

# Labor Management Agreement

Between AFGE Local 2361  
and  
Whiteman AFB Missouri



Local

2361



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## DEFINITIONS

Agency - Department of Defense (DoD).

Consultation - Verbal or written discussion between the Parties for the purpose of exchanging views on pending actions that affect Employees.

Core Hours- Mandatory hours within a flexi tour schedule that an employee must be at work.

Credit Hours - Any hours within a flexible schedule which are in excess of an Employee's basic work requirement and which the Employee elects to work so as to vary the length of a workweek or a workday.

Days - Calendar days unless otherwise specified.

Employer - Installation Commander or designee.

Formal Discussion - A discussion between one or more representatives of the agency and one or more Employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.

Impasse - A situation where the Parties cannot reach mutual agreement concerning a negotiable matter.

Management Official - Employer or person designated by Employer to represent Management as defined in 5 U.S.C. 7103 (a) (11).

Negotiation - Bargaining between the Parties on issues relating to personnel policies and practices and conditions of employment with the intent of reaching mutual agreement.

Organization Management - Defined as officials in a work unit above the first level of supervision up through the squadron level who are delegated the authority to make personnel Management decisions which apply only within their organization.

Position - Officially established and classified set of duties included in the Bargaining Unit.

Primary National Subdivision - Department of the Air Force.

Service Computation Date (leave) - The date in block 11 of the Leave and Earnings Statement.

Supervisor - Person(s) assigned to a position(s) who performs work as described in 5 U.S.C 7103 (a)(10).

Work Unit - When settling disputes over annual leave or overtime, the work unit will be the unit under a first-level supervisor or foreman. For the purpose of bargaining on hours of work or past practices, normally, the work unit may vary from a work unit as small as a work unit under one Supervisor to as large as one under a Squadron Commander. Bargaining on these issues which cross and/or impact multiple squadrons may be initiated at the appropriate level that can effect the necessary decision.

## **ARTICLE 1**

### AUTHORITY AND PURPOSE

Section 1: This Agreement is signed in accordance with 5 U.S.C. Chapter 71.

Section 2: This Agreement is between Local 2361 of the American Federation of Government Employees (AFGE) and Whiteman AFB. In the language of the Agreement, Local 2361 will be referred to as the Union and the Installation Commander or designee will be referred to as the Employer. Collectively, the Union and Employer will be referred to as the Parties. In the language of the contract, Employees assigned to the Bargaining Unit will be collectively referred to as Employees.

Section 3: 5 U.S.C., Chapter 71, recognizes labor organizations and collective bargaining in the civil service are in the public interest, prescribes certain rights and obligations of the Employees of the Federal Government, and establishes procedures designed to meet the special requirements and needs of the Government. The Parties agree the provisions of this Agreement will be interpreted in a manner consistent with 5 U.S.C. Chapter 71 and the requirement for an effective and efficient Government.

## **ARTICLE 2**

### COMPOSITION OF THE UNIT

Section 1: The Bargaining Unit to which this Agreement applies is described as follows:

- a. All Air Force civilian Employees paid from appropriated funds, located at Whiteman Air Force Base MO, and serviced by the Civilian Personnel Flight (CPF).
- b. By law and agreement, the following Employees will be excluded:
  - (1) All non-appropriated fund (NAF) Employees.
  - (2) Employees engaged in civilian personnel work in other than a purely clerical capacity.
  - (3) Employees who act in a confidential capacity for an individual who formulates or effectuates Management policies in the field of labor management relations.
  - (4) Professional Employees, Management Officials, and Supervisors as defined in 5 U.S.C. 7103.
  - (5) Personnel assigned to the Office of Special Investigation (OSI).
  - (6) Employees on intermittent work schedules.
  - (7) Temporary employees, Coop, Student Hire, Summer Hire and Host enrollee appointees.

Section 2: The Union may petition the Authority regarding any Bargaining Unit designation of any appropriated fund employee that is in question.

Section 3: The parties acknowledge that in the future, other activities or positions may be added which are not presently covered by this Agreement. Upon receipt of a new certification from the Federal Labor Relations Authority, the additional/new activities or positions will be incorporated into the Bargaining Unit in accordance with governing directives.

## **ARTICLE 3**

### **LEGAL AUTHORITY**

- Section 1: This agreement is governed by existing Federal laws, Government-wide rules or regulations, and Department of Defense or Department of the Air Force rules and regulations.
- Section 2: In the event of new or amended governing directives that affect or contradict certain Articles of this Agreement, the Union and Management may agree to negotiate implementation of the directives, which could result in a new amended article.
- Section 3: It is agreed by the Parties that when changes are made to governing directives above the installation level that establishes new personnel policies, practices or procedures not currently contained in this agreement, a new article will be appropriately negotiated to update the agreement. The Employer shall provide the Union written electronic notification of all proposed governing directives or other type of proposals that the Agency intends to implement, which could affect Bargaining Unit Employees. If the Employer proposes new changes to existing governing directives and the proposed directive does not state the intended changes, Bargaining Unit obligations must be met on the entire directive unless there is evidence that obligations have been previously met. Negotiations will commence no later than 30 days after receipt of the changed directive by the Parties. Negotiations shall occur prior to implementation, unless higher authority directs implementation prior to meeting Bargaining Unit obligations. If higher authority directs earlier implementation, the decision could be overturned as a result of negotiations or a decision of the Authority. The new amendments resulting from these negotiations will not be put into effect prior to approval of DoD CPMS. The same conditions under which the basic agreement is reviewed and approved will govern review and approval of new articles or supplements.

## **ARTICLE 4**

### **MATTERS APPROPRIATE FOR NEGOTIATIONS**

- Section 1: It is agreed subjects appropriate for negotiations are personnel policies and practices and matters affecting conditions of employment as provided in 5 U.S.C. and final precedent decisions.
- Section 2: It is further agreed that impact and implementation bargaining is appropriate when Management initiates changes by exercising its rights, and the procedures which it observes in exercising its rights, which adversely affects employees conditions of employment.
- Section 3: Past practices pertaining to personnel policies, practices, procedures and working conditions that comply with law shall remain in effect. Either party may initiate bargaining to change any past practice or other condition of employment not contained or covered by this agreement or any other locally negotiated agreement. In order for a condition of employment to be established through past practice, that practice must be consistently exercised over a significant period of time and followed by both parties, or followed by one party and not challenged by the other. A past practice is defined as what is actually being practiced or allowed by the agencies' Supervisors in the work unit.
- Section 4: Minimum routine bargaining process for matters appropriate for negotiations, excluding negotiations covered in Article 42:
- a. Amended or additional ground rules may be proposed and/or negotiated at the initial meeting. Initial proposals from both parties will be presented after the approval of the ground rules or at the next scheduled meeting.
  - b. Negotiations will be considered commenced on the date the request to bargain has been received by the moving party. The initial meeting will occur as soon as possible, normally within 10 workdays from the date of the request to bargain. No Party may delay negotiations without mutual consent.
  - c. Each Party shall be allowed two negotiators unless the Parties mutually agree to an equal number of negotiators greater than two. Both sides must identify their Chief Negotiator. The Chief Negotiators

must be empowered with the authority for approval of decisions. After notification to the other party, either party may bring in a subject matter expert (SME) for clarification of the issues. The parties agree to allow sufficient time for release and attendance of the SME.

- d. Any provision(s) agreed to by the parties later disapproved by an Agency review under U.S. Code, Title 5, 7114(c), may be referred to the Federal Labor Relations Authority. If later held negotiable by the Authority, the provision(s) previously agreed to by the Parties shall be incorporated.
- e. The Employer shall provide requested data to the Union in accordance with the Labor Management Agreement, Article 8, Section 3 and U.S. Code, Title 5, Section 7114 (b)(4).

## **ARTICLE 5**

### RIGHTS AND OBLIGATIONS OF THE UNION

Section 1: The Union, as the exclusive representative of the Employees, is entitled to act for them and negotiate agreements covering unit positions. The Union is responsible for representing the interests of all Employees without discrimination and without regard to Union membership. However, the Union has no obligation to represent Employees in situations where statutory appeals procedures are available. Examples are:

- a. EEO Complaints
- b. MSPB Appeals/Whistle Blowers/Prohibited Personnel Practice
- c. Workers Compensation Appeals
- d. Unemployment hearings
- e. Classification appeals
- f. Any other situations where statutory appeals are available

Section 2: The Union President or Chief Steward or their designee will be notified verbally or in writing and given the opportunity to participate in formal discussions between Employees and representatives of Management concerning personnel policies, practices, and other matters affecting conditions of employment. The Union will be given the opportunity to participate in discussions between Employees and representatives of Management concerning grievances.

Section 3: The Union will be notified by the CPF of new Employees and will be allowed a reasonable amount of time to inform Employees of their rights.

Section 4: The Union, at their discretion, shall be allowed to establish informational picketing at the outside of each active entry gate to Whiteman AFB providing such activity does not conflict with local, State or Federal law. This activity must also not interfere with the ingress or egress of base Employees and/or visitors to the installation. The Union will make a reasonable effort to notify the Labor Relations Officer or designee of their intent to picket. Employees participating in picketing will be on approved leave status or off duty time. Leaflets and other material may be handed out.

Section 5: Representatives are legally viewed as equal in status to the agency officials in which they are dealing with. While engaging in representational activity, representatives are legally entitled to engage in robust activity. Threatening behavior or actual physical harm is not protected.

## ARTICLE 6

### RIGHTS AND OBLIGATIONS OF THE EMPLOYER

Section 1: Nothing in this Agreement shall affect the authority of the Employer,

- a. To determine the mission, budget, organization, number of Employees, and internal security practices of the Base/Tenant Units;
- b. In accordance with applicable laws,
  - (1) To hire, assign, direct, layoff, and retain Employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such Employees;
  - (2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which base operations shall be conducted;
  - (3) With respect to filling positions, to make selections for appointments from
    - (a) Among properly ranked and certified candidates for promotions; or
    - (b) Any other appropriate source;
  - (4) To take whatever actions may be necessary to carry out the Base's/Tenant Unit's mission during emergencies.

Section 2: Nothing in this article shall preclude the Agency and Union from negotiating:

- a. At the election of the agency, on the numbers, types, and grades of Employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
- b. The Employer agrees if requested, to negotiate with the Union, the appropriate arrangements in relation to Managements rights (U. S. Code Title 5 Section 7106 (b) (3) which may adversely affect Bargaining Unit Employees. In addition the Employer agrees to negotiate matters covered by Section 7106 (b) (2) which affects the procedures which Management will follow in exercising its statutory authority under Section 7106 (a).

## ARTICLE 7

### RIGHT OF THE EMPLOYEES

Section 1: The parties agree that each Employee in the Unit has the right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization or to refrain from any such activity and each Employee shall be protected in the exercise of this right. Except as otherwise expressly provided in the law or this Agreement, the Employee has the right to assist a labor organization in the capacity of an organizational representative. The Employer and Union should take action to assure the Employee of their rights under this section, and that no interference, restraint, coercion, or discrimination is practiced.

Section 2: Each Employee has the right to self-representation or to choose a Union representative, but not both, when presenting a grievance under the negotiated grievance procedure. If an Employee chooses self-representation, they will notify the Union and Management Officials in writing.

Section 3: The parties agree to mutually establish and maintain an environment that promotes good workmanship and a safe and violence free workplace, protects human dignity and respect, and assures equal treatment to maintain high standards of performance. To the extent practical and based on mission requirements and the qualifications of the employee, employees will be treated fairly and equitably so that each individual has an opportunity to benefit or participate in any aspect of their employment. Decisions impacting Employees will be made on a non-personal basis with proper regard for their privacy and constitutional rights. Employees should be protected against arbitrary action, personal favoritism, harassment, coercion, and potential work place violence.

Section 4: The person and/or personal possessions or property under the control of an Employee are subject to search based upon the reasonable suspicion of the Employer or as part of a generally applied security inspection. In all searches based upon reasonable suspicion, except when compelling circumstances exist which pose a threat to personnel safety or installation security, the Employee will be allowed the opportunity to be present and represented during the search.

Section 5: The parties agree to promote Equal Employment Opportunities and the policy of non-discrimination. Equal opportunity for employment and related conditions shall apply to all persons without regard to sex, race, religion, age, national origin, disability or reprisal as defined in 29 CFR 1614.

Section 6: The Employer agrees to protect Employees under the Whistle Blower Protection Act of 1989 (Public Law 101-12). Employees may with anonymity and without fear of reprisal disclose information of which the Employee reasonably believes evidences violation of Law, Rule or Regulation, gross mismanagement, fraud, gross waste of funds, abuse of authority, and specific danger to public health and safety if such disclosure is not specifically prohibited by law and if such information is not specifically required by Executive order to be kept secret in the interest of national defense or the conduct of foreign affairs. Employees may report to the Union, the Office of Special Council, and/or the Inspector General of the installation. In addition, Employees shall have the right to be protected by the provisions as outlined in 5 USC Section 2302, regarding Prohibited Personnel Practices, or any changes to 5 USC Section 2302. Pertinent portions covered under 5 USC Section 2302 are as follows.

