or on a day designated as an observed holiday for employees engaged in essential services such as Firefighters, Hospital employees or other service personnel.

c. To ensure an equal distribution of holiday work, a volunteer schedule by seniority and by rotation will be followed. If there are no volunteers, a rotation schedule will be followed. Accurate records of holiday work by employees will be maintained by the employer and will be made available to the union upon request.

d. Supervisors must obtain approval in advance from the overtime authorizing official prior to coordinating holiday work with an employee or employees except in the case of an emergency.

e. For each hour of holiday work, employees receive holiday premium pay. Holiday premium pay is equal to an employee's rate of basic pay. Employees who are required to work on a holiday receive their rate of basic pay, plus holiday premium pay, for each hour of holiday work.

f. Employees who are required to perform any work during basic (non-overtime) holiday hours are entitled to a minimum of 2 hours of holiday premium pay.

g. The parties agree to defer to prevailing law, rule, and regulation on this matter which is generally covered by 5 USC §5546.

Section 9.2 - In-Lieu-of Holidays

a. All full-time employees, including those on flexible or compressed work schedules, are entitled to an "in lieu of" holiday when a holiday falls on a non-workday. In such cases, the employee's holiday is the basic workday immediately preceding the non-workday? A basic workday for this purpose includes a day when part of the basic work requirement for an employee under a flexible work schedule is planned or scheduled to be performed.

b. There are two exceptions:

1. If the non-workday is Sunday (or an "in lieu of" Sunday), the next basic workday is the "in lieu of" holiday. (See section 3 of E.O. 11582, February 11, 1971.)

2. If the head of an agency determines that a different "in lieu of" holiday is necessary to prevent an "adverse agency impact," he or she may designate a different "in lieu of" holiday for full-time employees under compressed work schedules. (See 5 U.S.C. 6131(b).)

c. An employee is not entitled to another day off as an "in lieu of" holiday if a Federal office or facility is closed on a holiday because of a weather emergency or when employees are furloughed on a holiday.

d. In some circumstances, supervisors have the authority to identify the in-lieu-of holiday based on mission requirements.

Section 9.3 - Sunday Premium Pay

- a. An employee is entitled to Sunday premium pay equal to 25 percent of his or her rate of basic pay for each hour of Sunday work. For this purpose, Sunday work consists of non-overtime work during an employee's regularly scheduled basic tour of duty (not to exceed 8 hours) that begins or ends on a Sunday. Notwithstanding the normal 8-hour limit, for an employee on a compressed work schedule, all non-overtime hours in the employee's regularly scheduled daily tour of duty beginning or ending on a Sunday constitutes Sunday work. Sunday premium pay is equal to 25 percent of an employee's rate of basic pay.
- b. "Sunday work" means non-overtime regular scheduled tour of duty within a basic workweek when any part of that work is performed on Sunday.
- c. An employee is not entitled to Sunday Premium Pay while engaged in training, except as outlined in 5 CFR §410.402
- d. The parties agree to defer to prevailing law, rule, and regulation on this matter which is generally covered by 5 USC §5544.

Section 9.4 - Night Shift Differential for Federal Wage System Employees

- a. Night shift differential is paid for regularly scheduled work performed at night. This generally means work scheduled before the beginning of the administrative workweek. Overtime hours do not count toward an employee's entitlement to receive a night shift differential.
- b. Night shift differential means the differential paid for work performed when the majority of a prevailing rate employee's regularly scheduled non-overtime hours fall between 3 p.m. and 8 a.m. It is computed as a percentage of the employee's rate of basic pay. "Majority of hours" means a number of whole hours greater than one-half (including meal breaks), e.g., 5 hours of a scheduled 8 hour shift. The night shift differential is paid for the entire shift when the majority of hours fall within the specified periods.
- c. Hours and differential paid:

Shift Hours	Night Shift Differential
3 p.m. to midnight	7½ percent differential
11 p.m. to 8 a.m.	10 percent differential

- d. The parties agree to defer to prevailing law, rule, and regulation on this matter which is generally covered by 5 USC §5545.

Section 9.5 - Night Pay for General Schedule Employees

- a. Night pay is paid for regularly scheduled work performed at night. This generally means work scheduled before the beginning of the administrative workweek. However, night pay is also paid

for night work on a temporary assignment to a different daily tour of duty during the administrative workweek.

- b. Generally, night work must be performed between the hours of 6 p.m. and 6 a.m., including night work under a compressed work schedule.
- c. Night pay is a 10 percent differential paid to an employee for regularly scheduled work performed at night. It is computed as a percentage of the employee's rate of basic pay (including any applicable locality payment or special rate supplement).
- d. The parties agree to defer to prevailing law, rule, and regulation on this matter which is generally covered by 5 USC §5545.

ARTICLE 10 - LEAVE

Section 10.1 – General Provisions

- a. An employee's request to take earned leave will normally be granted as requested, unless the supervisor determines that the employee's presence is required to meet mission requirements.
- b. Employees are encouraged to project leave in advance (at the beginning of the leave year, if the need for leave is known) and apply for leave as far in advance as possible.
- c. Approval or denial of employee leave requests are based on mission requirements at the time the request is submitted. If an employee has sufficient leave to cover the period of absence, and their absence will not negatively impact the mission, then the supervisor shall approve the request.
- d. Leave requests for emergency reasons will be considered on a case-by-case basis. Employees will notify their supervisor as soon as possible of the emergency situation stating the reason for the request and the time they desire to be absent from work.
- e. An employee may cancel previously requested leave at any time.
- f. All leave requests (paid and unpaid) will be submitted via the leave request function (OPM Form 71) in ATAAPS.
- g. Leave entitlements, processes, and procedures not addressed in this agreement will be executed IAW the applicable law, rule, and regulation.

Section 10.2 - Sick Leave

- a. Accrual rates are indicated in the following chart:

Description	Time
Full-time employees	1/2 day (4 hours) for each biweekly pay period
Part-time employees	1 hour for each 20 hours in a pay status
Uncommon tours of duty	(4 hours) times (average # of hours per biweekly pay period) divided by 80 = biweekly accrual rate

b. There is no limitation on the amount of sick leave that can be accrued.

c. Sick leave, if accrued, shall be granted to employees when they are incapacitated for the performance of their duties for reasons of sickness, injury or for medical, dental or optical examination or treatment. Sick leave shall be granted if supported by medical documentation when a member of the immediate family of the employee is quarantined with a contagious disease and the presence of the employee at his/her post of duty would endanger the health of others. Employer approval for medical, dental or optical examination and treatments shall be secured in advance except in unusual circumstances. Normally, notification of incapacitation or other reason for requesting sick leave, which could not be anticipated in advance, shall be made by the employee, IAW Article 7, Section 7.2 - Reporting for Duty.

d. A supervisor may require a medical certificate or other administratively acceptable evidence to support the use of sick leave for absences in excess of three (3) days, or for a lesser period when the supervisor determines it is necessary. Generally, a supervisor will request documentation if they believe there is a leave abuse issue.

e. If there is a reasonable suspicion that sick leave is being abused, the supervisor reserves the right to require a medical certificate or other administratively acceptable evidence for sick leave without advanced notification. However, in such cases, the supervisor will advise the employee, in writing, that documentation will be required to support any future approval of sick leave regardless of duration. At a minimum, the written notice will contain the reasons the employee is being required to furnish documentation, and the expected duration of the review period. An employee must provide administratively acceptable evidence or medical certification within fifteen (15) days of the supervisor's request. If the employee fails to provide the required evidence within the specified time period, he or she is not entitled to sick leave.

f. The certificate must show that the employee was incapacitated for duty the entire period. As a minimum, the health care provider will provide an estimate of the expected date of full or partial recovery. In cases of extended illness medical certificates may be required periodically, if necessary, to establish the employee's continued incapacity to return to duty.

Section 10.3 - Advanced Sick Leave

a. In cases of serious disability or illness, employees may be advanced up to thirty (30) days sick leave. Generally, an advance of sick leave is not granted if it is considered likely that the employee will not return to duty for a sufficient period of time to earn the leave.

b. Employees requesting advanced sick leave to provide care for a family member or for

bereavement purposes may be advanced sick leave in an amount not to exceed the maximum allowable (104 hours per leave year for full time employees).

c. An application for advance sick leave must be supported by medical documentation signed by a physician or health care provider. In all cases, a statement indicating the date the employee is expected to return to normal duties is required.

Section 10.4 - Annual Leave

a. Accrual rates are indicated in the following chart:

Employee Type	<i>Less than 3 years of service *</i>	<i>3 years but less than 15 years of service *</i>	<i>15 or more years of service *</i>
Full-time employees	½ day (4 hours) for each pay period	¾ day (6 hours) for each pay period, except 1¼ day (10 hours) in last pay period	1 day (8 hours) for each pay period
Part-time employees	1 hour for each 20 hours in a pay status	1 hour for each 13 hours in a pay status	1 hour for each 10 hours in a pay status
Uncommon tours of duty	(4 hours) times (average # of hours per biweekly pay period) divided by 80 = biweekly accrual rate.	(6 hours) times (average # of hours per biweekly pay period) divided by 80 = biweekly accrual rate.**	(8 hours) times (average # of hours per biweekly pay period) divided by 80 = biweekly accrual rate.

b. The maximum amount of annual leave an employee may carry forward from one leave year to another is 30 days (240 hours).

c. "Use or lose" annual leave is the amount of annual leave that is in excess of the employee's applicable annual leave ceiling. Any accrued annual leave in excess of the ceiling will be forfeited if not used by the final day of the leave year. Forfeited annual leave may “qualify” to be restored if the leave was forfeited because of an administrative error, exigency of the public business, or sickness of the employee.

d. The use of annual leave is the right of the employee subject to the approval of the supervisor. In addition to workload considerations, the supervisor’s decision to approve or disapprove all annual leave will involve consideration of employee’s expressed desires and personal convenience but will be the decision of the supervisor.

e. Annual leave schedules will be established NLT 31 January of each year to ensure that all employees are given an opportunity to schedule and to use any leave available to them for the year. Employees will be notified by the supervisor NLT 15 February of each year of any problem arising from the initial leave schedules and appropriate action will be taken not later than the last day of February to resolve the problem.

f. Leave for more than thirty (30) calendar days may be scheduled subject to approval for

specific situations.

g. If a request for annual leave is denied, the supervisor will state the reasons for the disapproval on the OPM Form 71 in ATAAPS within one (1) workday.

h. When conflicts in leave schedules occur and the conflicts cannot be resolved by mutual agreement, the employee with the longest service, as determined by service computation date (SCD) as shown on the employee's leave and earnings statement, will be entitled to the requested leave. Employees shall be permitted to exercise this entitlement for all leave scheduled in January each calendar year. Thereafter, request for leave not scheduled in January will be scheduled on a first come, first-approved basis as mission requirements allow.

i. The employer reserves the right to cancel previously scheduled or requested annual leave in accordance with appropriate laws and regulations when mission requirements necessitate such action. Employees will be notified when situations develop which require rescheduling or cancellation of leave with specific reasons for these actions. Employees whose leave is canceled under this section may reschedule their leave in accordance with the above.

j. Once employees have made their leave selection they shall not be permitted to change this selection when such change will disturb the choice of another employee. Employees may be permitted to change their selection when it does not disturb the choice of another employee or is mutually acceptable to employees involved involve subject to approval by the leave approving official.

k. Annual leave for emergency reasons, which could not be anticipated in advance, shall be made by the employee, IAW Article 7, Section 7.2 - Reporting for Duty.

l. If the employer schedules or effects shutdown of activities, a reasonable effort will be made to provide work for employees not having annual leave to their credit. If work cannot be provided for such employees, annual leave may be advanced to the extent determined appropriate by the employer.

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

Section 10.5 - Advanced Annual Leave

a. A supervisor, at their discretion, may advance annual leave to an employee in an amount not to exceed the amount the employee would accrue within the leave year.

b. Advanced annual leave should not be given to an employee when it is known (or reasonably expected) that the employee will not return to duty, e.g., when the employee has applied for disability retirement.

c. The supervisor will consider such matters as mission requirements, the expectation of return to duty, the need for the employee's services, and the benefits to the agency of retaining the employee before granting advanced annual leave.

Section 10.6 - Family Medical Leave Act (FMLA)

a. Federal employees who have completed 12 months of service and have worked at least 1,250 hours within the last year are entitled to a total of up to 12 workweeks of unpaid leave during any 12-month period for the following purposes: 1) The birth of a son or daughter of the employee and the care of such son or daughter; 2) The placement of a son or daughter with the employee for adoption or foster care; 3) The care of spouse, son, daughter, or parent of the employee who has a serious health condition; 4) A serious health condition of the employee that makes the employee unable to perform the essential functions of his or her positions; or, 5) Any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.

b. Under certain conditions, an employee may use the 12 weeks of FMLA leave intermittently.

c. An employee may elect to substitute annual leave and/or sick leave, consistent with current laws and OPM's regulations for using annual and sick leave, for any unpaid leave under the FMLA.

d. An employee must invoke his or her entitlement to FMLA subject to proper notification and medical documentation requirements.

e. The 12 weeks of FMLA will be calculated on an hourly basis and will equal 12 times the average number of hours in the employee's regularly scheduled workweek. If the number of hours in an employee's workweek varies from week to week, a weekly average of the hours scheduled over the 12 weeks prior to the date leave begins will be used as the basis for the calculation.

