

LABOR-MANAGEMENT CONTRACT

between

DOVER AIR FORCE BASE, DELAWARE

World-Class Airlift



and

LOCAL 1709 AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES



Effective Date: 28 August 2008

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PREAMBLE

SECTION 1. In accordance with the provisions of Title VII of the Civil Service Reform Act of 1978, Public Law 95-454, Federal Service Labor Management Relations, hereinafter referred to as “Title 5 United States Code (USC) 71,” the following agreement is entered into by and between Dover Air Force Base, (Dover AFB) Delaware (DE), hereinafter referred to as the “Employer,” and Local 1709, American Federation of Government Employees (AFGE), hereinafter referred to as the “Union,” and collectively known as the “Parties.”

SECTION 2. The Parties recognize that the public interest requires high standards of employee performance and the continued development and implementation of modern and progressive work practices to ensure efficient accomplishment of the operations of the Government. Through the Union, employees are guaranteed the right to participate in the formulation and implementation of personnel policies and practices related to their conditions of employment through collective bargaining. Therefore, collective bargaining is in the public interest.

SECTION 3. Whenever language in this agreement refers to specific duties or responsibilities of the Employer, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Employer retains the sole discretion to assign work.

WITNESSETH

It is the intent and purpose of the parties to this agreement to promote and improve the effective and efficient administration of the Federal Service and the well being of employees within the meaning of 5 USC 71. Therefore, in recognition of their respective rights and obligations, the parties, intending to be bound, agree as follows:

ARTICLE 1

EXCLUSIVE RECOGNITION, RESPONSIBILITIES, AND COVERAGE OF AGREEMENT

SECTION 1. The Employer recognizes the Union as the exclusive representative of all Employees in the Unit as defined in Section 2 of this article.

SECTION 2. The Unit to which this agreement is applicable is comprised of all civilian employees of Dover AFB, Dover, Delaware (DE), excluding all management officials, professional employees, confidential employees, supervisors, employees engaged in personnel work in other than purely clerical capacity, and the employees covered by grant of exclusive recognition to the International Association of Fire Fighters (IAFF), non-appropriated fund employees, and Defense Commissary Agency (DeCA) employees.

ARTICLE 2

PROVISIONS OF LAWS AND REGULATIONS

SECTION 1. In the administration of all matters covered by this agreement, the parties are governed by existing or future laws, the Code of Federal Regulations (CFR), existing government-wide rules and regulations, including published Agency (DOD) and Department of the Air Force instructions in existence at the time the agreement was approved; and by subsequently published Agency and government-wide regulations which are not otherwise in conflict with the provisions of this agreement.

SECTION 2. Nothing within this agreement is intended to be in conflict with laws, government-wide regulations, or pre-existing Agency regulations. If there is such a conflict, the laws, government-wide and/or pre-existing Agency regulations shall prevail over the terms of this agreement.

SECTION 3. This agreement has the full force and effect of Employer regulations within the Unit to which it applies. If any conflict arises between this agreement and other regulations, (excluding government-wide regulations, Agency regulation, existing or future laws), i.e. the Employer's regulations, the provisions of this agreement will be followed.

ARTICLE 3

POLICIES, PRACTICES AND PROCEDURES

The Employer agrees to carefully consider including the Union in pre-decisional meetings regarding changes in conditions of employment.

SECTION 1. Prior to implementing or informing employees of proposed changes to personnel policies, practices, and procedures that affect bargaining unit employees and that have more than minor impact, the Employer shall notify the Union in writing. Minor impact changes will be communicated orally. When requested by the Union, minor impact changes will be provided in writing.

SECTION 2. The parties agree that when the changes to personnel policies, practices and procedures with regard to personnel matters and/or conditions of employment are issued by appropriate authorities, DOD, the Department of the Air Force, Air Mobility Command (AMC), and Dover AFB, they may be subject to bargaining.

A. Therefore, all such changes to written instructions shall be submitted promptly upon receipt and prior to implementation, to the Union for review, by the Office of Primary Responsibility (OPR) which shall establish a reasonable suspense date, normally seven (7) calendar days. The suspense date will be consistent with the complexity of the subject matter and the deadlines set by higher authority.

B. The Union may respond to the OPR within the established suspense date by submitting written notification of the Union's intent to bargain. If the Union submits a notification of its intent to bargain, a copy will be forwarded to the Civilian Personnel Flight (CPF), Work Force Effectiveness Section (DPCE). The Employer will respond in writing within seven (7) calendar days to the Union's intent to bargain. The purpose of the response is to address the contents of the Union's intent to bargain.

C. The Union may respond to the OPR within the established suspense date by submitting written comments/concerns/questions to the proposed changes. When comments/concerns/questions are submitted by the Union, the OPR will, through DPCE, respond to the Union's comments/concerns/ questions. The Union shall have seven (7) calendar days following receipt of the response to submit its intent to bargain. The Employer will respond in writing within seven (7) calendar days to the Union's intent to bargain.

SECTION 3. The parties agree to provide joint training for supervisors and union officers and stewards on the provisions of this agreement.

SECTION 4.

A. Any questions or disputes (e.g., interpretation, definitions, coverage, etc.) involving published policies, instructions, or regulations shall be forwarded by the Union to DPCE for clarification of question or dispute.

B. In situations where no questions or disputes are involved, or where the question or dispute at issue has been decided by the OPR, decisions rendered by the Employer in accordance with such laws or regulations which affect employees of the unit may be subject to bargaining.

ARTICLE 4

TERM OF AGREEMENT AND METHOD OF AMENDMENT

SECTION 1. This agreement shall remain in full force and effect for three (3) years from its effective date. This agreement may be opened at any time for amendment upon mutual agreement of the parties.

SECTION 2. It is understood and agreed that modification or amendment of this agreement may be required because of the changes in laws, issuance of agency or government-wide regulation required by law, or issuance of Executive Order or other government-wide regulations, subsequent to the effective date of this agreement. If a future law, Executive Order, or government-wide regulation mandates a change to this Agreement, the Employer will promptly notify the Union in writing of the proposed specific change. No change to the terms of this agreement shall be made unless such change is required by the specific provisions of the law, except where supplementary written agreement is reached by the parties.

SECTION 3. Either party may give written notice to the other reflecting that party's intent to re-negotiate the existing agreement, not more than 105 calendar days prior to the expiration date of this agreement, providing the agreement has not been terminated at an earlier date. Representatives of the Employer and the Union shall promptly meet for the purpose of reaching an agreement on the time, place and date for the commencing of negotiations. Until this agreement is replaced by a new negotiated agreement, it shall remain fully in force.

ARTICLE 5

OFFICIAL TIME

Philosophy on Official Time: The Parties recognize and understand that the utilization of official time is beneficial to the interests of both Parties and is beneficial in developing and maintaining a positive labor-management relationship. It is further recognized and understood that communication, early involvement, and the use of official time by the Union, can prevent the inefficient use of scarce resources and diversion of manpower from the mission by averting potential conflicts/misunderstandings.

SECTION 1.

A. It is understood that, due to the responsibilities of the AFGE Local 1709, the President shall be on 100% union time for the elected term(s). It is further understood that Leave or Leave Without Pay may be used to carry out union responsibilities. The President will coordinate time and attendance with work center management from the Union hall.

B. The Executive Vice President (EVP) and the Chief Stewards shall be granted official time, without loss of pay or benefits, to represent bargaining unit employees and attend meetings as authorized under the terms of this agreement and 5 USC 71. The Union agrees that whenever business of any nature is transacted during duty hours, only that amount of time necessary to bring about prompt and expeditious disposition of the matter will be utilized. The Union further agrees to guard against the use of excessive time and to conduct authorized business in an efficient manner. At times, these officers are required and may use up to 100% of a duty day to carry out their representational duties. The Union agrees that these officials will coordinate their use of official time as far in advance as practicable, or as soon as known, with their respective supervisor. This coordination will include the general nature of the business, estimated length of official time, and the phone number or

destination where the official may be reached. The Employer understands that issues or events will occur with short notice that requires the union officials' prompt attention. If any conflict arises on official time, the EVP or the Chief Steward(s) will work out a mutually agreeable solution with the respective immediate supervisor.

C. Other Union Officers and Stewards (all Union Representatives other than the President, Executive Vice President, and Chief Stewards). The Parties agree that there will be a 400 hour bank of official time per year to be shared by the other union officers and stewards. They may also request Annual Leave, Leave Without Pay or use previously earned compensatory time to represent bargaining unit employees.

SECTION 2. Every effort shall be made by assigned squadron management to schedule the Union President, Executive Vice President, and Chief Stewards to permanent day shift, Monday through Friday.

SECTION 3. The Union shall be given the opportunity to appoint one representative to the following committees:

- A. The Base Comprehensive Planning Committee.
- B. The Base Level Incentive Awards Committee.
- C. The Wing Occupational Safety and Health (OSH) Council.
- D. Equal Employment Opportunity Committee.

SECTION 4. Official time is not authorized for any tasks related to internal union business as provided in applicable laws, rules, and regulations. In addition, it is agreed and understood that any use of official time in this contract relates solely to issues in the bargaining unit covered by this contract.

SECTION 5. General Limits on Official Time

It is agreed and understood that all official time that is authorized for appropriate Labor-Management activities and representational activities shall be charged to an appropriate Representational Code. The Union will provide a listing of officers and stewards to Chief DPCE and will advise DPCE of any changes in writing. A report of the official time used by code will be provided to the Union each month.

When meeting an employee at the employee's work center, the union officer or steward must first make arrangements with the employee's supervisor, who will attempt to identify a location with reasonable privacy for the employee and union steward to confer.

The union officer or steward will accomplish the authorized representational duties and return to their regular work center following completion, and let the supervisor know of their return.

ARTICLE 6

EMPLOYEES' RIGHTS

It is agreed that employees in the Unit as defined in Article 1, Section 2, shall have the right to form, join or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided by 5 USC 71, such right includes the right:

1. to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the Executive Branch of the government, the Congress, or other appropriate authorities; and,
2. to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under the provisions of 5 USC 71.

ARTICLE 7

RIGHTS OF THE EMPLOYER

SECTION 1. It is agreed and understood that the Employer retains the right:

A. To determine the mission, budget, organization, number of employees, and internal security practices of the agency;

B. In accordance with applicable laws:

1. To hire, assign, direct, layoff, and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary actions against such employees;

2. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted;

3. With respect to filling positions, to make selections from among properly ranked and certified candidates for promotion, or any other appropriate source; and

4. To take whatever actions may be necessary to carry out the Agency mission during emergencies.

SECTION 2. Nothing in this agreement shall preclude the Employer and the Union from negotiating:

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

B. Procedures which management officials of the agency will observe in exercising any authority under this section; or

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

SECTION 3. The Parties agree that nothing in this agreement shall be interpreted to apply to matters outside the bargaining unit, as defined in Article 1, or to limit or restrict the Employer's right to make decisions regarding or manage non-bargaining unit personnel or positions.

SECTION 4. The provisions of this article shall apply to all agreements between the Parties.

ARTICLE 8

DECISION MAKING TECHNIQUES

(CONSENSUAL METHOD OF INTEREST BASED BARGAINING (IBB))

SECTION 1. The Parties will work collaboratively toward common goals. Resolutions on negotiable issues will normally be based on consensus. The Parties agree to openly share all pertinent information (including financial data) to the extent not prohibited by law and within the provisions of 5 USC 7114.

SECTION 2.

A. To successfully implement IBB and to improve the quality of the decision-making process, the following guidelines are suggested:

1. Proposals/options shall be evaluated on agreed upon criteria such as; fair, equitable, workable, legal, affordable, etc.

2. The joint effort shall be aimed at discovering the best equitable resolution while satisfying the interests of all parties.

3. Focus on understanding, clarifying, analyzing and defining the problems.

4. Provide for integration of all interests. Strive for broadly-supported solutions to workplace issues and for high-quality outcomes.

5. The emphasis shall be on discussion rather than debate of solutions.

6. Any of the parties blocking a potential solution must make a good-faith effort to offer alternatives.

7. The Parties reach consensus when all members can “live with” a single alternative.

8. When all avenues toward resolution have been exhausted and the Parties cannot reach consensus, they shall request a mediator to facilitate the process; the last step of which involves impasse to the Federal Service Impasses Panel, which may include final and binding arbitration under procedures approved by the Panel.

B. All consensus resolutions shall be committed to a written agreement between the Parties and remain in full force and effect unless modified by the Parties. The party seeking the modification(s) will furnish the other party a written notice listing the provision(s) the party wishes to modify or cancel and/or briefly describing any new provisions it may wish to bargain.

ARTICLE 9

SENIORITY ROSTER

SECTION 1. Each supervisor will establish and maintain a seniority roster of bargaining unit employees based on their Service Computation Date (SCD) to be used for the purposes of determining overtime, shift assignments, leave, vacation scheduling, and additional work details.

SECTION 2. Use of the seniority roster will be addressed in applicable articles.

ARTICLE 10

POSITION DESCRIPTIONS

SECTION 1.

A. The employee's official position description (such as AF Form 1378 and AF Form 1003) describes major duties and responsibilities. A position description does not list every task that an employee may be assigned. It shall reflect those duties and responsibilities that are pay plan, title, series, grade controlling and all other duties that are important enough to include as part of the work requirements. The phrase "other duties as assigned" shall not be used as a basis for the assignment of duties to employees which are unrelated to the principle duties of their position except in extraordinary circumstances.

B. Each employee shall be provided with a copy of their position description. Employees are encouraged to discuss with their raters any discrepancies between their position description and their actual duties assigned/performed, and it shall be the responsibility of the Employer to make adjustments where appropriate. The rater will advise the employees of amendments/revisions to their official position descriptions and will discuss the changes with the employee. It is the rater's responsibility to ensure that a copy of the revised position description is given to the employee, and a copy provided to the Union upon request.

SECTION 2.

A. The Employer has the responsibility of assuring that the major duties and responsibilities that are assigned to an employee, and thus constitute the employee's job, are properly set forth and described in the employee's official position description. A bargaining unit employee who believes that his/her position description is inaccurate should first meet with the rater for the purpose of reviewing the position description. If as a result of this meeting it is determined that the position description requires change, an amendment or new position description shall be prepared and forwarded to the Civilian Personnel Flight (CPF). CPF will review the updated position description for accuracy and determine any classification impact.

B. If as a result of the meeting the employee disagrees with the accuracy of the employee's position description the employee can take their concerns to their Union representative or elevate the concern to the next level of supervision.

C. Should an employee be dissatisfied with the classification of an accurate and current description of his/her duties (position description), the rater will, if desired by the employee, arrange a meeting with appropriate representatives of the CPF for the purpose of reviewing applicable classification standards. If there is still disagreement, the employee has the right to file a classification appeal. The appeal process includes the right to representation.

SECTION 3.

A. The Employer will inform the Union in writing as soon as possible when significant changes (such as reorganization, reductions in force (RIF), or changes in work assignments) will be made in the duties and responsibilities of positions held by bargaining unit employees.

B. The Employer will notify the Union of position classification changes to bargaining unit jobs.

ARTICLE 11

LIMITED DUTY ACCOMMODATIONS

SECTION 1. An employee who is temporarily incapable of full performance of the duties of his/her position may request a temporary period of limited/light/restricted duty by submitting medical certification defining the nature and anticipated duration. The employee's medical certificate must indicate that the employee is fit to work but is temporarily unable to fully perform all of the duties and responsibilities of his/her official position (e.g., because of clearly documented medical limitations the employee is capable of performing only some of his/her official duties and/or for only a portion of the full work day/work week). The Employer agrees, in accordance with applicable regulations, workload, and staffing limitations, to make every reasonable effort to place the employee in his/her own modified or some other suitable position.

SECTION 2. When appropriate medical documentation indicates a temporary condition as set forth above with an extended inability to perform (not expected to be corrected within 30 calendar days of limited duty assignment) the employee may request an extension of light/limited/restricted duty, sick leave, or extended LWOP.

SECTION 3. When medical evidence indicates a permanent or long-term (indefinite) disability, the employee may file for disability retirement, request reassignment and/or change to lower grade, retire, resign, etc., looking toward effecting some long-term or permanent official action in his/her case.

ARTICLE 12

ASSIGNMENT OF EMPLOYEES

SECTION 1. The Employer retains the basic right to assign work in the manner considered best to maintain the efficiency of operations. However, should a problem arise with respect to the propriety of a work assignment affecting employees of the unit, the Union may bring the matter to the attention of appropriate officials of the Employer. The Employer agrees to discuss the matter and consider the recommendation of the Union.

SECTION 2. The Employer agrees that when it is necessary to assign a bargaining unit employee to perform the duties and responsibilities of a higher grade position, the employee selected shall be qualified for and temporarily promoted to such higher grade position in accordance with applicable rules and regulations. This does not apply to brief periods, less than 30 days, when a supervisor is unavailable due to leave, temporary duty, illness, etc. When there are no qualified employees in the group where a vacancy exists, a detail may be considered. Details in excess of 30 days will be recorded and maintained as a permanent record in official personnel folders. The Employer agrees not to rotate employees through higher-graded positions to avoid compensation at higher grade.

SECTION 3. Consistent with operating needs, the Employer will attempt to assign work reasonably related to an employee's position and qualifications. The Employer further agrees not to make work assignments based on non-merit factors; i.e., favoritism, nepotism, personal friendship, political considerations, etc. The parties agree that an alleged violation of this contract provision does not give an employee a basis to refuse to perform any work assignment. Alleged violations may be submitted for processing through the appropriate statutory procedure or negotiated grievance procedure.

