

**BY ORDER OF THE
SECRETARY OF THE AIR FORCE**

**DEPARTMENT OF THE AIR FORCE
INSTRUCTION 36-134**



23 MARCH 2026

Personnel

LABOR-MANAGEMENT RELATIONS

COMPLIANCE WITH THIS PUBLICATION IS MANDATORY

ACCESSIBILITY: Publications and forms are available on the e-Publishing website at www.e-Publishing.af.mil for downloading or ordering.

RELEASABILITY: There are no releasability restrictions on this publication.

OPR: AF/A1C

Certified by: SAF/MR

Supersedes: DAFI36-134, 23 February 2026

Pages: 47

This instruction implements Department of the Air Force Policy Directive 36-1, *Appropriated Funds Civilian Management and Administration*. It contains the Department of the Air Force (DAF) procedures and guidance for managers and supervisors when working with a labor organization “union” recognized by law as the exclusive bargaining representative of civilian employees. It assigns responsibilities to commanders, management officials, supervisors, civilian personnel officers (CPOs), labor relations officers (LROs), human resource officers (HROs) and Staff Judge Advocates (SJAs), and used in conjunction with applicable *Federal Service Labor-Management Relations Statute*, Title 5, United States Code (USC) Chapter 71 (the Statute). This publication applies to the United States Space Force (USSF), Regular Air Force, Air Force Reserve, and Air National Guard civilian employees, administered under Title 5 USC. The Chief of the National Guard Bureau (CNGB) will determine the extent to which this instruction will apply to the Title 5 USC civilians of the National Guard Bureau or whether they will be governed by separate regulations issued by the CNGB. It does not apply to Title 32 Air National Guard technicians. It applies to such civilian employees to the extent permitted by 5 USC § 7103(b)(1), *Definitions: application* and Executive Order 12171, *Exclusions from Federal Labor-Management Relations Programs*, November 19, 1979, as amended. This publication is not intended to grant rights to employees or labor organizations other than rights already provided by law. This publication is not subject to national consultation or bargaining.

In collaboration with the Chief of Air Force Reserve (AF/RE) and the Director of the Air National Guard (NGB/CF), and the Deputy Chief of Space Operations for Human Capital (SF/S1), the Deputy Chief of Staff for Manpower, Personnel, and Services (AF/A1) develops personnel guidance for labor-management relations. This DAF publication may be supplemented at any

level; Field Command (FLDCOM) and Major Command (MAJCOM)-level supplements must be approved by the Human Resource Management Strategic Board (HSB) prior to certification and approval. Refer recommended changes and questions about this publication to the Office of Primary Responsibility (OPR) listed above using the DAF Form 847, *Recommendation for Change of Product*; route DAF Form 847 the field through the appropriate functional chain of command. Ensure all records generated as a result of processes prescribed in this publication adhere to Air Force Instruction 33-322, *Records Management and Information Governance Program*, and are disposed in accordance with the Air Force Records Disposition Schedule, which is located in the Air Force Records Information Management System. The authorities to waive wing/Space Force equivalent/unit level requirements in this publication are identified with a Tier (“T-0, T-1, T-2, T-3”) number following the compliance statement. See DAF Manual (DAFMAN) 90-161, *Publishing Processes and Procedures*, for a description of the authorities associated with the Tier numbers. Submit requests for waivers through the chain of command to the appropriate Tier waiver approval authority, or alternately, to the requestor’s commander for non-tiered compliance items. The use of the name or mark of any specific manufacturer, commercial product, commodity, or service in this publication does not imply endorsement by the DAF. Compliance with the attachments in this publication is mandatory.

SUMMARY OF CHANGES

This rewrite renumbers DAFI 36-134. This document has been substantially revised and must be completely reviewed. Major changes include clarification of roles and responsibilities of FLDCOM, MAJCOM, Field Operating Agencies and Direct Reporting Units; deleting reference to Defense Civilian Intelligence Personnel System in opening paragraph; deleting reference to Executive Order (EO) 14003, *Protecting the Federal Workforce*, issued 22 January 2021, now rescinded; incorporating labor-management relations training requirement; and clarifying agency head review submission procedures.

Chapter 1—OVERVIEW	6
1.1. The Labor-Management Relations Statute, commonly referred to as The Federal Service Labor-Management Relations Statute (FSLMRS), Title 5, USC, Chapter 71 governs labor-management relations in the federal government.	6
1.2. The DAF commanders and management representatives will maintain cooperative and productive labor-management relations.	6
1.3. The DAF will administer the labor relations program without unlawful discrimination based on the characteristics set out in 5 USC § 2302, Prohibited personnel practices, 29 CFR Part 1614, Federal Sector Equal Employment Opportunity, Equal Employment Opportunity Commission (EEOC) Management Directive 110, and the laws enforced by the EEOC. (T-0).....	6
Chapter 2—ROLES AND RESPONSIBILITIES	7
2.1. Assistant Secretary of the Air Force for Manpower and Reserve Affairs (SAF/MR).	7
2.2. Directorate of Civilian Force Management, Civilian Personnel (AF/A1C).	7

2.3.	Director, Civilian Policy and Programs (SF/S1C).	7
2.4.	Air Force Personnel Center (AFPC).	7
2.5.	The Judge Advocate General Corps, Civil Law and Litigation, Personnel and Information Law Division, Labor Relations Branch (AF/JACL).	8
2.6.	FLDCOM, MAJCOM, Field Operating Agency and Direct Reporting Unit:	8
2.7.	Installation Commanders.	9
2.8.	Civilian Personnel Officers.	9
2.9.	Installation Labor Relations Officers.	9
2.10.	Nonappropriated Fund (NAF) Human Resources Officers (HRO).	11
2.11.	Management Officials and Supervisors.	12
2.12.	Installation Staff Judge Advocate (SJA) Office.	13
Chapter 3—RIGHTS AND DUTIES OF AGENCIES AND LABOR ORGANIZATIONS		14
3.1.	Employee Rights.	14
3.2.	Strike, work stoppage, slowdown, or picketing is prohibited.	14
3.3.	Organizing.	14
3.4.	Representation Proceedings (5 Code of Federal Regulations (CFR) Part 2422).	15
Chapter 4—MANAGEMENT RIGHTS		16
4.1.	Management Decision Making Authority.	16
4.2.	Reserved Rights.	16
4.3.	Permissive Rights.	16
4.4.	Bargaining Procedures and Appropriate Arrangements.	16
Chapter 5—NATIONAL CONSULTATION RIGHTS (NCRS)		17
5.1.	Legal Requirement for Consultation.	17
5.2.	Matters Subject to Consultation.	17
5.3.	National Consultation Rights.	17
5.4.	How the DAF Accomplishes National Consultation.	17
5.5.	Labor organization request for meeting.	18
5.6.	No request for NCR.	18
Chapter 6—DUTY TO BARGAIN		19
6.1.	Duty to Bargain.	19
6.2.	Past Practice.	19
6.3.	De minimis.	20
6.4.	Negotiability Appeals.	20

6.5. Unilateral CBA Implementation.....	21
Chapter 7—COLLECTIVE BARGAINING/NEGOTIATIONS	22
7.1. Formal Negotiations.	22
7.2. Methods.	22
7.3. Process.	22
7.4. Condition of Employment.....	22
7.5. Contracts.	22
7.6. Language.....	23
7.7. Mediation.....	23
7.8. Federal Service Impasses Panel (FSIP).	23
7.9. Policy.	23
7.10. Agency Head Review Approval Distribution.	24
Chapter 8—AGENCY HEAD REVIEW	25
8.1. The DAF Labor Agreements.	25
8.2. Negotiated Agreements Subject to Agency Head Review.....	25
8.3. Agency Head Reviews.....	25
8.4. Documents.	26
8.5. Ratification.....	26
8.6. Timeliness.....	26
8.7. Rollover or Automatic Renewal.	26
Chapter 9—FORMAL DISCUSSIONS	28
9.1. Obligation.	28
9.2. Formal Discussion or Meetings.	28
9.3. Weingarten Rights.	29
Chapter 10—OFFICIAL TIME	31
10.1. Official Time to Perform Representational Functions.....	31
10.2. Recording Official Time.....	31
Chapter 11—REQUESTS FOR INFORMATION	33
11.1. Requests for Information.	33
Chapter 12—UNFAIR LABOR PRACTICES	34
12.1. Basis for Unfair Labor Practices.....	34
12.2. Refusing to Bargain in Good Faith.	34

12.3.	Compliance with Regulations.	34
12.4.	ULP Avoidance.....	34
Chapter 13—	GUIDELINES RELATED TO UNFAIR LABOR PRACTICE CHARGES	36
13.1.	ULP filing.	36
13.2.	ULP filings with the FLRA.....	36
13.3.	ULP resolving.	36
13.4.	AF/JACL Representatives for ULPs.....	36
13.5.	Unfair Labor Practice Charges Filed Against Installation Management.	36
13.6.	Reporting Guidelines.	36
13.7.	Decisions by the Administrative Law Judge.	37
Chapter 14—	NEGOTIATED GRIEVANCES	38
14.1.	Procedures.....	38
14.2.	Exclusivity.	38
14.3.	Statutory Exclusions.	38
14.4.	Negotiated Exclusions.	38
14.5.	Representation.	38
Chapter 15—	ARBITRATION PROCEDURES	39
15.1.	Questions and Issues.....	39
15.2.	Management Representative in Arbitration Proceedings.....	39
15.3.	Submission Agreements.	39
15.4.	Matters Before the Arbitrator.....	39
15.5.	Dating of Arbitration Awards.	39
15.6.	Special Reporting Requirements.....	39
Chapter 16—	EXCEPTIONS TO ARBITRATION AWARDS	40
16.1.	Grounds for Appeal.	40
16.2.	Arbitration Exceptions.	40
Chapter 17—	BARGAINING UNIT STATUS (BUS) CODES AND DUES WITHHOLDING	41
17.1.	Bargaining Unit Status (BUS) Codes.	41
17.2.	Obtaining a BUS Code.	41
17.3.	Dues Withholding.....	41
Attachment 1—	GLOSSARY OF REFERENCES AND SUPPORTING INFORMATION	43

Chapter 1

OVERVIEW

1.1. The Labor-Management Relations Statute, commonly referred to as The Federal Service Labor-Management Relations Statute (FSLMRS), Title 5, USC, Chapter 71 governs labor-management relations in the federal government. The Statute prescribes certain rights to, and imposes obligations upon employees, labor organizations, and management. The DAF is committed to fostering an effective labor-management relationship that contributes to the overall efficiency of the mission and is within the public interest. The terms defined in 5 USC § 7103(a) contain the same meaning when used in this instruction.