- a. Any Employee who has authority to take, direct others to take, recommend, approve any personnel action, shall not, with respect to such authority:
  - (1) Discriminate
  - (2) Solicit or consider employment recommendations based on factors other than personal knowledge or records of job related abilities or characteristics
  - (3) Coerce the political activity of any person
  - (4) Deceive or willfully obstruct any person from competing for employment
  - (5) Influence any person to withdraw from job competition
  - (6) Give an unauthorized preference or advantage to improve or injure the prospects of any particular person for employment
  - (7) Engage in nepotism (hiring or promoting relatives)
  - (8) Take or threaten to take a personnel action because of whistleblowing
  - (9) Take or threaten to take a personnel action because of the exercise of a lawful appeal, complaint, or grievance right



(10) Discriminate based on personal conduct which is not adverse to the performance of the employee, applicant or others.

(11) Take or fail to take a personnel action in the violation of veteran's preference laws

(12) Violate any law, rule or regulation implementing or directly concerning merit system principles

Section 7: An Employee is accountable only for the performance of official duties and compliance with the standards of conduct for Federal Employees. Within this context, the Employer affirms the right of an Employee to conduct his or her private life as he or she deems fit. Employees shall have the right to engage in outside employment of their own choosing; however, they may be required by governing directives to report to the employer prior to engaging in such activities.

Section 8: The rights of Employees to individually or collectively, petition Congress or a member of Congress, or to furnish information to either House or Senate, or to committee or member thereof, may not be interfered with or denied. Employees may not petition Congress on duty/official time.

Section 9: Except as necessary to comply with law, court orders, this agreement or applicable regulation, the Employer will not disclose to entities outside of the agency, any information about the Employee without the Employee's consent.

## ARTICLE 8

### GENERAL PROVISIONS

Section 1: Charity Drives: The Employer will notify the Union prior to the start of any charity drives. The Employer will use no compulsion, harassment, coercion or threats of reprisal to solicit contributions. Employees may make confidential gifts by placing their contributions in a sealed, unmarked envelope. Individual contributions from Employees will not be made public.

Section 2: The Employer will provide the Union with one copy of each OPM and Air Force regulation which governs the major areas of personnel management and administration addressed in this Agreement.

Section 3: The Employer agrees to furnish to the Union, or its authorized representative, upon request and, to the extent not prohibited by law: Data which is normally maintained by the Employer in the regular course of business; which is reasonably available and necessary for full and proper discussion, understanding and negotiation of subjects within the scope of collective bargaining; and, which does not constitute guidance, advice, counsel or training provided for Management Officials or Supervisors relating to collective bargaining. The Union must show a particularized need for the data. The release of this information is subject to The Privacy Act and Health Insurance Portability and Accountability Act. The Union will instruct employees to respect the confidentiality of the disclosed information. Data will normally be provided to the Union within a reasonable period of time after receipt of the request. The responding party will perform one of the following in writing;

1. Request for an extension of time limits stating the need for the delay, and provide a date the data is to be disclosed. If the Union determines the data requested is necessary for discussion, presentation or evidentiary, the delay will extend an imposed time limitations until the data is provided and compiled.

2. Specific reasons for denial of the requested data.

Section 4: The Employer shall post an electronic printable version of the Labor Management Agreement and any applicable amendments on the Civilian Personnel web page. Employees may be permitted to access and print these agreements on duty time and using government equipment.

Section 5: Formal surveys and questionnaires regarding conditions of employment will not be presented or discussed with Employees without prior notification to the Union and bargaining where appropriate. This includes all questionnaires and surveys from all other agencies. Participation in surveys will be voluntary,

unless the parties agree to require participation. Employees will be assured that their responses will be confidential and their anonymity protected, unless the parties agree otherwise. The results of surveys conducted by either party regarding conditions of employment, if requested and available, will be provided to the other party.

Section 6: Employees will be provided reasonable access to available computer network resources. Individual use of the available resources will be in accordance with governing directives.

Section 7: Informal Unfair Labor Practice (ULP) Charge Procedure for the parties - The Employer and the Union agree that before either party files a formal ULP charge against the other with the Federal Labor Relations Authority (FLRA), the following procedure will be implemented in an honest attempt to settle the alleged ULP prior to third party intervention.

Step 1 - If the Union is the charging party, the President or his/her designee will present the alleged ULP in writing to the Labor Relations Officer. In the event the Employer charges the Union with an alleged ULP, then the Labor Relations Officer will present the ULP in writing to the Union President.

Step 2 – From the signature of receipt date it is mutually agreed by the parties to withhold formally filing the alleged ULP for 3 workdays. Both parties agree to meet within 3 workdays to try to settle the ULP. If the charge falls within the last 3 workdays of the authorized six (6) month ULP time limitations, it is agreed to by both parties that the charge may be formally filed.

Step 3 – If at the end of 3 workdays as defined in step 2, no extension has been requested and granted, and no resolution or settlement has been agreed to, the charging party will then be free to file a formal charge with the FLRA.

Section 8: (a) The Agency may, at the approving official's discretion, reimburse employees for expenses incurred in obtaining and renewing professional credentials, including expenses for professional accreditation, state or municipally-imposed professional licenses, professional certifications, and examinations to obtain such credentials if the employee first obtained permission from the approval authority to incur such expenses. The approving authority is the Wing Commander or designee. An employee may not, by self nomination, incur expenses and demand reimbursement.

(b) Employees must submit the following documentation to the appropriate official for reimbursement:

- (1) Approved SF – 1164, Claim for Reimbursement of Expenditures on Official Business
- (2) Receipt that confirms proof of payment to the organization that administers the test
- (3) Proof that the examination was completed and passed
- (4) Disclosure of any reimbursement previously received from the Air force for the same certification or license.

(c) Training funds will not be used to fund these reimbursements.

(d) In preparing for or maintaining a license or professional certification, employees must comply with DoD and Air Force policies on personal use of government resources.

## **ARTICLE 9**

### EXERCISES

Section 1: The parties recognize that exercises are necessary to test the effectiveness of the activity to react to emergency situations. The Union will be notified of exercises within the control of the Employer. Employees detained/delayed during lunch or in excess of 15 minutes from their duty release as a result of

exercises will be compensated in accordance with governing directives upon notification from the affected employee.

## **ARTICLE 10**

### LABOR-MANAGEMENT RELATIONS MEETINGS

- Section 1: The Parties agree that meetings will be held as the need arises between the representatives of the Employer and the Union to confer concerning the prevention and correction of conditions causing misunderstandings and grievances, ways to encourage good Employee/Management relationships, and other matters for the betterment of Employees and Management. This article does not apply to formal negotiation processes.
- Section 2: Each party shall be allowed two representatives unless the parties mutually agree to an equal number of representatives greater than two. If either party has fewer representatives present than the other party, they may elect to continue the meeting or the meeting will be rescheduled until an equal number is available.
- Section 3: When requested by either party, subjects to be discussed will be furnished prior to meetings. Any decisions reached by the Parties will be documented.
- Section 4: This Article does not preclude informal contacts and communications between designated Union Officials and their Supervisory counterparts. Such communications are encouraged to resolve problems at the lowest level possible. This includes organizational meetings for exchanging information.

## **ARTICLE 11**

### UNION REPRESENTATION

- Section 1: The Employer agrees to recognize Union Stewards and Officers under the terms of this Agreement. The Union agrees to recognize the Employer's obligation to assure activities of Union Officials are consistent with law, regulation and the terms of this Agreement.
- Section 2: One Steward may be designated as Chief Steward. In the absence of the Chief Steward, the Union President may designate another representative to serve temporarily as acting Chief Steward by notifying the Employer in writing of the assignment. Sixteen Stewards will be authorized in addition to the Chief Steward. Four of the sixteen stewards will be identified as "at large" stewards. The Union will provide the Employer with a list of Stewards, their work locations and their organizational assignments. The Employer will be notified of any changes or new appointments, in writing prior to the Steward performing representation duties. Stewards will be assigned responsibilities for specific organizations. An At-Large Steward may represent organizations at the discretion of the Union.
- Section 3: Stewards and organizational Supervisors will be committed to resolving problems and reaching agreement at the lowest possible level. However, this commitment will not preclude them from seeking or receiving advice and assistance from higher levels in their respective organizations.
- Section 4: Union representatives will obtain permission from their Supervisor prior to performing representational duties. Supervisors will grant permission unless a significant interruption of work would result. If permission is denied, the representative affected will be allowed time at a later date and any contractual time limits will be extended by an amount of time equal to the delay. If the delay results in a need to extend time limits, the Supervisor will notify the representative in writing when permission is denied. The Steward or representative may receive complaints and grievances of employees. The employer will provide a private meeting facility where any aggrieved employee can talk privately with her/his union representative during duty hours if mission requirements permit. It is agreed there shall be no restraint, interference, coercion or discrimination against the steward or representative because of performance of such duties.

Section 5: Union representatives are entitled to act for and negotiate bargaining agreements, covering all Employees in the Bargaining Unit IAW 5 U.S.C., chapter 71.

Section 6: To ensure continuity of communications between Labor and Management, the Union President may have the option to remain on a day shift schedule, unless it causes a significant interruption of mission requirements.

Section 7: Areas deemed restricted for security reasons will have provisions for Union representatives to meet with Employees and/or their Supervisors outside the restricted area. When necessary and in accordance with governing law, rule or regulation, an escort will be provided to escort the Union representative into the restricted area.

Section 8: Leaves of Absence (Union Officials)

- a. AFGE Officer or Representative: Management may approve leave without pay for any Bargaining Unit Employee who is elected to a position of National Officer of the American Federation of Government Employees, AFL-CIO, for the purpose of serving full time in the elected position or who is selected as an AFGE National Union representative.
- b. Period of Leave of Absence: Leave without pay granted under this Article will normally be for a period concurrent with the term of office of the elected Official or representative, unless mission responsibilities preclude such duration. Renewals of leave will be considered based on mission needs, and upon notification in writing from the elected official or representative that he/she has been re-elected or re-selected and wishes to continue in a leave of absence status.
- c. Conditions and Return Rights:
  - (1) The Employer agrees that all of the leaves of absence granted or approved in accordance with this article are subject to the following conditions in addition to such other conditions as may be imposed by higher regulation or law:
    - (a) Without pay;
    - (b) If so elected the Employee may at the Employee's expense continue available benefits and services.
    - (c) Access to premises by such Employees will be in accordance with the terms of this Agreement or Agency regulations whichever is applicable.
  - (2) Management shall accomplish the following: Place an Employee returning from leave of absence in the position held at the time that the leave of absence began; failing this, the Employee shall be placed in a like / equal position somewhere in the Agency.

Section 9: When the Employer is notified of an upcoming wage survey affecting bargaining unit positions, they will notify the Union. Wage survey teams will normally consist of two members selected by the Union. Travel reimbursements are authorized in accordance with prevailing mileage rates. Participation in wage surveys will be considered official time.

Section 10: The Employer, at the request of the Union, will furnish the Union with a list of names, phone numbers, series, grade, and organizational codes of all Employees in the bargaining unit.

## **ARTICLE 12**

### USE OF OFFICIAL TIME

Section 1: The Employer agrees to allow officers and stewards a reasonable amount of official time for performing representational duties. Union Representatives will be allowed official time when:

- a. Representing the Union or Employees while:

- (1) Investigating, preparing and delivering paperwork and meeting with Management Officials to resolve grievances.
  - (2) Representing, when designated by the Union, the labor organization during consultation and negotiation with organizational Management Officials.
  - (3) Representing the Union at meetings as specifically provided in other articles of this agreement.
  - (4) Preparing for and representing the Union or Employees at arbitration hearings.
  - (5) Consulting or negotiating with the Employer or designated representative.
  - (6) Preparing ULP's and representing the Union before the Federal Labor Relations Authority.
  - (7) Preparing the paperwork and presenting formal grievances to the Employer.
  - (8) Attending at safety functions authorized in accordance with applicable law, rule and regulation.
  - (9) Complying with Department of Labor requirements:
    - (a) Complying with Department of Labor requirements for preparing Form LM-3, Labor Organization Annual Report by the Treasurer and President.
    - (b) Complying with Department of Labor requirements for informing Union members of their rights and responsibilities as a Union member.
    - (c) The Union will inform the Employer in writing of the amount of official time used for (a) and (b) above.
  - (10) Travel time on the installation and to and from the Union office to accomplish any of the above.
- b. The Union agrees to recognize the Employer's obligation to assure official time allowed for such duties are accounted for properly. The Union also recognizes Management's right to assure Employees are present for work and performing assigned duties unless otherwise authorized.

Section 2: To properly account for use of official time, officers and stewards will provide the Supervisor the following information when asking permission to perform representational duties or to contact or meet with another Union representative:

- a. Location of meeting.
- b. Expected duration of meeting.
- c. Information regarding the nature of each contact sufficient for the Supervisor to properly document the use of official time. The Union representative must distinguish between times spent in:
  - (1) Negotiations: To conduct and prepare for negotiations;
  - (2) Labor/Management Relationships: Contacts with Employees and/or their Supervisors in regard to any matter not currently being processed under the negotiated grievance procedure or an appeal and;
  - (3) Grievance and Appeals: Time spent preparing and filing grievances and appeals.

Section 3: Upon return to the work site, the Union representatives will notify the Supervisor. The amount of official time will then be recorded by the Supervisor.

Section 4: In addition to use of official time covered in Section 1, Employees and Union representatives will be allowed time as provided in governing regulations for:

- a. Attendance at Union sponsored training;
- b. Appearance as witness at an arbitration hearing;
- c. Representation of the Union on DoD wage surveys;
- d. Other entitlements to duty time provided by other existing or future regulations; and
- e. Preparation and presentation of A-76 appeals and any data requests.

