

***Local
Supplement
Agreement***

between the

Air Force Flight Test Center (AFFTC)

and the

***American Federation of Government
Employees (AFGE) Local 1406***

2004

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FOR THE PURPOSES OF THIS AGREEMENT

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ABBREVIATIONS & DEFINITIONS

FOR THE PURPOSES OF THIS AGREEMENT

ADR – Alternate Dispute Resolution

AF – Air Force

AFFTC – The Air Force Flight Test Center

AFGE – The American Federation of Government Employees

AFI(s) – Air Force Instruction(s)

AFMC – The Air Force Materiel Command

AFR(s) – Air Force Regulation(s)

Agency or Executive Agency – The USAF

Alternate Work Schedule(s) or (AWS(s)) – There are 2 types:

Compressed Work Schedule(s) or (CWS(s)) – A biweekly work schedule, which enables a full-time BUE to work 80 hours in less than 10 full workdays.

The 2 schedules are:

5-4/9s – This CWS consists of eight 9-hour workdays and one 8-hour workday in a pay period.

4/10s – This CWS consists of eight 10-hour workdays in a pay period.

Flexible Work Schedule(s) or (FWS(s)) – Varied arrival and departure times revolving around a designated core time within the 8-hour workday, 5-day workweek.

BITS – Base Information Transfer System

Bargaining Unit Employee(s) or (BUE(s)) – All employees covered by the MLA and this Local Supplement.

CBA – Collective Bargaining Agreement

CD(s) – Core Document(s) or Position Description(s)

CFR(s) – Code of Federal Regulation(s)

CPF – Civilian Personnel Flight

Collective Bargaining – The performance of the mutual obligation of the AFFTC and the Union to consult and bargain in a good-faith effort.

Condition of Employment – Any personnel policy, practice, and matters, whether established by rule, regulation, or otherwise (e.g., past practices), affecting working conditions.

Contact - Employees must speak to a human, leave a voice message (if the supervisor has voicemail) and/or an E-Mail where approved.

Contract – An agreement between a labor organization or Union and the Employer concerning Conditions of Employment for its BUEs (e.g., this Local Supplement).

CWS(s) – Compressed Work Schedule(s)

Days – Calendar days, unless otherwise specified (e.g., workdays)

DMO(s) – Designated Management Official(s)

DoD – Department of Defense

EAFB – Edwards Air Force Base, California

EAP – Employee Assistance Program

EDP – Environmental Differential Pay

EEO – Equal Employment Opportunity

e.g., – “For example” or “for instance”

Employer – The AFFTC, EAFB, California

EMR – Employee-Management Relations

EO(s) – Executive Order(s)

Exclusive Representative – The labor organization union that is certified as the exclusive representative of BUEs (i.e., the AFGE, Local 1406/the Union).

FLRA – Federal Labor Relations Authority

Formal Discussion – Any dialogue between 1 or more Management Official(s) or Supervisor(s) and 1 or more BUE(s) and/or their representatives concerning any grievance, or any personnel policy, or any practices, or any other general Condition of Employment.

FWS(s) – Flexible Work Schedule(s)

Grievance – Any complaint by BUEs, the Union or the Employer concerning a breach of contract, law, rule or regulation affecting Conditions of Employment.

i.e., – “That is”

KSAs – Knowledge, Skills, & Abilities

Labor Organization (Union) – An organization, which has the purpose of dealing with the Employer concerning grievances and Conditions of Employment of the BUEs.

LAN – Local Area Network

LES – Leave & Earnings Statement

LRO – Labor Relations Office(r)

LRS – Labor Relations Specialist

Management Official – An individual employed by an agency in a position the duties and responsibilities of which requires or authorizes the individual to formulate, determine, or influence the policies of that agency.

MoA(s) – Memorandum(s) of Agreement

MoU(s) – Memorandum(s) of Understanding

MSPB – Merit Systems Protection Board

NGP – Negotiated Grievance Procedure

OMB – Office of Management & Budget

OPF – Official Personnel File

OPM – Office of Personnel Management

Parties – The AFFTC and the Union

PD(s) – Position Description(s) or Core Document(s)

PEP(s) – Promotion Evaluation Pattern(s)

POV – Privately Owned Vehicle

PPRS – Promotion & Placement Referral System

RIF – Reduction-In-Force

RDO(s) – Regular Day(s) Off

SCD(s) – Service Computation Date(s)

SIF(s) – Security Information File(s)

SF – Standard Form

Supervisor – An individual employed by an employer having authority in the interest of the employer to hire, direct, assign, promote, reward, transfer, furlough, layoff,

recall, suspend, discipline, or remove BUEs, to adjust their grievances, or to effectively recommend such action(s).

TDP(s) – Testing Designated Position(s)

TDY – Temporary Duty

Unfair Labor Practice(s) (ULP(s)) – Violation(s) of The Federal Service Labor-Management Statute, Chapter 71 of Title 5 of the U.S. Code

Union Representative – A Union Steward, Union Officer or other individual, appointed by the Union President, to act in that capacity. Such appointments shall be in writing and submitted to the LRO before any such union representation.

USC(s) – United States Code(s)

USOPM – United States Office of Personnel Management

WATS – Wide Area Telephone Service

WG – Wage Grade

WL – Wage Leader

§ – Section Mark (in Statute or Law)

Article 1

PARTIES TO THE AGREEMENT

Section 1. This Agreement supplements the MLA between the AFGE, Council 214 and the AFMC.

Section 2. The Parties to this Local Supplement are the AFGE, Local 1406 and the AFFTC, EAFB, CA.

Article 2

RECOGNITION & COVERAGE

Section 1. This Local Supplement applies to all Air Force WGs and WLs at EAFB who are covered in Article 2 of the MLA.

Section 2. This Local Supplement is executed in conformance with Article 34 of the MLA. As such, it deals with subjects, which the Parties at the level of exclusive recognition have agreed are appropriate for local negotiation.