1.2. The DAF commanders and management representatives will maintain cooperative and productive labor-management relations. Management will bargain in good faith and provide labor organization information necessary for negotiations to the extent permitted by law or regulation. (T-0)

1.3. The DAF will administer the labor relations program without unlawful discrimination based on the characteristics set out in 5 USC § 2302, *Prohibited personnel practices*, 29 CFR Part 1614, *Federal Sector Equal Employment Opportunity*, Equal Employment Opportunity Commission (EEOC) Management Directive 110, and the laws enforced by the EEOC. (T-0)

Chapter 2

ROLES AND RESPONSIBILITIES

2.1. Assistant Secretary of the Air Force for Manpower and Reserve Affairs (SAF/MR). Serves as an agent of the Secretary and provides guidance, direction, and oversight for all matters pertaining to the formulation, review, and execution of plans, policies, programs, and budgets.

2.2. Directorate of Civilian Force Management, Civilian Personnel (AF/A1C).

2.2.1. Provides guidance on provisions of this instruction.

2.2.2. Advises Headquarters Air Staff management officials of their responsibilities and obligations for national consultation on the DAF instructions, manuals, pamphlets, and other changes to policies and programs impacting bargaining unit employees.

2.2.3. Advises the Space Director, Civilian Policy and Programs, of their responsibilities and obligations for national consultation on the DAF instructions, manuals, pamphlets, and other changes to policies and programs impacting bargaining unit employees.

2.2.4. Facilitates national consultation.

2.2.5. Represents the DAF management with national labor organizations.

2.2.6. Maintains an effective relationship with the Secretary of Air Force Assistant General Counsel for Administrative Law (SAF/GCA), and the Judge Advocate General Corps, Civil Law and Litigation, Personnel and Information Law Division, Labor Relations Branch (AF/JACL) on labor relations matters.

2.2.7. Advocates for cooperative and productive labor-management relations.

2.2.8. Review and oversee precedential or controversial labor relations matters with DAF-wide ramifications.

2.3. Director, Civilian Policy and Programs (SF/S1C).

2.3.1. The director of civilian personnel will designate an individual as the principal point of contact for labor relations to AF/A1C, AF/JACL, AFPC, and with subordinate FLDCOMS.

2.3.2. Provides USSF input to AF/A1C for development of DoD and DAF labor-management relations policy.

2.3.3. Advises subordinate organizations on service policies affecting the civilian workforce and associated labor obligations.

2.3.4. Advocates for cooperative and productive labor-management relations.

2.3.5. Reviews and oversee precedential or controversial labor relations matters.

2.4. Air Force Personnel Center (AFPC).

2.4.1. Provides operational guidance and management advisory services on a wide range of labor relations issues including bargaining obligations and contract negotiation.

2.4.2. Serves as the agency focal point for FLDCOM, MAJCOM, and installation labor relations issues requiring collective resolution for the overall program.

2.5. The Judge Advocate General Corps, Civil Law and Litigation, Personnel and Information Law Division, Labor Relations Branch (AF/JACL).

2.5.1. Represents the activity in any representation petitions and proceedings. This includes engaging in any litigation activities (i.e., preparing briefs, attending hearings).

2.5.2. Defends against and files Unfair Labor Practice (ULP) charges with the Federal Labor Relations Authority (FLRA) for the DAF installations. This includes engaging in any litigation activities necessitated by a ULP.

2.5.3. Coordinates written declarations of non-negotiability to the Defense Civilian Personnel Advisory Service (DCPAS). Management may not declare proposals non-negotiable without DCPAS review and concurrence.

2.5.4. Defends any negotiability disputes brought before the FLRA. This includes engaging in any litigation activities (i.e., preparing briefs, attending hearings) necessitated by a negotiability dispute.

2.5.5. Prepares and responds to appeals of arbitration awards made under 5 USC § 7122, *Exceptions to arbitral awards*, of the Statute or other applicable provisions of law or regulation with activity, FLDCOM and MAJCOM involvement.

2.5.6. Represents installation, FLDCOM and MAJCOM management in any impasse proceedings filed with the Federal Service Impasses Panel (FSIP). This includes engaging in any litigation activities necessitated by FSIP proceeding.

2.5.7. The Air National Guard and some Air Force Materiel Command (AFMC) bases are responsible for labor law representation for their respective organizations, with the exception of representation in federal court. AF/JACL has representational responsibility for all labor litigation filed against the DAF in Federal Court. AF/JACL also has all "FLRA litigation" responsibility (with the exception of FLRA litigation involving select AFMC bases, Air Force Reserve Command bases, and Air National Guard bases). The term "FLRA litigation" as used in this instruction refers to all matters filed against or on behalf of the DAF with the FLRA, the FLRA Office of the General Counsel and its Regional Offices, and the FSIP.

2.6. FLDCOM, MAJCOM, Field Operating Agency and Direct Reporting Unit:

2.6.1. The director of civilian personnel will designate an individual as the principal point of contact for labor relations to AF/A1C, SF/S1C (as appropriate), AFPC, and with subordinate installations.

2.6.2. Advises subordinate organizations on Command policies affecting the civilian workforce and associated labor obligations.

2.6.3. Reviews and oversee precedential or controversial labor relations matters.

2.6.4. HQ AFMC provides guidance, oversight, interpretation, and administration of AFMC-wide collective bargaining agreements (CBAs) with labor organizations holding recognition at the MAJCOM level.

2.6.5. HQ AFRC provides oversight and advisory on labor relation matters impacting the Air Reserve Technician (ART) program. **(T-1)**

2.6.6. Timely uploads CBAs and arbitrator awards to the Office of Personnel Management (OPM) CBA database.

2.7. Installation Commanders.

2.7.1. Provide overall direction in the execution of the labor-management relations program at the installation.

2.7.2. Designate CPOs or LROs to act on their behalf in formulating local labor-management relations policy for appropriated fund employees.

2.7.3. Designate NAF HRO to act on their behalf in formulating local labor-management relations policy for NAF employees.

2.7.4. Ensure sufficient resources to effectively manage the program.

2.7.5. Authorize subordinates to engage in collective bargaining with the duly elected representatives of the labor organization. CPOs, LROs, and/or HROs are required to be appointed as an authorized agency representative for all collective bargaining activities.

2.7.6. Make lawful commitments on behalf of the installation by executing negotiated labor-management agreements.

2.7.7. In consultation with the appropriate AF/JACL and LRO/HRO, execute appropriate actions to resolve alleged ULPs filed by individuals or collective bargaining agents.

2.7.8. In consultation with the appropriate AF/JACL and LRO/HRO, approve the filing of ULP charges, as necessary, against collective bargaining agents when the FLDCOM and MAJCOM has delegated the authority to the installation.

2.7.9. Post notices and implement orders as required by the FLRA.

2.8. Civilian Personnel Officers.

2.8.1. Serve as principal advisors to commanders and their staff on labor-management relations matters involving appropriated fund employees.

2.8.2. Designate an LRO as the principal point of contact in conducting labor relations matters with appropriated fund labor organization representatives.

2.8.3. If appropriate, designate an HRO as the principal point of contact in conducting labor relations matters with NAF labor organization representatives.

2.8.4. Participate in contract negotiations with labor organization representatives as designated by the commander.

2.8.5. Ensures the LRO/HRO obtains agency head review of labor agreements as identified in **paragraph 8.3** in accordance with **paragraph 8.1** of this instruction.

2.8.6. Responsible for validating LROs and HROs successful completion of the DAF Labor-Management Relations Course, or equivalent level course, within 24 months of assuming duties.

2.9. Installation Labor Relations Officers.

2.9.1. Provide advisory services on a wide range of labor-management relations issues to all levels of installation management. Serve as the principal point of contact in conducting labor-

management relations matters with appropriated fund labor organization representatives and communicate with those representatives as required by the Federal Service Labor-Management Relations Statute or an applicable CBA.

2.9.2. Successfully complete the DAF Labor-Management Relations Course, or equivalent level course, within 24 months of assuming duties. Prior successful completion of the DAF Labor-Management Relations Course or an equivalent level course may fulfill the training requirement.

2.9.3. Establish a system for sharing information among management officials and supervisors on all aspects of the appropriated fund labor relations program. This system involves management officials and supervisors of tenant organizations serviced by the civilian personnel section, regardless of whether the tenants are located on or off the installation.

2.9.4. Discuss labor-management relations responsibilities with new supervisors of appropriated fund bargaining unit employees.

2.9.5. Train civilian and military management officials and supervisors in their duties, responsibilities, and obligations under the DAF labor-management relations program, the Statute and the CBA.

2.9.6. Obtain agency head review of labor agreements as identified in [paragraph 8.3](#) in accordance with [paragraph 8.1](#) of this instruction.

2.9.7. Distribute or post any applicable approved CBA to all current and newly assigned management officials and supervisors (military and civilian) responsible for its administration.

2.9.8. Maintain an effective relationship with AF/A1C, SF/S1C (as appropriate), and AF/JACL on labor relations matters.

2.9.9. Notify employees in bargaining units of their Weingarten rights in accordance with 5 USC § 7114(a)(3) of the Statute on an annual basis.

2.9.10. Track and report use of official time as required.

2.9.11. Assist the appropriate legal office with requests from the labor organization for information and bargaining proposals, if needed.

2.9.12. Consult with AF/A1C and AF/JACL at least 90 days prior to automatic renewal or rollover of CBAs. Rollover CBAs require agency head review.

2.9.13. Coordinate with AFPC where the outcome of negotiations may affect or impact operations or require the AFPC to take certain actions.

2.9.14. Participate in contract negotiations with labor organization representatives as designated by the commander.

2.9.15. In coordination with management officials, conducts annual review to ensure civilian position descriptions and position requirement documents are coded with the correct bargaining unit status (BUS) code and any applicable reason code and validating the correct coding is in the Defense Civilian Personnel Data System automated database. The LRO is the final authority for determining a BUS code.

2.9.16. Assist management in responding to requests for information submitted pursuant to the Statute or an applicable CBA.

2.9.17. Process grievances submitted under a negotiated grievance procedure or administrative grievance system, as applicable.

2.9.18. Coordinate with management, SJA, and AF/JACL on representation cases, ULP charges, negotiability issues, and arbitration awards.

2.9.19. Maintain records of applicable Certification of Representatives (COR) and agreements under their purview. Ensures necessary actions are taken to maintain accuracy of and preserve copies in support of administering the program. Maintains records of significant dealings with labor organization representatives and participates in third-party administrative proceedings, as required.

