

**NEGOTIATED NON-APPROPRIATED (NAF) AGREEMENT
BETWEEN
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
LOCAL 1709**



**AND
DOVER AIR FORCE BASE**



Effective Date: 27 November 2017

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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, the parties agree the Employer will assign those duties and responsibilities at its sole discretion keeping with what is specified in this Agreement. The parties also agree that references to “the supervisor” or “second-level supervisor” throughout the Agreement are for illustrative purposes and may not prevent management from designating any management official it deems necessary to perform duties and responsibilities identified in the Agreement.

SECTION 4. This Agreement must be read as a whole not just in part as more than one article/section may apply.

WITNESSETH

The purpose of this Agreement is to promote and improve the effective and efficient administration of the Federal Service and the well-being of employees within the meaning of 5 U.S.C. Sec. 71. Therefore, in recognition of their respective rights and obligations, the parties are bound and 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 represented by AFGE Local 1709 is comprised of all Air Force appropriated fund (APF) nonprofessional, wage grade (WG), wage leader (WL), general schedule (GS), and police officer employees, and all Air Force non-appropriated fund (NAF) employees serviced by the APF and/or NAF Personnel Office(s) located at Dover AFB. All supervisors, management officials, professional employees, firefighters, and employees described in Title 5 of the United States Code, Section 7112(b)(2), (3), (4), (6), and (7) are excluded.

SECTION 3. This Agreement applies to all Air Force non-appropriated fund (NAF) employees serviced by the NAF Personnel Office located at Dover AFB. All Air Force appropriated fund (APF) nonprofessional, wage grade (WG), wage leader (WL), general schedule (GS), and police officer employees serviced by the APF Civilian Personnel Office are not covered by this Agreement.

ARTICLE 2

PROVISIONS OF LAWS AND REGULATIONS

SECTION 1. In the administration of all matters covered by this Agreement, the Parties are governed by: Laws, Executive Orders, the Code of Federal Regulations (CFR), government-wide rules and regulations; any published Agency (DOD) and Department of the Air Force instructions in existence at the time the Agreement was effective (which means: approved by the Agency, signed by the Parties, and in effect); and subsequently published Agency 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, Executive Orders, or government-wide regulations. If there is such a conflict, the laws, Executive Orders, and government-wide regulations shall prevail over the terms of this Agreement.

SECTION 3. Where new or existing provisions of Agency and/or Air Force Instructions issued after the effective date of this Agreement are in conflict with this Agreement, the Parties agree the terms of this Agreement prevail.

ARTICLE 3

POLICIES, PRACTICES AND PROCEDURES

GENERAL. Both Parties agree pre-decisional involvement between the Employer (including the NAF Human Resources Office) and the Union enhances the labor-management relationship, employees' work-life quality, communication, productivity, and mission accomplishment and improves the timeliness of resolution. Pre-decisional involvement is strongly encouraged by both Parties.

SECTION 1. Prior to implementing or informing employees of proposed changes to personnel policies, practices, and procedures that affect bargaining unit employees, the Employer shall notify the Union President in writing. Emergency situations can be verbally communicated as soon as possible, followed up by written notice.

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, i.e., DOD, the Department of the Air Force, MAJCOM, and Dover AFB, they may be subject to bargaining.

2.1. Therefore, all such changes shall be submitted promptly upon receipt and prior to implementation, to the Union for review, by the Office of Primary Responsibility (OPR) or by the NAF Human Resources Office.

2.2. The Union will have seven (7) work days to respond in writing to the OPR and/or the NAF Human Resources Office. The Union may request a one-time seven (7) day extension to respond consistent with the complexity of the subject matter and the deadlines set by higher authority.

2.2.1. Request for Clarification.

2.2.1.1. If the Union responds requesting clarification on the proposed changes, the OPR will coordinate their response with the NAF Human Resources Office prior to responding to the Union's clarification request.

2.2.1.2. The Employer will respond to the Union's request for clarification within seven (7) work days.

2.2.1.3. The Union shall have seven (7) work days following receipt of the response to submit its intent to bargain.

2.2.2. Intent to Bargain.

2.2.2.1. If the Union responds to the OPR with its intent to bargain, the Union shall include their specific concerns and the issue(s) they intend to bargain. The Union shall also submit a copy to the NAF Human Resources Office.

2.2.2.2. The Employer will respond in writing within seven (7) work 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 when deemed necessary by both Parties.

SECTION 4. Questions.

4.1. Any questions or disputes (e.g., interpretation, definitions, coverage, etc.) involving published/existing policies, instructions, or regulations affecting personnel policies, practices, or procedures, or conditions of employment shall be forwarded by the Union to the NAF Human Resources Office for clarification of questions or disputes. The NAF Human Resources Office will acknowledge receipt of the Union's request within three (3) work days and provide a response within ten (10) work days. Additional time will be allowed as needed, i.e., elevation to higher authority, etc.

4.2. 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.

SECTION 5. Rules or regulations that are necessary for the security of the installation/personnel when there is an imminent threat, natural disaster or other emergency will be implemented immediately. This includes Special Security Instructions (SSIs). The Union will be notified immediately and bargaining obligations will be met as soon as possible. This does not limit the Employer's rights under 5 U.S.C., Section 7106(a) (2) (D) or the Union's rights under 5 U.S.C., Section 7114.

ARTICLE 4

TERM OF AGREEMENT AND METHOD OF AMENDMENT

SECTION 1. This Agreement shall remain in full force and effect and shall be binding upon the Parties for a period of three (3) years from the effective date (signed by the Parties and approved by the DoD) and, subject to DoD review thereafter in accordance with 5 U.S.C. Section 7114(c)(3), shall be extended for one year periods, unless either Party shall notify the other Party in writing not more than 105 calendar days, nor less than 60 calendar days prior to the expiration date, or to any subsequent anniversary date. The terms of this Agreement will remain in full force and effect during the renegotiation of said Agreement until such time as a new agreement is approved and in effect, unless the Parties mutually agree to a modification or amendment to this Agreement.

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 regulations 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, subject to Agency head review.

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. The Union further agrees to guard against the use of excessive time and to conduct authorized business in an efficient manner.

SECTION 1. Coverage.

1.1. Subject to the provisions and limitations below, official time will be allowed when representing the Union or employees when:

1.1.1. presenting grievances at any step of the Negotiated Grievance Procedure or associated Alternate Dispute Resolution (ADR) procedures;

1.1.2. preparing for and representing an employee or the Union at an arbitration hearing;

1.1.3. preparing for and attending meetings scheduled by management;

1.1.4. meeting and conferring or consulting with management, to include responding to management-initiated correspondence;

1.1.5. representing an employee in appeal hearings covered by statutory procedures;

1.1.6. representing the Union on approved committees authorized by this Agreement or future agreed upon committees;

1.1.7. representing the Union on the DoD wage fixing authority wage survey teams or other mutually agreed upon labor management fact-finding studies; (note: for example, the Employee Viewpoint Survey for LMFs)

1.1.8. meeting/conferring or consulting with employees;

1.1.9. investigating/researching employee concerns/complaints;

1.1.10. preparing employee/Union grievances and appeals;

1.1.11. serving as an observer in an adverse action third party proceeding or grievance procedure where the Union is not the bargaining unit employee's representative (subject to approval of the hearing officer in charge of the proceeding);

1.1.12. representing the Union in formal discussions involving personnel policies, practices, working conditions, or grievances, and in investigatory interviews, between bargaining unit employees and management;

1.1.13. attending an interview between an employee and supervisor or designee, when the employee has a reasonable basis to believe that a disciplinary action might result and the employee requests the presence of a Union representative (Weingarten right);

1.1.14. preparing and participating in Labor Management Forums and Sub Labor Management Forums;

1.1.15. participating in informal Unfair Labor Practice resolution proceedings with management officials;

1.1.16. assisting an employee, when designated as their representative, in preparing a response to a proposed action;

1.1.17. participating in term contract negotiations;

1.1.18. participating in mid-term negotiations;

1.1.19. attending impasse proceedings during the time the employee would otherwise be in a duty status;

1.1.20. participating in any phase of proceedings before the Federal Labor Relations Authority (FLRA);

1.1.21. traveling to/from the Union office and on-base meetings to accomplish any of the above;

1.1.22. training purposes, to include travel time (when travel time is conducted during a duty status) (Note: Joint labor-management training will not be counted against the bank of hours); and,

1.1.23. lobbying Congress on *desired* legislation (Note: lobbying Congress on *pending* legislation is contrary to the DoD Appropriations Act and is therefore prohibited).

1.2. No official time shall be authorized for activities not listed or referenced in this Article, unless mutually agreed to by the Parties.

1.3. Official time is prohibited for any activity relating to the internal business of the Union (including such activities as the solicitation of membership, election of Union officials, collection of membership dues, financial accounting, etc.).

1.4. Official time for items 1.1.17. through 1.1.20. above is provided for under the Statute and therefore is not counted against the official time banks in this Article, provided it is properly documented with Representational Codes "BA: Term Negotiations" and "BB: Mid-term Negotiations" as identified in Section 5.8. below.

1.5. The Parties agree APF representational duties involving the use of official time will be performed by APF representatives for the purpose of representing APF employees. Exceptions may be permitted when it promotes effective dealings.

SECTION 2. Authorized Time.

2.1. Union President.

2.1.1. It is understood that, due to the responsibilities of AFGE Local 1709, a NAF President shall be granted a bank of 520 hours of official time.

2.1.2. The President may also request Annual Leave, Leave Without Pay or use previously earned compensatory time to perform representational duties. In addition to the official time identified above, the Union President may be authorized up to 16 hours of official time to attend the AFGE annual Legislative Conference (every year). Additional time for similar representational activities may be granted by mutual agreement between Management and the Union.

2.2. Official Time for Union Officers (Excluding the President) and Stewards.

2.2.1. An initial bank of official time will be granted, without loss of pay or benefits, not to exceed 400 hours per contract year, to represent bargaining unit employees and attend meetings as authorized under the terms of this agreement and 5 USC 71.

2.2.2. In the event the bank of hours set aside for official time is exhausted, a contingency bank of official time, not to exceed an additional 200 hours, will be granted per contract year, to represent bargaining unit employees and attend meetings as authorized under the terms of this agreement and 5 USC 71.

2.2.3. In the event both banks of hours identified above are exhausted, additional time may be granted by mutual agreement.

2.2.4. 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. At times, these officers are required and may use up to 100% of a duty day to carry out their representational duties.

2.3. and 2.4. Left intentionally blank.

2.5. Training. It is understood training is in the best interest of all parties to include the public. Training under this Article will generally cover such areas as contract administration, handling of statutory actions such as grievances and information related to Federal/Labor relations Laws, Regulations, and Procedures. Training and Travel will be paid for by the Union. Requests for additional time for training will be reviewed on a case by case basis.

SECTION 3. Other.

3.1. Left intentionally blank.

3.2. For work centers where there is more than one union official/steward, the Union understands the absence of more than one representative at the same time may cause a negative impact to the mission and will therefore minimize such absences.

3.3. 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.

3.4. 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. (From Section 5 below)

3.5. 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. (From Section 5 below)

3.6. Left intentionally blank.

SECTION 4. Committees. The Union shall be given the opportunity to appoint representatives to the following committees as specified below:

4.1. The NAF Awards Committee (1 Union representative)

4.2. The Wing Occupational Safety and Health (OSH) Council (1 Union representative)

4.3. Voluntary Protection Program (or equivalent) (2 Union representatives)

4.4. Labor Management Forum and Sub Labor Management Forums (in accordance with the applicable Charters)

SECTION 5. Coordination and Documentation of Official Time.

5.1. Both the Union and the Employer recognize the Employer's obligation to assure official time allowed for such duties is accounted for properly and therefore agree official time must be requested and documented appropriately.

5.2. The Union agrees that Union officers and stewards will coordinate the use of official time as far in advance as practicable or as soon as known with their respective supervisor.

5.3. This coordination will include:

1-purpose of the request (as described in Section 1 above);

2-timekeeping code (as described in Section 5.8 below);

3-estimated time of departure and return;

4-estimated length of official time, i.e., 1 hour, 2 hours;

5-the location/destination where the official may be found, and

6-a means to contact the official if needed, i.e., phone number, point of contact.

5.4. When available, coordination of official time will be completed using the Official Time Request Form at the end of this article. The Union official will submit the request to the Employer through the immediate supervisor. If the immediate supervisor is unavailable, the request will be submitted to the next level supervisor in the management structure (aka chain of command) who is available. If written or electronic means are unavailable, verbal contact will be made with the supervisor and followed by completing the form as soon as possible afterwards. A copy of the completed form(s) will be provided to the Union President monthly.

5.5. The Employer understands that issues or events will occur with short notice that require the union officials' prompt attention. If any conflict arises on official time, Union officers/stewards will work out a mutually agreeable solution with the respective immediate supervisor.

5.6. Union representative will obtain approval to use official time from the Agency through the supervisor before leaving their assigned duty station. If the Employer denies any request for official time due to an urgent workload, the supervisor will immediately notify the requestor verbally and follow-up with documentation of the reason(s) for the denial. In situations where the workload in a representative's area precludes approval of official time by the representative's supervisor, the supervisor shall specify an alternative time which will usually be within 24 hours of the requested time.

5.7. When it becomes known that more official time is needed than originally approved the Union official will make a reasonable effort to contact their supervisor and request additional official time. Upon completion of the task giving rise to the use of official time the representative will return to their respective work center and report the actual amount of official time they used to the immediate supervisor or designee.

5.8. Timekeeping Codes. 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 following representational codes will be used for official time:

- BA: Term Negotiations
- BB: Mid-term Negotiations
- BD: Labor Management Relations
- BK: Grievances

5.9. The Union President and NAF Human Resources Office will review the use of official time on a quarterly basis.

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 U.S.C. Sec 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 Sec 71.

ARTICLE 7

RIGHTS OF THE EMPLOYER

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

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

1.2. In accordance with applicable laws:

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

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

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

1.2.4. 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:

2.1. 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;

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

2.3. 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 manage or make decisions regarding 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 U.S.C. Sec. 7114.

SECTION 2.

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

2.1.1. Proposals/options shall be evaluated against agreed upon criteria such as, are they fair, equitable, workable, legal, affordable, etc.

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

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

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

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

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

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

2.1.8. 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 proceedings before the Federal Service Impasses Panel (FSIP), which may include final and binding arbitration under procedures approved by the Panel.

2.2. 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 Regular bargaining unit employees based on their Service Computation Date-Leave (SCD-LV) and a seniority roster of Flexible bargaining unit employees based on their “Date Hired.” These rosters will be used for the purposes of determining such things as 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. General.

1.1. The employee’s official position description (such as AF Form 1702 and AF Form 1065) 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.

1.2. 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.

