

**Grissom ARB and AFGE Local 3254  
Labor Management Agreement**

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**Article 1 - RECOGNITION**

**1.1.** This Collective Bargaining Agreement is executed pursuant to the 5 USC Chapter 71, between Grissom Air Reserve Base, home of the 434<sup>th</sup> Air Refueling Wing, hereinafter referred to as “Management/Employer/Agency” and Local 3254 of the American Federation of Government Employees, AFL-CIO, hereinafter referred to as the “Union” and collectively known as the “Parties”.

**1.2.** Management recognizes the Union as the sole and exclusive representative for all bargaining unit employees as defined in the Article on Coverage.

**1.3.** Management and the Union agree to abide by the provisions of this contract. Both Parties have the rights and duties as outlined in 5 USC Chapter 71.

## **Article 2 - COVERAGE**

**2.1. The Unit.** Local 3254, American Federation of Government Employees (AFGE), AFL- CIO, to which this Agreement is applicable is described in the original granting of exclusive recognition by Assistant Secretary for Labor/Management Relations, U. S. Department of Labor dated 31 October 1978.

**2.2. Included.** All professional and nonprofessional appropriated fund civilian employees of Grissom Air Reserve Base, including employees employed by its tenant organizations.

**2.3. Excluded.** All Management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, confidential employees, and supervisors as defined in Executive Order 11491, as amended.

### **Article 3 - EMPLOYEE RIGHTS**

**3.1.** Each employee has the right, freely and without fear of penalty or reprisal, to form, join, or assist the Union or to refrain from such activity.

**3.1.1.** Bargaining unit employees have the right to seek assistance or representation from a Union steward. No employee shall suffer interference, coercion, or discrimination in the exercise of any of these rights.

**3.2.** Except as otherwise expressly provided in this Agreement, the right to assist the Union extends to membership, participation in the management of the Union and acting for the Union in the capacity of a certified representative.

**3.3.** Each employee shall have the right to bring matters of personal concern to the attention of appropriate officials and presentation of his/her views to officials of the Executive Branch, the Congress, or other appropriate authority.

**3.4.** Nothing in this Agreement will require an employee to become or remain a member of the Union.

**3.5.** A meeting between an employee and his/her supervisor and/or any other Management official during which the principal topic of discussion is to be discipline, or the meeting may lead to discipline (see Discipline article) will entitle the employee involved to request to be accompanied by his/her Union representative during the meeting. This includes formal meetings to issue proposed disciplinary actions. Management will give the employee a minimum of 2 hrs notice of the meeting. If the employee requests a Union representative, the meeting will be delayed (not longer than 3 days) until the representative can be present.

**3.5.1.** The employee will be informed in advance if discipline or potential discipline is to be the principle topic of discussion. If such request is made the supervisor or other Management official will honor the request.

**3.5.2.** All decision letters dealing with discipline will be issued by the deciding official. If employee is unable to be present for in person delivery, alternate delivery method (i.e. certified mail) will be used. If employee has designated a union representative in writing and the employee is unable to be present, an additional copy of the decision letter will be provided to the union representative.

**3.6.** All employees have the right to be treated with dignity and respect and no employee shall have to tolerate harassment (including sexual harassment), abusive language, intimidation, or discrimination.

**3.7.** All employees have the right to have their privacy protected in disciplinary matters.

**3.8.** Employees will be allotted a reasonable amount of duty time for preparation in alternate dispute resolution processes and grievances.

## **Article 4 - MANAGEMENT RIGHTS**

**4.1.** Subject to 4.2. below, nothing in this chapter shall affect the authority of any management official of any agency—

**4.1.1.** to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

**4.1.2.** in accordance with applicable laws—

**4.1.2.1.** to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

**4.1.2.2.** to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

**4.1.2.3.** with respect to filling positions, to make selections for appointments from—

**4.1.2.3.1.** among properly ranked and certified candidates for promotion; or

**4.1.2.3.2.** any other appropriate source; and

**4.1.2.4.** to take whatever actions may be necessary to carry out the agency mission during emergencies.

**4.2.** Nothing in this section shall preclude any agency and any labor organization from negotiating—

**4.2.1.** 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;

**4.2.2.** procedures which management officials of the agency will observe in exercising any authority under this section; or

**4.2.3.** appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

## **Article 5 - UNION RIGHTS**

### **5.1. The Union has the right and responsibility to:**

**5.1.1.** Represent the interests of all bargaining unit employees at Grissom ARB, regardless of Union membership status (the Union is not obligated to represent nonmembers if they have a statutory appeal process for this action outside this agreement).

**5.1.2.** To present the views of the labor organization when acting in their capacity as a representative to heads of Agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities.

**5.1.3.** To meet and confer/bargain regarding the implementation of civilian personnel policies and practices that are within the discretion of the Employer (see Management Rights Article).

**5.1.4.** To enter negotiations with the intent of reaching agreement applicable to all employees of Grissom ARB within the limits of Title 5 USC.

### **5.2. Commensurate with the provisions of this Agreement, the Union shall at all times be free to exercise its right to advance the best interest of and fully protect the employees covered by this Agreement.**

**5.2.1.** The Union shall have full freedom to engage in authorized activities on behalf of the bargaining unit employees.

**5.2.2.** The Union will actively support efforts to improve the efficiency of government operations, to prevent accidents, to encourage the submission of ideas for improvements and cost reduction, and to strengthen good relations between the Parties.

### **5.3. The Employer will notify the Union of the time, date, and place of hearings under appellate procedures. The Union will be allowed to have an observer present at the proceeding subject to the determination of the hearing Officer.**

**5.3.1.** Should an objection be raised, for example, by the appellate on the basis of privacy, the Hearing Officer will be requested to make a ruling on whether or not the observer will be allowed.

### **5.4. Authorized officers/representatives of the Union who are not employees may, at reasonable times, subject to security regulations, be allowed to visit Grissom Air Reserve Base for the purpose of accomplishing official business. Prior to such visits, notification of the visits will be made with the Civilian Personnel Officer or his/her representative.**

### **5.5. Internal business of the Union; i.e., posting and distributing literature, electing officers, and attending Union meetings, shall be conducted during the non-duty hours, of all employees involved. Membership solicitation will be conducted during non-duty time of both the Union representative and the employees being solicited.**

**5.5.1.** Non-duty time is defined as the time an employee is in a non-duty status; i.e., on annual leave, leave without pay or paid free time when performance of job functions is not required. This includes paid rest times, paid lunch breaks, and paid standby time.

**5.5.2.** For this section, non-duty hours are the hours that an employee is on leave, unpaid lunch, or before or after duty hours. This does not include paid breaks or standby time as in the section above. This does not apply to those duties for which official time is appropriate as referenced in that article.

## **Article 6 - REPRESENTATION**

**6.1.** The Employer agrees to recognize the elected officers and stewards duly authorized by the Union. The Union is responsible for representing the interests of all employees in the Union without discrimination and without regard to Union membership.

**6.2.** The Employer agrees to recognize a maximum of 15 stewards who are designated in writing by the Union.

**6.2.1.** Stewards shall be recognized as Union representatives for Unit employees in the offices or area to which the employee is assigned. They shall be entitled to the use of official time under the provisions of this Agreement.

**6.3.** The Union shall supply the Employer in writing and shall maintain with the Civilian Personnel Flight on a current basis, or whenever changes occur, a complete list of all elected officers and all authorized stewards.

**6.3.1.** The Employer will only recognize the officials and stewards currently listed as provided by the union.

**6.4.** Each steward designated pursuant to paragraph 2 shall be a bargaining unit employee who is employed at Grissom Air Reserve Base.

**6.5.** Bargaining unit employees will be provided appropriate representation under 5 USC Chapter 71.

**6.5.1.** When representation is requested by the BUE, AFGE Local 3254 reserves the right to determine the representative for the BUE. However, every effort will be made to evenly distribute the workload amongst the stewards/representatives.

## **Article 7 - OFFICIAL TIME**

**7.1.** The Employer agrees to recognize AFGE officials, officers, stewards, and other authorized representatives designated by the union.

**7.2. General Limits on Official Time** – The use of duty time by union officers and stewards for representational activity must not interfere with the accomplishment of the mission of the requestor's organization. During any calendar year the total amount of duty time used by union officers and stewards for all union activity will not exceed the following limits: President – 20 hours/week; all other officers and stewards – 1800 hours

**7.2.1.** The president's time will normally be scheduled to fall at the same time every day (i.e. AM or PM). The 20-hour limit identified above does not include third party proceedings under Chapter 71 or actual negotiations for management proposed changes (proceedings being defined as interactions required by the third party, i.e., prehearing conferences, depositions, etc. This definition does not include research and preparation for such proceedings).

**7.2.2.** The time to attend meetings called by management will be coded as official time, but will not count toward the time limits referenced in paragraph 2 above. This does not include meetings when the union representative is engaged in individual representation (e.g. Weingarten meetings).

**7.2.3.** Any duty time spent by Union officers or stewards in excess of the limits of approved official time or on internal union business will be charged to either annual leave or a non-pay leave status. The parties recognize that dual representation by the union in formal discussions is not normal. The union may from time to time, for the purposes of training new stewards, assign them to sit in as an observer on formal discussions. The attendance of the steward in training will be coordinated with the official holding the meeting and will be subject to the established process for requesting official time. Individuals identified for training will be submitted to the Civilian Personnel Flight. Individuals will not normally be on the listing more than 180 days.

**7.2.4.** The union will be provided official time to perform the following activities in connection with representing bargaining unit employees before the Merit Systems Protection Board in adverse action appeals: filing the appeal, participating in prehearing conferences with the Administrative Judge, and participating in the hearing itself.

**7.3. Requesting Official Time** – Union representatives desiring release from work to perform authorized duties on official time must make a request to the supervisor or identified management designee, providing the respective payroll code, (BA for term negotiations, BB for mid-term negotiations, BD for Labor/Management Relationships, BK for Grievances/Appeals), estimated length of official time, a phone number and destination where the official may be reached.

**7.3.1.** If the supervisor is unable to release the representative at the requested time due to workload or work in progress, the supervisor shall specify a coordinated alternate time within 24 hours.

**7.3.2.** Union officials on official time will, when appropriate, schedule meetings with bargaining unit employees to be held at the union office. This includes most phone and electronic conversations (i.e., via email or IM). In the event it is necessary for a union representative to visit an employee in the employee's work area, the union representative will secure permission from the supervisor of the employee requesting his assistance before entering the work area.

**7.3.2.1.** Union officials and stewards will limit their absence for representational duties to the minimum amount of time necessary to carry out the union's responsibilities.

**7.3.3.** In the event a steward or union official other than the union president cannot be granted official time for research and preparation for a management initiated change, the union may elevate the matter to the Civilian Personnel Flight. In the event the denied official time cannot be resolved or the issue rescheduled, the union president will be granted an amount of time equivalent to the request that could not be granted, up to five (5) hours, for research and preparation. This time will be excluded from the president's 20-hour weekly limit.

**7.3.4.** For management initiated changes, in the event the representative cannot be released within 24 hours, the supervisor will notify the Civilian Personnel Flight with information on the amended release time and the union's response time will be extended an equal amount of time.

## **Article 8 - LEADERSHIP COUNCIL**

**8.1.** The public interest demands the continual development and implementation of modern and progressive work practices to facilitate the efficient accomplishment of the operations of government. It is recognized that a formal collective bargaining Agreement is but one act of the Labor/Management relationship process leading towards a more effective government. To achieve these goals and to foster a cooperative, constructive working relationship between Labor and Management the Parties agree to establish a Leadership Council (LC).

**8.2.** The LC will serve as a forum for exchanging information and discussing matters of mutual concern and interest. It may give consideration to such matters as:

**8.2.1.** The interpretation and application of this Agreement, rules, regulations, and policies;

**8.2.1.1.** The correction of conditions making for grievances and misunderstandings;

**8.2.1.2.** The encouragement of good human relations in employee/supervisor relationships;

**8.2.1.3.** The promotion of education and training;

**8.2.1.4.** The betterment of employee working conditions;

**8.2.1.5.** The strengthening of employee morale;

**8.2.1.6.** The implementation of Equal Employment Opportunity, Health and Safety, etc.

**8.3.** The LC will have three standing agenda items:

**8.3.1.** Planned temporary/permanent employee physical relocation.

**8.3.2.** Building remodeling that affects working conditions of bargaining unit employees.

**8.3.3.** Provide allowable updates on emergency conditions.

**8.4.** The LC will be made up of equal numbers of representatives of the Union and Management but not more than five from each Party at a single meeting.

**8.4.1.** Any council member who wishes to submit an agenda item for consideration will submit the item to the chairperson, (Chief, Civilian Personnel Flight) one week prior to the scheduled meeting date. Quarterly meetings are encouraged, however if no agenda items are presented, both parties may mutually agree to cancel the meeting. The chairperson will submit the agenda to the council members at least four days prior to the meeting. If the 4<sup>th</sup> day falls on a weekend/holiday, the agenda will be sent on the next duty day. Emergency meetings may be held without formal agendas.

**8.4.2.** Employees attending will be on official time if in a duty status.

**8.4.3.** Meetings not to exceed two hours will be conducted quarterly. The Parties may mutually agree to extend the length of the meeting.

**8.4.4.** Requirements for meeting date changes will be coordinated between the parties. Either party may call additional meetings. Requests for additional meetings will be in writing and include subject information.

**8.4.5.** The parties may mutually agree to cancel the meeting. The chairperson will notify the Parties of the time, place, and date of the meeting. Minutes and proceedings of the meeting shall be prepared using electronic means and will be distributed to the attendees at the end of the meeting.

**8.4.6.** The chairperson rotates management and union agenda items. Non-agenda items will not be considered or discussed unless there is mutual consent by the Parties.

**8.5.** LC decisions will be based upon consensus and considered binding on both Management and Labor unless they violate law, government-wide rule, or regulation.

**8.5.1.** The goal for agreeing to an equitable solution to an issue or problem brought to the LC will be consensus of the Labor and Management members. The LC to reach a solution to a problem or issue will use problem-solving techniques. To be meaningful, all Parties to the meeting must be willing to examine points of view other than their own and enter into considerations with the sincere intent to adopt and fully utilize those practices, procedures, and measures which are found to be of tangible and significant benefit to both the Air Force and the employees.

**8.6.** The LC will be the only forum for determining the need for changes to the Agreement. Although no negotiations go on in this forum, the Parties must mutually agree to the need for amendments.

**Article 9 - UNION REPRESENTATION ON BASE COMMITTEES**

**9.1.** The Union will be afforded the opportunity to send members, not to exceed two, to every standing committee that meets regularly except those that discuss mission, budget, internal security practices and other prohibited items contained in 5 USC 7106(a).

**Article 10 - DISCIPLINARY AND ADVERSE ACTION**

**10.1.** For the purpose of this Article an employee means a bargaining unit employee.

**10.2.** A disciplinary action, for the purpose of this Article only, is defined as an oral admonishment confirmed in writing on the AF Form 971, a written reprimand, or a suspension for 14 days or less.

**10.3.** An adverse action is defined as suspension of more than 14 days up to removal, reduction in grade, reduction in pay, and furlough of 30 days or less. An employee has the right to decide whether to pursue the negotiated grievance procedure or MSPB, but not both. Probationary employees must use MSPB. Rights under MSPB for probationary employees are limited.

**10.4.** In any interview regarding potential disciplinary action or any formal meeting to issue a proposed discipline letter, Management has an obligation to notify the employee that he has a right to request union representation. Management will give the employee 2 hour notice of the meeting. The employee may request the meeting be delayed for a reasonable amount of time to allow for the availability of the union.

**10.5.** The Employer will notify employees and the Union of any pending adverse actions (only for disciplinary actions) against bargaining unit employees. However, it is the responsibility of the employee to release to the Union the specific circumstances of the action if the employee desires.

**10.5.1.** No bargaining unit employee will be the subject of any disciplinary action for misconduct except for just and sufficient cause and reasons that will promote the efficiency of the service.

**10.5.2.** It is recognized that the Douglas factors (5 MSPB 313) are relevant for consideration in determining the appropriateness of a disciplinary penalty of a reprimand or greater.

**10.5.3.** Employees have the right to a thorough, timely and relevant investigation, inputs at all stages, and representation in the course of disciplinary and adverse actions before the final action is taken.

**10.6.** When management proposes to suspend or remove an employee from federal service, the following procedures will apply:

**10.6.1.** Management will provide the employee with 15 calendar days to respond to management's written notice of a proposed action, except in cases of emergency suspensions related to the crime provision.

**10.6.2.** The notice must state reasons for the proposed action, specifically and in detail, in order to allow the employee to respond, and must clearly state the employee's right to make a response to the proposed action and his/her right to be represented.

**10.6.3.** The employee may answer orally and in writing and furnish affidavits and other documentary evidence in support of his/her answer prior to the end of the 15 calendar day notice period.

**10.6.4.** After the notice period, receipt of the written and/or oral answer or the termination of the notice period, when no answer is received from the employee, Management will issue a written decision by the end of 15 calendar days. The decision shall include the specific reasons for the decision and a statement of the employee's grievance rights.

**10.7.** Upon request of either the employee or the employee's representative, Management will provide a copy of all documentation relied on by Management that formed the basis for the disciplinary action.

**10.7.1.** Documentation that cannot be made available to the employee upon request cannot be used as a basis for disciplinary action.

**10.7.2.** The union and management shall mutually agree to extensions beyond the time limits established in this article.

## **Article 11 - PERSONNEL RECORDS**

**11.1.** Unfavorable material placed in any employee's individual official files shall be discussed with the employee at the time of filing in accordance with law, government wide rules regulations, and the provisions of this Contract.

**11.2.** To the extent not contrary to applicable government wide laws, rules, or regulations, Employees may review the contents of, their Official Personnel Folder, or any other folder maintained on them.