Section 5: Internal Union business, such as soliciting membership, collecting dues, electing officers, meetings, posting and distributing literature, or other administrative duties will not be allowed on official time. Union representatives may visit any work unit break room/lunch room, or other appropriate location during normal non-compensated lunch or break periods to meet with bargaining unit employees concerning internal Union business. This may include providing Union sponsored Lunch and Learns to disseminate rights and benefits information. These meetings will be coordinated with work unit supervisors and stewards to determine an appropriate time and place.

Section 6: The official time for Union sponsored training will apply to Employees who are officially designated Union officers and Stewards providing the training is of mutual benefit to the Employer and the Union. Management and the CPF will make the determination as to whether the release of Union Officials would adversely affect the mission. The Union will be provided a bank of 360 hours annually, from 1 January through 31 December, for training purposes. The Union may request through the CPF, additional hours of training if the existing bank of hours is expended. A written request for excused absence will be submitted at least two weeks in advance by the Union to the CPF. The request will contain the names and organizational assignment of Union officers and Stewards, duration of training, and the subject matter. The CPF will arrange for release of Union Officials for training authorized in this Article. Once the Employer has approved a request to use official time for training, the Employer will make every effort not to later cancel such request.

Section 7: In October of each year, the Union will provide a projection of training expenses for the fiscal year. The Employer and the Union will equally divide travel and per diem costs for approved mutually beneficial training of Union officials. The Union will pay for the use of rental cars during such travel. The use of Government vehicles are authorized for such training. Travel and per diem for internal Union business is excluded from this section. Upon completion of training, the Union will provide a report outlining training received to CPF.

Section 8: In accordance with U. S. Code Title 5 Section 7131 (c) the Authority shall determine whether any Employee participating for, or on behalf of, a labor organization in any phase of proceedings before the Authority shall be authorized statutory official time for such purpose during the time the Employee otherwise would be in a duty status.

## **ARTICLE 13**

### USE OF OFFICIAL FACILITIES

Section 1: The Union will be authorized to use 16 inches by 20 inches of the space available on the CPF official bulletin board to display their literature, correspondence, notices and related type of information. The CPF will provide a link to the Unions official website Local 2361 on their electronic bulletin board.

Section 2: The Employer agrees to provide office space and utilities without cost to the Union. Unless arrangements are negotiated at a later date, this office space will consist of Building 5002. The Union will be responsible for assuring the office space is maintained subject to "fair wear and tear". Other damage to the facility resulting from Union use will be repaired with the Union bearing the cost or arranging appropriate reimbursement to the Employer. The Union office will be identified by a sign which reads "AFGE Local 2361."

Section 3: The Union shall be provided one parking space within close proximity to the Civilian Personnel Office for Labor-Management relations. This space will be clearly labeled "AFGE Local 2361". The Employer agrees to maintain only approved reserved parking spaces in accordance with applicable governing directives.

Section 4: The Employer agrees to furnish the Union with one Class "A" base extension telephone. The Union may have a commercial telephone at their own expense. The telephone numbers will be placed in the base phone directory. When necessary to ensure a non-disruptive work environment, the Employer may provide a base phone with voice mail or an answering machine at the work location of the Union President and Chief Steward.

Section 5: Computers shall be made available to all bargaining unit employees on the shifts that they work, for official purposes.

Section 6: Upon request and in accordance with governing directives, the Civilian Personnel Office shall coordinate access to and the means for receipt of excess items for furnishing, equipping and maintaining Building 5002.

Section 7: Personal calls over official telephones. Commanders and supervisors may allow personal calls during work hours using official telephones if:

- a. The telephone call does not interfere with official duties.
- b. The calls do not exceed reasonable duration and frequency, and whenever possible, are made during the employee's personal time such as after-duty hours or lunch periods.
- c. The telephone calls serve a legitimate public interest (such as usage reduces time away from the work area or improves unit morale).
- d. The telephone call does not reflect adversely on DoD or the Air Force (e.g., uses involving pornography; unofficial advertising, soliciting, or selling; and discussion of classified information).
- e. The government does not incur any long distance or per-call charges above and beyond normal local charges. Determine normal local charges based upon historical averages.

Section 8: The Union may participate at their request in installation Open House programs. Upon request, booth space will be provided equal to what other organizations are provided with the understanding that the Union is not allowed to sell any items that competes with the Open House/Air Show concessionaire. Samples of all items to be sold will be approved by the base concessionaire. The Union will provide its own merchandise and materials for booths, i.e., tables, chairs, canopy, ice, etc. The booth will be set up in the Open House/Air Show designated area.

Section 9: The Employer will publish notices of Union meetings on a space available basis in the *Spirit Times* base newspaper at no cost to the Union. Per AFI35-101 5.18.1.3, articles of local interest to the base populace will also be considered for publication under the same criteria as articles submitted by other base organizations. Public Affairs has the authority to determine the appropriateness of an article for publication and also to edit the articles.

## **ARTICLE 14**

### **SCHEDULING OF WORK**

Section 1: Definitions

- a. Work Schedule: Any one of the five negotiated work plans listed in b, c, d, e, and f in this section and the scheduled hours of work, workdays and days off.

- b. Normal Tour of Duty: A schedule in which the Employee works 8 hours per day for 5 days per week in each 80 hour biweekly pay period. The starting and stopping times are not flexible.
- c. Uncommon Tour of Duty: A weekly tour of duty that includes Saturday and/or Sunday.
- d. Flexitour: An Alternate Work Schedule (AWS) in which an Employee is scheduled eight hours per day, five days per week. The start and stop times are flexible at the Employee's election up to one and one half-hours before and after starting and ending times with Supervisor's approval. Adjusting start and ending times allows Employee to vary the length of the workday and/or workweek in order to manage workloads, or for personal reasons.
- e. 5-4/9 Compressed Schedule: An AWS in which an Employee works a combination of 8 days for 9 hours per day and one day for 8 hours during each 80 hour biweekly pay period. The starting and stopping times are not flexible.
- f. 4/10 Compressed Schedule: An AWS in which an Employee works 4 days per week for 10 hours per day during each 80 hour biweekly pay period. The starting and stopping times are not flexible.

## Section 2: General Provisions

- a. The administrative workweek shall consist of seven consecutive days, Sunday through Saturday. The regular basic workweek shall be Monday through Friday. Regular duty hours will be between 0600 hours and 1700 hours. The latest start time will be 0800 and earliest ending time 1430 hours (Core Hours). Unless change is required by law, rule, or regulation, respective organizations will consult and impact bargain over changes in starting and ending times. A meal period of normally 30 minutes to a maximum of 1-hour during the time frame of 1100-1300 is authorized, consistent with an 8-hour workday. Employees may request to exclude a non-compensated meal period by notifying the supervisor two weeks in advance. If the approving official can substantiate that the exclusion of a non-compensated meal period will cause or has caused a significant:
  - (1) Reduction in productivity; or
  - (2) Diminished level of service; or
  - (3) Increase in the cost of operation

He or she may disapprove the exclusion of a non-compensated meal period.

When supervisors schedule more than one shift in a 24-hour period and an overlapping of shifts to permit time off for lunch is not possible or under exceptional circumstances, supervisors may authorize an on-the-job lunch period of 20 minutes or less. Employees spend their on-the-job lunch at or near their workstations. Under these conditions, the time covered by the 20-minute on-the-job period is compensable.

- b. (1) Except for changes required by law, rule or regulation, changes in hours of work within the basic workweek, uncommon tours of duty, and alternate work schedules (AWS), or the implementation of an AWS, will be made effective following impact bargaining. Employees may be assigned to a particular shift, tour of duty, or AWS on a temporary or permanent basis for health, personal hardship, or mission related reasons. Proposals to change schedules will be presented two weeks prior to the proposed effective date and approved/disapproved by the Supervisor with higher level Supervisor review; however, written proposals to change schedules that are jointly agreed upon by employee and employer may be implemented without a two week notice period. Impact and Implementation bargaining will normally be accomplished during the two-week notice period. Post implementation impact bargaining may continue if agreement is not reached during the notice period. All changes will be documented with notice to the Union and the affected Employees that will include the following documentation:
  - (a) Name of Employee(s) affected. (Or work section if the changes involve all employees in the section)



- (b) New hours of work and days off for the affected Employees.
  - (c) Duration of the change.
  - (d) Effective date of change.
- (2) Employees may request to be assigned to a particular shift, tour of duty, or AWS on a temporary or permanent basis for personal reasons, health, or hardship. The Employees request to change should be presented two weeks prior to the proposed effective date for approval or disapproval. If disapproved, the reason for disapproval will be provided in writing to the Union and the effected Employee(s).
  - (3) Employee(s) may be allowed a rest period not to exceed 15 minutes during each 4 hours of continuous work to be scheduled consistent with workload requirements.
  - (4) Employees should be encouraged to rotate shifts in a fair and equitable manner. Seniority for work shift rotation (i.e., second shift) will be established IAW service computation date (Leave), whereas the most senior person will be offered first choice, then in succession. If no Employee volunteers, the Employee with the least seniority will be required to work the shift. Work unit Supervisors will ensure Employee qualifications are a consideration for each shift's coverage.
  - (5) The Employer may allow reasonable time when necessary prior to lunch and at the end of the duty day for Employees to clean and store equipment used in the performance of assigned duties consistent with workload requirements.

### Section 3: Alternate Work Schedules

- a. All participants must understand and accept the increased responsibilities incurred with AWS, and be willing to adjust their work schedules to meet job requirements. Normally, first shift work schedules will be established between 0600 and 1800 hours. The Employee's scheduled day(s) off will be based on work requirement, Employee's preferences and if necessary, service computation date (leave).
- b. If the approving official finds that an AWS will cause or has caused a reduction in productivity, a diminished level of service or an increase in the cost of operation, he or she will promptly determine not to implement or continue an AWS.
- c. A meal period within an AWS is authorized normally for 30 minutes to a maximum of 60 minutes midway in the shift. The determination of the time an Employee may begin their meal period is the responsibility of the Supervisor, with proper consideration of the Employee's wishes. Short notice changes in the established meal period will be made only for emergency mission purposes. Employees may request to exclude a non-compensated meal period by notifying the Supervisor two weeks in advance. If the approving official can substantiate that the exclusion of a non-compensated meal period will cause or has caused a significant:

- (1) Reduction in productivity; or
- (2) Diminished level of service; or
- (3) Increase in the cost of operation

He or she may disapprove the exclusion of a non-compensated meal period.

When supervisors schedule more than one shift in a 24-hour period and an overlapping of shifts to permit time off for lunch is not possible or under exceptional circumstances, supervisors may authorize an on-the-job lunch period of 20 minutes or less. Employees spend their on-the-job lunch at or near their workstations. Under these conditions, the time covered by the 20-minute on-the-job period is compensable.

d. Flexitour Provisions:

- (1) With Supervisors approval, Employees participating in the flexitour schedule may adjust their starting and ending times up to one and one half hours before and after the scheduled starting and ending times (core hours). Core hours for a day shift operation are 0800 to 1430 which includes the lunch period if applicable. All personnel who participate in a flexitour schedule must account for the total number of hour they work each day and ensure they account for 80 hours each biweekly pay period. No Employee is to work a tour exceeding their work schedule without prior approval of the supervisor for overtime or employee requested credit hours or compensation time.
- (2) Credit hours may be earned at the request of the Employee with prior supervisor approval, only during non-overtime hours. Credit hours shall not be utilized to avoid the payment or fair distribution of overtime. A maximum of 24 credit hours may be carried over from pay period to pay period. Any earned credit hours in excess of 24 may not be carried forward into the next pay period and will be forfeited. Any unused credit hours, up to 24, will be paid at the basic rate of pay if an Employee is permanently removed from his or her flexitour schedule.

## **ARTICLE 15**

### LEAVE PROVISIONS

Section 1: General Provisions - All types of leaves, with the exception of military leave, will be approved in 15-minute increments. Supervisors must not make arbitrary decisions to deny leave, they must base their decisions to deny leave requests or cancel approved leave on the necessity for the Employee's services. Denial or cancellation of leave is not disciplinary in character and must not be used as a punitive measure.

Section 2: Annual Leave

- a. Scheduled Vacation Leave- Supervisors will establish and approve vacation leave schedules based upon leave forecasts that have been presented to the supervisor prior to 15 February. The supervisor will verify compliance of the established vacation leave schedules forecasted by 30 August. Once approved, the employee cannot be bumped from their scheduled vacation leave by other employees. If there are conflicts because two or more employees requesting leave for the same time period and workload cannot be adjusted to allow the employees to be granted leave during the time scheduled, the leave will be scheduled for the employee with the most seniority based on the SCD leave date. When scheduled leave is denied, employees will be given the opportunity to select new dates for leave. If the new dates are not acceptable to the supervisor, any "use or lose" leave due to this denial must be scheduled in writing before the start of the third bi-weekly pay period prior to the end of the year.
- b. Scheduled Leave- Normal scheduled leave should be requested by submitting an OPM Form 71 at least ten workdays in advance to allow the Employee to be advised of approval or disapproval no later than five workdays prior to the start of the leave. If annual leave is disapproved, the Supervisor will provide the Employee, in writing, the reasons for disapproval. With the exception of approved scheduled vacation leave, if there are conflicts because two or more Employees who request leave for the same time period, and the workload cannot be adjusted to allow the Employees to be granted leave during the time requested, the leave will be scheduled for the Employee with the most seniority based on SCD leave. When scheduled leave is denied, Employees will be given the opportunity to select new dates for leave.
- c. Unscheduled Leave- Unscheduled annual leave should be requested at least one day in advance except in cases of personal emergencies.