SECTION 4. For the purposes of this article, a detail is defined as the temporary assignment of an employee to a different position for a specific period with the employee returning to regular duties at the end of the detail. This includes positions of equal, higher, or lower grades.

SECTION 5. No detail will be made to evade or compromise the principle of recruitment through open competitive principles of the merit system or the principles of job evaluation. The Employer assumes the responsibility for keeping details within the shortest practical time limits and for a continuing effort to secure necessary services through the use of appropriate personnel actions.

SECTION 6. If a detail of more than 120 days is made to a higher grade position, or to a position with known promotion potential, it must be made under competitive promotion procedures.

ARTICLE 13

REDUCED OPERATIONS

SECTION 1. The parties acknowledge that since dismissal of personnel constitutes a costly expenditure of public funds, this policy will be invoked when necessary in the interest of the mission at Dover AFB and to ensure a reasonable safeguarding of the well being of the employees. The Employer acknowledges that the decision to dismiss personnel should be made before conditions deteriorate to such a degree that they may jeopardize the well being of employees.

SECTION 2. When conditions dictate, the Employer may reduce operations by closing all or part of Dover AFB. The Union, management, and employees will be informed as necessary. Off-duty employees will be responsible for monitoring media announcements, and be expected to report for work as scheduled unless announced or notified otherwise. Announcements will be released to the designated media sources. The employer will inform the employees annually of the designated media sources. Any changes to designated media sources will be relayed to the employees, as they become known.

SECTION 3. The parties agree that certain operations are necessary to maintain services. Positions will be identified by category as Emergency or Essential Level 1, 2, or 3 dependent upon the type of services they provide. In determining employee categories, the Employer shall consider, to the extent possible, any personal factors such as family situations, distance of travel to and from work, employee health problems, etc., in a fair and equitable manner.

SECTION 4. Employees in the Emergency category are expected to remain or report for duty, regardless of the conditions or weather situation. Typically, these are hospital employees, snow removal crews, telephone operators, boiler plant operators, food service workers and others designated by commanders/equivalent management official. Emergency employees may not be granted administrative leave. The Employer issues Dover AFB Emergency Services Identification Cards to Emergency employees. These cards may be necessary in the event the employees are stopped while on the highway during hazardous weather and/or state-of-emergency conditions.

SECTION 5. The Employer agrees that those individuals designated as Essential Level 1, 2, or 3 employees will be placed on administrative leave when dismissed due to reduced operations or when their services are not required by Dover AFB. When mission requirements change and the base resumes normal operations, all employees in Essential Level categories will report to work in accordance with instructions from their work center supervisor or media broadcasts. Employees in Essential Level categories may be required, based on an assigned Essential Level number, to remain or report for duty on an as-needed basis to accomplish necessary mission operations.

A. Essential Level 1 (EL1) employees necessary for flightline operations essential services and BCE support services.

B. Essential Level 2 (EL2) employees who are necessary for non-flightline operations essential services.

C. Essential Level 3 (EL3) employees who provide services that may be postponed until weather/ operational conditions improve or change. Employees in training/school on Dover AFB will normally be considered EL3 unless recalled to work by their supervisor, or training is terminated/suspended. In the latter event, the employees are responsible for contacting their work center supervisors.

SECTION 6. For employees who are detained for work and are unable to leave the installation during/after their tour of duty due to climatic conditions, management will arrange for food, lodging, emergency medical care and transportation on the installation. All costs and medical care provided will be in accordance with regulations and controlling directives.

SECTION 7. For events other than hazardous weather, the Employer will determine which employees are required to perform certain operations. That determination may cause a temporary change in the employee's category for that event.

ARTICLE 14

CONTRACTING OUT (A-76)

SECTION 1. The Employer will notify the Union within 30 calendar days of receipt of notification to study the possibility and feasibility of contracting out of bargaining unit work. The Employer will extend an invitation to meet with the Union prior to employee notification. The Employer will provide the Union with the milestone dates for major events and revisions thereof when they become available. The Union will be invited to attend the initial meeting with the affected employees prior to the start of preparation of the Performance Work Statement (PWS) and Management Cost Study (MCS). The views of the Union will be taken into consideration in the development of the PWS and the MCS. The Employer will accept constructive inputs from the Union up to thirty (30) calendar days prior to the estimated base-level approval date of the MCS.

SECTION 2. The Union will be provided an opportunity to have a representative actively participate at the bid opening when bid opening procedures permit. A copy of the in-house cost estimate and all supporting documentation will be available for review by the Union in the contracting office after bid opening.

SECTION 3. Within fifteen (15) calendar days of receipt of contract approval from higher headquarters, the Employer will notify the Union of the final decision on contracting out of work performed by bargaining unit employees. The Employer will extend an opportunity to the Union to meet and negotiate appropriate arrangements for affected employees in the bargaining unit.

SECTION 4.

A. The Union may have one representative participate on the PWS team, and one representative on the MEO team.

B. The Union may request any relevant and unrestricted information which is available openly in the public domain concerning contracting out affecting the bargaining unit employees. The Employer may consider Union recommendations concerning most efficient operations.

C. When local training (on Dover AFB) is provided to the competitive sourcing management steering group, the Union will be offered two training quotas for the sessions. If training is off-base, the Union will be offered one training quota on official time.

SECTION 5.

A. The Union will be provided the opportunity for a Union representative on official time to attend the “pre-bid tour” of the function undergoing a cost study. A Union representative will be given the opportunity to attend public bid openings and review in-house estimates after the bid opening on official time.

B. Should the solicitation result in the function being contracted out, the rules and regulations regarding RIF will apply.

C. The Employer will inform the affected employee(s) of the “right of first refusal” IAW FAR 52.207-3 and applicable laws, rules and regulations. The Union will also be notified. This article is covered by its own dispute/appeal process.

ARTICLE 15

REDUCTIONS-IN-FORCE (RIF)

SECTION 1. During pre-RIF, if more than one like position is affected, reassignment will be conducted by reverse seniority provided the junior person is qualified, unless the senior person voluntarily accepts the reassignment.

SECTION 2. MAJCOM or higher authority normally directs position losses that may result in a Reduction in Force (RIF). The Employer will ensure the Union is notified of upcoming position losses that may result in a RIF. Procedures used will be in accordance with the Code of Federal Regulations and other applicable directives.

SECTION 3. The Employer agrees to request approval from the appropriate level to use separation incentives to help prevent the RIF layoff of employees.

SECTION 4. The Employer will provide RIF notification to the affected employees 60 calendar days in advance. The union will be notified of the names/organizations of those affected employees.

SECTION 5. The Employer agrees to grant a reasonable amount of duty time for displaced employees, after coordination with the supervisor, to participate in the Career Transition Assistance Program (CTAP) for surplus and displaced federal employees program.

ARTICLE 16

MERIT PROMOTION

SECTION 1. The employees of Dover AFB will be informed annually about the merit promotion program IAW applicable laws, rules, and regulations.

SECTION 2. The employer will give consideration to bargaining unit employees when filling permanent vacant positions. Vacancies concerning Air Reserve Technician Officer positions are excluded.

SECTION 3. The parties encourage the use of interviews as a valuable tool to determine qualifications when filling a vacancy. If the selecting official chooses to interview, he/she may interview one or more of the candidates on the certificate. It is recommended that the top candidates be interviewed. It is not required that candidates be interviewed, but for those who are, the same interview questions will be used.

SECTION 4. All employees considered for a vacancy will be notified of selection or non-selection. If requested, a non selected employee will be informed of the reason for the non- selection.

ARTICLE 17

PERFORMANCE MANAGEMENT PROGRAM

SECTION 1. GENERAL: The Union and the Employer recognize and endorse the concept that performance management is a continuous, systematic process by which managers and supervisors integrate the planning, directing, and executing of organizational work with the civilian personnel performance appraisal, pay, awards, promotion, and other systems. Supervisors organize work, make specific assignments, assign duties and tasks, and establish standards to follow when accomplishing the work. Individual employee work requirements are documented and communicated in writing to the employee on an AF Form 860 or AF Form 1003.

SECTION 2. A Performance Plan must be prepared by the rater and communicated in writing to each employee within 30 calendar days of assignment, or the commencement of a new appraisal period. Performance plans must set out performance elements and standards, as applied to an employee, that are fair, job related, and based upon objective criteria. They should permit the Employer to accurately evaluate job performance and describe contributions by the employee. A Performance Plan may include, but is not limited to, factors such as quantity, quality, timeliness, and manner of performance.

SECTION 3. Each supervisor shall encourage employee participation in establishing/revising/implementing performance plans. This may be accomplished by means including, but not limited to, the following:

- A. Employee and supervisor discuss and develop performance plan together;
- B. Employee provides to supervisor a draft performance plan;
- C. Employee comments on draft performance plan prepared by supervisor;
- D. Performance Plan is prepared by a group of employees occupying similar positions, with supervisor's approval.

Employees may provide input with respect to proposed changes in performance plans/standards. The supervisor will respond to the input, and if rejected, provide rationale. If performance plan is part of AF Form 1003, see Article 10 to implement change. If performance plan is a separate document, AF Form 860, the rater will change performance standards on that document, either by re accomplishing it or by pen-and-ink change. Changes to elements relate directly to position description duties. If changes are to be made to elements, see Article 10 to implement change.

SECTION 4. The rater will discuss with the employee the rater's expectations based on the performance plan. The discussion will include the rater's guidelines for recommending the employee for an annual award at the end of the appraisal cycle. The guidelines will be prepared in writing, with input from the employee, and will be approved by the reviewer. If a change in rater occurs during the appraisal cycle, the new rater will review the guidelines and may change them if deemed necessary.

SECTION 5. PERFORMANCE APPRAISALS (Civilian Rating of Record):

A. Starting at the annual appraisal and every four (4) months thereafter, the Employer will conduct feedback sessions with their employees. This discussion is based on the supervisor's observation and evaluation of the employee's performance. The discussion will include the supervisor's guidelines for recommending the

employee for an annual award at the end of the appraisal cycle. All feedback sessions will be annotated on the AF Form 971 and initialed by both employee and supervisor.

B. Progress will be noted on the Civilian Performance Feedback Worksheet (CPFW) and provided to the employee. The CPFW will be retained in the employee's AF Form 971. At least one calendar day in advance of the scheduled feedback session, a copy of the AF Form 860 or AF Form 1003 will be made available to the employee. At each feedback session, the rater will point out each employee's strengths and weaknesses, and give suggestions for improvement. The rater will identify on the CPFW any weakness with supporting comments that may lead to an unsatisfactory performance appraisal. The Performance Feedback Worksheets will be destroyed after the appraisal cycle unless they are required to be maintained to support a personnel action or an ongoing case.

C. Feedback is always appropriate and encouraged. The rater should discuss observed performance, inspection results, quality assurance assessments and observations, and customer service feedback with employees immediately or at the next available opportunity. Any report, evaluation, or customer feedback concerning an employee's performance received by the rater will be shared with the employee. No employee shall be held responsible by the rater for matters that are jointly agreed to be beyond the employee's control. The employee may request their supervisor substantiate complaints regarding performance.

D. An annual performance appraisal will be prepared utilizing AF Form 860A. The AF Form 860 does not address the codes for the "Types of Rating". Supervisors should annotate in writing on the top of the AF Form 860 (A-Annual, O – Out of Cycle, X – Informational). Written guidance on the meaning of ratings 1-9 on Pat F of the AF Form 860A will be provided electronically to each bargaining unit employee and supervisor. The guidance will be used by raters and reviewers in determining these ratings.

E. All completed AF Form 860A's will be reviewed for accuracy by the organization Quality Control Reviewer (QCR) prior to submission to the Civilian Personnel Flight (CPF). Employees rated and reviewed by other than their owning organizations will have their AF Form 860A endorsed by the employee's owning organization prior to submission to the CPF.

F. The rater will discuss with each employee his or her completed approved performance appraisal. The appraisal will normally be maintained along with the AF Form 971. The employee will be given a copy of the performance appraisal in its final form during this discussion.

G. Each employee shall have access to all records that relate to their performance appraisal IAW 5 USC 552a.

SECTION 6. PERFORMANCE AWARDS

A. At the beginning of the appraisal cycle, the rater will create, with input from the employee(s), guidelines for recommending the employee(s) for an annual award at the end of the appraisal cycle. The guidelines will be prepared in writing and will be approved by the reviewer. Employee agreement with the guidelines is desired but not required. If a change in rater occurs during the appraisal cycle, the new rater will review the guidelines and may change them if deemed necessary.

B. At the end of the appraisal cycle, if the employee has met the guidelines, the employee will be recommended for an award. Any employee recommended for a performance award that does not receive an award will be provided an explanation by the award approving official or designee upon request.

C. Awards will be fair, equitable and consistent based on available funds, number of employees recommended and levels of performance within award approval authority.

SECTION 7. UNION OFFICIALS:

As required by law, Union representatives will be evaluated for performance appraisal purposes based on the amount of duty time, less official time; that they have applied to accomplishing the elements of their performance plan. Account will be taken of frequent interruptions of a union representative's duty time due to representational functions.

ARTICLE 18

UNACCEPTABLE PERFORMANCE

SECTION 1.

A. It is recognized that all employees are expected to perform assigned duties and responsibilities at an acceptable level. Where the employee is offered additional training, this assistance or training will be administered by the supervisor and will be offered to assist the employee in achieving an acceptable rating.

B. An action based on unacceptable performance, for the purpose of this article, is defined as the reassignment, change to lower grade, or removal of an employee whose performance fails to meet established performance standards in one or more critical elements of the employee's performance plan.

C. This article applies only to bargaining unit employees who have completed their probationary or trial period, except to the extent prohibited by law.

D. No bargaining unit employee will be the subject of a performance-based action unless that employee's performance fails to meet established performance standards in one or more critical elements of the employee's performance plan.

E. Any action based on unacceptable performance will be fair, equitable, and administered as timely as possible.

F. An employee must have received formal counseling prior to issuance of an unsatisfactory appraisal.

SECTION 2.

A. If, during a feedback review, or at any time during the appraisal year, a bargaining unit employee's performance falls below acceptable, the Employer shall provide, as necessary, ongoing assistance in the form of formal training, on-the-job training, counseling, close supervision, and/or other appropriate means. The ongoing assistance may be documented in the AF Form 971.

B. Performance Opportunity Plans will be written, provided, and explained to the employee.

C. A written notice of unacceptable performance will contain the following:

1. The critical elements and performance standards for which performance was unacceptable and how the performance was unacceptable.

2. Advice as to what the employee must do to bring performance up to an acceptable level.

3. A statement that the employee has a reasonable period of time (specified in calendar days) but not less than 60 days in which to bring performance up to an acceptable level. However, if the employee's performance improves to an acceptable level prior to the 60-day point, the supervisor completes a new rating.

4. A description of what the Employer will do to assist the employee to improve the unacceptable performance during the period of time the employee has to bring performance up to an acceptable level.

5. Notice that the employee may be reassigned, changed to lower grade, or removed if performance in the critical element(s) does not improve to an acceptable level by the conclusion of the period for improvement.

SECTION 3. In all cases of proposed action based on unacceptable performance, the employee will be given written notice of the unacceptable performance on which the proposed action is based 30 calendar days in advance of the action.

A. Written notice proposing to reassign, remove or change to lower grade an employee for unacceptable performance will include:

1. Critical elements (site specific examples) of unacceptable performance by the employee on which the proposed action is based.

2. A statement of the employee's right to be represented.

3. A statement of the employee's right to answer orally and/or in writing, and

4. A statement of the employee's right to review the material relied upon to support the reasons and specific examples in the notice.

B. The employee has 30 calendar days to respond orally and/or in writing to the letter of proposed action.

C. If the employee elects to make an oral reply, a copy of any official record of the oral reply will be provided to the employee or the Union upon the employee's request.

SECTION 4.

A. A management official who sustains the proposed reasons against an employee in an action based on unacceptable performance will set forth findings with respect to each reason and specification against the employee in the final decision letter. Such letter will also address factual disputes, if any, raised in the employee's reply by stating the reasons why each factual dispute was rejected.

B. An action to remove or change to lower grade an employee based on unacceptable performance must be supported by substantial evidence.

C. The final decision in the case of a proposed action to reassign, remove, or change to lower grade an employee based on unacceptable performance will be made within 30 calendar days after the notice period expires, but not before the day after the notice period expires.

D. The final decision shall be made by a management official who is in a higher position than the person who proposed the action.

E. If the employee's performance improves to an acceptable level during the allotted period and continues to be acceptable for one (1) year from the date, the Employer will remove any records of less than acceptable performance from the employee's record. This does not preclude the supervisor from removing records of less than acceptable performance before the one-year period expires if the employee's performance has improved to the acceptable level.

SECTION 5.

- A. An employee and/or the Union will, upon request, be furnished a copy of that portion of all documentation relied on by the Employer to support the action.
- B. Nothing in this section is to be construed as a waiver of the employee's or Union's right to request additional information under other authorities such as the Freedom of Information Act, Privacy Act, or Civil Service Reform Act.
- C. Any information relied upon to support a performance-related action will be shown to the affected employee.
- D. A feedback session will be held to review Performance Opportunity Plan objectives and the employee's performance on or about 30-day intervals (or more often if deemed appropriate) during the Performance Opportunity Period.
- E. If there has not been objectively measured improvement at the end of the Performance Opportunity Period, the rater will provide written documented evidence of the employee's unmet goals. The employee at that time may be given an additional 60 days to meet the goals and/or can request a reassignment. When an additional 60 days is granted, the employer will evaluate employee progress after 30 days. If objectively measured improvement is still not evident, the employee will be given a 30-day advance written notice of a proposed action.