2.1. 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 NAF Human Resources Office (HRO). NAF HRO will review the updated position description and follow established procedures to determine any classification impact.

2.2. 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.

2.3. 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 NAF HRO 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. Changes.

3.1. The Employer will inform the Union in writing as soon as possible when significant changes (such as reorganization, business based actions (BBAs), or changes in work assignments) will be made in the duties and responsibilities of positions held by bargaining unit employees.

3.2. 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. Telework may be a suitable option to consider for temporary, limited-duty accommodation and may be considered on a case-by-case basis.

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 (12 months or more, or indefinite) disability, the employee may, request reassignment and/or change to lower grade, retire (if eligible), 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 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 appropriate arrangements (see Glossary) and consider the recommendation of the Union.

SECTION 2. Temporary Promotions and Details.

2.1. "Temporary promotion" is defined as a temporary change of an employee from one grade or pay band to a higher grade or pay band within the same pay schedule. A temporary promotion may also result when changing from one pay schedule to another pay schedule. The employee selected shall be qualified for and temporarily promoted to such higher grade position in accordance with applicable rules and regulations.

2.2. "Detail" is defined as a temporary assignment of an employee for a specified period, to a position different from the employee's regular assignment, including higher or lower graded positions, without a change in pay for a period not to exceed 60 days. An employee returns to his or her original position at the end of a detail. Details are used to meet temporary needs, when work requirements cannot be met by other desirable or practical means. Details shall be administered in accordance with applicable rules and regulations.

2.3. No temporary promotion or 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 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.

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 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. Definitions. The parties agree that certain operations are necessary to maintain services. Positions will be identified by category as Emergency or Mission Essential Level (MEL) 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.

3.1. Emergency Essential – Employees who provide emergency services. Emergency essential employees are expected to remain or report for duty, regardless of the conditions or weather situation. Typically, these are medical personnel, police officers, snow removal crews, food service workers and others designated by commanders/equivalent management official. Emergency employees may not be granted administrative leave.

3.2. Mission Essential Level 1 (MEL1) – Employees who provide base civil engineer support services. (These employees are not limited to 436 CES.)

3.3. Mission Essential Level 2 (MEL2) – Employees who provide essential services for both flight line and non-flight line operations.

3.4. Mission Essential Level 3 (MEL3) – 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 MEL3 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 4. The Employer agrees that only NAF regular employees designated as MEL 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, employees in all MEL categories will report to work in accordance with instructions from their work center supervisor or media broadcasts. If instructions differ, supervisory instructions prevail. Employees in MEL categories may be required, based on an assigned MEL number, to remain or report for duty on an as-needed basis to accomplish necessary mission operations.

SECTION 5. 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 6. 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 MEL category for that event.

ARTICLE 14

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ARTICLE 15

BUSINESS BASED ACTIONS (BBA)

SECTION 1. The Employer will keep the Union abreast of BBAs.

SECTION 2. The Employer will follow existing rules/regulations for accomplishing BBAs.

ARTICLE 16

EMPLOYMENT OPPORTUNITIES

SECTION 1. NAF employees will be informed annually where to apply for other NAF employment opportunities.

SECTION 2. The Employer will give consideration to bargaining unit employees when filling NAF positions.

SECTION 3. The Parties encourage the use of interviews as a valuable tool to determine the best candidate when filling a position. 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.

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.

SECTION 2. Performance Standards development. Individual employee work requirements and performance expectations will be documented in writing and communicated to the employee. The purpose of this discussion/ communication is to ensure there is a clear and common understanding between the employee and the supervisor of what is expected of the employee concerning his/her duties, responsibilities, and performance expectations.

2.1. Supervisor's Responsibilities.

2.1.1. Supervisors will provide work requirements and performance expectations to their employees within 30 calendar days of: (1) assignment, (2) new supervisor, or (3) the commencement of a new appraisal period.

2.1.2. The supervisor shall assure the employee is apprised of the organization's mission and goals and will initiate a dialogue with the employee to discuss the employee's duties and responsibilities in relation to the mission.

2.1.3. The supervisor shall encourage employee participation/dialogue/feedback in reviewing performance standards with the goal of reaching a clear and common understanding concerning performance expectations.

2.1.4. While the supervisor is responsible for considering the employee's input into the work requirements and performance expectations, the supervisor will ultimately decide which duties and performance standards will be assigned.

2.1.5. The supervisor will document the work requirements and performance expectations in writing in accordance with the Performance Standards – Documentation Section 2.5. below.

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2.1.7 If, in determining the work requirements and/or performance expectations, it is necessary to update the position guide i.e., AF Form 1702, the supervisor should contact the NAF HRO.

2.2. Employee's Responsibilities.

2.2.1. Employees should provide input to the supervisor concerning work requirements and performance expectations, recognizing the supervisor ultimately decides which duties and performance standards will be assigned.

2.2.2. Employees should carefully review performance expectations provided by the supervisor and ask questions, seek clarification, and attempt to reach a clear and common understanding concerning performance expectations.

2.3. Performance Expectations.

2.3.1. Performance expectations (also known as "standards") are based on the duties of the position which are identified in the position description, i.e., AF Form 1065.

2.3.2. Performance expectations articulate how an employee is to accomplish the duties of their position, usually described in terms of quality, quantity, timeliness, and manner of performance.

2.3.3. Performance expectations can identify specific goals/objectives, measurements, and/or timeframes.

2.3.4. Performance expectations should be aligned with the organization's mission and goals.

2.3.5. Performance expectations identify at least acceptable performance.

2.3.6. Performance expectations should be fair and applied specifically to employee(s) so that job performance can be properly evaluated

2.4. Developing and Delivering Performance Standards with Expectations.

2.4.1. The supervisor should solicit input/comments/feedback from the employee(s) and provide adequate time for the employee to respond, i.e., not less than 3 days.

2.4.2. When the employee provides input to the supervisor, the supervisor and employee shall engage in meaningful dialogue for the purpose of reaching a clear and common understanding concerning performance expectations.

2.4.3. The employee shall be considered to have provided input if the employee does not respond to the supervisor's request for input/comments/feedback.

2.4.4. Soliciting/providing input on performance expectations may be accomplished by means including, but not limited to, the following:

2.4.4.1. Employee(s) and supervisor discuss, review and develop the performance expectations together;

2.4.4.2. Employee voluntarily provides one or more draft performance standard(s) to the supervisor outlining performance expectations;

2.4.4.3. Supervisor provides a draft performance standards to the employee outlining performance expectations;

2.4.4.4. With supervisory approval, a group of employees assigned to the same/similar position description could voluntarily meet to develop a performance standards outlining performance expectations for presentation to the supervisor;

2.4.4.5. The supervisor holds a meeting with the employee to deliver the performance standards, with the goal of reaching a clear and common understanding concerning performance expectations.

2.5. Documentation

2.5.1. The individual work requirements and performance expectations shall be documented in writing using one or more of the following methods:

2.5.1.1. Position guide, i.e., AF Form 1702;

2.5.1.2. Work Center Checklists;

2.5.1.3. Locally Generated Document, i.e., training guides, etc.

2.5.2. The supervisor must sign the appropriate form (as described above)

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2.5.5. The supervisor will annotate the Supervisor's Employee Work Folder with a statement similar to the following: "The employee was given the opportunity to provide input/comments/feedback previously on [date, i.e., 4 Apr] and discussed on [date, i.e., 12 Apr]. Supervisor and employee reviewed performance standards outlining expectations on [date, i.e., 25 Apr]." Both supervisor and employee initial/date the entry.

2.5.6. The Supervisor shall provide the employee a copy of the AF Form 1702.

SECTION 3. Award criteria. Supervisors and employees are highly encouraged to collaboratively develop award criteria. If used, criteria for considering an employee for a performance award will be documented in writing and communicated to the employee in accordance with the instructions below. The discussion should clearly identify what is expected above work requirements and performance expectations for a supervisor to consider recommending a performance award.

3.1. Supervisor's Responsibilities.

3.1.1. Supervisors **who** provide criteria for being considered for a performance award (above work requirements and performance expectations identified as described in Section 2 above) to their employees **should do so** within 30 calendar days of: (1) assignment, (2) new supervisor, or (3) the commencement of a new appraisal period and review when providing performance feedback.

3.1.2. Award criteria shall identify performance expectations above and beyond acceptable performance.

3.1.3. The supervisor shall encourage employee participation/dialogue/feedback in establishing/revising award criteria with the goal of reaching a clear and common understanding concerning expectations for being considered for a performance award.

3.1.4. While the supervisor is responsible for considering the employee's input into the award criteria, the supervisor will ultimately determine the award criteria.

3.1.5. **If award criteria is used**, the supervisor will document the award criteria in writing in accordance with the Award Criteria – Documentation Section below.

3.2. Employee's Responsibilities.

3.2.1. **When award criteria is used**, employees should provide input to the supervisor concerning criteria for being considered for a performance award (above work requirements and performance expectations), recognizing the supervisor ultimately determines the award criteria.

3.2.2. Employees should carefully review award criteria provided by the supervisor and ask questions, seek clarification, and attempt to reach a clear and common understanding concerning award criteria.

3.3. Documentation.

3.3.1. **When used**, criteria for being considered for an annual performance award shall be documented in writing using a memorandum format.

3.3.2. The supervisor must sign the memorandum certifying the award criteria as the Rating Official.

3.3.3. The employee should sign the memorandum acknowledging receipt of the award criteria; signature does not indicate agreement or disagreement.

3.3.4. The supervisor will annotate the Supervisor's Employee Work Folder with a statement similar to the following: "The employee was given the opportunity to provide input/comments/feedback previously on [date, i.e., 4 Apr] and discussed on [date, i.e., 12 Apr]. Supervisor and employee reviewed/signed the memorandum outlining criteria for being considered for a performance award on [date, i.e., 25 Apr]."

3.3.5. The Supervisor shall provide the employee a copy of the signed memorandum outlining the award criteria.

SECTION 4. Performance feedbacks. Feedback on job performance will be documented in writing and communicated to the employee. The purpose of this discussion/ communication is to ensure there is a clear and common understanding between the employee and the supervisor of how the employee is performing in relation to the expected duties and responsibilities and will include feedback on the employee's performance in relation to the award criteria.

4.1. Supervisor's Responsibilities.

4.1.1. Supervisors will provide feedback to their employees on performance in relation to work requirements and performance expectations (as described in Section 2 above):

4.1.1.1. Midterm Feedback: generally within 180 calendar days of: (1) assignment, (2) new supervisor, or (3) the commencement of a new appraisal period, i.e., April for the period of October-September;

4.1.1.2. Left intentionally blank

4.1.1.3. Informational Feedback: it is recommended supervisors give feedback to employees prior to leaving for reasons such as PCS, deployment, or change of supervisor if it has been 90 calendar days or more since the previous feedback session with the employee.

4.1.1.4. Contact the NAF HRO if you have new employees who were hired/new to your work center within the current appraisal cycle for exceptions/instructions.

4.1.2. The supervisor shall initiate a dialogue with the employee to discuss the employee's performance in relation to the employee's duties and responsibilities.

4.1.3. The supervisor should hold a meeting with the employee to discuss the performance feedback and provide the performance feedback in writing.

4.1.4. The supervisor shall encourage employee participation/dialogue/feedback in reviewing performance with the goal of reaching a clear and common understanding concerning performance and expectations.

4.1.5. The supervisor will document the performance feedback in writing in accordance with the Performance Feedbacks – Documentation Section 4.4 below.

4.2. Employee's Responsibilities.

4.2.1. Employees should engage in dialogue with the supervisor concerning performance feedback in relation to work requirements and performance expectations, recognizing the supervisor ultimately determines performance feedback.

4.2.2. Employees should carefully review performance feedback provided by the supervisor and ask questions, seek clarification, and attempt to reach a clear and common understanding concerning the supervisor's feedback on his/her performance.

4.3. Performance Feedback.

4.3.1. Performance feedback should be based on the work requirements and performance expectations as outlined in Section 2 above.

4.3.2. Performance feedback should identify how an employee is accomplishing the duties of their position, usually described in terms of quality, quantity, timeliness, and manner of performance.

4.4. Documentation

4.4.1. The performance feedback on individual work requirements and performance expectations shall be documented in writing using the AF Form 860B.

4.4.2. The supervisor must sign the AF Form 860B certifying the performance feedback as the Rating Official.

4.4.3. The employee should sign the AF Form 860B acknowledging receipt of the performance feedback; signature does not indicate agreement or disagreement.

4.4.4. The supervisor will annotate the Supervisor's Employee Work Folder with a statement similar to the following: "Reviewed performance feedback (and award criteria) with the employee on [date, i.e., 20 Aug]. Employee was provided the opportunity to provide input/comments/feedback."

4.4.5. The AF Form 860B may be prepared electronically or in hard copy and may be wet signature or electronic signature.

4.4.6. The Supervisor shall provide the employee a copy of the signed AF Form 860B.

4.4.7. Performance feedbacks shall be maintained in the Supervisor's Employee Work Folder for a period of four (4) years.

SECTION 5. Performance appraisals. Performance shall be evaluated annually and will be documented in writing and communicated to the employee. The purpose of this discussion/ communication is to provide the supervisor's assessment of job performance to the employee in relation to work requirements, performance expectations and award criteria previously discussed with the employee

5.1. Supervisor's Responsibilities.

5.1.1. Supervisors will provide an assessment of performance in relation to work requirements and performance expectations to their employees at the end of the appraisal period.

5.1.2. Supervisors may solicit input from employees for the annual assessment and will consider any input/comments/feedback provided by the employee.

5.1.3. If the employee has met the award criteria to be considered for a performance award (described in Section 3 above) the supervisor shall recommend the employee for a performance award.

5.1.4. The supervisor shall prepare the performance appraisal and document it in writing in accordance with the Performance Appraisal – Documentation Section 5.3. below.

5.1.5. Once the performance appraisal has been properly routed and all applicable signatures obtained, the supervisor shall initiate a dialogue with the employee to discuss the employee's performance and provide the employee the appraisal.

5.2. Employee's Responsibilities.

5.2.1. Employees should provide any input/comments/feedback to the supervisor concerning performance assessment and award criteria throughout the appraisal cycle.

5.2.2. Employees should carefully review the performance appraisal provided by the supervisor and ask questions, seek clarification, and attempt to reach a clear and common understanding concerning the supervisor's assessment of his/her performance.

5.3. Documentation.

5.3.1. The supervisor's assessment of the employee's performance in relation to the individual work requirements and performance expectations shall be documented in writing using the AF Form 3527.

5.3.2. The supervisor must sign the AF Form 3527 certifying the performance appraisal as the Rating Official.

5.3.3. The second-level supervisor must sign the AF Form 3527 certifying the performance appraisal as the Reviewing Official.