### Section 3: Sick Leave

- a. The Parties recognize the insurance value of sick leave and encourage Employees to conserve sick leave. Sick leave for pre-arranged medical, dental, or optical examinations or treatment must be requested in advance of the absence. An Employee requiring use of unscheduled sick leave will notify the Supervisor as soon as possible but normally no later than two hours after the beginning of the shift. Employees may request leave in accordance with the Family and Medical Leave Act of 1993 or the Federal Employees Family Friendly Leave Act of 1994.
- b. An Employer may grant sick leave only when supported by administratively acceptable evidence. Regardless of the duration of the absence, the employer may consider an employee's certification as to the reason for his or her absence as administratively acceptable evidence. For an absence in excess of 3 workdays, or for a lesser period when determined necessary, the employer may also require a medical certificate or other administratively acceptable evidence as to the reason for an absence. The Employer shall not publicly post individual sick leave records.
- c. Advance sick leave may be granted for use by Employees upon proper request. Advance sick leave will be granted in an equitable manner consistent with governing regulations.
- d. Employees will be entitled to use sick leave or unpaid leave in accordance with governing directives for purposes related to the adoption of a child. Employees may use such leave for appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.
- e. In accordance with governing directives, Employees shall not be penalized in their conditions of employment because they require time away from work caused by or contributed to by pregnancy, miscarriage, abortion, childbirth, and/or recovery. The use of leave in this regard will be treated in the same manner as any other temporary disability.
- f. In accordance with governing directives, there may be no limitation of employment before childbirth unless specified by a physician. After consultation with their physician, a decision will be made on an individual basis as to how far into pregnancy the Employee may continue to work and when she may return to work.
- g. In lieu of sick leave, Employees unable to perform their assigned tasks due to injury or illness on or off the job may request light duty. If available, light duty may be authorized if a statement from a medical authority states information related to their limitations and the length of time is provided.

## ARTICLE 16

### EXCUSED ABSENCE/ADMINISTRATIVE DISMISSAL

Section 1: Administrative dismissal is absence from duty administratively authorized without loss of pay and without charge to leave, except as defined below. This provision is used when Employees are released because all or part of Whiteman Air Force Base is closed, or it is in the public interest. Administrative dismissal is posted on the time and attendance report as administrative leave. These absences may be approved for the reasons listed below and for other purposes in accordance with applicable governing directives.

- a. Procedures. In the event of administrative dismissal, the following procedures apply:
  - (1) Employees on annual, sick or other approved leave for the entire day will be charged for the entire day.

- (2) Employees on duty during the first part of the day but depart on annual, sick or other approved leave before notice of early dismissal is received, will be charged for the balance of the day.
  - (3) Employees wishing to leave work earlier than the announced dismissal time may request annual leave, LWOP or other approved leave to cover the duty time between their departure and the dismissal time.
- b. Hazardous Weather Conditions/Disasters. On occasion, due to the severity of the weather, administrative dismissal may be authorized for Employees not required to report to work. Decisions to authorize excused absence shall be announced through Management, official installation publications, telephone warning systems, and/or radio and television. The Employer shall ensure that only the minimum numbers of essential personnel actually needed are required to remain on duty or come in when other Employees are dismissed or excused from reporting. The requirement for essential personnel will be equitably rotated among qualified Employees. Employees identified as essential personnel shall be notified in advance, in writing of this requirement. For other provisions not covered in this agreement, refer to the 509 BW PLAN 10-207.
- (1) Early Dismissal. Only Employees in a duty status (not on leave) or expected to return from leave to duty status at the time the early dismissal takes effect are excused without charge to leave. Employees absent on leave that day continue to be charged leave.
  - (2) Late Reporting. Depending on hazardous weather conditions, tardiness not in excess of 2 hours may be excused. In individual cases personally reviewed by the Supervisor, tardiness in excess of 2 hours may also be excused because of an unavoidable delay resulting from adverse weather or disruption of public or private transportation. Employees that do not report for duty during hazardous weather are charged a full day of annual leave unless the Supervisor determines the Employee made every reasonable effort to get to work, but was unable.
  - (3) Base Closure. Workdays on which the base is closed are non-workdays for leave purposes. All Employees who normally earn leave, except those identified as essential personnel, are excused without charge to leave. This includes those on scheduled annual leave or sick leave, but does not include those in a non-pay status on the days immediately before and after the days the activity is closed.
  - (4) Delayed Reporting. Employees not assigned to mission-essential positions are excused without charge to leave until the specified reporting time. Supervisors may excuse personnel for up to one hour after the announced reporting time if the employee has reported and the supervisor verifies an unavoidable delay caused by severe or hazardous weather.
- c. Employees are expected to work if conditions in the work place are reasonably adequate. Dismissals due to unusual work conditions, extreme temperatures and conditions created by temporary disruption of air-cooling or heating systems should be rare. The Employer shall take appropriate measures to correct or improve the work environment as soon as possible. When temperatures fall outside normal expectations or conditions, the Supervisor will consider the following options:
- (1) Relocation,
  - (2) Liberal leave,
  - (3) Employer provided additional equipment such as fans, space heaters, portable air conditioning units, etc.
  - (4) However, when extreme temperatures exist, the Supervisor will monitor the health/comfort of Employees. If administrative dismissal is deemed appropriate based on the work environment, productivity and existing directives, the Supervisor shall request approval through upper management.
- d. The leave-approving Supervisor may excuse Employees for the periods of time and the reasons specified below:

- (1) Absence for brief periods or tardiness: Unavoidable absences, brief periods of early dismissal and brief periods of tardiness of less than 1 hour may be excused by the supervisor. For tardiness associated with hazardous weather conditions refer to b (2) of this section.
- (2) Voting: Generally, Employees are excused from duty to permit them to report for work three (3) hours after the polls open or to leave work three (3) hours before the polls close, whichever results in the lesser amount of time off. Unusual circumstances may warrant additional excused time. If necessary, Employees will be excused to register on substantially the same basis as for voting.
- (3) Blood Donations: An Employee may be excused up to four (4) hours for purposes of travel, testing, and recuperation associated with donating blood. If an unusual period of recuperation is required, or if the Employee must travel an unusual distance, no more than an additional four (4) hours may be excused.

#### Section 2: Leave for Bone Marrow or Organ Donation

- a. Absence to Serve as a Bone Marrow or Organ Donor. An employee is entitled to use 7 days of paid leave each calendar year (in addition to annual or sick leave) to serve as a bone-marrow donor and an employee may use up to 30 days of paid leave as an organ donor. Bone-marrow or organ donor leave may be used, but is not limited to, such situations as blood testing, tissue testing, counseling, physical examinations, travel time, surgery, and recuperation. Employees who are screened but not accepted as donors, are entitled to bone marrow or organ donor leave for their absences in conjunction with their attempt to be donors. Medical procedures and recuperation depend on the circumstance of each case. Record this type of leave on the time and attendance documentation under administrative or other leave category. (See 5 U.S.C. 6327.)
- b. Absence of Employee Having Bone Marrow Removed. An individual having bone-marrow removed and stored for future use is not a “donor,” and the benefit of 7 days of paid time off was not intended for someone who is undergoing such a procedure for his or her own needs. Sick leave, annual leave, and advanced annual and sick leave are available to an employee facing this type of medical procedure. In addition, leave donated under the Voluntary Leave Transfer Program and LWOP under the FMLA may be used if the condition meets the requirements of these programs.

Section 3: An Employee who can be spared without interference to essential operations or obligations may be excused to participate as a volunteer in emergency rescue or protective works during an emergency such as fire, flood, or search operations. Normally, such participation is limited to a maximum of 5 days per year.

Section 4: Employees may be granted up to 59 minutes of excused absence to observe their birthday.

Section 5: In accordance with 509 BW/CC Memorandum, Civilian Participation in Physical Fitness Activities, Supervisors may grant Employees up to three (3) hours per week of excused absence to participate in an exercise program

Section 6: Court leave may be granted to an employee tasked for jury duty or summoned as a witness in a legal proceeding in accordance with AFI 36-815, Chapter 6.

Section 7: Military leave may be granted to an employee in accordance with AFI 36-815, Chapter 5.

Section 8: A Federal Law Enforcement Officer or Federal Firefighter may be excused from duty to attend the funeral of a fellow Federal Law Enforcement Officer or Federal Firefighter who was killed in the line of duty in accordance with 5 U. S. C. 6328.

Section 9: An employee is excused for not more than three days to make arrangements for or to attend the funeral or memorial service of, an immediate relative who has died as a result of wounds, disease, or injury incurred while serving as a member of the armed forces in a combat zone.

## ARTICLE 17

### HOLIDAYS/IN-LIEU-OF HOLIDAYS

Section 1: The requirement for holiday work assignments will be rotated on an equitable basis among qualified Employees. Holiday work will not be assigned as a means to reward or to penalize.

Section 2: Employees may be excused from holiday work when qualified replacements are available (i.e., volunteers).

Section 3: When holiday work is required, Employees working holidays will be notified at least two weeks in advance, when possible, of the holiday to be worked.

Section 4: Holidays and In-lieu-of holidays

a. Full time Employees whose basic workweek is Monday – Friday:

If the actual holiday falls on a workday within the basic workweek, that day is the holiday.

If the actual holiday falls on Saturday, the Friday immediately before is the in-lieu-of holiday.

If the actual holiday falls on Sunday, the Monday immediately after is the in-lieu-of holiday.

b. Full time Employees on compressed work schedules and the basic workweek is Monday – Friday.

If the actual holiday falls on a workday within the basic workweek, that day is the holiday.

If the actual holiday falls on a day other than Sunday, the workday immediately before is the in-lieu-of holiday.

If the actual holiday falls on Sunday, the workday immediately after is the in-lieu-of holiday.

c. Full time Employees whose work schedule includes Saturday and/or Sunday.

If the actual holiday falls on a workday, that day is the holiday.

If the actual holiday falls on a day other than Sunday, which is a regular day off, the workday immediately before is the in-lieu-of holiday.

If the actual holiday falls on Sunday, which is a regular day off, the workday immediately after is the in-lieu-of holiday.

d. Part time Employees.

If the actual holiday falls on a workday, that day is the holiday.

If the actual holiday falls on a non-workday, the Employee does not receive an in-lieu-of holiday.

A part time Employees work schedule cannot be changed to allow for an actual holiday to fall on a workday.

e. The Employer may approve an alternate in-lieu-of holiday by letter to the Employee with a copy to Civilian Payroll, the Civilian Personnel Flight and the Union only when an adverse mission impact occurs because of the in-lieu-of holiday.

## ARTICLE 18

### OVERTIME

Section 1: When overtime work is required, it shall be offered and/or distributed in a fair and equitable manner among qualified Employees from the affected work unit.

a. When more than one Employee is qualified to perform the overtime work, a documented rotation process initially based on service computation (leave) date will be utilized to determine which

Employee will be offered the overtime work. Thereafter, the rotational sequence for an overtime assignment will be based on eligibility and least accumulated hours.

- (1) New Employees will be given a total equal to the average of all Employees in the affected work area.
  - (2) With the exception of credit hours, all hours of work actually performed or offered outside an employee's regular workweek will be credited as overtime for the roster.
  - (3) Computation of overtime credit and reordering of the roster based on computation will be accomplished quarterly. The roster will be reset to zero at the beginning of each leave year.
  - (4) A work unit may deviate from this process by proposing a change to the Union and meeting bargaining obligations.
- b. If the Supervisor cannot obtain enough volunteer employees from the qualified personnel, overtime will be assigned using reverse seniority on service computation (leave) date.
  - c. It is understood that in an emergency situation the Employer may have to deviate from the normal order of selecting Employees.
  - d. First consideration may be given to an Employee currently assigned to a daily work project.
  - e. The Supervisor should inform the Employees of the estimated duration of overtime.
  - f. An Employee not contacted for overtime work due to leave or detail status will not be counted as having declined the overtime work.

Section 2: If possible, Employees will be notified of scheduled overtime work five workdays in advance of the scheduled overtime.

Section 3: When Employees are required to return to the work site to perform unscheduled overtime work outside of their normal duty hours, they will be paid a minimum of two hours pay each time they are called back to duty. If Employees are required to work overtime in excess of four hours, they will be allowed a 15-minute rest period after two hours of work. Employees required to work overtime during a period of time in which they would normally eat a meal, will be allowed a meal period not to exceed 45 minutes, if requested. The meal period will be duty free and not compensable time.

Section 4: General Schedule (GS) Employees whose basic rate of pay does not exceed GS-10, Step 10, and federal wage system (FWS) Employees, will be paid for overtime unless the Employee requests and is granted compensatory time off for the overtime worked. If the Employee elects compensatory time off, it is understood the Employee will use it unless it cannot be granted by Management. If compensatory time off is not granted before the end of the (26<sup>th</sup>) pay period after the pay period in which overtime was worked, the Employee will be paid for the overtime work.

Section 5: Alternate forms of compensation in lieu of payment for overtime work will be at the election of the Employee IAW law, rule, and regulation.

## **ARTICLE 19**

### TEMPORARY DUTY (TDY) TRAVEL

Section 1: The Employer will issue Employees' TDY travel orders, when possible, at least five working days in advance of the scheduled departure date. The Employer will schedule and arrange for travel, to occur within each Employee's standard workweek, when possible. Administrative processing for TDY travel shall be on duty time.