**11.3.** Employees are permitted to review the AF Form 971, "Supervisor's Record of Employee," pertaining to them upon request.

**11.3.1.** Aggrieved employees may authorize the disclosure of information on their AF Form 971 to their designated representative. Any other access to the AF Form 971 is limited to persons having an official need to know.

**11.4.** The only person who has the authority to place things in the employee's AF Form 971 or review the record is the supervisor of record or other supervisors/managers in that employee's chain of command.

**11.5.** Employees will be given the opportunity to initial all entries in the AF Form 971 when the entry is made and dated by the supervisor.

**11.5.1.** The employee may initial the entry but will include the statement that the employee's initials do not indicate concurrence or non-concurrence with the entry. Employees may submit rebuttals to derogatory statements that will be filed with the statement in the AF 971.

**11.6.** Employees are encouraged to keep their personnel records up to date, to include emergency contact information and call-back data.

## **Article 12 - GRIEVANCE PROCESS**

**12.1.** The Parties agree that the procedures contained in this Article are the exclusive process to provide an acceptable method for the prompt and equitable settlement of grievances. These procedures shall be the exclusive process available to the Employer, the Union, and bargaining unit employees for resolving grievances except as provided in Paragraph 5 of this Article.

**12.2.** A grievance means any complaint:

**12.2.1.** By any bargaining unit employee concerning any matter relating to the employment of the bargaining unit employee;

**12.2.2.** By the Union concerning any matter relating to the employment of any bargaining unit employee;

**12.2.3.** By any bargaining unit employee, the Union or the Employer concerning:

**12.2.3.1.** The effect or interpretation, or a claim of breach, of this Agreement;

**12.2.3.2.** Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation effecting conditions of employment.

**12.3.** The Parties specifically agree that the following actions are exempt from coverage of the negotiated grievance and arbitration processes of this Agreement:

**12.3.1.** A suspension or removal under Sec.7532, Title 5, United States Code (National Security);

**12.3.2.** Non-selection for promotion from among a group of properly ranked and certified candidates;

**12.3.3.** Non-adoption of a suggestion or disapproval of an honorary or discretionary award;

**12.3.4.** The advance warning or notice proposing a specific action;

**12.3.5.** Separation actions taken on an employee serving a trial or probationary period

**12.3.6.** Injury compensation claims as outlined in 5 USC, Chapter 81, Section 8121;

**12.3.7.** An action terminating a temporary promotion within a maximum period of two years, and returning the employee to the former position or comparable position from which the employee was temporarily promoted; and

**12.3.8.** Reduction-in-force and furlough actions appealable under applicable laws and rules.

**12.4.** In the event either Party should declare a grievance non-grievable or non-arbitrable, this issue will be forwarded to the arbitrator for resolution, in writing or telephonically. The losing Party will incur the cost. A hearing on the merits shall be scheduled only if arbitrability has been established.

**12.5.** For the purpose of this Agreement, an employee will be considered to have exercised the option under this section when he/she files a timely notice of appeal under the applicable statutory procedure, or files a timely grievance in writing under this Article, whichever event occurs first.

**12.6.** Both Parties agree to the importance of resolving disagreements and disputes in a timely and equitable manner.

**12.7.** An identical grievance, or one substantially similar, by two or more employees may be considered as a single grievance. One representative will be allowed for the entire group. At the union's option, they can pursue these separately.

**12.7.1.** A decision on such grievances applies to all employees in the group and each is given a copy of the decision.

**12.7.2.** An employee may withdraw from a group grievance, in writing, any time before a decision is rendered. He/she may not then initiate the same, or a substantially similar grievance.

**12.8.** The employee shall be authorized to seek Union representation and the supervisor shall grant permission for the purpose of documenting the complaint. The only reason that this meeting may be delayed is due to a mission required workload. In this case, the supervisor shall immediately inform the employee of the approximate time and date they can meet with their representative, but no later than 3 duty days. Upon the employee's request, the rescheduled date/time will be provided to the employee in writing.

**12.9. Time Limits.** Time limits may be extended by mutual agreement.

**12.9.1.** Failure of the respondent to meet the time limits or any extension thereof will allow the grievant (employee or Union) to be granted all requested remedies not in conflict with law, government wide rule, or regulation. If the remedy is not granted then the remedy its self will be the only thing in front of the arbitrator for his or her decision.

**12.9.2.** If the grievant or the union fails to meet the time limits or any extensions imposed by this Article, the grievance is closed without decision.

**12.9.3.** If a timeline ends on a Saturday, Sunday, or holiday, the next normal business day will be the due date. Timelines start the first full calendar day after receipt.

**12.10. Grievance Requirements.** All grievances (employee, Employer, Union) filed under these processes must contain the following as a minimum:

**12.10.1.** Grievance requirements will include name of the grievant, a statement as to the nature of the grievance, a specific remedy requested or desired, name of the representative.

**12.10.2.** Respondent's requirements will include the name of the respondent, grievance issue, statement as to the decision, name of the respondent's representative.

**12.11.** All grievances and responses shall be hand delivered to the Civilian Personnel Flight (or drop box) or to the AFGE office (or drop box). If delivered to the drop box, make a courtesy call or send an email notifying delivery to the CPF or AFGE.

**12.12. Employee Grievances.**

**12.12.1. Step 1 Grievance.** Employees have 15 days from the occurrence of the event or when the grievant becomes aware of the event giving rise to the grievant's complaint to file the written grievance with the 2<sup>nd</sup> level supervisor.

**12.12.1.1.** Prior to filing this grievance, the employee is encouraged (either with or without the union) to discuss the event with the lowest level supervisor.

**12.12.1.2.** The second level supervisor will respond within 15 days of the date the grievance was filed.

**12.12.1.3.** For employees assigned to an organization that is a direct report to the Wing Commander, the Wing Commander will meet with the grievant and/or representative.

**12.12.2. Step 2 Grievance.** The second level grievance will be filed with the Group Commander within 15 days of the receipt of the step 1 response. The Commander will meet with the grievant and/or representative. The Group Commander will respond within 15 days.

**12.12.3. Step 3 Grievance.** The 3<sup>rd</sup> step grievance will be filed with the Wing Commander within 15 days of the receipt of the step 2 response. The Wing Commanders will respond within 15 days.

**12.12.4. Exceptions.**

**12.12.4.1.** Grievances filed over disciplinary actions will be filed at the level of supervision above the deciding official who rendered the disciplinary action.

**12.12.4.2.** Grievances filed over Merit Promotion Plan issues will be filed with the Chief, Civilian Personnel Flight, then ARW/CC.

**12.13. Employer and Union Initiated Grievances.****12.13.1. Employer Initiated Grievances.**

**12.13.1.1.** If the Employer questions Union practices, the Employer's representative will meet and discuss the matter informally with the Union President or official acting in that capacity and attempt to resolve the differences.

**12.13.1.2.** In the event an agreement is not reached that resolves the Employer's grievance, the matter will be submitted in writing to the Union president, who, within fifteen calendar days, will issue a written decision.

**12.13.1.3.** If the decision is not satisfactory to the Employer, the Employer may notify the Union of its intent to invoke arbitration in the matter.

**12.13.2. Union Initiated Grievance.**

**12.13.2.1.** The Union president or his/her designated representative must informally discuss the matter with the Employer's representative within fifteen calendar days after the occurrence of the event, or when a Union official becomes aware of the event which gives rise to the grievance.

**12.13.2.2.** If the informal discussion does not resolve the matter, the Union president or the official acting in that capacity, must file the grievance in writing to the Installation Commander within 15 calendar days.

**12.13.2.3.** A written decision will be presented to the Union within fifteen calendar days after receipt of a written grievance. If this decision is not satisfactory to the Union, the Union may refer the grievance to arbitration under the provisions of this Agreement.

**12.14. Alternate Dispute Resolution (ADR).** By mutual agreement, the Parties will utilize an alternate process (i.e., mediation, mock arbitration, etc.) if requested, by either Party at any point in the grievance process prior to arbitration. The parties may decide to utilize the FMCS grievance mediation service.

**12.14.1.** If an employee chooses not to be represented by the union in an ADR process, the union will be notified of the date and time to attend on behalf of the bargaining unit. The union's role in the process is to observe, not participate.

## **Article 13 - ARBITRATION**

**13.1.** If the Parties fail to settle a grievance processed under the Grievance Article, either side has the right to request arbitration. The request for arbitration must be in writing and must be submitted within 15 calendar days after the conclusion of the grievance mediation process.

**13.2.** Within 10 calendar days from the date of the request for arbitration, the Parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of seven impartial persons qualified to act as arbitrators. The cost of requesting the list will be borne by the party pursuing the grievance.

**13.2.1.** The Parties shall meet within ten calendar days after the receipt of such a list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of seven and will then repeat the procedure. The Party striking the first name will be determined by the flip of a coin. The remaining person shall be the duly appointed arbitrator.

**13.2.2.** If for any reason the Employer or the Union refuse to participate in a mutually agreed to meeting to select the arbitrator or refuse to schedule the arbitration, the remaining party will select the arbitrator to hear the case.

**13.3.** The Parties will meet at least one pay period (or 14 days) prior to the arbitration to determine joint exhibits, if any, frame the issue, if possible, and exchange witness lists. This will enable management to ensure participants will be on duty time.

**13.4.** The losing party shall pay the arbitrator's fee, including travel and per diem. Expenses related to presenting the case, providing witnesses, obtaining transcripts, or other costs of the Parties shall be borne by the Party requiring such. The losing party shall also reimburse for the fee in 13.2.

**13.5.** The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic workweek. If not possible, the site will be determined by the Parties.

**13.5.1.** If the hearing is held at an off base site the grievant and his representative, if an employee, will be paid travel and per diem at a rate no more than allowable under the JTR Vol II.

**13.5.2.** All participants in the hearing shall be on duty time except the union officials providing representation, who will be on official time if on duty.

**13.6.** The arbitrator will be requested to render the decision as quickly as possible. The arbitrator may not add to, modify, or delete any provision of this Agreement. The arbitrator's award shall be binding on the Parties and the arbitrator must designate the division of cost in the event neither party is a clear winner. However, either Party may file exceptions to or request a review of the award as prescribed by applicable law or regulation.

**13.6.1.** For arbitrations over grievances against management, the arbitrator's decision will be governed by all applicable laws and regulations, to include, but not limited to, the Merit Systems Protection Board (MSPB).

**13.6.2.** For those grievances that could have been appealed to the MSPB (removals, suspensions of more than 14 days, reductions in grade or pay, and furloughs or 30 days or less), the laws and regulations of the MSPB, and all applicable laws and regulations, shall apply.

**Article 14 - AWARDS**

**14.1.** In accordance with AFI 36-1001, Managing the Civilian Performance Program, the Parties agree that Performance Awards, Incentive Awards, and Time-Off Awards all employee recognition will be administered in a fair and equitable basis.

**Article 15 - EQUAL EMPLOYMENT OPPORTUNITY**

**15.1.** The Employer and the Union agree to cooperate in providing Equal Opportunity for all employees and to prohibit discrimination because of age, sex, race, religion, color, national origin, or physical or mental handicap and to promote the full realization of Equal Employment Opportunity (EEO) through a positive and continuing effort.

## **Article 16 - SAFETY, HEALTH & SMOKING**

**16.1.** The Agency will provide and maintain a safe and healthy workplace for its employees and will comply with all applicable laws, regulations and standards. The Parties recognize our respective obligations to assist in the prevention, correction, and elimination of unhealthy and hazardous working conditions and practices.

**16.1.1.** The Union will participate and assist the Employer in this effort by promoting safety including use of safety devices and equipment, reporting unsafe conditions to management and any other action that would have a positive impact.

**16.1.2.** The Employees will follow all applicable OSHA standards and all Employer Safety and Health regulations. The Agency recognizes the employee's right to identify and report unsafe working conditions without fear of retribution or reprisal.

**16.1.2.1.** The BE (Bioenvironmental Engineer) shall determine the most appropriate exposure limits for hazardous materials from the most current standards as defined by Air Force Standards or limits adopted from established, recognized standards including but not limited to OSHA, NIOSH and ACGIH.

**16.1.3.** The Parties agree to encourage employees to report any unsafe acts or conditions immediately to the appropriate supervisor. Employees are encouraged to suggest a corrective action.

**16.1.3.1.** When an inspection is conducted in response to a complaint, a Union representative will be given an opportunity to accompany the inspector unless there is imminent danger in the area. The safety inspector is under no obligation to delay the inspection when a Union representative is not available.

**16.1.3.2.** The employees/Union has the right to file their health and safety complaints with OSHA or other outside agencies. Management should be notified of these complaints and given an opportunity to correct the condition(s) prior to filing the complaint.

**16.1.4.** The work center will develop and/or implement a clearly defined 'buddy system' in required work centers.

**16.1.5.** If an employee is incapacitated due to injury or illness sustained at work, the Agency will provide access to and arrange for medical services as requested or needed by the employee. Only the employee has the right to refuse medical treatment (including medical transportation).

**16.1.6.** Management will ensure affected employees are notified of potential health and safety risks due to weather conditions. Supervisors will inform the affected employees to take the necessary precautions.

**16.2.** Training and Documentation. When the Agency determines necessary, and funds are available, job related Safety and Health training will be offered to employees.

**16.2.1.** When Occupational Safety and Health training is being conducted, designated Union representatives may request to attend. The Union may be selected to attend if vacant slots are available after the impacted employees have been placed in the training slots.

**16.2.2.** The Employer will make efforts to ensure that employees who are required to perform hazardous duties or work on a job or machine with which he or she is unfamiliar will be provided training to perform the job safely.

**16.2.3.** Any employee who believes they have been exposed to an occupational hazard, been injured or suffered from an illness related to their job, should contact their supervisor, Civilian

Personnel Flight, or their Union representative for information concerning filing appropriate form(s) with the Department of Labor.

**16.2.4.** Medical surveillance programs, occupational illness/injuries logs, exposure reports (including blood borne/airborne pathogens) will be maintained by the Agency in accordance with applicable law, government-wide rule, or regulation. The employee or his/her designated representative will be allowed to review and request copies of this documentation.

**16.3. Personal Protective Equipment.** Personal Protective Equipment (PPE), (protective devices, equipment and tools), when necessary and required by the Employer, shall be furnished by the Employer and is required to be used. The issue of PPE is through normal government purchase card (GPC) purchasing procedures and will be in compliance with OSHA standards.

**16.3.1.** The employee is expected to perform user-level maintenance.

**16.3.2.** Such items shall meet Occupational Safety and Health Administration (OSHA) standards and may include, but are not limited to gloves, safety glasses, rain clothes, and one (1) pair of safety shoes (some work centers might also be authorized a second pair - winter safety shoes to perform their duties outdoors on a regular basis).

**16.3.3.** PPE required to protect personnel from occupational exposures to chemicals and noise (hearing protectors, respirators, eye protection, suits, gloves) will be reviewed and authorized by Bioenvironmental Engineering Services prior to purchase.

**16.3.4.** PPE will be replaced on a fair wear and tear basis

**16.3.5.** The Agency shall provide training to each employee who is required to use PPE.

**16.3.6.** Based upon documented medical need, the Agency will purchase custom PPE items, if such items are otherwise paid for by the Agency.

**16.3.7.** Employees may at their option utilize their own PPE (glasses, shoes, and clothing items only) upon providing verification to their supervisor that the item meets applicable minimum standards as established by the Agency's recognized authorities.

**16.4.** If the temperature within any building or office becomes inadequate as determined by civil engineering or becomes hazardous to the employees, the agency will provide fans/space heaters to supplement the heat/cooling or correct the problem.

**16.4.1.** Employees may utilize personal space heaters/fans in work areas if uncomfortable. All space heaters must be in compliance GARBI 32-2001.

**16.5. Tobacco Use.** Tobacco use is prohibited in any government vehicle, building, or entryway. Tobacco use is allowed only in the designated tobacco areas (DTAs). Tobacco use in transit from your work area to the designated smoking area is prohibited.

**16.5.1.** DTAs will be in compliance with AFI 40-102, Tobacco Free Living. Waivers from these standards will be in compliance with AFI 33-360, Publications and Forms Management. Each facility with a DTA will have the location of the DTA posted.

**16.5.1.1.** No additional time will be allowed for tobacco breaks. However, the same informal limits that govern the amount of time afforded for purposes such as visits to the restroom, vending machines, coffee pot, drinking fountain etc., will apply to employees desiring to use tobacco. As such, they will be brief in duration.

**16.5.1.2.** Employees who use tobacco products other than cigarettes are responsible for using and disposing of these products in a trash receptacle. Exposure of other employees to the waste products will be minimized and they will not be used in break rooms/lunchrooms.

**Article 17 - EMPLOYEE ASSISTANCE PROGRAM**

**17.1.** We jointly support the objective of assisting employees with personal problems that could affect their job performance.

**17.2.** The Parties agree that the Employer will maintain an Employee Assistance Program (EAP) which will provide for employees referral services to a counselor for personal, job, or family problems.

**17.2.1.** The EAP program shall also provide for referrals to resources outside the Agency for treatment and for treatment follow-up.

**17.2.2.** Any eligible employee who participates in the program will be entitled to all of the rights and benefits provided to other employees, as well as specific services and assistance which this program may provide.

**17.2.3.** Nothing in this article shall prevent an employee from seeking EAP services voluntarily.

**17.3.** It shall be the responsibility of supervisors to follow the EAP policies and procedures. The policies and procedures shall not be used for purposes other than improvement of employees' health and referral for treatment of problems causing or contributing to deficiencies in job performance.

**17.3.1.** Management referrals must be made on an objective and factual basis rather than on any unsupported assumption or judgments. The employee may, at his option, be represented in discussions of referral.

**17.4.** The Employer will ensure that:

**17.4.1.** Employees may voluntarily seek counseling, referral, and information from the program on a confidential basis.