Section 3. This Local Supplement supersedes the 1997 CBA between the Parties, EAFB, CA. Unless otherwise stated herein, this Local Supplement does not supersede local MOAs between the Parties, including agreements resolving grievances and ULP charges unless in conflict with this Local Supplement. Either Party, however, reserves the right to seek to change or cancel such agreement(s) upon proper notice and opportunity to bargain.

Article 3

RIGHTS & OBLIGATIONS

Section 1. The Employer agrees that its rights, set forth in Section 3.03 of the MLA, are subject to the rights of the Union to bargain over:

- a. Procedures Management shall follow in exercising its right
- b. Appropriate arrangements for BUE(s) adversely affected by exercising those rights

Section 2. It is agreed and understood by the Parties that any prior benefits, practices and understandings, which were in effect on the actual date of this agreement, and that are not specifically covered by this agreement or the MLA, which do not detract from

them, shall not be changed, unless notice is provided and bargaining obligations are met.

Section 3. All BUEs shall be treated with dignity, fairness and equitability, and without discrimination in all aspects of personnel administration. BUEs in turn shall treat management with civility.

Section 4. Counseling shall be given in a reasonable and constructive manner. Every effort shall be made to provide such guidance or admonishment in a confidential surrounding to help avoid embarrassment or ridicule to BUE(s).

Section 5. Telephonic or written messages to BUEs shall be delivered with as much privacy as the circumstances permit. To the extent that is within management's control. BUEs who are to be served with papers, interrogated, detained or arrested, if possible shall be informed of this in a private location, away from their work area in accordance with appropriate regulations.

Section 6. Supervisors and/or managers shall show, and BUE(s) shall be given an opportunity to initial, all comments concerning performance or conduct the supervisor(s) and/or manager(s) enter in their AF Form 971 (i.e., the Supervisor's Employee Brief). BUE(s) shall immediately receive a copy of said comments concerning performance or conduct the supervisor(s) and/or manager(s) enters on their AF Form 971 (i.e., the Supervisor's Employee Brief). BUEs' signatures or initials shall indicate that they have been shown and received copies of the entries and not that they agree with it.

Section 7. The Supervisor's Employee Work Folders are subject to the Privacy Act. Files shall be maintained in a secure room, metal filing cabinet, or desk, which shall be kept locked when the records are not in use and shall be accessible only by the supervisor or designee.

Section 8. The supervisor(s) and/or manager(s) shall review all Supervisor's Employee Work Folders at least once a year for outdated material. Material, which may normally be retained in Part B of the work folder, in excess of 1 year, shall be kept in accordance with federal law, government-wide rules, regulations, the MLA and this agreement. If material in the Supervisor's Employee Work Folder is used for a proposed adverse or performance-based action, or is subject of a grievance or other appeal, that material shall be maintained until completion of such action or appeal process.

Section 9. Supervisors and/or managers shall not visit a BUE's home, unless invited or have a valid need, e.g., the BUE is suspected of Sick Leave abuse, there is concern for welfare of BUE, etc, and the home visit is cleared with the division level, coordinated with an EMR Specialist and the Union.

Section 10. The Parties agree that BUEs shall not be directed to use their POV for government business, unless appropriately compensated in accordance with Federal Travel Regulations. In the event a BUE is required to use his/her POV in the

performance of assigned duties, the BUE shall complete an SF-1164, "Claim for Reimbursement for Expenditures on Official Business", indicating dates and number of miles. The form must be signed by the supervisor and resource advisor before submitting to the Travel Pay office. Reimbursements are normally paid within 7 days.

Section 11. BUEs shall not be submitted to a polygraph-type examination without being afforded the opportunity to have a Union Representative present, if they request such. BUEs' waiver to this right shall be in writing and signed by them. Such examination shall be conducted when affected BUEs are on pay status (i.e., on duty).

Article 4

OFFICIAL TIME/UNION REPRESENTATION

Section 1. Refer to MLA, Article 4.

Section 2. Additional blocks of time referred to in Section 4.13 of the MLA will be provided in accordance with the current MOA between the Parties.

Article 5

DISCIPLINE AND COUNSELING

Refer to Article 5 of the MLA.

Article 6

NGP & ADR PROCEDURES

The following is in addition to the procedures in Article 6 of the MLA:

Section 6.12. This Article establishes guidelines for implementation and administration of the AFFTC ADR Program for the Union's BUEs. The ADR Program involves mediation, but may be expanded to include other ADR processes, as appropriate, upon mutual agreement of the Parties.

Section 6.13. It is agreed and understood that ADR works well, but its success will depend upon the full support of Management, the Union, and its BUEs. Either Party may request that the provisions of this AFFTC ADR Program be renegotiated by providing written notice to the other Party no earlier than 1 year after its implementation.

Section 6.14. The Union President shall appoint its own ADR Champion. The Union and Management will work in partnership to market the ADR Program to the BUEs.

Section 6.15. No rights of Management, the Union, or the BUEs are waived in the event a Settlement Agreement is not attained through this ADR Program.

Section 6.16. In order to assure open discussion, it is agreed all ADR sessions will be considered confidential and the only record of proceedings that will be maintained shall be its final written Settlement Agreement. Settlement Agreements are confidential as much as possible within the bounds of law, rule, regulation, and negotiated agreements.

Section 6.17. Settlement Agreements involving BUEs shall be provided to the ADR Program Coordinator or designee, and will be subject to review by the Union's President or designee, the Union's ADR Champion and other appropriate offices, before being finalized. Settlement Agreements involving BUEs shall also be provided to the Union's President or designee and the Union's ADR Champion for review. Review of Settlement Agreements will be for compliance with law, regulation, and negotiated agreements; as opposed to substance. This review will normally be completed within 5 workdays after receipt.

Section 6.18. It is agreed that Settlement Agreements are crafted to resolve individual cases. They will not be considered as precedents or past practice, and may not be produced as evidence at subsequent litigation unless directly related to the subject and situation (e.g., litigation evolving from failure to comply with a Settlement Agreement). Although similar Settlement Agreements may be proposed to resolve future cases, neither Party is obligated to agree to identical or like Settlement Agreements.

Section 6.19. The purpose of this ADR Program is to resolve disputes at the lowest level. Participation is strictly voluntary and there shall be no penalty, or reprisal toward a BUE that does not choose to participate.