Section 10.7 - Leave Without Pay (LWOP)

a. In most circumstances, a supervisor has discretionary authority for granting or denying an employee's request for absence using LWOP which is a temporary non-pay status and absence from duty.

b. Generally, LWOP should be granted only when it is apparent that it will result in increased job capability, protection or improvement of the employee's health, or the retention of a desirable employee. Some examples include: 1) For educational purposes when the course of study is in line with work performed within the Air Force and completion of the course would serve the best interests of the Air Force; 2) For protecting the rights and benefits of employees who must relocate because of an emergency family situation; 3) For temporary service with a non-federal or private enterprise when it will contribute to the public welfare or when the experience to be gained will benefit the Air Force; 4) For service with a recognized employee organization; 5) For

protecting an employee's status and benefits pending final action by the Office of Personnel Management (OPM) on a claim for disability retirement, after all sick and annual leave have been exhausted; 6) For recovery from illness or disability not of a permanent nature; 7) For protecting the rights and benefits of employees who request to remain at home to care for a newborn, newly adopted, or sick minor child.

c. LWOP must be granted under the following circumstances: 1) To facilitate FMLA; 2) To cover periods of absence for uniformed service under the Uniformed Services Employment and Reemployment Rights Act; 3) To support disabled veterans for necessary medical treatment; and, 4) To ensure that employees receiving workers' compensation payments from the Department of Labor are NOT in a pay status.

d. Supervisors authorized to approve annual and sick leave determine when requests for LWOP up to 1 year may be granted. LWOP of more than 30 consecutive days must be made a matter of record in the Official Personnel Folder. Supervisors are required to submit a Request for Personnel Action (RPA) through the CPS to the Air Force Personnel Center (AFPC) or a SF 52, *Request for Personnel Action*, to the local CPS prior to granting LWOP of more than 30 days. Initial grants of LWOP may not exceed 12 months.

e. Supervisors will ensure that employees informed about how LWOP affects their entitlement to or eligibility for certain Federal benefits.

Section 10.8 - Voluntary Leave Transfer Program (VLTP)

a. VLTP allows an employee who has a personal or family medical emergency and is without the availability of paid leave, to receive transferred annual leave directly from other employees with the concurrence of management.

b. Employee's with a qualifying condition or situation must initiate (the employee's representative or family member may also initiate the request on the employee's behalf) an OPM Form 630 and provide appropriate medical documentation to support the request to their supervisor.

c. The supervisor will verify and validate the employment information contained in the application. The application must be returned to the applicant if correction or additional information is required. The supervisor must determine that the employee's absence from duty without available paid leave because of the medical emergency is or is expected to be at least 24 hours and is likely to result in a substantial loss of income to the employee because of the unavailability of paid leave. Once the application receives supervisory endorsement (form at Appendix 1), it is forwarded to the Civilian Personnel Section (CPS) within 5 workdays from the date of receipt of the application.

d. Once CPS receives supervisory endorsement, the VLTP approving official and/or the CPS will complete the following actions within 10 days:

1. Disapproved: If the application is disapproved, provide direct written notice to the

applicant that the application has been disapproved and the reasons for disapproval.

2. Approved: A copy of the approved application will be provided to the applicant with copies to the first level supervisor and the civilian payroll office.

A. For approved leave recipients who have agreed to the release of their names, the first level supervisor will arrange appropriate publicity (usually sent via email) to employees of the recipient's organization of assignment to canvass the desire to transfer annual leave to the recipient. Publicity efforts must be consistent for all employees who have approval to receive transferred annual leave.

B. If the donations are insufficient, the supervisor in coordination with the CPS may expand publicity in the following order: 1) Other organizations on the installation; 2) Once advertised for a minimum of 30 days, parent MAJCOM of applicant; 3) Other AF installations; or, d) Other federal agencies.

e. Leave donors will complete OPM Form 630-A or OPM 630-B to their supervisor. Leave donors must have a sufficient number of hours of accrued annual leave in order to donate leave. Donating leave earned in future pay periods is prohibited. The maximum donation of leave is no more than a total of one-half of the amount of annual leave an employee would be entitled to accrue during the leave year in which the donation is made

f. The supervisor will complete the checklist at Appendix 2 and submit it to CPS for processing.

g. A first level supervisor is prohibited from receiving donated leave from a subordinate employee.

ARTICLE 11 - STANDBY DUTY AND ON-CALL STATUS

Section 11.1 - General

a. The parties recognize that, mission requirements may occur after regular duty hours and that a supervisor may place an employee in either a standby or on-call duty status.

b. Further, the union agrees that the employer may establish routine prohibitions regarding alcohol consumption, and may restrict assignment of standby duty or on-call duty due to specific prescription or over the counter drugs, in order to ensure employees maintain the ability to perform work. The employee shall provide the immediate supervisor relevant medical documentation.

c. Supervisors will provide employees with as much advance notice of standby duty and on-call status as possible to include cancellation of this duty or status.

Section 11.2 - Standby Duty

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

b. A finding that an employee's activities are substantially limited may not be based on the fact that an employee is subject to restrictions necessary to ensure that the employee will be able to perform his or her duties and responsibilities, such as restrictions on alcohol consumption or use of certain nonprescription medications.

Section 11.3 - On-Call Status

a. An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work (compensable) if:

1. The employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, must return the call within 15 minutes of receipt, and remain within an hour's reporting time or an otherwise determined and agreed upon reasonable call-back radius or time.

2. The employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another person as agreed upon and as identified in advance to the immediate supervisor.

b. An employee called back to work or renders support will earn a minimum of 2 hours overtime or compensatory time.

ARTICLE 12 - WORKERS' COMPENSATION

Section 12.1 - General

a. The union and the employer agree to work together to protect the employee's benefits that are covered under the Federal Employees Compensation Act (FECA) which provides compensation and medical care for disability due to personal injuries sustained while in the performance of their assigned duties.

b. Worker's compensation procedures fall directly under Department of Labor (DOL). Employees should refer to the current DOL website, or contact the Injury Compensation Program Administrator (ICPA) for processes and procedures. This program is regulated by 20 CFR §10.

c. Traumatic injury means a condition of the body caused by a specific event or incident, or series of events or incidents, within a single workday or shift. Such condition must be caused by

external force, including stress or strain, which is identifiable as to time and place of occurrence and member or function of the body affected.

d. The union and employer agree that employees are entitled to first aid and medical care for an on-the-job injury. When travel is necessary to receive medical care, the injured person may be furnished transportation via emergency medical service if the on scene medical professional determines this to be the best course of action and the injured individual is unable to drive or operate their personal vehicle safely. Medical care is to be provided by any duly-qualified local private physician or hospital of the employee's choice. The employee may be reimbursed for travel and incidental expenses, if approved by the Office of Workman's Compensation Program (OWCP).

e. An employee injured in the performance of duty is considered in a duty status during the time required for initial examination and emergency treatment by a physician or facility authorized to treat employees injured on duty.

Section 12.2 - Benefits

a. To qualify for benefits, the employee or his/her survivors must establish that the injury or death was causally related to his/her employment, or that a pre-existing injury or illness was accelerated or aggravated as a result of employment. In addition, the employee or survivor must submit a claim within three (3) years of the occurrence.

b. To be eligible for Continuation of Pay (COP): 1) An employee must have a "traumatic injury" as defined above which is job-related and the cause of the [disability](#), and/or the cause of lost time due to the need for medical examination and treatment; 2) File Form CA-1 within 30 days of the date of the injury; and, 3) Begin losing time from work due to the traumatic injury within 45 days of the injury.

c. It is the employee's responsibility to report any injury or illness that he/she feels may be job related to the supervisor immediately after the occurrence. Any representation will be IAW 20 CFR Part 10.701.

d. When the employee is incapacitated and unable to notify the employer of injury or illness, it shall the employer's responsibility to initiate the required procedures as soon as they are aware an incident has occurred.

Section 12.3 - ECOMP

Employees may file a claim using the DOL ECOMP website at <https://www.ecomp.dol.gov>. The employee will be required to register with ECOMP in order to file a claim, and will identify their supervisor during the registration process.

Section 12.4 - Review of Forms

a. Supervisors will review forms and assist the employee in completing the claim.

b. An employee or his/her designated representative upon written consent of the employee, will be permitted to review documents relating to his/her claim for compensation which the Office of Workers' Compensation Programs will make available upon request. The employee may be accompanied by his/her designated representative if he/she so desires. Both shall be allowed a reasonable amount of official time for such activities.

Section 12.5 - Detail

a. When an employee is injured on job and/or becomes medically disqualified from his/her current position as a result of an on-the-job injury or illness, the employer shall make positive efforts, in accordance with applicable laws and regulations, to assign such employee limited duties on a temporary basis. An employee detailed in this way, will be given on-the-job training as required.

b. A temporary detail resulting from an injury must comply with the stated medical limitations and restrictions. For a medical documentation to be valid it must be signed by a M.D. This includes a written description with all physical limitations and restrictions that are approved by the attending physician prior to the employees being assigned the duties.

Section 12.6 - Light Duty

All light duty assignments will comply with physical limitations and restrictions prescribed and approved in writing by the physician prior to the employee being assigned the duties.

ARTICLE 13 - HEALTH AND WELLNESS (PHYSICAL FITNESS)

Supervisors may authorize administrative leave during duty hours to employees for physical fitness activities up to 3 hours per week based on mission and workload requirements subject to the limitations of 5 U.S.C. §6329a(b)(1).

a. Participation in the program is strictly voluntary and is limited to 3 hours per week, 60 minutes of exercise time on 3 separate days. Exercise time is considered 'use or lose' and may not be accumulated or carried over to subsequent work days.

b. Exercise is restricted to on-base activities under the purview of the installation commander and employees must be present prior to and/or following fitness time. Fitness time is may be taken in conjunction with the lunch break.

c. Employees cannot be required to participate in group exercises, nor can they be required to undergo annual military physical fitness testing while in a civilian employment status, either voluntarily or involuntarily.

d. Employees engaged in telework shall not take time off to perform fitness activities while teleworking.

e. Time off for physical fitness activities will be coordinated in advance with the immediate supervisor based on a signed agreement (Appendix 3).

f. Employees wishing to participate in a local program must get a statement from a medical provider certifying that physical fitness activities are permitted and identifying any limiting conditions.

g. Employees and supervisors will ensure administrative leave taken in association with this Article is properly recorded in Automated Time Attendance and Production System (ATAAPS).

ARTICLE 14 - OCCUPATIONAL SAFETY AND HEALTH

Section 14.1 - General

The employer agrees to establish and maintain a comprehensive occupational safety and health program, and to make every effort to provide safe and healthful work places and working conditions as required by applicable regulations. The parties agree to cooperate in a continuing effort to avoid, reduce the possibility of, and/or eliminate accidents, injuries, and health hazards in all areas under the employer's control. The employer agrees to comply fully with all provisions of Executive Order 12196 as implemented within DOD and 29 CFR 1960.

Section 14.2 - Publicity

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

Section 14.3 - Local Activity Committees

a. The employer will maintain a Safety and Health Committee. Such Activity committee will be chaired by the Activity Commander or designee. Meetings will be scheduled at least semi-annually on dates scheduled by the chairman. Additional meetings will be held upon mutual agreement of the parties to consider safety matters that arise between the regular scheduled meetings. Two representatives of the union shall be entitled to permanent membership on such committees. In addition, the union will be permitted the presence of a technical advisor on an as-needed basis, provided the request is made at the same time as agenda items are submitted. Activity Official time entitlements to allow representation under this article will be as authorized under Article 6, Official Time.

b. The purpose of such committee shall be to consider occupational safety and health matters brought to its attention, make recommendations thereon to the Activity Commander, and perform such additional tasks as the Commander or the committee chair may direct. The committee may also review matters such as occupational safety and health training programs.

c. Minutes of all meetings will be taken and will be distributed to all attendees.

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

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

e. This section does not preclude a union representative from attending organizational safety meetings below the Activity level.

Section 14.4 - Health and Safety Standards

The parties agree that applicable Air Force regulations and guidance on safety and health are safety standards. In the absence of Air Force regulations and guidance, applicable OSHA standards will govern, and if there is no applicable Occupational Safety and Health Administration (OSHA) standard, nationally recognized sources of health and safety criteria will be utilized.