5.3.4. If applicable, the Activity Manager, Flight Chief and award approving official will sign the AF Form 1001 documenting approval of a performance award.

5.3.5. The employee should sign the AF Form 3527 acknowledging receipt of the performance appraisal; signature does not indicate agreement or disagreement.

5.3.6. The supervisor will annotate the Supervisor's Employee Work Folder with a statement similar to the following: "Reviewed performance appraisal with the employee on [date, i.e., 20 Apr]. Employee was provided the opportunity to provide input/comments/feedback."

5.3.7. The AF Form 3527 may be prepared electronically or in hard copy and may be wet signature or electronic signature.

5.3.8. The Supervisor shall provide the employee a copy of the signed AF Form 3527 and AF Form 1001 (if applicable).

5.3.9. Performance appraisals shall be maintained in the Supervisor's Employee Work Folder for a period of four (4) years.

SECTION 6. 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 performing representational functions.

Performance Management Documentation Worksheet for Bargaining Unit Employees

Employee's Name: _____ Date Employee Assigned: _____

Supervisor's Name: _____ Date Supervisor Assigned: _____

Performance Step	Date	Supervisor's Initials	Employee's Initials	Comment
Performance Plan				The employee was given the opportunity to provide input/comments/feedback previously on [date, i.e., 4 Apr] and discussed on [date, i.e., 12 Apr]. Supervisor and employee reviewed/signed performance plan outlining expectations on [date, i.e., 25 Apr].
Award Criteria				The employee was given the opportunity to provide input/comments/feedback previously on [date, i.e., 4 Apr] and discussed on [date, i.e., 12 Apr]. Supervisor and employee reviewed/signed the memorandum outlining criteria for being considered for a performance award on [date, i.e., 25 Apr].
Performance Feedback ‡				Reviewed performance feedback (and award criteria) with the employee on [date, i.e., 20 Aug]. Employee was provided the opportunity to provide input/comments/feedback.
Annual Appraisal				Reviewed performance appraisal with the employee on [date, i.e., 20 Apr]. Employee was provided the opportunity to provide input/comments/feedback.

Notes:

1. This worksheet is intended as a tool and is not required to be used.
2. This worksheet is intended to be used for one appraisal cycle only.
3. Worksheets shall be kept in the Employee Performance Folder (commonly kept with the Supervisor's Employee Work Folder) for a period of four (4) years.

ARTICLE 18

UNACCEPTABLE PERFORMANCE

SECTION 1. General.

1.1. Both parties recognize: (1) employees are expected to perform assigned duties and responsibilities at an acceptable level of performance, (2) supervisors are responsible for communicating performance expectations to employees, and (3) continued communication is the key to prevent poor performance.

1.2. 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 i.e., AF Form 1702.

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

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

1.5. Supervisors must follow Article 17 when evaluating an employee's performance and follow steps below using AFMAN 34-310 when an employee's performance is unacceptable:

1.5.1. Conduct informal performance discussion(s) with the employee (see Section 2 below)

1.5.2. The supervisor must advise the employee with a written warning regarding his or her work performance deficiencies, providing the employee an informal opportunity to improve performance to an acceptable level, generally 90 calendar days.

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1.5.4. Left intentionally blank

1.5.5. If performance does not improve during the 90 day warning period, provide the employee a formal performance improvement period (PIP) of not less than 30 days (in the case of a regular employee), or not less than 7 days (in the case of a flexible employee) to meet his or her performance standards.

1.5.6. Take action based on the unacceptable performance in accordance with Section 5 below.

SECTION 2. Informal discussions regarding performance deficiencies. If, during a feedback review, or at any time during the appraisal year, an employee's performance falls below acceptable, the Employer shall discuss the performance deficiencies with the employee. As necessary, the Employer shall provide assistance in the form of formal training, on-the-job training, counseling, close supervision, and/or other appropriate means. This assistance should be documented in the Supervisor's Employee Work Folder (also known as the 971).

SECTION 3. Informal opportunity to improve, i.e., written warning as identified in AFMAN 34-310, paragraph 7.1.4. Generally, an employee will be provided a minimum of 90 calendar days to bring performance up to an acceptable level. The supervisor will document in the Supervisor's Employee Work Folder: (1) the informal opportunity to improve and (2) the amount of time provided to improve. The informal opportunity to improve, i.e., written warning, will be provided in writing to the employee, identifying the requirements as outlined in the NAF regulations, i.e., AFMAN 34-310, paragraph 7.1.4.

3.1. If the employee's performance improves to an acceptable level, the supervisor will document the improved performance on AF Form 860B or AF Form 3527, as applicable, and document it in the Supervisor's Employee Work Folder.

3.2. If the employee's performance continues to be unacceptable, the supervisor will initiate a Performance Improvement Period (PIP) (See Section 4).

SECTION 4. Performance Improvement Period (PIP). PIPs will be written, provided, and explained to the employee, i.e., AFMAN 34-310, paragraph 7.1.4.2.

4.1. Supervisor's responsibilities:

4.1.1. Prepare and provide in writing the PIP to the employee using the guidance below.

4.1.2. Explain the PIP and respond to any questions from the employee.

4.1.3. The supervisor must give the employee a reasonable time to demonstrate acceptable performance. The time period should align with the level of the employee's duties and responsibilities, not less than 30 days (in the case of a regular employee), or not less than 7 days (in the case of a flexible employee)

4.1.4. Provide feedback and training to the employee as described in the PIP.

4.2. Employee's responsibilities:

4.2.1. Ask questions to clarify expectations and seek to understand the PIP.

4.2.2. Follow the PIP and actively engage in the opportunity provided to improve your performance.

4.3. The PIP shall be written in accordance with NAF Regulations, i.e., AFMAN 34-310, paragraph 7.1.4.2.

4.4. The PIP shall describe what the Employer will do to assist the employee to improve the unacceptable performance. Assistance may include but is not limited to closer supervision and counseling, personal demonstration, supervisory or peer coaching, frequent reporting, special assignments, and on-the-job or formal training.

4.5. Throughout the performance improvement period, the supervisor will provide frequent feedback (such as daily or weekly) to the employee, reviewing the PIP and the employee's performance.

4.6. At the conclusion of the PIP:

4.6.1. If performance improves to an acceptable level, the will document the improved performance on AF Form 860B or AF Form 3527, as applicable, and document it in the Supervisor's Employee Work Folder.

4.6.2. If performance remains at an unacceptable level, the supervisor will initiate a performance-based action in accordance with the guidance in Section 5 below.

SECTION 5. Taking performance-based action. If an employee's performance does not improve to an acceptable level after following the steps above, the Employer will initiate a performance-based action, such as reassignment, change-to-lower-grade, or removal, using the applicable NAF regulations.

ARTICLE 19

DISCIPLINARY AND ADVERSE ACTIONS

SECTION 1. General.

1.1. Miscellaneous.

1.1.1. This article applies to bargaining unit employees who have completed their probationary period except to the extent prohibited by law.

1.1.2. If requested by the employee, the supervisor will grant the employee a reasonable amount of duty time to prepare and present the employee's response(s) to a proposed disciplinary or adverse action. Flexible employees will not be added to the work schedule for the purpose of responding to a proposed action.

1.1.3. Where disciplinary or adverse action is warranted, the Employer will administer disciplinary and/or adverse action necessary.

1.1.4. The concept of constructive discipline will guide managers in making decisions regarding discipline. Constructive discipline is preventive in nature and is designed to develop, correct and rehabilitate employees; to encourage employees to accept responsibility for their behavior/conduct; and to prevent situations where no alternative to taking discipline exists. As part of the constructive disciplinary process, supervisors and managers should apply increasingly more severe penalties as the employee continues to breach the employee-employer relationship, also known as "progressive discipline." Misconduct of an egregious nature may be subject to the most severe discipline, up to and including removal/termination.

1.1.5. No bargaining unit employee will be the subject of disciplinary or adverse actions except for just and sufficient cause (determined by the Employer) that will promote the efficiency of the service.

1.1.6. Discipline will be administered as timely as possible.

1.1.7. Inquiries, fact-gathering, and the implementation of informal or formal disciplinary or adverse actions will involve the minimum number of people necessary and be conducted privately and in such a manner as to minimize embarrassment to the employee.

1.1.8. The parties recognize that last chance agreements are a useful tool to afford an employee an option between rehabilitation and discipline. The Employer may consider a last chance agreement as an additional tool to rehabilitate an employee.

1.2. Procedures.

1.2.1. 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.

1.2.2. The employee will receive a written decision/notice 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.

1.2.3. The written decision/notice will contain information about an employee's right to file a grievance under the negotiated grievance procedure.

1.2.4. 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.

1.2.5. Extensions of time frames will be afforded any party. Amount of time frame will be upon mutual consent and be documented.

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

SECTION 2. Weingarten Rights. (Ref: 5 USC 7114 (a) (2) (B)).

2.1. 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:

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

2.1.2. The employee requests representation.

2.2. 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.

SECTION 3. Douglas Factors.

3.1. In deciding what action may be appropriate, the Employer will give due consideration to the relevance of any mitigating and/or aggravating circumstances.

3.2. 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.

3.2.1. 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.

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

3.2.3. The employee's past disciplinary record.

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

3.2.5. 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.

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

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

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

3.2.9. 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.

3.2.10. Potential for the employee's rehabilitation.

3.2.11. 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

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

SECTION 4. Disciplinary Action.

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

4.2. When disciplinary action (as described in Section 1 above) is not necessary to correct minor conduct/behavior problems, the Employer will generally use one of the following options, annotating the action in the Supervisor's Employee Work Folder (also known as the 971):

4.2.1. Positive Contact: The supervisor reviews rules, regulations, policies, and standards of conduct with the employee to convey the supervisor's expectations.

4.2.2. Coaching Sessions: The supervisor holds a low-key, structured discussion with the employee to review problems with the goal of helping the employee acknowledge the problem and agree to correct the deficiency.

4.3. Oral Admonishments. Oral Admonishments will be administered in accordance with the applicable regulations with the exception that the oral admonishment will be removed from the record after thirteen (13) months. Six (6) months from the date of the oral admonishment, an employee may request a meeting with the supervisor to discuss deletion of the oral admonishment notations from the Supervisor's Employee Work Folder. If the situation warrants, the supervisor is encouraged to remove the notations.

4.4. Reprimands. Reprimands will be administered in accordance with the applicable regulations with the exception that a reprimand will be removed from the record after eighteen (18) months and that the supervisor will issue a written Notice of Proposal to Reprimand identifying the specific reasons for the proposed action. The employee will be provided five (5) work days to respond to the proposal. Twelve (12) months after an employee has received a letter of reprimand, he/she may request a meeting with the supervisor to discuss deletion of the letter of reprimand from the Supervisor's Employee Work Folder. If the situation warrants, the supervisor is encouraged to remove the letter of reprimand.

Note: "Five work days" five business days regardless of the employee's work schedule.

4.5. Suspensions (applies to NAF regular employees only). When the Employer proposes to suspend an employee for 14 calendar days or less, the following procedures will apply:

4.5.1. The Employer will provide the employee with a written notice of proposal to suspend using the guidance in the applicable regulations; where a conflict exists between this Agreement and the regulations, this Agreement prevails.

4.5.2. The employee has the right to make an oral and/or written reply within 5 work days after the employee's receipt of the notice of proposal to suspend. If the employee elects to have Union

representation, the Union will have 8 work days from the day the employee notifies the Union, to submit a response. The Union will notify the Employer of the date the employee elected Union representation as soon as practical in writing.

4.5.3. In cases where a suspension is proposed for reasons of off-duty misconduct, the Employer's written notification 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.

4.6. The suspension may not take effect earlier than 15 calendar days following the date the employee receives the Notice of Proposed Action.

4.7. The employee may file a grievance concerning a suspension of 14 calendar days or less directly to the appropriate step of the negotiated grievance procedure that is one level above the deciding official for the discipline within 15 work days of the effective date, i.e., first day of such suspension. (See Article 21, Negotiated Grievance Procedure, for further details)

SECTION 5. Adverse Actions.

5.1. An adverse action, for purposes of this article, is defined as a removal (for regular employee only); termination (for flexible employee only); a suspension for more than 14 calendar days (for regular employee only); and a demotion (reduction in grade or pay band) (for regular employee only); a Business Based Action (BBA) 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 – Unacceptable Performance).

5.2. For all adverse actions except termination of flexible employees (see section below), the employee will be given a notice stating the specific reasons for the proposed action 15 calendar days in advance of the action. A reduction of the 15-day notice period, to an advance notice of as little as 24 hours, is authorized with FSS commander/ director approval if retention of the employee during the notice period will:

5.2.1. Result in damage to or loss of property or funds.

5.2.2. Be detrimental to the interests of the government.

5.2.3. Impose an undue risk to the safety or welfare of the employee, other employees, or the general public.

5.2.4. A reduction may also be made if there is reasonable cause to believe the employee has committed a crime for which a prison sentence may be imposed.

5.3. The employee has the right, but is not obligated, to make an oral and/or written reply within ~~30~~ 15 calendar days after the employee's receipt of the letter of a proposed action.

5.4. In cases where an Adverse Action is proposed for reasons of off-duty misconduct, the Employer's written notification 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.

5.5. If the Employer's final decision is to effect an adverse action as described in this article, the employee may appeal the decision in accordance with applicable regulations, or file a grievance under the negotiated grievance procedure, but not both.

5.6. For termination of flexible employees, the employee will be given a notice stating the specific reasons for the proposed action at least 48 hours in advance of the action.

ARTICLE 20

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:

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

2.2. By the Union concerning any matter relating to the employment of any employee (s), or

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

2.3.1. The effect or interpretation or a claim of breach of this Agreement;

2.3.2. Any claimed violation, misinterpretation, or misapplication of any law, rule, instructions, or regulation affecting conditions of employment.

SECTION 3. Exclusions. The Negotiated Grievance Procedure will not cover/pertain to grievances or appeals concerning:

3.1. Any claimed violation of Sub Chapter III of Chapter 73 of Title 5 USC relating to prohibited political activities, 5 USC 7121(c) (1)

3.2. Retirement, life insurance, or health insurance, 5 USC 7121(c) (2)

3.3. A suspension or removal under 5 USC 7532, 5 USC 7121(c) (3)

3.4. Any examination, certification, or appointment, 5 USC 7121(c) (4)

3.5. The classification of any position which does not result in the reduction in grade or basic pay of an employee, 5 USC 7121(c) (5)

3.6. Issues concerning the non-selection for promotion from among a group of properly ranked and certified candidates for a position, 5 USC 7106 a.2.(c)

3.7. The amount or type of award, or if an award is granted/not granted, when the appropriate process is followed.

3.8. The separation, termination, or removal of an employee serving a trial or probationary period.

3.9. A preliminary warning or notice of specific action, which if effected, would be covered under the negotiated grievance procedure or appeal process, e.g., a notice of proposed suspension.