Section 6.20. Grievances - It is agreed timely resolution to disputes is in the best interest of all and use of ADR procedures will be most effective before a Step 1 Grievance meeting. BUEs desiring to use this ADR Program will submit an AFMC Form 913, Standard Grievance Form, to their first level supervisor, and sign Part 1c to indicate election of ADR. The supervisor will immediately notify the LRO regarding such election. The LRO will notify the ADR Coordinator and the Union's ADR Champion, who will notify the appropriate Union Representative for that particular grievance, to begin ADR. The ADR Program Coordinator and the Union's ADR Champion will meet to agree on mediation process or notify the grievant that the request for ADR has been denied within 5 workdays. The time limits established in Article 6 of the MLA will be extended in accordance Article 6, Section 6.04 of the MLA, for up to 30 days, so ADR sessions may be conducted within 14 days. The NGP will be considered held in abeyance during the ADR process. In the event the dispute is not resolved through the ADR Program, the grievance timelines will commence as if the BUE had just filed the grievance.

Section 6.21. Although this Article is intended to resolve complaints through the NGP, it is understood that ADR can also be used in resolving ULPs, when mutually agreed upon by the Parties.

Section 6.22. It is recognized that in order for mediation to be an effective ADR tool, mediators must be neutral, well trained, and be provided appropriate Official/Duty Time to perform their duties. In the event mediators assigned to EAFB are to be used for the Union's BUEs, the following selection procedure will be used:

a. The ADR Program Coordinator and Union ADR Champion will review and agree on appropriate candidates, as nominated by either Party. The Agency will provide appropriate and/or additional training for personnel selected. The Union will bear no associated costs unless otherwise agreed.

b. The ADR Program Coordinator and Union ADR Champion will have a list of currently trained mediators and jointly select them for each applicable case in order to assure fair and equitable assignment subject to agreement of the disputing Parties. Mediators will be removed from the list upon their request, or as mutually agreed by the ADR Program Coordinator, and the Union's ADR Champion.

(1) The list of currently trained mediators shall be void of Privacy Act information, limited to names and official titles, and shall be kept in strict confidentiality by the Union's President and the Union's ADR Champion.

(2) The Employer shall continue to provide names and titles of trained mediators according to Section 6.22b(1).

Section 6.23. An ADR Evaluation Form will be completed and provided to the ADR Coordinator. The ADR Coordinator, Union President, and Union ADR Champion will review, and summarize these evaluations and will use this information to ensure the quality of the services provided by ADR mediators remains high.

a. Any complaints or problems with a specific mediator should be directed to the installation ADR Coordinator for appropriate action.

b. Any complaints or problems with an outside third-party neutral under contract with the Air Force should be directed to the AF ADR Coordinator for appropriate action.

Section 6.24. It is agreed that Official Time, in accordance with Article 4 of the MLA, is appropriate for BUEs, the Union's ADR Champion, and Union Stewards/Officers involved in ADR.

Section 6.25. The term "mediator," used throughout this Article, is not intended to exclude other third-party neutral techniques which may be used within the ADR process.

Article 7

ARBITRATION

Section 1. The Parties agree that it is in their mutual interest to utilize arbitrators familiar with the federal sector and with the Parties themselves, if possible. Therefore, the Parties agree to establish a list of permanent arbitrators for all grievances elevated to arbitration following the procedures in Article 7, Section 7.08(e) and (f) of the MLA.

Section 2. If the arbitrator directs reinstatement of a BUE, the Agency will initiate a Request for Personnel Action and forward it to the Air Force Personnel Center as soon as possible after receiving the decision. Under unusual situations, the affected employee may request an out-of-cycle Special Pay Request through the Civilian Payroll Office. The Civilian Payroll Office will determine the feasibility of processing the request on a case-by-case basis.

Article 8

DUES WITHHOLDING

Subject to bargaining rules under the NSPS, the Parties agree to open this article upon implementation of new NSPS rules as they apply to this issue.

Article 9

COMMUNICATIONS

Section 1. Upon notification by the Employer that EAFB's telephone directory is being updated, the Union shall provide the phone numbers and names of union representatives it wishes to include. The LRO will provide this information to the appropriate base office and request inclusion. The Employer shall ensure the Union's telephone numbers are not changed without proper notification IAW Article 33 of the MLA.

Section 2. The Employer agrees to provide adequate and separate space on official bulletin boards for the use of the Union. The Union agrees posted information will be accomplished at Union expense. Space allotted for Union use shall normally be 48 inches by 36 inches (48" x 36"), or 1/3 of the total space of the bulletin board. The Employer agrees to provide adequate bulletin boards at those locations where BUEs work and have reasonable access, such as rest areas, building entrances, etc. The Union agrees to utilize its Stewards to maintain such bulletin boards or spaces and to conform to the same maintenance control requirements as prescribed for the Employer's official bulletin boards. The Parties agree that said bulletin boards or allotted spaces, shall be for the exclusive use of the Union. Union notices shall remain

in place and in plain view; they shall not be covered by any other material, defaced, or altered in any manner.

Article 10

TOTAL QUALITY

Refer to Article 10 of the MLA.

Article 11

TESTING

Refer to Article 11 of the MLA.

Article 12

MERIT PROMOTION

Subject to bargaining rules under the NSPS, the Parties agree to open this article upon implementation of new NSPS rules as they apply to this issue.

Article 13

TEMPORARY PROMOTIONS

Subject to bargaining rules under the NSPS, the Parties agree to open this article upon implementation of new NSPS rules as they apply to this issue.

Article 14

UPWARD MOBILITY

Subject to bargaining rules under the NSPS, the Parties agree to open this article upon implementation of new NSPS rules as they apply to this issue.

Article 15

PERFORMANCE

Subject to bargaining rules under the NSPS, the Parties agree to open this article upon implementation of new NSPS rules as they apply to this issue.

Article 16

RIF

Section 1. The RIF shall be conducted in accordance with 5 CFR § 351 and all other current applicable laws and government-wide rules and regulations.