Section 14.5 - Protective Clothing, Equipment, and Tools

a. The employer agrees to provide to employees any required tools and safety or protective equipment and devices necessary to provide them protection from hazardous conditions encountered during the performance of official duties. Such equipment will be provided as authorized by applicable Air regulations and directives (such as technical orders, Table of Allowances and local supplements thereto, etc.) and issuance shall be strictly governed by criteria contained in those authorities.

b. The union agrees to assist the employer in aggressively publicizing the benefits of the use of protective devices and equipment by employees, and their adhering to good safety practices, policies, and procedures. For any employee whose position requires duties to be performed outdoors in inclement weather, a set of rain gear will be made available to him/her, at no cost to employee. Replacement gear will be provided on a fair wear and tear basis. Gear provided under this Section will be used properly and will only be worn in the performance of official duties.

Section 14.6 - Employee Safety Training

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

Section 14.7 - Repair of Operating Equipment

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

Section 14.8 - Toxic or Flammable Vapors

Where the work is required to be performed in enclosed areas where flammable or toxic vapors may exist, the employer agrees the area will be maintained within acceptable safety parameters as set forth by applicable safety standards or the employer will provide proper breathing apparatus.

Section 14.9 - Temperature Conditions

- a. The parties recognize that temperature conditions in and around work areas can have a direct bearing on employees' comfort, morale, health and safety. In determining the stress that temperature extremes may place upon an individual employee, the personal comfort and health of the employee will be taken into consideration as well as related factors such as wind chill factor, air flow, the work to be performed, and similar considerations.
- b. If the employer's Bioenvironmental Office determines that the effective temperature in a particular work area or site exceeds recognized standards for the degree of work being performed, the employer will take precautionary measure to reduce the risk to employees so exposed. Such measures will include reduction of work being performed, increased frequency or duration of rest periods, etc.
- c. This Section shall apply to both heat and cold exposure situations. Protective clothing for such situations will be provided where authorized in accordance with Section 14.5, above.

Section 14.10 - Exposure to Hazardous Conditions

The employer agrees that methods and operating procedures will be such that personnel will not be unnecessarily exposed to occupational safety/health hazards, except where such exposure is necessary part of the employee's official duties. Employees performing such duties will be compensated in accordance with Article 15, Environmental Differential Pay (EDP) and Hazardous Duty Pay (HDP), and applicable regulations cited therein.

Section 14.11 - Imminent Danger Situations

When an employee, during the course of performance of official duties, believes he or she is exposed to health or safety hazard which presents an imminent danger which may cause death, injury, occupational illness, loss of an extremity or faculty, or major property damage, said employee shall cease the Activity in order to immediately contact the nearest available supervisor. The supervisor shall make an evaluation of the situation and, after discussion with appropriate safety personnel, make a decision as to whether work may proceed.

Section 14.12 - Notification of Dangerous Condition

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

Section 14.13 - Posting of Hazardous Condition

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

Section 14.14 - Inspections

a. Safety and health inspections or surveys will be conducted by the employer as required to maintain a safe and healthful workplace. They will be in accordance with applicable regulations. When a scheduled worksite inspection is conducted by a safety organization external to the Activity, as part of a regular recurring requirement, the union will be notified and given an opportunity to have union representation to accompany the employer's Inspector(s). Where the inspection is conducted by the Activity's Safety Committee the union's permanent member(s) may accompany the inspection team. The union will also be notified upon learning of an unscheduled worksite inspection and given an opportunity to have a union representative accompany the employer's inspector(s).

b. The union agrees to provide, in advance, one primary and alternate phone number at whereby the employer will give notice to the union of an impending inspection of a particular work area. Inspections will not be delayed due to unavailability of the union representative.

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

Section 14.15 - Accident Investigations

When the employer conducts an industrial accident investigation involving or impacting bargaining unit employees, the union shall be permitted, at the employee's request, to meet with the safety and/or management official or officials in charge of such investigation (e.g., prospective witnesses, work practices which may have led to the accident, etc.).

Section 14.16 - Reporting Hazardous Conditions

- a. All employees have the right and will be encouraged by the parties to responsibly report all alleged hazardous situations.
- b. The parties agree that oral reports of alleged hazards from an employee to his supervisor are the most prompt methods of identifying hazards and agree to encourage the use of such oral reports and their informal resolution. Employees may utilize AF IMT 457, USAF Hazard Report, to report such alleged hazards to the Wing Safety Office. Such reports shall be processed in accordance with applicable regulations including 29 CFR Part 1960 where appropriate. Employees filing such hazard reports may request that their identity not be revealed to anyone other than the officials processing the report, and the employer will maintain maximum confidentiality following such request.
- c. Employees that file complaints over alleged health and safety violations under the provisions of 29 CFR Part 1960 are precluded from filing a grievance over the same incident. Health and safety grievances filed by the union or employees will not be affected where other employees file health and safety violations under 29 CFR Part 1960.

Section 14.17 - Reports to Union

Upon request, consistent with 5 USC 7114(b) (4), the union Safety Officer shall be advised by the employer of any action taken as the result of a hazard report filed under Section 14.16, above. If the inspections resulted from a hazard report filed under Section 14.14, above, and the employee who filed the report is not satisfied with the action taken, the report of alleged hazard may be further processed as deemed necessary.

Section 14.18 - Training for Union Members of Safety Committee

The employer, to the extent provided in applicable regulations, agrees to offer the following training for the union's permanent representatives on the Activity Environmental Safety and Occupational Health Committee to enable such representatives to participate fully in the Activity's safety and health program aimed at assuring a safe and healthful work environment: Supervisor Safety Training (SST), Unit Safety Representative Training and seats in any safety or health course that is sponsored by the installation. Such training shall be provided without loss of pay or charge to leave for specified union representatives.

Section 14.19 - Union Participation in Field Federal Safety Councils

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

Section 14.20 - Physical Examinations

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

Section 14.21 - Notices to Union of On-The-Job Injury/Illness

The employer shall ensure local notification procedures are established for timely union notification in the event of an on-the-job injury/illness. In the event of a serious injury/illness or death, union notification to include name of the employee involved, will occur after contact has been made with the employee's emergency addressee.

Section 14.22 - Work in Remote Areas

When work is required to be accomplished in enclosed or remote spaces where unobserved injury or illness may occur, the provisions of Section XX.10 shall apply.

Section 14.23 - Video Display Terminal Operations

- a. The employer will provide employees, whose duties require them to operate video display terminals for prolonged periods, a safe and healthy environment as determined by the base Bioenvironmental Office in accordance with laws, rules, and regulations.
- b. Employees working at video display terminals, cash registers or any other stationary position will be afforded the option to sit or stand.

ARTICLE 15 - ENVIRONMENTAL DIFFERENTIAL PAY (EDP) AND HAZARDOUS DUTY PAY (HDP)

Section 15.1 - General

- a. The union and the employer have a shared objective to eliminate or reduce to the lowest level possible - all hazards, physical hardships, and working conditions of an unusually severe nature.
- b. The parties agree to work together to provide the best possible work environment for the safety and wellbeing of the employee.
- c. If an unusually severe nature of the hazards, physical hardships, or working conditions, cannot be overcome; an environmental differential determination may be authorized.
- d. Current conditions will always be considered in the assignment of duties.
- e. When an employee, union official, or member of management identifies a condition that may warrant coverage under appropriate categories of Environmental Differential Pay (EDP) or Hazardous Duty Pay (HDP) they may initiate a request to CPO for consideration.

f. Administration of EDP/HDP will be in accordance with all applicable laws, rules and regulations. EDP/HDP may be authorized IAW 5 CFR §532 and 5 CFR §550 respectively.

g. The union will be permitted to designate one representative to serve on any committee which may be established with respect to environmental or hazardous pay.

h. All disputes over the payment of environmental differential pay will be resolved through the negotiated grievance and arbitration procedure.

Section 15.2 - EDP

a. EDP may be paid to Wage Grade (WG) employees under the Federal Wage System for actual exposure to various degrees of hazards, physical hardships and working conditions of an unusual nature.

b. Supervisors will submit the form at Appendix 4, Request for Approval of EDP/HDP to CPO for further review and processing.

Section 15.3 - HDP

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

b. Supervisors will submit the form at Appendix 4, Request for Approval of EDP/HDP to CPO for further review and processing.

ARTICLE 16 - POSITION CLASSIFICATION

Section 16.1 - General

Job descriptions will be written to include the supervisory controls, principal duties and responsibilities and any unusual working conditions of an employee's position which may affect the position classification or recruitment. The important and representative tasks which make up the principal duties will be described in detail sufficient for classification purposes.

Section 16.2 - Supervisor Review of Position Descriptions

a. Any principal duties, other than those described in the employee's official position description, which are officially assigned and are performed for a significant portion (estimated to be 25% or more) of the employee's work times or require significantly different qualifications and which are expected to be performed on a regular and recurring basis, may constitute a change in an employee's job.

b. The supervisor's written description of new principal duties will normally be completed within 30 days from the date the questioned duties are brought to the attention of the appropriate management official.

c. Job audits will normally be completed within 30 days from the date the written description of duties is received from the appropriate management official contingent upon workload and higher priorities which take precedence. When one or more principal duties described in an employee's official position description are no longer assigned and performed by the employee, this may also constitute a change in an employee's position. Under these conditions the supervisor should prepare a written description of new duties and request that a job audit be performed.

d. The employer is responsible for the accuracy of position descriptions. If an employee has any questions about his/her position description or feels that certain types of principal duties are regularly being assigned but are clearly not in his/her position description or are unrelated to his/her specialty or trade, he/she will attempt to resolve the matter with his/her supervisor. If the supervisor cannot resolve the matter, the employee may request an appointment to meet jointly with the employee's supervisor and a representative of the Civilian Personnel Office. The Employer, or its designee, will arrange for the joint meeting.

Section 16.3 - Employee Classification Appeal

a. An employee has the right to appeal the classification of the position to which they are officially assigned at any time to the Department of Defense (DOD) or the Office of Personnel Management (OPM). The following may be appealed:

1. A change in grade
2. A change in occupational series
3. The title of the position
4. A change from General Schedule (GS) to Federal Wage System (FWS)
5. A change from FWS to GS.

b. An employee cannot appeal the following:

1. Assigned duties and responsibilities
2. Details
3. Standards or guides used to classify the position
4. Proposed decisions or actions

5. Previous appeal decisions
6. Classification of another employee's job
7. Content or accuracy of the official position description

c. If the need arises, CPO will advise employees on the appeal procedure.

Section 16.4 - Wage Surveys

The employer agrees to notify the union of a pending wage grade survey upon receipt of notice that a survey is to be made.

Section 16.5 - Classification Surveys

When a classification survey involves bargaining unit employees, the union is permitted to have an observer present at the opening of the survey. The union will be notified in advance of periodic full-coverage surveys.

ARTICLE 17 - EMPLOYEE ASSISTANCE PROGRAM (EAP)

Section 17.1 - General

The parties recognize that personal problems can affect the lives of employees at home and at work and that it is in the best interest of the parties to provide counsel and advice to employees within our capabilities and to offer EAP as a resource available to employees on a voluntary basis.

Section 17.2 – EAP Contact Information

Telephone: (800) 262-0364

Internet: www.FOH4you.com

ARTICLE 18 – DRUG DEMAND REDUCTION PROGRAM (DDRP)

Section 18.1 – General

The parties recognize alcoholism and drug abuse as illnesses which are treatable. Recognition and treatment to prevent misconduct, poor attendance, and/or unsatisfactory performance is in the best interest of both parties.

Section 18.2 - DDRP

a. The employer will maintain a DDRP which will provide for referral of employees to a counselor for problems involving alcoholism or drug abuse.

b. The program includes random testing, reasonable suspicion testing, accident or safety mishap testing, voluntary testing, and consent testing (as part of or as a follow-up to counseling or drug abuse treatment) to deter employees from the use of illicit drugs (including alcohol) and to identify employees for treatment and administrative actions.

c. Employees who voluntarily seek assistance with substance abuse issues may not be under threat of disciplinary action if they adhere to the requirements of the "Safe Haven" criteria.

Section 18.3 – Indicators and Trends

a. When there are increasing incidents of misbehavior or deteriorating work performance involving a bargaining unit employee, the Employer, or its designee, may take the following actions:

1. Counsel the employee in private.

2. Discuss the job, standards of performance, and the issue at hand.

3. Explain the misbehavior and/or unacceptable performance. Tell the employee what must be done to improve behavior or performance, set a reasonable time limit for improvement, and offer personal help.

4. Explain that the employee should resolve personal problems, i.e. marital, family, financial, legal, spiritual, or drug or alcohol abuse, which may be affecting his/her behavior and/or job performance.

5. Document the discussion on AF Form 971 (Supervisor Employee Brief) in pencil and ensure employee initials and dates acknowledging receipt/conversation.

b. If the misbehavior or deteriorating work performance of the employee has not improved after the time for improvement has expired, the supervisor will take the following actions:

1. If the supervisor has good reason to believe the cause of the problem is not drug or alcohol related, he/she should recommend that the employee seek appropriate help, such as financial, marital, legal, spiritual counseling and recommend EAP from Article 17.