ARTICLE 19

DISCIPLINARY ACTIONS

SECTION 1. General Information. A disciplinary action (taken by the employer to correct an employee's delinquency or misconduct) is defined as an oral admonishment, written reprimand, or a suspension of 14 calendar days or less. No bargaining unit employee will be the subject of disciplinary action except for just and sufficient cause, (determined by the Employer) as will promote the efficiency of the service. Discipline will be administered as timely as possible.

- A. This article applies to bargaining unit employees who have completed their probationary or trial period except to the extent prohibited by law.
- B. Where formal disciplinary action is not warranted to correct minor conduct problems, the Employer will generally use one of these appropriate informal options:
 - 1. **Positive Contact:** In this phase, employees and their supervisors have informal, spontaneous conversations. Together they review rules, regulations, policies, and standards of conduct to ensure employees understand expectations.

- 2. **Coaching Sessions:** A low-key, structured discussion held to review problems with the employee with the goal of getting the employee to agree to correct inappropriate conduct.

These discussions (1 or 2 above) will be annotated in the supervisor's record of employee.

- C. Where formal disciplinary action is warranted, the Employer will administer disciplinary action necessary to correct improper conduct.

D. Weingarten Rights. The Union shall be given the opportunity to be represented at any examination of an employee in the unit by a representative of the agency in connection with an investigation if:

1. The employee reasonably believes that the examination may result in disciplinary action against the employee; and

2. The employee requests representation.

3. If such an examination, which may result in disciplinary action against the employee, is to occur and the employee requests representation, the supervisor or other management official will honor the request.

E. Douglas Factors. In deciding what action may be appropriate, the Employer will give due consideration to the relevance of any mitigating and/or aggravating circumstances. The Douglas Factors (Douglas v. Veterans Administration), included herein for purposes of illustration, are neither meant to be exhaustive nor intended or to be applied mechanically, but rather to outline the tolerable limits of reasonableness.

1. The nature and seriousness of the offense, and its relation to the employee's duties, position, and responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain, or was frequently repeated.

2. The employee's job level and type of employment, including supervisor or fiduciary role, contacts with the public, and prominence of the position.

3. The employee's past disciplinary record.

4. The employee's past work record; including length of service, performance on the job, ability to get along with fellow workers, and dependability.

5. The effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon the Employer's confidence in the employee's ability to perform assigned duties.

6. Consistency of the penalty with those imposed upon other employees for the same or similar offenses.

7. Consistency of the penalty with any applicable agency table of penalties.

8. The notoriety of the offense or its impact upon the reputation of the agency.

9. The clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question.

10. Potential for the employee's rehabilitation.

11. Mitigating circumstances surrounding the offense such as job tensions, personality problems, mental impairment, harassment, or bad faith, malice or provocation on the part of others involved in the matter; and

12. The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

F. The employee or that employee's representative in a disciplinary action has the right to review and receive a copy, upon request, documents relied on by the employer to support the disciplinary action.

G. Extensions of time frames will be afforded any party. Amount of time frame will be upon mutual consent.

SECTION 2. Oral Admonishments. Oral Admonishments will be administered in accordance with the applicable AFI with the exception of the time limit. The reference to the oral admonishment in the Supervisor's Record on Employee (AF Form 971) will be deleted within 6 months of the effective date.

SECTION 3. Reprimands. Reprimands will be administered in accordance with the applicable AFI with the exception of the time limit. The reference to the reprimand will be deleted from the employee's official personnel records and the Supervisor's Record on Employee (AF Form 971) within one (1) year from the effective date.

SECTION 4. Suspensions. When the Employer proposes to suspend an employee for 14 calendar days or less, the following procedures will apply:

A. The Employer will provide the employee with written notice stating the specific reasons for the proposed suspension 14 calendar days in advance of the proposed suspension.

B. The employee has the right, but is not obliged, to make an oral and/or written reply within 7 calendar days after the employee's receipt of the letter of the proposed suspension. If the employee elects to have Union representation, the employee will have 10 additional calendar days, from the day the employee notifies the Union, to prepare a response. The Union/employee will notify the Employer of the date the employee elected Union representation as soon as practical in writing.

C. If the employee elects to make an oral reply, a copy of any official record of the oral reply will be provided to the employee upon request.

D. The employee will receive a written decision explaining which reasons and specifications are sustained and will address factual disputes, if any, raised in the employee's reply by stating the reasons why each factual dispute was rejected.

E. In cases where a suspension is proposed for reasons of off-duty misconduct, the Employer's written notification provided for in Section 4A, above, will also contain a statement of the nexus between the off-duty misconduct and the efficiency of the service. The notification will describe why and how there is a connection between the specific off-duty misconduct and the efficiency of the service.

F. All suspensions of five (5) days to 14 days will be stayed pending the outcome of the Step 3 Grievance procedure/Alternate Dispute Resolution (ADR), provided the Union files the grievance within three (3) work days after the employee's receipt of the letter of decision.

G. A grievance concerning a suspension of 14 calendar days or less shall be submitted directly to Step 3 within 20 calendar days of the effective date, i.e., first day of such suspension.

H. The employer must be able to prove the specific charges or reasons which form the basis for the action by a preponderance of the evidence.

ARTICLE 20

ADVERSE ACTIONS

SECTION 1. General Information. An adverse action, for purposes of this article, is defined as a removal; a suspension for more than 14 calendar days; a reduction in grade; a reduction in pay; and a furlough of 30 calendar days or less of a full-time employee. This article does not apply to a reduction in grade or a removal based on unacceptable performance as defined in 5 U.S.C. 4303 (see Article 18). No bargaining unit employee will be the subject of adverse action except for just and sufficient cause (determined by the employer) as will promote the efficiency of the service. When an adverse action is warranted, the Employer will take action necessary to address the issue.

A. If requested by the employee, the supervisor will grant the employee a reasonable amount of official time to prepare and present the employee's response(s) to a proposed adverse action.

B. This article only applies to bargaining unit employees who have completed their probationary period or trial period, except to the extent prohibited by law.

C. The Union shall be given the opportunity to be represented at any examination of an employee in the unit by a representative of the agency in connection with an investigation if:

1. The employee reasonably believes that the examination may result in disciplinary action against the employee; and

2. The employee request representation.

3. If such an examination, which may result in disciplinary action against the employee, is to occur and the employee requests representation, the supervisor or other management official will honor the request.

D. The employee or that employee's representative in a disciplinary action has the right to review and receive a copy, upon request, documents relied on by the employer to support the disciplinary action.

E. In deciding what action may be appropriate, the Employer will give due consideration to the relevance of any mitigating and/or aggravating circumstances. The Douglas Factors (Douglas v. Veterans Administration), included herein for purposes of illustration, are neither meant to be exhaustive nor intended to be applied mechanically, but rather to outline the tolerable limits of reasonableness (see Article 19, Section 1E).

SECTION 2.

A. Unless there is reason to believe that the employee has committed a crime for which a sentence of imprisonment may be imposed, the employee will be given a notice stating the specific reasons for the proposed action 30 calendar days in advance of the action.

B. The employee has the right, but is not obliged, to make an oral and/or written reply within 30 calendar days after the employee's receipt of the letter of a proposed action.

C. If the employee elects to make an oral reply, a copy of any official record of the oral reply will be provided to the employee upon request.

D. The employee will receive a written decision explaining which reasons and specifications are sustained and will address factual disputes, if any, raised in the employee's reply by stating the reasons why each factual dispute was rejected.

E. In cases where an Adverse Action is proposed for reasons of off-duty misconduct, the Employer's written notification provided for in Section 2A above, will also contain a statement of the nexus between the off-duty misconduct and the efficiency of the service. The notification will describe why and how there is a connection between the specific off-duty misconduct and the efficiency of the service.

F. The Employer must be able to prove the specific charges or reasons which form the basis for the action by a preponderance of the evidence.

G. Extensions of time frames may be afforded to any party upon mutual consent.

H. If the Employer's final decision is to effect an adverse action as described in this article, the employee may appeal the decision to the Merit Systems Promotion Board (MSPB) in accordance with applicable law, or file a grievance under the negotiated grievance procedure, but not both.

ARTICLE 21

NEGOTIATED GRIEVANCE PROCEDURE

SECTION 1. The purpose of this Article is to provide an orderly procedure for prompt and equitable settlement of grievances of the parties and unit employees.

SECTION 2. A grievance means any complaint;

A. By a unit employee(s) concerning any matter relating to the conditions of employment of the unit employee(s);

B. By the Union concerning any matter relating to the conditions of employment of unit employee(s);

C. By a unit employee(s), the Union, or the Employer concerning:

1. The effect or interpretation or a claim of breach of this Contract;

2. Any claimed violation, misinterpretation, or misapplication of any law, rules, instruction, or regulation affecting conditions of employment.

SECTION 3.

A. The Negotiated Grievance Procedure will not cover/pertain to grievances or appeals concerning:

1. Any claimed violation of Sub Chapter 3 of Chapter 73 of Title 5 USC relating to prohibited political activities.

2. Retirement, life insurance, or health insurance,

3. A suspension or removal under 5 USC 7532,

4. Any examination, certification, or appointment,

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

SECTION 4. An aggrieved employee affected by an alleged prohibited personnel practice, as defined in 5 USC 2302; a removal or reduction in grade based on unacceptable performance, 5 USC 4303; or an adverse action under 5 USC 7512, may raise the matter under a statutory appellate procedure or the negotiated grievance procedure but, not both. For the purpose of this section and pursuant to 5 USC 7121, an employee shall be deemed to have exercised this option when the employee files a timely notice of appeal under the appellate procedure or files a timely grievance in writing under the negotiated grievance procedure.

SECTION 5. If, at the end of any step of the grievance procedure, either party declares a matter to be non-grievable or non-arbitral, the parties will promptly meet to resolve the issue. In the event the issue can not be resolved, the matter will be referred to arbitration (in accordance with Article 22, Arbitration article).

SECTION 6.

A. In an effort to facilitate effective communication, the grievant and/or their representative will communicate known concerns related to the grievance to the other party. This will provide the parties the opportunity to attempt to resolve each and every concern at the lowest practical level.

B. An employee using this procedure will be represented either by the Union or will present the grievance without benefit of representation. The following conditions apply to those grievances submitted by an employee who elects not to have Union representation.

1. The employee must represent himself/herself through the entire process;
2. Any decision rendered in connection with the grievances shall not be inconsistent with the terms of this agreement; and,
3. The Union shall be advised of the grievance and provided a copy at that time.

C. A grievance under this article will be taken up with the Employer by either the employee(s) or the Union within 20 calendar days after the occurrence or when the grievant reasonably knew of the matter out of which the grievance arose. Grievances not taken up within the time frames specified will not be presented nor considered at a later date.

D. A request for an extension, in writing, which is submitted within the time frames specified by the step in the grievance process, will be granted. The extension granted will be equal to the time frame specified by the step in the grievance process. The employee(s)/Union and Employer must mutually agree upon additional or other extensions.

E. If the response due date falls on a weekend or holiday, then the response will be rendered on the next duty day.

F. When requested by the Union, the Employer will give a copy of any information relating to the grievance.

G. Reasonable time during working hours will be allowed for employees and Union representatives to prepare and present Grievances. A grievant and or representative involved in a meeting during the grievance process, to include appearance before a third party, will be in a duty status for the meeting. In the case of a group grievance, one group spokesperson will be granted duty time to represent the group. If the Union/employee(s)

require a witness or witnesses to attend the meeting with the employer, except for arbitration cases, may approve the witness or witnesses.

SECTION 7. Employee(s) with or without Union Representation.

The following grievance procedure applies to employees, groups of employees, with or without Union representation. When a group of employees submit a group grievance, it is submitted to the first step that has authority over all grievants and the procedures for that step are followed. If the affected employees are in different groups, the grievance may be presented in writing to the Mission Support Group Commander.

1. STEP 1. An employee(s)/Union shall submit a grievance in writing to the first-level supervisor. The written grievance shall contain the details of the complaint, the provision of the agreement involved, as applicable, and a clear remedy sought by the employee(s)/Union. When the employee(s)/Union request a meeting with the Employer, a meeting will be conducted prior to providing a response unless both parties mutually agree that a meeting is not necessary. The Employer will conduct an investigation or inquire to ascertain the facts and will prepare a written response to the grievant explaining the issues and the decision within ten (10) calendar days after the presentation of the grievance to the decision authority. It is expected that most employee grievances will be resolved at this level. If resolution is not within the authority of the first level supervisor he/she provides a written response to the employee(s)/Union within three (3) calendar days stating that the grievance was referred to the official having such authority. The first-level supervisor then forwards the grievance directly to the appropriate decision authority and the procedures for that step are followed.

2. STEP 2. If a satisfactory settlement has not been reached at Step 1 and the employee(s)/Union elects to pursue the grievance, the employee(s)/Union will submit Step 2 grievances in writing to the Squadron Commander or the designated management official within seven (7) calendar days of receipt of the Step 1 decision. The written grievance shall contain the details of the complaint, the provision of the agreement involved, as applicable, and a clear remedy sought by the employee(s)/Union. It must give the name of the supervisor who rendered the decision. The Step 2 grievance letter must state the basis for the appeal and provide any additional information not contained in the case record. Upon mutual agreement, the Squadron Commander or designated management official will meet with the employee(s)/Union. An attempt will be made to resolve the grievance at this meeting. The Squadron Commander or designated management official will provide a written response to the grievant and/or the Union explaining the issues and the decision within seven (7) calendar days from the receipt of the grievance. If the grievant is not represented by the union, the Employer will provide a copy of the response to the union.

3. STEP 3. If a satisfactory settlement has not been reached at Step 2 and the employee(s)/Union elects to pursue the grievance, the employee(s)/Union will submit a Step 3 grievance in writing to the Group Commander within seven (7) calendar days of receipt of the Step 2 decision. The written grievance shall contain the details of the complaint, the provision of the agreement involved, as applicable, and a clear remedy sought by the employee(s)/Union. It must give the name of the management official who rendered the decision. The Step 3 grievance letter must state the basis for the appeal and provide any additional information not contained in the case record. Upon mutual agreement the Group Commander or equivalent management official will meet with the employee(s)/Union/union representative if applicable. An attempt will be made to resolve the grievance at this meeting. Within 10 calendar days from the receipt of the grievance, the Group Commander or equivalent management official will provide a written response to the grievant and/or the union explaining the issues and the decision. If the grievant is not represented by the union, the Employer will provide a copy of the response to the union if requested.

4. ARBITRATION. If a satisfactory settlement has not been reached at Step 3, the Union shall give appropriate, timely notification to the Employer that the grievance be submitted to arbitration (reference Article 22, Arbitration article).

SECTION 8. Union Grievances: When the union is the grievant, the union may submit the grievance to the Employer at the appropriate level (or designee) that has authority to resolve the grievance.

SECTION 9. The Union and/or Employee(s) may select Alternate Dispute Resolution (ADR) to resolve a grievance after completion of Step 1 but prior to submission of Step 2 of the grievance process (see ADR article).

Parties agree this article will supersede any MOUs presently in force on the grievance process.

ARTICLE 22

ARBITRATION

SECTION 1. Under the provisions set forth in this agreement, arbitration may be extended to those matters acceptable as grievances under the provisions of Article 22 of this agreement, and any other matter between the Union and the Employer that is subject to arbitration.

SECTION 2. Arbitration may only be invoked by the Union or the Employer. Approval by the employee(s) affected by, or involved in, the grievance is not required before arbitration is invoked.

SECTION 3. An arbitrator shall not change, modify, alter, delete or add to the provisions of this agreement; such right is the prerogative of the contracting parties only.

SECTION 4. A Union request for arbitration must be submitted in writing to the Chief, Labor and Employee Management Relations (DPCE) within 20 calendar days after receipt of the decision subject to referral to arbitration. The request for arbitration must be signed by the Union President or designee. An Employer request for arbitration must be submitted in writing to the Union within 20 calendar days after receipt of the decision subject to referral to arbitration.

SECTION 5. On arbitral matters, within 10 calendar days from the date either party receives an arbitration request, representatives of the Union and Employer shall meet to discuss the need for arbitration. If arbitration is determined necessary by either party, the Union and the Employer shall endeavor to agree on selection of an arbitrator and on a joint submission of the issue subject to arbitration. If agreement on an arbitrator cannot be reached, the parties shall jointly submit a request that the Federal Mediation and Conciliation Service (FMCS) provide a list of seven (7) arbitrators from the metro area. The request will be accompanied by a joint submission of the issues to be resolved. If the Parties fail to agree on a joint stipulation of the issue for arbitration, then each shall submit a separate stipulation for inclusion in the request to FMCS. The party invoking arbitration shall pay and maintain the list of arbitrators. A current list of arbitrators which is valid IAW with FMCS guidance can be used in the future upon mutual agreement.