Section 2. If Voluntary Separation Incentives are offered, the Union shall be notified, in accordance with contractual notification requirements, before the beginning of the RIF.

Section 3. A copy of the specific RIF notice shall be provided to the Union in accordance with 5 CFR § 351.801(a) at the same time BUEs are given notice of the RIF.

Section 4. Management agrees to provide counseling for Outplacement Referral Programs in accordance with governing rules and regulations such as Re-employment Priority List, Defense Outplacement Referral System (DORS), DoD Priority Placement Program, Interagency Career Transition Assistance Plan and Civilian Transition Assistance Program. In accordance with 5 CFR § 351.803, this information is to be provided with the specific notice of RIF or, within 5 days, is to be provided by separate supplemental notice to the affected BUEs. Additionally, Management shall provide unemployment insurance information, as applicable.

Section 5. Management shall provide to the Union, copies of any notification provided to state and local governments of the RIF, in accordance with 5 CFR § 351.803(b).

Section 6. Management shall notify the Union when an error is discovered, causing the need to reissue RIF notices to BUEs in accordance with 5 CFR § 351.506 (c).

Section 7. Exceptions to the regular order of release shall be made known to the Union at the same time the affected BUE is notified.

Section 8. Management agrees to satisfy assignment rights of BUEs affected by a RIF, by stockpiling Personnel Actions submitted for fill action and matching the vacancy with BUEs affected by a RIF. Between the times the RIF is officially announced and the processing of the RIF, the Employer agrees to provide a list of these vacancies, to the Union.

Section 9. During the RIF notice period, BUEs shall remain in a duty status unless reasons, other than such RIF, require it.

Section 10. Requests for Information concerning RIFs will be processed consistent with 5 USC § 7114(b)(4). Management agrees to provide new RIF information, to the Union, as it becomes available.

Section 11. Non-mandatory qualifications may be waived in accordance with 5 CFR § 351.703, when placing BUEs who have received RIF notices. It is understood when such placements are made, assistance, such as on-the-job and/or outside training shall be provided, to the extent practicable, to enable the BUEs to reach the full-performance level of their position. The Employer agrees to provide a list of BUEs placed because of qualifications waiver, before the effective date of the RIF.

Section 12. Management agrees to move the impacted Manpower Control Numbers (MPCN) within the same series, grade and competitive level and within the lowest designated work unit - usually 5 or 6 letter office symbol - to the least senior BUEs, based on RIF retention order (subgroup superiority including RIF SCD). This shall be done before running a mock RIF.

Section 13. The Union shall be provided notice of all Formal Discussions conducted between Management and BUEs.

Section 14. Re-promotion of downgraded BUEs shall be done in accordance with Article 14 of the MLA.

Section 15. Notice, consistent with the notification procedures outlined in the current MLA, shall be provided to the Union of future RIFs. The Union may submit proposals on new issues not covered by this agreement. It is understood that the terms of this agreement will remain in effect, without modification, and may only be augmented to include new issues.

Article 17

POSITION CLASSIFICATION

Refer to Article 17 of the MLA and Article 13 of this Local Supplement.

Article 18

TRAINING

Refer to Article 18 of the MLA and Article 16, Section 11 of this Local Supplement.

Article 19

EEO

Subject to bargaining rules under the NSPS, the Parties agree to open this article upon implementation of new NSPS rules as they apply to this issue.

Article 20

DETAILS

Subject to bargaining rules under the NSPS, the Parties agree to open this article upon implementation of new NSPS rules as they apply to this issue.

Article 21

LOANS

Refer to Article 21 of the MLA.

Article 22

TDY/TRAVEL

Section 1. When not possible to schedule travel during duty hours, Management will normally inform the affected BUE(s), in advance and in writing, of the reason(s) travel outside normal duty hours is necessary.

Section 2. The Employer shall reimburse BUEs for money properly claimed on travel vouchers within 30 days of submission, to the extent it's within the employer's control.

Section 3. TDY assignments shall not be made as a reward or a punishment for any BUE. TDY assignments shall be fairly and equitably made among qualified BUEs.

Articles 23 & 24

ANNUAL & SICK LEAVE

Section 1. It is understood and agreed by the Parties that the intent of Article 23, Section 23.06 and Article 24, Section 24.01 of the MLA, is for the BUE(s) to make only 1 phone contact to request unscheduled leave (i.e., Annual or Sick Leave).

Section 2. When mutually agreed between the supervisor and the Union, BUEs may request unscheduled Annual or Sick Leave via email.

Article 25

HEALTH & SAFETY

Section 1. Management shall afford the Union reasonable access to its facilities and records. Inspection and testing by experts, retained by the Union, and properly cleared and approved by appropriate base officials, may be conducted to evaluate safety or health practices, policies or conditions.

Section 2. The Employer shall assure that no BUE is subject to restraint, interference, coercion, intimidation, discrimination, or reprisal for filing a report of unsafe or unhealthy working condition(s) or other participation in the Employer's Safety Program activities. BUEs who believe they have been subject to acts of reprisal for participation in the Employer's Safety Program activities shall have the right to seek redress through the NGP.

Section 3. The Parties agree that a smoke-free work environment is essential to the health of all BUEs. Management shall continue to provide smoking areas that are currently designated for this purpose. The Union will be notified of any changes to these designated areas IAW Article 33 of the MLA.

Article 26

HAZARD & ENVIRONMENTAL PAY

BUEs who believe they are entitled to Hazard Pay or Environmental Differential Pay are encouraged to informally raise the matter with supervision before filing a grievance. BUEs may do so by having a Union Representative submit a written request for such pay to an official, designated by Management, to receive such requests. If Management denies the claim in whole or in part, or if Management does not deliver the Union a written decision within 180 days of the submission of the claim, the Union may file a grievance on behalf of the affected BUE(s). The time for filing a grievance does not run while this informal procedure is being used. Management and Union agree to share information relevant to the claim and any findings.

Article 27

DISABILITY COMPENSATION

Refer to Article 27 of the MLA.