2.9.20. Coordinate with the CPO, AF/A1C, and AF/JACL, if necessary, on all labor-management issues with base-wide or DAF-wide ramifications.

2.9.21. Labor relation matters impacting the ART program require coordination with HQ AFRC, as appropriate. **(T-1)**

2.10. Nonappropriated Fund (NAF) Human Resources Officers (HRO).

2.10.1. Provides advisory services on a wide range of labor-management relations issues to all levels of installation management. Serves as the principal point of contact in conducting labor-management relations matters with NAF labor organization representatives and communicates with those representatives as required by the Federal Service Labor-Management Relations Statute or an applicable CBA.

2.10.2. Successfully completes the DAF Labor-Management Relations Course, or an equivalent level course, within 24 months of assuming duties. Prior successful completion of the DAF Labor-Management Relations Course or an equivalent level course may fulfill the training requirement.

2.10.3. Discusses labor-management relations responsibilities with new supervisors of NAF fund bargaining unit employees.

2.10.4. Trains civilian and military management officials and supervisors in their duties, responsibilities, and obligations under the DAF labor-management relations program, the Statute and any applicable CBA.

2.10.5. Obtains agency head review of labor agreements as identified in [paragraph 8.3](#) in accordance with [paragraph 8.1](#) of this instruction.

2.10.6. Distributes or post any applicable, approved CBA to all current and newly assigned management officials and supervisors (military and civilian) responsible for its administration.

2.10.7. Notifies employees in bargaining units of their Weingarten rights set forth in 5 USC § 7114(a)(3) of the Statute on an annual basis.

2.10.8. Tracks and reports use of official time as required.

2.10.9. Participates in contract negotiations with labor organization representatives as designated by the commander.

2.10.10. In coordination with management officials, conducts annual review to ensure civilian position descriptions are coded with the correct BUS code and any applicable reason code and

validating the correct coding is in the Defense Civilian Personnel Data System automated database. The HRO is the final authority for determining a BUS code.

2.10.11. Assists management in responding to requests for information submitted pursuant to the Statute or an applicable CBA.

2.10.12. Processes grievances submitted under a grievance procedure.

2.10.13. Coordinates with management and AF/JACL on representation cases, ULPs, negotiability issues, and arbitration awards.

2.10.14. Coordinates with the CPO, and AF/JACL if necessary, on all labor-management issues with base-wide or DAF-wide ramifications.

2.10.15. When applicable, the labor relations officer may perform the above functions and/or assist the HRO.

2.10.16. Maintains records of applicable Certification of Representatives (COR) and agreements under their purview. Ensures necessary actions are taken to maintain accuracy of and preserve copies in support of administering the program. Maintains records of significant dealings with labor organization representatives and participates in third-party administrative proceedings, as required.

2.11. Management Officials and Supervisors.

2.11.1. Remain neutral in matters concerning labor organization membership and representation to the extent required by the law.

2.11.2. Administer the negotiated agreement in the day-to-day work relationship with the labor organization and bargaining unit employees. Engage with labor organization representatives on matters where appropriate. If the matter is outside the jurisdiction of a management official or supervisor, guidance is to be sought from the LRO/HRO and refers the labor organization representative to the LRO/HRO as appropriate.

2.11.3. Participate in contract negotiations with labor organization representatives when designated by the commander.

2.11.4. Keep records of significant dealings with labor organization representatives and participate in third-party administrative proceedings, as required.

2.11.5. Seek the advice and recommendation of their servicing LRO/HRO regarding interpretation of the CBA and any change in bargaining unit working conditions, policies, procedures, etc. Ensure bargaining obligations are met prior to implementing changes to conditions of employment.

2.11.6. Assist LRO and legal advisors in preparing for third-party proceedings.

2.11.7. Review and approve requests for official time in accordance with the Statute and local agreements.

2.11.7.1. Track official time usage by ensuring the use of official time is properly approved and recorded in the time and attendance system.

2.12. Installation Staff Judge Advocate (SJA) Office.

2.12.1. Provides legal support for the labor relations program. Reviews the agency and labor organizations bargaining proposals. Review the labor organizations requests for information.

2.12.2. Coordinates, when appropriate, with the AF/A1C, SF/S1C, AF/JACL, CPO, LRO, and HRO on the terms of any proposed settlement agreement in third-party proceedings involving conditions of employment for civilian employees.

2.12.3. Represents the activity in arbitration proceedings arising out of a negotiated grievance procedure.

2.12.3.1. The servicing SJA office will coordinate with AF/JACL to ensure there are no DAF-wide implications.

2.12.3.2. AF/JACL represents the DAF when there are DAF-wide implications.

2.12.4. CPO, LRO, or HRO may represent the DAF in a third-party hearing with approval from the AF/JACL.

Chapter 3

RIGHTS AND DUTIES OF AGENCIES AND LABOR ORGANIZATIONS

3.1. Employee Rights. In accordance with 5 USC § 7102, *Employee rights*, each covered employee has 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 covered employee shall be protected in the exercise of such right. Employees are ineligible for statutory coverage when excluded by 5 USC § 7112(b) or 7103(b)(1) and Executive Order 12171, *Exclusions from Federal Labor-Management Relations Programs*, November 19, 1979, as amended. **Chapter 3** of this instruction only applies to covered employees (except for **paragraph 3.2**, which applies to all employees). **(T-0)**

3.1.1. Employees have the right 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.

3.1.2. Employees have the right to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this chapter.

3.1.3. While typically an employee has limited control over whether he or she is covered by a bargaining unit, it is the employee's decision whether to be a dues-paying member and how actively engaged in the administration of the labor organization.

3.2. Strike, work stoppage, slowdown, or picketing is prohibited. It is unlawful and grounds for termination for a Federal employee to “participate in a strike, or assert the right to strike, against the Government of the United States” (5 USC § 7311, *Loyalty and striking*). Further, it is an ULP for labor organizations to call, or participate in, a strike, work stoppage, or slowdown, or picketing of an agency in a labor-management dispute if such picketing interferes with the agency’s operations (5 USC § 7116, *Unfair labor practices*). When such actions are threatened or occur, management officials and supervisors must immediately notify the CPO, who ensures notification is made to the SJA. **(T-1)** The CPO or LRO/HRO ensures notification is made to AF/JACL. The CPO or LRO/HRO and SJA advise management on a course of action given the facts of the situation.

3.2.1. For guidance and procedures related to contractor employees’ reference DAFI 64-106, *Contracting Labor Relations Activities*. Potential or actual contractor labor disputes are to be promptly referred to the contract administration office who will notify the labor relations coordinator (LRC) and regional labor advisors (RLA).

3.3. Organizing. The Statute provides that an agency shall recognize a labor organization as the exclusive representative of employees in a bargaining unit, if that organization has been selected as the representative by a majority of the unit's employees who voted in a secret ballot election. **(T-0)**

3.3.1. In order for a labor organization to represent employees, it must first file a petition with the FLRA. That petition must establish that at least 30% of the employees in the proposed unit wish to be represented by the labor organization as evidenced by their signatures, and that the unit is appropriate. To be appropriate, a unit must:

- 3.3.1.1. Demonstrate a community of interest;
- 3.3.1.2. Promote effective dealings with the agency; and
- 3.3.1.3. Promote the efficiency of agency operations.

3.3.2. Employees already represented by a labor organization may petition the FLRA to be represented by another labor organization or to be unrepresented. A petition must be filed with signatures of at least 30% of the employees in the unit asserting that the exclusive representative is no longer the representative of a majority of unit employees. Provided that at least one year has elapsed since a representation election was conducted, the FLRA will hold an election and representation (or lack thereof) will be determined by a majority of the ballots cast. A negotiated agreement between labor and management bars another labor organization from seeking to represent the bargaining unit until shortly before the expiration of the existing negotiated agreement. At that time (not more than 105 or less than 60 days prior to the expiration of an agreement of 3 years or less), the FLRA will consider a petition timely if filed by a rival labor organization.

3.3.3. Petitions may be filed to amend or clarify the description of a bargaining unit (e.g., if a reorganization changes the name of the activity), to consolidate two or more bargaining units, or to determine if individual employees are included in the bargaining unit. Activities must coordinate with AF/JACL to file a petition upon any organizational changes which impact the bargaining unit's description. Where Department of Defense components are co-located, bargaining units should not cover more than one component (e.g. DAF and Navy or DAF and Army employees).

3.4. Representation Proceedings (5 Code of Federal Regulations (CFR) Part 2422). When the installation, FLDCOM or MAJCOM receives a representation petition from the FLRA Regional Director, it must notify AF/JACL immediately and forward a copy of the petition to that office within two workdays. **(T-1)** Prior to filing with or responding to the FLRA, AF/JACL in conjunction with AF/A1C, and SF/S1C (as appropriate), will coordinate with the DCPAS on FLRA representation proceedings.

3.4.1. The DCPAS will make a final policy determination on any Component-initiated petition filing or Component response to a labor organization initiating a petition and may withdraw the Component's representation petition or response filing if there are DoD-wide or other significant implications. AF/JACL assigns a management representative to the case and notifies the FLRA Regional Director of such assignment. The assigned representative issues or coordinates on any further management correspondence concerning the case.

Chapter 4

MANAGEMENT RIGHTS

4.1. Management Decision Making Authority. Management rights are those areas over which management exercises exclusive decision-making authority as spelled out in 5 USC § 7106, *Management rights*. Contact the LRO/HRO, AF/A1C, and AF/JACL for questions on mandatory and permissive subjects of bargaining.

4.2. Reserved Rights. The content of and decision to exercise Statutory rights are non-negotiable and enumerated in 5 USC § 7106(a). The reserved rights of management include the right:

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

4.2.2. In accordance with applicable laws-

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

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

4.2.2.3. With respect to filling positions, to make selections for appointments from-

4.2.2.3.1. Among properly ranked and certified candidates for promotion; or

4.2.2.3.2. Any other appropriate source; and

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

4.3. Permissive Rights. Unless otherwise prohibited by Presidential Executive Order, management may elect to bargain over permissive subjects, as outlined in 5 USC § 7106(b)(1). Permissive subjects include the right to determine the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.

4.3.1. The Statute does not require bargaining over these topics. However, if they are included in the CBA, they remain enforceable for the duration of the agreement unless superseded by changes in law.

4.4. Bargaining Procedures and Appropriate Arrangements. While the rights outlined in paragraph 4.2.1 and 4.2.2 are non-negotiable, management is required to bargain, upon request, over the following as outlined in 5 USC § 7106 (b)(2) and (b)(3), provided the matter is not already covered by the CBA:

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

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

Chapter 5

NATIONAL CONSULTATION RIGHTS (NCRS)

5.1. Legal Requirement for Consultation. 5 USC § 7113, *National consultation rights* of the Statute requires the DAF to consult with labor organizations afforded NCR. Any issue relating to a labor organization's eligibility for, or continuation of national consultation, is subject to determination by the FLRA.