2. If the supervisor has reason to suspect the misconduct is drug or alcohol related, they shall contact CPO to determine the path forward up to and including possible Alcohol and Drug Abuse Prevention and Treatment (ADAPT) program referral.

3. In both of the above situations, the supervisor will document the discussion on AF Form 971 (Supervisor Employee Brief) in pencil and ensure employee initials and dates acknowledging receipt/conversation.

Section 18.4 – Employee rights

Nothing in this article will prevent employees from availing themselves of the program's services on their own initiative.

ARTICLE 19 - EQUAL OPPORTUNITY (EO)

Section 19.1 - Policy

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

Section 19.2 - Program Objectives

The parties agree that they will give full support to the equal opportunity policy and program objectives established by EEOC directives, Air Force regulations, and this agreement. The employer will establish plans and programs to attain the Air Force objectives. The policy and program objectives the parties will work aggressively and effectively to attain are that:

a. All personnel actions and employment practices will be in compliance with this contract and appropriate regulations.

b. All activities and services operated, sponsored, or participated in by the employer are not segregated, and that their use will be determined in accordance with the law and government wide regulations.

c. Complaints of discrimination are given prompt and fair consideration, and that every effort is made to provide for just and expeditious resolution of each complaint.

d. Persons who allege discrimination or who participate in the presenting of such complaints are free, from restraint, interference, coercion, discrimination, or reprisal.

e. CPO will provide command EO data to the union upon request, if available.

Section 19.3 - Responsibilities of Supervisors

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

a. Treat all employees fairly in all matters affecting or related to employment.

b. Implement, by action and deeds, the commander's commitment to and support of the Air Force EO program.

Section 19.4 - Responsibilities of Employees

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

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

ARTICLE 20 - REDUCTION-IN-FORCE (RIF)

Section 20.1 - General

- a. At the earliest possible date, and prior to notification of affected employees, the employer will notify the union of the proposed implementation date of a reduction-in-force and/or transfer of function.
- b. The employer agrees to provide the following information as soon as it is available to the union:
 1. The reason for the Reduction-In-Force (RIF) or transfer of function.
 2. The numbers, types, and grades of employees involved.
 3. The anticipated effective date of the action.
 4. Additional information requested by the union will be provided by the employer when available and in accordance with applicable laws and regulations.
- c. The union may request negotiations on impact and implementation within ten (10) days after receipt of notification.
- d. The union will appoint one representative who will be permitted to be present during the “mock” RIF, have access to the results, and be able to review RIF notices and placement actions issued by the Civilian Personnel Office.
- e. All persons who have access to RIF information will maintain the confidentiality of the information until such information is officially announced.
- f. Representative(s) designated in accordance with this Section are allowed to discuss the RIF and information pertaining thereto with the local union president.

Section 20.2 - Vacancies

- a. In the event of a reduction-in-force, existing vacancies will be utilized to the maximum extent possible to place employees in continuing positions in order to minimize adverse actions and reduce separations.
- b. The employer shall request that HQ USAF through the major command contact the Office of Personnel Management (OPM) to request that the latter determine whether or not the agency is undergoing a major reduction in force for the purpose of authorizing voluntary retirements under 5 USC Chapter 71.
- c. At such time as a reduction-in-force has been announced, the employer shall meet individually with affected employee eligible for optional or involuntary retirement and with those who request to have benefits explained.

Section 20.3 - Waiver of Qualification Requirements

- a. The employer, consistent with mission requirements, shall make a maximum effort to waive qualification requirements in assignments to vacant positions during reductions-in-force.
- b. Employees whose qualification requirements were waived and placed in a position with different duties from those previously performed will receive job-related training as determined by the supervisor.

Section 20.4 - Retention Registers

- a. Retention registers shall be established and employees shall be ranked based on periods of assessed performance, followed by the retention factors of: performance rating of record, tenure group, performance average score, veteran's preference, and DoD Service Computation Date-RIF (DoD SCD-RIF).
- b. An employee affected by RIF (or his/her designated representative) has the right to inspect reduction-in-force records pertaining to the employee's individual action.

Section 20.5 - Notice to Affected Employees

- a. The employer shall provide a written notice to each employee affected by a change to lower grade or separation in a reduction-in-force at least 60 days prior to the effective date.
- b. The notice shall state what action is being taken, the effective date of the action, the employee's service computation date, sub-group, competitive area, competitive level and rights of appeal with any time limits.

Section 20.6 - Grade or Pay Retention

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

Section 20.7 - Job Placement and Assistance

a. If it is not possible to place all employees without reductions in grade or separations within the local area, the employer will establish appropriate contact with non-DOD Federal agencies, state and local governments, and with private employers who may provide a source of employment for displaced employees.

b. Such contact may include the local office of the State Employment Service to solicit placement assistance and to determine if affected employees are eligible for training at government expense under applicable laws and regulations.

c. Any career or career conditional employees who are separated because of reduction-in-force will be placed on a reemployment priority list in accordance with applicable rules and regulations, and such employees will be given preference for rehiring in temporary and permanent positions for which they are qualified.

d. It is understood that the acceptance of temporary employment will not alter an employee's right to be offered permanent employment.

Section 20.8 - Detailed Employees

Details necessary during reduction-in-force or transfer of function will be in accordance with this Agreement. Employees on detail will not be released from the position of detail but rather the employee's permanent position.

Section 20.9 - Relocation Expenses

a. The employer agrees to pay relocation expenses from employees affected by RIF or by transfer of function as allowable under appropriate regulations.

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

Section 20.10 - Priority Placement

For employees who do not wish to transfer with their function, the employer will make every effort to find a position in accordance with Department of Defense (DOD) priority placement programs.

Section 20.11 - Communications

- a. The employer will periodically update the union on the status of the reduction-in-force and/or transfer of function.
- b. Employees who are downgraded as a result of reduction-in-force will be entitled to appropriate priority promotional consideration in accordance with current law, rule, and regulation.

ARTICLE 21 - TEMPORARY PROMOTION

Section 21.1 - General

When an employee is temporarily promoted to a higher graded position or the grade controlling duties of a properly classified higher graded position, the employee shall receive the rate of pay of that position commencing the beginning of the next pay period. The employees must be qualified to fill the position on a permanent basis.

Section 21.2 - Consideration

First consideration shall be given to qualified applicants that work at Beale AFB, in accordance with government wide regulations and applicable laws.

Section 21.3 - Promotions Beyond 120 Days

Temporary promotions for more than one hundred twenty (120) days shall be filled through the competitive process as outlined in Article 23, Merit Promotion, of this Agreement and applicable law, rule, and regulation.

ARTICLE 22 - DETAIL

Section 22.1 - General

A detail exists when an employee is temporarily assigned to perform duties which are of a higher or lower grade; or which require different qualifications; or in which different skills or experiences will be obtained. The assignment may be:

- a. To an established position, or to duties identical to an established position.
- b. To duties and responsibilities which have not been documented and rated by appropriate position classification standards. Such duties may be in lieu of, or in addition to, those covered by the employee's permanent position.
- c. If the period of a proposed detail to a position with known growth potential is expected to exceed 120 days, the detail will be processed competitively as a temporary promotion.

d. Details shall be fairly and equitably distributed among employees with requisite skills.

e. It is understood that qualifications and requisite skills are determined by the employer (CPO).

Section 22.2 - Procedures

a. A detail to a position that is identical to the employee's current position or is of the same grade, series, and basic duties as the employee's current position does not require documentation.

b. Details of more than 30 but less than 120 days to a different higher graded position or with promotion potential must be documented with an SF 52 showing the organization and position to which detailed, the effective date of the detail and it's not to exceed date. Details may be made non-competitively up to 120 days.

c. Details of more than 30 days but less than 120 days to a different position at the same or lower grade which do not have promotion potential do not require documentation.

d. Employees are responsible for updating their resumes to document any detail not covered by an official personnel action.

e. Time spent on temporary promotion or detail to higher graded position(s) during preceding 12 month period is counted toward the 120 day-limitation.

ARTICLE 23 - MERIT PROMOTION

Section 23.1 - General

It is agreed that the employer will use the skills and abilities of bargaining unit employees to the maximum extent possible consistent with mission requirements, merit principles, and applicable law, rule, and regulation.

Section 23.2 - Application

a. This article applies to positions within the bargaining unit which the employer fills permanently by internal merit promotion procedures.

b. Bargaining unit employees may be considered for positions for which they are eligible in accordance with applicable regulations, except employees encumbering formal trainee or apprentice type positions.

Section 23.3 - Union Access to Information

a. To the extent permitted by applicable law and regulation, the union may review all sanitized documents (information will be redacted for Privacy Act and Personally Identifiable Information

(PII) related to a promotion action in conjunction with processing of a timely filed grievance IAW Article 31).

b. The union agrees that any related information provided concerning a promotion action will be considered confidential.

ARTICLE 24 - PERFORMANCE MANAGEMENT

Performance management shall be planned and executed in accordance with current law, rule, and regulation regarding Defense Performance Management and Appraisal Program (DPMAP).

ARTICLE 25 - TRAINING

Section 25.1 - General

The parties agree that the training and development of all employees within the bargaining unit will improve the effectiveness of the employee and activity. Management will make every effort to provide training programs to further develop employees to keep abreast of changes in technology, methods, and means.

Section 25.2 - Job Related Formal Training

a. The employer agrees to provide job related training and development as necessary and at no cost to the employee, to include specialized training in order to safely and effectively accomplish the mission.

b. Employees are encouraged to seek out training that is consistent with the employer's needs and in accordance with applicable law, rule, and regulation. All employees shall have an equal opportunity to participate in training.

c. The employer agrees to extend every reasonable consideration to employees for attendance at job related courses. Supervisors may provide information on courses that relate to improving the employee's job performance and efficiency.

Section 25.3 - On-the-Job Training (OJT)

The employer agrees to continue the policy of providing on-the-job training for employees and paying related training expenses in accordance with mission requirements, law, rule, and regulation.

Section 25.4 - Personal Development

a. The parties encourage employees to take advantage of the educational benefits that are available to them by virtue of their affiliation with the United States Air Force.

b. To the greatest extent possible, and barring any disruption to the mission, the employer agrees to accommodate employees pursuing a higher-level education or certification, in a nationally recognized and accredited institution, such as a community college or university.

c. Management may work with the employee to adjust his/her shift rotation or work schedule in order to facilitate their education goals when possible. This is especially true, if the curriculum relates to the mission and it supports the employer's goals by improving organizational performance as determined by the immediate supervisor presuming it meets the following criteria:

1. Supports the strategic plan and performance objectives;
2. Improves the employee's current job performance;
3. Allows for expansion or enhancement of the employee's current job;
4. Enables the employee to perform needed or potentially needed duties outside the current job at the same level of responsibility; or it,
5. Meets organizational needs in response to human resource plans and re-engineering, downsizing, restructuring, and/or program changes.

d. Upon request, an employee must provide evidence of active/continued enrollment in an accredited institution, satisfactory attendance, and progress in order to justify adjustments to work shifts or schedules.

ARTICLE 26 - COMMUNICATIONS

Section 26.1 - General

In keeping with the labor/management objectives of this Agreement, the Employer and the union will use best efforts to respond in writing to respective correspondence within 10 days.

Section 26.2 - Media Access to Union Officials at Union Office

The union does not intend to hold media events within the confines of the access gates to the base.

Section 26.3 - Surveys

Management may conduct surveys of bargaining unit employees as an information gathering process provided the survey is anonymous and voluntary. The union will be given the opportunity to consult on such surveys prior to distribution, and upon written request, be provided a copy of the results. If the union does not endorse a survey, even though it is anonymous and voluntary, a disclaimer will be placed on the survey instrument to acknowledge

the union does not endorse the survey. Regarding surveys which are mandatory and not anonymous, the union will be properly notified in accordance with Article 38 of this agreement.

Section 26.4 - Entrance to Base or Facilities by Non-Air Force Union Representatives

The Employer agrees that authorized American Federation of Government Employee Representatives, who are not employees of the Air Force, and who are designated in writing, may be permitted on BAFB activities in accordance with appropriate Beale Air Force Base entry procedures. Generally, the union will provide full name, social security number, and driver's license number, and the specified period of time to allow for coordination with Security Forces. The union will be apprised of any changes to these procedures.

Section 26.5 - Request for Information (RFI)

a. The union may submit RFI on subjects considered within the scope of bargaining and are generally for the purpose of contract administration, processing a grievance, representing an employee in response to discipline or adverse action, and for determining whether to file a grievance or Unfair Labor Practice (ULP).

b. The employer will respond to all union RFI IAW 5 USC §7114(b) (4) to the extent not prohibited by law in a timely manner usually within 10 days. The response presumes that the information is:

1. Normally maintained by the employer in the regular course of business.

2. Reasonably available.

3. Necessary for full and proper discussion, understanding and negotiation of subjects within the scope of collective bargaining.