Section 2: The Employer will distribute TDY travel among qualified Employees from the affected work area fair and equitably. Upon request and when available, the Employee will be provided TDY information such as TDY dates, paid travel days, mode of transportation available, availability of quarters and meals, per diem rates, TDY working conditions, starting and ending times of training and/or work hours, etc. Travel orders will be prepared in accordance with the Joint Travel Regulations (JTR) to contain mode of travel authorized, use of government quarters and vehicles, authorized delays en route, etc. Reimbursement of TDY expenses such as parking, airport incidentals, transportation, lodging, approved rental car, etc. will be made in accordance with the JTR. If an employee elects to drive a POV, TDY reimbursement will be based on a cost comparison in accordance with the JTR. Employees in a travel status will be entitled to overtime compensation in accordance with applicable laws and regulations.

- a. When an Employee is allowed to use the Employee's privately owned conveyance for the Employee's own convenience on TDY travel, the Employee is considered in travel status for the scheduled travel time by common carrier or usual mode of transportation that otherwise would be required. Any time in excess of this period which falls within the Employee's scheduled basic workweek is charged to leave.

Section 3: The following provisions provide for recovery time following TDY travel when the Employee is adversely affected by fatigue.

- a. When an Employee begins or ends TDY travel by commercial carrier during regularly scheduled hours of duty, supervisors may excuse the Employee for up to 3 hours without charge to leave.
- b. When extensive TDY travel outside of regularly scheduled hours of duty is required, Employees are authorized to be absent from work without charge to leave or loss of pay for a reasonable time to recuperate from fatigue or loss of sleep. In determining "reasonable time" the Supervisor considers the adverse effect on work performance, health, or well-being, and any safety hazard which might result from working while fatigued. Normally, this should not exceed 4 hours. When the total elapsed travel time exceeds 20 consecutive hours, as in the case of travel between the continental United States and overseas, up to one duty day may be excused for recuperation.

Section 4: Under certain emergency circumstances an Employee may be authorized to return to their official duty station prior to the completion of the TDY and transportation provided or reimbursed in accordance with governing directives.

Section 5: TDY orders for Air Reserve Technicians (ARTs) will include military rank unless the TDY is for duties unrelated to the ART position, (e.g., EEO training, mediation training, etc.) or when the TDY is to perform duties in a civilian capacity. TDY orders for ARTs will include military rank when performing military functions, deployments, or training.

## **ARTICLE 20**

### ALLOTMENT OF DUES

Section 1: Dues will be withheld by payroll deduction from Unit Employees who desire to be members of Local 2361 of the American Federation of Government Employees at Whiteman AFB, Missouri. The dues will be withheld by payroll deduction from Employees and sent by the Civilian Pay Section at the close of each biweekly pay period to the bank so designated by the Union for deposit into the Union's banking account. The dues will be withheld at no charge to the Union or the Employee.

Section 2: Standard Form 1187 is authorized for allotment of dues withholding from Employees' pay for remittance to Local 2361, AFGE. The Employer agrees to furnish SF 1188 for dues revocation.

Section 3: All changes in the amount of dues deduction will be effective on the date stated in the notice of change. A copy of the letter will be addressed to the Civilian Pay Section. Any change in dues deductions will be made by the Union President or Treasurer in the form of a letter addressed to the Civilian Pay Section.



Section 4: An allotment request may be submitted at any time and will be effective at the beginning of the first full pay period after receipt of Standard Form 1187 by the Civilian Pay Section.

Section 5: The Defense Finance and Accounting Service (DFAS) will furnish the Union with a list of names and amounts withheld and the names of those Employees whose dues have stopped because of insufficient income during the pay period. The list will be mailed to the Treasurer of the AFGE Local 2361, at an address submitted in writing to the (DFAS) by the Union President. The Union will be responsible for keeping an accurate mailing address furnished to the (DFAS). The Employer will provide the Union a list of names and office symbol of bargaining unit employees on a quarterly basis. The Employer will provide the Union a list of Employees whose bargaining unit status changes.

Section 6: An Employee may revoke an allotment for the payment of dues at any time by completing SF 1188 and submitting it directly to Civilian Pay. Such revocation will not be effective until the first pay period after the dues deduction has been in effect one year. Thereafter, an allotment may be revoked by an Employee each year on the anniversary date of the initial assignment of dues withholding. The DFAS will provide written notification of the revocation to the Union Treasurer within 7 days.

Section 7: The Employer, upon request from the employee, will terminate dues withholding on the first full pay period after an employee leaves the Bargaining Unit as the result of any type of separation from the Bargaining Unit. Dues withholding will be terminated by the gaining payroll office by request of the employee who transfers to another unit.

## **ARTICLE 21**

### **POSITION DESCRIPTION AND CORE PERSONNEL DOCUMENT**

Section 1: The purpose of a position description (PD) and core personnel document is to describe officially, for pay and classification purposes, the duties and responsibilities assigned to a position. A position description and core personnel document shall list duties a position is assigned, which is series or grade controlling.

Section 2: Proposed changes in position descriptions and core documents will be discussed between the Supervisor and Employee(s). Employee(s) and the Civilian Personnel Office will be furnished a copy of the changed document.

Section 3: The Supervisor shall furnish the Employee with a copy of the current position description/core document upon request or within fourteen (14) calendar days of being hired or changing positions. In situations where an Employee disagrees with the accuracy of the official position description/core document or critical rated element, including the inclusion or exclusion of a major duty, he or she should first attempt to resolve the situation with the immediate Supervisor or through a possible desk audit. If that does not prove to be satisfactory, the Employee may file a grievance in accordance with Article 33, the negotiated grievance procedure. Should an Employee disagree with the title, series, or grade of the position description/core document, he or she may file a classification appeal.

Section 4: When terms like "30 percent other duties as assigned" are used in the position description or core personnel document, the term is mutually understood to mean tasks that are related to the position. Such terms shall not be used on a recurring basis to assign duties outside an Employee's classification or assignment.

Section 5: Permanent Employees whose regular position is not in the Bargaining Unit should not normally work on jobs for which rates or classification are established for Bargaining Unit Employees, except for purposes of instruction, experimentation, or in emergencies when Bargaining Unit Employees classified into that position are not available.

## ARTICLE 22

### DETAILS AND TEMPORARY PROMOTIONS

- Section 1: Details are official personnel actions by which Employees are temporarily assigned to a different position or set of duties for a specified period with the Employee returning to his/her original position at the end of the detail. There is no formal position change. Officially, the Employee continues to hold the position from which detailed and keeps the same status and pay. Employees do not need to meet qualification standards (with the exception of positive education/license requirements) in order to be detailed. Although there is no requirement to do so, Supervisors may consider rotating noncompetitive detail opportunities among Employees.
- Section 2: Supervisors will brief detailed Employees on the specific duties and tasks to be performed. When detailed Employees do not perform at an acceptable level, they may be returned to their permanent position. The refusal by an Employee to perform duties on detail may serve as the basis for disciplinary action.
- Section 3: Details of 30 days or less will be documented by the Supervisor on Supervisor's Record of Employee. This documentation will consist of a short description of duties and the inclusive dates of the detail. Details in excess of 30 days will be documented in the Electronic Official Personnel Folder (EOPF) by SF 50, Notification of Personnel Action, and description of the classified set of duties. Employees may document details of 30 days or less in the OPF by completing and submitting an OF 612, which will include a Supervisor's signature and concurrence.
- Section 4: Details to a higher graded set of duties for more than 120 days will be processed competitively as prescribed in Article 29. Temporary promotions to higher graded positions for more than 120 days will be processed competitively as prescribed in Article 29. The Employer must give the Employee written notice of the conditions of the time-limited promotion, including the time limit of the promotion, the reason for the time limit, the requirement of competition for the promotion beyond 120 days, where applicable, and that the Employee may be returned at any time to the position from which temporarily promoted. An Employee may decline an offer of temporary promotion. Normally, the area of consideration will be limited to the Flight, Squadron, or Group in which the detail or temporary position is located.
- Section 5: In determining whether a temporary promotion or detail is more appropriate to effect the personnel action, the following rules will apply:
- a. A detail will be used when:
    - (1) The needs of the organization can be met by assigning a less than fully qualified person to perform the duties or;
    - (2) The Employee will not be required or expected to reach full performance level during the duration of the assignment.
  - b. When the needs of the organization can be met only by assigning a fully qualified and eligible Employee who will be required to perform all aspects of the job with little or no delay, a temporary promotion may be considered.
  - c. When an Employee is initially assigned by detail and subsequently reaches the full performance level and is qualified and eligible they will then be temporarily promoted if the assignment continues.
  - d. Details may be extended up to one year without consideration for temporary promotion if prohibited by hiring restrictions.

Section 6: The Employer will provide Employees tentatively selected for a temporary promotion, information regarding area of assignment, duties, pay, step, and grade.

## ARTICLE 23

### PERFORMANCE MANAGEMENT PROGRAM

Section 1: The Performance Management Program (PMP) is used by Management to ensure a continuous, systematic process, which integrates the planning, directing, and execution of work with civilian performance appraisals, pay, awards, promotions and other actions. Performance appraisals shall be applied IAW governing directives in a fair, objective, equitable, and job related manner. The Employee will be the last individual to sign his/her form 860A. The rater will privately discuss the ratings and award with the Employee and provide the Employee the opportunity to sign and date the document. If the Employee refuses to sign the 860A, the rater annotates, "Employee was given the opportunity to sign and refused." A copy will be placed in the secured Employees work folder and a copy provided to the Employee and Civilian Personnel. Lower ratings shall be reflected only when justification and documentation is provided. Input from previous Supervisors or transferred ratings covering Employee's performance within the current appraisal period will be taken into consideration. As the rating is a judgment of the immediate Supervisor or rating official, reviewing officials shall have the authority to change ratings with concurrence of the rating official.

Section 2: A work plan will be established for each position by using AF Form 860 or Core Personnel Document. Supervisors and the Union will encourage Employees to participate in the development of work plans. Employees will be provided a copy on request.

Section 3: The Supervisor will meet with the Employee at the beginning of each appraisal cycle or upon assignment of a new Employee to discuss the performance elements and standards on which the Employee's work will be evaluated. The evaluation of a Federal Employee will not be lowered without proper justification and feedback.

- a. Quarterly feedbacks will be performed utilizing the AF 860B by 30 Jan, 30 Jul and 30 Oct each year. The annual appraisal will constitute quarterly feedback for the second quarter. Employees shall be made aware of their performance that may impact their rating, to include but not limited to: areas that have improved, areas in need of improvement, joint review of standards and elements, review the adequacy and make improvements/changes to the performance work plan of the position, and comparing performance results with previously established standards and ratings.

Section 4: The annual appraisal cycle for all Employees starts 1 April and ends 31 March.

Section 5: If a performance award is given to an individual, the award should be no less than 1 percent of the annual salary. If a Time Off Award (TOA) is given, a minimum TOA of 2 days should be given. Or, a combination of cash award and TOA to equal a minimum of 1 percent of the annual salary of the individual may be given. Performance awards, if granted, should be distributed in a fair and equitable manner. As the Award is a judgment of the immediate Supervisor or rating official, reviewing officials shall have the authority to change awards with concurrence of the rating official.

Section 6: The goal of Incentive Awards is to recognize Employees for outstanding performance, improve morale, and increase productivity. Public recognition of award recipients for their special contributions, community involvement, suggestions, etc. is the most effective way to achieve this goal. There are many awards available for Employee recognition. These include monetary, honorary, functional area, safety, civic, idea program, special purpose, and heroic deed awards. Supervisors are strongly encouraged to recognize their Employees by fully participating in this program. Employees are encouraged to participate by providing input on possible nominees to their immediate Supervisors. Employees shall be considered for awards at the maximum extent possible IAW applicable directives, and the awards shall be given in a fair and equitable manner.

## ARTICLE 24

### OFFICIAL PERSONNEL RECORDS

**Section 1:** Employees can review their official personnel records by logging into the AFPC webpage and viewing their Electronic Official Personnel File (EOPF). Union representatives may review the records of individual Employees who designate the Union in writing to represent them, or upon written permission, the records of other Employees which are relevant to a particular need established for representational purposes.

**Section 2:** The computerized Supervisor's Employee Brief is the Supervisor's record of Employees. Employees will be allowed to review this record upon request to the Supervisor. Supervisors will allow Union representatives to review records of Employees who have designated them as their representatives, or the records of other Employees, with their permission, which are relevant to a particular need established for representational purposes. When disciplinary entries are made to the record and presented to the employee, the employee may request Union representation in writing, for assistance in responding with rebuttal documents for entry in the record.

**Section 3:** Employees will be given an opportunity to initial all entries in their Supervisor's Record of Employee. All unfavorable entries will be discussed with the Employee, in the presence of a Union representative, if requested, annotated in pencil and removed within one year unless otherwise required by regulation to be retained longer.

## ARTICLE 25

### DISCIPLINE AND DISCIPLINARY ADVERSE ACTION

**Section 1:** All discipline will be administered in private and in such a manner as to not embarrass the Employee. Disciplinary actions against all Employees, including probationary Employees, must be consistent with applicable laws and regulations, should be progressive in nature, and be fair and equitable. Discipline should be rehabilitative in nature. Good discipline thrives on respect for individuals and recognition of individual accomplishments. It is stimulated by a work climate which satisfies the Employee's need for a sense of security and generates a feeling of mutual confidence and trust between the Supervisor and Employee. It is fostered and sustained by firm, just, and decisive leadership, and consistently fair and equitable treatment of all Employees.