5.2. Matters Subject to Consultation. The DAF informs labor organizations granted NCR of any substantive change in conditions of employment proposed by the AF that are applicable to field activities. Conditions of employment means personnel policies, practices, and matters (whether established by rule, regulation, or otherwise) affecting working conditions of bargaining unit employees. For example, if a DAF organization proposed an instructional change to the safety requirements for flight line employees; it would constitute a change in working conditions. The DAF need not provide national consultation opportunities where it has already been done by the Department of Defense, unless the DAF proposes supplemental policies or programs.

5.3. National Consultation Rights. NCRs are not a substitute for, nor excuse, an installation or activity from the obligation to give notice and, upon request, bargain with its recognized labor organization to the extent required by law over planned changes in conditions of employment (i.e., impact and implementation bargaining).

5.4. How the DAF Accomplishes National Consultation.

5.4.1. Each directorate or equivalent organization level in DAF is responsible for national consultation on matters within its jurisdiction. All notifications, with attachments, will be coordinated through AF/A1C prior to being sent to labor organizations. **(T-1)** AF/A1C will provide guidance on the necessity of consultation and the content of national consultation notification. **(T-1)**

5.4.2. The office of functional responsibility (i.e., the proposing organization) drafts the national consultation notification and forwards to AF/A1C. AF/A1C notifies the national labor organizations afforded consultation rights. The draft notification is to include the name and telephone number of the DAF action officer to whom questions may be directed. The office of functional responsibility maintains copies of the notification reflecting compliance with these requirements.

5.4.3. Timing the issuance of national consultation notification to labor organizations granted NCR is critical. Copies should be provided after receipt of FLDCOM, MAJCOM, HQ USSF, and HQ USAF coordination, but before the proposed action is coordinated for certification. Labor organizations are provided with a copy of the proposed changes in the final draft form. Providing an action in the final form to the labor organization would not meet the spirit and intent of consultation because any helpful or important suggestions or comments provided to the DAF may not be incorporated into the policy.

5.4.4. Request a formal reply from the labor organization including a reasonable due date for such a reply. Except in unusual circumstances when the time factor is critical, the notification will provide no less than 30 calendar days for response from the labor organizations. **(T-1)**

5.5. Labor organization request for meeting. A labor organization may request a meeting to discuss the proposed change. This request must be made within the comment period. The office to which the request is made will promptly arrange the meeting. The office will carefully consider the labor organization's views and comments and then provide an appropriate response. A response may be provided either at the time of the meeting or at a later date in writing. This type of meeting does not alleviate the responsibility for, or take the place of, bargaining at the local level. **(T-1)**

5.6. No request for NCR. If a response is not received by the specified time in the national consultation notification, and an extension is not granted, the NCR obligation will be considered fulfilled. The proposed change may be implemented subject to local bargaining. If a labor organization with NCR submits timely views or recommendations, the office of functional responsibility will consider such views and recommendations prior to taking final action. Copies of any responses from labor organizations should be retained with copies of the national consultation notification. **(T-1)**

5.6.1. The office of functional responsibility will inform each labor organization of the final action taken on its views or comments. The labor organizations will be informed before implementation of the proposed change. Notification will include a brief explanation of why the office of primary responsibility did or did not incorporate the views or comments. **(T-1)**

5.6.2. Offices of functional responsibility will keep AF/A1C informed of consultation, labor organization responses, any subsequent correspondence to allow timely monitoring of the progress of such consultation, and compliance with the Statute. **(T-1)**

5.6.3. Upon completion of NCR, the office of primary responsibility may proceed with the publication process. The office of primary responsibility is required to notify AF/A1C of the publications official release.

Chapter 6

DUTY TO BARGAIN

6.1. Duty to Bargain. The following list provides reasons why a particular proposal may fall outside management's duty to bargain. This listing does not address whether a proposal is non-negotiable (e.g., violates management's rights or government-wide law, rule or regulation). If management has any questions regarding whether the agency has a duty to bargain over a proposal, it must contact the LRO/HRO who provides guidance on the matter. **(T-1)** When necessary, the LRO/HRO coordinates with AF/A1C and AF/JACL for further guidance. Management should consider the following questions when reviewing a labor organization proposals:

- 6.1.1. Does the proposal directly affect non-bargaining unit employees' conditions of employment?
- 6.1.2. Does the proposal directly affect the conditions of employment of employees in other bargaining units?
- 6.1.3. Does the proposal concern matters unrelated to conditions of employment or is it outside of the working relationship?
- 6.1.4. Is the subject matter of the proposal covered by (included in) the parties' agreement?
- 6.1.5. Did the parties previously negotiate over the proposal and elect not to include it in the negotiated agreement?
- 6.1.6. Does the management-initiated change, which is the subject of the negotiations, have a de minimis effect on the bargaining unit employees?
- 6.1.7. Has the labor organization specifically waived its right to negotiate over the matter?
- 6.1.8. Does the proposal limit management's reserved rights (e.g., requiring management to notify the labor organization 15 days prior to filing a ULP charge)?
- 6.1.9. Was management authorized to take the action it is proposing by the terms of the parties' agreement?
- 6.1.10. Does a law or government-wide rule or regulation provide the agency with sole and exclusive discretion to take a particular action?
- 6.1.11. Does the proposal conflict with agency or government wide rules and regulations for which there is a compelling need under 5 USC § 7117, *Duty to bargain in good faith; compelling need; duty to consult*?

6.2. Past Practice. Management may need to bargain over a change to a past practice. A past practice is defined as an existing practice, sanctioned by use and acceptance by either management or labor organization, which is not specifically included in the CBA. A past practice is found to exist when the following conditions are present:

- 6.2.1. The practice is a condition of employment and/or working conditions.
- 6.2.2. The practice has been consistently practiced over an extended period of time. There is no precise answer to what "consistently" means or how long "an extended period of time" is. In determining whether a past practice has been established, management should consider the frequency of the occurrence.

6.2.3. Management is aware of the practice.

6.2.4. Whether or not a practice becomes a past practice is determined on a case-by-case basis. Normally, supervisors cannot unilaterally stop an established past practice. Rather, they give notification to the labor organization of intent to terminate or modify the practice and afford the labor organization an opportunity to bargain, if requested. The proposed change to the past practice cannot be implemented until negotiations have been completed. One exception to this is if the past practice is illegal. In that case, cease the practice immediately, provide the labor organization notice of the change, the reason for its immediate termination and an opportunity to bargain over the impact and implementation of the change.

6.3. De minimis. The term “de minimis” is used to refer to a change in conditions of employment that is not significant enough to require bargaining. Thus, if an issue is more than de minimis (important enough) the agency must bargain the issue. Any questions regarding the application of the de minimis test should be referred to the LRO/HRO for guidance. If additional guidance is required, the LRO/HRO contacts AF/JACL for assistance.

6.4. Negotiability Appeals. Whenever a question of negotiability arises, the LRO/HRO will consult with AF/A1C and AF/JACL. **(T-1)** AF/A1C and AF/JACL will coordinate any negotiability appeal with DCPAS. **(T-0)**

6.4.1. If a labor organization requests a written allegation of non-negotiability, the LRO/HRO is required to:

6.4.1.1. Obtain approval from the DCPAS, AF/A1C, and AF/JACL before providing a written response to the labor organization. **(T-0)**

6.4.1.2. Provide copies of the labor organization’s proposal and management’s counter proposal (if appropriate) to the DCPAS with the rationale used to determine that the issue is non-negotiable, including supporting case law; **(T-0)** and

6.4.1.3. Provide a written response to the labor organization within 10 calendar days of the labor organization’s written request following DCPAS approval. The written response will provide management’s rationale for declaring the labor organization proposal non-negotiable. **(T-0)**

6.4.2. If a labor organization files a petition for review with the FLRA within 15 calendar days of receipt of the written allegation of non-negotiability of a proposal, AF/JACL will submit to DCPAS at dodhra.mc-alex.dcpas.mbx.hrops-lerd-labor-relations@mail.mil and must select the email settings that request both delivery and “read” receipts (to ensure delivery to DCPAS):

6.4.2.1. Supporting documentation within 5 calendar days of petition receipt from the labor organization. This includes the meaning and intent of the language and any documents served on the local component; **(T-0)** and

6.4.2.2. The proposal(s) declared non-negotiable and a draft statement of position, within 15 calendar days of petition receipt from the labor organization. DCPAS will review and concur with or prepare the statement of position. **(T-1)**

6.4.3. DCPAS retains the sole authority to declare a proposal non-negotiable. Failure to adhere to the requirements identified above may result in DCPAS interceding directly with the FLRA, and withdrawing the declaration of non-negotiability. **(T-0)**

6.5. Unilateral CBA Implementation. Unilateral implementation occurs when an employer unilaterally implements its last best offer at the end of the bargaining process. Unilateral implementation is often considered by the agency after waiver of a bargaining right, by the labor organization, by the failure to bargain or waiver of a bargaining right, by the labor organization, by inaction. Any such waiver must be clear and unmistakable. **(T-1)** Before unilaterally implementing a CBA, installation labor personnel must coordinate and receive approval of AF/A1C and AF/JACL. **(T-1)**

Chapter 7

COLLECTIVE BARGAINING/NEGOTIATIONS

7.1. Formal Negotiations. The formal phase of contract negotiations begins when the labor organization requests its first meeting with management to discuss a written contract or submits its contract proposals; management requests a meeting with the exclusive representative to discuss a written contract or submits its contract proposals; or within the time specified in the existing CBA and either party notifies the other of its intent to renegotiate the existing contract.

7.2. Methods. Negotiations typically are accomplished using one of two methods (or a combination).

7.2.1. Interest Based Bargaining. This is a joint effort approach to address the interests of both management and the labor organization. Both sides seek to find mutual solutions to problems. If using an interest-based approach, it is recommended to have joint labor-management training on the interest-based bargaining process. Review the local CBA for agreed-upon procedures.

7.2.2. Position Based Bargaining. Both management and the labor organization submit proposals and then debate why their proposals are better than the other side's. Each side is interested in winning the argument and obtaining their language, regardless of the parties' long-term relationship.

7.3. Process. The negotiating process is designed to promote the balancing of rights and interests of employees and the labor organization with those of management.