3.10. Any matter which has been raised under a statutory procedure prior to being submitted in writing in accordance with the provisions of this article, 5 USC 7121 (d) and (e) (see Section 4)

SECTION 4. Left intentionally blank.

SECTION 5. Grievance decision and question of grievability.

5.1. Any decision rendered in connection with the grievances shall be consistent with the terms of this agreement.

5.2. If, at 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.

5.3. In the event and agreement on the grievability/arbitrability of the matter is not reached and the matter is referred to arbitration (following the procedures in Article 21, Arbitration), the matter of grievability/arbitrability will be included in the submission of the issue subject to arbitration as a threshold issue.

SECTION 6. Communication. 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.

SECTION 7. Representation. An employee using this negotiated grievance procedure may elect the following:

7.1. An employee may elect to be represented by the Union; or

7.2. An employee may elect to represent themselves without benefit of representation. The following conditions apply to those grievances submitted by an employee who elects not to have Union representation.

7.2.1. The employee must notify the Union and the NAF HRO in writing of their election to utilize the Negotiated Grievance Procedure and to self-represent without benefit of Union representation.

7.2.2. The employee may represent himself/herself through the entire process, or at any time prior to arbitration, they may elect Union representation in writing;

7.2.3. The Union shall be advised of the grievance and be provided a copy at that time.

7.2.4. The Union will be provided the opportunity to be present at the presentation of each step of the grievance process to protect the interests of the bargaining unit.

7.2.5. The Union recognizes employees' need for privacy and agrees to maintain the confidentiality of the employee.

7.2.6. The Employer will provide a copy of any grievance response(s) to the Union.

7.2.7. Self-represented cases will not be precedent setting for either Party unless mutually agreed.

SECTION 8. Timeframes.

8.1. A grievance under this article will be taken up by any Party (i.e., the employee, the Union, the Employer) within 15 work days after the occurrence of the event or within 15 work days of when the grievant reasonably knew of the matter out of which the grievance arose. (See Article 19, Disciplinary and Adverse Actions, for information on grievances concerning a suspension of 14 calendar days or less.)

8.2. Grievances not taken up within the time frames specified will not be presented nor considered at a later date.

8.3. If the Union and Management have been actively attempting to informally resolve the grievance and resolution is not met within 15 work days of the event (as described in A above), the time frame for filing the grievance may be extended by 5 work days.

8.4. When a meeting is requested, at any stage of the grievance process, every attempt will be made to schedule/hold the meeting within two (2) work days, but not more than five (5) work days, of receipt of the grievance. If the Respondent is not available, an alternate person may be designated by the responding Party (at the appropriate grievance level) to hold the meeting in an effort to expedite the resolution.

8.5. The Respondent (i.e., Union or Employer) shall respond to grievances within seven (7) work days of receipt of the grievance or within seven (7) work days of the meeting (if held) at the appropriate grievance level.

8.6. If a grievance is not resolved and the grievant (i.e., employee(s), Union, Employer) elects to pursue the grievance to the next step, the grievance will be submitted in writing to the next step (i.e., Step 2 or 3) within five (5) work days of receipt of the decision. If a grievance is not resolved at Step 3, the timeframes for invoking arbitration must be followed (see Article 21, Arbitration).

8.7. An automatic extension to respond to and/or elevate a grievance to the next step shall be granted in the amount of 3 work days for responses and 2 work days for elevating a grievance. Requests for extensions in excess of the automatic amounts or in addition to the automatic amounts will be fully considered by and mutually agreed upon by the Union and the Employer. Notices of and/or requests for extensions will be in writing.

SECTION 9. Miscellaneous.

9.1. When requested by the filing Party, the responding Party will give a copy of any information relating to the grievance to the filing Party and/or provide access to review the Supervisor's Employee Work Folder(s) (aka 971) within 4 work days of receipt of the request. The Union will provide a copy of the request to the NAF HRO and vice versa. When a request for information or a request to review the Supervisor's Employee Work Folder is made relating to the grievance, the timeframes identified in Section 8 above will be adjusted accordingly to provide time for the information requested to be received. Once the information is received, the timeframes identified in Section 8 above will resume.

9.2. Reasonable time during working hours will be allowed for employees to prepare and present grievances (see Article 5, Official Time, for Union representatives). A grievant 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.

SECTION 10. Informal discussion. The Employer and the Union recognize most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the lowest level, i.e., immediate supervisor. In the spirit of cooperation, the Parties agree to engage in dialogue at the lowest level before filing a grievance, to include administrative dispute resolution techniques. This stage is required prior to filing a grievance unless mutually agreed upon by the Employer and Union.

SECTION 11. Formal Grievance Procedures

11.1. Employee grievances. The following grievance procedure applies when an employee or a group of employees, with or without Union representation, is the grievant. The grievance will be submitted to

the Employer at the appropriate level (or designee) that has authority to resolve the grievance, i.e., flight chief or squadron commander. For example, if the affected employees are in different activities within the same flight, the grievance will be presented in writing to the owning Flight Chief or, if the affected employees are in different flights, the grievance will be presented in writing to the Squadron Commander.

11.1.1. STEP 1: A grievance shall be submitted in writing to the second-level supervisor.

11.1.1.1. The written grievance shall contain:

11.1.1.1.1. The name(s), organization(s) and work telephone number(s) of the grievant(s) and representatives;

11.1.1.1.2. The date of the incident, event, or matter being grieved;

11.1.1.1.3. The issue(s) to be decided;

11.1.1.1.4. The date, attendees, and other specifics of the informal discussion;

11.1.1.1.5. All information regarding the grievance known at the time the grievance is filed;

11.1.1.1.6. The provision of the agreement involved, as applicable; and,

11.1.1.1.7 A clear remedy sought.

11.1.1.2. When a meeting is requested, a meeting will be conducted prior to providing a response unless both Parties mutually agree a meeting is not necessary (see Section 8 above for applicable timeframes).

11.1.1.3. The Employer/Union will conduct an investigation or inquire to ascertain the facts.

11.1.1.4. The second-level supervisor will provide a written response to the grievant and the Union conveying the decision.

11.1.1.5. If resolution is not within the authority of the second-level supervisor, he/she will provide a written notice to the grievant and/or representative within two (2) work days of receipt of the grievance stating the grievance was referred to the official having such authority. The second-level supervisor will then forward the grievance directly to the appropriate decision authority and the procedures for that step will be followed. Any adjustments will be discussed/ agreed upon between the Union and the NAF HRO.

11.1.2. STEP 2. If a satisfactory settlement has not been reached at Step 1 and the grievant(s) elects to pursue the grievance, a grievance shall be submitted in writing to the Flight Chief or the designated management official.

11.1.2.1. The written grievance shall contain:

11.1.2.1.1. all of the items identified in Step 1 above,

11.1.2.1.2. Identification of items resolved at Step 1,

11.1.2.1.3. A copy of the Step 1 decision,

11.1.2.1.4. The basis for the appeal, and

11.1.2.1.5. Any additional information not contained in the case record.

11.1.2.2. When a meeting is requested, a meeting will be conducted prior to providing a response unless both parties mutually agree a meeting is not necessary (see Section 8 above for applicable timeframes).

11.1.2.3. The Squadron Commander or designated management official will provide a written response to the grievant and the Union conveying the decision.

11.1.3. STEP 3: If a satisfactory settlement has not been reached at Step 2 and the grievant(s) elect to pursue the grievance, a grievance shall be submitted in writing to the Squadron Commander or designated management official.

11.1.3.1. The written grievance shall contain:

11.1.3.1.1. All of the items listed in Step 2 above,

11.1.3.1.2. Identification of items resolved at Steps 1 and 2,

11.1.3.1.3. A copy of the Step 1 and 2 decisions,

11.1.3.1.4. The basis for the appeal, and

11.1.3.1.5. Any additional information not contained in the case record.

11.1.3.2. When a meeting is requested, a meeting will be conducted prior to providing a response unless both parties mutually agree a meeting is not necessary (see Section 8 above for applicable timeframes).

11.1.3.3. The Squadron Commander or designated management official will provide a written response to the grievant and the Union conveying the decision.

11.2. 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 as identified in the Steps above. For example:

11.2.1. If the grievance involves employee(s) in one activity, the grievance will be filed at the Step 2 level with the owning flight chief;

11.2.2. If the grievance involves employee(s) in more than one flight, the grievance will be filed at the Step 3 level with the owning squadron commander; or,

11.2.3. Delete

11.3. Employer grievances: If a matter is not resolved with an informal discussion as identified in Section 10 above, the Installation Commander, or designee, may initiate a Step 3 grievance in writing to the Union President. The written grievance shall contain:

11.3.1. The name(s), organization(s) and work telephone number(s) of the grievant(s) and representatives;

11.3.2. The date of the incident, event, or matter being grieved;

11.3.3. The issue(s) to be decided;

11.3.4. All information regarding the grievance known at the time the grievance is filed;

11.3.5. The provision of the agreement involved, as applicable; and,

11.3.6. A clear remedy sought.

SECTION 12. Arbitration. If a satisfactory settlement has not been reached at Step 3, the Union or the Employer agree to give appropriate, timely notification to the other Party that arbitration is being invoked in accordance with the procedures outlined in Article 21, Arbitration.

ARTICLE 21

ARBITRATION

SECTION 1. Rights to Arbitration: A grievance submitted in accordance with this agreement, which has not been settled to the satisfaction of the grieving party, may go to arbitration. 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. Arbitration may be invoked only after the negotiated grievance procedures have been exhausted.

SECTION 2. Arbitration Procedures.

2.1. Within 15 work days after receiving the other party's final decision on a grievance, or within 15 work days after the decision was due, the party invoking arbitration will notify the other party in writing that arbitration is necessary. If a deadline falls on a weekend, holiday, or family day, the deadline will be the next work day.

2.2. The Union's request for arbitration must be submitted in writing to the Civilian Personnel Officer or Labor Relations Officer and the NAF HRO and be signed by the Union President or other Union officer. The Employer's request for arbitration must be submitted in writing to the Union President or Executive Vice President and be signed by the Installation Commander or designee.

2.3. On arbitral matters, within 7 work days from the date either party receives an arbitration request, representatives of the Union and Employer shall meet to discuss the need for arbitration.

2.4. The parties will endeavor to agree on a joint submission of the issue(s) being arbitrated. If the parties agree on the issue(s) being arbitrated, and further agree that a hearing would serve no purpose, they may submit a joint submission of facts and issue(s) based on the formal grievance to the arbitrator with a request for a decision based only upon the facts thus presented. If the parties fail to agree on a joint stipulation of the issue(s) for arbitration, then each shall submit a separate stipulation for inclusion in the request for an arbitrator.

SECTION 3. Selecting the Arbitrator.

3.1. If arbitration is determined necessary by either party, the responsible party (as described in Section 3.2. below) shall submit a request that the Federal Mediation and Conciliation Service (FMCS) provide a list of seven (7) arbitrators from the metropolitan area.

3.2. The parties will alternate responsibility for paying for and maintaining the list of arbitrators. A current list of arbitrators which is valid in accordance with FMCS guidance can be used in the future upon mutual agreement.

3.3. The parties shall meet within five (5) work days of the receipt of an appropriate list of potential arbitrators.

3.4. The Employer and Union will alternately 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.

3.5. 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).

3.6. If for any reason the arbitrator selected is not available or unable to hear the case in a timely manner, the Parties may mutually agree to request a new list of potential arbitrators from FMCS. Follow the steps in this section to select the arbitrator.

SECTION 4. Fees and expenses. The arbitrator's fee and all expenses will be divided equally between the parties.

SECTION 5. Arbitrator's authority and responsibility.

5.1. The arbitrator shall have the authority to determine the grievability and/or arbitrability of a matter, as a threshold issue. If the arbitrator determines there is a reasonable basis that the issue is grievable and/or arbitral, the arbitrator will hear the merits of the underlying grievance and decide the issues together.

5.2. 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.

5.3. 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.

5.4. 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.

5.5. The arbitrator will render his/her award within 45 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.

5.6. The award of the arbitrator is binding on both parties.

SECTION 6. Arbitration hearing.

6.1. No later than 7 work 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.

6.2. The arbitration hearing shall be held Monday through Friday during the day shift. The Parties will work together to schedule the hearing within the confines of the duty day for the purpose of maximum participation within the employee(s)' and/or representative(s)' scheduled duty day. Adjustments to the hearing schedule may be made by mutual agreement.

6.3. The employee (grievant) will be in a paid duty status while participating in the arbitration hearing.

6.4. 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.

6.5. Work schedule and/or shift change.

6.5.1. Employee(s) and/or representative(s) involved in the hearing who are scheduled to work other than the day shift may request a change in work shift to participate in the hearing without charge to leave or loss of pay, mission requirements permitting.

6.5.2. The employee(s)' and/or representative(s)' regularly scheduled duty hours may be adjusted to accommodate the hearing. For example, the duty hours for an employee regularly scheduled to work 0630-1530 could be adjusted to 0800-1700.

6.6. No overtime will be paid.

SECTION 7. Appeal of Arbitrator's award. 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 8. The time limits specified in this article may be extended by mutual agreement between the Union and the Employer.

SECTION 9. Matters which may otherwise be grievable or arbitral 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 22

ALTERNATE DISPUTE RESOLUTION (ADR)

SECTION 1. Alternate Dispute Resolution (ADR) encompasses a broad range of joint problem-solving processes 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, identifies underlying interests, and affords the parties an opportunity to discover common ground and solutions which are satisfactory to all parties. Some examples of ADR which may or may not be used in combination include, but are not limited to: 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 for the following situations:

- 3.1. The dispute involves factual or other issues that do not set a precedent.
- 3.2. Traditional processes appear unlikely to successfully resolve the issues.
- 3.3. The parties want to settle the dispute quickly.
- 3.4. The parties want to maintain, establish, or restore a good working relationship.

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

3.6. 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. The election of ADR must be mutually agreed upon by the union and/or employee and management. The parties will meet to determine the best ADR method to be used and work through the applicable process.

SECTION 5. Grievance Mediation. Grievance Mediation is one form of Alternate Dispute Resolution that provides a problem-solving process to prevent future and resolve current workplace disputes that are utilizing the negotiated grievance procedure. The goal is to resolve conflict and establish an atmosphere conducive to positive results

5.1. Ground Rules.

5.1.1. Grievance Mediation may be selected one time during the negotiated grievance procedure at any stage after Step 1 is filed and prior to invoking arbitration.

5.1.2. Both parties must enter grievance mediation with the intent to resolve the issue.

5.1.3. Selecting Grievance Mediation does not automatically extend the time-frames of the associated Steps within the negotiated grievance procedure and must therefore be used expeditiously. Parties may mutually agree to extend time-frames in an effort to reach a resolution.