**17.4.2.** No employee will have his/her job security or promotion opportunities jeopardized simply by the fact that he/she has requested counseling or referral for treatment.

**17.4.3.** Under normal circumstances, Management will refer employees to EAP for first time drug/alcohol abuse incidents.

**17.4.4.** The confidential nature of all records pertaining to the identity, diagnosis, prognosis, and/or treatment of any employee will be preserved in accordance with appropriate laws, rules and regulations.

**17.4.5.** Employees shall be allowed administrative leave, not to exceed a maximum of six hours, as determined necessary by the counselor, and approved by the supervisor, for counseling sessions during the assessment and referral phase. This may require more than one meeting.

**17.4.6.** Absences during duty hours for rehabilitation or treatment must be charged to the appropriate leave category in accordance with leave regulations.

## Article 18 - PAY

**18.1. Pay.** Employees shall receive equal pay for equal work in accordance with their position classification and pay schedule.

**18.1.1.** Employees at Grissom shall be classified IAW government wide rules, regulations and law. Employees will be paid appropriately IAW their proper classification.

**18.1.2.** Pay policy is separate and apart from the contract.

**18.2.** Employees who are designated to perform the duties of time and attendance monitors will be notified in writing.

**18.2.1.** Names of the current time and attendance monitors will be posted in Finance and available upon request.

**18.2.2.** All information contained in or pertaining to time and attendance is considered highly confidential.

**18.2.3.** Employees with access to this information will be advised of the potential penalties of disclosing this information inappropriately.

**18.2.4.** Employees must complete the automated SF 71, Leave Request Form, in ATAAPs to document leave requested and approved. Though it may initially be approved with a verbal request or email, it must be completed with the SF 71 process.

**18.3. Legal Support.** The Agency will provide legal support to the extent authorized by Federal Law for Grissom ARB employees involved in criminal actions and some civil actions as a result of performing assigned duties, provided that the employee acted in good faith and with a reasonable belief in the lawfulness of his/her action.

## **Article 19 - LEAVE**

**19.1.** The taking of leave is the right of the employee, subject to the approval of Management based on work needs of the section. This article applies to all work centers on Grissom ARB. Fire Department shift employees (CEF), Security Forces (SF), Command Post (CP) and Air Traffic Control (ATC) have additional requirements in the subsections within this article.

**19.2.** The denial or approval of leave will not be used as a punishment or reward. Once leave is approved it can only be cancelled for unforeseen circumstances. If leave is cancelled the employee and the supervisor will sit down and schedule the cancelled leave at the employee's election. When leave is denied for justifiable and valid reasons, the supervisor will document the denial in ATAAPs.

**19.3.** Management will provide a timely response to leave requests. The timeliness is dependent on when the leave is needed. If a supervisor is not available for a short-notice request, the leave request needs to go up through the chain of command.

### **19.4. Annual Leave.**

**19.4.1.** Requests for leave will be submitted for the period of 1 February to 31 January. Employees will request the leave by 1 January and the supervisor will inform the employee of denial or approval by 15 January. In leave conflicts; the employee with the senior SCD-Leave will get the leave. All of these requests and responses will be in writing – SF 71s are not required for this forecast.

**19.4.1.1.** Leave not forecasted shall be granted on a first come, first served basis as mission allows.

**19.4.1.2.** All employees are required to forecast, at a minimum, their projected "use or lose" leave. This provides the necessary documentation in the event that the employee needs to request restoration of cancelled leave that can't be rescheduled.

**19.4.2.** Employees requesting unscheduled leave will do so with their immediate supervisor as far in advance as possible. If the immediate supervisor is not available, the employee will contact the 2<sup>nd</sup> level supervisor or whoever is the acting supervisor that is a management employee.

**19.4.3.** If the supervisor anticipates "blackout" periods when leave will not be approved, the employee will be told these periods as far in advance as known to assist the employee in scheduling leave.

**19.4.4.** If approved leave is cancelled by the supervisor, the employee will receive priority in rescheduling that leave, but will not bump others with scheduled, approved leave.

**19.4.5.** If an employee's work schedule is changed at the Agency's direction, the employee's scheduled leave will not be cancelled unless mission requirements determine otherwise.

**19.4.6.** When the employee's work schedule is changed, all previously scheduled days off (SDO) are assumed to be requested leave days under the new schedule. The supervisor will notify the employee if any of the SDOs (now leave) are disapproved.

**19.4.7.** Employees will not be required to change their schedule to day shift when taking leave for the sole purpose of not paying night shift differential.

**19.4.8.** Requests for restoration of annual leave that the employee is prevented from taking will be submitted with the initial leave schedule, the re-verified request, and Management's statement as to what workload prevented the employee from taking his/her leave as planned.

**19.4.9.** If employees do not have the required annual leave, they may request from their supervisor an advance of the annual leave left to be earned in the calendar year. The supervisor has the discretion to approve or disapprove this request for advanced annual leave. Request and approval/disapproval shall be in writing.

**19.4.10.** Military leave will not affect other employees' forecasted and scheduled leave.

**19.5. Sick Leave.** The Union joins Management in encouraging employees to conserve sick leave so it will be available to them in case of extended illness.

**19.5.1.** Requests to use sick leave for the purpose of pre-scheduled medical, dental, or optical examinations will be submitted to the immediate supervisor as far in advance as possible via SF 71.

**19.5.2.** Employees who are unable to report to duty because of illness or injury will call their work center within two (2) hours prior to or one hour after the start of the shift to which assigned. The employee will normally notify the supervisor personally. If not available, the employee will notify the acting supervisor or leave a message. If leaving a message, the employee must leave a phone number where they can be contacted.

**19.5.3.** If an employee becomes sick and or injured while on annual leave, employees can request their records be changed to reflect sick leave.

**19.5.4.** Where an employee requests sick leave, or annual leave, or LWOP in lieu of sick leave, for periods of illness, the employee must make an appropriate request and may be required to furnish evidence of the need for sick leave upon return to duty. Normally this will not be required unless the leave period exceeds three consecutive workdays of the employee's work schedule.

**19.5.4.1.** An employee may support the request for sick leave:

**19.5.4.2.** By medical certificate/documentation, from the Agency's employee health care provider or the employee's health care provider, that is administratively acceptable; or,

**19.5.4.3.** Employees may self-certify for sick leave in circumstances where the illness was not treated by a health care provider. The self-certification will indicate why a health care provider was not seen; for example, remoteness of area, a previously medically documented chronic condition, or other specific reasons. If the supervisor is concerned that the employee's ability to work may be impacted, the supervisor may require the employee to provide medical documentation to include a prognosis, diagnosis, and specific limitations to work requirements to approve further sick leave. Employees cannot use self-certification in instances where workplace limitations are required; these instances require medical certification.

**19.5.5.** The use of sick leave in itself does not constitute misuse or abuse. If there is reason to believe the employee is misusing or abusing sick leave privileges, the following will apply:

**19.5.5.1.** The employee will first be advised that because of a questionable sick leave record, they may be placed on sick leave restriction if their sick leave usage does not improve.

**19.5.5.2.** If an employee is placed on sick leave restriction, it will be in writing, and it will contain an explanation of why the employee is on sick leave restriction, along with the fact that a medical certificate signed by a physician or practitioner will be required for each subsequent absence on sick leave.

**19.5.5.3.** The attendance records of employees on sick leave restriction will be reviewed and reconsidered every six (6) months and the requirement withdrawn, if warranted.

**19.5.6.** The Employer may advance up to 240 hours of sick leave in cases of serious disability or ailment.

**19.5.6.1.** Management will not restore “use or lose” annual leave that was lost while an employee was on advanced sick leave.

**19.5.6.2.** If an employee’s request for advanced sick leave is denied, the employee will be provided the reason for the denial in writing.

**19.5.6.3.** Employees who have requested, used, and are repaying advanced sick leave and become ill or are injured in an accident can request advanced additional sick leave.

**19.5.7.** The Employer will not publicly post or otherwise make available to any unauthorized employees, individual sick leave records.

**19.5.8.** When an employee is certified by a physician or practitioner as having physical limitations as a result of accident or illness, efforts will be made to find suitable work to be performed.

**19.5.8.1.** Identifying light duties in a position or organization and the length of time that these light duties may be performed will be determined by the employee’s physical condition, approval of the physician, and the needs of the organization.

**19.5.9.** For information on leave use for adoptions, funerals, maternity situations, family illness and other related emergencies, employees can contact the Civilian Personnel Flight, their supervisor, or AFGE 3254 for information on Federal leave benefits, to include the Family and Medical Leave Act of 1993, the Voluntary Leave Transfer Program, advanced leave, and any other applicable benefits.

**19.5.10.** The agency can require employees to be seen by the agency doctor based on the requirements defined in the Standard Core Personnel Document (SCPD) and SF 78. Management retains the discretion to assign duties to the employee within his or her limitations, approve leave, or place the employee on administrative paid leave until he or she is seen by the agency doctor.

**19.5.10.1.** The parties agree that limitations are determined by a competent authority as determined by the agency.

**19.5.10.2.** If an employee is assigned duties thought to be within their limitations and the employee believes the duties may aggravate, injure or create discomfort, the employee will notify their supervisor and request an altered duty assignment.

**19.6. Leave Without Pay (LWOP).** Employees may request LWOP in lieu of utilizing sick or annual leave.

**19.6.1.** Approval of LWOP will be based on mission needs.

**19.6.2.** LWOP may be granted for up to one year when an employee is relocating out of the commuting area. This includes an employee who is elected to a position of national representative for AFGE. The employee will submit a Request for Personnel Action (RPA) at the same time for the future resignation date. The employee may return to the position unless the replacement has been offered the position.

**19.6.3.** The employee should advise the Employer as soon as possible of his/her intention to return to work. It will then be determined when the employee is to report for duty.

**19.6.4.** The Employer will place the employee in his/her former position if the position is vacant and the Employer intends to fill the position. If their position no longer exists, the employee will be accorded employment rights in accordance with applicable regulations.

**19.7. Voting.** With the extended voting hours in all jurisdictions, every employee is encouraged to vote. Employees who cannot exercise this right either before or after scheduled duty hours on voting day will submit a request in writing to their immediate supervisor. The supervisor may approve a limited amount of excused absence to permit the employee to report for work 3 hours after the polls open or leave from work 3 hours before the polls close, whichever requires the lesser amount of time off. This does not apply to employees whose voting place is beyond normal commuting distance as they can vote by absentee ballot. The military personnel flight is available to provide information on absentee voting.

**19.8. Jury-Witness Duty.** When an employee is called to serve as a juror or as a witness on behalf of Federal, State or local government he/she will be granted court leave IAW AFI 36-815 unless urgent necessity dictates otherwise. If denied, the agency will provide documentation to the employee for the courts.

**19.8.1.** There is no provision for court leave or official time for employees serving as witnesses in a civil case.

**19.9. Blood Donors.** The Employer promotes the donating of blood and encourages employees to participate in the program. Employees may be excused by their supervisors to donate blood without charge to leave, when otherwise in a duty status. The maximum excusable time should not exceed 4 hours, except in unusual cases. When the employee must travel a long distance or when unusual need for recuperation occurs, up to an additional 4 hours may be authorized. This is not a flat number of hours (for example, the afternoon off), but for the exact period of time to travel to the donation location, donate blood, eat/recover, and travel back to the work center (unless the duty day has been completed). Air Traffic Controllers when donating blood must conform to AFI 13-204 standards.

**19.10. Excused Absence for Union Officials.** An employee who is in a duty status and is an elected official or designee for the local will be excused without charge to leave to attend Union sponsored training sessions. The union president and stewards will be granted up to 140 hours each of union sponsored training per calendar year, to include travel time. Training attendance will not exceed two weeks at a time.

**19.10.1.** The training will benefit the labor-management objectives of establishing an environment, i.e., training and development that emphasizes employee participation, teaming, quality initiative training, conflict resolution, or any other training that is mutually beneficial to the Union and Management.

**19.10.2.** Excusal for this purpose will be submitted to the supervisor for approval, normally, at least one week in advance. The request will be accompanied by a voluntary work schedule change request for the employee's work schedule to be 8-hrs per day for that pay period, with hours that correspond to that of the Union sponsored training. Wage system employees will receive night shift differential if the shift change is temporary for two weeks. The supervisor will promptly (1) determine if the employee can be excused based on workload need; (2) ensure the employee is on appropriate orders for the training if necessary; and (3) process the temporary work schedule change. Necessary travel time for Union sponsored training will also be excused without charge to leave, with the understanding that travel time during duty hours will be minimized. Employees will be placed on permissive TDY orders.

**19.11. Excused Time for Emergencies.** In the event of a catastrophic incident in which the base population must be evacuated, as directed by the authority having jurisdiction, affected personnel are considered to be on administrative leave for the duration of the evacuation (normally not to exceed one day). Employees may be directed to remain in the area.

**19.11.1.** An employee who can be spared without interference to essential operations or obligations may be excused to participate in emergency rescue or protective work during an emergency such as fire, flood, or search operations. These employees will normally be excused without charge to leave for up to five (5) workdays.

## **Article 19a - AIR TRAFFIC CONTROL LEAVE**

**19a.1.** This subarticle governs the procedures specific to Air Traffic Control personnel.

**19a.1.1.** The Air Traffic Control (ATC) Supervisors will coordinate with the ATM once the bidding process has concluded and provide any changes that occur throughout the year.

### **19a.2. Leave Bidding/Guidelines**

**19a.2.1.** The goal is to provide a fair and equitable process for requesting annual leave after the yearly holiday bid list has been drafted.

**19a.2.2.** Due to the ATC crew concept, each crew's leave requests will be scheduled independently. Training & Standardization, TERPS, and ATC STARS Automation fall under the purview of the AOM.

**19a.2.3.** The process for bidding annual leave will commence immediately following the conclusion of the bidding for holiday leave. This will begin no later than 1 December and will be concluded no later than the 31st of December each calendar year.

**19a.2.4.** Employees will bid leave two 4 day blocks at a time based on SCD. Each 4 day block will be consecutive days. Any block bids that are less the 4 days will still be considered a full block and counted as a full block. If an employee is on a different work schedule, i.e. 5/4/9 or Mon-Fri (due to hardship, etc.), these employees will be allowed to bid the full number of days equal to their workweek. This allows an employee who may be working a 5 day week to bid their full week but still counted as one block.

**19a.2.5.** The employee has the right to bid and include regular days off in conjunction with the four day block request. For example, in a block of leave request on a 2/2/2 schedule, an employee may include the 2 days off prior and after the 4 days of scheduled/annual leave. In doing so, the employee will not be contacted for overtime on those days.

### **19a.3. Miscellaneous Information.**

**19a.3.1.** Any scheduling conflicts will be coordinated with the supervisor and ATM for resolution.

**19a.3.2.** In the event an employee or the facility is on an alternate work schedule, the process for bidding leaves would then include all crews or personnel who would be affected by the alternate schedule. The bidding process will be distributed fairly and equitably.

**19a.3.3.** Newly assigned personnel will request leave as soon as practical upon arrival and after crew assignment. Leave approval will be based on availability and manning requirements. These personnel will bid leave normally with their respective crew for the next calendar year.

**19a.3.4.** The only "blackout" period will be the Saturday before until the Monday following the Experimental Aircraft Association (EAA) Air Venture Oshkosh week (normally the last week of July). This is due to heavy traffic volumes where full manning is required. This includes Training & Standardization, TERPS and ATC STARS Automation.

**19a.3.5.** Exceptions to the "blackout" period (spot leave of one day or less) will be evaluated on a case by case basis.

### **19a.4. Sick Leave.**

**19a.4.1.** During operational facility hours, employees are requested to contact the facility ATC Supervisor/CIC two hours prior to the start of the shift to which assigned. During non-duty hours contact the supervisor. If not available, the employee will notify the acting supervisor or leave a

message. If leaving a message, the employee must leave a phone number where they can be contacted.

## **Article 19b - COMMAND POST LEAVE**

**19b.1. Annual Leave:** Command Post Controllers will submit an annual leave plan for the following calendar year via e-mail to the command post superintendent no later than 30 September of the current year. Conflicting leave plans will be resolved by duty position first (e.g. Senior Controller v. Junior Controller), then by SCD-Leave.

**19b.2.** Management will publish leave blackout dates on the annual work schedule in order to ensure sufficient controller manning is available during high density operations (inspections, exercises, deployments, etc.) every attempt will be made to include them in the initial publication of the work schedule. Request for leave during the blackout dates will not be approved in advance but may be approved once required manning has been established for the event but no earlier than the pay period prior to the blackout date.

**19b.3.** Approval for leave outside of the annual leave plan will be approved on a case by case basis. Approval will depend on the density of operations during the time the leave request is for, and the duty position requesting leave (e.g. Senior Controller v. Junior Controller). In this case, conflicting leave requests will be resolved based on who requested leave first.

**19b.4. Sick Leave.** Requests for sick leave should be made as far in advance of the controller's shift as possible, but at least 2 hours before the shift starts so that a qualified replacement may be found. If a qualified replacement cannot be found in time, the sick controller will report for duty as scheduled and perform controller duties until a replacement arrives. Under normal circumstances a sick controller will not leave their duty station until a qualified replacement has been found and a changeover briefing between the two has taken place. Controllers who leave their duty station prior to being properly relieved will face decertification and possible disciplinary action. Obviously extreme circumstances such as incapacitation or hospitalization being the exception, but these must be properly documented.

## **Article 19c - FIRE DEPARTMENT LEAVE**

**19c.1.** This subarticle governs the procedures specific to the Fire Department Operations and CEFC shift-work personnel.

**19c.1.1.** In each section (CEFA, CEFP, CEFT, CEFC, and CEFO), the leave is determined separately; employees in different sections do not compete against each other for annual leave.