7.3.1. Negotiating with the labor organization occurs at various times and for different reasons. Formal negotiations result in a written CBA signed by both management and the labor organization establishing various personnel policies, practices, and conditions of employment. The agreement is distributed to those at the installation affected by its application. The document may be referred to as the contract, the CBA or the labor-management negotiated agreement. The agreement defines when re-negotiations commence and/or automatic renewal occurs.

7.3.2. In these cases, when an agency decides to make changes to conditions of employment during the life of an agreement or when there is no agreement, two types of negotiations may result; substantive negotiations on the decision itself or impact and implementation (I&I) bargaining. I&I bargaining occurs when management's proposed change falls within management rights.

7.4. Condition of Employment. The first consideration is whether the matter is a condition of employment. Conditions of employment are personnel policies, practices, and matters affecting working conditions. If a matter is not a condition of employment, there is no obligation to bargain over it. Excluded from the definition of conditions of employment are policies, practices or matters related to prohibited political activities, the classification of any position, or other matters specifically provided for in 5 USC § 7103(a)(14).

7.5. Contracts. A CBA is a legally binding document on the bargaining unit employees, the labor organization and management. It is in the parties best interest to ensure that the terms of the agreement are enforced and disputes over the application and meaning of the agreement are resolved quickly at the lowest practicable level. It is important to take detailed minutes of

negotiations and maintain a record “bargaining book” to support preparation and execution of contract negotiations.

7.6. Language. Contracts should not contain vague or subjective terms that are open to various interpretations depending on the reader’s perceptions and experience. For example, the terms “reasonable,” “short duration,” “fair and equitable,” and “normally” are subjective terms that should be avoided.

7.6.1. If management and the labor organization are unable to resolve a dispute due to contract language, the matter can be raised under the parties negotiated grievance procedure. All negotiated grievance procedures provide for binding arbitration as a final step to the process. Here, an outside neutral party, the arbitrator, decides for the parties what the contract provision means and how it is to be implemented. Resolving the matter locally, without outside intervention, is the preferred solution. The parties are more likely to accept, and be responsible for, a solution they helped craft. An outside-imposed solution may not please either side.

7.6.2. Reopening Negotiations for Changes in Law. If there is a change to a law (e.g., Fair Labor Standards Act, Family Medical Leave Act), the parties are required to reopen the contract and negotiate to remove any conflicts from the CBA. The parties should refer to the reopener procedures in their respective agreement to facilitate that process.

7.6.3. In order to conform with and remove any conflicts with any new law, government-wide regulation and DAF policy, management will notify the labor organization of its intent to reopen the CBA within the renegotiation open window notification period, upon expiration, extension, or “rollover.”

7.7. Mediation. When parties engaged in bargaining fail to reach agreement, either party or both, may initiate the statutory impasse procedure under 5 USC § 7119, *Negotiation impasses; Federal Service Impasse Panel*. Mediation is the first step in this process. The Federal Mediation and Conciliation Service (FMCS) is the usual source of assistance. The Statute permits the parties to use other third-party mediation services by mutual agreement. This process is subject to any contractual provision. Prior to any agency-initiated request for mediation, the LRO/HRO is required to coordinate with AF/JACL.

7.7.1. Any disagreement between the parties over establishing or terminating an alternative work schedule (AWS) may be referred to the FSIP without mediation. AWS is the only subject where mediation may be bypassed. The commander retains the authority to determine an adverse agency impact as defined by 5 USC § 6131, *Criteria and review*.

7.8. Federal Service Impasses Panel (FSIP). If mediation does not result in resolution, either party may request the services of the FSIP. The FSIP is an outside agency responsible for resolving impasse in the Federal government. Prior to any agency-initiated request, the LRO/HRO is required to coordinate with AF/JACL. AF/JACL represents the DAF in all FSIP proceedings. **(T-2)** Once timely invoked, management is required to participate in its proceedings and implement its decision. Decisions and orders issued by the FSIP are binding upon both parties. Pursuant to 5 USC § 7119(c)(5), the FSIP is authorized to take whatever action it deems necessary to resolve the impasse. The LRO/HRO must submit such decisions and orders to agency head review as outlined in [paragraph 8.2.7](#).

7.9. Policy. It is the guidance of the federal government that agencies secure CBAs that: promote an effective and efficient means of accomplishing agency missions; encourage the highest levels

of employee performance and ethical conduct; ensure employees are accountable for their conduct and performance on the job; expand agency flexibility to address operational needs; reduce the cost of agency operations, including with respect to the use of official time; are consistent with applicable laws, rules, and regulations; do not cover matters that are not, by law, subject to bargaining; and preserve management rights under 5 USC § 7106(a). **(T-0)**

7.10. Agency Head Review Approval Distribution. Upon agency head review approval of a new CBA, the CPO or LRO/HRO must send a copy of the CBA to AF/A1C, SF/S1C (as appropriate), and AFPC, and the FLDCOM or MAJCOM (as appropriate). The MAJCOM is responsible for uploading to the OPM CBA database. **(T-1)**

Chapter 8

AGENCY HEAD REVIEW

8.1. The DAF Labor Agreements. The provisions of 5 USC § 7114(c) provide for agency head review through DCPAS of any agreement reached through collective bargaining. If resolution of an individual grievance results in modification of the CBA, then that part of the settlement altering the CBA is reviewable as the CBA may only be changed through collective bargaining (whether it takes the form of a settlement or other format). Settlement agreements resolving individual grievances that do not alter the CBA do not require agency head review.

8.1.1. DCPAS will return agency head review notification of approval or disapproval to management and the labor organization and identify specific reasons for disapproval. **(T-0)**

8.1.2. DCPAS disapproval means the entire contract is disapproved, unless there is a provision in the ground rules or other agreement specifying the contract will go into effect minus any disapproved provisions, or the parties execute a subsequent agreement to implement those provisions not specifically disapproved. If disapproved, the labor organization can challenge those determinations by filing a negotiability petition or an ULP charge with the FLRA. DCPAS acts as the agency representative for any FLRA proceedings initiated by the disapproval of an agreement on agency head review.

8.1.3. In the event certain provisions are disapproved in an otherwise valid contract, the parties may agree to go back and renegotiate disapproved provisions or exclude those provisions from the contract.

8.2. Negotiated Agreements Subject to Agency Head Review.

8.2.1. Master Labor Agreements

8.2.2. CBAs.

8.2.3. Ground Rules.

8.2.4. Memorandums of Understanding.

8.2.5. Memorandums of Agreement.

8.2.6. Local agreements subject to a national or other controlling agreement at a higher organizational level will be reviewed pursuant to the procedures of the controlling agreement. Where no such procedures are contained in the controlling agreement, the local agreement will be reviewed pursuant to the agency head review procedures. **(T-0)**

8.2.6.1. Local agreements reviewed and approved pursuant to a national or other controlling agreement require the higher organizational level authority to provide a copy of such approval or disapproval to AF/A1C and AFPC.

8.2.7. Decisions and orders imposed by the FSIP.

8.2.8. Settlement Agreements if the agreement alters the terms and conditions of a CBA.

8.3. Agency Head Reviews. Reviews occur:

8.3.1. Upon execution of ground rules.

8.3.2. Upon execution of any new labor agreements.

- 8.3.3. Upon execution of term or renegotiated contracts.
- 8.3.4. Upon rollover or “automatic renewal” of agreements.
- 8.3.5. Upon execution of mediation or impasse language.
- 8.3.6. Upon execution of a settlement agreement if a settlement agreement alters the terms and conditions of a CBA.

8.4. Documents. When submitting a labor agreement to DCPAS at dodhra.mc-alex.dcpas.mbx.hrops-lerd-labor-relations@mail.mil, the submission must include:

- 8.4.1. A copy of the agreement;
- 8.4.2. A copy of any applicable ground rules to the agreement;
- 8.4.3. A copy of the signature page with the date of execution and all signatures required to finalize the agreement;
- 8.4.4. Certification of Representative (COR)
 - 8.4.4.1. In such cases a COR resides with the national labor organization, and a local is delegated written authority on their behalf, the CPO or LRO/HRO must include a copy of the written delegation.
- 8.4.5. A carbon copy “cc” of AF/A1C, SF/S1C (as appropriate), AFPC, and the FLDCOM or MAJCOM (as appropriate).
- 8.4.6. Contact information for the commander, the CPO or LRO/HRO, and labor organization representative to include official mailing address, email, and phone number;
- 8.4.7. OPM Form 913B, *Change Form-Recognition and Agreements*.

8.5. Ratification. The labor organization may have a review process in place, known as ratification, though it is not required by the Statute. The ratification process is the final approval of a tentative agreement by voting members of a bargaining unit. It must be completed prior to execution of an agreement and agency head review. **(T-0)**

8.6. Timeliness. Agency head review must be accomplished within 30 days from the date the agreement is executed by the labor organization president and the commander. **(T-0)** If signatures are not obtained simultaneously, the labor organization president shall sign first, followed by the commander, who serves as the final execution authority. The LRO/HRO is required to submit the requirements of **paragraph 8.4** the next business day following execution. If an agreement is not approved or disapproved by DCPAS within 30 days, the agreement goes into effect the 31st day after execution (excluding provisions contrary to law or government-wide regulation). Delays in submitting agreements reduce DCPAS’s time to provide a thorough review.

8.7. Rollover or Automatic Renewal. Agreements containing a “rollover” or “automatic renewal” clause are subject to agency head review in accordance with 5 USC § 7114(c)(1). Typically, prior to renewal date of the agreement, the contract provides for an open window period when management or the labor organization may request to reopen the agreement for negotiation. CBAs must be submitted for agency head review not later than the following business day immediately following the reopener window. The LRO/HRO is to review the contract prior to rollover or automatic renewal to determine the need for revision or to incorporate memorandum

of agreements. The LRO/HRO is required to further obtain AF/JACL legal review of the contract at least 90 days prior to automatic renewal or rollover of CBAs.

Chapter 9

FORMAL DISCUSSIONS

9.1. Obligation. Management has an obligation to invite the labor organization to attend any formal discussion between one or more representatives of the agency and one or more employees in the bargaining unit or their representatives concerning any grievance or any personnel policy or practices or other general conditions of employment.

9.2. Formal Discussion or Meetings. For a meeting to be considered a formal discussion, it must include one or more representatives of the agency (e.g., supervisors, management officials, or attorneys); and one or more employees in the bargaining unit or their representatives. The discussion must be formal in nature (e.g., a meeting called by management to introduce a new work schedule policy). A meeting does not become a formal discussion unless the subject concerns an individual's grievance, a personnel policy or practice, or general conditions of employment.