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

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

5.1.6. 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/grievance. If mutual agreement is not reached, the employee (grievant) may choose to return to the negotiated grievance procedure at the appropriate Step.

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

5.2. Procedures.

5.2.1. The Union will inform employees of the Grievance Mediation process when they file a grievance using the negotiated grievance procedure.

5.2.2. When an employee selects Grievance Mediation, the employee will sign the Memorandum of Agreement (MOA) with their Union Representative (see sample MOA below).

5.2.3. If the employee/grievant is represented by the Union, the Union representative will present the MOA to the management official involved in the grievance and provide a copy of the MOA to the NAF HRO and Labor Relations Officer.

5.2.4. If the employee is not represented by the Union, the Employer will advise the employee of the Grievance Mediation process.

5.2.5. The NAF HRO will brief management about Grievance Mediation and will ensure management signs the MOA.

5.2.6. Within five (5) work 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.

5.2.7. A mediation date will be scheduled in an expeditious manner.

5.2.8. The employee (grievant), respondent (management official), the NAF HRO, and the Union will mutually ensure everyone is aware of the date, time, and place of the mediation.

5.2.9. The employee (grievant) and respondent (management official) may mutually agree to accept the mediator's recommendation, resolving the complaint/grievance.

5.2.9.1. 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, the Labor Relations Officer and the NAF HRO to ensure compliance with applicable laws, rules, regulations, or the labor-management contract.

5.2.9.2. The review process will be accomplished in an expeditious manner.

5.2.9.3. If there is a disagreement on interpretation of law, rule, regulation or the labor-management contract, the President of AFGE Local 1709 or designee and the Civilian Personnel Officer or designee will reach a consensus on the point of disagreement.

5.2.9.4. If the 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.

5.2.9.5. Once the agreement has received favorable review, the agreement will be signed by the employee (grievant) and the respondent (management official).

5.2.9.6. The employee will receive the original agreement while the respondent (management official), the Labor Relations Officer, the NAF HRO, and the Union will receive a copy of the agreement.

5.2.10. The employee (grievant) may choose to return to the negotiated grievance procedure at the appropriate Step if a mutual agreement is not reached.

5.2.11. The mediator will destroy all of his/her notes following mediation.

MEMORANDUM OF AGREEMENT

Between [EMPLOYEE/GRIEVANT NAME] and [RESPONDENT NAME]

(For Grievance Mediation)

Both parties understand we are entering into the Grievance Mediation process voluntarily and of our own free will.

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

Either party may have official representation present during the Grievance Mediation process.

If I (employee/grievant) stop the Grievance Mediation process prior to completion, I (employee/grievant) may return to the negotiated grievance procedure at the appropriate Step.

At the end of the mediation, both parties may reach agreement or mutually agree to accept the mediator's recommendation, resolving the complaint/grievance. If mutual agreement is not reached, I (employee/grievant) may choose to return to the negotiated grievance procedure at the appropriate Step.

Employee/Grievant Signature

Respondent Signature

Employee's/Grievant's Printed Name

Respondent's Printed Name

Date

Date

ARTICLE 23

EQUAL OPPORTUNITY (EO) AND AFFIRMATIVE EMPLOYMENT

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 EO policy of the Department of the Air Force, the Employer and the Union agree to cooperate and promote the full realization of equal 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 EO 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 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 EO counselor.

SECTION 8. Reasonable Accommodation.

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:

- 8.1. Making facilities accessible to and usable by persons with disabilities,
- 8.2. Job restructuring,
- 8.3. Part-time or modified work schedules,
- 8.4. Acquisition or modification of equipment or devices,
- 8.5. Provision of readers for blind persons and sign language interpreters for deaf persons.

ARTICLE 24

DAILY WORK SCHEDULES

SECTION 1. General. The scheduling of work will be administered in accordance with all applicable laws, rules, regulations, and this agreement.

SECTION 2. Tours of Duty.

2.1. General.

2.1.1. In accordance with the provisions of this Article, work schedules/shifts may be directed at the Employer's discretion to meet operational needs, or at the employee's request with the Employer's approval.

Note: Check Law regarding number of hours both flex and regular employees can work. DoDI 1400.25, vol 1403 updated a/o 20 Mar 15 changed definitions of regular/flex

2.1.3. Left intentionally blank

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2.1.5. Employees will normally have the opportunity for eight (8) hours of rest in a 24-hour period to allow employees to report adequately rested to perform assigned duties.

2.1.6. The Employer will strive to maintain the stability of an employee's tour of duty as permitted by the needs of the activity.

2.1.7. The 5/4/9 and 4/10 compressed work schedules may be requested by employee(s) regularly working a 40 hour schedule.

2.2. Changes initiated by Management. 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:

2.2.1. The Employer agrees to notify employees of changes in work schedules as far in advance as possible, generally not less than 48 hours, except when the mission dictates otherwise.

2.2.2. Management will consider relevant information presented if the change causes a significant hardship for the employee; and

2.2.3. These changes will not be arbitrary or capricious but will be made to accommodate mission requirements.

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

2.2.5. The Union does not have to be notified of temporary changes to tours of duty.

2.2.5.1. This includes, but is not limited to, the following examples:

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

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

2.2.5.1.3. For civic obligations such as jury duty or court leave.

2.2.6. When management changes the number of employees on a required shift, management shall first consider fully-qualified volunteer employees, by seniority. When volunteers are not available and management elects to assign employees to these schedules, assignments will be made from fully qualified personnel using reverse seniority (see Article 9).

2.3. Changes initiated by Employee(s). Employees may submit a request at any time for a change to days of work, hours of work, or shift assignment using the following procedure:

2.3.1. The employee will submit a written request for a change to the supervisor;

2.3.2. The supervisor will review and approve/disapprove the request or maintain the request for later consideration;

2.3.3. The supervisor will place the request in the Supervisor's Employee Work Folder (AF Form 971).

2.3.4. When an opening occurs, the Employer will first consider employees who have submitted written requests for those days of work, hours of work, or shift assignment changes. If more than one employee requested a change at the same time, the primary consideration for approval shall be seniority (See Article 9).

2.3.5. Consideration will be given to ensure the appropriate skills mix is available for each shift.

2.4. Left intentionally blank

SECTION 3. Lunch Periods.

3.1. All employees who are scheduled to work more than six (6) hours in one work shift will have a lunch period scheduled. Exceptions to the scheduled lunch period may be approved in advance by the immediate supervisor.

3.2. Lunch periods may range from one-half hour to one hour in duration. Lunch periods will normally be scheduled by the Employer of each work center to fit the appropriate work schedule and mission needs.

3.3. When 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.

3.4. 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.

SECTION 4. Rest Periods. Employees will be granted rest periods of 15 minutes for every four (4) hours of scheduled work. 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 Saving Time. An employee working on a shift when daylight saving 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 saving 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. Stand-by/On-call. In accordance with applicable rules/regulations, time spent on standby duty shall be considered hours of work while time spent on-call shall not be considered hours of work.

SECTION 7. Alternative Work Schedules.

7.1. General Provisions.

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.

7.2. Responsibilities.

7.2.1. Employees.

7.2.1.1. Employees may request, and be considered for, participation in the AWS program within the parameters of this agreement.

7.2.1.2. 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.

7.2.1.3. Employees are responsible for managing their schedules so 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).

7.2.1.4. 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.

7.2.1.5. Employees whose most recent performance rating of record is "Unsatisfactory" or "Minimally Unsatisfactory" 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 "Satisfactory" or "Outstanding" performance rating and their work schedule was impacted during the period with the "Unsatisfactory" or "Minimally Unsatisfactory" rating, the employee may submit a request to return to AWS using the required form.

7.2.2. Supervisors.

7.2.2.1. Supervisors are responsible for considering employee(s)' requests for AWS.

7.2.2.2. Supervisors will respond to employees who submitted AWS forms within two weeks of receipt of the request.

7.2.2.3. Supervisors are responsible for monitoring the work hours of subordinates and for ensuring compliance with AWS program policy.

7.2.2.4. Supervisors will review employee(s)' AWS periodically, for example during the performance feedbacks or when a supervisor changes.

7.3. Definitions: See Glossary.

7.4. The parties agree that the language in Section 7 of Article 25 fully covers procedures for changing an approved AWS. However, if a circumstance arises that changes an employee's condition(s) of employment that is not specified herein, Article 3 of the Agreement will apply.

7.5. Request and Response Process.

7.5.1. Employee's Initial Request.

7.5.1.1. An employee who desires to work an AWS must submit the Dover AFB Alternative Work Schedule Form to their immediate supervisor (see Attachment 3).

7.5.1.2. An employee should select an approved AWS as described in this agreement.

7.5.1.3. Employees need to be flexible and should understand the schedule initially requested may not be approved or could be approved with modifications.

7.5.1.4. Employees must receive their supervisor's approval before working under an AWS.

7.5.2. Supervisor's Initial Response.

7.5.2.1. A supervisor must determine which of the AWS described in this agreement the employee is requesting and verify the request form accurately reflects the requested schedule. (This determination/verification is accomplished because rules on holidays, overtime and premium pay, and timekeeping requirements differ for each type of work schedule.)

7.5.2.2. The supervisor and the employee are encouraged to informally discuss the impact of the requested work schedule on work requirements.

7.5.2.3. The supervisor must consider the information under Section 7.1. Of this article, and within two weeks of receiving the request, the supervisor will make a decision to (1) approve the request as submitted, (2) approve the request with modification, or (3) disapprove the request. If the decision is to disapprove the request, the supervisor may suggest another AWS.

7.5.2.4. When supervisors disapprove an eligible employee's request or terminate an existing AWS, they should articulate a clear explanation of the disapproval or termination. Disapproval/termination may occur at any time and may be based on the following criteria:

7.5.2.4.1. Interference with 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,

7.5.2.4.2. An increase in costs related to alternative work schedules; or,

7.5.2.4.3. 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,

7.5.2.4.4. Temporary, normally unforeseen surges in workload related to safety, security, emergencies, weather, and/or natural disaster; or,

7.5.2.4.5. The most recent performance rating of record is “Unsatisfactory” or “Minimally Satisfactory.”

7.5.2.5. 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 (See Article 9). 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 “Satisfactory” level.

7.5.3. Employee's dissatisfaction with supervisor's response.

7.5.3.1. An employee who is dissatisfied with the response received for their request for an AWS will present their concerns to their supervisor.

7.5.3.2. The employee and the supervisor are encouraged to discuss informally the employee's and supervisor's concerns in an attempt to resolve the employee's dissatisfaction.

7.5.3.3. If the employee is still dissatisfied, the employee may request ADR in accordance with Article 23 of this Agreement or may file a grievance in accordance with Article 21 of this Agreement.

7.5.4. Changes to Approved Work Schedules.

7.5.4.1. An employee may request a different negotiated AWS or termination of an AWS at any time. This submission may include start, stop, or changes within a negotiated AWS.

7.5.4.2. A supervisor will consider the employee's request and provide a decision not later than the end of the next pay period following the submission of the request

7.5.4.3. A supervisor may approve temporary schedule variances in special situations.

7.5.4.4. When a supervisor determines that it is necessary to involuntarily change or involuntarily terminate an employee's AWS, the supervisor shall provide the employee the reason(s) for the change/termination and reasonable advance notice, typically one full pay period.

7.5.4.5. 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 (e.g., 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).

7.5.4.6. If an employee is dissatisfied with a change to an approved AWS, “Employee's dissatisfaction with supervisor's response,” above applies.

7.6. Effective Dates:

7.6.1. An initially approved AWS will begin the first full pay period after the request is approved.

7.6.2. Approved changes to work schedules will normally be effective at the beginning of the next pay period.

7.7. 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.

7.8. Administration of AWS.

7.8.1. General.

7.8.1.1. Supervisors will use available time accounting systems for employees.

7.8.1.2. Employees must manage their schedules so that the actual time they work and/or take leave, use time off awards, or use previously earned compensatory time, equals the number of hours of their Basic Work Requirement (see definition for Basic Work Requirement).

7.8.1.3. 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.

7.8.1.4. 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.

7.8.1.5. 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.

7.8.2. Leave/Excused Absences. The maximum amount of leave or excused absence 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 of a 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.

7.8.3. Holiday Pay (When No Work Is Performed)

7.8.3.1. A full-time employee on a compressed work schedule (CWS) who is relieved or prevented from working on a day designated as a holiday (or an "in lieu of" holiday under 5 U.S.C. 6103(b) or (d) or section 3 of E.O. 11582) by Federal statute or Executive order is entitled to his or her rate of basic pay for the number of hours of the compressed work schedule on that day. (See 5 CFR 610.406(a).)

7.8.3.2. Left intentionally blank

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

7.8.3.3.1. Non-workdays Other than Sunday. Except as provided in subparagraphs (2) and (3) below, if a holiday falls on a non-workday of the employee, the employee's preceding workday will be the designated "in lieu of" holiday. (See 5 U.S.C. 6103(b).)

7.8.3.3.2. Sunday Non-workday. Except as provided in subparagraph (3) below, if the holiday falls on the Sunday non-workday of an employee, the subsequent workday will be the employee's designated "in lieu of" holiday. (See section 3 of E.O. 11582.)

7.8.3.3.3. Agency rules. Under 5 U.S.C. Sec. 6103(d), the head of an agency may prescribe rules under which a different "in lieu of" holiday is designated than would be required under 5 U.S.C. Sec. 6103(b), E.O. 11582, or the terms of any collective bargaining agreement, for full-time employees on compressed work schedules when the head of an agency determines that a different "in lieu of" holiday is necessary to prevent an "adverse agency impact." The term "adverse agency impact" is defined in 5 U.S.C. Sec. 6131(b).

7.8.3.3.4. Under its authority to determine the administrative workweek (5 C.F.R. Sec. 610.111), an agency 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 except when the criteria in 5 C.F.R. Sec. 610.121(a) apply. (Also, see 5 C.F.R. Sec. 610.121(b) (2).)

7.8.4. Pay for Holiday Work

7.8.4.1. An employee regularly scheduled to work 40 hours a week under a CWS program who performs non-overtime work on a holiday (or a day designated as the "in lieu of" holiday under 5 U.S.C. 6103(b) or (d) or section 3 of E.O. 11582) is entitled to basic pay plus premium pay equal to his or her rate of basic pay for the work that is not in excess of the employee's compressed work schedule for that day. (See 5 CFR 610.407.)

Note: Since CWS schedules are fixed schedules, employees must not be required to move their regularly scheduled days off solely to avoid payment of holiday premium pay or to reduce the number of holiday hours included in the basic work requirement. See 5 U.S.C. Sec. 6101(a) (3) (E).