Article 28

EMPLOYER/UNION COOPERATION

Section 1. Upon request from either Party, Union and Management will participate in Union-Management meetings. The Party calling the meeting will submit an agenda concurrent with the request. The primary goal of such meetings is to discuss matters of ongoing concern between the Parties on issues affecting BUEs. Matters affecting personnel policies, practices, procedures or working conditions (Conditions of Employment) will be appropriate for discussion.

Section 2. The Union may request such meetings at the branch, division, directorate, or center commander level. Management may request meetings at the Union President or officer level.

Section 3. In the interest of effective Union-Management cooperation, management will attempt to retain Union Officers and Stewards within their appropriate skills, in their regular shift. The Agency shall notify the Union prior to implementation of changes.

Article 29

DEVELOPMENTAL OPPORTUNITY PROGRAM (DOP)

Refer to Article 29 of the MLA.

Article 30

PARKING AND FACILITIES

Section 1. All BUEs shall be afforded the opportunity to park their vehicles as close to their designated work area as practicable within constraints of FPCON conditions, applicable laws, government-wide rules and regulations.

Section 2. Reserved disabled parking spaces will be provided as close as practicable to BUEs' working area in accordance with FPCON conditions, applicable laws, government-wide rules and regulations.

Section 3. Disabled Parking During Emergencies or Exercises

a. BUEs with temporary or permanent physical limitations shall be assisted to evacuate buildings. To the extent possible, transportation to the evacuation points shall be provided.

b. Each and every organization or facility shall possess temporary marking devices to designate temporary disabled parking spaces, equivalent to those permanently marked on the lot. Such temporary disabled parking shall be as close as possible to the main entrance or the established, permanently marked, disabled parking.

c. BUEs should be made aware of upcoming exercises and their possible scenarios so those with special needs are prepared and are able to retrieve any needed medical equipment or prescriptions before evacuations take place.

d. Evacuation points should be pre-determined by Management, based on all possible scenarios, and posted at each facility.

Section 4. The following Parking Slots on Edwards are reserved for the Union:

a. Three (3) reserved parking slots, marked "AFGE Union" immediately adjacent to the handicapped parking slots by its office (i.e., Building #3700).

b. Three (3) reserved temporary parking slots, marked "AFGE TEMP" in the parking lot west of its offices (i.e., Building #3700), immediately outside 25-meter boundary established during real world threats or exercises. It is understood that these specific parking slots are only reserved for the Union during exercises or conditions of alertness, when the above-mentioned 25-meter boundary is in effect. Otherwise, these parking slots (i.e., the 3 marked "AFGE TEMP") will be available for anyone.

c. One (1) reserved parking slot at the Propulsion Flight Complex's (Building #3810) parking lot the south-easternmost end marked "AFGE Union".

d. Two (2) reserved parking slots at the southwestern parking, near Building 1600.

e. It is also understood that the possibility exists of modification to this in an attempt to deal with ongoing terrorist threats and/or varied conditions of alertness at EAFB. Should such a need arise; the Parties agree to meet and jointly find a solution before implementation. Should there be a need for immediate implementation, the Employer agrees to notify the Union and provide it an opportunity to bargain over the matter, as soon as practicable.

Section 5. Facilities.

a. The Union shall retain its office in the entire northwest corner of Building #3700, in EAFB, for the life of this agreement. The Union shall pay no rent or pay for utilities. The Employer shall continue to provide Contract Services for the cleaning of the Union's office spaces, at the Employer's expense. If the Employer requires use of these premises or there is a need for the occupants under non-emergency situations to vacate, the Union will be provided notice. Temporary space will be provided as soon as practicable.

b. General supervision and entry by Government.

(1) The Union understands the facility it occupies is the property of the U.S. Government and in that respect, the U.S., its officers, agents, employees, and contractors may enter, with prior notice, upon the premises at any time for the purpose of inspection and inventory and when otherwise deemed necessary for the protection of the interests of the Government. The Union understands they shall have no claim on account of such entries against the U.S. or any officer, agent, employee, or contractor thereof.

(2) Condition and Maintenance of Premises. The Union has inspected and knows the condition of this property. It is understood that it is provided without representation or warranty by the Government concerning its condition, and without obligation on the part of the Government to make any alterations, repairs, or additions, unless otherwise agreed. The Union agrees to keep the property free of trash, garbage, and debris accumulation within the areas covered by this document and to protect and maintain said area in good condition. The union also agrees not to display offensive materials and to comply with installation policies applicable to all FWS workers.

(3) All portions of the property, including any improvements built by the Union, shall be protected and maintained in good order and condition by and at the expense of the Union, unless otherwise agreed. No new construction will be authorized without approval of the Base Civil Engineer.

(4) Property damaged, destroyed, or unlawfully polluted or contaminated during the Union's occupancy of said property, shall be repaired or replaced by the Union at its own expense, unless otherwise agreed.

(5) Routine maintenance, minor repairs, utilities, and contract cleaning will be provided by the AFFTC, at no cost to the Union.

(6) The Union agrees to use energy wisely and to observe Federal, state, and base energy conservation efforts by eliminating waste and using energy efficient fixtures whenever possible.

(7) Compliance with Applicable Laws. The Union shall not unlawfully pollute the air, ground or water, or create a public nuisance. The Union shall at no cost to the Government promptly comply with present and future Federal, state and local laws, ordinances, regulations, or instructions controlling the quality of the environment.

(8) Vacation of Premises. The provisions in this Section shall continue for the life of this agreement or until the Union vacates these premises. Upon vacating the premises, the Union shall remove its property, and restore the premises to a satisfactory condition, except for damages beyond its control or for fair wear and tear.

Section 6. The Employer shall install no less than 4 directional signs at strategic locations to assist BUEs in finding the Union office. These locations will be determined in accordance with the Base Sign Standards. Management shall continue to furnish to the Union, a sign in front of its office that will conform to base regulations.

Section 7. The Employer agrees to permit the Union use of all electronic signs in accordance with applicable rules and regulations.

Section 8. Management agrees that if facilities, such as large conference or training areas, are requested in advance by the Union, they shall be provided at no cost, if available, and in accordance with applicable rules and regulations. The Union understands that activities conducting official government business will have priority whether scheduled or unscheduled.