9.2.1. The following discussions or meetings may constitute formal discussions:

9.2.1.1. A discussion between management and a grievant relating to a grievance is a formal discussion. Presently, the FLRA considers formal EEO complaints as grievances for purposes of formal discussions. However, EEO Commission regulations (29 CFR Part 1614) specifically prohibit any agency personnel from revealing the identity of the complainant without his or her consent. The labor organization must be invited to attend even if the employee is representing himself or herself in the negotiated grievance proceeding and the grievant does not want the labor organization to attend.

9.2.1.2. Discussions with bargaining unit employees about general conditions of employment or personnel policies and practices.

9.2.2. The following discussions or meetings are not considered formal discussions:

9.2.2.1. Normal shop talk.

9.2.2.2. Performance evaluation discussions.

9.2.2.3. Meetings discussing work projects (e.g., weekly staff meetings)

9.2.3. The FLRA has identified specific factors it considers when determining whether a meeting qualifies as a formal discussion under the Statute, to include:

9.2.3.1. Whether the individual who held the discussion is a first-level supervisor or is higher in the management hierarchy (the higher the level, the more indicative of its formality);

9.2.3.2. Whether any other management representatives attended;

9.2.3.3. Where the individual meeting took place (i.e., in the supervisor's office, at each employee's desk, or elsewhere);

9.2.3.4. How long the meeting lasted;

9.2.3.5. How the meeting was called (i.e., with formal advance written notice or more spontaneously and informally);

9.2.3.6. Whether a formal agenda was established for the meeting;

9.2.3.7. Whether each employee's attendance was mandatory; and

9.2.3.8. The manner in which the meeting was conducted (i.e., whether the employee's identity and comments were noted or transcribed).

9.2.4. The above factors (paragraphs **9.2.3.1 – 9.2.3.8**) are considered indicators of a formal discussion. They need not all be present for the FLRA to find a meeting was a formal discussion. The FLRA looks at the totality of the circumstances and not just any single factor in determining if there was a formal discussion.

9.2.5. Prior to scheduling a meeting with the employee and the labor organization, the supervisor should contact the LRO/HRO to verify if the meeting is a formal discussion.

9.2.5.1. If the meeting meets the definition of a formal discussion, management must invite the labor organization to attend. The attendance of a shop steward, who works in the office, at the meeting in his or her role as an employee, does not meet this obligation. Rather, the supervisor must ensure the labor organization is invited to the meeting and is free to designate a representative of its choosing to act on its behalf. **(T-0)**

9.2.5.2. The labor organization may participate in formal discussions by raising questions, comments or concerns, but it cannot disrupt the meetings.

9.3. Weingarten Rights.

9.3.1. Another statutory right involves meetings with employees in connection with an investigation and the employee requests representation. This provision is often referred to as employees' "Weingarten" rights. The Statute establishes three conditions that are required to be met for a meeting to be considered a "Weingarten" meeting:

9.3.1.1. One or more agency representatives are examining (questioning) a bargaining unit employee in connection with an investigation;

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

9.3.1.3. The employee requests representation from the labor organization.

9.3.2. Once all three conditions have been met, supervisors may generally not continue the examination without allowing the employee his or her representation. Specifically, the supervisor's options under these circumstances are:

9.3.2.1. Grant the employee's request and allow the employee to contact the labor organization; or the supervisor notifies the labor organization that a meeting to examine a bargaining unit employee is going to take place and that the employee has requested representation. The local CBA may also contain a representation provision. If the labor organization attends the meeting, it is allowed to provide relevant comments but may not disrupt the meeting nor answer questions posed to the employee;

9.3.2.2. Discontinue the interview and rely on evidence already available or information obtained from other sources; or

9.3.2.3. Offer the employee a clear choice to: a) continue the interview without representation, or b) have no interview.

9.3.3. “Weingarten” rights are not applicable when management issues a disciplinary action since management is not asking any questions. Additionally, the “Weingarten” right does not come into play when engaging in performance counseling as this does not concern disciplinary matters but, rather, performance issues.

9.3.4. Management, usually the installation LRO/HRO, shall annually notify employees of their “Weingarten” rights. **(T-0)** Desk drops, notices in the installation paper, etc., can accomplish this. The “Weingarten” rights are not like “Miranda” rights in that management is not obligated to inform employees of their rights each time before questioning them. Refer to the CBA for any requirements for individual notification.

Chapter 10

OFFICIAL TIME

10.1. Official Time to Perform Representational Functions. Official time also known as “taxpayer-funded union time” must be granted to employees representing a labor organization when engaged in collective bargaining, to include attendance at impasse proceedings (5 USC § 7131, *Official time*). **(T-0)**

10.1.1. Official time cannot be granted for internal business, such as soliciting membership and voting or campaigning for internal elections (5 USC § 7131(b)). **(T-0)**

10.1.2. The FLRA can authorize official time for employees representing the labor organization in any phase of proceedings before the FLRA (5 USC § 7131(c)). **(T-0)**

10.1.3. Official time may be granted for other reasons (non-statutory or “contractual”) as dictated by the parties’ CBA, or through a past practice. The time granted must be reasonable, necessary, and in the public interest (5 USC § 7131(d)). **(T-0)** Examples of non-statutory/contractual official time include representational functions associated with grievances and arbitration hearings, preparation for negotiations, and attendance at labor-management committee meetings.

10.1.4. Official time requests are raised to the first-line supervisor or authorizing official. **(T-3)** In evaluating requests, consideration should be given to the reasonableness, the amount of time requested, past practices of allowing time, the time of day it is to be used, availability of the staff to accomplish the mission, contractual obligations, etc. Supervisors approve and monitor the amount of official time used. If a supervisor fails to ensure proper usage of official time, the supervisor may find that a past practice of extensive official time usage/accounting has occurred. When monitoring the use of official time, supervisors are cautioned not to interfere with the protected rights of the labor organization and employees.

10.1.5. In the event the official business cannot be concluded within the time approved for official time, the labor organization official is required contact his or her immediate supervisor and request additional time. **(T-3)** If the immediate supervisor denies the verbal request based on the needs of the mission, the labor organization representative and the supervisor will seek to reach a mutual agreement on an alternate time for absence. **(T-3)**

10.1.6. If a supervisor has a question as to the appropriateness of official time being requested, contact the LRO/HRO for guidance.

10.1.7. Arbitrary disapproval of a request for official time could result in a ULP filed against the agency.

10.1.8. An employee may not represent other employees who are members of another bargaining unit on official time.

10.2. Recording Official Time. OPM requires federal agencies to record or account for official time for employee representational activities. This requirement is not limited solely to activities specifically required by the Statute. OPM uses this data in reports to Congress and in labor studies. **(T-0)** Supervisors must ensure that official time is used only for authorized purposes, and that it is not used contrary to law or regulation. **(T-0)** Supervisors will ensure employees’ official time is

properly recorded in the automated time and attendance system. Supervisors approve official time in 15-minute increments. **(T-3)**

Chapter 11

REQUESTS FOR INFORMATION

11.1. Requests for Information. It is the DAF policy to bargain in good faith and provide labor organizations with information reasonably necessary to represent employees in accordance with DAFPD 36-1 and the Federal Service Labor-Management Relations Statute. As part of this effort, management has an obligation to furnish information requested, that is reasonably necessary to carry out employee representational duties, to the extent allowed by law.

11.1.1. The labor organization is responsible for articulating a particularized need for the requested information. In order to expedite the process, management may ask for clarifying information in determining if the labor organization has met the particularized need standard.

11.1.1.1. To make a showing of particularized need, the union must articulate with specificity: why the information is needed, how it will use the information, and establish a connection of how its use of the information relates to carrying out its representational responsibilities under the Statute.

11.1.2. Management will inform the labor organization whether the information requested is granted or denied, and if denied the reason for disapproval. Unless otherwise negotiated in a bargaining agreement, the information is required to be provided in a timely manner. This should be determined based on each individual request for information. The requested information needs to be:

11.1.2.1. Required in order for the labor organization to adequately represent the bargaining unit.

11.1.2.2. Normally maintained by the agency in the regular course of business. Management is not required to create documents in order to respond to a request for information.

11.1.2.3. Reasonably available and necessary for full and proper discussion, understanding and negotiation of subjects within the scope of collective bargaining.

11.1.3. Contact the LRO/HRO for assistance in responding to the labor organization requests for information. If further assistance is required, the LRO/HRO coordinates with AF/JACL for assistance.

11.1.4. Failure to provide information that meets the criteria of 5 USC § 7114(b)(4) in accordance with the collective bargaining agreement or otherwise in a timely manner where a particularized need has been established can be the basis for a ULP.

Chapter 12

UNFAIR LABOR PRACTICES

12.1. Basis for Unfair Labor Practices. An ULP charge is a claim that management or the labor organization violated provisions of the Federal Service Labor-Management Relations Statute. It is an ULP for management to:

- 12.1.1. Interfere with, restrain or coerce employees in the exercise of their rights;
- 12.1.2. Encourage or discourage membership in any labor organization by discrimination in connection with hiring, tenure, promotion, or other conditions of employment;
- 12.1.3. Sponsor, control or otherwise assist any labor organization, other than to furnish, upon request, customary and routine services and facilities if the services and facilities are also furnished on an impartial basis to other labor organizations having equivalent status;
- 12.1.4. Discipline or otherwise discriminate against an employee because the employee has filed a grievance, complaint, affidavit, or petition or has given any information or testimony under this chapter;
- 12.1.5. Refuse to consult or negotiate in good faith with a labor organization as required by the Statute;
- 12.1.6. Fail or refuse to cooperate in impasse procedures and impasse decisions as required by the Statute;
- 12.1.7. Enforce any rule or regulation (other than a rule or regulation addressing prohibited personnel practices) which is in conflict with any applicable CBA if the agreement was in effect before the date the rule or regulations was prescribed;
- 12.1.8. Failing to honor employees' automatic dues withholding requests; or
- 12.1.9. Otherwise fail or refuse to comply with any provision of the Statute.

12.2. Refusing to Bargain in Good Faith. This includes such actions as management unilaterally making a change in the employees' conditions of employment without affording the labor organization an opportunity to bargain. This charge also addresses management's failure to engage in midterm bargain, failing to furnish information to which the labor organization is entitled, and bypassing the labor organization by dealing directly with the bargaining unit employees regarding their conditions of employment. Management should contact the LRO/HRO for assistance with questions.