SECTION 6. The parties shall meet within five (5) calendar days of the receipt of an appropriate list. The Employer and Union will alternatively strike one arbitrator's name from the list and shall then repeat this procedure. The remaining name shall be the dually selected arbitrator. The party to strike first will be decided by the flip of a coin. If for any reason, either the Union or the Employer refuses to participate in the selection of an arbitrator, the other party may unilaterally select one of the listed arbitrators to hear the issue(s).

SECTION 7. The arbitrator's fee and all expenses will be divided equally between the parties.

SECTION 8. In cases where the parties are able to agree on the issue(s), the arbitrator's authority is limited to deciding only the issue(s) and remedies considered in the formal grievance. In cases where the parties are

unable to agree on the issue(s), the arbitrator will help the parties frame the issue(s) to be heard and remedy(s) sought.

SECTION 9. The arbitration hearing shall normally be held Monday through Friday during the day shift. The employee (grievant) will be in a paid duty status while participating in the arbitration hearing. The employee's representative and employee witnesses who are otherwise in a duty status shall be excused from duty without charge to annual leave or loss of pay while participating in the arbitration hearing. The employee's representative and employee witnesses in the hearing who are scheduled for a shift other than the day shift may request to be permitted to change shifts so that he or she may participate in the hearing without charge to leave or loss of pay mission requirements permitting. No overtime will be paid. No later than 10 calendar days prior to any scheduled arbitration hearing, the parties shall meet in an attempt to agree on stipulations of fact and joint submission of pertinent case file and to exchange exhibits.

SECTION 10. The arbitrator will render his/her award within 30 calendar days after the conclusion of the hearing and receipt of any additional information requested such as post hearing briefs. This decision will be in writing and will include a statement of the basis for the decision and shall be supplied concurrently to the Employer and the Union.

SECTION 11. The award of the arbitrator is binding on both parties. Either party may file an exception to the arbitrator's award with the Federal Labor Relations Authority (FLRA) pursuant to Title V and any applicable FLRA regulations.

SECTION 12. The time limits specified in this article may be extended by mutual agreement between the Union and the Employer.

SECTION 13. Matters which may otherwise be grievable or arbitrable may not be processed under this article if the matter is pending before a Court or the employee is under arrest, indictment or investigation. The arbitration process will be held in abeyance until all pending court actions are complete.

ARTICLE 23

ALTERNATE DISPUTE RESOLUTION (ADR)

SECTION 1. Alternate Dispute Resolution (ADR) encompasses a broad range of joint problem solving process whose basic purpose is to settle disagreements. ADR is generally those processes that are an alternative to litigation or, more broadly, to methods other than the traditionally adversarial means of dispute resolution. ADR is not, however, a substitute for litigation or other standard procedures. It is a supplement of those processes. There are certain types of issues which are simply not appropriate for ADR. Where there is a need to establish a precedent, maintain a policy position, or the desire to litigate an issue, traditional means of conflict resolution remain available.

SECTION 2. ADR emphasizes cooperation and identifying underlying interests as a means of dealing with conflict and afford the parties an opportunity to discover common ground and a solution which is satisfactory to all parties. Some examples of ADR which may or may not be combined are: mediation, facilitation, conciliation, fact-finding, early neutral evaluation, ombudsman, non-binding arbitration, and binding arbitration.

SECTION 3. ADR may be the proper approach where a negotiated solution is potentially an acceptable outcome. ADR may be appropriate under the following situations:

- A. The dispute involves factual or other issues that do not set a precedent.
- B. Traditional processes appear unlikely to successfully resolve the issues.

C. The parties want to settle the dispute quickly.

D. The parties want to maintain, establish, or restore a good working relationship.

E. The importance of the issue is minor compared to the potential cost and disruption that would occur if traditional dispute resolution methods were employed.

F. An ADR of neutral or a panel of subject matter experts are more likely to understand the complexities of the case than would a judge or hearing officer.

SECTION 4. If the employee(s) elects ADR for disputes involving adverse actions, suspensions, and base wide policies, grievance mediation will be used (see section 6). If the employee(s) elects ADR for disputes not involving these matters, the DDRP will be used (see section 5). For any other disputes, election of ADR must be mutually agreed upon by the union and management. The parties will meet to determine the best ADR method to be used and work through the process.

SECTION 5. Dover Dispute Resolution Panel

The Dover Dispute Resolution Panel (DDRP) is one form of Alternate Dispute Resolution that provides a problem solving process to prevent future and resolve current workplace disputes. The goal is to resolve conflict and establish an atmosphere where positive change is possible/made. DDRP may be used to settle employee filed grievances.

Ground Rules

Before entering this process, the employee must attempt to resolve the conflict with a representative of the employer at the lowest practical level.

The DDRP will be available for any grievance except those involving base wide policies, adverse actions, and discipline (other than oral admonishments and letters of reprimand).

The selection of DDRP must be made before submission of the grievance to the group commander (after first two steps of negotiated grievance procedure). DDRP is the only ADR method available at this point of the negotiated grievance procedure). The Union will brief the employee on the DDRP process.

If the employee does not have union representation, the employee must contact the union at 674-1458 to receive a DDRP briefing.

If DDRP is selected, the employee signs a Memorandum of Agreement (MOA) accepting the terms of DDRP. The respondent acknowledges DDRP has been selected by signing the MOA.

Any information or statements given to the DDRP will be kept in strict confidence by all involved in this process.

No official representation for the employee (grievant), the respondent, the union, or the employer will be present during the DDRP process.

DDRP is a final and binding process.

If the employee stops the DDRP process prior to completion, the last grievance decision rendered will prevail and no further action will be taken.

It is agreed that panel decisions derived through the DDRP process are situational dependent. They will not be considered as precedents or past practice. The panel decisions may not be produced as evidence at subsequent litigation.

DDRP Panel Composition

A maximum of twelve (12) bargaining unit and twelve (12) management personnel will make up the DDRP.

Members are selected by their respective leadership and will serve for a minimum of 2 years.

DDRP members will be granted duty time to participate in training, meetings and the ADR process, as mission allows. The decision to deny duty time will not be made arbitrarily or capriciously.

DDRP Advisors

Management and union may select up to three advisors for the DDRP.

Information requested from advisors will be kept in strict confidence.

Procedures

Step One: Prior to the end of the timeframe established for submitting a grievance to the Group Commander, the union briefs the employee about the DDRP option and if the employee selects DDRP, the employee signs the Memorandum of Agreement (MOA) with their Union Representative and the Union Representative provides a copy of the MOA to 436 MSS/DPCE. DPCE will brief management about DDRP and will ensure management signs the MOA. If the employee is not represented by the union, the Employer will provide the employee information regarding obtaining a DDRP briefing the same day the employee receives the written response following the first two steps of the negotiated grievance procedure.

Step Two: Within seven (7) calendar days of the employee signing the MOA, DPCE and the Union will make panel selections. Union and management will each select two panel members from the list of DDRP panel members. Selected panel members cannot be people directly involved in or having in-depth or direct knowledge of the grievance.

Step Three: Within seven calendar days of panel selection, the panel will schedule and hold an initial panel meeting. During the meeting, the panel will select a panel facilitator from the list of DDRP panel members. The facilitator will not be a decision-making member of the panel. The facilitator will officiate the panel and handle all operational details. A grievance file is compiled, and sealed by the Union and DPCE (if the union is representing the employee) or by the employee and DPCE (if the employee is representing themselves). The grievance file will contain information from the employee and the management official concerning the grievance. The facilitator will pick up the grievance file from DPCE (file is not to be unsealed until the panel meets).

Step Four: The panel will invite the employee (grievant) and respondent to meet with the panel. The panel may invite and hear witnesses if deemed necessary. Panel may request/obtain information directly related to the grievance.

Step Five: The panel will make a binding remedy/decision. Once the decision is made, the four panel members will sign the written remedy/decision.

Step Six: The Union and DPCE must review the DDRP panel's decision to prevent violation of law, rule, regulation or the labor-management contract. If there is a disagreement on interpretation of law, rule, regulation or the labor-management contract, the President of AFGC Local 1709/designee and Chief, Civilian Personnel Flight/designee will come to a binding remedy/decision. If they cannot come to agreement, they will decide the method to be used to resolve the issue (mediation/arbitration, etc.). The review process will be accomplished in an expeditious manner.

Step Seven: If the review consensus is that the decision violates law, rule, regulation or the labor-management contract, the facilitator is notified and the panel must revise its decision.

Step Eight: When the review process is completed, the employee will receive the original copy of the decision. The management official, DPCE, and the Union will also receive a copy of the decision. If any action is required by the decision, it will normally be carried out in an expeditious manner.

Step Nine: The facilitator will shred all cases files/notes.

Step Ten: Lessons learned. A meeting will be held to critique the DDRP process following its use.

Training:

Initial DDRP panel members and advisors will receive joint ADR training. Refresher training will be conducted as required.

Attachments: Memoranda of Agreement (2)

MEMORANDUM OF AGREEMENT

(For DDRP Selection)

I understand, by entering the DDRP process, that:

I am entering this process voluntarily and of my own free will.

Any information or statements given to the DDRP will be kept in strict confidence by all involved in the DDRP process.

No official representation will be present during the DDRP process.

If I stop the DDRP process prior to completion, the last grievance decision rendered will prevail and no further action will be taken.

The Union and DPCE must review the panel's decision to prevent violation of law, rule, regulation or the negotiated agreement. If there is a disagreement on interpretation of law, rule, regulation or the negotiated agreement, the President of AFGE Local 1709/designee and Chief, Civilian Personnel Flight/designee will come to a consensus on the point of disagreement. The review process will be accomplished in an expeditious manner.

The decision of the DDRP is binding. There is no recourse.

Employee Signature

Respondent Signature

Employee's Printed Name

Respondent's Printed Name

Date

Date

MEMORANDUM OF AGREEMENT

(For DDRP Panel Members)

I understand, by agreeing to become a DDRP panel member, that:

I am entering this process voluntarily and of my own free will.

I will keep any information or statements received from the DDRP process in strict confidence.

I will serve on the DDRP for a minimum of two (2) years.

I will receive ADR training.

I may serve on a DDRP panel or as a facilitator to a DDRP panel.

I have not been directly involved in or have in-depth or direct knowledge of grievances presented when I am a member of or facilitator to the panel.

I will encourage the employee and management official to attempt to mediate the dispute first. If mediation is unsuccessful, I will participate with the panel in making a binding decision regarding the grievance.

I support ADR and the DDRP as a means of providing a problem solving process to prevent future and resolve current workplace disputes. My goal as a panel member is to resolve conflict and establish an atmosphere where positive change is possible/made.

Signature

Printed Name

Date

SECTION 6. Grievance Mediation Process

The Grievance Mediation process is one form of Alternate Dispute Resolution that provides a problem solving process to prevent future and resolve current workplace disputes. The goal is to resolve conflict, and establish an atmosphere where positive change is possible/made. Grievance Mediation may be used to settle employee filed grievances.

Ground Rules

Before entering this process, the employee must attempt to resolve the conflict with a representative of the employer at the lowest practical level.

Grievance mediation will be available for disputes involving adverse actions, suspensions, and base wide policies.

The selection of Grievance Mediation for adverse actions must be selected prior to invoking arbitration. The selection of Grievance Mediation for 5-14 day suspensions must be made within five (5) calendar days after the employee's receipt of the letter of decision (before submission of a grievance to the group commander). The selection of Grievance Mediation for 1-4 day suspensions and base wide policies must be made before submission of the grievance to the group commander (after first two steps of negotiated grievance procedure). Grievance Mediation is the only ADR method available at this point in the negotiated grievance procedure. The Union will brief the employee on the Grievance Mediation process.

If the employee does not have union representation, the employee must contact the union at 674-1458 to receive a Grievance Mediation briefing.

If Grievance Mediation is selected, the employee signs a Memorandum of Agreement (MOA), (accepting the terms of Grievance Mediation). The respondent acknowledges Grievance Mediation has been selected by signing the MOA.

Any information or statements given to the mediator will be kept in strict confidence by all involved in this process.

The employee (grievant) and the respondent may have official representation present during the Grievance Mediation process.

Grievance Mediation is not a final and binding process. The employee (grievant) and respondent may mutually agree to accept the mediator's recommendation, resolving the complaint. If there is not mutual agreement, the employee (grievant) may choose to return to the negotiated grievance procedure.

It is agreed that mediation agreements derived through the Grievance Mediation process are situational dependent. They will not be considered as precedents or past practice. Mediation agreements may not be produced as evidence at subsequent litigation.

Procedures

Step One: Prior to the end of the timeframes established for Grievance Mediation in the Ground Rules above, the union briefs the employee about the Grievance Mediation option and if the employee selects Grievance Mediation, the employee signs the Memorandum of Agreement (MOA) with their Union Representative and the Union Representative provides a copy of the MOA to 436 MSS/DPCE. DPCE will brief management about Grievance Mediation and will ensure management signs the MOA. If the employee is not represented by the

union, the Employer will provide the employee information regarding obtaining a Grievance Mediation briefing the same day the employee receives the written response following the first two steps of the negotiated grievance procedure (for 1-4 day suspensions and base wide policies) or the same day the employee receives the written decision (for adverse actions and 5-14 day suspensions).

Step Two: Within seven calendar days of the employee signing the MOA, the union will contact the Federal Mediation and Conciliation Service (FMCS) regarding availability dates for mediation. If the union does not represent the employee, the Employer will contact FMCS regarding availability dates for mediation. A mediation date will be schedule in an expeditious manner.

Step Three: The employee (grievant), respondent, DPCE, and the Union will be notified of the date, time, and place of the mediation.

Step Four: Mediation is not a final and binding process. The employee (grievant) and respondent may mutually agree to accept the mediator's recommendation, resolving the complaining. If there is not mutual agreement, the employee (grievant) may choose to return to the negotiated grievance procedure; (1) For adverse actions, the decision to invoke arbitration must be made within 20 calendar days after the mediation; (2) For 5-14 day suspensions, the decision to go to the negotiated grievance procedure must be made within five (5) calendar days after the mediation; or (3) for 1-4 day suspensions and base wide policies, the decision to submit the grievance to the group commander must be made within seven (7) calendar days after the mediation.

Step Five: If the employee (grievant) and respondent mutually agree to accept the mediator's recommendation or otherwise reach agreement, the agreement will be reviewed by the Union and DPCE to prevent violation of law, rule, regulation or the labor-management contract. If there is a disagreement on interpretation of law, rule, regulation or the labor-management contract, the President of AFGC Local 1709/designee and Chief, Civilian Personnel Flight/designee will come to a consensus on the point of disagreement. The review process will be accomplished in an expeditious manner.

Step Six: If the review consensus is that the agreement violates law, rule, regulation or the labor-management contract, those involved in the mediation may reconvene to attempt a revised agreement.

Step Seven: Once the agreement has received favorable review, the agreement will be signed by the employee (grievant) and the respondent. The employee will receive the original copy of the agreement. The respondent, DPCE, and the Union will receive a copy of the agreement.

Step Eight: The mediator will destroy all of his/her notes following mediation.

MEMORANDUM OF AGREEMENT

(For Grievance Mediation)

I understand, by entering in the Grievance Mediation process, that:

I am entering this process voluntarily and of my own free will.

Any information or statement given to the Mediator will be kept in strict confidence by all involved in the mediation process.

I may have official representation present during the Grievance Mediation process.

If I stop the Grievance Mediation process prior to completion, I may go/return to the negotiated grievance procedure.

At the end of the mediation, the respondent and I may reach agreement or mutually agree to accept the mediator's recommendation, resolving the complaint. If there is not mutual agreement, I may choose to go/return to the negotiated grievance procedure.

Employee Signature	Respondent Signature
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Employee's Printed Name	Respondent's Printed Name
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Date	Date
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ARTICLE 24

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

SECTION 1. The Employer and Union agree to cooperate in providing equal opportunity in employment for all persons, to prohibit discrimination and to promote the full realization of equal employment opportunity through a continuing affirmative employment program in accordance with applicable laws, rules, and government-wide regulations.

SECTION 2. In accordance with the EEO policy of the Department of the Air Force, the Employer and the Union agree to cooperate and promote the full realization of equal employment opportunity through a positive and continuing effort as outlined in the Department of the Air Force, Dover Air Force Base, and affirmative employment programs.

SECTION 3. The Union and the Employer agree to work together in the exploration and implementation of ideas and programs by which equal employment opportunity will be achieved. The names and telephone numbers of EEO counselors will be posted on official bulletin boards in work sites and kept current.

SECTION 4. The Employer agrees to submit to the Union, copies of statistical employment information by minority group designation and sex whenever such reports are otherwise prepared and submitted to higher authority, as well as a copy of any Dover AFB affirmative action plans.

SECTION 5. In presenting and/or pursuing a complaint of discrimination, the complainant, as well as his/her representative (if a bargaining unit employee) shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.

SECTION 6. In presenting and/or pursuing a complaint of discrimination, a complainant shall have the right to be accompanied, represented and advised by a representative of his/her choice.

SECTION 7. A bargaining unit employee who feels he/she has been discriminated against must contact an EEO counselor.

SECTION 8. The Employer agrees to make reasonable accommodation to the known physical and mental limitations of the qualified handicapped employee unless the employer can demonstrate that accommodation would impose an undue hardship on the operation of its functions. Reasonable accommodation includes such actions as:

- A.. Making facilities accessible to and usable by persons with disabilities,
- B. Job restructuring,
- C. Part-time or modified work schedules,
- D. Acquisition or modification of equipment or devices,
- E. Provision of readers for blind persons and sign language interpreters for deaf persons.