**Section 2:** A Union representative will be allowed to be present during any examination, interview, or questioning of the Employee by a representative of the Air Force (including local Security Forces) if the Employee requests representation, and the Employee reasonably believes disciplinary action may be taken against them. The Management Official will forego further discussion until the representative has the opportunity to be present, if representation has been requested by the Employee.

**Section 3:** Copies of written disciplinary actions and proposals affecting Employees will be provided the Union by the Employer upon request when the Employees designate the Union to represent them in writing.

**Section 4:** To the degree the Employer can exercise control, service of a warrant or a subpoena on an Employee will be accomplished in privacy and in such a manner as to minimize embarrassment to the Employee.

**Section 5:** When Employees are detained, arrested or apprehended by local security forces, they will not be subjected to excessive force.

**Section 6:** At the discretion of Management, an employee who is facing removal may be offered a Last Chance Agreement. A Last Chance Agreement is a contract that is between Management and an employee whereby Management agrees to suspend a removal action, and in exchange, the Employee agrees to refrain from more instances of misconduct for a stated period.

- a. Last Chance agreement shall be for just cause and will not be arbitrary, capricious, or based on an abuse of management discretion, disparate treatment, or violate fundamental fairness or policy.
- b. Upon successful completion of the probationary period, the alleged disciplinary or adverse action which led to the Last Chance agreement will be cancelled.
- c. By voluntarily entering into a Last Chance Agreement, an employee is not required to admit any wrongdoing. The probationary period established in a Last Chance Agreements will normally not exceed (1) year, but may vary depending upon the circumstances of the case.
- d. Prior to offering a Bargaining Unit Employee a Last Chance Agreement, Management will notify the Local President, or designee, and will give him/her an opportunity to be present during discussions. The Employee, or a representative of his/her choosing, may bargain the terms or conditions of the Last Chance Agreement.
- e. Before a Last Chance Agreement is signed by both parties, the Employee will have ample opportunity to discuss the terms of the agreement with a representative of his/her choosing.

## **ARTICLE 26**

### REASSIGNMENTS AND CHANGES TO LOWER GRADE

Section 1: Employees must self-nominate for reassignments and changes to lower grade as described in Article 29.

## **ARTICLE 27**

### VEHICLE USAGE

Section 1: Employees will not be required to use their own personal vehicles for conducting official government business unless reimbursed in accordance with applicable regulations. The Employer will provide for transportation of Employees to and from the job site after the Employee has reported to the official duty station, Whiteman AFB.

Section 2: When Employees use a government vehicle in the conduct of their work, they will be required to keep it reasonably clean.

Section 3: Employees will be required to obtain or possess a government motor vehicle operator's license only when necessary for the performance of duties.

Section 4: When Employees are required to meet with Management Officials to brief vehicle mishaps, Union representation will be allowed if requested by the Employee.

Section 5: Union representatives may be authorized use of unit assigned Government vehicles when available for travel on the installation under authorized official time for representational purposes. Union officials shall be authorized the use of government vehicles for approved mutually beneficial training.

## **ARTICLE 28**

### SAFETY AND ENVIRONMENTAL HEALTH

Section 1: The parties agree to cooperate in a continuing effort to avoid, reduce the possibility of, and/or eliminate accidents, injuries, and health hazards in all areas under the Employer's control. The parties agree to comply fully with all provisions of applicable governing directives that have met bargaining obligations, and upon request, make them available to Employees. The Employer shall post and keep up to date, conspicuously in each establishment, a poster informing Employees of the provisions of 29 CFR, part 1960, Executive Order 12196, and the Agency occupational safety and health program.

Section 2: Employees who are required to perform duties that may expose them to unsafe or hazardous conditions will be provided necessary approved safety equipment and personal protective clothing. Necessary cold weather protective clothing will also be provided to Employees who are routinely required to be exposed to cold stress while performing work. In a training process selected by the Employer, Employees will receive instructions on the use and maintenance of such items and the required measures taken to minimize the risk of injury or exposure to hazardous materials or conditions. The equipment will be in proper working condition and after training, the Employees will be responsible for the proper use, care and checking of serviceability of safety equipment prior to use. Equipment found defective will not be used until repaired or replaced. Employees shall be given a reasonable amount of time at the beginning and ending of shift to put on or remove personal protective equipment.

Section 3: Employee medical records maintained by the Employer shall be properly safeguarded in accordance with governing directives. Information contained in an Employee's medical record shall not be released to unauthorized personnel, in accordance with governing directives, without the Employee's written consent. Employees shall have access to view their medical record. Upon written request, Employees will be provided a copy of their medical record. A copy of a medical record of an Air Reserve Technician who loses military status will be transferred to a civilian medical record.

Section 4: Protective Safety Footwear shall be provided to all Employees working in areas, taskings, and operations, which are identified by the Employer as requiring protective footwear. If Employees are identified as mandated use of protective footwear, the Employer shall notify the Union to meet Bargaining Unit obligations.

a. If Employees feel they need protective footwear based on their own assessment of the hazards associated with their occupation, they shall request the Personal Protective Equipment (PPE) through their Supervisor. Employee preference for use of protective footwear does not obligate or make it mandatory for others within the work center.

b. Safety toe footwear shall be purchased through a distributor mutually acceptable to Organizational Commanders or designee and the Union. Employees may select from the distributors available shoes which meet ANSI Z 41 standards. The Employee selection on the installation may be made on duty time; if selection off the installation occurs, duty time will not exceed two hours in length. The Employer's cost shall not exceed \$125.00. Any additional cost will be at the Employee's expense. The Employee may be required to pay applicable taxes on the amount above the Employer's cost. Protective footwear shall be replaced if it is deemed no longer serviceable.

c. Employees with special footwear needs will be accommodated when they provide acceptable medical documentation.

d. When work areas or occupations require the use of uncommon special protective footwear such as electrical hazard, non-conductive soles, chemical hazard etc., the Employer shall forego the price limitation in order to provide the specialized personal protective equipment.

Section 5: Employees who are required to work in occupations designated by the agency which have eye hazards such as flying objects, dust, chemicals, compressed air, welding operations, spraying operations etc. shall be provided safety protection eyewear at no cost to the Employee. If the Employer requires the use of eye protection in the performance of the Employee's assigned duties and the Employee normally wears corrective lenses, the Supervisor may excuse the Employee for up to two hours of duty time to obtain an eye examination. The Supervisor may require the showing of the dated prescription in order to obtain the excused time off. Employees providing an existing prescription to their Supervisor that is less than two years old may obtain prescription safety glasses. Employees may select from the approximately forty-five available choices of frames. Employees who normally wear corrective lenses and are required to wear full face masks, hoods, or a self-contained breathing apparatus in the performance of their assigned duties shall be provided prescription inserts.

Section 6: Employees, if physically able, must notify their Supervisor as soon as possible following an on-duty injury or illness. The Employer will ensure the Employee is advised of their rights and benefits under the Federal Employee's Compensation Act and other applicable directives. Information concerning the location of applicable regulations and procedures of the Office of Workers Compensation Programs

(OWCP), U.S. Department of Labor, will be maintained by the Employer and available to Employees and the Union upon request. The Employer shall be responsible for:

- a. Providing the required OWCP forms to Employees who, in turn, provide them to the Medical Treatment Facility or private physician of their choice who accepts federal workers compensation claims. At no time will this requirement impede an Employee from receiving prompt medical attention.
- b. Providing appropriate instructions to the Employee, which will facilitate timely claim submission.
- c. Processing claims and providing necessary information within the control of the Employer to the Injury Compensation Program Administrator (ICPA). An original copy of Form CA-1 and/or CA-2 will be provided to the ICPA as soon as possible but not later than 5 business days after receipt from the employee when medical expense and/or lost time is incurred or expected to incur. The employee's organization will be required to provide required additional information no later than fourteen (14) calendar days after it is requested from the ICPA and/or DoL. Follow-up status will be provided upon request.

Section 7: Physical examinations directed by the Employer will be at the Employer's expense. Such examinations and related tests will be conducted during the Employee's duty hours.

Section 8: New, changed, or newly applied alternate standards that affect Bargaining Unit Employees as defined in 29 CFR part 1960.17 and Air Force Instruction 91-302 Sect. 5 (AFOSH, AFI's Etc.) may be implemented after consultation and bargaining obligations with the Exclusive Bargaining Unit have been met.

Section 9: Coordination between safety and health officials and the Union as far as notification of inspections, training, and implementation of programs, standards and instructions will be through the Civilian Personnel Flight.

Section 10: In accordance with 29 CFR part 1960.59 (b) the Employer will provide to identified union representatives, training such as introductory and specialized courses and materials that will enable them to appropriately assist in workplace safety and environmental health inspections.

Section 11: The Employer shall officially appoint in writing a representative and an alternate identified by the Union to safety and health committees, councils, boards, etc. that affect Bargaining Unit Employees. Membership will be of equal status with other members, except the Union Representatives will speak for and represent safety and health matters affecting Bargaining Unit Employees.

Section 12: The Union shall be provided inspection discrepancy reports and, upon request, advised by the Employer of actions taken to resolve discrepancies from safety/health inspections or hazard reports concerning matters that could adversely affect the safety and health of Bargaining Unit Employees. The Employer will notify the Union in the event of a serious on the job injury, occupational illness/disease, or death.

Section 13: In accordance with Executive Order 12196 (i) and 29 CFR part 1960.27; a Union representative shall be given an opportunity to accompany Safety and Health inspectors during the physical inspection of any Employee workplace. Inspection is defined as a comprehensive survey of all or part of a workplace in order to detect safety and health hazards. Inspections do not include routine day-to-day visits by agency occupational safety and health personnel, or routine workplace surveillance of occupational health conditions. The Union will assign the attending representative. The parties agree the purpose of the attendance of the representative is to aid in the inspection and to provide such representatives with more detailed knowledge of any existing or potential unsafe or unhealthful working condition. Under normal circumstances, a two-day notification will be given prior to inspections. Inspections will not be delayed due to unavailability of the Union representative.

Section 14: Upon request, the Employer will evaluate and provide, if necessary, accommodations to ensure safe ergonomic practices in the workplace.

Section 15: When an Employee observes a work situation that poses an imminent danger which could reasonably be expected to cause death or serious physical harm:

- a. The Employee will stop work and immediately report the conditions to the Supervisor, crew leader or other person in charge;
  - b. The responsible official will inspect the work areas to determine if a safety or health hazard exists;
  - c. If either the responsible official or the Employee has a reasonable belief that action is necessary to protect the Employee, the decision to return to work will be held in abeyance until an appropriate safety, fire protection or environmental health official inspects the area and renders a decision. The Union will be given the opportunity to be present during the on-site inspection.
- Section 16: The Employer agrees there will be no restraint, interference, coercion, discrimination, or reprisal directed against an Employee for filing a report of an unsafe or unhealthy working condition or for participating in Occupational Safety and Health Program activities or because of the exercise by Employees on behalf of themselves or others, of any right afforded by Section 19 of the Occupational Safety and Health Act, Executive Order 12196, 29 CFR 1960 or this agreement.
- Section 17: When the base Public Health Officer has identified a local epidemic of communicable disease or illness, appropriate immunizations may be provided to all employees who request them at the discretion of the Military Treatment Facility (MTF) Commander.
- Section 18: The Employer will make every effort to protect Employees from the threat of bio-terrorism in the workplace. Employer will provide appropriate Personal Protection Equipment (PPE) to Employees as deemed necessary by Public Health authorities. If the Employer suspects exposure, the Employer shall provide tests and antibiotics at no cost to the Employees in the suspect areas.
- Section 19: When there is a need to utilize Bargaining Unit Employees as representatives for safety and environmental health inspections, the Union will select the appropriate representative based on his/her availability.
- Section 20: The Employer will post a copy of the complete summary of the OSHA 300A annually by February 1<sup>st</sup> on the bulletin board located in the installation safety office and provide a copy to the Union upon request. This will remain posted until the 30<sup>th</sup> of April.
- Section 21: Employees have the right to access the OSHA 301, Incident Report, which documents their respective injury and/or illness. The first copy will be provided to the employee at no cost by the end of the next business day. Employee's personal representative or authorized employee representative will be provided a copy of the installation OSHA 300 log upon written request. The first copy of the log will be provided at no cost by the end of the next business day.
- Section 22: The Employer will provide information and training to all Employees who may be exposed to hazardous chemicals prior to an initial assignment of work and whenever the hazard or chemical changes.
- Section 23: For work related injuries and illnesses, the Employer will ensure emergency first aid facilities are readily available.

## **ARTICLE 29**

### MERIT PROMOTION PLAN

- Section 1: The employer recognizes the benefits and importance of giving promotional opportunity to Whiteman AFB employees. Therefore, consideration will be given to qualified bargaining unit employees in filling Whiteman AFB vacancies.
- Section 2: Promotion of employees will be made on the basis of merit in accordance with AFMAN 36-203. Normally, the order of consideration for filling vacancies will be as follows:
- a. Eligible's entitled to priority consideration or priority placement; and



b. Merit promotion, reassignment or CTLG eligibles, or other appropriate source.

Section 3: Nothing in this article shall affect the authority of the employer with respect to filling positions and making selections for appointments from (a) properly ranked certified candidates for promotion; (b) alternate certification; or (c) any other appropriate source.

Section 4: To be considered for merit promotion vacancies, employees are required to apply through resume (if applicable) and self-nomination in the IVRS program or through the AFPC website. Position vacancies will be announced (except alternate certifications) on the Air Force Personnel Center (AFPC) website. The announcement shall state (a) the minimum qualification requirements, (b) any special requirements for the position; (c) will be posted through the closing date, for a minimum of five working days. Bargaining unit employees may register with AFPC to receive online notification of vacancy announcements (optional) through the Civilian Announcement Notification (CANS) system.