7.8.4.2 Left intentionally blank

7.8.5. Pay for Sunday Work. An employee regularly scheduled to work 40 hours a week under a CWS program who performs non-overtime work during a tour of duty on a compressed work schedule, a part of which is performed on Sunday, is entitled to Sunday premium pay for his or her entire tour of duty on that day. (See 5 U.S.C. 6128(c).)

7.8.6. Overtime Pay and Compensatory Time. Overtime hours (see Glossary) are compensated in accordance with governing rules and regulations for premium pay.

7.8.7. Differential Pay. Differential pay, such as night pay (CY and NFIII through VI Employees) and shift differential (CT and NFI and II Employees) is compensated in accordance with governing rules and regulations.

7.8.8. 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 (e.g., 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).

7.9. Core Hours. Core hours and flexible time bands (see Glossary) are applicable to flexible work schedules only and are mutually agreed upon by the parties. Any changes to established core hours and flexible time bands will be negotiated. Copies of approved core hours and flexible time bands will be maintained by the Union and the NAF HRO.

7.10. Types of AWS:

7.10.1. Compressed Work Schedule (see Glossary).

7.10.1.1. Four Ten Hour Work Week (4-10s): The basic work requirement for a full-time employee consists of four (4) 10-hour days per week and 80 hours a bi-weekly pay period.

7.10.1.2. Five-Four/Nine Work Schedule (5-4/9s): The basic work requirement for a full-time employee consists of: (a) eight (8) 9-hour days and one 8-hour day for a total of 80 hours a bi-weekly pay period or (b) eight (8) 9-hour days and two 4-hour days for a total of 80 hours a bi-weekly pay period.

7.10.2. Flexible Work Schedule.

7.10.2.1. Flexitour: The basic work requirement (see Glossary) for a full-time employee consists of five (5) 8-hour days per week and 80 hours a bi-weekly pay period. Working established core hours (see Section F), employees select arrival and departure times, subject to the Employer's approval, during designated flexible time bands. This results in a fixed schedule. At the request of an employee, the Employer may approve an adjusted arrival and departure time.

7.10.2.2. Left intentionally blank

7.10.2.3. Variable day schedule: The basic work requirement (see Glossary) for a full-time employee consists of two (2) 40-hour work weeks in a biweekly pay period in which an employee has a set schedule with varying number of hours worked on a given workday within the limits established for the organization and this Agreement.

7.10.2.4. Left intentionally blank

7.10.2.5. Flexible Work Schedule Guidelines.

7.10.2.4.1. 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.

7.10.2.4.2. Night Pay: For CY and NFIII through VI employees, 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), for which night pay is normally required (i.e., between 6 pm and 6 am).

7.10.2.4.3. Night Differential (CT and NFI and II employees): 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 non-overtime work when a majority of the hours of the flexitour work schedule for a daily tour of duty occur during the night.

7.11. Work Schedule Termination. A specific work schedule option, for example the 4/10 CWS, 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.

**ATTACHMENT TO ARTICLE 24
DOVER AFB
ALTERNATIVE WORK SCHEDULE FORM**

This Alternate Work Schedule (AWS) form is to be used in conjunction with Article 25, Section 7. The supervisor and the employee are encouraged to discuss informally the impact of the requested work schedule on work requirements. Just as AWS is not mandatory for everyone, AWS may not be available for everyone, or choices may be limited; check with your supervisor.

Part 1. (To be completed by employee)																																																
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Employee's Name:				Supervisor's Name:																																												
Type of Schedule Requested																																																
A. Compressed Work Schedule: _____				B. Flexible Work Schedule: _____																																												
4-10's _____ 5-4/9's _____				Flexitour _____ Gliding Tour _____																																												
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Employee's Signature:																																																
Part 2. (To be completed by supervisor)																																																
Supervisor justification for approval/disapproval (be specific; identify pros/cons and reason for request):																																																

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Supervisor's Signature:				Date:																																												

ARTICLE 25

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.

2.1. **SCHEDULED:** Scheduled holiday and overtime work will be posted at least four (4) workdays in advance. Situational circumstances may occur and require personnel to work overtime without proper notification. The Employer will solicit from all qualified bargaining unit employees within the activity for volunteers that have the same title, series, and grade. 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. (See Article 9, Seniority Roster, for information on seniority)

2.2. **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 2.1. 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.

3.1 Employees recalled to work outside of their basic work hours shall receive a minimum of two (2) hours of overtime, paid at the overtime rate or by compensatory time in accordance with the regulations. Supervisors should avoid calling an employee during off duty time. However, if it is necessary to contact an employee while off-duty, the employee will be paid at the overtime rate or by compensatory time for any work performed for 15 minutes or more; if it is necessary to contact an employee while he/she is on leave, the employee will not be charged leave for any work performed for 15 minutes or more. Supervisors may place an employee in a standby or on-call status, as appropriate.

NOTE: The “15 minutes” can be cumulative within a 24 hour period (as the time keeping system permits).

3.2 Mandatory overtime employees (those selected by reverse seniority) may request to switch with another employee after coordinating with and obtaining approval from their supervisor. No change

3.3 Employees who believe that they cannot 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.

3.4 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.

3.5 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.

ARTICLE 26

ABSENCE AND LEAVE

SECTION 1. General. The leave program will be administered in accordance with all applicable laws, rules, regulations, and this agreement.

SECTION 2. Annual Leave. Annual leave shall be earned and used in accordance with established criteria. The parties agree that annual leave is a right of the employee and the granting, scheduling, or denial is determined by the Employer based on the Employer's needs in accomplishing the mission. The employee(s) and approving official are encouraged to plan and schedule the utilization of annual leave as far in advance as possible and mutually resolve conflicts in scheduling when they arise. If mutual agreement cannot be reached, and in the absence of a valid personal hardship, all things being equal as determined by the leave approving official, the employee with the highest seniority, based on Article 9, will be given the first choice.

2.1 Annual leave requests for the year will be submitted by 31 January. Annual leave schedules shall be prepared by 15 February. Supervisors should notify employees of approval/disapproval for these requests no later than 1 March.

2.2 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 10 work 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.

2.3 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. Management will make every effort to assign employees duties within the scope of their positions and/or provide for an alternate work site to avoid the use of leave.

2.4 If the supervisor changes but the employee(s) remain in the same work center, no changes should occur to the projected leave schedule, except as provided by Section 2.2. If the employee moves to a new work center, his/her projected annual leave for the year will be taken into consideration by the new supervisor in accordance with this Section.

2.5. Supervisors must establish leave request/approval procedures within their work centers. Leave requests and approvals must be documented for record keeping purposes. Scheduled leave should be documented in advance; unscheduled leave should be documented as soon as possible. Questions can be referred to the NAF HRO and/or NAF Accounting Office. Hard copy OPM Forms 71 will not be required, but may be used in work centers where employees are not using an electronic leave request.

SECTION 3. Sick Leave.

3.1. Sick leave is a qualified right of the employee and may be used in accordance with the regulations and instructions, i.e., 5 C.F.R. § 630 and AFMAN 34-310.

3.2. Supporting Documentation. 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 medical documentation (or other administratively acceptable documentation) to the supervisor. 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.

3.3 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.

3.4 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 advanced sick leave in accordance with applicable laws, rules, regulations, and instructions.

SECTION 4. Unscheduled Leave.

4.1. When unforeseen circumstances result in an unscheduled absence:

4.1.1 Left intentionally blank

4.1.2. The absent employee will attempt to contact his/her supervisor and contact the duty section (if the supervisor is unavailable) 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.

4.2. An employee is not automatically entitled to unscheduled leave simply because he/she has notified his/her supervisor and/or duty section. The granting or denial of leave is determined by the Employer based on the Employer's needs in accomplishing the mission and the employee's reasons for requesting the unscheduled absence. If an employee provides a reason to his/her supervisor that is considered by the supervisor to be insufficient to warrant approval of the unscheduled absence, the supervisor will advise the employee of the reason(s) for denial. The supervisor will give due consideration to the employee's request.

SECTION 5. Leave Without Pay (LWOP).

5.1. LWOP will be administered and granted in accordance with applicable laws and regulations.

5.2. Upon written request from the Union, employees in the unit that are elected or appointed delegates to Union conventions or other such functions that deal with internal union business, or serving temporarily as officers or representatives (i.e., district or national level) of the Union, shall be granted annual leave and/or LWOP consistent with regulations.

SECTION 6. Other Types of Leave and Absences. Other types of leave and absences, such as:

- Military Leave,
- Court Leave,

- Voluntary Leave Donation Program,
- Leave under the Family Medical Leave Act (FMLA),
- Excused Absence, i.e., blood donation, voting, emergency rescue or protective work, etc., and
- Bone Marrow or Organ Donation, are administered in accordance with applicable laws, rules and regulations, such as AFMAN 34-310.

ARTICLE 27

CLEAN UP

SECTION 1.

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

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

1.3 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.

1.4 Time allotted for the above activities may vary depending on the job and/or work center.

SECTION 2. Custodial Duties.

2.1 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), 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.

2.2 Normally, custodial services are provided by contract or by civilian employees employed solely or principally for such work.

2.3 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. 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.

2.4 Immediate work area in this article refers to the specific area in which an employee has performed his/her tasks, e.g., CDC room, desk/office, vehicle, shop, etc.

2.5 Under normal circumstances, employees are excluded from policing up areas on a non-voluntary basis. Employees whose regular duties are related to these types of activities are expected to perform this work.

2.6 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 custodial work to an employee that is not reasonably related to his basic job description, nor does it limit assignment of custodial work if included in the job description.

ARTICLE 28

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.

2.1 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.

2.2 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.

2.3 Completed forms which are received by the NAF HRO 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.

3.1 The Shared Service Center (i.e., payroll) will withhold the dues amount specified by the Union from the bi-weekly pay from each bargaining unit employee requesting dues withholding.

3.2 The Union will submit in writing to the NAF HRO, any change in the amount of dues to be withheld. The change will be processed expeditiously.

3.3 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.

4.1 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 NAF HRO.

4.2 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.

4.3 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.

4.4 NAF HRO 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 29

TRAINING

SECTION 1. Determining Training Needs. Supervisors will review with the employee on an annual basis all training:

- 1.1. Offered in relation to employee's duties and responsibilities,
- 1.2. That is needed to bring about more effective job performance, and
- 1.3. 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:

- 2.1. Provisions are made for the use of funds for Employer or non-Employer training,
- 2.2. Employee self-development is encouraged through the work environment, and
- 2.3. Work assignment flexibility is used for training to promote employee growth.
- 2.4. Opportunities for specialized training are provided fairly and in a non-discriminatory manner.

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., Business Based Actions, Promotions, Classifications, Staffing, Equal Employment Opportunity, Worker's Compensation, and Discipline in a duty status.

SECTION 4. Both parties recognize that training is an assignment of work.

4.1. Those employees who require access to the computer to perform their duties will have an active government email account and Common Access Card (CAC), in accordance with existing rules for computer access.

4.2. Those employees who do not require computer access will be provided the opportunity for classroom-based training for required training such as ADLS courses.

4.3. Exceptions may be approved by the Employer on a case-by-case basis.

4.4. Employees will be provided duty time to accomplish this required computer-based or classroom-based training and to access their government email accounts for official business.

ARTICLE 30

HEALTH & SAFETY

SECTION 1. The Employer will provide and maintain a comprehensive occupational health program and 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:

4.1. 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.

4.2. Occupational medical examination as required.

4.2.1. 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.

4.2.2. 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 allowances, will be furnished by the Employer. Employees will not be required to perform tasks requiring protective equipment until the equipment has been provided. Protective clothing/equipment can include such things as: safety shoes, earplugs, dust masks, safety aprons, foul weather clothing, protective gloves, and safety glasses (includes prescription safety glasses). When an employee needs prescription safety glasses, the employee will provide a valid prescription. The proper care and use of protective clothing/equipment shall be the responsibility of the employee.

SECTION 7. Motorcycle Operations: 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. The following exceptions apply to Bargaining Unit Employees (BUE):

7.1. Eye Protection. Safety glasses may be worn in lieu of impact resistant goggles or a face shield if they are equipped with straps to keep them firmly on the face. Tinted face shields or sunglasses will not be worn after the hours of darkness. **Exception:** Goggles, safety glasses, or a face shield are not required for the operator if the motorcycle is equipped with a windshield equal in height to or above the top of the helmet of the properly upright-seated operator.

7.2. Protective Clothing. BUE Riders may wear long or short-sleeved shirt or jacket to meet the minimum requirements as the outer upper garment; riders are encouraged to wear motorcycle jackets and pants constructed of abrasion-resistant material such as leather, Kevlar®, Cordura ®and Riders are encouraged to select PPE with fluorescent colors or retro- reflective material. BUE Riders may wear finger-less gloves to meet the minimum requirements of protective clothing; riders are encouraged to wear full finger gloves made from leather or other abrasion- resistant material.

7.3. Foot Protection. BUE Riders may wear footwear such as athletic shoes, low quarter shoes with/without steel toes, to meet the minimum requirement of sturdy foot wear. Riders are encouraged to wear over-the-ankle footwear that affords protection for the feet and ankles (durable leather, synthetic, Hi tech materials athletic shoes). Riders cannot wear flip-flops, sandals.

7.4. Helmets. BUE Riders must wear a helmet which is designed for motorcycle use; such as half/ three quarter/open/ full- face helmets which meet the minimum requirement for helmets as required by Federal Motor Vehicle Safety Standard 218.

7.5. ID Cards. The Union will provide an identification card to bargaining unit motorcycle riders who must carry the card with them on base and be prepared to present the card for verification purposes, when asked.

SECTION 8. Tools and Equipment. It is the employee's responsibility to properly and safely use and care for tools and equipment.

SECTION 9. Use of Electronic Devices in NAF Activities.

9.1. Electronic devices include, but are not limited to, such things as cell phones, iPods, iPads, Nooks, Kindles, tablets, ear phones, Walkmans, portable CD players, radios, etc. The use of cell phones and other electronic devices includes, but is not limited to, playing games, texting, talking, listening to music, reading e-books, surfing the internet, or any other personal use.

9.2. At all Lodging facilities, the Child Development Center, and the Youth Center, these devices may only be used during lunch and break times and are restricted from use on duty time and in customer service areas. Using your electronic device while walking the halls to and from your break and lunch locations in these Activities is prohibited. If family members, friends or others need to reach you in case of an emergency, please have them contact your respective Activity.

9.3. All other NAF Activities will determine their electronic device use policy in coordination with the Union, as applicable.

9.4. Use of your electronic device in all Activities cannot be disruptive.

SECTION 10. Strength Aptitude Test ("X-Factor").

NOTE: This Article does not address all aspects of physicals or fitness requirements, but is only applicable to the strength aptitude requirements, such as weight lifting, pulling, and pushing.

10.1. The "X Factor" will be administered when strength aptitude is required for lifting, pulling, and pushing in accordance with functional instructions related to position-specific physical requirements.