**19c.1.2.** By 15 January, Management shall notify the affected employees in writing of the specific dates and time that either were or were not granted and the specific reason why the leave could not be granted. A reason such as "workload" is insufficient.

### **19c.2. Annual Leave.**

**19c.2.1.** Forecasted leave for the shift will be divided equally among the PODs. Each pod will receive one slot of forecasted leave. The fourth slot can be given to the alternate with the highest SCD.

**19c.2.2.** Once leave is signed and turned in, the forecast period is over. Leave is due to be turned in by 31 December (unless extenuating circumstances for example deployments) and Management will post the leave calendar by the 15<sup>th</sup> of January.

**19c.2.3.** For the purpose of scheduled leave a shift is a 48 hour increment. A person does not have to take the entire 48 hours forecasted. But the leave is reserved for the firefighter until they state they are not taking it. The spot will then move to alternates and un-forecasted leave requests.

**19c.2.4.** To obtain the leave forecast, each POD will receive a jointly produced leave calendar with their scheduled days. The firefighter with the highest SCD makes the first round leave selection of not more than three 48 hour shifts. The firefighter with the second highest SCD will then make their selection of not more than three 48 hour shifts. This process continues until all personnel have completed the first round of leave selection.

**19c.2.5.** The same process is used for the second round of leave selection up to three 48 hour shifts.

**19c.2.6.** On the third round of leave selection, firefighters may select no less than 24 hours of forecasted leave up to the amount of leave they have on the books and the amount of leave they will earn that year. The highest SCD firefighter will make the third round of selection, followed by the second in descending order until all firefighters on that POD have selected leave. Alternate leave selection will be made during the third round.

**19c.2.7.** Shifts not selected by the POD will be made available for the other two PODS working that day. When a POD has an open spot after all forecasted leave is turned in, the slot goes to the alternate with the highest SCD for forecasting purposes. At management's discretion, up to four firefighters can be on forecasted leave.

**19c.2.8.** Supervisors may approve more than three forecasted on leave for the day. The Senior Fire Officer will count toward meeting the levels of service required for the day.

**19c.2.9.** Military leave will not affect other employees' forecasted and scheduled leave.

**19c.2.10.** In CEFC, one employee is allowed on leave during a 24-hour period.

**19c.2.11.** Manning levels may be lowered for the entire shift or for part of a shift at the discretion of the assistant chief of fire operations (or, in the absence of this person, the supervisor at the next level up). Supervisors will make every effort to let employees know about lowered manning levels in advance to provide them an opportunity to have more on leave, based on seniority. Adjustment of the manning level and granting of more employees on leave cannot result in overtime.

**19c.2.12.** Consideration of "scheduled leave" includes any known upcoming absence, to include, but not limited to, extended sick leave.

### **19c.3. Overtime.**

**19c.3.1.** For the purposes of calling people in for overtime, the supervisor will consider non-duty days in conjunction with approved leave days just like leave. Employees who are on leave that are called for overtime and say no will retain their spot on the overtime list.

### **19c.4. Non-forecasted Annual Leave.**

**19c.4.1.** Annual leave not forecasted (including emergency requests for annual leave) shall be done in accordance with the following process:

**19c.4.2.** Non-forecasted leave will be handled on a first-come first-served basis. Un-forecasted leave is submitted using ATAAPS SF-71. Firefighters are encouraged to send an email to both supervisors detailing their request to ensure the request is time stamped. If the leave cannot be granted because there are already 3 employees off, the supervisor will notify the employee that his request is "pending." If possible, the supervisor will grant the leave depending on the workload for that day and will notify the employee as this is known.

**19c.4.3.** If three employees are already on leave in CEFO and the employee was unable to request the annual leave in advance, he/she must call in to work prior to the shift to request the leave. Management will grant unscheduled annual leave on a first-come, first served basis after granting requests for "pending" leave as defined in paragraph 19c.4.2. above. The granting of non-forecasted annual leave will not result in overtime being required.

### **19c.5. Cancellation of Approved Leave.**

**19c.5.1.** The employee may at any time cancel approved leave before it is used. Rescheduling of canceled leave does not give the employee any priority to reschedule leave over other employees' scheduled and approved leave.

### **19c.6. Sick Leave.**

**19c.6.1.** Employees who are unable to report for work due to illness or injury will call the on duty supervisor prior to the start of their scheduled workday. If the supervisor is not available, they must speak to the next level supervisor and/or the senior fire officer. Notification normally will be done personally, however, if the employee is incapacitated, the call from adult family member or physician or practitioner will be accepted.

**19c.6.2.** If the employee has been under the care of a physician and has been out for more than 3 consecutive days, the employee may be required to submit a doctor's statement.

## Article 19d - SECURITY FORCES LEAVE

**19d.1.** Employees will follow Article 19 with the following additions/exceptions:

**19d.2. Annual Leave.** In each section (S3OA, S3OB and S3OC), the leave is determined separately; employees in different sections do not compete against each other for annual leave.

**19d.2.1.** Each employee will submit a request for scheduled annual leave for the following calendar year. The respective shift supervisors will provide a projected event schedule and employees will have 30 days to submit their annual leave projections. Supervisors will have 30 days to reconcile leave conflicts and notify employees that their leave is approved/disapproved. The employee will initial and date to show receipt of this written notification.

**19d.2.2.** In each respective section, if there is a dispute over forecasted annual leave the following will apply:

**19d.2.2.1.** Management within the section will meet with the affected employees and advise them that there is a conflict. The employees shall attempt to resolve the conflict among themselves.

**19d.2.2.2.** If the conflict is not resolved among the employees, Management will use SCD to grant the disputed time to the senior employee.

**19d.3.** Requests for leave will be submitted for the period of 1 January to 31 December. Under normal circumstances, employees will have leave requests submitted to their shift supervisor no later 1 November.

**19d.3.1.** By 1 December, Management shall notify the affected employees in writing of the specific dates and time that either were or were not approved and allow employees an opportunity to reschedule cancelled annual leave.

**19d.4.** In S3OA, S3OB, or S3OC, one employee is allowed to schedule leave during each 8- hour shift. If manning allows, more than one employee can be afforded leave.

**19d.4.1.** Consideration of “scheduled leave” includes any known upcoming absence, to include, but not limited to, extended sick leave.

**19d.5.** Annual leave not forecasted (including emergency requests for annual leave) shall be done in accordance with the following process:

**19d.5.1.** Employees requesting unscheduled annual leave should do so through ATAAPS as far in advance as possible. If possible, Management will grant the leave depending on the required manning for that day and will notify the employee as this is known.

**19d.5.2.** Management will grant unscheduled annual leave on a first-come, first-served basis. The employee must call in to work prior to the shift to request the leave. The granting of unforecasted annual leave will not result in overtime being required.

**19d.6. Cancellation of Approved Leave.** The employee may at any time cancel approved leave before it is used. Rescheduling of cancelled leave does not give the employee any priority to reschedule leave over other employees’ scheduled and approved leave.

**19d.7. Sick Leave.** Employees who are unable to report for work due to illness or injury will contact the on-duty shift supervisor at least 2 hours prior to the start of their scheduled work day. If the supervisor is not available, the employee will contact the Emergency

Communications Center. Notification will normally be done telephonically by the employee; however, if the employee is incapacitated, a call from an adult family member, physician or practitioner will be accepted.

**19d.8.** When an employee is certified by a physician or practitioner as having physical limitations as a result of accident or illness, the employee will be placed on light duty IAW AFI 31-122.

**19d.8.1.** Identifying light duties in a position or organization and the length of time that these light duties may be performed will be determined by the employee's physical condition, approval of the physician, and the needs of the organization. Identification and authorization of light duties for GS-0083 personnel must include approval of the agency physician in concert with the civilian personnel flight.

## Article 20 - WORK SCHEDULES

**20.1.** The regular basic workweek for employees is 40 hours, normally five consecutive days with regular duty hours between 0600-1800. This article applies to the entire installation; however, Fire Dept., Security Forces, Air Traffic Control, and Command Post, will have additional requirements as defined in their subsections within this Article.

**20.2.** The Parties recognize that the 434th Air Refueling Wing mission may require changes in established shifts, work schedules, and tours of duty.

**20.2.1.** The Parties agree that the Employer has the option of implementing mass shift changes if negotiations are requested and do not produce an agreement within 15 days. Such decisions to implement will be made at the Group Commander level or above.

**20.2.2.** Negotiations will continue and any resulting agreement/decision will be implemented.

**20.3. Rest Periods.** Supervisors will establish time when rest periods will be taken in accordance with the criteria below. The rest periods will normally fall at regularly scheduled times. The rest period will not exceed 15 minutes during each four consecutive hours of work. Rest periods will not start until employee reaches his/her designated rest area/room.

**20.3.1.** Criteria to be followed by supervisors in determining the justification for granting rest periods are:

**20.3.1.1.** Protection of employee's health by relieving them from hazardous or very physical work

**20.3.1.2.** Reduce the accident rate by removing the fatigue potential

**20.3.1.3.** Relieve those who work in confined spaces

**20.3.1.4.** Increasing or maintaining a high quality or quantity production

**20.3.1.5.** Employees in an office environment who do not meet the above criteria are allowed to get up to get coffee, take rest room breaks, etc. when able and it does not interfere with the mission.

**20.4. Lunch Period.** When more than one 8-hour shift is scheduled in a 24-hour period and an overlapping of shifts to permit time off for lunch is not possible, management may direct a paid, on-the-job lunch break of up to 20 minutes.

**20.4.1.** When such lunch is directed, the employees shall spend their on-the-job lunch at or near the work site.

**20.4.2.** Any lunch period that is determined to be inconsistent with governing regulations will be immediately discontinued and negotiated.

**20.5. Work Schedules.** Bargaining unit employees will be afforded the opportunity to work, consistent with mission requirements, a 5/4-9 or 4/10 Compressed Work Schedule, a Gliding schedule, or a fixed 8-hour schedule of 0730-1630 with a lunch break from 1130-1230.

**20.5.1.** Employer denial of a requested work schedule or termination of an existing work schedule will be IAW the following criteria:

**20.5.1.1.** A reduction of productivity; or

**20.5.1.2.** A diminished level of service; or

**20.5.1.3.** An increase in the cost of operations.

**20.5.2.** When it is determined by management to discontinue an AWS, the Union will be notified and provided the reason. If any additional information related to the issue becomes available, it will be provided to the Union within 3 workdays of its availability to the Employer.

**20.5.3.** Under any of the AWS options, the employee may request a work schedule change normally only once every six (6) months. However, employees will be permitted to vary from one schedule to another for bona-fide personal hardships, and otherwise, for operational needs as determined by the employer.

**20.5.3.1.** Supervisors will reply to employees shift selection (1<sup>st</sup>, 2<sup>nd</sup>, or 3<sup>rd</sup> shift) request prior to employees work schedule (5/4-9 or 4/10 compressed work schedule, Gliding, or fixed 8 hours) request. Approval/denial of a work schedule request will be done in writing and at least 1 full pay period prior to the requested work schedule start date. Justification denying such request will be included and in writing. Employees recognize a shift change may require a change in SDO for 5/4/9 or 4/10 work schedules.

**20.5.3.2.** All GS-2185, Inflight Refueling Technicians (Boom Operators) currently on flying status and the Command Post Reports Manager, Command Post Training Manager, and Command and Control Procedures Trainer may maintain a maxi-flex schedule. Maxi-flex will be in accordance with AFRCI 36-803 and the 434 ARWI 36-801.

**20.5.3.3.** Work shift, schedule, or tour-of-duty changes directed by management will require a one-week advanced notice to the employee IAW AFI 36-807 AFRCSUP 1.

**20.6.** Shift Work. When shift work is established, Management shall make those shifts available to all qualified employees.

**20.6.1.** Employees will select shifts on the basis of seniority (based on leave SCD), most senior employee selecting first, and least senior selecting last. Selections will remain in effect for periods of 180 calendar days. If not enough qualified employees volunteer, then reverse seniority will be used to fill the vacancies. (For AMXS: seniority will be on a combined list)

**20.6.2.** Employees in an initial orientation, performance improvement plan, temporary medical accommodation, or training will be assigned to Management's choice of shifts for a period not to exceed 180 calendar days.

**20.6.3.** Employees may request exceptions to shift selection based on personal hardship. Management will make every effort to accommodate personal hardships. Depending on the circumstances, employees may be required to present documentation of hardship conditions.

**20.6.4.** Employees shall be permitted, with supervisor approval, to swap or trade shifts with qualified volunteers who have demonstrated the ability to successfully perform the required work. Shift swaps or trades shall not negate the seniority shift selection process or result in overtime or other additional cost to the Agency.

**20.7.** A special tour of duty (of no less than 40 hours in an administrative workweek) may be established to permit employees to take courses at nearby educational institutions that will equip them for more effective work in the Agency.

**20.8.** In the event an employee will be unable to work due to a medical condition, the employee may request to temporarily work at home part-time or full time, unless his/her position precludes telework. This is with supervisory approval. The employee's physician must approve the employee to work at home.

**20.9.** Clean up and tool (equipment) storage time. Management shall provide a reasonable amount of duty time consistent with the nature of the work performed for employees to personally clean up

prior to the beginning of a lunch period and at the end of a shift. Time shall also be allowed to properly store and protect government property, equipment, and tools prior to the lunch period and at the end of the workday. If unable to complete these tasks within their shift, the employee shall be properly compensated for the time worked in accordance with overtime regulations and FLSA. (This does not mean an employee can schedule his/her own overtime).

## Article 20a – AIR TRAFFIC CONTROL WORK SCHEDULE

**20a.1. Air Traffic Control Schedules.** These schedules apply to all air traffic controllers who are assigned to the Grissom Air Traffic Control facility. These schedules are options which allow for a three crew concept with support from Training & Standardization, TERPS and Automation personnel.

**20a.1.1.** The “2/2/2” is defined as a shift schedule (crew concept) under the direct supervision of an ATC Watch Supervisor or Controller in Charge. This schedule provides employees two 8- hour swing shifts, two 8-hour day shifts, then two days off. This schedule can also be defined as two 8-hour day shifts, two 8-hour swing shifts, then two days off. At the beginning of the fifth and sixth week, the employee works four (4) 10-hour shifts to make up the difference in lost hours (for 80 hours a pay period). The schedule will require a 20 minute on the job lunch.

**20a.1.2.** The “4/2” is also defined as a shift schedule (crew concept) under the direct supervision of an ATC Watch Supervisor or Controller in Charge. This schedule provides employees the option to work 4 straight days with two days off rotating to work 4 swings with two days off, etc. At the beginning of the fifth and sixth week, the employee works four (4) 10-hour shifts to make up the difference in lost hours (for 80 hours a pay period). The schedule will require a 20 minute on the job lunch.

**20a.1.3.** A Crew Concept is defined as controllers working amongst a crew in unison together. For example, if one crew is working the 2/2/2 schedule with two 8-hour swing shifts, two 8-hour day shifts, all personnel on the other crews will work the same rotation.

**20a.1.4.** Training & Standardization, TERPS and Automation personnel are considered staff and they will normally work, consistent with mission requirements, 5 days on and 2 days off (aka “5/2”), 5/4/9 or a Gliding schedule. These schedules may also be afforded to shift workers upon request based on individual circumstances, mission and operational need.

**20a.1.5.** In the event of a short term contingency, staff personnel can work on the same schedule as shift personnel. While working this schedule they will remain under the supervision and control of the AOM.

**20a.1.5.1.** In determining who will work with shift personnel, volunteers will be solicited first. If there are no volunteers then inverse SCD will be used.

**20a.1.5.2.** The AOM will have final determination based on program requirements which staff member will fill the need.

**20a.2.** The airfield hours of operation are published in the IFR supplement. When directed by the Operations Group Commander hours may change to support mission requirements. The Radar Approach Control (RAPCON) facility will remain open daily in support of the National Airspace System (NAS).

### **20a.3. Posting Work Schedules.**

**20a.3.1.** ATC Management must post copies of shift work schedules for all tours of duty in the work center accessible by the employee.

### **20a.4. Other.**

**20a.4.1.** Management reserves the right to change an employee’s work schedule for operational effectiveness and mission accomplishment.

**Article 20b – COMMAND POST WORK SCHEDULE**

**20b.1.** Controllers work platoons (rotating shifts) that are built into the Defense Civilian Pay System as SS1, SS2, ST1, and ST2. Each controller is assigned to one of these platoons based on seniority. Office workers are eligible for a Gliding schedule or they can continue to work 0730-1615 with a lunch from 1130-1215.

**20b.2.** The platoons automatically rotate from days to nights every two pay periods and from the beginning of the week to the end of the week every 13 pay periods. For example, the work week for SS1 starts on Sunday and works 12 hour shifts until Wednesday of that week. The second week, that person starts work on Sunday and works 12-hour shifts until Tuesday. Then ST1 starts work on Thursday and works 12 hour shifts until Saturday. The next week they start work on Wednesday and work 12 hour shifts until Saturday. The last day of the pay period is an 8 hour day.

**20b.2.1.** Each controller works 4 on, 3 off one week and 3 on, 4 off the next week, or 3 on, 4 off and 4 on, 3 off the next week.

**20b.2.2.** With the automatic rotating platoons for one year each controller works:

- 13 pay periods on days
- 13 pay periods on nights
- 13 pay periods starting on Sunday
- 13 pay periods starting mid-week

**20b.3.** Each controller is assigned to a work schedule platoon based on seniority using Service Computation Date-Leave (SCD-LV). There are four console positions performing shift work and two office positions that work Monday-Friday.

## **Article 20c – FIRE DEPARTMENT WORK SCHEDULE**

**20c.1.** Personnel assigned to operations work a rotating shift (POD) which consists of 48 continuous hours on duty. Each firefighter will work 144 hours in each pay period. The normal work hours for firefighters are established from 0745 to 1600 daily. Lunch hour will be 1200 to 1300. The remaining 15 hours is devoted to standby time.