4. Does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining.

c. At a minimum, the union shall include the following in the request:

1. Why the union needs the information.

2. How the information will be used.

3. How the information relates to carrying out the union's representational responsibilities under 5 USC 71.

4. The time period and the geographic area or work center.

d. All Privacy Act and Personally Identifiable Information shall be redacted.

ARTICLE 27 - TRAVEL (TDY)

Section 27.1 – General

- a. In accordance with the DoD JTR, the use of government quarters by civilian employees during temporary duty (TDY) assignments, including assignments to a military post, camp, station, or depot owned and operated by the United States Government, is not mandatory and will be at the discretion of the employer. The employer cannot direct the employee to accept inadequate accommodations.
- b. In some very limited circumstances, the employer may determine that use of government quarters by civilian employees is necessary due to the lack of adequate commercial lodging facilities in the temporary-duty location, or when the use of commercial lodging facilities creates a safety concern for the employee.
- c. The Parties agree that employees will use the Defense Travel System (DTS) or other applicable system and, if available, the Government Travel Card (GTC) for all official travel arrangements and related expenses.

Section 27.2 – Travel Entitlements

- a. Travel and per diem will be paid IAW applicable law, rule, and regulation.
- b. Supervisors will notify employees as far in advance as possible of TDY travel. An employee may request to be excused from TDY under justifiable circumstances. If an employee's request is denied, management shall provide an employee a written explanation within 1 day.
- c. Travel will be conducted in the most advantageous and prudent means available. The employer will not require an employee to use their privately-owned vehicle (POV) for travel nor will an employee be entitled to reimbursement for POV travel not previously approved and the most cost effective mode of transportation IAW the JTR and Agency policies.
- d. An employee's objection to traveling by commercial airline, which is supported by a valid medical certificate stating he or she should not travel by aircraft, may be accepted as sufficient authority to utilize other methods of transportation.
- e. Where mission requirements permit a choice of mode of travel, employees may exercise this choice, in accordance with applicable law.

Section 27.3 – Selection for TDY

- a. In no case will TDY's be assigned to any employee as a reward or punishment.
- b. Selection of employees for temporary duty assignments will be based on official necessity and qualifications of the individual (s) to perform the required duties as determined by the employer.

TDY assignments may be rotated fairly and equitably among those qualified and available employees.

Section 27.4 – Emergencies at Home

When an emergency arises during TDY which involves a member of an employee's immediate family, the employee may be returned to his/her official duty station as quickly as possible.

ARTICLE 28 - VOLUNTARY ALLOTMENT OF UNION DUES

Section 28.1 – Arrangements for Dues Deductions

- a. Dues deduction will be accomplished in accordance with 5 USC §7115.
- b. Employees eligible for bargaining unit membership may elect to pay union dues. This will be accomplished by completing SF 1187 - Request for Payroll Deduction for Labor Organization Dues found at: https://www.opm.gov/forms/pdf_fill/sf1187.pdf, and forwarding the completed form to the union. The union will certify the amount of dues while completing the appropriate portions of the form and forward the form to the Labor Relations Officer in CPO. SF 1187 will be returned to the employee for further action.
- c. Allotments will become effective on the first full pay period commencing after receipt of the applicable form by the Payroll Office (Finance).
- d. An allotment shall terminate when the employee leaves the unit as a result of any type of separation, transfer, reassignment, promotion or other action which would exclude the employee from the bargaining unit; upon loss of exclusive recognition by the union; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DoD, or when the employee has been suspended or expelled from the union. Employees can make arrangements with the union for other methods of payment (i.e., personal check, debit, or allotment through MyPay).
- e. An employee may voluntarily revoke his/her allotment for the payment of dues by submitting an SF 1188 - Cancellation of Payroll Deduction for Labor Organization Dues form found at: https://www.opm.gov/forms/pdf_fill/sf1188.pdf. The employee shall provide a completed copy of SF 1188 to the union and the Payroll Office (Finance).
- f. Employees may only cancel allotments after their one year anniversary date. Thereafter, dues may be cancelled on their anniversary date.
- g. Dues withholding arrangements as set forth in this Article will continue if this Agreement is not renegotiated by its termination date because of impasse, third party proceedings involving a negotiability dispute, or unit representation.

Section 28.2 – Important Events

When terminating union dues or prior to leaving the bargaining unit, the employee must obtain and submit a SF 1188 to the base finance office.

The effective dates for actions under this supplement are as follows:

ACTION	EFFECTIVE DATE
Starting dues withholding	Beginning the first pay period after date of receipt of properly executed and certified Standard Form 1187 in the payroll office.
Change in amount of dues	Beginning of first pay period after receipt of certification in payroll office. However, there may not be more than one change during each six month period.
Revocation by employee	An employee can voluntarily revoke his/her allotment for the payment of dues at any time by completing SF-1188, "Cancellation of Payroll Deductions for Labor Organization Dues," or other appropriate means and submitting it directly to the Labor Relations Officer in CPO. In any case, revocation is not effective until the anniversary of the date of membership provided the revocation request is received in the Civilian Payroll Office (Finance) by such date. Termination of allotment will begin the first full pay period after the anniversary date.
Termination due to loss of membership in good standing	Beginning of first pay period after Date of receipt of notification in payroll office (Finance).
Termination due to loss of exclusive recognition upon which allotment was based	Beginning of first pay period upon which allotment was following loss of recognition.
Termination due to separation, transfer, or other personnel action	If action is effective first day of pay period, termination of allotment will be at the end of the preceding pay period. If action is effective on any day other than first day of a pay period, termination of allotment will automatically be at end of such pay period.

ARTICLE 29 - PUBLICIZING THE AGREEMENT

- a. The employer agrees to provide the union 25 digital copies of the Agreement once ratification and Agency Head Review is completed.
- b. The employer agrees to furnish a link to where the agreement is located on SharePoint to all new employees covered by the unit when they attend New Employee Orientation (NEO).

ARTICLE 30 - DISCIPLINE AND ADVERSE ACTIONS

Section 30.1 - General

All discipline and adverse actions shall be taken in accordance with current law, rule, and regulation.

Section 30.2 - Definition and Coverage

- a. This article sets forth the criteria and comprehensive procedures by which the employer imposes discipline upon bargaining unit employees. For the purposes of this agreement, disciplinary action is defined as those actions within 5 USC §7512 and lesser penalties, such as an oral admonishment and a written reprimand.
- b. Discipline is the responsibility and the right of the employer. The employer agrees that disciplinary actions shall be based on just and sufficient cause and in accordance with applicable laws. The employer further agrees to effect disciplinary actions in an efficient and timely manner. In this respect, when an employee is subject to discipline, the employer will strive to effect disciplinary action in a reasonably timely manner.
- c. Employees may request a reasonable amount of time (generally 4 hours) to prepare a reply or rebuttal for disciplinary or adverse actions.
- d. The parties agree that progressive discipline is not mandatory and that management may take disciplinary or adverse actions dependent upon the egregiousness of the misconduct or behavior.

Section 30.3 - Non-disciplinary Counseling

- a. The parties recognize the employer has the obligation and responsibility to conduct non-disciplinary counseling to meet regulatory requirements or to correct misconduct that does not warrant discipline as defined above. Counseling may be verbal or written as required by the circumstances involved.
- b. The parties agree that counseling, if written and entered into the Supervisor's Employee Brief (AF Form 971), will be shown to the employee. The parties further agree the employee shall acknowledge his/her awareness of the entry by dating and signing or initialing the Supervisor's Employee Brief. Records of counseling may remain in the Supervisor's Employee Brief for up to 1 year.

Section 30.4 - Non-formal Investigatory Interviews and Representational Rights

- a. Before proposing and/or effecting disciplinary action against an employee of the bargaining unit, management officials shall attempt to ascertain all pertinent facts both for and against the employee.
- b. When the supervisor becomes aware of a possible or actual infraction of the employer's rules of conduct, the supervisor may, at his/her discretion, investigate and/or discuss the matter. Such discussion, where applicable, shall be accomplished informally and in private with the employee(s) involved and the employee representative if requested by the employee.
- c. Weingarten Rights: When the employer or its agent conducts a non-formal investigatory interview, the employee being interviewed is entitled upon request to the presence of a union representative if the employee reasonably believes that the interview may result in disciplinary action. If representation is requested, no further questioning will take place until the representative is present:
 1. The right to representation in such investigatory interviews arises only when the employee specifically requests union representation.
 2. The employer reserves the right to cancel the investigatory interview once the employee has requested union representation. A decision by management to cancel an interview on this basis need not be justified in any way, and the employer may proceed with its investigation and/or disciplinary action on the basis of information from other sources.
- d. Interviews and inquiries shall be conducted privately and in such a manner as to minimize any personal embarrassment to the affected employee(s). Further, if the supervisor has reason to counsel or discipline an employee, such shall be accomplished privately in a manner that will not embarrass the employee(s).

Section 30.5 - Due Process

- a. The employee may respond verbally or in writing, or both, to the deciding official designated to hear the reply within 7 days of receipt of the Notice of Proposed Action.
- b. The affected employee may submit a written request for a time limit extension to reply to a Notice of Proposed Action. The request shall be submitted to the deciding official and must include proper justification for the amount of time requested.

Section 30.6 - Lesser Penalties

Where the employer issues a proposed notice of disciplinary or adverse action under the provisions of this Article, it is recognized that the employer may, after considering an employee's response, subsequently decide or agree to impose a lesser penalty covered by the provisions of this Article. When such occurs, it is agreed that a final decision will be issued

without the necessity of issuing an additional proposed notice. Further, the time limits set forth in this Article shall not apply.

Section 30.7 - Pre-decisional Agreements and Last Chance Agreements

The parties recognize that these types of agreements are a useful tool to afford an employee and the employer options between rehabilitation and discipline.

Section 30.8 - Decisions by Appropriate Authority

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

ARTICLE 31 - NEGOTIATED GRIEVANCE PROCEDURE (NGP)

Section 31.1 - General

- a. This Article shall constitute the exclusive procedure available to the employer, the union, and employees of the bargaining unit for the resolution of grievances subject to the control of the employer applicable to any matter involving the interpretations, applications, violation of this agreement, any matter involving working conditions, or any matter involving the interpretation and application of policies, regulations, and practices not specifically covered by this Agreement.
- b. The parties recognize and appreciate the opportunity to also include mediation and/or facilitation as an alternative way for an employee, the union, or the employer to seek relief.

Section 31.2 - Matters Excluded

The following matters are specifically excluded from this procedure and may not be processed under this procedure:

- a. Any matters subject to formal review and adjudication by the Merit Systems Protection Board, the Office of Personnel Management, the Federal Labor Relations Authority, or the Equal Employment Opportunity Commission or any matter that the employee files under another review process or reconsideration procedure (e.g. adverse actions, classification appeals) within the DOD.
- b. The content of established agency regulation and policy (e.g., Air Force Instructions).
- c. Non-selection for promotion from a group of properly ranked candidates or failure to receive a non-competitive promotion.
- d. The substance of performance standards, elements and or work objectives.

- e. Determinations concerning performance awards, step increases, recruitment or relocation bonuses, retention allowances, highest previous rate, voluntary separation incentives, physicians comparability or additional pay allowances, supervisory differentials, critical position pay, or dual compensation waivers.
- f. Determinations concerning suggestions or inventions.
- g. Any action taken under a voluntary formal agreement entered into by an employee (e.g. mobility agreement or return from an overseas assignment).
- h. The termination of a probationary employee, or reassignment of a supervisory employee to a nonsupervisory or non-managerial position during the supervisory or managerial probationary period, or separation or termination of an employee during a trial period.
- i. The termination or expiration of a term or temporary appointment or promotion, whether in the competitive or excepted service, in accordance with conditions of the appointment or promotion, provided the employee was informed in advance of the temporary nature of the appointment or promotion and is returned to his or her former or equivalent position, if temporarily promoted.
- j. Any matter concerning a centrally-managed position. These will be processed in accordance with Air Force Manual (AFMAN) 36-606, Civilian Career Field Management and Development, Section G, Grievances and Complaints.
- k. An allegation of reprisal or other whistleblowing complaints which are subject to review and adjudication by the Inspector General or Office of Special Counsel.
- l. A violation relating to political activities and/or The Hatch Act.
- m. Determinations on retirement, life insurance, or health insurance, or any other benefits program.
- n. A suspension or removal for national security reason and/or basic suitability.
- o. Any examination, certification or appointment.
- p. Classification of a position which does not result in the reduction in grade or pay of the employee.
- q. Appeal of an action effected through Reduction-In-Force, or transfer of function procedures.
- r. An action terminating a temporary promotion and returning the employee to the former position or comparable position from which the employee was temporarily promoted.
- s. Non-adoption of suggestion or approval/disapproval of a Quality Salary Increase, or any other type of honorary or discretionary award.

Section 31.3 - Disputes and Misunderstanding

Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis with immediate supervisor. The employer and the union agree that every effort will be made to settle grievances at the lowest possible level. In as much as dissatisfaction and disagreements arise occasionally among people in any work situation, the filing of a grievance, in good faith, shall not be construed as reflecting unfavorably on an employee's good standing, performance, or loyalty or desirability to the organization, nor should the grievance be considered as a reflection on the employer.