12.3. Compliance with Regulations. If a DoD- or government-wide rule or regulation (e.g., 5 CFR, Federal Travel Regulations) is issued after the effective date of the parties' CBA and the two conflict, absent some specific contract language, the contract prevails over the new regulation and must be followed. Once the labor agreement comes up for renewal, it must be brought into conformance with the current regulations. **(T-0)**

12.4. ULP Avoidance. Most ULPs can be avoided by a general understanding of the statutory rights of the parties and by fostering a positive labor-management relationship. In this regard, consideration should be given to negotiating a pre-ULP resolution period (e.g. 30 days) in the

parties' negotiated agreement. During this pre-ULP resolution period, the parties are expected to review, and hopefully resolve, the potential ULP charge.

Chapter 13

GUIDELINES RELATED TO UNFAIR LABOR PRACTICE CHARGES

13.1. ULP filing. An ULP charge can be filed by an individual, an employee, the labor organization, or management. The respondent to the charge(s), though, is either management or the labor organization. The vast majority of ULP charges are filed by the labor organization against management. The most common ULP charge alleges that management failed to bargain in good faith, generally for not advising the labor organization of proposed changes to conditions of employment and unilaterally implementing the changes.

13.2. ULP filings with the FLRA. ULP charges are filed with the FLRA regional office. Regional directors, under the direction and supervision of the General Counsel, investigate the charge to determine if there is sufficient evidence to warrant issuing a complaint. If a complaint is issued, a hearing is set, and the parties go before an Administrative Law Judge with the General Counsel prosecuting. The Administrative Law Judge will issue a decision either finding that a ULP was committed or dismissing the complaint. If either party is dissatisfied with the Administrative Law Judge's decision, the case can be appealed to the FLRA.

13.3. ULP resolving. Throughout all the above steps, efforts should be undertaken to resolve the dispute informally, either through local efforts or with the assistance of the Regional Director's Office. The FLRA has indicated that they will take all necessary steps to assist the parties in informally resolving ULP charges and related disagreements.

13.4. AF/JACL Representatives for ULPs. AF/JACL attorneys act as agency representatives for ULPs filed by or on behalf of the DAF with the FLRA, subject to the exceptions listed in [paragraph 2.5.7](#) of this instruction. Prior to initiating a management ULP, an installation is required to seek approval from AF/JACL. **(T-1)** Installation CPOs should refer to their FLDCOM or MAJCOM's policies in determining whether FLDCOM or MAJCOM approval is also needed to initiate a management ULP. Any labor organization-initiated ULPs received by the installation are required to be forwarded to AF/JACL for handling. **(T-1)** AF/JACL counsel will be deemed agency representatives for FLRA or FSIP litigation, unless otherwise indicated in this instruction. **(T-2)**

13.5. Unfair Labor Practice Charges Filed Against Installation Management. After receiving a ULP charge, the installation CPO or LRO/HRO furnishes all pertinent information to AF/JACL or appropriate AFMC, AFRC, ANG legal office. A representative is then assigned who issues or coordinates on any correspondence concerning the matter. The CPO or LRO/HRO provide civilian personnel procedural and technical advice to the designated representative in all phases of the case and attends the ULP hearing as a technical advisor. The designated representative represents DAF management in all ULP proceedings brought by the FLRA against the DAF.

13.6. Reporting Guidelines. All ULP charges and complaints are to be reported immediately by telephone or email to AF/JACL or appropriate AFMC, AFRC or ANG legal office. The person calling should provide the following information:

13.6.1. Description of the charge.

13.6.2. A summary of the allegations, dates and the management officials or other witnesses involved, with a description of any supporting evidence. The ULP must have occurred within the past 6 months.

13.6.3. A summary of the results of management's investigation into the matter and efforts of the parties to resolve the dispute.

13.6.4. Management's perception of the issues, its position on the merits of the charge or complaint, and its views of the possibility of settlement.

13.6.5. The date the charge was served on management by the charging party.

13.6.6. The date of the charge or complaint was received from the FLRA regional office.

13.6.7. Whether a grievance has been filed involving the same or similar matter.

13.6.8. Whether a negotiability request has been filed involving the same or similar matter.

13.7. Decisions by the Administrative Law Judge. Within one business day of receiving the Administrative Law Judge decision, AF/JACL or appropriate AFMC or ANG legal office designated representative sends a copy to the installation CPO. For precedential cases or cases with DAF-wide implications, the CPOs are required to send a copy of the Administrative Law Judge decision to the AF/A1C and SF/S1C (as appropriate) and FLDCOM or MAJCOM. The designated representative prepares any exceptions and supporting briefs as explained in FLRA regulations, coordinates with the CPO, and files them with the FLRA. The representative sends informational copies to AF/A1C, SF/S1C (as appropriate), and the FLDCOM or MAJCOM, and the installation. When another party files an exception with the FLRA, the designated representative immediately sends copies to the FLDCOM or MAJCOM and/or the installation. If necessary, the designated AF/JACL or appropriate AFMC legal office representative prepares the opposition and supporting brief, coordinates with the CPO, and files them with the FLRA within appropriate time limits. The representative sends information copies to the FLDCOM, MAJCOM or the installation.

Chapter 14

NEGOTIATED GRIEVANCES

14.1. Procedures. The following sections describe processing grievances under a negotiated grievance procedure, arbitrating such grievances, and appealing of grievance arbitration awards. These paragraphs also discuss organizational and functional responsibilities and procedural requirements in such matters.

14.2. Exclusivity. The CBA includes procedures for settling grievances. Except as provided by 5 USC § 7121(d) and (e) of the Statute, the grievance procedure negotiated by the parties will be the exclusive procedure for resolving bargaining unit employee grievances, which fall within its coverage. **(T-0)**

14.3. Statutory Exclusions. These exclusions are listed in 5 USC § 7121(c) of the Statute.

14.4. Negotiated Exclusions. The negotiated grievance procedure covers any grievable issue unless there is an agreement to exclude it. The parties can agree to exclude any matter from the negotiated grievance procedure. If a party proposes to exclude an item, both parties are required to bargain on the matter. If the parties are unable to reach an agreement on a proposed exclusion, follow the procedures of 5 USC § 7119 of the Statute for the resolution of collective bargaining impasses, including referral to the FSIP.

14.5. Representation. A labor organization granted exclusive recognition in a collective bargaining unit has the statutory right, on its own behalf or on behalf of an employee in that bargaining unit, to present and process grievances under the terms of the negotiated grievance procedure.

14.5.1. A bargaining unit employee who requests representation in pursuing a grievance may be represented only by the recognized labor organization or by an individual approved thereby. By law, bargaining unit employees retain the right to submit a grievance under the negotiated procedure on their own behalf and without representation. In that situation, management gives the recognized labor organization the opportunity to be present during the grievance proceedings. Any grievance adjustment with bargaining unit employees representing themselves cannot violate the governing CBA.

14.5.2. At the installation level, the LRO/HRO processes grievances under the negotiated grievance procedure. The LRO/HRO and SJA coordinate their actions in grievances that are appealed to arbitration.

Chapter 15

ARBITRATION PROCEDURES

15.1. Questions and Issues. The initial issue in arbitration is whether a matter is properly before the arbitrator. The issue can be either procedural or substantive or both and either party presents it as a threshold question. In determining whether an issue is arbitrable or not, an arbitrator may consider whether the subject is excluded from arbitration by contract or law, or whether the grievance or arbitration request is untimely, among other considerations. Unless the CBA specifies otherwise, the arbitrator has the option to decide the issue before hearing the merits of the case, or to defer ruling on that threshold issue until after hearing the merits.

15.2. Management Representative in Arbitration Proceedings. Where an individual other than the CPO or LRO/HRO serves as management representative in arbitration proceedings, the CPO or LRO/HRO provides policy direction and technical advice to that management representative in all phases of the case. In preparing for arbitration, the CPO and/or the LRO/HRO, or a designee, jointly with the management representative, develops the theory of the case, the arguments and the facts to be presented by management at the hearing. The CPO, the LRO/HRO, or designee also attends the arbitration hearing as a technical advisor. Using an attorney from the installation SJA office in arbitration proceedings is a matter of local discretion.

15.3. Submission Agreements. In preparing for the arbitration hearing, the management representative should attempt to reach an agreement with the labor organization on the issues. Present the issues to the arbitrator at the beginning of the hearing. Draft the submission agreement carefully. This agreement determines the scope of the arbitrator's authority and jurisdiction. Without a submission agreement (or some provision of the parties CBA which restricts the arbitrator's authority or jurisdiction), arbitrators generally have the power to frame and describe the issues before them as they see fit.

15.4. Matters Before the Arbitrator. To preserve the ability to rely on any evidence, factual assertions, arguments (including affirmative defenses), requested remedies, or challenges to an awarded remedy; the information must be first presented to the arbitrator for a decision. Information that could have been, but was not, presented to the arbitrator may not be relied on when filing an exception, consistent with 5 CFR Part 2425, *Review of Arbitration Awards* and 2429, *Miscellaneous and General Requirements*.

15.5. Dating of Arbitration Awards. Management representatives should specifically request that arbitrators date their awards no earlier than the date they place the awards in the mail; this should allow management to make the most of any time suspense set by the decision. An installation may negotiate such requirement in the parties' CBA or it may be made part of a submission agreement in a particular case.

15.6. Special Reporting Requirements. When a CPO or LRO/HRO receives an award (adverse or otherwise) involving an action under 5 USC § 4303, *Actions based on unacceptable performance*, or 5 USC § 7512, *Actions covered*, immediately sends a copy of the award to AF/A1C, SF/S1C (as appropriate), AF/JACL, AFMC/JAL (as appropriate), AFPC, and FLDCOM or MAJCOM. The MAJCOM is responsible for uploading to the OPM CBA database. (T-1)

Chapter 16

EXCEPTIONS TO ARBITRATION AWARDS

16.1. Grounds for Appeal. An arbitration award is final and binding on the installation and labor organization involved. Compliance with an award is mandatory and enforceable under section 7116 of the Statute. However, under 5 USC § 7122(a) of the Statute, either party may appeal the award to the FLRA on the grounds that it is contrary to any law, rule, or regulation, or on other grounds similar to those applied by the federal courts in private sector labor-management relations cases.

16.2. Arbitration Exceptions. Installations and AFMC may write and file the exceptions subject to coordination and approval of AF/A1C, AF/JACL (or AFMC/JAL), and DCPAS. AF/JACL (or AFMC/JAL) may also file exceptions with the coordination and approval of DCPAS. DCPAS can unilaterally withdraw any exceptions filed by the service components or DoD agencies. The FLRA has no jurisdiction to review arbitration awards, which concern adverse actions taken under 5 USC § 7512 or actions based on unacceptable performance covered under 5 USC § 4303. FLDCOM and MAJCOMs may set additional processing requirements for their installations for all arbitration awards.