**20c.2.** The firefighter work schedule is commonly referred to as a “48/72.” This work schedule will be 48 hours on, 72 hours off, 48 hours on 72 hours off, 48 hours on, 48 hours off, and then repeat cycle. Cycle runs a two week period and maintains the 144 hour pay period.

**20c.3.** The firefighters will be arranged in 7 Teams (PODs)

**20c.3.1.** Vacancies will be filled from overages in other teams and/or inbound/replacement personnel. If a vacancy is filled from another POD, it will be by lowest SCD. Personnel can request to switch PODs by submitting a written request to their supervisor. These will be honored as openings exist and on a first come first served basis. If a member is forced to move from one POD to another they will have first return rights to that POD.

**20c.3.2.** Appointments will be scheduled through the Assistant Chief of Operations or Senior Fire Officer on duty.

**20c.3.3.** Room assignments are made within the PODs. Rooms will be equally distributed between the PODs based on the current room assignment list.

**20c.3.4.** A room will be shared by two personnel on sequential pods; there is no conflict (example is a person on pod 5 may share a room with person on pod 4 and 6).

**20c.3.5.** An employee who changes PODs cannot bump another employee from a room; they will take the available room.

**20c.4. Shift Change.** Operations on coming personnel will stand roll call each morning at 0745.

**20c.4.1.** The off going (POD) is responsible for all response until 0745.

**20c.4.2.** The off going (POD) will not be relieved until the Assistant Chief of the oncoming shift is assured there is sufficient personnel available to man vehicles. This process is accomplished by on coming personnel signing in on the manning board.

**20c.4.3.** The off going (POD) will leave firefighting gear and equipment on their assigned vehicle until properly relieved.

**20c.4.4.** Roll call will be conducted for the on-coming shift. Roll call is used for the dissemination of information to include crew assignments, work to be accomplished, required training, special announcements and other pertinent information.

**20c.5. Daily Work Schedule.** The following work schedule is established for Operations personnel. The Assistant Chiefs have the authority to make changes to the following schedule when unforeseen circumstances occur or when mission requirements prevent work assignments from being accomplished.

**20c.5.1. Monday** - Complete cleaning of major vehicles, stall areas, scheduled training day.

**20c.5.2. Tuesday** - All areas cleaned.

**20c.5.3. Wednesday** - Dust and vacuum personnel sleeping rooms, scheduled training day.

**20c.5.4. Thursday** - Run power tools and equipment, clean hand tools, scheduled training day.

**20c.5.5. Friday** - Support vehicles cleaned insure all vehicles fueled.

**20c.5.6.** Firefighters will leave their bunkroom doors, at a minimum half open when occupied during the duty hours. Firefighters may close their door for privacy reasons for example phone calls, changing clothes or sleeping when assigned to a midnight alarm room shift and making up standby time. Firefighters must coordinate any sleeping with the SFO in charge of operations.

**20c.6.** Training will be accomplished in accordance with NFPA standards, AFIs, and applicable regulations.

**20c.7.** Alarm Room will be covered by GS-07 Fire Fighters. If a GS-07 is filling in as crew chief they will not be scheduled an alarm room shift, but will remain on the alarm room list in the same position. When a GS-07 is filling in as a crew chief and would be scheduled to work in the alarm room they will be replaced by another qualified person not scheduled in the alarm room. In the event that a GS-07 will have to be scheduled to work twice in a 24 hour period, any GS-07 filling in as crew chief will be scheduled.

**20c.7.1.** Alarm room shifts will be pulled in 4 hour increments between 0745 – 2300 (day shift) and 2 hour increments between 2300-0745 (night shift).

**20c.7.2.** Management will ensure that the firefighter coverage of the alarm room schedule will be fair and equitable. The SFO will complete the alarm room list daily. The alarm room list will be complete before roll call when the shift is scheduled to work the alarm room.

**20c.7.2.1.** A rotating list is established with the top member present being selected for the first available alarm room shift. After the member reports to the alarm room his name is moved to the bottom of the list.

**20c.7.2.2.** To reduce overtime the oncoming POD(s) will supply the alarm room relief operator. The oncoming personnel who are highest on the relief list will be selected. That member will receive credit for an alarm room shift pulled.

**20c.7.2.3.** The alarm room list will not change after 1945 hours unless an alarm room operator reports for duty or for other unforeseen circumstances.

**20c.7.3.** When a person on Rescue 5 has the midnight shift, this firefighter will have the option to stay on the truck.

**20c.7.4.** When a firefighter works a swap in accordance with 20c.10. the firefighter has changed his work schedule and does not work the alarm room for the firefighter with whom he has swapped time.

**20c.8.** The 60-hour work week applies only to the Chief of Training and the Fire Inspector in Technical Services. This schedule must follow the Fire Fighters Pay Reform Act (October 1998). If the employee is scheduled to work on a Monday and a holiday falls on that Monday, the employee must either work or take the appropriate leave.

**20c.9. Fire Communications Center (FACC) Work Schedules.** Assigned dispatchers in the FACC have, dependent upon SCD, the choice of (1) of 5 shifts. A, B, C, D or E.

- A. Sun, Mon, Tues 0700-1900/Wed 0700-1500/Sun, Mon, Tues 0700-1900
- B. Sun, Mon, Tues 1900-0700/Wed 2300-0700/Sun, Mon, Tues 1900-0700
- C. Thurs, Fri, Sat 0700-1900/Wed 0700-1500/Thurs, Fri, Sat 0700-1900
- D. Thurs, Fri, Sat 1900-0700/Wed 2300-0700/Thurs, Fri, Sat 1900-0700
- E. Sun, Mon, Tues, Wed, Thurs 2300-0700

**NOTE:** Any gaps in FACC coverage will be addressed by Fire Department Management

**20c.10. Shift Swapping.** Employees shall be permitted, with supervisor approval, to swap or trade shifts with qualified volunteers who have demonstrated the ability to successfully perform the required work and are certified to perform the same functions as the person with whom they are swapping. Shift swaps or trades shall not negate any shift/POD selection process, or result in overtime or other additional cost to the Agency. All shift swapping must be for shifts within the same pay period. These rules apply to FACC operators as well.

**Article 20d – SECURITY FORCES WORK SCHEDULE**

**20d.1.** This article applies to shift employees only.

**20d.1.1.** Employees work 5 days on and 2 days off (aka “5/2”), with 8 straight hours each shift with a 20 minute on the job lunch with a 7 element schedule.

**20d.1.2.** Necessary training will be scheduled throughout the workweek.

**20d.1.3.** Employees may invoke their bump rights during the months of December and June of each calendar year. Once they invoke their bump rights the change will go into effect the first pay period of the months of January and July.

**20d.1.3.1.** Employees may bump personnel from another shift that fall within the same pay grade and series based off of their SCD.

**20d.1.3.2.** The bump process is for going to a different element on the same shift or for going to a different shift.

**20d.1.3.2.1.** Employees can't bump to another shift and then bump someone out of their days off in the same timeframe. The request must be made at the next bump cycle. If an employee elects to bump to another shift they will maintain the same days off as the employee they bumped.

**20d.1.4.** Mission, special circumstances, training, and TDY may dictate a temporary change to an employee's normal selected work schedule. The employee will be notified as far in advance as possible; however, given the nature of their security forces position and mission requirements to protect the Department of Defense resources, changes may need to be made with little or no advance notice. This situation will be the exception, not the normal. Temporary is not to exceed 6 months.

## **Article 21 - DETAILS**

**21.1.** Employees may be temporarily assigned to a different position for such purposes as; meeting unusual or emergency work situations, training, pending description and classification of a new position, or pending security clearance actions.

**21.1.1.** The temporary detail of employees does not affect their permanent assignment.

**21.2.** The supervisor on the AF Form 971, Supervisor's Record of Employee, will record short- term details of less than 30 days.

**21.2.1.** If it is determined that a detail will be extended beyond 29 days the CPO must be contacted so proper procedures and documentation are effected as required by Air Force directives.

**21.3.** If a detail to a higher graded position is scheduled, or reasonably expected, to last more than 120 days, temporary promotion procedures will be used to select the employee, if qualified.

**21.3.1.** Competition and temporary promotion is not required for details to the same or lower grade. If this detail to a bargaining unit vacancy is scheduled or reasonably expected to last more than 120 days, management will first consider employees in the section, then the Group level, then base wide, if sufficient candidates are not available. The detail will be rotated equally among the interested candidates in intervals of not less than 30 days.

**Article 22 - MERIT PROMOTION PLAN**

**22.1.** The parties understand that agree on the Merit Promotion Plan identified in Staffing Civilian Positions, AFMAN 36-203, Chapter 2, with the following clarifications/exceptions:

**22.1.1.** All of the base employees determined to be “best qualified” will be referred to the selecting supervisor; this number will not be limited to 15. In the event there are not at least 15 “best qualified,” the supervisor can request additional names be referred.

**22.1.2.** The CPF will notify employees via email on a weekly basis of Grissom ARB vacancies to be filled. This will be based on a Request for Personnel Action (RPA) submitted by management to request a fill action.

**22.1.3.** For the benefit and ease of employees seeking new job opportunities, all new vacancies will be posted for 5 calendar days.

**Article 23 - REDUCTION IN FORCE (RIF)**

**23.1.** This article governs the separation, demotion, reassignment requiring displacement of another employee, or furlough of more than thirty calendar days of bargaining unit employee(s) by reduction-in-force (RIF) from their respective competitive levels. Reduction-in-force will be accomplished in accordance with statutory requirements and applicable regulations.

**23.2.** When it is anticipated that a RIF affecting unit employee(s) will be necessary, the Union will be given preliminary notification within two workdays after the determination that a RIF will be conducted.

**23.3.** If the RIF defined above will impact ten or more bargaining unit employees (BUEs), the Civilian Personnel Flight will notify AFGE Local 3254 to commence negotiations of the specific procedures to be used in conducting the RIF.

**23.4.** If the RIF defined above will impact less than ten BUEs, the following procedures will be followed:

**23.4.1.** The specific notice period for employees will be ninety days if there are separations and sixty days if no separations.

**23.4.2.** The Union will be briefed and be kept abreast of the results of management's request(s), if any, regarding Voluntary Early Retirement Authority (VERA) and/or Voluntary Separation Incentive Payments (VSIP).

**23.4.3.** Prior to beginning the RIF process, Group/Wing Commanders will determine which civilian position must be filled; these will be filled through the Merit Promotion Plan and competition will be limited to affected employees first, if qualified.

**23.4.4.** When the RIF is conducted; vacant positions will be used as placement IAW the applicable policy.

**23.4.5.** Annual appraisal effective up to and including the date 180 days prior to the RIF will be considered. The last three (3) years of appraisals during the 4-year period prior to the date of issuance of the reduction in force notice will be used.

**23.4.6.** The Civilian Personnel Office will provide a base-wide notification of a RIF. A cutoff date for submissions of all record updates will be established a minimum of 3 weeks later. Employees will be advised to submit their records updates as expeditiously as possible and not wait for this deadline. No updates after this time will be considered for RIF purposes. All employees are encouraged to keep the documentation of records updates submitted to ensure corrections are completed both on time and accurately so they are correctly considered in the RIF process.

**23.4.7.** After RIF notices are sent; losing and gaining supervisors may work out a plan for transitional training. For placements to a GS-6 position or above, the supervisor will develop a training plan if the employee is being placed through waiver of qualifications.

**23.4.8.** The Civilian Personnel Flight will provide the following to the union: (1) a copy of the current list of competitive level codes (2) a copy of the current unit manning document (UMD) (3) a copy of the list of all positions affected (4) access to the retention registers and master retention list and (5) access to all current position descriptions/core documents.

**23.4.9.** The union will be provided an electronic monthly vacancy list (with stockpiled positions noted) through the RIF process.

**23.4.10.** The Chief, Civilian Personnel Flight and the AFGE Local 3254 President may address issues or concerns not included in these procedures. Management agrees to strongly consider any recommendations to lessen the adverse impact of this action.

**23.5.** Specific information will be provided to the Union within two workdays after completion of the processing within the Civilian Personnel Office (CPO). Written summaries of the changes as a result of the action will be provided within two workdays after finalization of the action. The summary will include;

**23.5.1.** The number and classification of employees who are initially affected.

**23.5.2.** The competitive areas and levels that are involved.

**23.5.3.** The effective date of the actions.

**23.6.** The Union will be informed within two workdays of any subsequent changes that occur during the RIF process.

**23.7.** Each effected employee will be given an opportunity for a personal meeting with the CPF and will be treated as an individual to the extent possible to resolve special problems and to give special assistance.

**23.8.** Employees affected by a RIF have the right to inspect the records pertaining to their individual actions, insofar as permissible under the Privacy and Freedom of Information Acts and to have their designated representative accompany them for this purpose.

**23.9.** The union has a right to be present at all meetings that management conducts to discuss the RIF.

## Article 24 - TRAINING

**24.1.** The Employer and the Union agree that the training and development of employees within the bargaining unit is a matter of importance. Consistent with its needs, and in keeping with the principals of Equal Employment Opportunity, the Agency agrees to develop and maintain progressive, effective policies and programs designed to:

**24.1.1.** Insure that maximum efficiency of civilian employees in the performance of their official duties, and/or to develop skills needed to cope with reorganization or changing technology, missions, and equipment.

**24.1.2.** Supplement self-development and self-improvement and to assist employees in achieving their highest potential.

**24.1.3.** Train employees who have demonstrated potential for or based on the supervisor's assessment of the potential of growth, advancement, and ability to undertake increased responsibilities in fulfilling future staffing requirements.

**24.2.** The Union will encourage employees to:

**24.2.1.** Keep abreast of changes occurring in their fields, crafts, trades, or occupations.

**24.2.2.** Participate in development activities in order to perform more effectively in current and future assignments. These development activities may include reassignments, job rotation, on-the-job training, and classroom training.

**24.2.3.** Inform their supervisors of training accomplishments and ensure their training accomplishments are updated in their civilian personnel records.

**24.3.** Employees may request a discussion with the supervisor and/or the Civilian Personnel Flight to determine available courses and training that may assist them in their self-development.

**24.4.** Duty time will be granted to employees, including certified stewards and officers who attend Agency sponsored training if otherwise in a duty status. Duty time under this section will be granted only for training that is primarily designed to further the interest of the government.

**24.5.** Duty time will be granted to employees to take Agency-sponsored tests (i.e., DANTES, CLEP, and PME) if determined to be job related by the supervisor. This time off must be coordinated with the supervisor in advance.

## **Article 24a - FIRE DEPARTMENT TRAINING SELECTION CRITERIA**

**24a.1.** This Article pertains to all members assigned to 434 MSG/CEF, Grissom ARB Fire and Emergency Services. It is the responsibility of the Fire Department Supervisors to ensure this Article is followed when prioritizing individuals recommended to attend formal training classes. Prioritizing for formal training courses will be done in accordance with the procedures outlined.

**24a.1.1.** When training courses become available, the Fire Department training section will post the course on the training bulletin board, and notify management in each section of the upcoming class.

**24a.1.2.** Management in each section will notify the employees of the training and request volunteers.

**24a.1.3.** Management will prioritize their volunteer employees utilizing the sequential selection criteria. Employee must meet all prerequisites for the training course. Employee needs training for current position. Employee needs training for promotion to the next level.

**24a.1.4.** When more than one (1) employee has applied for a course and all candidates are equally ranked by the methods above, the senior member (based on Leave SCD) will be referred to Management for consideration to attend the formal training. Management will then prioritize referred employees by utilizing the sequential selection criteria above. Leave SCD will be the tiebreaker for those employees who are otherwise equally qualified to attend.

**24a.1.5. NOTE:** Exception to SCD Selection: To give all personnel a fair and equitable opportunity to attend formal training, employees normally will receive one formal training opportunity in a calendar year. However, if no other employee is eligible or available to attend the formal training, then the employee, if otherwise eligible, may be selected to attend the formal training in that calendar year.

**24a.1.6.** Management will notify the appropriate management official of the selected employee and provide notice to the Fire Department training section to proceed with scheduling the employee for the formal training class.

### **24a.2. Alternative to Agency Formal Training.**

**24a.2.1.** Employees who become aware of qualifying job related educational opportunity not offered through the Grissom ARB Fire Department, may request permission to attend by requesting a permissive TDY. These requests will be reviewed on an individual basis by evaluating the benefit to the Air Force, Grissom Fire Department and to the individual. All costs associated with a Permissive TDY will be the responsibility of the individual. To give all personnel an equal and fair opportunity to attend educational opportunities, employees may only attend one permissive TDY per calendar year. Permissive TDY's will be handled on an individual, first come basis.

**24a.2.2.** When management is notified of a short notice training opportunity (less than 5 days), the list the training officer has for short notice volunteers will be followed in SCD order.

**24a.2.3. NOTE:** All training approval will be dependent on manning at the time of request.

## **Article 25 - CLASSIFICATION**

**25.1.** The Employer agrees to utilize employees of the Unit on work appropriate to their job classification as described in their official standard core personnel document (SCPD) and consistent with the intent of the related job standard.

**25.2.** SCPDs will be based upon the principal duties and responsibilities assigned to each position.

**25.2.1.** All identical positions in the same organizational unit may be covered by the same position description.

**25.2.1.1.** If any changes are made to a SCPD, the employees will be notified of changes and will be furnished a copy of the changed document.

**25.2.1.2.** Union will be provided notification of any grade change of Unit employees.

**25.3.** The Employer agrees to provide all Unit employees with a current copy of their position description upon request.

**25.4.** The Employer agrees that the statement "other related duties as assigned" rather than "other duties" may be used in position descriptions and core documents.