10.2. The Employer will administer "X Factor" tests in accordance with the SF 78/0F 178-Certificate of Medical Examination.

10.3. When an employee is required to lift, pull, or push a certain weight, the employee will do so in accordance with the requirements of the specific position as identified on the "X Factor" memorandum, and in accordance with Fitness techniques and standards.

10.4. A medical or fitness technician or other qualified individual will provide verbal instruction on the proper procedures for lifting, pulling, or pushing the weight.

10.5. Management will allow an employee to retest one (1) time not later than fifteen (15) workdays from the initial test. (NOTE: This does not include Business Based or Reduction in Force actions, tests for new positions or position changes.

10.6. If an employee is on a certified medical restriction for a temporary duration, and the employee is scheduled for a physical during that time, an X-Factor test will be scheduled and administered within fifteen (15) work days from the end date of the medical restriction.

10.7. When an employee fails a retest as described in paragraph 6 or refuses the "X Factor" test, it is understood administrative action may be taken based on the employee not meeting a condition of employment.

ARTICLE 31

SUBSTANCE ABUSE

SECTION 1. General. Both Parties recognize alcohol misuse, drug abuse, and illicit drug use are inconsistent with the accomplishment of the Air Force mission. Both Parties recognize substance abuse as a treatable illness and acknowledge it is in the best interest of all to treat those illnesses. Therefore, both Parties agree to work together to achieve a drug-free workplace, consistent with EO 12564 and 5 U.S.C. § 7301, while maintaining concern for the well-being of employees, the successful accomplishment of the mission, and the need to maintain high employee productivity.

SECTION 2. Employee Responsibility.

Although the Air Force will encourage treatment and rehabilitation, it is the responsibility of every employee to refrain from substance abuse and take personal responsibility for rehabilitation when substance abuse problems occur. Civilian employees of the Air Force must refrain from illicit drug use whether on or off-duty. Performing duties under the influence of alcohol or illicit drugs adversely affects personal safety, risks damage to government property, significantly impairs day-to-day operations, and exposes sensitive information to potential compromise. Air Force instructions provide for discipline or adverse action for substance abuse (such as alcoholism or the use of drugs) that affects job performance or conduct.

SECTION 3. Safe Haven. Management and the Union recognize the importance of a drug free workplace for safety and health reasons. Employees who voluntarily seek assistance with illicit drug use may not be under threat of disciplinary action if they adhere to the requirements of the "Safe Haven" criteria. Disciplinary action for illicit drug use will not be initiated for any employee who meets ALL four of the following conditions:

3.1. voluntarily identifies himself/herself as a user of illicit drugs prior to being notified of the requirement to provide a specimen for testing or being identified through other means (i.e., drug testing, investigation);

3.2. obtains and cooperates with appropriate counseling or rehabilitation;

3.3. agrees to and signs a last chance or statement of agreement; and

3.4. thereafter refrains from illicit drug use.

This does not preclude disciplinary action for other misconduct, i.e., possession of drugs or drug paraphernalia.

3.5. For those employees newly subject to random drug testing, notice that the employee will have the opportunity to voluntarily identify himself/herself as a user of illicit drugs and to receive counseling or treatment during the 30-day notice period under the safe haven provisions, and that the employee will be subject to random testing no earlier than 30 days following acknowledgment of new position designation as TDP.

SECTION 4. Counseling and Referral. Employees who have self-identified as having a substance abuse problem (which includes alcohol abuse or illicit drug use), or have been identified through other means such as possessing drugs or drug use paraphernalia, or who have been identified through drug testing, will be referred by their supervisor for counseling, assessment, and referral for treatment.

4.1. These procedures are established to ensure maximum workplace productivity through an alcohol misuse and drug-free workforce accomplished through a combination of deterrence, detection, and rehabilitation.

4.2. Rehabilitation shall be offered to all employees identified as having a substance abuse problem (defined as: alcohol misuse, a Medical Review Officer verified drug positive test result, and/or self-identified with a drug or alcohol problem), regardless of other administrative actions that may be pending or taken. Alcohol misuse is defined as alcohol-related misconduct that has a direct impact on work productivity.

4.3. If a rehabilitation team is convened, the CPS will notify the Union and the Union may elect to be a part of the team for bargaining unit employees.

4.4. Even when the removal of the employee from the Federal Service is proposed, the Air Force will offer, at a minimum, assessment and treatment referral services.

4.5. The civilian employee will be offered a one-time assessment and referral appointment. This assessment and referral appointment can be completed through the ADAPT program at no cost to the civilian employee, as space and services are available. At the employee's expense, this one-time assessment and referral appointment can also be conducted by other appropriate healthcare providers (e.g. civilian health care providers) off base. Should the employee decline the one-time assessment and referral appointment, either on or off base, disciplinary or removal action may be initiated.

4.6. Follow-on counseling services, if needed, are available at the employee's expense. The follow-up counseling services can be provided through the installation Employee Assistance Program (if available), through the ADAPT program (on space available as fee for service), or other appropriate private health care service providers.

4.7. Employees may be allowed up to one hour (or more as necessitated by travel time) of duty time for each assessment and referral session up to a maximum of three hours during the assessment/referral phase of treatment. This applies only to assessment/referral and not follow-up treatment.

4.8. Absences during duty hours for rehabilitation or treatment must be charged to the appropriate leave category, e.g., annual leave, sick leave, leave without pay, etc., according to law and Air Force leave regulations.

ARTICLE 32

ADMINISTRATIVE ITEMS

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. Listings.

2.1. Bargaining Unit List. Quarterly, the Employer will provide the Union (in Excel format) with an alphabetical listing of bargaining unit employees containing: name, pay plan, series, grade, position title, organization, office symbol, and Service Computation Date-Leave (SCD-LV). 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.

2.2. Official Time Report. A report of official time used by Union representatives will be provided to the Union each month.

2.3. Union Officers/Stewards. The Union will provide an up-to-date list of officers and stewards to the Labor Relations Officer and NAF HRO and will advise them of any changes in writing.

SECTION 3. Bulletin Boards. The Employer agrees to provide a 2'x3' area on existing bulletin boards for the exclusive use of the Union. The Union may also be allowed space on electronic bulletin boards.

3.1. 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.

3.2. 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.

3.3. 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. The union will provide a slide show/video presentation (NTE 5 minutes) to be presented during in-processing.

SECTION 5. Printing and Publishing the Labor Management Agreement (LMA).

5.1. 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:

**NEGOTIATED NAF AGREEMENT
BETWEEN
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES LOCAL 1709
[AFGE 1709 Logo]
AND
DOVER AIR FORCE BASE
[436 AW Logo]**

Effective Date: [date]

5.2. The Employer shall provide the Union 15 large (8 ½" x 11") reproducible signed copies of the final Agreement for its use. These will be provided within 30 working days after the Agreement is approved. The Employer agrees to publish and furnish to the Union 60 5 ½ x 8 ½ sized copies of the Agreement for the bargaining unit employees.

5.3. The Employer shall provide an electronic copy of the final Agreement to the Union NLT 5 work days after the signing of the final approved Agreement.

SECTION 6. Airlifter. The Employer agrees to accept news articles from the Union for publication in the *Airlifter*.

SECTION 7. Communication.

7.1. BASE Distribution System: The Employer agrees to allow the Union to disseminate information via the base distribution system to bargaining unit employees as follows: normally no more than times per year, no more than 3 sheets 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 Labor Relations Officer and NAF HRO for review and reach a mutual agreement prior to dissemination.

7.2. E-Mail. Government email may be used by Union representatives who have a government email associated with their position of record when corresponding between other union representatives or with management officials. (See below for details). The signature block will identify the employee's specific role as a Union representative. Official time used by Union representatives to draft, send, and respond to emails will be counted and annotated on the time card appropriately. For example, if a Union representative sends three (3) emails in a day, a minimum of 15 minutes of official time will be annotated on the time card.

7.2.1. Between Union officials. Government email may be used by Union representatives to send/receive correspondence to other Union representatives pertaining to official labor-management activities, such as grievances, notifications, pre-decisional topics, scheduling meetings and other acceptable topics in accordance with applicable rules.

7.3.1. Between Union officials and management. Government email may be used by Union representatives to send/receive correspondence to management officials pertaining to official labor-management activities, such as grievances, notifications, pre-decisional topics, scheduling meetings, and other acceptable topics in accordance with applicable rules. This correspondence must include a courtesy copy to the Union President and/or Executive Vice President and to the Labor Relations Officer and NAF HRO.

ARTICLE 33

FACILITIES & TRANSPORTATION

SECTION 1. Parking. The Employer will provide general parking areas in close proximity to facility work sites. Employees can park their privately owned vehicles in open spaces in these lots. The Union President will be provided a reserved parking place, location to be coordinated between Civilian Personnel and Union. The Executive Vice President and two Chief Stewards will be provided a reserved parking place, location to be agreed upon between the Squadron Commander and the Union official.

SECTION 2. Personal Facilities.

2.1. In the event unit employees work in an area where water fountains are not accessible, the Employer will ensure potable water is available. (This excludes bottled water or other item prohibited under the Anti-Deficiency Act.)

2.2. Employees will be provided lockers/space as required to safeguard official equipment and personal belongings. Locker facilities will be as close 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.

2.3. 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.

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

SECTION 3. Lunch/Break Areas.

3.1. 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.

3.2. Employees are responsible for cleaning up after themselves, i.e., removing waste from lunch/break, cleaning dishes, wiping tables, cleaning food preparation areas and microwaves/refrigerators, etc.

SECTION 4. Showers.

4.1. Shower facilities will be made available for employees who perform their duties in a work environment which requires them to shower at work. 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 soap. The Employer will be responsible for maintenance of the showers. The employee will clean up personal items after themselves.

4.2. 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 5. 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 restroom 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 6. Access to Facilities.

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

6.2. Building. In the event maintenance is needed which would close a facility, the Union and employees will be notified and an alternative location will be provided.

6.3. Employees are allowed access to morale, welfare, and recreation facilities IAW governing directives.

6.4. 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 7. Worksite Transportation for Employees.

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

7.2. 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.

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

7.4. 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 files the appropriate request in accordance with governing law and regulation. 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:

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

2.2. Negotiation agreements will be documented by a written memorandum of agreement (MOA) and signed by both parties. The MOA will be effective on the date it is approved by the agency head (DoD) or the 31st day after submitting the signed agreement for the Agency Head Review whichever is earlier. The MOA will not become effective if disapproved by the Agency Head. The MOA will remain in effect until a new contract is signed or the MOA is terminated by mutual agreement.

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

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

2.5. The number of members of the negotiating team will be no more than 2 members, but can be adjusted by mutual agreement prior to negotiations. For example, 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.

2.6. 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.

2.7. Any changes or additions to the ground rules identified above will be mutually agreed to by both parties prior to beginning mid-term negotiations for each topic.

ARTICLE 35

SUPERVISOR'S RECORD OF EMPLOYEE (Supervisor's Employee Work Folder (aka 971 folder))

SECTION 1. The Supervisor's Employee Work Folder (aka 971 folder) will be maintained in accordance with applicable regulations and used to record events in the employee's work history. The Supervisor's Employee Work Folder may include, but is not limited to: Position Description, Position Guide, automated AF Form 971, career brief, training records, notes of 2545'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 Employee Work Folder for the employee at reasonable intervals and upon reasonable notice. Copies of the contents of the Supervisor's Employee Work Folder will be provided to the employee upon request within five (5) work days.

NOTE: Notice can be verbal or written and "reasonable notice" refers to a reasonable amount of advance notice (time) to review the record.

SECTION 2. The Supervisor's Employee Work Folder will be safeguarded and stored in a manner that limits access to such records to supervisors or other agency officials as appropriate to the circumstances.

SECTION 3. Upon review of the record, the employee may write a rebuttal for any entry in the Supervisor's Employee Work Folder. The supervisor will inform the employee when a derogatory or negative entry is placed in the Supervisor's Employee Work Folder. The supervisor and employee will initial/date the entry.

ARTICLE 36

UNION HALL

NOTE: This Article duplicates Article 36 in the APF Labor Management Agreement and authorizes AFGE Local 1709 (APF and NAF) only one (1) office space on Dover AFB.

SECTION 1. The Employer will provide the Union an office space approximately 10' by 15'.

1.1. The office will be provided with the following amenities in good, working condition:

- one (1) telephone and one (1) non-DSN telephone line (for base and local calls);
- four office chairs (two (2) with wheels; two (2) without wheels);
- two (2) desks;
- one (1) lockable two-drawer file cabinet; and
- Union contact information will be publicized through available means, such as on the SharePoint EIM and Dover AFB public sites, in accordance with governing guidelines.

1.2. In accordance with AFI 32-9003, *Granting Temporary Use of Air Force Real Property*, and AFH 32-9007, *Managing Air Force Real Property*, a real estate legal instrument will be accomplished covering the space provided to the Union.

1.3. 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.

1.4. The Union will have unrestricted access to its office space in the assigned building. The Union will be provided keys to the building and the assigned room. Access to the room is prohibited by non-union officials (except for emergency personnel, i.e., fire department, security forces, civil engineer personnel) unless accompanied by a union official.

1.5. 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.

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

SECTION 2. The Employer 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 37

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ARTICLE 38

INFORMAL UNFAIR LABOR PRACTICE (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.

1.1. Step 1. If the Union is the charging party, a copy of the informal ULP charge will be provided in writing to the appropriate Group or Tenant Commander and to the Labor Relations Officer and NAF HRO. If the informal ULP charge applies to more than one group and/or tenant, the informal ULP charge will be provided in writing to the 436th Mission Support Group Commander and to the Labor Relations Officer and NAF HRO. In the event the Employer is the charging party, the informal ULP charge will be provided in writing to the President, AFGE Local 1709.

1.2. Step 2. Two Management representatives and two Union representatives will meet within seven (7) work days after receipt of the informal ULP charge. They will have up to 7 work days from receipt of the informal ULP charge to attempt resolution. An additional 7 work days will be allowed, if either party requires it, with notification to the other party.

1.3. 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.

ARTICLE 39

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ARTICLE 40

MAJOR ACCIDENT RESPONSE EXERCISES (MAREs)

SECTION 1. General. Both Parties recognize the need to exercise preparedness for a wide variety of emergencies, including Major Accident Response Exercises (MAREs) and recognize the need for Operational Security.

SECTION 2. Annual notice. The Employer will provide the Union the annual schedule of projected MAREs.