Chapter 17

BARGAINING UNIT STATUS (BUS) CODES AND DUES WITHHOLDING

17.1. Bargaining Unit Status (BUS) Codes. The Federal government uses BUS codes to determine the bargaining unit status of employees and provide general accounting and oversight. The BUS codes represent collective bargaining rights, entitlements to national consultation rights, and entitlements to official time for representation under federal law. The Civilian Personnel Section (CPS) will use the BUS code in all personnel actions to properly identify employees in bargaining units and non-bargaining units. **(T-0)** BUS codes are annotated on the position description or position requirement document entered in Defense Civilian Personnel Data System and identified on Requests for Personnel Actions and Notification of Personnel Actions. **(T-0)**

17.1.1. The BUS code is a derivative from the Office of Labor-Management Relations six-digit identifier code. The first two digits of the Office of Labor-Management Relations identify the agency/component to which the employee is assigned. The remaining four digits comprise the number known as the BUS code.

17.1.2. The code 8888 indicates the position is not eligible to be in a bargaining unit. These positions are designated as non-bargaining based on statutory exclusions under section 7112(b) or 7103(b)(1) of the Statute and Executive Order 12171, *Exclusions from Federal Labor-Management Relations Programs*, November 19, 1979, as amended. A reason code is required to identify the statutory exclusion and basis for coding 8888.

17.1.3. The code 7777 indicates the position is eligible to be represented by a labor organization but is not in a certified bargaining unit when a unit has not been successfully organized.

17.2. Obtaining a BUS Code. When a new bargaining unit is certified, the LRO/HRO submits a request for a BUS code from the AF/A1C with the COR and completed OPM Form 913B. AF/A1C submits documentation to OPM for a BUS code. When the new BUS code is received from OPM, AF/A1C advises DCPAS, and the installation LRO/HRO of new BUS code. The installation will initiate personnel actions to reflect the new BUS code on impacted bargaining unit employees. **(T-0)**

17.3. Dues Withholding. Dues withholding is not required by the Statute; however, it is negotiable. Management and the labor organization may decide to formalize dues withholding arrangements by including them as part of a basic negotiated agreement or in a separate memorandum of understanding. (See 5 USC § 7115).

17.3.1. Membership of the labor organization and dues withholding are voluntary. Employees elect payment of dues by submitting a SF 1187, *Request for Payroll Deductions for Labor Organization Dues*, to the Civilian Pay Office. The CBA may provide additional guidance for electing membership dues.

17.3.2. It is considered an ULP for a labor organization to deny representation to nonmembers or deny membership to an employee in a bargaining unit for failure to pay dues.

17.3.3. Employees cancel payroll membership dues by submitting a SF 1188, *Cancellation of Payroll Deductions For Labor Organization Dues*, to the Civilian Pay Office. The CBA may provide additional guidance for canceling membership dues.

BRIAN L. SCARLETT, SES, DAF
Principal Deputy Assistant Secretary of the
Air Force for Manpower and Reserve Affairs

Attachment 1**GLOSSARY OF REFERENCES AND SUPPORTING INFORMATION*****References***

Executive Order 12171, *Exclusions from Federal Labor-Management Relations Programs*

5 USC Chapter 71, *The Federal Service Labor-Management Relations Statute*

5 USC § 2302, *Prohibited personnel practices*

5 USC § 6131, *Criteria and review*

5 USC § 7102, *Employees' rights*

5 USC § 7103, *Definitions; application*

5 USC § 7106, *Management rights*

5 USC § 7112, *Determination of appropriate units for labor organization representation*

5 USC § 7113, *National consultation rights*

5 USC § 7114, *Representation rights and duties*

5 USC § 7115, *Allotments to representatives*

5 USC § 7116, *Unfair labor practices*

5 USC § 7117, *Duty to bargain in good faith; compelling need; to consult*

5 USC § 7119, *Negotiation impasses; Federal Service Impasse Panel*

5 USC § 7121, *Grievance procedure*

5 USC § 7122, *Exceptions to arbitral awards*

5 USC § 7131, *Official time*

5 USC § 7311, *Loyalty and striking*

5 USC § 7512, *Actions Covered*

5 USC § 4303, *Actions based on unacceptable performance*

5 CFR Part 2422, *Representation Proceedings*

5 CFR Part 2425, *Review of Arbitration Awards*

5 CFR Part 2429, *Miscellaneous and General Requirements*

5 CFR Part 1614, *Federal Sector Equal Employment Opportunity*

29 CFR Part 1614, *Federal Sector Equal Employment Opportunity*

AFI 33-322, *Records Management and Information Governance Program*, 23 March 2020

DAFPD 36-1, *Appropriated Funds Civilian Management and Administration*, 11 August 2025

DAFI 64-106, *Contracting Labor Relations Activities*, 17 April 2024

DAFMAN 90-161, *Publishing Processes and Procedures*, 18 October 2023

Adopted Forms

DAF Form 847, *Recommendation for Change of Product*

OPM Form 913B, *Change Form-Recognitions and Agreements*

SF 1187, *Request for Payroll Deductions for Labor Organization Dues*

SF 1188, *Cancellation of Payroll Deductions of Labor Organization Dues*

Abbreviations and Acronyms

AFI—Air Force Instruction

AFMC—Air Force Material Command

AFMAN—Air Force Manual

AFPD—Air Force Policy Directive

AFPOA—Air Force Personnel Operations Agency

AFRC—Air Force Reserve Command

ART—Air Reserve Technician

BUS—Bargaining Unit Status

CBA—Collective Bargaining Agreement

CPO—Civilian Personnel Officer

CPS—Civilian Personnel Section

DAFI—Department of the Air Force

DCPAS—Defense Civilian Personnel Advisory Service

DoD—Department of Defense

DoDI—Department of Defense Instruction

EEO—Equal Employment Opportunity

EO—Executive Order

FLDCOM—Field Command

FLRA—Federal Labor Relations Authority

I&I—Impact and Implementation

HQ—Headquarters

HSB—Human Resource Management Strategic Board

HRO—Human Resources Office

LRO—Labor Relations Officer

MAJCOM—Major Command

NAF—Nonappropriated Fund

NCR—National Consultation Rights
OPM—Office of Personnel Management
OPR—Office of Primary Responsibility
RIF—Reduction-in-force
SJA—Staff Judge Advocate Office
USAF—United States Air Force
USC—United States Code
ULP—Unfair Labor Practice
USSF—United States Space Force

Office Symbols

AF/A1—Air Force Deputy Chief of Staff, Manpower and Personnel
AF/A1C—Directorate of Civilian Force Management, Civilian Personnel
AF/JACL—The Judge Advocate General Corps, Civil Law and Litigation, Personnel and Information Law Division, Labor Relations Branch
AF/RE—Chief of Air Force Reserve
AFPC—Air Force Personnel Center
AFMC/JAL—Air Force Materiel Command, Labor Law
NGB/CF—Director, Air National Guard, acting as the 2-Ltr for the National Guard Bureau
SAF/GC—The General Counsel of the Department of the Air Force
SAF/GCA—Secretary of Air Force Assistant General Counsel for Administrative Law
SAF/MR—Assistant Secretary of the Air Force, Manpower and Reserve Affairs
SF/S1—Space Force Deputy Chief of Space Operations for Personnel
SF/S1C—Space Force, Workforce Performance Division

Terms

Bargaining—the mutual responsibility for management and labor officials, at the activity level, to meet at reasonable times and negotiate in a good faith effort to reach agreement with respect to conditions of employment.

Bargaining Unit—a group of employees with common interests who are represented by a labor organization in their dealings with agency management.

Collective Bargaining Agreement—an agreement entered into as a result of collective bargaining pursuant to the provisions of the Statute. CBAs set forth some of the conditions of employment of bargaining unit employees, various rights and obligations of the parties to the agreement (i.e., the exclusive representative and the activity or agency), the negotiated grievance procedure, dues withholding provisions, reopeners, as well as the duration of the agreement.

Conditions of Employment—personnel policies, practices, and matters (whether established by rule, regulation, or otherwise) affecting working conditions of civilian bargaining unit employees.

Exclusive Representative—the labor organization that is certified as the exclusive representative of a bargaining unit of employees either by virtue of having won a representation election, or because it had been recognized as the exclusive representative before passage of the Civil Service Reform Act.

Federal Labor Relations Authority—the Federal Labor Relations Authority, also known as the Authority, is responsible for establishing labor policy and guidance in accordance with the provisions of 5 USC Chapter 71. The Authority prescribes criteria for granting national consultation rights and resolves labor disputes, including those related to ULP complaints.

Federal Service Impasses Panel (FSIP)—entity within FLRA that resolves bargaining impasses, chiefly by ordering the parties to adopt certain contractual provisions relating to the conditions of employment of unit employees.

Grievance—any complaint--(A) by an employee concerning any matter relating to the employment of the employee; (B) by any labor organization concerning any matter relating to the employment of any employee; or (C) by an employee, labor organization, or agency concerning--(i) the effect or interpretation, or a claim of breach, of a CBA; or (ii) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Impact and Implementation Bargaining—even where the decision to change conditions of employment (including established practices) of bargaining unit employees is protected by management's reserved rights, there is a duty to notify the labor organization and, upon request, bargain on the procedures that management will follow in implementing its protected decision as well as on appropriate arrangements for employees expected to be adversely affected by the decision. Such bargaining is commonly referred to as "impact and implementation," or "Impact and Implementation" bargaining, which is the most common variety of midterm bargaining.

Impasse—when the parties have reached a deadlock in negotiations they are said to have reached an impasse in negotiations.

Labor Organization—an organization composed (in whole or in part) of employees, in which employees participate and pay dues, and which has as a purpose of dealing with an agency concerning grievances and conditions of employment.

Management Official—an individual who formulates, determines, or influences the policies of the agency.

Midterm Bargaining—all bargaining that takes place while a CBA is in effect.

National Consultation Rights—the rights afforded certain labor organizations representing substantial numbers of agency employees. To fulfill these rights, the DAF must inform the labor organization of substantive changes in conditions of employment, give the labor organization time to present its views, consider those views, and give the labor organization written rationale for the final decision. **(T-0)**

Official Time (also known as taxpayer-funded union time)—the time granted to an employee to perform representational functions on behalf of the labor organization. Official time is granted

without charge to leave or loss of pay and is authorized only when the employee would otherwise be in a duty status. Official time is considered hours of work.

Unfair Labor Practice—action by either an employer, an employee or labor organization which violates the provisions of labor relations laws, such as refusal to bargain in good faith.

Union Time Rate—the total number of duty hours in the fiscal year that employees in a bargaining unit used for official time, divided by the number of employees.