ARTICLE 25

DAILY WORK SCHEDULES

SECTION 1. TOURS OF DUTY:

A. Civilian duty time begins when the employee reports for work (scheduled) and stops at the end of the scheduled duty day. Employees will report adequately rested to perform assigned duties. Normally, the opportunity for eight (8) hours rest in a 24-hour period is sufficient.

B. Work shifts may range from a minimum of four (4) hours in duration for part-time employees, and six hours in duration for full-time employees, up to and including a maximum of 10 hours per work shift.

C. Saturdays and Sundays are recognized as the most commonly desired days off and serious consideration shall be given to scheduling employees off on these days.

D. All full-time employees will be scheduled to work 80 hours per bi-weekly pay period.

E. The Employer will endeavor to maintain the stability of employee tours of duty.

SECTION 2. CHANGES TO TOURS OF DUTY:

A. When management decides to change an employee's tour of duty (either days of work or hours of work), the following procedure will be followed: a written notice of the change will be provided to the Union and the affected employee as soon as possible, normally two weeks in advance; management will consider relevant information presented if the change causes a significant hardship for the employee; and these changes will not be arbitrary or capricious but will be made to accommodate mission requirements. The Union does not have to be notified of temporary changes to tours of duty, for example:

1. Recurring or repetitive changes, for example, annual recertification, training or scheduled workdays directly before monthly unit training assemblies weekends.

2. When the Employer grants an employee request for a temporary change.

3. For civic obligations: for example, jury duty/court leave.

The Employer will agree to bargain the appropriate arrangements to employee's tour of duty in accordance with the law.

B. Employees may submit a written request at any time for a change to days of work, hours of work, or shift assignment. The request will be placed in the Supervisor's Record on Employee (AF Form 971). When a vacancy occurs, the Employer will first consider employees who have submitted written requests. The employee must have the same title, series, grade level and skill qualifications. The primary consideration for approval, if more than one employee has requested a change, shall be seniority.

C. When management changes the number of employees on a required shift, management shall first consider fully-qualified volunteer employees. If management elects to assign bargaining unit employees to these positions, assignments will be made from fully qualified personnel (except in instances where RIF placements may necessitate waive of qualifications at the same time) using reverse seniority.

D. When changing a tour of duty, employees will normally have two (2) consecutive days off prior to beginning a different shift. Employees on a compressed AWS should normally have 3 consecutive days off prior to beginning a different shift when changing a tour of duty.

SECTION 3. LUNCH PERIODS:

A. It is recognized that all unit employees are entitled to adequate lunch/break areas that are reasonably free from noise and interruption in close proximity to their work area.

B. Lunch periods will be scheduled for all employees who work more than four (4) hours in one work shift, unless special circumstances which require an exception to this policy are necessary, and prior approval to deviate has been attained from the immediate supervisor. When an individual is scheduled for a four (4) hour work shift, no lunch period will be scheduled.

C. Lunch periods may range from one-half hour to one hour in duration.

1. One (1) hour lunch periods will normally be scheduled so the employees can eat their lunch between the completion of the fourth (4th) and the beginning of the sixth (6th) hour of the work day.

2. One-half (1/2) hour lunch periods will normally be scheduled so that employees can eat their lunch between completion of the fourth (4th) and the beginning of the fifth and one-half (5½) hour of the work day.

D. When time off duty for a non-paid lunch period is not feasible because of emergency situations/ conditions that require immediate attention, a paid on-the-job lunch period of up to 20 minutes will be authorized by the immediate supervisor.

E. Unit employees will remove their own lunch residue.

F. Employees are normally in a non-pay status during lunch periods. If the Employer interrupts the non-paid lunch period, due to emergency situations or conditions that require immediate attention, and requires an employee to perform work-related duties, the Employer will be obligated to compensate the employee for the work performed during the non-paid lunch period IAW applicable law, rule, and regulation. If time permits, the Employer will use reverse seniority of the available employees when assigning this work.

SECTION 4. REST PERIODS: Employees will be granted rest periods of 15 minutes during each half of the work shift. Normally, rest periods will be uninterrupted unless workload requirements necessitate the employee's services. These rest periods will not be taken in conjunction with lunch periods or at the beginning or end of the work shift.

SECTION 5. DAYLIGHT SAVINGS TIME: An employee working on a shift when daylight savings time goes into effect is credited with the actual number of hours worked on that shift where work is available. Employees will be afforded the opportunity to work the scheduled consecutive hours on their shift with appropriate lunch breaks. If the employee elects not to take advantage of the opportunity to work the scheduled consecutive hours on his/her shift, or work is not available, the time lost as a result of the change to daylight savings time is charted to an appropriate leave category. An employee working a shift when the return to standard time is made, is credited with the actual number of hours worked on that shift. Any time worked in excess of scheduled hours will be compensated under the appropriate overtime laws.

SECTION 6. ALTERNATIVE WORKPLACE ARRANGEMENT (Flexiplace):

A. Flexiplace is a voluntary arrangement made between the employee and supervisor that allows the employee to perform the assigned duties at home or at other approved sites.

B. The employer and the Union support and encourage the implementation of flexible workplace arrangements (flexiplace) to create a Family-Friendly workplace in accordance with applicable laws, rules, and regulations.

C. Flexiplace may be utilized as arranged between the employee and the supervisor.

SECTION 7. STANDBY/ON-CALL: Time spent on standby duty shall be considered hours of work. Time spent on-call shall not be considered hours of work.

SECTION 8. Alternative Work Schedules. See Appendix A.

APPENDIX A

MEMORANDUM OF UNDERSTANDING BETWEEN DOVER AIR FORCE BASE AND AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES LOCAL 1709

ALTERNATIVE WORK SCHEDULES

A. GENERAL PROVISIONS:

1. Purpose: The purpose of this MOU is to prescribe the policies and procedures for the administration of Alternative Work Schedules (AWS) at Dover AFB.

2. Scope: This appendix applies to all appropriated fund bargaining unit employees represented by AFGE Local 1709.

3. Introduction: Alternative Work Schedule (AWS) programs have the potential to increase the ability of managers and supervisors to meet their program goals of accomplishing the mission while, at the same time, allowing employees to be more flexible in scheduling their personal activities. Alternative work schedules must not reduce productivity, diminish the level of service provided, or increase costs of operations at Dover AFB (other than an administrative cost to process the establishment of an AWS program). Congress states that the use of alternative work schedules has the potential to improve productivity in the Federal Government and provides greater service to the public. The parties believe this is true for Dover AFB and our customers. This appendix establishes a versatile and innovative work-scheduling program at Dover AFB.

4. Responsibilities:

a. Participants in the AWS Program.

1) Appropriated fund, bargaining unit employees may request, and be considered for, participation in the AWS program within the parameters of this MOU.

2) Employees who desire to work an alternate work schedule must submit the required form to their immediate supervisor, and must receive their supervisor's approval before working under an AWS (see B).

3) Employees are responsible for managing their schedules so that the actual time they work in each biweekly pay period equals the number of hours of their Basic Work Requirement (see definition for Basic Work Requirement). Employees must submit AWS forms for the next quarterly interval not later than the beginning of the third month in the current quarter.

4) Employees who abuse AWS may be sanctioned such as, but not limited to, imposition of stricter time accounting methods, disqualification from continued participation in the AWS program, and/or appropriate disciplinary measures.

5) Employees whose most recent performance rating of record is not "Acceptable" may be ineligible to participate, or continue participating, in the AWS program or may be changed to a different AWS. If the employee receives a subsequent "Acceptable" performance rating and their work schedule was impacted during the period with the unacceptable rating, the supervisor may return the employee to the originally approved work schedule if circumstances permit. If the employee desires a new or different work schedule, the procedures outlined in paragraph B.4. apply.

6) Employees need to be flexible and should understand they may not always get the schedule they initially request (see B).

b. Supervisors: Supervisors are responsible for monitoring the work hours of subordinates and for ensuring compliance with AWS program policy (see paragraph 3, Introduction). Not later than one pay period prior to the beginning of the next quarterly interval, supervisors will respond to employees who submitted AWS forms for the next quarterly interval.

5. Definitions:

a. Alternative (also known as Alternate) Work Schedules (AWS). AWS refers to both compressed and flexible work schedules as defined in this MOU.

1) Compressed Work Schedule (CWS):

a) For full-time employees, an 80-hour biweekly basic work requirement which is scheduled for less than 10 workdays.

b) For part-time employees, a biweekly basic work requirement of less than 80 hours which is scheduled for less than 10 workdays.

2) Flexible Work Schedule (FWS):

a) For full-time employees, an 80-hour biweekly basic work requirement that allows an employee to determine his or her own schedule within the limits set by the employer in concert with the provisions of this MOU.

b) For part-time employees, a biweekly basic work requirement of less than 80 hours that allows an employee to determine his or her own schedule within the limits set by the employer in concert with the provisions of this MOU.

3) Hybrid Work Schedule: A schedule that borrows selectively from the authority for flexible work schedules and the authority for compressed work schedules in an effort to create a schedule that provides unauthorized benefits for employees or agencies. (There is no authority to establish hybrid work schedules.)

b. Basic Work Requirement (BWR): The BWR is the total number of hours, excluding overtime hours, in each biweekly pay period (80 hours) that a full-time employee is required to account for by means of hours worked, leave, credit hours taken, excused absence, holiday hours, compensatory time off, or time off as an award. Part-time employees must account for the number of hours in each biweekly pay period required by their approved work schedule.

c. Tour of duty:

1) Under a compressed work schedule or other fixed schedule, tour of duty is synonymous with basic work requirement. Compressed work schedules are fixed schedules established by the employer. Although the employer may change or stagger the arrival and departure times of employees, there are no provisions for employee flexibility in reporting or quitting times under a compressed work schedule.

The employer will make changes to tours of duty (either days of work or hours of work) in accordance with Article 26.

2) Under a flexible work schedule, tour of duty means the limits set by the employer in concert with the provisions of this MOU within which an employee must complete his or her basic work requirement. The tour of duty comprises all hours for which flexible and core hours have been designated.

3) Maximum Number of Hours Worked Per Shift. No more than 10 hours may be worked in one shift, excluding lunch and overtime, in order to avoid the possibility of fatigue and reduced productivity. Exceptions must be supported by special circumstances, and must be approved in advance by the employee's supervisor.

d. Work Time:

1) Core Hours: The time periods during the workday, workweek, or pay period that are within the tour of duty during which an employee covered by a flexible work schedule is required by the Employer to be present for work unless the employee is on an approved absence or a scheduled day off. Core hours are necessary for a work center to have flexible work schedules. Core hours will be negotiated at the Group level for the work centers in each Group, if requested by the union, unless the Employer declares adverse impact for a flexible work schedule. The parties will meet within 20 days following the Employer's receipt of the Union request to negotiate. At that meeting, the parties will establish a negotiations schedule.

2) Flexible Time Bands: Flexible hours (also referred to as flexible time bands) means the times during the workday, workweek, or pay period within the tour of duty during which an employee, covered by a flexible work schedule, may choose to vary his or her times of arrival to and departure from the work center subject to limitations generally prescribed to ensure that the duties and requirements of the employee's position are fulfilled. Flexible time bands will be negotiated at the Group level for the work centers in each Group, if requested by the union, unless the Employer declares adverse impact for a flexible work schedule. If the union requests to negotiate, the parties will meet within 20 days following the Employer's receipt of the Union request to negotiate. At that meeting, the parties will establish a negotiations schedule.

3) Lunch Period: Will be scheduled in accordance with current contract, Article 26.

e. Credit hours: Those hours within designated flexible work schedules that an employee elects to work in excess of his or her basic work requirement so as to vary the length of a workweek or workday (depends on work schedules). There is no legal authority for credit hours under a compressed work schedule. The law provides for credit hours only for designated flexible work schedules. Credit hours may be earned only in the performance of assigned and necessary work.

f. Quarterly Interval: Calendar quarters, starting at the beginning of the first pay period. i.e. if the pay period starts 11 April, that would be the beginning of April – June quarter.

g. Temporary Duty: The assignment of work, for a specific period of time, to the same job at a different site, a different job at the same or a different site, or training at the same or a different site (site may be on or off base); this includes details and temporary promotions from one bargaining unit position to another. Employees on a temporary duty assignment will adhere to the tour of duty of the work center to which they are temporarily assigned. The employer may require an employee to follow a standard fixed schedule (8 hours a day and 40 hours a week) during pay periods he or she is on a temporary duty assignment. The Employer will consider alternatives for employees who are adversely affected by such temporary assignment (e.g., by altering their day(s) off if on alternative work schedule).

h. Determining "in Lieu of" Holidays when Holidays Fall on Non-workdays

1) Non-workdays Other than Sunday. If a holiday falls on a non-workday of the employee, the employee's preceding workday will be the designated "in lieu of" holiday.

2) Sunday Non-workday. If the holiday falls on the Sunday non-workday, the first regularly scheduled workday following the Sunday-holiday is the employee's in lieu of holiday.

3) Under its authority to determine the administrative workweek, the employer may change an employee's schedule (and scheduled days off) for operational reasons. Schedule changes must be documented and communicated to employees in advance of the start of an administrative workweek.

i. Work Center: A group of personnel that use similar machines, processes, methods, and operations to do homogeneous work usually located in a centralized area. The term is used to identify a relatively small activity within a broad functional segment. Personnel within a work center do work that basically contributes to the same end product or result (duties are similar or closely related).

B. REQUEST AND RESPONSE PROCESS:

1. Request. Employees who desire to work an alternative work schedule must submit the Dover AFB Alternative Work Schedule Form (see Attachment 3 of this MOU) to their immediate supervisor. Employees must receive their supervisor's approval before working under an AWS.

2. Response. Before responding, a supervisor must determine which of the alternative work schedules described in this agreement is being requested by the employee and must verify the request form indicates the same schedule. This determination/verification is done because rules on holidays, overtime and premium pay, and timekeeping requirements differ for each type of work schedule. The supervisor and the employee are encouraged to discuss informally the impact of a proposed work schedule on work requirements. Not later than one pay period prior to the beginning of the next quarterly interval, the supervisor will approve, approve with modification, or disapprove the request. In making this decision, the supervisor must consider the policy in A.3. Introduction. If the impact on employee work requirements has been resolved, conflicts in proposed work schedules among bargaining unit employees will be resolved based on seniority. The supervisor is responsible for ongoing review of the employee's use of AWS to ensure that the duties and requirements of the employee's position are fulfilled. The supervisor may alter an employee's work schedule for the duration of a performance improvement period, as necessary, until the supervisor determines that the employee's performance has met the Acceptable level.

a. Approved AWS schedules will begin the first full pay period after the beginning of the quarterly interval.

b. Disapproval of an eligible employee's request, or involuntary termination of an AWS, shall be based on the following criteria:

1) Disruption in carrying out a work center's functions related to alternative work schedules (e.g., insufficient employee coverage to accomplish the mission efficiently [such as multi-shift operations, specific customer service hours], extended turnover time, diminished productivity, diminished customer service) or an increase in costs related to alternative work schedules; or

2) Abuse of the AWS privilege. Example: It is an abuse of the AWS privilege for an employee on a flexible work schedule to falsify their arrival and/or departure time; or

3) Temporary, normally unforeseen surges in workload related to safety, security, emergencies (warlike conditions), weather, and/or natural disaster; or

4) The most recent performance rating of record is not “Acceptable.”

3. Dissatisfaction with Response. Any employee who is dissatisfied with the response received for their request for an AWS will present their concerns to their supervisor. In an attempt to resolve the employee’s dissatisfaction, the employee and their supervisor will informally discuss the employee’s concerns as well as any concerns the supervisor has. If the employee is still dissatisfied, the employee may request ADR in accordance with the negotiated agreement or may grieve through the negotiated grievance/arbitration procedure. Use of the ADR process will toll time limits for the filing of a grievance.

4. Changes to Approved Work Schedules. An employee may submit for approval/disapproval a different negotiated AWS at any time. This submission may include start, stop, or changes within a negotiated AWS. However, approved changes to work schedules will normally be effective at the beginning of the next quarterly interval to keep the AWS program manageable (see established timeframes in paragraph A4a and A4b above). This does not preclude supervisors from making the change at the beginning of the next pay period if circumstances permit. A supervisor may approve temporary schedule variances in special situations. When a supervisor determines that it is necessary to involuntarily change or to involuntarily terminate an employee's AWS the supervisor shall provide the employee reasonable advance notice of the proposed action, and the reasons for it. If an employee is dissatisfied, paragraph 3 applies. The parties agree that the language in this MOU fully covers procedures for changing approved work schedules; however, if a circumstance arises that changes employees conditions of employment that is not specified herein, Article 3 of the LMC will apply.

C. DOCUMENTATION / RECORD MAINTENANCE: The advantages of AWS require additional timekeeping and supervisory approval controls to ensure sufficient work center coverage. Supervisors shall maintain files on written approvals and subsequent approved changes of the employee's AWS. The supervisor shall maintain in a record any documentation that the supervisor believes is necessary to support the employee's time and attendance under an AWS and to provide an adequate "audit trail" for any review of the AWS program that is appropriate.

D. TIME AND ATTENDANCE: The following provides guidance for the administration of the AWS program:

1. General Administration.

a. Time Accounting.

1) Supervisors. Supervisors must establish and maintain a time accounting system for all employees on a work schedule which has been approved under the provisions of this MOU.