SECTION 3. Reminder. The Employer will remind supervisors and employees of upcoming MAREs. The reminder will include such things as:

- 3.1. Employees must inform supervisor of any medical concerns, appointments, etc.
- 3.2. Supervisors must inform Exercise Evaluation Team (EET) member(s) and/or appropriate person(s) of medical concerns, appointments, etc.
- 3.3. Employees should make sure they have their CAC at all times
- 3.4. Employees should bring something to eat to work as movement may be restricted
- 3.5. Scheduled lunch periods may be adjusted due to the exercise
- 3.6. Identification of Sector and location of Shelter In Place (SIP)
- 3.7. Smoke breaks should be coordinated with supervisors beforehand in case of restricted building access
- 3.8. Be aware of the FPCON/INFOCON and honor the posted signs
- 3.9. Location of meeting place(s) in case of building evacuation
- 3.10. Secure office, computers, desktops, privacy act paperwork, etc. quickly if we SIP or evacuate

SECTION 4. Schedules.

4.1. Bargaining unit employees (BUEs) will be released at the end of their duty day (unless required to stay – regular overtime rules will apply) and/or to attend scheduled appointments.

4.2. As much as possible, lunch periods will be maintained as normal. If not, lunch periods will be adjusted as necessary in keeping with Article 24, Section 3.

SECTION 5. Accommodations and Discrepancies.

5.1. The Employer will make necessary temporary accommodations for employees with medical concerns and/or handicaps.

5.2. Discrepancies can be addressed/identified to the EET member and will be resolved through the exercise evaluation process.

SECTION 6. Shelters-in-Place (SIP):

6.1. The amount of time BUEs participate in SIP should be minimized to include the amount of time required to comply with the applicable checklists and complete the SIP portion of the exercise.

6.2. BUEs will have access to water and bathroom facilities when needed during a SIP.

6.3. SIPs should meet the SIP guidelines published by Dover AFB.

ARTICLE 41

CERTIFICATION & EDUCATION REQUIREMENTS

Section 1. General. It is the Employer's right to determine qualifications and requirements for the job. When new certification(s) and/or education are required for current employees, appropriate arrangements will be negotiated with the Union prior to implementation.

Section 2. Procedures.

2.1. The Employer must notify the Union and NAF HRO of any changes in certification and/or education requirements (see Article 3).

2.2. Things to consider when negotiating appropriate arrangements may include (but are not limited to) the following:

1. Training materials;
2. Adequate amount of duty time to attend classes, prepare for/take certification/education exams, etc.;
3. Expenses;
4. Recertification, continuing education, etc.; and,
5. (Job description) updates.

Section 3. Information Assurance ("DoDD 8570") Certifications.

3.1. The employee shall be given 30 days advance notice of the (Information Technology) class to be attended.

3.2. The individual must schedule the exam within five (5) work days after completion of the course and take the exam within thirty (30) calendar days after receiving a test voucher. The exam will be administered during day shift duty hours and the employee will be in a duty status when taking the exam.

3.3. Remedial training will be provided in accordance with applicable regulations, i.e., DoDD 8570.01-M.

ARTICLE 42

TOBACCO USE

Section 1. General. Both parties agree that a healthy, tobacco-free environment is desired. In that endeavor, applicable regulations and instructions on tobacco use will be followed; the following exceptions apply to bargaining unit employees.

1.1. There will be a Tobacco Free Medical Treatment Facility and Fitness Campus.

1.2. For purposes of this contract, tobacco products include, but are not limited to, cigars, cigarettes, and electronic cigarettes (“e-cigarettes”) and may be used only in Designated Tobacco Areas (DTAs).

1.3. The use of smokeless tobacco, such as spit/loose tobacco, is authorized for bargaining unit employees except for those working in customer service areas (as defined by the Employer) and/or dealing with customers/children/youth. Except for designated tobacco areas, prohibited areas include, but are not limited to, all of Lodging, the Child Development Center, the Youth Center, and all kitchens/break rooms with food preparation areas and/or kitchen appliances. Smokeless tobacco users are responsible for disposing of their used tobacco products in a sealed, opaque container, not in clear view of others, and the container will be placed in a waste receptacle. (Ref: 2.1)

1.4. At installation entry gates, signs will be posted to the effect of: “Tobacco use is limited on this installation to Designated Tobacco Areas or as otherwise permitted.”

1.5. Employees should refrain from smoking as they pass through the security gates when entering the installation.

Section 2. Designated Tobacco Areas (DTAs).

2.1. The presence of DTAs on the installation does not prevent bargaining unit employees from using tobacco products in their privately owned vehicle (POV) except for identified tobacco free areas, such as the Medical Treatment Facility and Fitness Campus.

2.2. DTAs will generally comply with governing instructions, except as otherwise agreed upon in this Agreement and identified on the DTA maps. Specifically, smoking shall be a minimum of 50 feet from facility entry/egress and air intake ducts, except that smoking shall be a minimum of 100 feet from playgrounds. All DTAs will be identified with a sign stating “Designated Tobacco Area.”

2.3. Except in DTAs, smoking on outdoor recreation facilities is prohibited. Smoking outside on the golf course is permitted. Tobacco debris is the responsibility of the individual. The patio area outside the Golf Course Club House will be tobacco free.

2.4. Bargaining unit employees will not be restricted from walking and smoking at the same time, provided they do not violate other parts of this Agreement and the AFI. (REF: 2.2.4.2)

2.5. Management will notify the Union of any changes in working conditions, i.e., changes in Designated Tobacco Areas (DTAs) IAW Article 3 of this Agreement.

2.6. DTA’s may have shelters to protect the employees from weather elements. The Employer shall be responsible to ensure the area is provided with OSHA approved butt and/or garbage cans and ensure the area is reasonably free of snow and ice.

2.7. Tobacco users are responsible for properly disposing of their cigarette butts and debris. (Ref: 2.2.4.5)

Section 3. Tobacco Cessation Programs.

3.1. Employees may attend and complete a tobacco cessation course, when provided by the health and wellness center, provided the employee is eligible to receive benefits in accordance with governing regulations (i.e., AFI 40-107) as an enrollee in the Medical Treatment Facility and with supervisor's approval for absence from the work center.

3.2. Evidenced based Nicotine Replacement Therapy (NRT) will be authorized. Self-identification in a tobacco-cessation plan is acceptable.

ARTICLE 43

CIVILIAN DRESS, UNIFORMS, AND APPEARANCE

Employees are expected to comply with reasonable dress and grooming standards based on comfort, productivity, health, safety, and type of position occupied. Due to the diversity of work functions and locations, appropriate dress standards may vary significantly. Employee attire will be in good repair, and should not be considered offensive, disruptive, or unsafe. Employees required to wear uniforms will comply with activity-specific guidance for uniforms and grooming standards. Each NAF Activity will determine their dress and appearance standards in coordination with the Union, recognizing uniforms are a methods and means of performing work. The Union can only negotiate appropriate arrangements, as applicable.

ARTICLE 44

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GLOSSARY 1

ADAPT: Alcohol and Drug Abuse Prevention & Treatment Program

Agency Head Review: Process of review/approval by Department of Defense in accordance with 5 U.S.C. Chapter 71.

Business Based Action (BBA): A BBA is a reduction in employment category or pay rate, a change to lower grade or pay band, a furlough of eight calendar days or more, or a separation action initiated by management for non-disciplinary reasons.

Call-back Duty Time. Callback duty time is when a regularly scheduled, regular or flexible employee is required to work on a day when work was not scheduled, or when the employee is officially required to return to his or her place of employment. Compensation for callback duty is at least 2 hours (whether or not work is performed), including make-ready and cleanup time. Compensation is computed at the employee's regular basic rate of pay, unless the number of hours worked that day or week entitle the employee to overtime pay.

Call-in Duty Time. Call-in duty time is work performed by an unscheduled flexible employee who is officially required to report for work. Compensation for call-in duty must be at least 2 hours, (whether or not work is performed), including make-ready and cleanup time. Compensation is at the employee's regular basic rate of pay, unless the employee is entitled to overtime pay.

Contract year: Begins the effective date of the contract (on the cover of the Labor Management Agreement) and ends one year later

Effective Date of Contract: The contract becomes "effective", or the "effective date" of the contract is once ratification by the Union is complete and Agency Head has approved.

Internal Union Business: Activities concerned with or related to the internal management/business of the union, such as solicitation of membership, collection of dues, distribution of election ballots or campaigning for union office (4/17/12).

Management Proposal: Definition for Glossary:

Official time: Time spent conducting representational duties or labor-management relations while in a duty status. (4/17/12) Official time only applies to union representatives.

On-call: An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if: (Ref: 5 CFR 551.431)

- 1) The employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius; or
- 2) The employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another person.

Ratification: A union process of review/approval for the Labor Management Agreement

Split Shift. A split shift is two or more work periods within the workday, excluding overtime, when the break between the work periods exceeds 1 hour. Employees who are required to work split shifts must be allowed to use the time off between their shifts as they wish. If an employee is required to remain on the premises or to be available for work that may occur during the break, the break, under the Fair Labor Standards Act (FLSA), must be counted as hours of work.

Standby: An employee is on duty, and time spent on standby duty is hours of work if, for work-related reason, the employee is restricted by official order to a designated post of duty and is assigned to be in a state of readiness to perform work with limitations on the employee's activities so substantial that the employee cannot use the time effectively for his or her own purposes. (Ref: 5 CFR 551.431)

Union Officers: President, Executive Vice President, Secretary-Treasurer, Fair Practice Women's Coordinator, Chief Stewards, Sgt-at-Arms, Chaplain

Work days: Work days are Monday – Friday, excluding holidays and family days

GLOSSARY 2

The following definitions apply only to Alternative Work Schedules

Alternative work schedules (AWS) means both flexible work schedules and compressed work schedules.

Basic work requirement means the number of hours, excluding overtime hours, an employee is required to work or to account for by charging leave, credit hours, excused absence, holiday hours, compensatory time off, or time off as an award.

Compressed work schedule (CWS) means:

(1) in the case of a full-time employee, an 80-hour biweekly basic work requirement that is scheduled for less than 10 workdays; and

(2) in the case of a part-time employee, a biweekly basic work requirement of less than 80 hours that is scheduled for less than 10 workdays and that may require the employee to work more than 8 hours in a day. (See 5 U.S.C. 6121(5).)

Core hours means 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 agency to be present for work. (See 5 U.S.C. 6122(a)(1).)

Credit hours means those hours within a flexible work schedule 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. Note for clarification, credit hours are applicable only to flexible work schedules; there is no legal authority for credit hours within compressed work schedules. Credit hours may be earned only in the performance of assigned and necessary work.

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 site consistent with the duties and requirements of the position. (See 5 U.S.C. 6122(a) (2).)

Flexible work schedule (FWS) means a work schedule established under 5 U.S.C. 6122, that --

(1) In the case of a full-time employee, has 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 and this agreement; and

(2) in the case of a part-time employee, has 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 and this agreement.

Flexitour means a type of flexible work schedule in which an employee is allowed to select starting and stopping times within the flexible hours. Once selected, the hours are fixed until the agency provides an opportunity to select different starting and stopping times.

Hybrid means a combined flexible and compressed work schedule. There is no authority to establish hybrid work schedules that borrow selectively from the authority for flexible work schedules and the authority for compressed work schedules in an effort to create a hybrid work schedule program providing unauthorized benefits for employees or agencies. See Comptroller General report B-179810, December 4, 1979, and 50 FLRA No. 28, February 23, 1995. However, it should be noted that some forms of flexible work schedules (e.g., maxiflex) allow work to be compressed in fewer than 10 workdays in a biweekly pay period.

Gliding schedule means a type of flexible work schedule in which a full-time employee has a basic work requirement of 8 hours in each day and 40 hours in each week, may select a starting and stopping time each day, and may change starting and stopping times daily within the established flexible hours.

Maxiflex schedule A type of flexible work schedule that contains core hours on fewer than 10 workdays in the biweekly pay period and in which a full-time employee has a basic work requirement of 80 hours for the biweekly pay period, but in which an employee may vary the number of hours worked on a given workday or the number of hours each week within the limits established for the organization.

Organization means an entity within an agency that is headed by an official with the authority to establish tours of duty.

Overtime hours, when used with respect to FWS programs, refers to all hours in excess of 8 hours in a day or 40 hours in a week that are officially ordered in advance, but does not include credit hours. With respect to CWS programs, overtime hours refers to any hours in excess of those specified hours for full-time employees that constitute the compressed work schedule. For part-time employees, 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).

Prevailing rate employee is defined in 5 U.S.C. 5342(2). These employees are also known as Federal wage employees.

Temporary duty means the assignment of work for a specific period of time to: (1) the same job at a different site, (2) a different job at the same site, (3) a different job at a different site, or (4) training at the same or different site (site may be on or off base). Temporary duty includes details and temporary promotions from one bargaining unit position to another.

Tour of duty under a flexible work schedule means the limits set by an agency within which an employee must complete his or her basic work requirement. Under a compressed work schedule or other fixed schedule, tour of duty is synonymous with basic work requirement.

Variable day schedule means a type of flexible work schedule containing core hours on each workday in the week and in which a full-time employee has a basic work requirement of 40 hours in each week of the biweekly pay period, but in which an employee may have a set schedule with varying number of hours worked on a given workday within the week within the limits established for the organization and this Agreement. **Management's proposal (1/16/13):** add: For example, a variable day schedule could be a recurring schedule of: Monday – 10 hrs, Tuesday – 6 hrs, Wednesday – 10 hrs, Thursday – 6 hrs, Friday – 8 hrs. On short-notice, Management may direct variations to meet mission needs.

Work unit means an entity located in one place with a specific mission, with homogeneous procedures or technology, and headed by a supervisor or manager authorized to approve time and attendance reports and approve leave.

There is no authority to establish hybrid work schedules that borrow selectively from the authority for flexible work schedules and the authority for compressed work schedules in an effort to create a hybrid work schedule program providing unauthorized benefits for employees or agencies. See Comptroller General report B-179810, December 4, 1979, and 50 FLRA No. 28, February 23, 1995. However, it should be noted that some forms of flexible work schedules (e.g., maxiflex) allow work to be compressed in fewer than 10 workdays in a biweekly pay period.


Under 5 U.S.C. 6122 ([external link](#)), a flexible work schedule includes designated hours (core hours) and days when an employee must be present for work. A flexible work schedule also includes designated hours during which an employee may elect to work in order to complete the employee's basic (non-overtime) work requirement.

Under 5 U.S.C. 6121(5) ([external link](#)), a compressed work schedule means that an employee's basic work requirement for each pay period is scheduled (by the agency) for less than 10 workdays. See the definition and requirements for regularly scheduled work in 5 CFR 610.102 and 5 CFR 610.111(d).

This negotiated agreement between the American Federation of Government Employees Local 1709 and Dover AFB is signed this 13th day of November, 2017.

For the Union:

For the Employer:



JERRY DAVIES
President, AFGE Local 1709



ETHAN C. GRIFFIN, Colonel, USAF
Commander, 436th Airlift Wing

Approved by the Department of Defense on November 27, 2017.