Section 9. The Union may use the BITS for 1 mass internal mailing, per month, and 1 additional mass internal mailing, per quarter, of total mail not to exceed the incumbent total number of BUEs. The Union is responsible for delivering the mail to the BITS office and for including proper addresses. Because a contractor handles the BITS, the Union agrees the quality of the BITS service will not be the subject of a grievance or ULP charge.

Section 10. In addition to the provisions in Article 9 of the MLA, the Union shall retain its 2 WATS phone service and 2 commercial phone lines. The Union shall also retain the existing phone line in its back room. The Union may apply for additional commercial telephone lines. It is understood that the Union will be responsible for all arrangements and costs associated with its commercial telephone services. The Parties agree to make available to the Union all standard telephone services (e.g., telephone maintenance and/or improvements, digital voice mail, et al.) provided by the Employer for the non-commercial telephone lines. The Parties agree to negotiate over any new optional equipment and/or services.

Article 31

CONTRACTING OUT

Refer to Article 31 of the MLA.

Article 32

DISTRIBUTION & PUBLICITY

Refer to the MLA and Article 40 of this Local Supplement.

Article 33

GROUND RULES

When Management wishes to make any change to working conditions (Conditions of Employment) subject to negotiations, it shall notify the Union. Written notification of proposed changes shall be delivered to the Union. Within 10 days after receipt of Management's notification, the Union may request to meet with Management. The Parties will determine the number of participants and meetings. Contact the Union President or Labor Relations Officer for additional information on local procedures.

Article 34

LOCAL SUPPLEMENT AGREEMENT

The Parties agree that this Local Supplement agreement does not preclude either Party from proposing changes in personal policy, practices or Conditions of Employment not covered by the MLA or this Local Supplement.

Article 35

DURATION

Refer to Article 35 of the MLA.

Article 36

CALL-BACK, STANDBY, AND ON-CALL DUTY

When the Employer determines it has a need to establish On-Call, Call-Back and/or Standby, it shall notify the Union and provide it an opportunity to bargain over the matter.

Article 37

CHILD CARE SERVICES

Refer to Article 37 of the MLA.

Article 38

UNFAIR LABOR PRACTICES

Refer to Article 38 of the MLA, and Article 6, Section 6.21 of this Local Supplement.

Article 39

BASE CLOSURE

Refer to Article 39 of the MLA.

Article 40

COPIES OF LOCAL SUPPLEMENT

Section 1. The Employer agrees to publish this Local Supplement on the Civilian Personnel Office website. The Employer will furnish a copy to each current bargaining unit employee. The Union shall be furnished 200 copies of this Local Supplement for new employees, officers, and stewards.

Section 2. The expenses for printing and distributing this Local Supplement shall be borne by the Employer except for those printed from the Union office computers and any additional copies (above 200) needed by the Union. Any supplemental pages agreed to as a result of reopening articles due to NSPS implementation will be printed and distributed separately. In other words, this supplement will not be reprinted in its entirety to add supplemental pages.

Section 3. The Parties agree to print the contents of this supplement on white 8 1/2" x 11" bond paper, double-sided, in size 14 font, excluding cover page.

Section 4. The moving party to arbitration is responsible for providing a copy of the Local Supplement to the arbitrator.

Article 41

BASIC WORKWEEK & HOURS OF WORK

Section 1. The Parties agree that the use of AWSs not only improves productivity and morale in the work force, but also reduces the need for BUEs' consumption of leave.

Section 2. The Parties recognize that the administrative workweek begins at 0001 Sunday and ends at 2400 hours on the next following Saturday. It is also agreed that BUEs' work schedules shall be maintained as stable as practicable. It is also understood that the basic workweek normally consists of 5 eight-hour days, Monday through Friday. Saturdays and Sundays are not normally considered regular days of work.

Section 3. BUEs may request to participate in an AWS as defined in Title 5 USC § 6127 through § 6131. This request shall normally be submitted in writing to the BUE's immediate supervisor. When Management denies a request to participate in an AWS, documentation showing the following shall be provided to the BUE(s) and the Union, within 15 calendar days of the written request (consideration shall be given to requests for extension):

a. Documented proof that participation in an AWS is likely to cause a reduction in the productivity of the Agency;

b. Documented proof that participation in an AWS is likely to cause a diminished level of services furnished to the public by the Agency; or

c. Documented proof that participation in an AWS is likely to cause an increase in the cost of Agency operations (other than a reasonable administrative cost relating to the process of establishing a flexible or compressed schedule).

Section 4. Individual requests, if denied, may be appealed through the NGP. Establishment and/or termination of AWS(s) shall be subject to negotiations.

Section 5. Normally, BUEs shall not be required to work split shifts. In the event that a requirement arises, the union will be given notice.

Section 6. The Parties agree that all existing types of AWS shall remain in place until changed in accordance with law, government-wide rules and regulations, and/or applicable negotiated agreements.

Section 7. A determination, by Management, not to exempt BUEs from an AWS, according to a request under 5 USC § 6127, is grievable by the BUEs and if elevated to arbitration, shall be processed under the procedures for expedited arbitration.

Section 8. When Management makes a determination to not continue an AWS because of adverse impact within the meaning of 5 USC § 6131(b), it will provide to the Union, all documents and findings relied upon to make this determination. Management will also provide the Union proper notification and an opportunity to bargain in accordance with Article 33 of the MLA.

Section 9. All hours worked by BUEs shall be in a pay status in accordance with the Fair Labor Standards Act of 1938. No BUE shall be permitted to work in a non-pay status. Management shall exercise its control to ensure that work is not performed in a non-pay status.

Section 10. BUEs may request, and supervisors may grant, compensatory time off in lieu of irregular or occasional overtime in accordance with government-wide rules and regulations. BUEs shall not be intimidated, threatened, or coerced to request or not to request compensatory time off. No BUE shall be denied overtime work for not requesting or accepting compensatory time off in lieu of overtime pay. BUEs may request to work compensatory overtime for taking time off without charge to leave when personal religious beliefs require that they abstain from work during certain periods of a workweek. BUEs' requests to work compensatory overtime or to take time off to meet religious obligations may be disapproved if such modifications in work schedules interfere with mission accomplishment. Upon request, the supervisor shall provide in writing, to the BUE, the reasons for denying such a request.