Section 31.4 - Grievability or Arbitrability

a. When a party to this agreement declares that a matter is not grievable or arbitrable, the party agrees to furnish a final written decision to the other party within 10 days. The decision shall expressly state that it is the party's final decision in the matter. If the grievance is still considered non-grievable/non-arbitrable by one of the parties, the grievance will be considered amended to include this issue and will be submitted to arbitration as the threshold issue to be decided by the arbitrator.

b. Thereafter, if the arbitration determines that the grievance is arbitrable, the arbitrator will hear and rule on the merits of the case.

Section 31.5 - Appeals

Where a matter may be raised under appellate procedures relating to unacceptable performance, adverse actions and prohibited personnel practices, and this negotiated procedure, the employee at his/her discretion may raise the matter under the appellate procedure or the negotiated grievance procedure, but not both.

Section 31.6 - Time Limits

Time limits in this Article may be extended by mutual agreement of the employer and the union. Mutual agreements must be in writing and signed by the union president, or a designated representative, and the Labor Relations Officer (LRO), or a designated representative. Failure to respond or meet will permit the grievance to be elevated to the next step.

Section 31.7 - Union Visibility of Non-represented Employees

If a unit employee presents a grievance directly to management, without union representation, for adjustment consistent with the terms of this agreement, the union shall be given an opportunity to have an observer present at any discussion of the grievance.

Section 31.8 - NGP

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

a. Step 1. Informal Procedure. An employee of the bargaining unit desiring to file a grievance normally will discuss the matter informally with his/her first level supervisor within 15 days of the date of the grievable action or occurrence giving rise to the grievance or reasonable awareness of such action or occurrence. Such informal grievances shall be presented orally or in writing.

1. An employee desiring to file an informal grievance may request the assistance of a designated union representative in preparing and presenting the informal grievance. A grievant will inform his/her supervisor of the nature of his/her grievance and may request the assistance of the designated union representative so that arrangements may be made to informally discuss the grievance.

2. Subject to the provision of Article 6, Official Time, a grievant and the designated representative will be allowed up to 4 hours of official time, if otherwise in a duty status, in privacy, to prepare for the informal discussion of the grievance. The grievance shall then be discussed with the grievant, the designated union representative, or person(s) the supervisor believes necessary for resolution. However, if upon being informed of the nature of the grievance pursuant to Section 31.8, paragraph a, above the first level supervisor determines that is not within his/her authority to resolve the matter, the supervisor shall make arrangements with the appropriate management official with requisite authority to informally discuss the grievance with the employee and the designated representative. In all cases, the following is required as a matter of record:

(a) The record of discussion of an informal grievance furnished by the designated union representative or the grievant, shall be completed and signed at the informal discussion meeting, with a copy to the supervisor.

(b) If the matter is not satisfactorily resolved at the informal discussion meeting, a final informal decision will be issued to the grievant by the first level supervisor (or other management official as appropriate) within 15 days of the informal discussion.

b. Step 2. Formal Procedure.

1. If the Informal discussion or decision at Step 1 fails to resolve the matter, the grievance may be filed formally by the employee or a representative designated to the next higher level management official. The grievance must be received at the next step by the employer within 7 days of the Step 1 decision. The written grievance with the Step 1 decision, where applicable, will be filed with the appropriate management official at this step. Additional issues may not be raised at Step 2 unless, first considered at the Informal Step. The designated official in the organization to whom the grievance is referred for resolution must not be the official who took the action or who was involved in an attempt at resolution.

2. Within 7 days of receipt of the formal grievance, the parties will meet to discuss the matter.

3. Within 7 days of the date of that meeting, the designated management representative shall render a written decision on the grievance.

Table 31.1 - Grievance Timeline

	PARTY	EVENT	ACTION	PRODUCT	TIMELINE
STEP 1 - INFORMAL	Employee or union	Grievance (Oral or Written)	Supervisor OR Next Level Mgt Official	N/A	15 days
	Supervisor or Next Level Mgt Official	Discussion Meeting	Meet with union and/or grievant	Notes or MFR	7 days
	Supervisor or Next Level Mgt Official	Decision	Review facts and develop decision	Decision Memo	15 days
STEP 2 - FORMAL	Employee or union	Formal Written Grievance	Next Level Mgt Official	N/A	7 days
	Next Level Mgt Official	Discussion Meeting	Meet with union and/or grievant	Notes or MFR	7 days
	Next Level Mgt Official	Decision	Review facts and develop decision	Decision Memo	7 days

Section 31.9 - Grievances between the Employer and the Union

For grievances between the employer and the union, the following procedures apply:

a. If the employer is aggrieved, its representative shall file a written grievance with the president of the union local representing bargaining unit employees at that particular activity within 15 days of the date of the act or awareness of the act causing said grievance. Representatives of the parties shall meet as soon as possible on a mutually agreeable date, but not later than 10 days from the date of submission of the grievance. Within 10 days of said meeting, the president of the AFGE local shall render his/her decision, in writing, in the matter to the responsible management official.

b. If the union is aggrieved, the president of the AFGE Local shall submit the grievance in writing to the LRO or his/her designee within 15 days of the act or awareness of the act causing the grievance. The appropriate management official or his/her designee may schedule a meeting with the local union president. Within 10 days of the date of the meeting or within 15 days of the date the grievance was received by the LRO, whichever comes first, the responsible management official shall render a written decision to the local union.

ARTICLE 32 - ARBITRATION

Section 32.1 - General

a. If a grievance is not resolved through the Negotiated Grievance Procedure, the employer or the union may, within 30 days of the final decision, or in the absence of a final decision the day a decision was due, invoke arbitration by contacting the Federal Mediation and Conciliation Service (FMCS) and completing a Form R-43 and either faxing it to (202) 606-3749 or emailing it to arbitrationfax@fmcs.gov. A copy shall be provided to the other party. The request will be for a maximum of 7 arbitrators.

b. Where the union is the moving party, the union may invoke the following arbitration procedures by sending a copy of the FMCS Form R-43 to the LRO. Where the employer is the

moving party, it may invoke the following arbitration procedure by sending a copy of the FMCS Form R-43 to the union president.

c. The parties recognize and appreciate the opportunity to also include mediation and/or facilitation as an alternative way for an employee, the union, or the employer to seek relief.

Section 32.2 - Arbitrator Selection

a. Within 10 days of receipt of said list from FMCS, representatives of the parties shall meet to select an impartial arbitrator. Failing to reach agreement on one of the names on the list, representatives of the union and the employer shall alternately strike one arbitrator's name from the list of seven arbitrators until only one name remains. The party bringing arbitration shall have the ability to make the initial strike. The remaining name shall be the duly selected arbitrator.

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

Section 32.3 - Procedure

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

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

c. Local union grievances that have local application shall take place at the activity level.

d. The arbitration hearing shall be held in facilities provided by the employer or the union during normal working hours.

Section 32.4 - Fees and Expenses

a. The fee and expenses to include travel, lodging, and per diem of the arbitrator shall be borne equally by the employer and the union.

b. The cost of a court reporter or means to produce a complete hearing transcript, where such is mutually agreed upon by the parties shall be shared equally by the parties. Absent mutual agreement, either party may unilaterally request that a transcript be prepared but must bear all costs incurred in its preparation. However, any party subsequently receiving a copy of a transcript of an arbitration hearing must pay fifty (50) percent of all costs incurred in the preparation of such transcript.

Section 32.5 - Arbitrator Authority

- a. The arbitrator shall have the authority to make all grievability and/or arbitrability determinations.
- b. Questions of arbitrability involving the applicability of statutory appeals shall be submitted to an arbitrator by brief, and decided prior to a hearing, unless otherwise mutually agreed upon.
- c. If the arbitrator determines there is a reasonable basis that the issue is arbitrable, he/she will hear the merits of the underlying grievance and decide the issues together.
- d. Upon mutual agreement of the parties, such threshold issues may be submitted to the arbitrator by brief, and decided prior to a hearing on the merits of the underlying grievance.
- e. The arbitrator's authority is limited to deciding only the issue or issues considered in the formal grievance. If the parties fail to agree on a joint stipulation of the issue for arbitration, then each shall submit a separate stipulation and the arbitrator shall determine the issue or issues to be heard.
- f. The order of proceedings will be determined by the arbitrator.
- g. The arbitrator will be requested to render a decision as quickly as possible, but not later than 30 days after the conclusion of the hearing unless the parties mutually agree to extend this time limit.
- h. The arbitrator's award shall be binding on the parties and implemented upon receipt unless appealed. Either party may file exceptions to the arbitrator's award in accordance with 5 USC §7122.
- i. Any dispute over the application or interpretation of an arbitrator's award, including remanded awards, shall be returned to the arbitrator for settlement.

Section 32.6 - Witnesses

The employer agrees that a reasonable number of relevant witnesses who are employees of the employer and who are otherwise in a duty status, shall be excused from duty to provide testimony in arbitration hearings arising under this Article. Such employees shall not suffer loss of pay or charge to leave. In order to provide for availability, the employer will receive a list of proposed witnesses in writing at least 5 days prior to the scheduled date of an arbitration hearing.

Section 32.7 - Scheduling

The arbitration hearing shall be held during the regular day-shift hours of the basic work week on the employer's premises.

ARTICLE 33 - CHILD CARE

Section 33.1 - General

- a. Civilian employees will be authorized to use the child care facilities. The base will operate the child care facility in accordance with applicable regulations.
- b. During orientation of new employees, the subject of availability of childcare will be covered. Information on current openings will be provided.
- c. Upon request, the employer will provide the union with information on the utilization of the child care facilities to include information on fee schedules.
- d. The union may attend the Parent Advisory Board meetings as an ex-officio, non-voting, member.

Section 33.2 - Fees

- a. Fees for child care services shall be set and implemented in accordance with the Military Child Care Act and Department of Defense and Department of the Air Force regulations and directives.
- b. Fees shall be the same for military members and civilian employees or in the same categories established by the Military Child Care Act.
- c. The child care committee will establish fees for child care services, including any required changes. Actions of the committee shall fulfill all bargaining requirements pertaining to these fees.

ARTICLE 34 - CONTRACTING OUT

- a. The union will be notified in writing that a contracting out study is proposed immediately upon the initiation of a cost comparison study affecting bargaining unit personnel. This will be the date of the order or directive forming the task group or detailing the responsibility to prepare the statement of work (Performance Work Statement).
- b. The union will be provided a copy of schedules and/or milestones charts as soon as they are prepared.
- c. The employer will notify the union president of its intention to solicit bids for work being performed by bargaining unit employees.
- d. The employer and the union agree to safeguard all information consistent with applicable laws, rules, and regulations. However, the employer agrees, upon request, to release all information to the Union to the extent authorized by law, rules, and regulations.

e. In the event bargaining unit work is contracted out and bargaining unit employees are displaced, existing vacancies will be utilized to the maximum extent possible to place employees in continuing positions in order to minimize adverse actions and reduce separations.

f. Briefings will be held with affected bargaining unit employees for the purpose of providing information concerning contracting out. A union representative may be given an opportunity to attend such briefings.

ARTICLE 35 - PARKING

Section 35.1 - General

Employees will be afforded the opportunity of parking their private vehicles on the base during the employees' working hours, as close to their work area as possible, on a first-come, first-served basis providing the vehicle and driver are properly registered with the base.

The employer will notify the union of any reduction of open parking.

Section 35.2 - Reserved Parking

Eligible bargaining unit employees may apply for a reserved parking space by completing the appropriate reservation form and submitting it to the Employer, or its designee, in accordance with applicable Beale Air Force Base policy. The Employer, or its designee, will provide bargaining unit employees with a copy of all appropriate policy, forms, and instructions on how to properly complete and submit the required reserved parking request forms.

ARTICLE 36 - FIREFIGHTERS

Section 36.1 - Hours of Work

a. Firefighter's basic pay is established under the General Schedule pay rates. However, unlike other General Schedule employees who normally work a 40 hour work week or a total of 80 hours per pay period. Firefighters either work 72 hours per week, 144 hours in a pay period; 48 hours on and 48 hours off, with one Kelly-day in the pay period. Firefighters are not considered to be on duty for the entire time of each 48 hour shift. Rather, they are considered to be on-duty for 8 hours of each 48 hour shift, with the remaining period of time being considered standby time. This standby time is regularly scheduled and requires firefighters to remain at the duty station.

b. The parties agree to provide notice and an opportunity to bargain when changes in established work periods and tours of duty effecting employees in the bargaining unit become necessary.

c. The current work period consists of 14 days. The tour of duty for operations personnel is based on a two-platoon system with each platoon serving on alternate 48 hours shift. Duty hours are defined as commencing at 0730 one scheduled workday and ending at 0730 the following workday. The work period will consist of 144 hours on duty. Each shift will normally consist of at least 8 hours of actual work in accordance with governing regulations. The tour of duty

consists of work and standby time. The period for standby time (including sleep time) shall not exceed 16 hours within a 24 hour period, and assignment of non-fire suppression duties will be discouraged during standby time. The hours between 1630 and 0730 hours will be considered standby time, and/or sleep time. Routine maintenance and training shall normally be completed or accomplished by 1630 hours daily except in cases of emergency, required inspections, and operational standby. Wake up call will normally be no earlier or later than 60 minutes prior to shift change.

d. The employee is authorized to stay within the parameters of FMP 13 “Civilian Uniform Specification & Wearing” during standby hours. This FMP must undergo the bargaining process should any changes be requested from either the employer or the employee.

e. The employer shall make every effort to ensure that other agencies try to schedule their work projects that require fire department support, during the fire department’s actual work hours.

f. Firefighters, while on a standby status and not otherwise on a duty assignment, may engage in sports and recreational activities provided that such activities do not interfere with the functioning of the fire department. It is understood that a firefighter immediately responds to all emergencies. While engaged in such activities firefighters must maintain themselves in a state of readiness to respond to emergency calls.