2) Participants in the AWS Program. Employees on alternative work schedules must account for all scheduled work hours by working or by approved leave/absence.

b. Scheduling Arrival and Departure Times. Arrival and departure times for employees on approved alternative work schedules will be in 15-minute intervals from the hour.

c. Work Schedules for Employees in Travel Status. Employees on alternative work schedules must account for all scheduled work hours while in a travel status. The regular rules governing travel apply.

d. Work Schedules for Employees on Temporary Duty and Training. If an employee’s work schedule changes as a result of a temporary duty assignment, the time accounting system must be annotated accordingly.

e. “Round Down Daily” Rule. This rule is used for computing daily or partial hours. The rule requires that the entire time period be worked—no rounding up is allowed. Thus, in order to earn a partial credit hour, an

employee must work a full 15-minute increment. Employees cannot carry-over any minutes worked which do not constitute a full 15-minute increment.

2. Earning/Using Credit Hours.

a. Earning Credit Hours.

1) Earned at the Employee's Election. Employees may earn credit hours in increments of no less than ¼ hour (15 minutes). Employees may earn a maximum of one credit hour per workday and a maximum of 10 credit hours in a biweekly pay period.

For 512 OG Flight Engineers and Loadmasters only:

a) When flying, employees may earn a maximum of 16 hours per day and a maximum of 24 credit hours in a biweekly pay period.

b) When not flying, employees may earn a maximum of 2 hours per duty day (or work no more than 10 hours per day) and a maximum of 10 credit hours in a biweekly pay period.

c) Once 24 credit hours has been earned in a biweekly pay period, no additional credit hours may be earned that pay period.

2) Supervisory Approval for Earning. Unless in a travel status, employees must notify their supervisor of the intent to earn credit hours. At the supervisor's discretion, supervisory approval may be required before an employee can earn credit hours. If supervisory approval is required, the approval will be based on workload requirements. An exception to the notification/approval requirement could be based on the following: Example (illustrative only): If an employee is performing a task it is expected that the employee will finish the task rather than interrupting that process in an attempt to notify the supervisor and secure approval for credit hours.

b. Maximum Carry-Over. Subject to D.2.d., Compensation, below, full-time employees may carry from pay period to pay period up to 24 credit hours. A part-time employee may carry forward to the next biweekly pay period an amount of credit hours equal to ¼ of the hours in the employee's biweekly BWR.

c. Using Credit Hours. Employees may use earned credit hours in lieu of annual, military, or sick leave. Credit hours may NOT be used to qualify an employee for premium pay. Use of credit hours to cover periods of absence will be administered in the same manner as use of annual, military, and sick leave. Supervisory approval is required before credit hours may be used.

d. Compensation. Payment for a balance of unused credit hours occurs when an employee working under a flexible work schedule either leaves the employer, or changes to a fixed work schedule. In those circumstances, the employee is entitled to compensation for unused credit hours. Payment for credit hours is made at the rate for which they were earned. To the maximum extent possible, the supervisor and the employee should plan work schedules so that the employee has no remaining balance of credit hours at the time the employee either leaves the employer, or changes to a fixed work schedule.

e. Annual Leave "Use or Lose." A credit hour balance is not a valid justification for carrying over "use or lose" annual leave. Therefore, employees should schedule annual leave usage before credit hour usage when they are in a "use or lose" situation.

3. Leave/Excused Absences. The maximum amount of time charged to the employee is equal to the number of hours the employee is scheduled to work. When the employer excuses employees from duty for a whole or part

day because of leave, weather conditions, emergencies, or other reasons (annual leave, sick leave, military leave, court leave, administrative leave, excused absence, etc.), the amount of time charged will be based on the employee's normal work schedule; for example, as a point of reference, Dover AFB's normal duty hours of 0730 to 1630.

E. TRAINING:

1. Responsibility. The Employer is responsible for having training information available on the AWS program for current and new managers, supervisors (of civilian employees) and civilian employees. A copy of this MOU and any forms it prescribes will be made available.

2. Managers, Supervisors (of Civilian Employees) and Civilian Employees. Training will be available for current managers and supervisors of employees on AWSs, and for employees on AWSs. Employees interested in participating in the AWS program, and their supervisors, should review the training information.

F. EVALUATION: The AWS program will be periodically evaluated to ensure that it is in conformance with A.3. Introduction, above, and with F.3. Evaluation Criteria, below. The first overall evaluation of the program will occur on or about the 1-year anniversary date of this MOU.

1. Responsibilities.

a. The Employer. The Employer is responsible for collecting the necessary data (for example, by periodic questionnaires to managers and supervisors who administer the AWS program and to employees who are participating in the AWS program) to enable the program to be evaluated. The Employer will provide a draft copy of the questionnaire to the Union. The Union will have the opportunity to provide input on the questionnaire. Any input will be considered by the employer prior to finalizing the questionnaire.

b. The Parties. The Employer and the Union (the Parties) will evaluate and discuss the AWS data and determine whether or not to make adjustments within the program.

2. Frequency of Evaluation. AWS data will be collected after 12 months of initial implementation of this AWS program, and at six-month (or longer) intervals thereafter.

3. Evaluation Criteria. This AWS program will be evaluated using the following criteria:

a. Mission requirements. The following factors will be considered: (1) neutral or positive impact on productivity in terms of Dover AFB, component (i.e., Group/Squadron/Flight/Section, etc.), work center, and individual; (2) promote enhanced service to customers external to Dover AFB with a concomitant positive public perception, by extended work center coverage; (3) neutral or positive impact on coverage, availability, and timeliness regarding service to customers internal to Dover AFB; and (4) neutral or positive impact on the quality of service to all customers internal or external.

b. Management flexibility. The following factor will be considered: neutral or positive impact on the ability of supervisors and managers to respond to the need for change in routine operations, and to extraordinary situations.

c. Work environment. The following factors will be considered: (1) neutral or positive impact on Dover AFB-wide atmosphere of a shared sense of accountability, responsibility, and open communication for accomplishing the mission while considering the individual needs among managers, supervisors, and employees; and (2) positive impact on Dover AFB morale.

d. Management of the AWS program. The following factors will be considered: (a) neutral or positive impact on AWS program participants' compliance with employer-scheduled work requirements (including starting and quitting times, and use of lunch periods, and break periods, etc.), and on the incidence of discipline for abuse of such requirements; (b) simple yet effective time accounting systems; and (c) balance ease of management of the AWS program with providing potential/possible work schedule options.

e. Work Schedule Termination. A specific work schedule option will be terminated for the Employer, a component, or a work center only if there is evidence showing that the work schedule option in question is causing an "adverse impact" as defined in 5 U.S.C. § 6131(b). "Adverse impact" means: 1) a reduction in the productivity of the Employer, a component, or a work center; 2) a diminished level of services furnished to the public by the Employer, a component, or a work center; or 3) an increase in cost of the operations of the Employer, a component, or a work center (other than a reasonable administrative cost relating to the process of establishing and administering the work schedule in question). If no agreement is reached, the parties may seek the assistance of the Federal Service Impasses Panel.

Attachments:

1. Compressed Work Schedules
2. Flexible Work Schedule(s)
3. Dover AFB Alternate Work Schedule Form

ATTACHMENT 1 TO ARTICLE 25

COMPRESSED WORK SCHEDULES

A. Compressed Work Schedules (CWS)

1. Four Ten Hour Work Week (4-10s):

a. Basic Work Requirement: a full-time employee must work 10 hours a day, 40 hours a week, and 80 hours a biweekly pay period. The employer determines the number of hours a part-time employee must work in a 4-day work week and the number of hours in a biweekly pay period.

b. Tour of Duty: The “tour of duty” is established by the employer and is limited to four 10-hour days per work week. The tour of duty for employees under a compressed work schedule is defined by a fixed schedule established by the employer.

2. Five-Four/Nine Work Schedule (5-4/9s):

a. Basic Work Requirement: A full-time employee works eight 9-hour days and one 8-hour day (five days one week and four days the other week) for a total of 80 hours in a biweekly pay period. The employer determines the number of hours a part-time employee must work in a 9-day biweekly pay period.

b. Tour of Duty: The “tour of duty” is established by the employer and is limited to eight 9-hour days and a one 8-hour day in a biweekly pay period. The tour of duty for employees under a compressed work schedule is defined by a fixed schedule established by the employer.

B. The following information applies to any CWS:

1. Overtime Work: Overtime work is work ordered or approved in advance by the employer and is in excess of those specified hours which constitute the compressed work schedule. For a part-time employee, overtime hours are hours in excess of the compressed work schedule for a day (but must be more than 8 hours) or for a week (but must be more than 40 hours).

2. Compensatory Time Off, Night Pay (General Schedule Employees), Night Differential Pay (Wage Grade and Wage Leader) and Pay for Sunday Work: The rules governing these items are no different for employees working a CWS than for employees working standard work schedules.

3. Pay for Holiday Work: Holiday premium pay for non-overtime work is limited to the number of hours normally scheduled for that day.

4. Holiday Pay (When No Work is Performed): A full-time employee relieved or prevented from working on a holiday (or an “in lieu of” holiday) is entitled to pay for the number of hours of the compressed work schedule for the employee on that day.

5. Paid Time Off: Paid time off during an employee’s basic work requirement must be charged to approved sick or annual leave unless the employee used other approved paid leave or accumulated compensatory time off or unless excused absence is approved.

6. Excused Absence: The regular rules governing excused absences apply.

7. Travel: The regular rules governing hours of work and overtime pertaining to travel apply. Employees in travel or training status or on detail will adhere to the tour of duty of the work center to which they are temporarily assigned. The employer may require an employee to follow a standard fixed schedule (8 hours a

day and 40 hours a week) during pay periods he or she travels. The Employer will consider alternatives for employees who are adversely affected by such temporary assignment (e.g., by altering their day(s) off if on alternative work schedule).

ATTACHMENT 2 TO ARTICLE 25

FLEXIBLE WORK SCHEDULES

A. Flexible Work Schedules (FWSs)

1. Flexitour:

- a. Basic Work Requirement: A full-time employee must work 8 hours a day, 40 hours a week, and 80 hours a biweekly pay period.
- b. Tour of Duty: For those groups that decide to use the flexitour work schedule, the Group Commander will establish the core hours and the flexible time bands before and after those core hours. The core hours include a standard lunch period.
- c. Flexibility: Employees select arrival and departure times, subject to the employer's approval, during designated flexible time bands. This results in a fixed schedule until the next quarterly interval. At the request of an employee, the employer may approve an adjusted arrival and departure time.

2. Gliding Schedule (available for 512 OG Flight Engineers and Loadmasters only):

- a. Basic Work Requirement: A full-time employee must work 8 hours a day, 40 hours a week, and 80 hours a biweekly pay period. The basic work requirement of a flexible work schedule is the number of hours, excluding overtime hours, an employee must work or otherwise account for by leave, credit hours, holiday hours, excused absence, compensatory time off, or time off as an award.
- b. Tour of Duty: For those groups that decide to use the gliding work schedule, the Group Commander will establish the core hours and the flexible time bands before and after those core hours. The core hours include a standard lunch period.
- c. Flexibility: Employees select arrival and departure times during designated flexible time bands.

B. The following information applies to any FWS:

1. Core Hours: An employee must account for missed core hours (if permitted) with Leave or previously earned and documented compensatory time off or credit hours.
2. Overtime Work: Overtime work is work in excess of 8 hours in a day or 40 hours in a workweek, ordered in advance by management.
3. Compensatory Time Off: The employer may, at the request of an employee, approve Compensatory time off in lieu of overtime pay for overtime work, whether or not the overtime work is irregular or occasional.
4. Night Pay: For GS employees,
 - a) if an employee's tour of duty includes 8 or more hours available for work during daytime hours (i.e., between 6 am and 6 pm), he or she is not entitled to night pay even though he or she voluntarily elects to work during hours for which night pay is

normally required (i.e., between 6 pm and 6 am)

5. Night Differential (Wage Grade and Wage Leader)

Night differential will not be paid solely because a wage grade or wage leader employee elects a time of arrival or departure at a time of day when night differential is otherwise authorized, except that wage grade and wage leader employees are entitled to night differential for regularly scheduled nonovertime work when a majority of the hours of the flexitour work schedule for a daily tour of duty occur during the night.

6. Pay for Holiday Work: Holiday premium pay for nonovertime work is limited to a maximum of 8 hours in a day for full-time or part-time employees. A part-time employee scheduled to work on a day designated as an “in lieu of” holiday for full-time employees is not entitled to holiday premium pay for work performed on that day.

7. Holidays (When No Work is Performed): A full-time employee prevented or relieved from working on a holiday (or an “in lieu of” holiday) is entitled to pay for 8 hours for that day. A part-time employee prevented or relieved from working on a holiday is entitled to pay for the number of hours he or she would have worked but for the holiday, not to exceed 8 hours. When a holiday falls on a nonworkday of a part-time employee, there is no entitlement to pay for an “in lieu of” holiday. (See 5 U.S.C. 6124.)

8. Pay for Sunday Work: A full-time employee who performs regularly scheduled nonovertime work during a period of duty, part of which is performed on Sunday, is entitled to Sunday premium pay for the entire period of work up to 8 hours. (See 5 CFR 550.171.)

9. Excused Absence: For employees on a flexible work schedule, the amount of excused absence to be granted should be based on the employee’s established basic work requirement in effect for the period covered by the excused absence.

10. Paid Time Off: Paid time off during an employee’s basic work requirement must be approved and charged to the appropriate leave category, credit hours, compensatory time off, or to excused absence if warranted.

11. Travel: The regular rules governing hours of work and overtime pertaining to travel apply. The employer may require an employee to follow a standard fixed schedule (8 hours a day and 40 hours a week) during pay periods he or she travels.

**ATTACHMENT 3 TO ARTICLE 25
DOVER AFB
ALTERNATIVE WORK SCHEDULE FORM**

This Alternate Work Schedule (AWS) form is to be used in conjunction with the Memorandum of Understanding between Dover AFB and AFGE Local 1709 entitled Alternative Work Schedule Program for Bargaining Unit Employees. The supervisor and the employee are encouraged to discuss informally the impact of the proposed work schedule on work requirements.

Part I. (to be completed by employee)	Date of Request: _____
Employee's Name: _____	Supervisor's Name: _____

Type Schedule Requested (check appropriate boxes)													
Compressed Work Schedule: _____							Choices: 4-10s _____ 5-4/9s _____						
Additional Day(s) Off Requested (circle appropriate day(s): 4-10s, one per week; 5-4/9s, one per pay period)													
S	M	T	W	T	F	S	S	M	T	W	T	F	S

Flexible Work Schedule (Flexitour) _____ established core hours: _____
Established flexible bands: _____

Indicate requested time from flexible time band before core hours: _____
Indicate requested time from flexible band after core hours: _____

Employee comments: _____

Employee's Signature: _____

Part II. (to be completed by supervisor) _____ Date of Response: _____

Approved: _____	Approved with Modification: _____ (describe below)	Disapproved: _____
(Just as AWS is not mandatory for everyone, AWS may not be available for everyone, or choices may be limited; check with your supervisor)		
Modification: _____		
Supervisor comments: _____ _____ _____		

Supervisor's Signature: _____

ARTICLE 26

HOLIDAY AND OVERTIME WORK

SECTION 1. Approved holiday and overtime hours worked outside the basic work hours will be compensated for and administered in accordance with applicable law, rule and regulation.

SECTION 2.

A. **SCHEDULED:** Scheduled holiday and overtime work will be posted at least four (4) workdays in advance. The Employer will solicit from all qualified bargaining unit employees within the squadron for volunteers that have the same title, series, and grade, unless the overtime work is 512th Airlift Wing specific. If there are more volunteers than overtime slots, rank the volunteers based on seniority and select accordingly. If there are insufficient volunteers, the Employer will select employees for mandatory overtime on a reverse seniority basis. Notification to those selected employees will be made as soon as possible. If it becomes necessary to cancel previously scheduled overtime, the Employer will notify the employee(s) as soon as possible.

B. **UNSCHEDULED:** When holiday and overtime work cannot be scheduled four (4) workdays in advance, it is considered unscheduled. When unscheduled holiday or overtime work is necessary, the Employer will apply the same method as outlined in paragraph A. Employees may request to be contacted if not on duty when unscheduled overtime and holiday requirements are identified. If time permits, the Employer will attempt to contact employees not on duty if there are not enough volunteers present when unscheduled overtime and holiday work is identified. An exception to unscheduled overtime and holiday work: when it becomes necessary to prevent a task from being delayed, not completed, or interrupted because of shift change or personnel change, the employee performing the task may be required to continue the task in an approved overtime status.

SECTION 3.

A. Employees recalled to work outside of their basic work hours shall receive a minimum of two hours of overtime, paid at the overtime rate or by compensatory time. Supervisors will avoid calling an employee during off duty time. If it is necessary to draw on an employee's specific expertise, the supervisor should either recall the employee or place him/her in a standby or on-call status.

B. Mandatory overtime employees (those selected by reverse seniority) may request to switch with another employee after coordinating with and obtaining approval from their supervisor.

C. Employees who believe that they can not work overtime for reasons of health, undue hardship, or family reasons, may provide a brief self-certification explaining their reasons to their supervisor. Employees should help their supervisor understand their concerns. The Employer agrees to consider the employee's inputs when determining who will be required to work overtime.