Section 11. Rest periods (i.e. breaks) shall normally be scheduled consistent with the BUE's workday. For BUEs on 8-hour workdays, breaks shall normally be granted approximately halfway through the first and last half of each work shift. For BUEs on AWS, 2 breaks may be granted in the first half and last half of the day, but in no case will the break-time exceed 30 minutes a day. Breaks may not be a continuation of the lunch period or at the beginning or ending of the shift. The area supervisor, with the input of the BUEs, will establish either formal or informal breaks.

Section 12. Lunch periods shall normally be taken halfway through the shifts. It is agreed that no BUE shall be required to work more than 6 hours continuously, without a lunch period, except in emergencies. Unless necessitated by operation requirements, lunch breaks shall not be interrupted. BUEs required to return to work, before completion of the lunch break, shall be paid overtime in accordance with applicable laws and government wide regulations.

Section 13. BUEs on duty, shall normally be allowed no more than 15 minutes of clean-up time prior to lunch and at the close of the shift, for the purpose of cleaning the work area, returning tools to the tool room and general clean-up duties. The amount of clean-up time shall correspond to the type of work and extent to which clean up is necessary, as determined by the supervisor, but with input from the BUEs (e.g., during clean up of toxic or hazardous material). BUEs in positions for which special clothing has been furnished, shall be allowed sufficient time to change into and out of this clothing.

Section 14. Work Schedule and Shift Changes. (For purposes of this section, work schedules refers to: starting/quitting times of shifts.)

a Prior to making changes in work schedules or work shifts, the Supervisor will request volunteers from among qualified employees in the work area. Supervision will develop and maintain a rotation list of qualified employees by their Service Computation date (SCD-leave) that will be posted in the work area. Service Computation Dates will not be posted.

(1) If there are more volunteers than needed, the supervisor will select the most senior, qualified volunteer(s).

(2) If there are no volunteers, the least senior, qualified employee(s) will be selected. Non-volunteers will be assigned, by rotation, to shifts for, not normally more than 90 calendar days or for the duration of a special project or workload requirement.

b. Requested exceptions to the above shall be written and specifically state a detailed reason and expected duration. Documentation (medical, school transcripts or registration, family emergencies, etc) must be provided to the supervisor. The supervisor shall provide a written response when denying a request for an exception. Employees may request occasional adjustments to their shift starting times.

c. In no event shall employees be changed from a shift or tour of duty to another for discriminatory, capricious or disciplinary reasons. An employee who believes he/she has been subject to the aforementioned shall have the right to seek redress through the established grievance procedure.

Article 42

OVERTIME

Section 1. General.

a. Management, at its discretion, may require BUEs to work overtime.

b. BUEs shall have advance authorization from Management before working overtime.

c. Overtime shall be distributed fairly and equitably among all qualified BUEs assigned to a work center where overtime is required. Any employee Detailed or Loaned will go to the bottom of that work center's overtime list.

d. All BUEs shall be compensated in accordance with all applicable laws for work performed.

e. Overtime shall be offered in an ascending order (from the least to the most overtime hours worked).

f. If overtime is required, first consideration shall be given to the qualified BUE(s) within that work center or shift.

g. When scheduled overtime is required, if possible, a minimum of 12 (clock) hours advance notice will be given to BUEs.

Section 2. Unscheduled Overtime.

a. When unscheduled overtime is required, first consideration shall be given to the BUE performing the work. If BUEs performing work turn down the overtime, it shall be offered to other qualified BUEs in accordance with Section 1e.

b. BUEs shall have the right to refuse overtime only if the additional work could impair the health or efficiency of that BUE, or create an extreme hardship, or that BUE has a valid excuse for not working the unscheduled overtime.

c. BUEs required to work unscheduled overtime in excess of 2 hours, shall be granted a 20 minute rest period at the end of their regular shift or as soon as possible afterward.

d. During an unscheduled overtime assignment of 4 hours or more, BUEs shall be granted an on-the-job lunch period of 20 minutes, when it is possible to do so, without stopping or interrupting the work in progress. Under these conditions, the time covered by the 20 minutes on-the-job lunch period, is part of the paid overtime.

e. BUEs are considered as having performed a minimum of 2 hours overtime if called back, from being off duty, to perform overtime (e.g., during hours outside normal work hours, on a holiday falling within the employee's regularly scheduled workweek, or after leaving the place of employment on a regularly scheduled workday). Overtime continuous with BUEs' regularly scheduled tour of duty, is not considered Call-Back overtime; it is merely overtime or unscheduled overtime.

Section 3. Overtime Log

a. Management shall maintain an overtime log in which all overtime (i.e., scheduled and unscheduled) will be recorded for all BUEs. This log shall minimally contain:

(1) The names of all BUEs in a particular work center or shift. The date and amount of overtime actually worked

(2) A notation of the BUE's acceptance or declination of the offer, including initials of both, the BUEs and the supervisor.

(3) New BUEs shall be credited as having worked the average number of hours of the other BUEs within the work center

b. Overtime offered but refused will be recorded in the log as overtime worked.

c. The log shall document overtime and be maintained for a minimum of 2 years. The log shall be available, at any time within reason, for review by the BUEs or their representatives.

d. At the end of each year Management will review the log for disparate distribution of overtime. After reviewing the log, Management agrees to make a diligent effort to eliminate any disparate distribution of overtime.

e. On the first workday, following January 1 of the second year, the log will show zero hours worked.

Article 43

PYRAMID ALERT ROSTERS

Section 1. General - Pyramid Alert Notification Rosters are a tool to ensure quick and effective notification and response to national and local emergencies. They are a necessary part of any military organization. However, we must ensure that the private information contained in these rosters is not inappropriately disclosed to personnel who do not require it for the performance of their duties and responsibilities for emergency notification.