1. The employer will provide an indoor exercise area and day room for on duty fire department personnel.

2. During the firefighters standby duty, special services and activities available, may be utilized, provided approval of the Fire Chief or his/her designee is obtained.

g. Rotation of Personnel. The employer agrees that in order to maintain proficiency and ensure equality for career progression, personnel should be exposed to all assigned fire vehicles and duty requirements within their position classification. Every effort will be made to rotate personnel no more than once a year.

h. Personnel will not be required to use their private vehicles for official fire department duties. When an employee is given written authorization by the Fire Chief or his/her designated representative to use his/her own car in the performance of his/her official duties because of non-availability of government furnished transportation, he/she will be reimbursed at the mileage rate established by Joint Travel Regulations.

Section 36.2 - Kelly-Days

Since the present system at the various installations of allotting Kelly days has worked well in the past, both the employer and the union agree to maintain this system.

Section 36.3 - Time Changes

An employee working on shift when daylight savings time goes into effect is credited with the actual number of hours worked on that shift. The hour lost as a result of the change is charged to annual leave, sick leave or leave without pay, whichever is applicable. An employee working a shift when the return to standard time is made, is credited with the actual number of hours worked on that shift. Any time worked by shift personnel in excess of 24 hours per shift is paid at the appropriate overtime rate.

Section 36.4 - Trading Time

Employees may exchange Kelly days or exchange time with scheduled off-duty firefighters, upon approval of their Assistant Fire Chief, if the following requirements are met:

- a. Personnel exchanging duties must be of equal rank and/or have the particular skills and abilities necessary to perform one another's duties.
- b. The employees' request to exchange Kelly days or time is of their own initiative.
- c. The written request to exchange Kelly days or time is submitted at least one shift before the first date on which they want to exchange Kelly days or time. The Assistant Fire Chief may consider requests which are submitted in an untimely manner due to circumstances beyond the requesting employee's control. The request shall be signed and dated by both employees, and shall contain the dates and time each employee is to trade and pay back. These two dates must fall within the same pay period.
- d. The employer agrees to support the practice of trading duty time and Kelly days when possible and if there is no additional cost or administrative burden to the employer.
- e. The employee regularly scheduled for duty will be responsible for any absence of the replacement employee.
- f. The employee is not subject to payment of additional overtime compensation by virtue of traded time.

Section 36.5 - Training

- a. The employer will continue to provide training opportunities or work assignments which provide training equitable among all unit employee within a single rating.
- b. The employer will continue to keep accurate records of training and work assignments.
- c. Training will not be assigned as punishment, reprisal, or harassment. If oral questioning is used during training it will be for proficiency and accuracy of training received only, and not person will be singled out for oral questioning.

d. The union recognizes the need of the employer to train after hours. The following is agreed upon:

1. The employer and the union agree that adequate job training will be provided Fire Department personnel. The employer and the union further agree that every reasonable effort within the budget limitations will be made to allow attendance at outside training when it is determined by management that training is needed and that there is no comparable training at a lesser cost.

2. The employer will provide counseling, training and guidance to all employees in an effort to assist them to remain current in their assigned positions.

3. Allocation for training classes will be accomplished in a fair and equitable manner considering mission requirements. A record of formal training completed will be maintained and a copy will be furnished to the union upon written request.

Section 36.6 - Use of Fire Station

a. The employer recognizes and agrees that the living quarters in the Fire Station, i.e., space allocated as cooking, dining, sleeping, resting, bathing, exercising and toilet facilities are very personal to Firefighters and are “home” to him/her while on duty.

b. The employer will not allow other than Beale Fire Emergency Services (FES) assigned personnel, 940th FES while on orders, or 940th FES personnel while on UTA weekend access to: The gyms, bunkrooms, kitchens, dining areas or dayrooms in either Fire Station 1 or 2. The exceptions will be the public bathrooms located in Fire Station 1.

c. Fire department personnel will not be responsible for cleaning or maintaining public or private areas outside the fire department area of responsibility.

d. A phone line will be available and accessible to shift personnel while on duty.

e. The Employer will provide cable TV when available.

f. The Employer will provide two additional lockers at the outlying stations for use by firefighters who are temporarily on duty or assigned to the station.

g. Employees will not normally be tasked to provide custodial services in public restrooms or private offices.

h. The Employer will limit the use of the station public address system to emergencies or exercises only after 9 p.m.

Section 36.7 - Meal Time

a. The employer agrees that meal time is a time for personnel to eat and rest. Firefighters are

required to stay at the station with or near a vehicle. Personnel are allowed to rest in crew quarters during meal time and after duty hours. Meal time will be personal time and undisturbed unless an emergency occurs.

b. If meal time is interrupted due to an emergency or drill, the employer will make every effort to provide an alternate meal time. Firefighting crews will be allowed to dine in other facilities on base, if the dining halls are closed.

c. Breakfast Meal Time: During second day on shift; employees are granted breakfast time from 0700-0730.

d. Employees will be granted access to the base commissary while on duty and in uniform to purchase food.

Section 36.8 - Occupational Safety and Health

a. The employer will provide coveralls for maintenance tasks.

b. The employer will limit exhaustive work to a minimum during inclement weather conditions to increase firefighter readiness.

c. Safety glasses will be issued to all fire department operational personnel.

d. The employer will provide 2 bath size towels initially and 2 biennially (every 2 years) thereafter to each employee. A body wash dispenser will be provided in each shower throughout Fire Station 1 and 2.

e. The employer will provide approved workout apparel IAW NFPA 1500 at a rate of: 3 shirts, 2 shorts, 2 sweat pants, and 1 hoodie initially and biennially (every two years) thereafter to each employee.

Section 36.9 - Clothing Allowance

Replacement and maintenance allowance for worn or damaged uniforms will be paid to each employee annually in a lump sum.

ARTICLE 37 - PHYSICAL EXAMINATIONS

Employees who are required by their jobs to take periodic physical examinations or immunizations will be scheduled by the medical facility and the supervisor. When notified of a scheduled event covered under this section, the supervisor will arrange for examinations or immunizations to be conducted during duty hours. The employer agrees to provide scheduling sufficiently in advance to provide for shift changes as required.

ARTICLE 38 - BARGAINING OPPORTUNITIES DURING THE TERM OF THE AGREEMENT

Section 38.1 - General

- a. The intent of this article is to encourage negotiations between the parties in an effort to develop, maintain, and sustain a productive labor-management relationship beneficial to employees, the union, and the employer.
- b. It is understood that neither party waives any rights under the Federal Service Labor-Management Relations Statute.
- c. The Parties agree to give notice and bargain over proposed changes in working conditions unless the matter is already expressly contained in this agreement.
- d. At a minimum, initial notices described below will include the Point of Contact, Contact Information, WHO is effected, WHAT is at issue, WHY the change is necessary, WHEN the change is desired or expected to go into effect, WHERE the affected change is located or going to be located, HOW the change is to be implemented and how will the union or management accommodate those adversely effected by the change. All notices may be initiated, communicated, and executed via Email. It is also appropriate to meet and confer upon the party's mutual request and agreement.

Section 38.2 - Matters Appropriate for Consultation or Negotiation

- a. Matters appropriate for consultation or negotiation between the Parties shall include personnel policies, practices, and matters affecting working conditions of employees in the bargaining unit that fall within the scope of the employer's authority. Such matters include, but are not limited to: safety, training, labor-management relations, employee services, methods, practices, and hours of work. It is further agreed that these matters relate to policy determinations in the above areas and not day-to-day operations or individual dissatisfactions.
- b. In prescribing regulations relating to personnel policies, practices, and working conditions, the employer shall have due regard for the obligations imposed by the above paragraph. However, the obligation to meet and confer does not include matters with respect to the mission of the agency; its budget; its organization; the number of employees; and the numbers, types, and grades of positions or employees assigned to an organizational unit, work project or tour of duty; the technology of performing its work; its internal security practices, or any other matter under retained management rights. This does not preclude the parties from negotiating agreements providing appropriate arrangements for employees adversely affected by the impact of realignment of work forces or technological change.

Section 38.3 - Notice

The employer will give the union 10 days advance notice of proposed changes in personnel policies, practices, and working conditions, which are not covered by this Agreement. If the

union requests negotiation on the subject, the parties will make good-faith efforts to arrive at mutual agreement prior to implementation of the change. Non-response within the 10-day notice period presumes agreement with the change.

Section 38.4 - Ground Rules

The parties may mutually agree to develop ground rules prior to negotiations or bargaining related to this Article.

Section 38.5 - Negotiations

a. If the union wishes to negotiate, in accordance with 5 USC Chapter 71 the union will submit written proposals to the LRO within the notice period described in Section 38.3, above. The parties will begin negotiations after the union provides a written proposal or proposals. Negotiations will normally begin within 10 days of receipt of the proposal(s). The parties will determine the persons to be involved, the location, and the implementation procedures. If necessary, the identified implementation date may be postponed to complete negotiations.

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

1. The union President will notify, in writing, the LRO of the intended changes in working conditions. A reasonable time period/date following the notification will be identified as the proposed implementation date.

2. If management wishes to negotiate, in accordance with entitlements under the 5 USC Chapter 71, concerning the union's proposed changes, management will submit written counterproposals to the union within the 10 days of receipt of the union's written notification. Negotiations will normally begin within 10 days after receipt by the union of the employer's timely counterproposals. If necessary, the identified implementation date may be postponed to complete negotiations.

Section 38.6 - Disputes and Impasses

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

1. If the dispute involves statutory or regulatory negotiability issues, they will be processed as prescribed in 5 USC Chapter 71 and implementing regulations.

2. Either party may seek the assistance of the Federal Mediation and Conciliation Service (FMCS) or the Federal Services Impasse Panel (FSIP) in accordance with the rules and regulations of those agencies.

ARTICLE 39 - DURATION OF AGREEMENT

Section 39.1 - Effective Date

Providing that the Defense Civilian Personnel Advisory Service (DCPAS) approves the body of this Agreement, the effective date of the contract shall be thirty-one (31) days after execution by the Parties hereto. Both dates (execution and approval) will be made a part of the Agreement prior to distribution.

Section 39.2 – Agency Approval

- a. DCPAS shall approve the Agreement within thirty (30) days from the date the Agreement is executed by the Parties, provided the Agreement is in accordance with the provisions of applicable law, rule, or regulation.
- b. If DCPAS neither approves nor disapproves the Agreement within the thirty (30) day period, the Agreement shall take effect and be binding on Beale Air Force Base and the union on the thirty-first (31st) day, subject to provisions of applicable law, rule, or regulation.
- c. In the event that a particular article, or section of an article, is not approved by DCPAS, the remainder of the Agreement shall take effect as provided by law. The article or section of articles, not approved by DCPAS may be later incorporated into the contract after negotiations or appropriate remedies are reached by the Parties and only after subsequent approval by DCPAS.

Section 39.3 – Agreement Duration

This Agreement will remain in full force and be effective for three (3) years from the date of approval by DCPAS, or, under the provisions of 5 USC §7114(c) (3) whichever comes first.

Section 39.4 – Agreement Amendments/Supplements

- a. This Agreement may be subject to amendments or supplements during the Agreement duration under one of the following procedures:
 1. Either party may initiate negotiations at the midpoint of this Agreement, after service of notice, no later than sixty (60) days prior to the midpoint of this Agreement.
 2. At any time, by mutual consent, for the purpose of amending or providing supplements to this Agreement.
- b. A request for an amendment or supplement to this agreement by one party shall be submitted in writing to the other party, setting forth the proposed change to the Labor/Management Agreement.

c. Representatives of the Beale Air Force Base and the union will meet within thirty (30) days of the written proposal, to commence negotiations on the proposal, unless a later date is mutually agreed upon.

d. Approval of an amendment or supplement to the Agreement will be accomplished in the same manner provided for approval of the basic Agreement as specified in Section 39.2 of this Article.