Section 5: All unit employee applications which meet minimum qualifications for a vacancy announcement are rated as qualified. Qualified candidates will be further evaluated in terms of the knowledge, skills, and abilities (KSAs) required by the position to identify those best qualified candidates.

Section 6: Non-selected bargaining unit candidates shall be notified in writing. It is understood that non-selection from a properly constituted referral list shall not be used to form the basis for a grievance. However, an employee may file a grievance under the provisions outlined in this agreement if he/she feels that a referral list was not properly constructed.

Section 7: A noncompetitive career promotion of an employee whose position has been reclassified to a higher grade or to a position with a higher representative rate because of the addition of duties or responsibilities will be made in accordance with applicable laws and regulations.

Section 8: Skills Coding.

a. Skills coding accuracy which reflects all experience gained either through Federal work performed under a classified core document or non-federal experience claimed in a resume is the employee's responsibility. Skills coding is coded in accordance with AFMAN 36-505 and must include, as a minimum, experience three grade levels below their current grade or 10 years of experience, whichever is greater for all employees. Any additional experience coding should be done on the basis of normal career patterns.

b. All employees have the opportunity to request changes to the skill coding on their Career Brief for all non-federal experience claimed in a resume if they feel the skills classified are not correct, by preparing an OF 612 and submitting it to the Civilian Personnel Office for review, who in turn will forward to AFPC for review.

c. The coding of education and training is covered in Article 39.

Section 9: Interviews may be conducted to gather more information regarding an Employee's qualifications for a job. When interviews are conducted, the same basic questions will be used for each Employee that is interviewed. It is understood that dialogue during the interview process often occurs which expands into other areas and may lead to broadened dialogue. If the selecting official chooses to interview one Employee, all Employees will be interviewed.

Section 10: Upon written request from the Union, a report listing all promotions affecting bargaining unit positions will be provided.

## **ARTICLE 30**

### **REDUCTION-IN-FORCE**

- Section 1: The Employer will provide the Union with information regarding projected reduction-in-force (RIF) actions that will adversely affect Employees within five workdays of the receipt of such information. Such information will include copies of letters or messages from higher levels and Unit Manning Document (UMD) changes. Copies of retention registers, notices and personnel actions used to make job offers or place Employees under RIF procedures will be provided to the Union upon request in writing through the civilian personnel office to AFPC. In the event of a RIF, vacancies will be used to the maximum extent possible to place Employees in continuing positions in order to minimize the impact on Employees and reduce the number of demotions and separations. Management will make every effort to freeze open slots for a pending RIF to place the Employees that are affected by the RIF.
- Section 2: The Employer will brief all Employees to be issued RIF notices on general RIF procedures in the presence of a Union representative. The Employer will be available to individually counsel all Employees adversely affected by a RIF action and if requested, with a Union representative present.
- Section 3: Employees adversely affected by a RIF action will have access to review their EOPF and other records pertaining to the action, including governing directives, upon written request through civilian personnel office to AFPC.
- Section 4: The Employer will give all Employees and their representatives at least 60 days specific written notice prior to a reduction in force action.
- Section 5: In order to avoid the separation of Employees under RIF procedures, the Employer will consider waiving qualification standards, as provided in governing regulations, to place Employees in vacant positions. Within available resources, the Employer will provide training or work assignments during the notice period if such assignments will qualify the Employee for assignment under RIF procedures to a vacant position.
- Section 6: Employees given written notification of a proposed reduction-in-force action may be excused for a reasonable amount of time without charge to leave for:
- a. Participating in placement interviews within the local commuting area.
  - b. Receiving assistance from the Family Support Center and/or preparing and revising resumes or job applications.
  - c. Reviewing job bulletins, announcements, etc.

## **ARTICLE 31**

### **CONTRACTING-OUT STUDIES**

- Section 1: The Employer will notify the Union when a function within the Bargaining Unit is identified and approved for cost comparison or direct conversion contracting-out study. The Employer will provide a copy of the correspondence from higher authority approving the cost study.
- Section 2: Periodic briefings will be held between the Parties to provide the Union with information concerning the progress of contracting-out studies and projected impact on Employees.
- Section 3: The Employer will provide the Union with pertinent information concerning contracting-out studies as such information is approved for public release under governing directives. This information will include the invitation for bid (IFB) or request for proposal (RFP), abstract of bids, approved performance work statements (PWS) and changes, certified wage rates and cost studies, if prepared. The Union will be given the opportunity to participate in an advisory capacity on the PWS development team and/or AT development team (may not be the same individual serving on both teams to avoid firewall issues).

Directly affected government personnel (and their representatives) may participate on the MEO team; however, to avoid any appearance of a conflict of interest, members of the MEO team (including, but not limited to, the ATO, HRA, advisors and consultants) shall not be members of the PWS team. In this capacity, union representatives may participate in the preparation and development of recommendations for the PWS, MEO, or AT until final management decisions are made. The Union President or designee shall normally be notified a minimum of two work days in advance of meetings affecting Bargaining Unit Employees such as: Performance Work Statements (PWS) and Most Efficient Organization (MEO), Employee briefings, and public bid openings and all other briefings or meetings regarding OMB Circular A-76 studies that are permitted Union participation by law, rule, or regulation until Management decisions are made.

Section 4: The Employer will notify the Union when a site visit will be conducted for potential bidders of any function undergoing a commercial activities study, which contains Bargaining Unit Employees. A Union representative may attend the "walk through" held for potential bidders.

Section 5: When employees are adversely affected by a decision to contract out, the Employer will make maximum effort to find available positions for Employees. If Employees are impacted by RIF, procedures in Article 30 will apply.

Section 6: The Employer and the Union recognize the "right of first refusal" required by OMB Circular A-76. Employee rights under RIF will not be diminished by the declination of employment with the contractor unless employment is inconsistent with conflict of interest standards. The Agency may provide on-the-job training and as required, formal training for Employees reassigned as a result of contracting out.

Section 7: Competitive Sourcing Overview, MEO Development, and PWS development training may be provided to the Union contingent upon funds and seat availability.

## **ARTICLE 32**

### **FIREFIGHTERS**

Section 1: Routine housekeeping and vehicle upkeep should normally be performed during the first eight hours of the shift when mission requirements allow.

Section 2: On-duty firefighters in an Alert Status will be authorized use of a government vehicle for official business. Employees may be permitted travel by emergency response vehicles to and from the Shoppette, AAFES Food Court, Minuteman Lanes, Touch and Go, Missions End and Ozark Inn and Commissary for those authorized Commissary privileges.

Section 3: Firefighters will be authorized necessary foul weather gear. Coveralls will be provided for the purpose of performing minor vehicle maintenance, cleaning firefighting equipment, and firefighter training.

Section 4: The Physical Fitness Program established for Air Force civilian firefighters in Air Force Instruction 32-2001, Civil Engineering, The Fire Protection Operations and Fire Prevention Program, will be used to establish the exercise program. The results of the annual physical examination will determine whether or not the firefighter meets the physical requirements of their position.

Section 5: The Employer will provide corrective face piece inserts for all types of respiratory protection worn. Any and all inserts provided will be at no cost to the employees. The prescription needed for the corrective inserts will be IAW Article 28, Section 5.

## ARTICLE 33

### NEGOTIATED GRIEVANCE PROCEDURE

Section 1: The purpose of this Article is to prescribe the only procedure available to the Parties and Employees for seeking resolution to grievances over matters not otherwise excluded by this Agreement or 5 U. S. C. Chapter 71. A grievance is defined as a request for appropriate relief because of dissatisfaction by an Employee or one of the Parties over matters concerning conditions of employment subject to the control of the Parties. This includes grievances by:

- a. An Employee concerning a decision by the Employer which adversely affects their employment;
- b. The Union concerning an action which adversely impacts on an Employee;
- c. Either Party concerning:
  - (1) The effects, interpretation or claim of breach of the negotiated agreement; or
  - (2) Any claimed violation, misinterpretation or misapplication of law, rule or regulation affecting an Employee's conditions of employment.

Section 2: This excludes grievances concerning:

- a. Any claimed violations relating to prohibited political activities;
- b. Retirement, life insurance, or health insurance;
- c. Suspensions or removal under 5 U.S.C. 7532 (based on National Security);
- d. Any examination, certification, or appointment;
- e. Failure to satisfactorily complete an initial probationary period during first year after new appointment;
- f. The classification of any position which does not result in reduction in grade or pay of an Employee;
- g. Non-selection from a group of properly ranked and certified candidates;
- h. Non-adoption of a suggestion or disapproval of a discretionary award; or
- i. Proposed notices of performance based, disciplinary, or adverse action;

Section 3: Grievance Options:

- a. Employees affected by the following actions may choose to either file a grievance under this Agreement, or appeal the action under statutory procedures (but not both):
  - (1) A prohibited personnel practice under 5 U.S.C. 2302(b) (1) alleging discrimination based on race, religion, sex, age, national origin, or physical or mental handicap;
  - (2) Adverse action based on misconduct under 5 U.S.C. 7512, or
  - (3) Adverse action based on unacceptable performance

- b. Employees shall be deemed to have elected their option under this section when a notice of appeal is filed, or a grievance is initiated in writing, whichever occurs first.

Section 4: Only Union representation or self-representation will be recognized by the Parties for Employees who file grievances under this Agreement. The choice of self-representation will be specified in writing IAW Article 7, Section 2. All grievance resolutions will be consistent with the terms of this Agreement.

Section 5: The Parties may officially designate individuals in writing to receive correspondence or to act on their behalf during the processing of a grievance. The Employer agrees to furnish to the Union, or their authorized representative, requested data for investigations, grievances, or other statutory appeals. (See Article 8, Section 3).

Section 6: The time limits in this Article may be extended by mutual agreement between the Parties, or the Employer and Employee if self-representation is elected. Failure on the part of the responding party to act within prescribed time limits shall allow the grieving party to proceed to the next applicable step of the grievance procedure.

Section 7: All grievances must be initiated within 30 days after the occurrence of the action grieved, or the date the grieving party became aware of the action or decision.

Section 8: **Alternative Dispute Resolution (ADR)** – ADR will be performed in accordance with the Whiteman Alternative Dispute Resolution Program. Employees and the Union have the option to request ADR at any stage prior to third party intervention. If requested, employees will receive Union representation during the ADR process. Participation in ADR does not waive any right to pursue the grievance process or any EEO complaint if an agreement is not reached.

Section 9: Employee Initiated Grievances:

a. Step 1: Informal Grievance:

- (1) Grievance verbally presented by the Union representative and Employee or in the presence of a Union representative if the Employee chooses self-representation, to the lowest level Supervisor with authority to grant appropriate relief.
- (2) The Supervisor will orally answer the grievance within five workdays from the date the complaint is received from the Employee or representative.
- (3) If dissatisfied with the verbal decision, the Employee or Union may advance the grievance to step 2 within five workdays after receipt of the decision from Step 1. Upon request, the Supervisor will provide the Employee or Representative the name of the next level Supervisor with the authority to grant relief.

b. Step 2: Formal Grievance:

- (1) The grievance will be presented in writing to the next level Supervisor. The following information must be included in the written grievance:
  - (a) The grievant's name, duty assignment and telephone extension.
  - (b) The name and telephone extension of the Union representative, if used.
  - (c) Specific nature of grievance including dates, time, place of incident, action or decision grieved and when appropriate the names and duty assignments of all witnesses.
  - (d) The Article of the Agreement upon which grievance is based or specific section of law, rule, regulation, or other directive allegedly violated if appropriate.
  - (e) Name of individual to whom the grievance was presented in Step 1.
  - (f) Remedy or resolution sought.

(g) Address to which correspondence should be sent.

(2) The Supervisor receiving the grievance at this step will meet with the grievant and Union representative within five workdays following receipt of the written grievance. The Supervisor will then issue a written decision within five workdays after the meeting.

- c. Step 3: Formal Grievance to the Group Commander or Designee: If the decision issued in Step 2 does not resolve the grievance, the Union may forward the grievance through the CPF to the Group Commander or designee within ten workdays after receipt of the written decision. The Group Commander or designee will issue a written decision within ten workdays after receipt of the grievance. If this decision does not resolve the grievance, the Union may then proceed to Step 4.
- d. Step 4: Formal Grievance to the Wing Commander or Designee: If the decision issued in Step 3 does not resolve the grievance, the Union may present the grievance through the CPF to the Wing Commander or designee within ten workdays after receipt of the written decision. The Wing Commander or designee will issue a written decision within 10 workdays after the receipt of the grievance. If this decision does not resolve the grievance, the Union may then proceed to arbitration IAW procedures described in Article 34, Arbitration. If mutually agreed to by the parties, mediation, including off base mediators, may be utilized prior to arbitration.

#### Section 10: Group Grievances:

- a. Employees may join in submitting a grievance as a group, provided that the issues in the grievance and the remedy sought are identical for each. All Employees joining in the grievance must be identified and all Employees in the group must sign the grievance at the formal stage. The Employee whose signature is at the top of the list may be the Employee present during meetings with the Supervisor.
- b. A decision rendered on a group grievance applies to all Employees in the group. Each Employee will be provided a copy of the decision at Step 2 and if advanced, at Steps 3 and 4. A copy of the decision will be provided to the Union.
- c. It is understood and agreed that group grievances will be processed in accordance with the steps described in Sections 7 and 8.