**25.5.** Employees who feel that their position descriptions are inaccurate may meet and discuss the matter with their supervisors for clarification. The employee can go to either the union or the civilian personnel office for information on filing a classification appeal.

**25.6.** Upon request, the union may assist an employee with a classification questionnaire.

**25.7.** If their position is downgraded or their request for an upgrade is denied by the Air Force, the employee can file a classification appeal directly with the OPM.

## **Article 26 - PERFORMANCE EVALUATIONS**

**26.1.** All employees in the bargaining unit will be evaluated at least on an annual basis. Evaluations may be made at any time to provide information needed for Merit Promotion, supporting awards, or possible adverse actions or to reflect significant improvements in performance.

**26.1.1.** The performance evaluation system will include the elements and standards of performance that are essential for satisfactory performance of the position. The elements shall be related to specific duties the employee is expected to perform as described in the standard core personnel document (SCPD).

**26.2.** Employees will be given a copy of the performance standards and elements (AF Form 860 or core document) that relates to their position prior to the initial and subsequent evaluation periods. Performance standards shall be applied in a fair and equitable manner.

**26.2.1.** Management will discuss the performance elements and standards with the employee to clarify the meaning and the intent of the elements and standards and ways of meeting and exceeding those goals.

**26.2.2.** At the conclusion of the rating period, the supervisor shall assign and discuss with the employee the rating for the period. All performance discussions will concern only the employee's job performance. The employee has the right and will be encouraged to freely state his/her views. The employee will sign the rating to acknowledge the discussion. The signature is not a concurrence with the rating. Employees will be given a copy of their completed evaluation form by the supervisor.

**26.3.** Discussions between employee and supervisor are a normal part of supervision and shall be frequent enough to assure mutual understanding of changing job requirements, performance as related to requirements, and any problems the employee is encountering in performing the work.

**26.3.1.** Any critical or adverse comments made by the supervisor in connection with a performance appraisal must be supported by appropriate and factual examples.

**26.3.2.** Upon the request of the employee, Management shall specify ways to improve.

**26.4.** Management shall meet with the employee normally at the midpoint throughout the reporting period to discuss the performance plan and how the employee is progressing towards his/her personal goals and self-improvement. This will be documented on the AF Form 860B. The employee will be provided a copy.

**26.4.1.** At any time, the employee may submit their own performance statements to their 971 files and Management will file it.

**26.4.2.** The submission or failure to rebut performance conversations shall have no bearing on the employee's ability to file a performance grievance when the appraisal is rendered.

**26.5.** Management shall counsel an employee whose performance is at an unacceptable level on one or more of the elements of the position. The session will be documented in the AF Form 971, including, but not limited to, how the performance is unsatisfactory and what actions are to be taken to improve the performance. The 860B may be used to document.

**26.5.1.** If the performance improves, it will be documented either with a new evaluation and/or on the AF 971 as appropriate. If, after 30 days or any mutually agreed upon extension, as circumstances warrant.

**26.5.2.** If performance does not improve and it becomes necessary to initiate a performance improvement plan (PIP), Management will inform the employee in writing of the observed

pattern of performance and provide the employee an opportunity to improve by developing a PIP. The purpose of the PIP is to assist the employee in improving performance to the desired level. The PIP will give an 'opportunity period' of not less than sixty (60) days for the employee to improve performance. Depending on the nature of the work, a longer 'opportunity period' may be appropriate. The PIP will specify, as appropriate, the counseling, training, coaching and any other specific actions to be accomplished within the 'opportunity period' before the Employer will initiate a performance based demotion or removal.

**26.5.3.** If, after being given the opportunity to improve, the employee continues to fail to meet performance standards for one or more critical elements, the Employer must consider reassignment, demotion or removal of the employee from his/her position as appropriate.

**26.6.** Performance evaluation documents or entries shall remain in the 971 file for a period of 2 years or until any complaint related to performance is settled.

## **Article 27 - DUES WITHHOLDING**

**27.1.** The Agency agrees to deduct volunteer allotments from employee pay checks for the payment of Union dues subject to the following conditions and rules:

**27.1.1.** AFGE Local 3254 agrees to:

**27.1.1.1.** Procure Standard Form 1187

**27.1.1.2.** Distribute SF 1187 to Local 3254 members

**27.1.1.3.** Certify as to the amount of its dues

**27.1.1.4.** Inform and educate its members on the program for allotments for payments of dues and on the uses and availability of Standard Forms 1187 and 1188

**27.1.1.5.** Submit the completed SF 1187 to the servicing civilian pay office

**27.2.** The SF 1187 may be submitted to the civilian pay office at any time and will become effective on the first complete biweekly pay period after the properly completed form is received by the civilian pay office.

**27.3.** The servicing civilian pay office agrees to prepare a biweekly remittance check at the close of each pay period for the total amount allotted for dues for that pay period.

**27.3.1.** This check will be deposited in the bank account of AFGE 3254.

**27.3.2.** A listing of the names and the amounts withheld will be sent to the Sec/Treas of AFGE 3254. The list will also include the names of those employees for whom allotments have been stopped.

**27.3.3.** Upon request by the Union, Management will provide the reason an employee's allotment stops.

**27.3.4.** The Union is responsible for prompt notification to the servicing civilian personnel Flight, in writing, when a member of the Union is expelled or ceases to be a member in good standing. Upon receipt of such notice, the civilian pay office will stop the allotment as of the next complete pay period.

**27.4.** Allotments will be terminated beginning the first pay period after:

**27.4.1.** An individual employee leaves the Unit as a result of any type of separation, transfer, or other personnel action

**27.4.2.** Loss of exclusive recognition by AFGE 3254

**27.5.** When an employee ceases to be a member of the bargaining unit by a temporary promotion or detail for thirty days or more, the following applies.

**27.5.1.** The dues allotments will cease the first pay period after the effective date of these actions. The dues allotments will automatically restart the first pay period after the temporary promotion or detail ends. The employee does not have to file a new SF 1187.

**27.5.2.** The time of temporary promotion or detail does not count in the initial one year required by law for dues withholding deductions. The employee will be advised of these conditions at the time of the interview for temporary promotion or detail.

**27.6.** An employee can request to revoke his allotment for the payment of dues by completing SF 1188, Cancellation of Payroll Deductions for the labor organization dues, and submitting it directly to

the servicing civilian pay office at any time. No action to stop dues withholding can occur until the servicing civilian pay office receives the written request for revocation.

**27.6.1.** When the employee cannot or does not desire to use the SF 1188, any other written notification signed by the employee is to be considered acceptable.

**27.6.2.** The civilian payroll office will forward copy #2 of the SF 1188 or copy of the other written notification to the Union within 3 workdays after receipt of the cancellation.

**27.6.3.** Management will process revocations during the months of February, May, August, and November each year. Dues withholding revocation may not be made effective retroactively.

## **Article 28 - FACILITIES**

**28.1.** The Agency agrees to continue to provide the current office space to the Union for their exclusive use. The provisioning of office equipment and furnishings for the space provided will be the responsibility of the Union.

**28.1.1.** Break and rest rooms will be joint use by all occupants of the facility.

**28.1.2.** Use of a conference room will be coordinated with the designated monitor for the conference room in that specific facility.

**28.1.3.** Keys will be provided for the Union officials and stewards.

**28.2.** Facility modifications to the area provided to the Union may be made at Union expense, contingent on Base Facilities Board approval.

**28.3.** The Employer agrees that facilities shall be made available for meetings of the Union during non-duty hours of the bargaining unit employees involved.

**28.4.** The Union agrees to comply with all security/housekeeping rules in effect at that time and place.

**28.5.** The Employer agrees to establish and to provide a wall space of 2 X 3 feet for bulletin board space for the exclusive use of the Union in each building. This will apply to all facilities assigned to the 434th Air Refueling Wing that have bargaining unit members physically assigned to that facility.

**28.5.1.** The publications, postings, or other materials will not violate any law, or security of the Air Force.

**28.5.2.** It is agreed the distribution will only be posted and/or removed by authorized Union representatives before or after work, during lunch or during an authorized break.

**28.6.** If it is necessary for the union to move, based on the needs and requirements of the installation, the Employer agrees to provide, at no cost to the Union, the requested items to accomplish the move (e.g. government vehicles) to a similar square footage space.

**28.7.** The union will provide their own phones, computers, cable and internet service. Management will continue to provide notifications electronically.

**28.8. Photocopies.** The union will provide their own copy service at their own expense.

**Article 29 – INFORMATION TECHNOLOGY**

**29.1.** The Employer agrees to allow the Union to utilize the base information system to transmit and receive official information and documents between Union representatives, management officials, and bargaining unit employees.

**29.2.** The Employer agrees to provide the Union with a distribution box at Information Management to receive official mail.

**29.2.1.** Personal mail and improperly addressed mail will not be delivered.

**29.3.** It is understood by both Parties that E-mail, LAN usage and written information will be governed by applicable AFIs and policies.

**29.4.** All employees may request (and are encouraged) to request access to the e-mail/LAN system. All employees will have the right to set up an email account unless there is a block issued for security reasons.

**29.5.** When new technology comes available for phones and computers (e.g. wireless LAN, voice mail), the union will, upon request, be afforded this technology if made widely available to the base populace. This technology will be at Management's cost.

**29.6.** Employer notification to the Union of regulation or instruction updates will be made through electronic means.

### **Article 30 - CONTRACTING OUT**

**30.1.** It is understood that the prerogative to make determinations with respect to contracting out is specifically reserved to Management by law. The Employer agrees to recognize the exclusive right of the Union in representing the affected bargaining unit employees throughout the cost comparison process.

**30.2.** At the earliest possible stage of development, consistent with procurement and conflict of interest requirements, the Union will have the opportunity to participate. The Union will also be allowed to fully participate in management studies leading to the establishment of the Most Efficient Organization.

**30.3.** The Union shall be afforded the opportunity to attend training with managers that is mutually beneficial to both parties. This training is in addition to the limits on official time.

## **Article 31 - TEMPORARY DUTY AND TRAVEL**

**31.1.** Employees who travel on official government business are governed by this article and applicable rules and regulations. Employees will be provided the opportunity to receive training on how to complete travel vouchers.

**31.2.** Employees selected for temporary duty involving travel may request that they be excused. Such requests will normally be granted provided equally or better qualified employees volunteer for the assignment, and the unit mission is not adversely affected. When such requests are denied, the reason for the denial will be explained to the affected employee.

**31.3.** Employees shall normally receive travel orders sufficiently in advance to obtain transportation requests and advanced per diem/travel pay, by exception, as approved by the FM, during duty hours.

**31.3.1.** The normal method of advanced travel pay and reimbursement is the government credit card.

**31.4.** To the maximum extent practicable, Management will schedule necessary travel dates within an employee's regularly scheduled hours of duty in connection with official travel. It is recognized that at times, travel arrangements must be made outside of normal duty hours to fulfill mission requirements.

**31.4.1.** Unless an emergency condition exists, an employee will not be required to travel without valid orders or advanced per diem. When an emergency condition exists and if official travel begins or is performed before a travel order is issued, proper oral, letter or message authority will support such action. Normally an employee will be given written documentation showing that the employee is traveling on verbal authority and that proper travel orders will follow as promptly as possible. Proper oral, letter or message authority is considered as being originated by an orders issuing authority.

**31.5.** If adequate government quarters are not available at the temporary duty location, the orders approving authority will authorize the full per diem, if this fact is known before travel commences. If adequate government quarters are not available when the employee arrives at the temporary duty location, the employee will obtain a statement of nonavailability from the commanding officer or his designated representative at that location.

**31.5.1.** Exceptions to this will be in accordance with the Joint Travel Regulations.

**31.6.** Employees who occupy on-base government quarters may have their TDY orders endorsed by the billeting office to authorize limited use of Exchange facilities and morale, welfare and recreation facilities.

**31.7.** Employees who are unsatisfied with the billeting conditions, eating facilities, etc. at the TDY location should elevate their concerns to the appropriate management officials at the TDY location through the services office.

**31.8.** To the maximum extent practicable, Management will schedule necessary travel dates within an employee's regularly scheduled hours of duty in connection with official travel.

**31.8.1.** If it is necessary for employees to travel on days outside their basic workweek, the employee may have a rescheduled workweek, or may receive compensation in the form of overtime, credit hours, or compensatory time, as applicable. This is only compensable travel for employees covered by the Fair Labor Standards Act.

**31.9.** The desire of the employee as to the mode of transportation to be used in performing official travel will be considered to the extent allowable by applicable regulations and the requirements of the mission.

**31.9.1.** When official travel is performed by privately owned vehicle in lieu of commercial transportation and not at the convenience of the Employer, the employee will be reimbursed for travel and compensated for travel time at the constructive common carrier travel cost, air or land, or at allowable privately owned vehicle cost, whichever is less.

**31.9.2.** Employees may be required to fly on commercial or government aircraft when mission needs dictate.

## Article 32 - DRESS AND GROOMING

**32.1. Uniforms.** The parties agree to the uniform provisions of AFI 36-801 with the following exceptions:

**32.1.1.** Fire Fighter uniforms requirements are outlined separately in the LMA.

**32.2. Dress Standards.** Employee's dress standards will be based on comfort, productivity, health, safety, and type of position occupied.

**32.2.1.** Bare midriffs, spaghetti straps, and flip-flops/shower shoes are prohibited. No style or mode of dress will be prohibited unless it is clearly shown that the prohibited attire contributes to an unsafe, unhealthy, unproductive, or disruptive work environment.

**32.2.1.1.** Clothing (including head and footwear) with slogans, drawings, or language which could be construed as being lewd, obscene, profane, sexually suggestive, racist, or which advocates or glorifies the use of illegal drugs or other unlawful conduct shall not be worn.

**32.2.1.2.** Shorts are prohibited when the primary duties are in building 596 or the position deals directly with the public. Where shorts are worn, they will be evenly cut, hemmed, and observe the rules of good taste/common sense. No spandex or other similar material may be worn. In the event of an inspection, tour, or other visits by distinguished guests, employees and the union will be told at least one day in advance that shorts are not authorized on that day.

**32.2.1.2.1.** Shorts, sleeveless or short-sleeved shirts will not be worn as outer garments when there is a high probability of encountering hazardous materials which can be absorbed through the skin while performing a specific procedure or task.

**32.2.1.2.2.** Employees assigned to building 596 or positions that deal directly with the public will present a professional appearance. Appropriate attire examples include items such as collared/polo shirts, khaki pants, and skirts (non-mini style). Examples of inappropriate attire include tennis shoes, t-shirts, sweatshirts, and sweatpants.

**32.2.1.2.2.1.** Jeans may be worn except in the event of an inspection, tour, or other visits by distinguished guests. Employees will be notified in advance that jeans are not authorized on that day.

**32.2.1.2.2.2.** Examples of appropriate jeans are dark blue or black, without holes, boot or straight cut, without excessive fading or unreasonable embellishments. Examples of inappropriate jeans are saggy, soiled, ripped or torn.

**32.3. Grooming Standards.** Employees identified in paragraph 1 who are required to wear uniforms will comply with grooming standards as defined in AFI 36-801.

**32.3.1.** Other personnel will comply with applicable OSHA, AFOSH and/or AFI 91-203 standards if they are expected to wear respirators, SCBAs, or supplied air respirators in the course of their job duties.

## **Article 32a – FIRE DEPARTMENT DRESS AND GROOMING**

**32a.1. Uniform/Grooming Standards for Operations Personnel.** The established standards for personal grooming and wear of uniforms will be in the Firefighter Uniform Reference Binder (FURB). The uniform is to identify fire protection personnel and provide an approved and standardized uniform. There will be a phase out period of one year from the date of implementation for any uniform changes.

**32a.1.1.** All employees in the Fire Protection and Prevention GS-081 series will follow these standards at all times when on official duty or when attending a function representing Grissom ARB.

**32a.1.2.** Uniform as described in AFI 36-801, AFD 36-8, DoDI 1418.2, AFM 40-12, attachment 3, paragraphs 4a, b, and c, will be worn. Uniform clothing worn under fire fighters protective bunker clothing ensembles will comply with performance standards specified in the latest edition of NFPA 1975 (Station/Work Uniforms for Fire Fighters) and will be labeled to that effect. NFPA 1975 compliant uniforms are for operations personnel assigned to fire suppression. Chief of Training and Fire Inspectors may wear cotton/polyblend white shirts and black trousers. There are two categories of uniform: Work/Station Mode, and Class A.

**32a.1.3.** Management will issue coveralls that are compliant with NFPA 1975 for firefighters to wear during situations such as vehicle maintenance, live-fire training or other situations that are likely to cause damage to the normal uniform. IAW AFI 36-801 par. 4.7.4. Coveralls will not be worn as a station uniform.

**32a.1.4. Standards of Appearance.** When wearing the uniform, employees will present a neat uniform appearance: clothes cleaned, pressed and in acceptable state of repair (extremely faded or holes will be considered unserviceable), cap worn squarely on the head and tie neatly tied. Employees may be permitted to remove work shirt and cap while engaged in routine or leisure status only in the fire station or on the immediate grounds around the building, or as approved by the fire chief. In such circumstances, the approved t-shirt, polo shirt, job shirt, or sweatshirt, shall be worn, bare chest are not permitted. Personnel will change back into the approved uniform within thirty minutes after physical training or fire department training exercises. When not in station uniforms such as: When in PT clothes, Bunker Pants will be worn on emergencies. At no time will tennis shoes or PT clothes be worn on emergency responses as standalone uniform. Jewelry should be removed while engaged in responses or work that could cause injury to the firefighter; Earrings shall not be worn while on official duty. DOD service pins maybe worn on the jacket above the name or nameplate. For personnel safety it is highly recommend that necklaces be tucked inside of shirt.