D. The supervisor will maintain overtime records in accordance with applicable laws, rules and regulations. The Union has the right to meet and discuss overtime situations with the appropriate supervisor. The supervisor will make available overtime records (AF Form 428) if necessary upon request of the Union.

E. Employees who work overtime will normally be granted a fifteen (15) minute rest period when the overtime hours will total at least four (4) hours. Normally rest periods will be uninterrupted. For unscheduled overtime (when the employee is notified after they report for work), the employee will be permitted to provide notification that they are working overtime, by using the agency telephone at no cost. Employees have the

option of purchasing a meal at regular cost, from the in-flight kitchen, if the overtime is for four (4) hours or more.

ARTICLE 27

ABSENCE AND LEAVE

SECTION 1. ANNUAL LEAVE: Leave that is requested in advance may be approved subject to mission requirements. Furthermore, it is recognized and agreed that accrual of annual leave is an earned right of the employee. The Employer agrees to schedule approved annual leave for the calendar year.

A. SCHEDULED LEAVE:

1. Annual leave requests of two (2) weeks or more will be submitted by 31 January and may be approved contingent upon mission requirements. Annual leave schedules shall be prepared by 15 February. This leave will be granted on a seniority basis.

2. Once an employee has had a selection approved, the immediate supervisor may approve a change at the employee's request provided that another employee's choice is not disturbed and that mission requirements are not adversely affected.

3. Should the leave approving official deem it necessary to cancel previously scheduled and approved leave, the supervisor will explain the reasons for the cancellation to the employee as soon as possible (normally no later than 15 calendar days) prior to the commencement of leave. In the event that the employee has made arrangements and/or reservations for previously approved leave, and cancellation of leave will impose a hardship on the employee, the Employer shall reconsider the decision to cancel.

B. The Employer reserves the right to require the use of annual leave as dictated by the needs of the Service on the basis of circumstances such as breakdown or required servicing of equipment, lack of material or work, reduction of annual leave accumulation to prevent the forfeiture of earned leave, etc. Unless otherwise precluded by the circumstance, the Union will be notified in advance of such a requirement. Normally the Union will be given sufficient advance notice of the need to require the use of annual leave so as to allow time for the representatives of the Employer and the Union to meet and discuss/negotiate the methods and procedures which will be used.

C. In case of a transfer of an employee from one supervisor to another, previously scheduled leave of the employee will be in accordance with Section 1A(3) of this article.

D. **UNSCHEDULED LEAVE:** When unforeseen circumstances result in an unscheduled absence, the absent employee will contact his/her supervisor or duty section as soon as possible but not later than two hours after the beginning of the shift. If the employee cannot speak to a supervisor, the employee will leave a telephone number so he/she may be contacted. An employee is not automatically entitled to annual leave because he/she has so notified his/her supervisor. If the reason provided by an employee to his/her supervisor when reporting an unscheduled absence is considered by the supervisor to be insufficient to warrant approval of leave at that time, the supervisor will so advise the employee.

SECTION 2. ADMINISTRATIVE LEAVE/EARLY DISMISSAL: IAW AFI 36-815. When administrative leave is authorized for an employee who is at work and is excused, there is no charge to leave for the remaining hours of the shift. If the employee was on duty and departed after official word was received, but prior to the time set for dismissal leave is charged only from the time the employee departed until the time set for dismissal. If an employee was absent on approved leave for the entire work shift, the entire absence is charged to appropriate leave.

A. Dismissals due to environmental conditions, which cause an adverse work environment such as temperature extremes and plumbing and lighting malfunctions should be rare. The Employer agrees to correct these conditions as soon as possible. Individual employees affected by environmental conditions may be granted leave. The Employer will also consider alternate work sites.

B. Subject to supervisory approval and based upon workload requirements, the Employer may grant bargaining unit employees annual leave, leave without pay or previously earned compensatory time in conjunction with their lunch periods to attend Union-held briefings.

SECTION 3. SITUATIONS WARRANTING SPECIAL CONSIDERATION:

Employer may grant special consideration, depending on workload requirements, for applicable leave or LWOP when requested and properly documented for holy days of religious faiths, and leave may be granted for this purpose to the maximum extent feasible and necessary, provided reasonable advanced request is submitted in writing by the employee to the supervisor.

SECTION 4. FAMILY AND MEDICAL LEAVE ACT (FMLA) OF 1993:

A. The Family Medical Leave will be administered in accordance with applicable law. The FMLA requires the Employer to provide up to 12 weeks of unpaid, job protected leave to employees for certain family and medical reasons.

1. REASONS FOR TAKING LEAVE: Unpaid leave must be granted for any of the following reasons:

- (a) To care for the employee’s child after birth, or placement for adoption or foster care.
- (b) To care for the employee’s spouse, son or daughter, or parent who has a serious health condition.
- (c) For a serious health condition that makes the employee unable to perform the employee’s job.

(d) At the employee’s or Employer’s option, certain kinds of paid leave may be substituted for unpaid leave.

2. ADVANCE NOTICE AND MEDICAL CERTIFICATION: The employee may be required to provide advance leave notice and medical certification. Leave may be denied if requirements are not met.

- (a) The employee ordinarily must provide 30 days advance notice when the leave is “foreseeable.”
- (b) The Employer may require medical certification to support a request for leave when appropriate.

B. JOB BENEFITS AND PROTECTION: The employee’s job and benefits are protected in accordance with the Family and Medical Leave Act. FMLA makes it unlawful for the Employer to interfere with, restrain, or deny the exercise of any right provided under FMLA.

SECTION 5. SICK LEAVE:

A. Sick leave is an earned right of the employee and will normally be granted but not limited to the following: When the employee:

- 1. For medical, dental, or optical examination or treatment;

2. When incapacitated for performance of duties by illness, injury, pregnancy, or childbirth;
3. When a member of an employee's immediate family is afflicted with a contagious disease and requires the care and attendance of the employee, or when, through exposure to contagious disease, the presence at work of the employee would endanger the health of others;
4. When illness occurs during a period of annual leave, sick leave may be substituted (see Section C Supporting Evidence of this article).
5. To participate in drug or alcohol counseling programs;
6. To make arrangements for certain adoption-related activities.

B. Sick leave may also be approved for the following:

1. To provide for family members. Family members including spouse, children, spouse's parents, brothers/sisters and their spouses, any individual related by blood or affinity whose close association creates the equivalent of a family relationship. This includes physical or mental illness; injury; pregnancy; childbirth; medical, dental, or optical examinations; or to arrange or attend funerals of family members.
2. The amount of sick leave granted to an employee during any leave year for family care or bereavement purposes may not exceed a total of 104 hours (or, for a part-time employee or an employee with an uncommon tour of duty, the number of hours of sick leave he or she normally accrues during a leave year).

C. SUPPORTING EVIDENCE: An employee will not normally be required to furnish medical documentation for a period of absence of three (3) consecutive work days or less. However, for an absence of more than three (3) consecutive work days, employees are required to provide, to the supervisor, medical or other administratively acceptable documentation. The supervisor may also consider an employee's self-certification of medical condition as to the reason for the absence. When warranted, management can require medical documentation from employees regardless of the duration of the absence.

D. ABUSE OF SICK LEAVE: The determination that sick leave abuse exists may be made by the leave approving official after review of all pertinent records. When there is reason to believe that an employee is abusing sick leave, medical documentation may be required for absences of three days or less. Supervisors may make exception to this for obvious illness. Counseling will be annotated on the AF Form 971 and initialed by both parties. The employee's attendance will be reviewed at six month intervals and the determination made of the need to continue the requirement.

E. ADVANCED SICK LEAVE: In cases that arise from serious disability or illness after leave is exhausted, reasonable attempts shall be made to afford an employee advance sick leave in conjunction with applicable laws, rules, regulations, AFI 36-815, and the Dover AFB Supplement thereto.

SECTION 6. EMERGENCY VOLUNTEER SERVICES:

A. It is in the best public interest to relieve employees from work to participate in civil activities which the government is interested in encouraging Employees participating in Community Emergency Volunteer Service, such as fire fighting, emergency/rescue, emergency medical technician, and search and protective work during non-duty hours, may be excused from duty on excused absence (without loss of pay or charge to leave) based on the specific circumstances of the emergency.

B. The employee will contact the supervisor as soon as possible and will submit documentation of services to the supervisor upon return to his/her duty section

SECTION 7. LEAVE WITHOUT PAY (LWOP):

A. Employees may be granted LWOP in accordance with applicable laws and regulations.

B. If additional LWOP is desired, the employee will request an extension in writing to the supervisor.

C. Upon written requests from the Union, employees in the unit that are elected or appointed delegates to Union conventions, or other such functions, or serving temporarily as officers, or as national representatives of the Union representing federal employees may be granted annual leave and/or LWOP consistent with regulations.

D. The Employer recognizes the obligation to provide the affected employee(s) active employment at the end of the leave period in the position and the rate of pay to which they are entitled by applicable regulations.

E. Employees in LWOP status accrue all rights and privileges with respect to retirement status and coverage under the Federal Employee's Group Life Insurance and the Federal Employee's Health Benefits Programs in accordance with applicable law's and regulations.

SECTION 8. BLOOD DONATIONS: The Air Force encourages its employees to volunteer as blood donors without compensation. With supervisor's approval, an employee desiring to donate blood, or blood products, such as platelets or plasma, will be excused from duty without charge to leave, in a duty status for the time necessary to donate blood or blood products, for a maximum excusable time not to exceed 4 hours, except in unusual cases. When an employee must travel a long distance or when unusual need for recuperation occurs an additional 4 hours may be authorized. Employees who volunteer but are rejected as donors for that visit must return to duty or elect paid leave. This section does not cover an employee who gives blood for the employee's own use or receives compensation for giving blood.

SECTION 9. Other types of Leave and Absences, such as court leave, military leave, and the voluntary leave donation program, are administered in accordance with applicable laws, rules and regulations (see AFI 36-815 and Dover AFB Supplement thereto).

ARTICLE 28

CLEAN UP

SECTION 1.

A. The supervisor will provide ample time for the employees to cleanup work areas and store government equipment and tools.

B. Employees will be granted reasonable time to wash-up before lunch and at the end of each day or shift.

C. Incidental duties that are directly connected with the performance of a job, such as obtaining and replacing working tools or materials, undergoing inspections, and similar tasks are considered part of the job requirements within the established tours of duty.

SECTION 2. CUSTODIAL DUTIES: Normally, custodial services are provided by contract or by civilian employees employed solely or principally for such work. The phrase "other related duties as assigned" as used

in position descriptions, means duties related to the basic job. This phrase will not be used to regularly assign work to an employee which is not reasonably related to his basic job description, nor does it limit assignment of work if included in the job description. Shop and plant personnel are expected to perform minimal custodial duties that are directly related to their normal duties. Custodial duties will be assigned only where the performance of such duties is reasonably related to the civilian employee's position and qualification. Custodial duties are defined as: waxing, polishing, sweeping, cleaning and/or buffing floors; cleaning toilet rooms and replenishing toilet supplies; dusting and cleaning or polishing office furniture (excluding desks assigned to individual employees for their use in performing their duties as outline in their job description), ash trays, walls, woodwork, ceilings, exposed pipes, insect screens, and window blinds and shades; cleaning windows and glass, radiators, grills for air handling systems, light fixtures, stairs and entrances; vacuuming rugs and carpets; sweeping and removing snow, leaves, stones, etc., from entrances, streets, and walks adjacent to buildings; removing trash from buildings to deposit in dumpsters.

A. Employees are individually responsible for the cleaning of their immediate work area upon completion of his/her job assignment or at the end of his/her shift.

B. Immediate work area in this article refers to the specific area in which an employee has performed his/her tasks, e.g., work bench, cockpit, tail section, desk, vehicle, engine, including flightline Foreign Object Debris (FOD) walks associated with immediate work area, etc.

C. Under normal circumstances, employees are excluded from organized FOD walks or policing up areas on a non-voluntary basis.

ARTICLE 29

VOLUNTARY DUES WITHHOLDING

SECTION 1. EMPLOYEE ELIGIBILITY: The Employer and the Union agree that all unit employees are eligible for voluntary dues withholding.

SECTION 2. ALLOTMENT AUTHORIZATION:

A. Each unit employee may voluntarily authorize the withholding of Union dues from the pay by submitting SF 1187, "Request for Dues Authorization" form. The form will contain the original signature of the employee and the certification of an appropriate Union Official.

B. The Union will supply the SF 1187 and the appropriate Union official will enter the current amount of regular dues to be deducted from each bi-weekly pay of the eligible employee.

C. Completed forms which are received in Defense Finance and Accounting Service (DFAS) will be timely processed provided the employee's pay is of sufficient amount to cover the allotment after all other necessary deductions have been made. Withholding will continue until terminated under the conditions set forth in this article.

SECTION 3. AMOUNTS WITHHELD:

A. The DFAS will withhold the dues amount specified by the Union from the bi-weekly pay from each bargaining unit employee requesting dues withholding.

B. The Union will submit in writing to the Dover civilian pay clerk, any change in the amount of dues to be withheld. The change will be processed expeditiously.

C. Whenever an employee is reinstated and receives back pay and allowances and was on voluntary dues withholding prior to loss of pay, all back dues shall be computed and withdrawn at the applicable basic dues rate, per pay period, and remitted to the Union in a lump sum. Withholding will continue until terminated under the conditions set forth in this article.

SECTION 4. PROCEDURES FOR TERMINATING ALLOTMENTS:

A. An employee wishing to terminate his Union Dues Allotment must fill out an SF 1188, "Cancellation of Payroll Deductions for Labor Organization Dues". They may request the SF 1188 from the Union Hall for processing through the Dover civilian pay clerk.

B. An allotment shall be terminated the first full pay period after the annual anniversary date of the date dues withholding was authorized. Requests for revocation will be accepted and processed only during the ten (10) day calendar day period preceding the employee's annual anniversary date of dues withholding. Requests not received during the above period cannot be processed. The Dover civilian pay clerk will notify the Union upon receipt of an SF 1188.

C. An allotment will be terminated upon receipt of notice from the Union that the unit employee is no longer a member in good standing. The action will be processed expeditiously.

D. DFAS will prepare a listing of unit employees from whom deductions were made and the amount. A copy of the dues deductions listing will be forwarded to the Union.

ARTICLE 30

TRAINING

SECTION 1. DETERMINING TRAINING NEEDS: Supervisors will review with the employee on an annual basis all training:

- A. Offered in relation to employee's duties and responsibilities,
- B. That is needed to bring about more effective job performance, and
- C. Which meets the needs of both the employees and the employer in relation to their job.

SECTION 2. ESTABLISHING TRAINING: The Employer shall ensure that:

- A. Provisions are made for the use of funds for Employer or non-Employer training,
- B. Employee self-development is encouraged through the work environment,
- C. Work assignment flexibility is used for training to promote employee growth.

SECTION 3. UNION REPRESENTATIVES: The Employer shall extend training to Union Representatives on and in agency programs, policies and procedures when conducted on base which will better effect the efficiency of the service and is in the best public interest; i.e., Reductions in Force, Promotions, Classifications, Staffing, Equal Employment Opportunity, Worker's Compensation, and Discipline in a duty status.

SECTION 4. The Union President, Vice President, Secretary/Treasurer and Chief Stewards shall be allowed to

take Microsoft Word and Excel computer classes, if offered, on base on a one-time basis.

SECTION 5. The Union shall be granted training time to include travel time (when travel time is conducted during a duty status) for training such as initial steward training, annual steward and officer training, district training, etc., necessary for Union Representatives to adequately represent bargaining unit members.

ARTICLE 31

HEALTH & SAFETY

SECTION 1. The Employer will provide and maintain a comprehensive occupational health program and to make every effort to provide healthy workplaces and safe working conditions as required by applicable laws and regulations.

SECTION 2. The Employer will notify the Union of any additions or deletions of tests to/from occupational physicals.

SECTION 3. If an employee believes that a health/safety hazard exists, he/she will report the health/safety hazard to the Employer. The Employer will advise the employee of the intended actions regarding the suspected health/safety hazard.

SECTION 4. The Employer will maintain an employee health program to include the following as a minimum:

A. Emergency treatment and ambulance service (when warranted by the severity of the injury) will be provided to employees in cases of on-the-job accidents or injuries.

B. Occupational medical examination as required.

1. Employees requiring annual occupational physicals will be scheduled and notified of the time, date, and place of the physical. Employees have a responsibility to keep scheduled appointments and if the appointment cannot be kept, notify their supervisor. If exams require TDY, the employee will be placed on orders, and the employee may have the option of using POV.

2. Where an employee had been examined and a particular health problem exists, the employee will be notified in writing.

SECTION 5. When an employee has a reasonable belief that, under the circumstances, a task poses an imminent risk of death, serious bodily harm or health hazard he/she will immediately halt the task and inform his/her supervisor of the hazard. The task will not be continued until the situation is resolved to the satisfaction of all parties involved. Supervisors shall not order/require any employee to perform any act that is unsafe or unlawful as provided in USAF/AMC Directives, manuals and/or tech data.

SECTION 6. Protective clothing/equipment necessary for performing assigned duties, in accordance with appropriate tables of allowance, will be furnished by the Employer. Employees will not be required to perform tasks requiring protective equipment until the equipment has been provided.

A. Employees are expected to comply with reasonable dress and grooming standards based on comfort, productivity, health, safety, and type of position occupied in accordance with applicable Air Force regulations. Where applicable, in hot weather, employees may wear shorts.