Section 39.5 – Automatic Renewal of Agreement

a. Barring any changes, proposed changes, or pending negotiations related to the provisions of Section 39.6 of this Article, the contract shall be automatically renewed from year to year thereafter unless one party gives the other party written notice of its intention to renegotiate this Agreement no less than sixty (60) or more than ninety (90) calendar days prior to its expiration date. If notice to renegotiate is given, the Agreement shall be extended for one (1) year or until a new agreement becomes effective, whichever is earlier.

b. Before the Agreement is extended, it must be reviewed to ensure it conforms to the law, Government-wide rules, and/or regulations. This necessitates Agency Head Review coordinated and executed by the employer.

Section 39.6 – Negotiating a New Agreement

a. Should either party wish to change the Agreement prior to automatic renewal provisions in Section 39.5 of this Article, the following shall apply:

1. Negotiations for a new Agreement will commence no less than sixty (60) or more than ninety (90) calendar days prior to the termination of the current Agreement.

2. Representatives of the Air Force/Beale Air Force Base and representatives of the AFGE Local 2025 will meet thirty (30) days prior to the start of negotiations of a new Agreement, to initiate a memorandum of understanding (MOU) establishing the ground rules for conduct of negotiations.

Section 39.7 – Termination of Agreement

This Agreement may also be terminated by mutual consent of both Parties, or at any time it is determined and established that the union is no longer entitled to Exclusive Recognition under 5 USC §7111.

Section 39.8 - Force and Affect

This Agreement supersedes and replaces any and all previous agreements, understandings (whether written or oral), and supplements between the parties made under the auspice of a previous collective bargaining agreement (CBA) to include midterm bargaining, past practices, or memoranda of understanding/agreement based on such bargaining, etc.

APPENDIX 1 - VOLUNTARY LEAVE TRANSFER PROGRAM (VLTP) - SUPERVISOR ENDORSEMENT

**VOLUNTARY LEAVE TRANSFER PROGRAM
SUPERVISOR ENDORSEMENT**

VLTP Applicant Information:

Employee Name: Projected Return to Duty:

Medical Condition:

Medical Documentation Received: Yes No

Current Leave Balances:

Annual:

Sick:

Date Employee Projected to Exhaust Accrued Leave:

Supervisory Certification (Supervisor must initial each line):

- I have verified the employment information contained in the attached application is correct.
- If approved, I will validate the continuing nature of the hardship each pay period and, upon termination of the hardship, will stop the allocation of transferred leave.
- If approved, I am responsible to properly annotate time and attendance records to insure that all available paid leave is exhausted before any transferred annual leave is used by the applicant. I will work closely with the civilian payroll office to monitor the use of transferred leave.

Recommendation – Absence from work:

- I recommend the approval of the absence from work.
- I DO NOT recommend the approval of the absence from work for the following reasons:

Recommendation – VLTP Application:

- I recommend the approval of the VLTP Application.
- I DO NOT recommend the approval of the VLTP Application for the following reasons:

Supervisor Signature

Appendix 1 - VLTP Supervisor Endorsement

APPENDIX 2 - SUPERVISOR CHECKLIST FOR LEAVE DONOR REQUESTS

SUPERVISOR CHECKLIST FOR LEAVE DONOR REQUESTS

INSTRUCTIONS: Review the leave donor request for compliance with the regulatory requirements listed below.

- Donation is not to the employee's immediate supervisor
- Employee has a sufficient amount of leave to cover this donation
- Donation does not exceed more than one-half the total hours of annual leave to be accrued during the leave year. (If request is to donate more than half of the accrual, coordination is required with 9 FSS/FSMC)
- For donors with use or lose leave, donation is for no more than the number of hours remaining in the leave year.

CERTIFICATION: I certify that I have reviewed this request to donate annual leave and it meets all the requirements for leave donation under the Voluntary Leave Transfer Program.

Supervisor's signature

APPENDIX 3 - PHYSICAL FITNESS AGREEMENT

PHYSICAL FITNESS AGREEMENT

I request approval of administrative leave, not to exceed three hours per week, for the sole purpose of participating in physical activities.

I understand (employee must initial each line):

- I am able to participate in physical fitness activities.
- I am responsible for obtaining clearance from a medical provider and am responsible for any associated cost.
- I will utilize on-base facilities or a federally-approved facility during the work day that is conveniently located near the work site during any period of administrative leave for physical activities.
- My participation is subject to supervisory approval and scheduling based on mission and workload requirements.
- If my request is not approved or I cannot be released from work for physical fitness activities due to mission requirements. I may not challenge the decision unless the decision is arbitrary or based on discrimination.
- I must record each absence on my time sheet (ATAAPS) as administrative leave (LN).
- I may use three hours of administrative leave (1 hour per day/3 days per week), that the time may not be banked for future use if not used during the week, and that the time allotted includes time required to travel, change clothes, prepare for sports, etc. My preferred days are:
 Sun Mon Tue Wed Thu Fri Sat From: hours To: hours
- I must report to work before going to the exercise site and I must report back to work especially if the exercise is the last thing done in the afternoon.
- That in order to enhance mission effectiveness, I must make every effort to improve my health and well-being during any period of administrative leave for the purpose of physical fitness.
- Should my ability to participate in physical fitness activities become limited in any manner, I will notify my supervisor immediately.

This memorandum of understanding will be maintained in the employee's work folder.

Employee's signature/Date

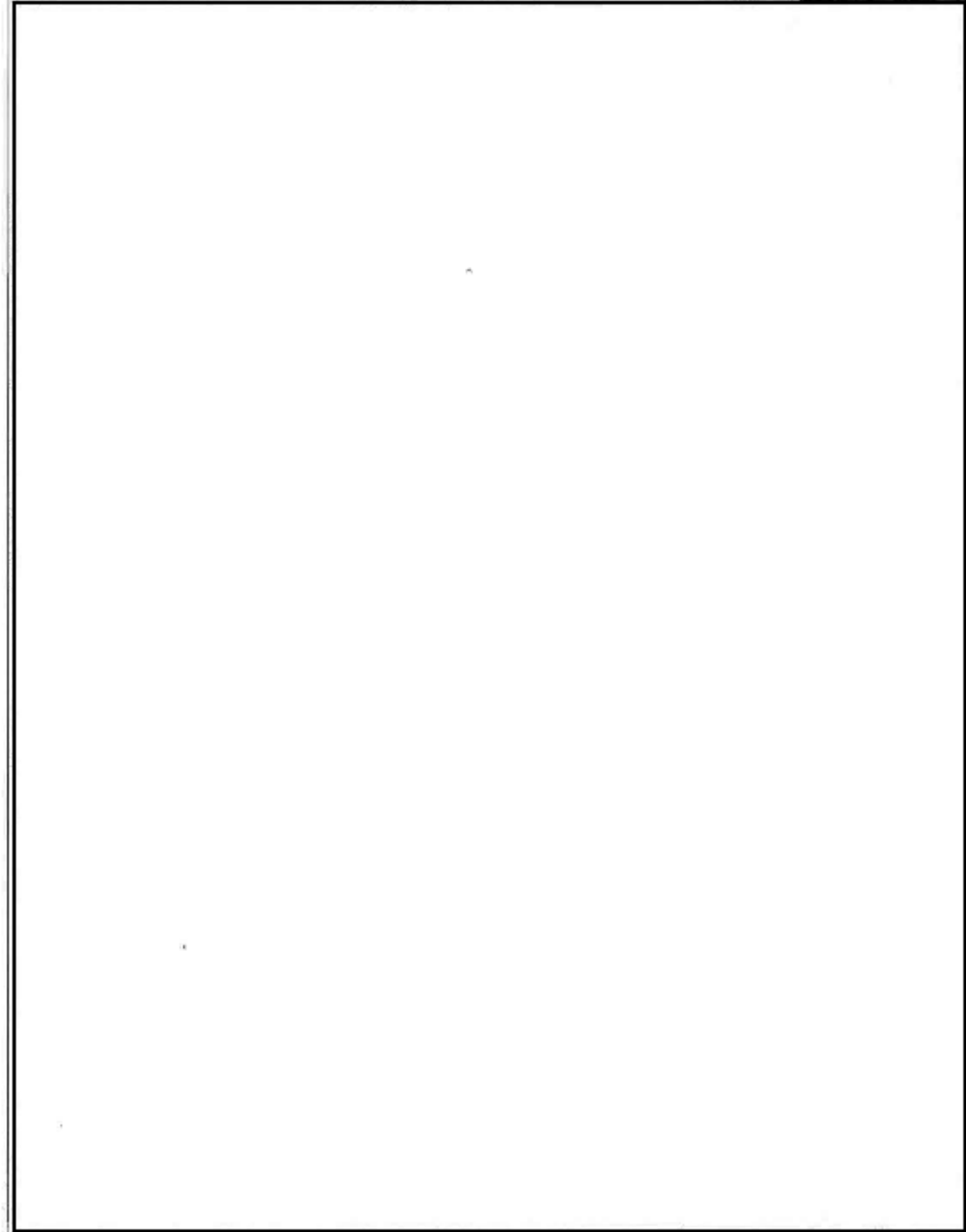
Approved Disapproved
 Supervisor Signature/Date

APPENDIX 4 - REQUEST FOR APPROVAL OF EDP/HDP

REQUEST FOR APPROVAL OF EDP/HDP						
I. REQUEST FOR APPROVAL						
1. TO:		2. FROM:		DATE OF REQUEST		
9 FSS/FSCA						
4. POSITION TITLE SERIES AND GRADE OF ALL POSITIONS AFFECTED				5. POSITION NUMBER(S)		
6. DESCRIPTION OF WORK SITUATION <i>(Continue on reverse if additional space is required)</i>						
7. DESCRIPTION OF CORRECTIVE ACTION TAKEN TO ELIMINATE OR REDUCE SITUATION <i>(e.g., if protective clothing, devices, or equipment are provided, specify type, etc.) (Continue on reverse if additional space is required)</i>						
8. TITLE OF APPLICABLE CATEGORY REQUESTED				9. DIFFERENTIAL RATE		
10. OFFICIAL AUTHORIZED TO ASSIGN WORK <i>(Name and Title)</i>						
11. OFFICIAL AUTHORIZED TO APPROVE PAYROLL DOCUMENTATION <i>(Name and Title)</i>						
12. ENDORSED OFFICIAL <i>(Name and Title)</i>						
II. COORDINATION AND CONCURRENCE						
TO:		FROM:		DATE		
<input type="checkbox"/> BE <input type="checkbox"/> SO						
<i>The above described hazard, physical health and/or working condition of an unusual nature has been reviewed.</i>						
OFFICE	NAME	TITLE	CONCURRENCE		SIGNATURE	DATE
BE			<input type="checkbox"/>	Cover		
			<input type="checkbox"/>	Non-Cover		
SO			<input type="checkbox"/>	Cover		
			<input type="checkbox"/>	Non-Cover		
FSCA			<input type="checkbox"/>	Cover		
			<input type="checkbox"/>	Non-Cover		
III. FINAL DISPOSITION						
TO:		FROM:		DATE OF FINAL DISPOSITION		
<input type="checkbox"/> BE <input type="checkbox"/> SO						
<input type="checkbox"/> ACCOUNTING AND FINANCE <input type="checkbox"/> UNION						
SUPERVISOR-ACKNOWLEDGE RECEIPT AND RETURN TO FSCA OFFICE OF RECORD						

APPENDIX 4 - REQUEST FOR APPROVAL OF EDP/HDP

CONTINUATION PAGE



APPENDIX 4 - REQUEST FOR EDP/HDP

BARGAINING TEAMS SIGNATURES

BARGAINING TEAMS

Bargaining on this agreement was accomplished by the undersigned team members:

For Beale AFB:

William H. Poppler



Chief Negotiator

Raymond R. Betts



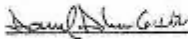
Negotiator

Adele L. Brown



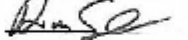
Negotiator

Daniel P. McCarthy



Negotiator

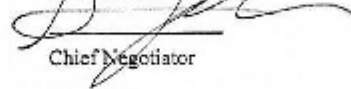
David M. Stoutenburgh



Negotiator

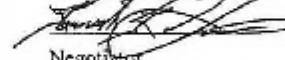
For AFGE Local 2025:

Sharief L. Valentine



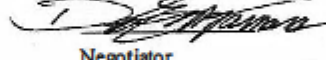
Chief Negotiator

Kenneth R. Gittan



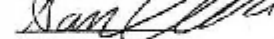
Negotiator

Daniel E. McNamara



Negotiator

Nanci P. Torralba





Negotiator

OFFICAL SIGNATORIES

SIGNATORIES

This Collective Bargaining Agreement between the Department of the Air Force, Beale Air Force Base, CA and the American Federation of Government Employees (AFGE) Local 2025 is hereby executed on 4 April 2019.


ANDREW M. CLARK
Colonel, USAF
Commander


KENNETH R. GORTON
Acting President
AFGE Local 2025

Approved by the Department of Defense on May 21, 2019.