**32a.1.5.** Management will provide an initial clothing allowance of \$1400 for new hires at Grissom ARB. Annual clothing allowance thereafter will be \$800 per annum. Clothing allowance paperwork will be submitted by 30 November. Employees will purchase needed items within 30 days of receipt of allowance and management will schedule annual inspections (normally after this purchase period) to ensure that all employees meet requirements of both the Class A and the station uniform.

**32a.1.5.1.** Cleaning and laundering of uniforms is a personal expense and not, under any circumstance, at the expense of the government.

**32a.1.6. Grooming Standards for Uniformed Personnel.** Grooming of fire department personnel should be consistent with conditions under which they are employed. Most hazardous work takes place in highly heated, toxic, poorly illuminated, abnormal/unsanitary conditions.

Smoke inhalation, heat prostration, lacerations, burns and falls are common consequences of firefighting. The following standards are acceptable for operational firefighters in uniform:

**32a.1.6.1. Hair.** Hair should be neat, clean and present a well-groomed appearance.

**32a.1.6.2.** Hair will not extend below the point where it touches the collar on the back of the neck. Hairstyles are modest; do not wear radical or trendy styles. Hair may be any color considered natural. In no case shall the bulk of the hair interfere with the proper fit of authorized headgear or safety equipment.

**32a.1.6.3. Sideburns:** Sideburns shall not interfere with the seal of the mask. To avoid possibility of affecting the face piece seal, horizontal growth of the sideburn should not extend below the lowest portion of the ear.

**32a.1.6.4. Mustaches:** Mustache may be worn. In no way shall it be permitted to interfere with the breathing apparatus face piece. The mustache must be neatly trimmed, will not extend more than ½ inch out from the corner of the mouth, or vertically more than ¾” inch below the corner of the mouth.

**32a.1.6.5. Beards/Goatees:** The face should be clean-shaven, other than wearing of the acceptable mustache or sideburns. Beards and goatees are prohibited. Personnel with a medical waiver shall be restricted from duty that requires the use of Self-Contained Breathing Apparatus.

## **Article 33 - OVERTIME**

**33.1. Overtime.** If credit hours are offered and refused, management may decide to have the work performed as overtime by a bargaining unit employee. If credit hours are offered by management, it will be done fairly and equitably. Overtime is hours of work in excess of the normal schedule that are ordered and approved in advance. Overtime will be computed in accordance with all appropriate laws. Fire Dept., Security Forces, Air Traffic Control, and Command Post, will have additional requirements as defined in their subsections within this article.

**NOTE:** This does not apply when the employee volunteers for credit. The expectation is that management will use a list, roster, etc. to show fair and equitable distribution if they use a similar list for overtime.

**33.2.** For the purpose of this article, a work section will be defined as all individuals assigned to a squadron and shift (including individuals on detail from his or her own organization) performing the same duties in a work center on a regular and recurring basis.

**33.3.** Opportunity for overtime assignments will be distributed and rotated equitably among qualified/certified employees in each work section in accordance with their particular skills. Overtime will not be assigned to employees as a reward or penalty.

**33.3.1.** Each work section will establish an overtime roster based on Service Computation Date (SCD)-Leave, with highest SCD at the top. The opportunity for overtime will be offered to the highest SCD individual first, with continued downward rotation until the overtime tasking is filled. The rotation of overtime will begin each time from the name of the last person who worked the previous overtime.

**33.3.2.** Refused overtime or inability to contact an employee will be counted as time worked. The roster will be annotated when an employee cannot be contacted.

**33.3.3.** Employees may opt to decline (in writing) to be included for voluntary overtime.

**33.3.4.** All employees may be required to perform overtime work based on mission requirements. Such work will be kept to a minimum and every effort will be made to take volunteers first. If there are no volunteers, the work will be directed for the individual with the least senior SCD-Leave (the overtime roster in reverse). This reverse overtime roster will begin each time from the name of the last person who was directed to work the previous overtime. The roster will be reset on 1 Jan each year and the next directed overtime will be to the person with the lowest SCD-Leave.

**33.3.4.1.** Prior to making a decision requiring a particular employee to work overtime, Management will consider the employee's reasons for requesting not to work (i.e. family problems or hardship). The only exception to mandatory overtime is; Government obligation I.E.: TDY orders (must be leaving next duty day), Reserve obligation, Jury Duty, Court Summons (must show proof to supervisor).

**33.4.** Under no circumstances should an employee who is not fit for duty agree to come in to work overtime. Employees who do come to work and are found to be unfit for duty will be taken off work status and compensation withheld as allowed by law.

**33.5.** In the assignment of overtime, the Employer agrees to provide the employee with at least 24-hour advanced notice, except where conditions make the requirement unforeseen.

**33.6.** Records of overtime worked and refused must be maintained by the work center supervisor or his/her designee, to assure that each employee receives appropriate consideration.

**33.6.1.** The work center's overtime rosters will be kept for a minimum of one (1) year and shall be made available to the employee and/or the Union upon request. Privacy act information will not be maintained on overtime rosters.

**33.7.** An employee called in to work outside of his/her tour of duty or basic workweek shall be paid a minimum of two hours pay, regardless of whether he/she is required to work the entire two hours.

**33.7.1.** Employees will not be kept at work just to wait the completion of the entire two-hour period of time.

## **Article 33a – AIR TRAFFIC CONTROL OVERTIME**

### **33a.1. Responsibilities.**

**33a.1.1.** 434th OSS/ATC management, normally the ATC Supervisor or the ATM in their absence, maintains the accuracy of the overtime log. The employee will identify the overtime hours worked via email to all ATC supervisors and the ATM for tracking purposes.

**33a.1.2.** It is the responsibility of both the employee and management to ensure that they do not violate ATC crew rest requirements. Employees must report such conditions if called upon for overtime.

### **33a.2. Overtime Guidelines.**

**33a.2.1.** When the need for any overtime to be performed is determined, management, to include the Controller in Charge (CIC), shall utilize the overtime log to determine eligibility. Employees will be placed on the log in SCD-Leave order. As overtime is worked, the log will be annotated accordingly by management, with each successive overtime opportunity being offered to the employee with the least number of hours worked.

**33a.2.2.** Overtime for crew relief for the purpose of briefing the oncoming crew and/or employee must be granted to either the employee coming off shift or the one coming onto duty.

**33a.2.3.** When emergency or short notice (this is normally less than one hour notice of the requirement) missions occur requiring ATC overtime, management will call and schedule employees for overtime without regard to the overtime log in order to meet minimum facility staffing requirements.

### **33a.3. Determining Overtime.**

**33a.3.1.** The opportunity for overtime will be rotated and distributed equitably among all qualified/certified employees. Normally, only full performance level (FPL) employees will be offered overtime work. Partially rated employees will be offered overtime when all eligible FPL employees refuse overtime or cannot be contacted. Partially rated employees will also be considered for overtime to meet emergency staffing requirements.

**33a.3.2.** The employee with the least amount of overtime will be offered overtime work first. If he/she refuses the overtime or cannot be contacted, the next employee with the least amount of overtime will be offered. This sequence will continue until the overtime is filled.

**33a.3.3.** If two or more employees are tied with the least amount of OT hours annotated on the OT log, overtime will be offered to the employee with the more senior SCD leave date.

### **33a.4. Documenting Overtime.**

**33a.4.1.** ATC management will update the overtime roster as necessary to ensure it reflects the most current information.

**33a.4.2.** When an employee verbally refuses overtime regardless of circumstance, it shall be counted as overtime worked. Exceptions:

**33a.4.2.1.** Employees who cannot be contacted shall not be charged and shall remain at their current level on the log.

**33a.4.2.2.** Employees who cannot work overtime due to crew rest, shall not be charged and shall remain at their current level on the log.

**33a.4.2.3.** Employees who cannot work overtime due to military duty, shall not be charged

overtime. In this instance, he/she will be offered the first overtime available to his/her crew upon return to civilian duty and having completed any required special facility certifications.

**33a.4.2.4.** Employees on scheduled and/or approved leave.

**33a.4.3.** Overtime work of less than two hours will not be documented on the overtime log.

### **33a.5. Computing Overtime.**

**33a.5.1.** Overtime computation for newly assigned controllers will be the total amount of hours worked by the assigned crew divided by the number of employees. Example: The total OT hours are 36 with 6 employees on crew. The newly assigned employee will start with 6 hours on the overtime log. All non-whole numbers will be rounded up (i.e., 5.2 will become 6).

**33a.5.2.** The overtime log will be reset to zero at the beginning of the second pay period of the year.

### **33a.6. Mandatory Overtime.**

**33a.6.1.** Management reserves the right to call in employees and direct mandatory overtime.

**33a.6.2.** Mandatory overtime notification will be based on the employees' Service Computation Date (SCD). Inverse SCD will be used for mandatory overtime. Exception: Personnel with an overtime opt out letter will be contacted after all others.

**33a.6.3.** It is the responsibility of each employee to make every attempt to report to duty as directed; however, if the employee is unable, it is the employee's responsibility to notify management as soon as possible that he/she cannot report. Notification will be made in a timely manner, normally before the beginning of the scheduled overtime.

**33a.6.4.** All employees may be required to perform overtime work based on mission and/or NAS requirements.

### **33a.7. Other:**

**33a.7.1.** Employees may request in writing to "opt out" on the overtime roster.

**33a.7.2.** Overtime is not authorized to employees who shelter in place or elect to remain in the facility or on base due to inclement weather or the effects of inclement weather (i.e. road closures, tornado warnings, etc.).

### **Article 33b – COMMAND POST OVERTIME**

**33b.1.** Overtime will be in accordance with the overtime article of the negotiated agreement and will include both the controllers and the office employees eligible to work the console with the following exceptions:

**33b.1.1.** Employees will be afforded the opportunity for a minimum of 8 consecutive hours of non-duty time for rest prior to assuming console duties. This includes the time required for travel to and from the command post. Whenever possible, controllers will be afforded 11.5 hours of non-duty time between console shifts.

**33b.1.2.** Employees will not be scheduled to perform console duty for more than 12 consecutive hours. This does not include the 30 minutes required for changeover duties. However, controllers may be required to perform non-console duties in the command post after completing their shift.

**33b.1.3.** Normally, controllers who are performing night shift duties will not be scheduled for dayshift overtime on their days off. Likewise, dayshift controllers should not be considered for night shift duties on their days off. This requirement is necessary to avoid conflicts with the non-duty time requirements listed in 1.1. above and to avoid disruption of the controllers normal sleep cycle.

**33b.1.4.** In the event that a controller is required to remain on duty past their normally schedule work day, due to the oncoming controller not reporting for duty, they will immediately notify management of the situation and continue to perform console duties until a replacement can be found. This controller will be credited for any overtime worked on the mandatory overtime roster.

**33b.1.5.** In the event that a controller decides to remain in the command post after their scheduled shift has ended and their replacement has arrived they will not be allowed to earn overtime. For example, a controller decides to remain in the command post overnight due to inclement weather or lack of transportation.

**33b.1.6.** In the event that a controller is required to leave the command post prior to the end of his schedule console tour, due to an emergency, illness, injury or other unforeseen circumstance the supervisor will be notified. Any subsequent shifts missed by the absent controller will be covered. If overtime is necessary, the procedures in this article apply.

**33b.1.7.** For overtime requirements that involve special skill sets, only controllers who possess the required skills or are certified in those areas will be considered for that overtime. For example, a controller might be required to earn overtime in order to accomplish Status of Resources, Training, and Supplies (SORTS) reporting or to do maintenance on the Single Channel Anti-Jammable Man Portable (SCAMP).

**Article 33c – FIRE DEPARTMENT (CEFO and CEFC) OVERTIME**

**33c.1.** When the fire chief determines overtime is necessary, the overtime article will be followed. In addition, the following procedures will apply:

**33c.1.1.** Employees who work voluntary overtime for a 2-hour period or more, shall have the overtime annotated on the voluntary roster. Employees who work for less than 2 hours shall not have time annotated on roster and shall remain in their current position on the roster. Employees who turn down voluntary overtime shall have that annotated on the roster and shall count the same as if they had performed the overtime. Employees on leave or TDY shall remain in their current position on the roster.

**33c.1.2.** Voluntary overtime can be split by 2 employees per shift and both employees shall be annotated on the roster.

**33c.1.3.** The fire chief can excuse employees from duplicative training requirements on overtime.

**33c.1.4.** Overtime in the alarm room will not result in overtime for the fire fighters.

**Article 33d – SECURITY FORCES OVERTIME**

**33d.1.** Employees will follow Article 33 with the following additions/exceptions:

**33d.1.1.** At the discretion of Management, if a specific job skill is needed (specifically SFCC Controller), others on the list may be bypassed until coming to the first employee on the list that has the requisite skills.

**33d.1.2.** If the employee wants to be placed back on the overtime call list he/she will be allowed to place themselves on the overtime call list at any time, and it will go into effect on the next full pay period after the change is submitted

**33d.1.3.** Employees who work voluntary overtime for a 4 hour period or more shall have the overtime annotated on the voluntary roster. Employees who work less than 4 hours shall not have time annotated on the roster and shall remain in their current position on the roster. Employees who turn down voluntary overtime shall have that annotated on roster and shall count the same as if they had performed the overtime. Employees on Annual Leave, Sick Leave, or temporary duty assignment shall remain in their current position on the roster,

**33d.1.4.** Employees who cannot be contacted shall not be charged and they shall remain at their current level on the roster.

**33d.1.5.** Mandatory overtime could be split by employees, but only the person who is required to stay will be credited on the roster. Any period of mandatory overtime shall be credited and the employee shall be moved to the bottom of the list.

## **Article 34 - HOLIDAYS**

**34.1. Holidays.** Employees shall be entitled to observe all holidays prescribed by federal law and have the day off unless notified by management that they are required to report for duty. Overtime will be paid for all hours that correspond to the normal scheduled duty day.

**34.1.1.** When an employee is typically scheduled off on a holiday, but work will be required to be performed, employees will normally be notified at least 14 calendar days in advance.

**34.1.2.** When an employee is typically scheduled to work on a holiday, but work will not be required to be performed, employees will normally be notified at least 14 calendar days in advance.

**34.1.2.1.** Unforeseen mission requirements will be exempt from the normal 14-day notification, but notification must normally occur within 24 hours of becoming aware of the need.

**34.2.** An equitable rotational system, which considers volunteers first, will be established in every organization where work on a holiday is required.

**34.2.1.** Supervisors are responsible for assuring that each employee receives equal consideration.

**34.2.2.** Employees may, in writing, request to not work holidays. This request shall be granted unless the employee is needed to meet mission requirements.

**34.3.** Management will make every effort to allow employees to take leave on religious holidays.

**34.4.** For work sections with employees on Compressed Work Schedule (CWS), if the holiday falls on an employee's Scheduled Day Off (SDO), the holiday is moved to the previous workday.

**34.4.1.** The only exception will be when the holiday falls on a Sunday. In this circumstance, the observed holiday is the next scheduled workday.

**34.4.2.** Work sections whose SDO/holiday conflict result in negative mission impact shall notify the Leadership Council (LC) for resolution.

**34.4.2.1.** The LC may determine that a different policy from the above may be developed and implemented in that individual work section.

**Article 34a - ATC HOLIDAY GUIDELINES/HOLIDAY BIDDING**

**34a.1.** This sub-article does not apply to Training & Standardization, TERPS, ATC STARS Automation unless those personnel are on a crew concept schedule.

**34a.1.1.** The goal of the scheduling process is for all requesting controllers to work an equal amount of holidays per year. Every effort will be made to achieve this goal.

**34a.1.2.** After bidding, holidays shall be scheduled annually by Management in a fair and equitable manner.

**34a.1.2.1.** Management will maintain the accuracy of the holiday log.

**34a.1.3.** Due to the ATC crew concept, each crew will be scheduled independently based on controller requests to work/not work on holidays.

**34a.1.4.** A holiday log will be maintained to track the number of holidays worked annually by each controller. The holiday log shall be kept in the ATC folder located on the network shared drive and shall be accessible to all for review. The holiday log sheet shall be reset to zero annually after the New Year holiday for all personnel.

**34a.1.5.** During the year, if an employee is offered a holiday and “turns it down”, it shall be counted as worked. The holiday log shall be annotated as such when an employee has refused to work the holiday.

**34a.1.6.** Controllers requesting not to work holidays, to include staff personnel, shall make that formal request in writing (email will suffice) to their supervisor and ATM annually no later than (NLT) 1 November and every effort will be made to accommodate their request.

**34a.1.7.** Holiday bidding for the next calendar year by all personnel that have requested to work will begin NLT 1 November and the process completed by 15 November. This will allow personnel to forecast annual leave by 31 December. Management will produce the results of the holiday bid list process NLT 1 December.

**34a.1.8.** Normal crew scheduling procedures shall be adhered to on in-lieu-of holidays due to normal wing/National Airspace System (NAS) flying activities.

**34a.1.9.** Scheduled manning on actual holidays when the tower is closed shall be reduced by 2 controllers (normal tower manning requirement). Due to mandatory NAS responsibilities, the Radar Approach Control (RAPCON) is required to remain open 16 hours a day, 365 days per year (except the RARE occasions when the 434 Wing Commander (WG/CC) opts to close the facility due to extenuating circumstances/personnel safety concerns, *exempli gratia* (e.g.) severe weather, natural disasters, etc.).

**34a.2. Holiday Bidding.**

**34a.2.1.** Each individual will choose 1 holiday leave at a time based on Service Computation Date (SCD) (does not include in-lieu-of days where normal tower operation staffing will be adhered to) until the yearly schedule is filled. All changes to the holiday bid list will be coordinated with the respective supervisor who will in turn coordinate with the ATM and detail the changes. Management reserves the right to change the schedule due to extenuating circumstances or for operational effectiveness and mission accomplishment.

**34a.2.2.** Controllers may “swap” holidays if they mutually agree to the change.

**34a.2.3.** Holiday leave not forecasted shall be granted on a first come, first served basis. If the unforecasted leave is approved, that holiday will be logged as a holiday worked for the requesting controller(s).