B. Motorcycle Operations:

1. Employees who choose to drive or ride on motorcycles on Dover AFB will comply with applicable government-wide, DOD, Air Force and Dover AFB regulations/supplements. Exceptions: Bargaining unit employees may substitute safety glasses or half shield in lieu of impact resistant goggles for full face shield; brightly colored or contrasting short-sleeved shirts may be worn as the outer upper garment; the outer garment must be reflective if worn during the hours from dusk to dawn (a reflective belt may be substituted but must be worn across upper torso from shoulder to waist); and bargaining unit employees may register their motorcycle on base without having to prove completion of a Motorcycle Safety Foundation (MSF) rider course as long as they do not use the motorcycle for official government business.

2. Management agrees to put metal plates at North Gate and Main Gate (2 places each for motorcycle parking).

C. The proper care and use of tools and equipment shall be the responsibility of the employee.

ARTICLE 32

SUBSTANCE ABUSE

SECTION 1. Concern will be given to all substance abuse with the intent to rehabilitate abusers. The Union and Employer jointly recognize any substance abuse as illnesses which are treatable. Furthermore, it is in the best interests for all parties to treat those illnesses.

SECTION 2. Any employee who participates in a substance abuse program will be entitled to all the rights and benefits provided to other employees, to include counseling and rehabilitation assistance. The employee will be in a duty status to attend the initial counseling session.

SECTION 3. Anytime an employee is suspected of substance abuse, the supervisor shall follow applicable instructions. Supervisors are responsible to assure any employee that requesting diagnosis or treatment for a substance abuse problem does not jeopardize his/her job rights or job security and that confidential handling of the diagnosis and treatment of these problems will be in accordance with applicable law and regulations.

SECTION 4. An employee may elect to contact the Union for information.

ARTICLE 33

MISCELLANEOUS

SECTION 1. ACCESS TO DATA: The Employer agrees to provide the Union with internet sites (where documents can be downloaded) or copies of agency regulations and instructions (and supplements thereto), that pertain to the bargaining unit employees.

SECTION 2. BARGAINING UNIT LISTING:

A. Quarterly, the Employer will provide the Union with the Civilian Personnel Alpha Listing containing the names, SSAN, pay grade, and title; plus the Squadron Listing containing names, grade, Civilian Service Computation Date (CSCD), organization, office symbol, and official position/title, of each bargaining unit employee.

B. Recognizing that information described in this Article is privileged, sensitive, and subject to the Privacy Act of 1974, the Union agrees not to release any information pertaining to a bargaining unit employee to any third party without the written consent of the affected employee.

SECTION 3. BULLETIN BOARDS: The Employer agrees to provide adequate Bulletin Board space on existing bulletin boards for the exclusive use of the Union.

A. It will be the responsibility of the Union to maintain the posting on Bulletin Boards in good order. Only Union Officers and Stewards are to post and remove information from Bulletin Boards.

B. The parties agree that no posting of the Bulletin Board shall violate Law or national security. No posting of libelous or scurrilous material will be tolerated.

C. The Employer will allow, on a space available basis, the Union to use the base marquee for posting events of general interest to bargaining unit employees. Information to be posted shall be cleared through the Employer.

SECTION 4. CHILD CARE ARRANGEMENTS: The Employer agrees to provide bargaining unit employees the use of the Child Development Center IAW applicable laws and regulations. When use of this facility is unavailable, the Family Child Care Coordinator will offer assistance in helping employees locate alternative child care.

SECTION 5. EMPLOYEE ORIENTATION: The Union will provide the Civilian Personnel Office with information packets to make available to bargaining unit employees during in-processing. During in-processing, supervisors will contact AFGE Local 1709 to inform the Union of newly-assigned bargaining unit employees.

SECTION 6. PARKING: The Employer will provide general parking areas in close proximity to facility work sites. Employees can park their POVs in open spaces in these lots. The Union President, Executive Vice President, and two Chief Stewards will be provided a reserved parking place. Location will be agreed upon between the Squadron Commander and the Union official.

SECTION 7. PERSONAL FACILITIES:

A. In the event unit employees work in an area where water fountains are not accessible, the Employer will provide chilled potable water.

B. Employees will be provided lockers/space as required to safeguard official equipment and personal belongings. Locker facilities will be as close as to the employee's work area as possible. They will be large enough to safeguard official equipment, protective clothing and foul weather gear as required (in some cases this will require full size lockers). The lockers may also be used to safeguard employees' personal belongings. Personal belongings left in lockers shall be the sole responsibility of the employee. Lockers will be in an area away from toxic chemicals.

C. If necessary, lockers will be subject to inspection for just cause in the presence of the employee. If the employee is not readily available, the Employer and a Union Representative shall be present during the entire time the locker is open. A complete inventory will be taken by the Employer and verified by the Union Representative. The locker will then be locked and a copy of the inventory will be given to the employee and reviewed as soon as he/she is available.

D. Locker facilities will be arranged, if possible, to provide privacy for male/female employees to change clothes.

SECTION 8. SHOWERS: Shower facilities will be provided for employees who perform their duties in a work environment which requires them to shower. Where practical, showers will be equipped with doors or curtains to ensure a degree of privacy. Each shower will have hot and cold water as well as bath soap. The Employer will be responsible for maintenance of the showers. The employee will clean up personal items after themselves.

SECTION 9. EMERGENCY SHOWERS AND EYEWASH: In areas where chemicals are stored, handled or used, emergency showers and eye wash fountains will be serviceable and maintained by the Employer in accordance with AF regulations or instruction. These facilities will be clearly identified. Where permanent emergency showers and eye wash fountains are not feasible for installation, portable ones will be provided. Following the emergency use of emergency showers, if it is necessary for an employee to go home to change clothes, the supervisor may excuse the employee.

SECTION 10. SANITATION FACILITIES: Facilities will be made available within the constraints of existing applicable standards (including handicap accessible facilities). The Employer agrees to provide hot water to meet employees' clean up requirements, covered trash cans, and to keep adequate supplies available to maintain latrine and clean-up areas. The Employer will be responsible for all facilities to be adequately cleaned; however, the employee will be responsible for cleaning up personal items after themselves.

SECTION 11. ACCESS:

A. Employees will not be denied access to personal facilities. In the event required maintenance is needed which would close a facility, employees will be notified of such and the Employer will provide the nearest alternative facility until the permanent one is repaired and available.

B. Employees are allowed access to Services Squadron facilities IAW governing directives.

C. Requests for the use of Dover AFB facilities for Union activities will be made in advance and will be in accordance with existing regulations. The Union will be responsible to leave the area as they found it.

SECTION 12. PRINTING AND PUBLISHING THE CONTRACT: Lettering on the front of the Contract shall be equal in size and shading on the words "Dover Air Force Base" and Local 1709, American Federation of Government Employees (AFL-CIO)". It shall read as follows and be centered on the front of the document: "Labor-Management Contract between Dover Air Force Base, Delaware (436 AW Logo) and Local 1709, American Federation of Government Employees (Logo)" and Effective Date. The words "America's Preeminent Expeditionary Airlift Team" will be printed below "Dover Air Force Base, Delaware." The Employer shall provide the Union 50 large (8 ½" x 11") reproducible signed copies of the final Contract for its use. These will be provided 15 working days after Contract is approved. The Employer agrees to publish and furnish to the Union 1200 5 ½ x 8 ½ sized copies of the Contract for the bargaining unit employees.

SECTION 13. SPACE IN THE AIRLIFTER: The Employer agrees to accept news articles from the Union for publication in the Airlifter.

SECTION 14. WORKSITE TRANSPORTATION FOR EMPLOYEES:

A. When required, the Employer is responsible to provide employees transportation to and from all worksites.

B. Where an employee described in Paragraph A above has been transported to a worksite, time in transit will not be included as part of the employee's break.

C. Time spent at a worksite beyond scheduled duty time will be considered overtime worked.

D. When the employee is required to use their Privately Owned Vehicle (POV) to conduct government business, they will be reimbursed the current travel rate. If the employee chooses to use personal transportation in lieu of government transportation, they will not be eligible for compensation.

ARTICLE 34

MID-TERM BARGAINING

SECTION 1. The Union may request to negotiate on matters affecting changes to conditions of employment where the subject is not already specifically covered by provisions of this agreement.

SECTION 2. Ground Rules:

A. Management will provide an adequate location and equipment for conducting negotiations.

B. Negotiation agreements will be documented by a written memorandum of understanding and signed by both parties. The MOU will be effective when signed by both parties. The MOU will normally remain in effect during the term of the contract.

C. Negotiations will be conducted as frequently as necessary, normally twice a week, for approximately 3-hour sessions on mutually agreeable dates

D. Either party may call a caucus at any time without the consent of the other party. Caucuses will not normally last for more than 15 minutes with every effort made to avoid unnecessarily delaying negotiations.

E. Each negotiating team will consist of not more than 2 members. If the Employer brings more than two members, the Union is entitled to equal numbers of members on official time as management. Subject matter experts may be called at the request of either Chief Negotiator and will be excused upon completion of their expertise.

F. During negotiations if any participant reasonably believes that physical confrontation or verbal abuse is imminent, he/she may call for a reasonable break to “cool off.” The break will normally be one hour, but usually not more than 24 hours in duration. Breaks outside of this range will be upon mutual agreement. The parties recognize that such a “cooling off” period may be conducive to effective relationships. Negotiations will resume or be rescheduled as soon as practicable after the “cooling off” period.

ARTICLE 35

BASE INFORMATION TRANSFER SYSTEM (BITS)

The Employer agrees to allow the Union to disseminate information via BITS to bargaining unit employees as follows: normally no more than 4 times per year, but will not exceed 6 times per year, no more than 1 sheet of paper along with an envelope properly addressed (with labels), information will not be scandalous, untruthful, unlawful or include Employer bashing language (the Employer reserves the right to make this determination). The Union will submit the proposed document to the Chief, Labor and Employee Management Relations, for review and come to a mutual agreement prior to dissemination.

ARTICLE 36

TOBACCO USE

SECTION 1. Reference AFI 40-102, Tobacco Use in the Air Force, paragraph 1.2.2, the words “on a space available basis” do not apply to bargaining unit employees represented by AFGE Local 1709.

A. Bargaining unit employees are entitled to attend and complete a tobacco cessation course as provided by the health and wellness center on duty time, unless prevented by circumstances beyond their control. This in no way precludes an employee from attending subsequent courses on their own time.

SECTION 2. Reference AFI 40-102, paragraph 2.2, the words “and the use of smokeless (spit/loose tobacco) products” do not apply to bargaining unit employees.

SECTION 3. When designating new tobacco use areas, which includes providing some protection from the elements, that will be used by civilian employees who use tobacco or in response to concerns relating to current areas that are used by appropriated fund civilian employees represented by AFGE Local 1709, the squadron commander or designee will notify the Union. The Union may then request to bargain.

ARTICLE 37

SUPERVISOR’S RECORD OF EMPLOYEE

SECTION 1. The supervisor’s record of employee will be maintained in accordance with applicable regulations and used to record events in the employee’s work history. These records may include but are not limited to: Position Description, Performance Plan (or Core document), automated AF Form 971, career brief, training records, notes of SF-50’s (Notices of Personnel Action), awards, leave records, counseling notes or memos, or records of disciplinary comments/actions. The employee will have the right to review the supervisor’s record of the employee at reasonable intervals and upon reasonable notice.

SECTION 2. The supervisor’s record of employee will be safeguarded and stored in a manner to insure that access to such records is limited to supervisors or other agency officials as appropriate to the circumstances.

SECTION 3. The employee will be informed of any significant events or discussions (that are deemed derogatory or negative) documented on the AF Form 971. The employee has the right to have one rebuttal per significant event placed in the Supervisor’s Record.

ARTICLE 38

UNION HALL

SECTION 1. The Employer will provide an office approximately 10’ by 15’ in Bldg 722, Room 38.

A. The office will be provided with the following amenities: One (1) telephone and one (1) non-DSN telephone line (for base and local calls), four office chairs (two with wheels; two without wheels); two (2) desks; and one (1) lockable two-drawer file cabinet. The office amenities shall be standard Government property in good, working condition.

B. In accordance with AFI 32-9002, *Granting use of Air Force Real Property*, and AFI 32-9007, *Managing Air Force Real Estate*, a real estate legal instrument will be accomplished covering the space provided to the Union.

C. For privacy reasons, the Employer will permit the Union to utilize a conference room to conduct meetings for representational purposes. The Union agrees to give the Employer no less than 24-hours notice of its intent to use the conference room. In the event the conference room is not available at the requested time, the Employer will provide the Union with first available dates and times when the conference room may be used by the Union, and the Union may reserve the conference room for that time.

D. The Union will have unrestricted access to its office space in Building 722 during the building's hours of operation. The Union will be provided one key to room 38.

E. The Union is responsible for maintaining and cleaning its office. The Union is not responsible for normal wear and tear to office amenities, but is obligated to replace any items which it damages or destroys, or chooses to replace for its own convenience. The Employer will replace/repair office amenities when the parties mutually agree it is necessary to do so.

F. There is no cost for the space or equipment provided by the Employer.

SECTION 2. The Employee agrees that if the Union Hall becomes unusable for reasons beyond the Union's control, the Employer will temporarily provide space to carry on Union business for a reasonable period of time until the Union can move back or obtain other suitable facilities.

ARTICLE 39

RESERVE AIRCREW TIME AND ATTENDANCE

(Only applies to Air Reserve Technician (ART) Flight Engineers and ART Loadmasters in Bargaining Unit)

SECTION 1. Pre-Departure Crew Rest. Aircrew members must comply with flight duty periods and crew rest period as required. To the maximum extent possible, civilian aircrew duty days should be scheduled/adjusted to coincide with the flying schedule. When situations arise and aircrews are required to remain in crew rest past their scheduled workday, reporting time or enter crew rest during the civilian workday, the following options will apply:

A. If the flight/flight duty for which the employee is in a crew rest status will be performed in civilian status, then no leave is charged.

B. If the flight/flight duty for which the employee is in a crew rest status will be performed in military status, then the employee will either take annual leave, LWOP, accrued compensatory time, or accrued credit hours, or adjust his/her duty day to accommodate the crew rest requirement.

SECTION 2. On Call/Standby – (see Article 25, Section 7).

SECTION 3. Tours of Duty

A. The tour of duty and hours of work for ART aircrew members engaged in long distance flights is governed by and charged to the directed reporting for duty time each day. The ART aircrew member's work begins at the directed reporting time for pre-flight/preplanning duties based on the proposed takeoff time and ends upon completion of post-flight duties and excusal from duty.

B. The employee may request an adjusted work week (work week change) to preclude the use of leave for scheduled days off on a mission or for other similar reasons.

C. When temporary duty (TDY) on a scheduled workday, and through no fault of the employee, an employee starts work but less than 8 hours of work are performed, the employee is credited with 8 hours total duty. Regardless of the reason and irrespective of whether within the employee's control, if employees do not report for work they are placed in the appropriate leave category or have their workweek rescheduled. Constructive credit hours may not be granted if there is no work to be performed at the TDY location and it is known prior to the start of the employee's civilian workday. In addition, constructive credit hours may not be granted at home station. AFRC flying units maintain time and attendance reports on the AFRC Form 4, Air Reserve Technician (Aircrew) Work Hours Report.

ARTICLE 40

INFORMAL ULP PROCEDURE

SECTION 1. The Employer and the Union agree that before either party files a formal Unfair Labor Practice (ULP) charge against the other with the Federal Labor Relations Authority (FLRA), the following procedure may be used in an attempt to informally settle the alleged charge.

A. **Step 1.** If the Union is the charging party, a copy of the informal ULP charge will be provided in writing to the Deputy Commander, 436th Support Group. In the event the Employer is the charging party, the informal ULP charge will be provided in writing to the President, AFGE Local 1709.

B. **Step 2.** Two Management representatives and two Union representatives will meet within ten (10) calendar days after receipt of the informal ULP charge. They will have up to 10 calendar days from receipt of the informal ULP charge to attempt resolution. An additional 10 calendar days will be allowed, if either party requires it, with notification to the other party.

C. **Step 3.** If resolution has not been reached through the informal process, the charging party may choose to file formal charges with the FLRA.

SECTION 2. Nothing in this agreement is intended to preclude either Party from using the procedures established by the FLRA to resolve alleged unfair labor practice charges. However, it is the intention of the parties to use this informal procedure as an alternate dispute resolution method to resolve disputes.

Signed this 28th day of August 2008:

FOR THE UNION:

FOR THE EMPLOYER:



BRENT E. REYNOLDS
President, AFGE Local 1709



STEVEN B. HARRISON, Colonel, USAF
Commander, 436th Airlift Wing

UNION NEGOTIATING TEAM

Brent E. Reynolds
Barry Brown
Daniel Sacco
Pete Buono
Dan Harrington

ALTERNATES

Richard LaBrake

MANAGEMENT NEGOTIATING TEAM

Lt Col Michael Czarniak
Margie MacLeish
Charlene Dubbels
Terri Bald
Colette McCulley

ALTERNATES

Lt Col Jim Mills
Maj Richard Gentsch
CMSgt Jim Schilling
Ed Bohl
Richard Cook
Nancy Dunn
Bob Spragg

Approved by the Department of Defense on 28 August 2008 to be effective on 28 August, 2008.