#### Section 11: Union or Employer Initiated Grievances:

- a. Any grievance which concerns the claimed misinterpretation, inequitable application, violation of the provisions of this Agreement, or the alleged violation by either party of any other applicable law, rule, regulation or directive not covered in Section 7 or 8 shall be filed at the option of the Parties.
- b. Grievances will be presented in writing to the Employer by the Union or to the Union by the Employer. Representatives of the Parties will meet as soon as possible, but in all cases, within five workdays to discuss the grievances. If the grievance is not settled by this method, a written decision to the grievance will be given within five workdays of the meeting.
- c. If the grieving party is dissatisfied with the written decision, they may proceed to arbitration in accordance with Article 34. If mutually agreed to by the parties mediation, including off-base mediators, may be utilized prior to arbitration.

Section 12: New issues may not be raised by either Party after the initial meeting at the third step of a formal grievance or group grievance, or after the final decision, prior to arbitration, in a Union or Employer Initiated Grievance. The new issues will be considered only if related to the original grievance and if otherwise arbitrable.

Section 13: EEO – Complaints - Any Employee who wishes to file or has filed a complaint will be free from coercion, interference, or reprisal and will be entitled to expeditious processing of the complaint within the time limits prescribed by regulations. Any Employee who seeks to file a complaint will have the

right to select a representative of his/her choosing. However, the Union has no obligation to represent Employees in EEO complaints.

An Employee has the option of filing a complaint under the negotiated grievance procedure or under the statutory EEO complaint procedure, but not both. Should the Employee elect to file a grievance under the negotiated grievance procedure, he/she does not have an automatic right to an arbitration hearing because only the Union can invoke arbitration. Therefore, the Employee should consult with the Union before making his/her decision to file a grievance.

- a. EEO counselors will not discuss or release confidential information without the consent of the Employee.
- b. The Union, in the course of representing an Employee may request information in accordance with Article 8, Section 3.
- c. When an Employee files a complaint of discrimination under the statutory procedure, the complainant will be allowed a reasonable amount of duty time for meetings, investigations, filing, etc.

## **ARTICLE 34**

### ARBITRATION

Section 1: If the Parties fail to resolve any grievance and/or issue of grievability/arbitrability, it shall be submitted to arbitration by either Party within 15 calendar days after the issuance of the respondent's final decision, or in the absence of a decision, within the present time limits that the respondent's decision was due. Arbitration may be invoked only by the Employer or the Union. Disputes over what is subject to this procedure may be referred to an arbitrator as the first decision in the complaint.

Section 2: Either Party may prepare a request to the Federal Mediation and Conciliation Service for a list of seven arbitrators. Both parties will sign this request. The Parties shall meet within 10 days after receipt of the list to select the arbitrator. The Parties will each alternately strike one arbitrator's name from the list and repeat this procedure until there is only one name remaining. The Party first to strike will be determined by lot. The remaining name on the list will be the duly selected arbitrator.

Section 3: The Federal Mediation and Conciliation Services shall be empowered to make a direct designation of an arbitrator to hear the case in the event that:

- a. Either Party refuses to participate in the selection of an arbitrator.
- b. Upon inaction or undue delay on the part of either Party.

Section 4: The Arbitrator's authority is limited to deciding only the issue or issues raised during the grievance. If the Parties fail to agree on a joint stipulation of the issue for arbitration, then each Party may submit a separate stipulation and the arbitrator shall determine the issue or issues to be heard.

Section 5: The Arbitrator's fee and the expenses of arbitration, including requesting an arbitration panel, shall be borne equally by the Parties. The arbitration hearing will be held on the Employer's premises during regular duty hours.

Section 6: The Arbitrator will be requested to render a decision as quickly as possible, but not later than 30 calendar days after the conclusion of the hearing.

Section 7: The Arbitrator's award shall be binding on the Parties. However, either Party may file exception to the Arbitrator's award.

Section 8: Any dispute over the application or interpretation of an Arbitrator's award, including remanded awards, shall be returned to the Arbitrator for settlement.

## **ARTICLE 35**

### **TOBACCO USE POLICY**

- Section 1: The on-base tobacco reduction program will be made available to Employees who desire to participate. Attendance will be on duty time (excused absence) for the initial completion of the program. Employees must arrange for attendance through the assigned Supervisor.
- Section 2: There will be no tobacco use in government owned or leased vehicles or facilities except recreational facilities designated by the Employer.
- Section 3: Before the Employer assigns a designated tobacco use area, the Union will be notified and bargaining obligations met. Policing of areas for tobacco related products will be by tobacco users. Tobacco use areas shall not be in close proximity to ingress or egress points of the facility.

## **ARTICLE 36**

### **CIVILIAN DRUG TESTING PROGRAM**

- Section 1: In accordance with governing directives and regulations, Employees are subject to drug testing by urinalysis and/or blood alcohol testing under any of the following circumstances:
- a. There is reasonable suspicion that the Employee may be under the influence of alcohol or drugs. In determining whether testing is appropriate, Management will coordinate with Civilian Personnel, the Legal Office, and the Demand Reduction Coordinator; or
  - b. The Employee is involved in an on-the-job accident or engages in unsafe on-duty job related activities that pose a danger to others and/or the mission; or
  - c. In compliance with counseling or drug rehabilitation programs; or
  - d. The Employee occupies a Testing Designated Position (DTP) and is subject to random testing.
- Section 2: Notification of Drug/Alcohol Testing
- a. Notification of random testing for Employees in Testing Designated Positions will be provided to the member by the Employee's supervisor, commander or designee, or trusted agent.
  - b. Notification of reasonable suspicion and/or accident mishap testing will include the basis for testing and will be provided to the member of the first-level supervisor.
- Section 3: Drug Testing Review
- a. When confirmation is received that the Employee's test is positive for illegal drugs, the Medical Review Officer (MRO) will contact him/her to discuss the results. The Employee will have an opportunity to explain the results, to include providing the MRO a list of legitimate medications ingested by the Employee.
  - b. The MRO will give the affected Employee the opportunity and information necessary to request a laboratory of the Employee's choice to perform another test of the same specimen at the Employee's expense.
- Section 4: The Employer will not charge the Employee leave for any time spent in the testing process when directed by the Employer. A Union representative may represent the Employee when such representation is warranted.



## **ARTICLE 37**

### **ENVIRONMENTAL AND HAZARD DIFFERENTIAL PAY**

- Section 1: When the Union or the Agency considers a local work situation to warrant coverage under payable categories of environmental differential pay for Wage Grade employees IAW Appendix J, FPM Supplement 532-1, or hazardous duty pay for General Schedule employees IAW Appendix A, 5 CFR, Part 550, subpart I, the Agency will make every effort to initiate continuing positive actions to remove or eliminate or reduce to the lowest level possible all hazards and working conditions of a severe nature. If the hazard cannot be eliminated or significantly reduced by preventative measures, including the use of safety equipment and protective clothing, the Agency or the Union will complete an AF Form 683, Request for Approval of Environmental Differential Pay, with the title and location of the position(s) and nature of the exposure so as to clearly show that the hazard, physical hardship, or working conditions which results from that exposure is of an unusual nature and route thru the appropriate offices (Environmental, Safety, Civilian Personnel Flight) for approval. After approval of the environmental differential or hazardous duty pay has been determined, the AF Form 683 will be forwarded to finance for payment. The original AF Form 683 will be filed in the Civilian Personnel Office and the Union will be provided a copy of all completed AF Forms 683.
- Section 2: When the Union or the Employer identifies a need to establish an additional category not already established by law, for which an environmental differential or hazard differential should be paid, the other party will be notified, in writing, of the requested changes. The parties will meet within 21 calendar days to discuss the issue.
- Section 3: Termination of Environmental Differential Pay: When determined that the basis for differential pay no longer exists, the agency shall inform the Union, in writing, prior to changing the pay of affected employees.

## **ARTICLE 38**

### **ACCOMMODATING DISABLED AND INJURED EMPLOYEES**

- Section 1: When making reasonable accommodations for injured or disabled Employees, Management will inform the Union when the employee's conditions of employment have changed. Accommodations for injured or disabled employees will be made in accordance with governing directives.

## **ARTICLE 39**

### **EMPLOYEE DEVELOPMENT AND TRAINING**

- Section 1: The Employer and the Union agree that the training and development of Employees is a matter of primary importance to the parties. Training courses and materials furnished by the Employer will be distributed on a fair and equitable basis.
- Section 2: Although it is expected that Employees have initial skills qualifying them to perform their duties, the Employer and Union recognize the need for ongoing development, career planning and training to maintain competence in the work force.
- Section 3: The Employer shall plan and provide training to enhance Employee development, efficiency, and skill training to accomplish the mission, and incorporate new technological changes, or reorganization. Areas of training, selection, and assignment of training priorities are a function of the Employer.
- Section 4: Management is responsible for:
- a. Assessing the training needs of Employees and counseling Employees regarding self-development activities that would contribute to performance or career development. The Employee shares in this responsibility.

- b. A workforce that is current on changing technology, new equipment, and programs that contribute to the efficient accomplishment of the mission. It is the Employer's and the Employee's responsibility to identify training necessary to maintain the currency of the workforce.
- c. The Employer shall keep Employees informed of rules, regulation, and policies under which they are expected to perform. This will include procedural changes to documentation of required forms used in the performance of daily tasks.
- d. The Employer may, upon request of an Employee, suggest, or identify training that can aid in achieving defined objectives and goals of the Employee and Employer. Upon request, available training programs will be discussed with the Employee who would normally be eligible for such training.
- e. When an Employee is required to train another Bargaining Unit Employee, the Employer should consider loss of productivity due to training efforts by adjusting workload requirements accordingly.
- f. Evidence of completed training accomplished while employed by this agency and furnished by the Employee to the Civilian Personnel Office will be recorded in the Defense Civilian Personnel Data System
- g. On receipt of the proper documentation from the Employee, the Employer agrees to record off-duty civilian education accomplishments in the Employee's OPF.
- h. Employees are responsible for updating their education and training by completing an Optional Form 612, sections A, D, and G, attaching the certification of completion, DD Form 1566, and travel voucher (if applicable), and submitting to the local CPF for update. Only training of 8 hours or more is acceptable.

Section 5: The Employer, in accordance with existing regulations, may modify an Employee's work schedule to assist the Employee in undertaking an outside educational program. In addition, the Employer may authorize reasonable duty time for job related study when the mission will allow.

Section 6: The Employer agrees to consider reimbursement of tuition and book expenses incurred by an Employee to attend a job related course during non-duty time. If approved, partial or full reimbursement will be in accordance with 5 CFR 410.401 and 5 USC 4109 (a)(2). Any training required by the Employer will be accomplished at the Employer's Expense.

## **ARTICLE 40**

### CHILD CARE

Section 1: Childcare will be made available for civilian Employees in accordance with the governing laws, rules, regulations, and instructions of the Child Development Center.

## **ARTICLE 41**

### MAGISTRATE COURT

Section 1: Employees who receive a Violation Notice (DD Form 1805) will have an opportunity, if desired, to challenge the ticket through the Magistrate Court System. The request for review must be submitted in a timely manner before the court date to the Staff Judge Advocate or his/her designee who determines whether or not to dismiss the ticket.

## ARTICLE 42

### DURATION OF AGREEMENT

Section 1: This Agreement will have a duration of four years from the date of execution and becomes effective upon approval by DoD CPMS as appropriate, or 30 days after execution if neither approved nor disapproved, whichever occurs earlier. If the Union is not notified of disapproval in writing within the 30 day period, the Agreement is automatically approved on the 31<sup>st</sup> day. The date of execution will be the date of signature by the 509<sup>th</sup> Bomb Wing Commander or designee and the President of AFGE, Local 2361 or designee. Upon renewal, extension, or renegotiation, this Agreement must be brought into conformance with applicable laws, and Government-wide regulations.

Section 2: Either Party may give written notice to the other, not more than 105 or less than 60 calendar days prior to the terminal date, of its intent to reopen this Agreement. If neither Party gives notice during this period, then the Parties mutually agree to extend the Agreement for four additional years, subject to requirements of this article. The Parties will meet within 21 calendar days of notification to commence ground rule negotiations. Contract negotiations will begin within 21 calendar days after ground rules are mutually adopted. Upon request, either party will receive an additional extension of time, which shall not exceed 15 calendar days.

Section 3: The Articles contained in this Agreement constitute the entire Agreement, and there shall be no side agreements or understandings, written or implied, other than those embodied in the Agreement. The Parties have had full opportunity to raise any and all issues during negotiations, and this Agreement represents the sum total of the terms and conditions which the Parties agree to abide by for its duration.

Section 4: This Agreement will supersede agency and government-wide regulations until the Agreement is changed through proper negotiations. The Agreement will remain in effect until either a renegotiated agreement is adopted, or it is determined that the Union is no longer entitled to exclusive recognition under applicable laws.

Section 5: This Article may not be amended during the course of the Agreement.

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// END //

**Signed this 10th day of May 2007.**

For the Union:

For the Employer:

**SIGNATURE ON FILE**

**SIGNATURE ON FILE**

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JAMES PETTERSON  
President, AFGE Local 2361

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GREGORY A. BISCONE, Brig Gen, USAF  
Commander, 509th Bomb Wing

James Petterson, Chief Negotiator  
Jerry Burford  
Wes Cole  
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Robert Fuemmeler, Chief Negotiator, 509 MSS/DPC  
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