**34a.2.4.** There is a possibility that crew members on one crew will work more/less holidays than members of another crew, but due to ATC crew concept, this circumstance is beyond management's control.

**34a.2.5.** Any scheduling conflicts will be coordinated with the supervisor and ATM for resolution.

### **34a.3. Miscellaneous Information.**

**34a.3.1.** During the year, a situation may arise when a holiday shift is short of the required manning and needs to be filled. This requirement will be filled considering volunteers first and filled utilizing the holiday log. In the event there are no volunteers, personnel shall be scheduled based on the employees' SCD. In this case, inverse SCD shall be used to assign the holiday work. Employees' who have requested to be excluded from the holiday scheduling understand that it does not preclude management from directing them to work a holiday. Every effort will be made to fill the shortage with volunteers first. Please note that employees who have provided a holiday exemption letter will only be utilized as a last resort.

**34a.3.2.** Employees must be full performance level (FPL) certified in the facility scheduled to work on the holiday before they are considered eligible to work holidays.

**34a.3.3.** Once FPL certified, newly assigned personnel will assume the holiday schedule rotation for the employee that they have replaced.

**34a.3.4.** Holiday computation for newly assigned controllers that become FPL certified will be the total amount of holidays worked by the assigned crew divided by the number of employees. If the average amount is not a whole number, that number will be rounded up.

**34a.3.4.1.** Example 1: The total holidays worked are 20 divided by 5 employees on crew. The new employee would average in with 4.

**34a.3.4.2.** Example 2: The total holidays worked are 25 divided by 6 employees on crew. The average is 4.16. 4.16 would be rounded up to 5. The new employee would average in with 5.

**34a.3.5.** If an instance arises where an employee is moved to a different crew, that employee shall assume the holiday rotation of the employee they are replacing. Every effort will be made to accommodate requested holiday work for that employee when they are moved involuntarily.

**Article 35 - FEDERAL EMPLOYEES COMPENSATION CLAIMS**

**35.1.** Employees are encouraged to notify the union of any injury on the job that would place them in a continuation-of-pay status. This will afford the Union the opportunity to counsel employees and provide them with information on financial assistance and other AFGE sponsored programs.

**35.2.** The Parties agree to cooperate in assisting employees having problems with claims.

**Article 36 - INFORMATION ON EMPLOYEES**

**36.1.** Upon request, Management agrees to provide the Union (electronically) with a listing of bargaining unit employees which includes names, classification, office symbol, organization, and position title.

**Article 37 - NEW EMPLOYEE ORIENTATION**

**37.1.** The Union will be provided the opportunity to present the benefits of Union membership at new employee orientation. Both parties will present a positive image of the relationship and the other party's officials and programs.

**Article 38 - GOVERNMENT VEHICLES**

**38.1.** All Grissom employees may request the use of a vehicle for the performance of official duties from the government motor pool. In the event a vehicle is requested, but not available, employees may claim reimbursement for the mileage on their personal vehicles.

**38.2.** Employees can be held financially liable and/or subject to disciplinary action only in those cases in which the loss or damage to a government motor vehicle was proximately caused by the employee's gross negligence, willful misconduct, or deliberate unauthorized use.

**38.2.1.** Upon the employee's request, at the time of the accident, the employee will be afforded the opportunity to immediately request Union representation. The Union representative will be afforded all the rights of representation pursuant to Title 5 USC and the Labor/Management agreement.

**38.2.2.** If the determination is made that the employee will be charged for the repair, the employee retains the right to get estimates and determine where the vehicle will be repaired, subject to the approval and authorization of the appropriate Transportation official.

## **Article 39 - ADVERSE WEATHER**

**39.1.** During adverse weather, disaster, or other emergency conditions, the Employer may decide to authorize early dismissal, delayed reporting, or that the installation will be closed. Employees are encouraged to contact the base at 1-765-688-2468 or 1-800-242-8650 for current information on these decisions.

**39.1.1.** If employees are released early, only the hours from the release to the end of their normal duty shift will be excused time. If they leave earlier, they must take the appropriate leave from the time they leave up to the time of the authorized release.

**39.1.2.** If employees are allowed to report late, they will not be charged leave for the late reporting period unless they do not report to work that day. If an employee does not come in at the directed report time but comes in later, they can have the benefit of the excused time and take leave from the directed report time to the time they start working.

**39.1.2.1.** If pre-approved / pre-scheduled leave falls within 90 minutes of the announced delay report time, the employee will be authorized Admin Leave for the delayed time only.

**39.1.3.** Administrative leave under this section will be granted unless the employee is not expected to report to the installation for duty on that day due to approved leave for the shift, Temporary Duty (TDY) to another location or leave for military purposes. In these circumstances, their normal duty status will continue to apply.

**39.1.4.** The intent of this section is to provide additional travel time for safe passage either to or from the installation during inclement weather. If an employee has already arrived at the base and delay has been authorized, they are on duty. If they choose to leave the installation, they will not be afforded Admin Leave.

**39.2.** The following employees are required to work during base closure, early dismissal, and delayed reporting and do not fall under the provisions of Para 1:

**39.2.1.** Shift employees providing critical services (i.e., fire department, ECC dispatchers, security forces, command post, and air traffic control) must report for duty during adverse weather. These employees will be notified in writing by management that they will report for duty in adverse weather.

**39.2.2.** Employees other than those in para 2.1 above may be required to report to or remain at work depending on mission need(s).

**39.2.3.** If the employees covered by 39.2.1 and 39.2.2. do not report as required, the appropriate leave or AWOL is charged unless the employee can demonstrate that he/she was unable to report for duty despite reasonable efforts. These circumstances will be evaluated on a case-by-case basis.

**39.3.** Any employee who is unable to leave the installation after being required to work due to emergency conditions will be provided lodging and dining facilities, if available, at their own cost. Priority will be given to the employees identified in Para 2 above that are required to work during these conditions.

## **Article 40- PARKING**

**40.1.** The Employer agrees to continue to provide the presently established parking areas at the various work sites for the use of all employees on a first come, first serve basis, except the official reserved spaces.

**40.1.1.** Any parking changes affecting bargaining unit employees will require notification to the union as required by law for procedures and arrangements negotiation. Temporary changes of 30 days or less necessitated by inspections, construction blockages, etc. will be noticed to the union, but will not require negotiation. Management will minimize areas temporarily blocked and agrees to consider any alternatives put forward by the union for consideration.

**40.2.** The Employer will provide reserved parking spaces in the nearest parking lot that services the work site for the following:

**40.2.1.** Handicap spaces as required by law.

**40.2.2.** Bldgs. 596 and 427 drop off and pick up 15-minute parking spots.

**40.2.3.** Government vehicles

**40.2.4.** Three 15-minute parking spots for AAFES Exchange customers on the south side of bldg. 595.

**40.2.5.** Two spots for the union, one designated “union president” and one designated “union visitor.”

**40.2.6.** The wing commander, vice commander, group commanders and squadron commanders will have reserved spots. Full-time Air Reserve Technician CMSgts will also have reserved spots.

**40.2.7.** The lot at the northeast corner of building 597 will be reserved for security forces shift personnel only.

**40.3.** The only area currently designated for motorcycle parking is the west parking lot of building 439. The union and management will address motorcycle issues together to develop joint solutions as the situation dictates.

**Article 41 - OFF-DUTY EMPLOYMENT**

**41.1.** Consistent with OPM (5 CFR 2635.801), Joint Ethics Regulation (DoD 5500.7-R) and AFI 36-703, employees are required to report outside employment for approval by the Group Commander.

**41.2.** Employees will complete the Application and Approval for Off-Duty Employment, AF Form 3902.

**41.2.1.** Disclosure of SSN's on the form is voluntary.

**41.2.2.** Employees will answer blocks 13-25 as "will, will not, or not applicable (N/A)." Upon review, management may question the employee regarding matters marked N/A if management considers them to be pertinent.

**41.3.** The presumption is that outside employment is allowable. To deny, management must have a reason that the employment either violates Federal Law or OPM/OGE regulations; or detracts from readiness, safety, or poses a security risk.

**41.4.** If the outside employment must be terminated, the employee has 30 days to take the necessary action.

**Article 42 - DRUG AND ALCOHOL TESTING**

**42.1.** The Parties agree that the administration of the Drug and Alcohol Testing Program will be done in strict compliance with the U. S. Constitution and all applicable laws, regulations, and this agreement.

**42.2.** 434 ARW/CVK, Drug Demand Specialist is the office of primary responsibility for the Civilian Drug Testing Program. The Grissom Drug and Alcohol Testing Policy is contained in a Wing Instruction. Employees may access this through normal channels.

**Article 43 - NURSING MOTHERS IN FEDERAL EMPLOYMENT**

**43.1.** A lockable private room will be provided by the Agency for the purpose of the nursing mother to express breast milk. If the immediate supervisor cannot provide an appropriate space, then the Agency and the Union will find an agreeable location for the employee to express breast milk.

**43.2.** If the nursing mother is not on an Alternative Work Schedule (AWS), she will be offered an AWS in accordance with the Contract and 434ARWI 36-801.

**43.3.** The nursing mother will be free to express milk as frequently as needed on a reasonable basis.

**43.4.** If after 1 year the nursing mother still wants to express milk and it causes no reduction in productivity, or deters from the mission, she will be allowed to continue as needed. If the request is denied the Agency must show in writing how the Agency has been impacted.

**43.5. Storage of Expressed Milk.**

**43.5.1.** If the building or work center where a nursing mother works has a privately-owned refrigerator, the Agency cannot dictate what does or does not go into it. That is up to the refrigerator owner.

**43.5.2.** If there is a government-owned refrigerator in the work center or building and the nursing mother wants to store the breast milk in it, then she can do so. However, the breast milk must be stored in a rigid-sided, sealable, non-leaking container.

**43.5.3.** If a refrigerator is not available for the mother's use in the building (no government-owned refrigerator is located there, no privately-owned refrigerator is available or the owner thereof will not allow storage of breast milk in it, and the mother chooses not to bring in her own storage device or the mother does not want to store her breast milk in a refrigerator in the building), then the nursing mother may bring in her own storage method (e.g., a cooler or small refrigerator) for storing the expressed breast milk.

## **Article 44 - SCHEDULED FURLOUGH**

**44.1.** This article governs scheduled furloughs in which the total amount of time furloughed and total duration of furlough will be governed by statutory requirements and applicable regulations. This article does not apply to emergency furloughs.

**44.2.** Employees may not voluntarily schedule more than the minimum required furlough hours each week/pay period to create an entitlement to unemployment compensation. If an employee takes more than the minimum number of hours and the furlough is cancelled, the employee may retroactively substitute annual leave and /or pre-approved and scheduled sick leave, authorized military leave or previously earned credit or comp time for those hours.

**44.3.** Employees TDY to attend a school may choose to take their required furlough hours prior to attending, rather than during the school. This is an exception to the minimum required furlough hours each week/pay period. Note: Some schools may schedule furlough hours into the school schedule. In these instances, an employee who has taken their hours early will be required to take annual leave or additional furlough hours during that time.

**44.4.** Furlough hours will be scheduled and approved IAW Article 19 and the applicable subsections of the LMA. For employees in organizations with minimum manning requirements, the furlough dates/hours will be requested and approved in advance of the posting of the schedule.

**44.5.** As long as the minimum furlough requirement is met each pay period, employees may credit any LWOP or Absent-US toward their furlough hours. Note that this will impact the computation of Reservist Differential under 5 USC 5538, as this will reduce their projected civilian pay.

**44.6.** As unforeseen circumstances may warrant changing scheduled or unscheduled furlough hours, these hours will be approved on a first come first served basis as the individual organization's needs allow.

**44.7.** If an employee's work center changes during the furlough and there is a conflict with already scheduled furlough hours, those conflicts will be settled by Service Computation Date (SCD)-Leave if it cannot otherwise be worked out.

**44.8.** Changes to work schedules will be IAW the current LMA Article 20. This furlough action is considered a bona-fide personal hardship under 20.5.3 and employees may request work schedule changes as needed. Employees/Management must provide notification of work schedule changes at least one pay period in advance and approval will be based on operational needs as determined by the employer. This does not impact the shop process or timelines to request schedule changes. Employees may elect to return to their original work schedule when the furlough has ended.

**44.9.** All leave currently approved in accordance with the contract remains approved. Supervisors will schedule furlough contingent on already approved leave in the section. Employees may choose to substitute furlough hours for already approved leave; any impact to "use or lose" leave as a result of this voluntary substitution will be addressed with the provisions of the contract and AFI 36-815.

**44.10.** Employees may not perform any duty (i.e. volunteer, earn credit) during hours designated as furlough hours. Furlough hours will not be scheduled on a federal holiday.

**44.11.** Step 2 grievance meetings will be scheduled to accommodate furlough schedules of the grievant, the AFGE representative, and the management individual providing the response. If the schedules cannot be accommodated within the timelines, the timelines will be mutually extended.

**44.12.** Command Post, Fire Department, and Security Forces shift schedules may need to be addressed separately as future furlough requirements dictate.

**44.13.** Air Traffic Control shift schedules shall be addressed separately as furlough requirements dictate in order to support the National Airspace System (NAS) and mission needs.

**Article 45 - MAINTAINING THE CONTRACT**

**45.1.** The contract will be maintained electronically on the installation shared drive. Management will be responsible for notifying both current employees and new employees of the location of the contract and when it is changed/updated. All employees will have access to the Grissom contract via the LAN.

## **Article 46 - DURATION AND AMENDMENTS**

**46.1.** This Agreement will become effective on the date of approval by DOD Field Advisory Services and will remain in effect for three years from the date of approval.

**46.1.1.** If the Agreement is neither approved nor disapproved within 30 days from its execution, it shall take effect and shall be binding subject to the provisions of applicable law, rule, or regulation.

**46.1.2.** The agreement will be automatically renewed for an additional three years unless either party provides written notification to the other of its intention to renegotiate not more than 180 days nor less than 130 days prior to expiration. Ground rules from the previous contract negotiation will be used along with any mutually agreed changes.

**46.1.3.** If the negotiation of a new agreement has not been concluded by the expiration date of this agreement, the provisions of this agreement shall be honored to the extent required by law.

**46.1.4.** This Agreement shall terminate at any time the Federal Labor Relations Authority certifies that the Union is no longer entitled to Exclusive Recognition under the law.

**46.1.5.** The provisions of this agreement supersede any past practices that are in conflict with it. All past practices or unauthorized shop agreements will terminate upon approval of this contract.

**46.2.** Negotiations during the life of this agreement will take place in accordance with the following:

**46.2.1.** The agreement will be opened for amendment(s) by the mutual consent of both Parties at any time it has been in force and effect for at least one year. Any decisions to amend this agreement will be IAW the provisions in the Leadership Council article.

**46.2.2.** The Union will be given written advanced notice and opportunity to invoke negotiations concerning changes in existing personnel policies, practices, or matters affecting working conditions of unit employees. If advanced notice is not possible, the Union will be notified and provided the opportunity to invoke post-implementation negotiations.

**46.2.2.1.** If the Union chooses to invoke negotiations it must do so and provide complete written proposal(s) within 15 calendar days for the change involved. The timeline starts the day after the notification was made. These proposals will be submitted and the parties will meet under mutually agreed timeframes or within five calendar days after proposals are received.

**46.2.3.** The Union may request to invoke negotiations on issues not previously addressed or negotiated (i.e., an AFI that was overlooked). This process will be the same as that in 2.2. and 2.2.1. above.

**46.3.** Any negotiations taking place during the life of this contract shall be conducted in Agency or Union facilities between the hours of 0600 to 1800, unless otherwise mutually agreed.

**46.3.1.** Negotiations will be limited to two persons per side (three for base wide issues) unless otherwise mutually agreed upon.

**46.3.1.1.** Further ground rules for negotiations during the life of this agreement will not be required.

**46.3.2.** The Employer will make every effort to accommodate Union negotiators who are bargaining unit employees assigned to night shift. Advance notification is waived for these shift change accommodations.

**46.4.** The parties agree that any reference to agency regulations in this agreement is provided as a reference and does not limit any of the rights provided in Articles 3-5 of this agreement.

// Signed // Date 22 Sept 2015

James B. Burkhart  
AFGE 3254  
President

// Signed // Date 25 Sept 2015

Douglas J. Schwartz  
434 Air Refueling Wing  
Commander

Approved by the Department of Defense on October 16, 2015.

## GLOSSARY OF TERMS

Bargaining Unit Position – A position that is included in the definition of the bargaining unit.

Collective Bargaining – See 5 USC 7103(a)(12)

Conditions of Employment – Personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions, except such term does not include policies, practices, and matters-

- (a) Relating to prohibited political activities
- (b) Relating to the classification of any position; and
- (c) To the extent such matters are specifically provided for by Federal statute. (5 USC 7103(a)(14))

Confidential Employee – An employee who acts in a confidential capacity with respect to an individual who formulates or effectuates management policies in the field of labor- management relations. (5 USC 7103(a)(13))

Counseling – A non-disciplinary discussion used to guide, encourage, or instruct employees. (AFI 36-704, 11.3)

Excused Absence – Administratively authorized absences from duty without loss of pay or charge to leave. (AFI 36-815, Chapter 8)

Medical Certificate – A written statement signed by a registered practicing physician or other practitioner certifying to the incapacitation, examination, or treatment, or to the period of disability while the patient was receiving professional treatment. (5 CFR 630.201(8))

Supervisor – An individual employed by an agency having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment, except that, with respect to any unit which includes firefighters, the term “supervisor” includes only those individual who devote a preponderance of their employment time to exercising such authority. (5 USC 7103(a)(10))

Union Official – An elected officer or steward of AFGE Local 3254.