Section 2. All BUEs will provide first line supervisors with a phone number and address where they can be contacted during non-duty hours. Phone numbers and addresses shall not be listed on the Pyramid Alert Rosters for BUEs who request this information be kept private.

Section 3. The supervisor/designee shall maintain the telephone numbers and addresses for those who request this information be kept private and contact those BUEs personally with the required notification. In the event of the unavailability of the

supervisor/designee, any supervisor or manager in the chain of command may be authorized to make the required notifications.

Article 44

AWARDS

The Employer agrees to promote and encourage the use of awards, such as, Time-Off, Notable Achievement, and Special Act awards.

Article 45

ALCOHOLISM

Section 1. Neither the Union nor the Employer condones the irresponsible use of alcohol; this endangers not only the BUE, but also others.

Section 2. BUEs with alcohol problems are strongly urged by both the Union and Management to seek professional help. Information concerning rehabilitation programs may be obtained through the EAP in accordance with Article 47 of this Local Supplement. Advance Sick Leave may be approved for BUEs undergoing an approved rehabilitation program.

Article 46

DRUG-TESTING

Section 1. General – The Parties encourage BUEs with drug problems to seek professional rehabilitation. Both, the Union and Management, agree the use of illegal drugs is not condoned. The Agency agrees that the administration of any drug-testing program shall be in strict compliance with EO 12564 and all applicable laws, rules, regulations, and this agreement. It is understood that all of the above references are to be interpreted as those in effect at the time they are being administered. The previous sentence neither limits nor expands the Union's right to negotiate changes.

Section 2. Testing Equipment – The Agency shall use disposable thermometers for testing the urine samples or otherwise preclude the possibility of contamination by the thermometer.

Section 3. Drug-Testing Observers – BUEs will only be required to provide a sample under observation when collection site personnel have reason to believe that the BUE may alter or substitute the urine specimen or otherwise tamper with the drug test.

Section 4. Training – The Agency will provide information concerning the Drug-Testing Program through training sessions, informational letters, bulletin items, or articles.

Section 5. Accident or Reasonable Suspicion Drug-Testing - The Agency shall provide the BUE with a written statement of the reason(s) forming the basis for a drug test based on an accident or reasonable suspicion.

Section 6. Referral to Counseling – BUEs, whose drug tests have been confirmed positive, will be referred, in writing, to the EAP. The reason for the referral shall be specified in the written referral.

Section 7. Drug-Testing Process – BUEs will be on pay status during directed drug-test collections. Before providing a sample, the BUEs will be given a letter directing the drug test and informing them of the classes of drugs for which they may be tested.

a. The Parties encourage BUEs who use illegal drugs to seek help through rehabilitation. Those BUEs who self-identify to the Substance Abuse Office before an event occurs which, leads to the discovery of illegal drug use (e.g., a random drug test, reasonable suspicion drug test, arrest or criminal prosecution, etc.), will not be disciplined for such usage, so long as the BUE obtains counseling or rehabilitation through the EAP and there is no further involvement with illegal drugs.

b. Although discipline will not be initiated, BUEs occupying TDPs, who self-identify, shall be immediately taken out of their position by Management. Upon successful completion of rehabilitation, the commander, at his or her discretion, may allow a BUE to return to a TDP. Upon written request from the BUE or the Union, the Employer will provide the commander's reason(s) for not returning the BUE to a TDP. Reasonable efforts will be made to reassign the BUE to a non-TDP, but may be limited to available positions for which the BUE is qualified.

c. The provisions of this Section do not preclude the review of BUEs' security access and should not be interpreted to interfere with Management's right to determine Internal Security.

d. The Parties recognize the benefit to both, the BUE and the Employer, of offering the opportunity for a BUE to self-identify and obtain rehabilitation. However, the use of illegal drugs will not be tolerated on EAFB. If BUEs fail to self-identify and are discovered to be engaging in the use of illegal drugs, they will be subject to removal from Federal employment.

Section 8. Replacement Samples – The Agency shall not require BUEs to submit replacement samples unless the Agency complies with all contractual and regulatory notice and procedural requirements.

Section 9. Confidentiality – All BUEs who participate in a drug rehabilitation Program shall be afforded strict confidentiality concerning their involvement in the Program. No one shall be informed of a BUE’s involvement in the Program, other than appropriate personnel with an official need-to-know, unless specifically approved in writing by the BUE.

Section 10. Last Chance Agreements - Nothing in this Agreement prevents the Employer from considering Last Chance Agreements (LCAs). LCAs are instruments designed to permit an employee subject to an adverse action a last opportunity to demonstrate that he/she can be successfully rehabilitated, e.g., that his/her performance or conduct can be improved to the Employer's satisfaction, and that the adverse action or proposed adverse action need not be taken or can be mitigated. The agreements are tailored to the special circumstances involved in each case. They allow the Employer, at its discretion, to forgo, mitigate or delay implementation of adverse actions in order to give an employee a last chance to demonstrate successful rehabilitation. The opportunity to use LCAs does not commit the Employer to offering this type of agreement.

Article 47

EAP

Section 1. General - The EAP is established to benefit employees (and if applicable immediate family members) and supervisors through professional counseling and referral services covering a wide range of problems which could adversely impact job performance or behavior. Such problems could be, but are not limited to: emotional, alcohol and/or drug-related, financial, family and/or relationship-related, etc. Participation in the EAP does not preclude performance, disciplinary or other personnel actions taken by supervisors.

Section 2. AFGE and the Employer encourage employees and supervisors to make use of the EAP whenever needed. The intent of the EAP is to resolve problems before they cause greater problems for the employee.

Section 3. Any WG/WL employee may contact the EAP at 1-800-222-0364 for assistance and information.

Section 4. Supervisors may refer employees to the EAP. However, employees are never required to participate in a counseling or assessment for referral interview. Furthermore, a declination of referral by the BUEs will not be used to support any kind of discipline against them.

Section 5. BUEs shall be carried in a paid duty (excused absence) status for their first visit to the EAP during duty hours. Subsequent visits will be charged to an appropriate

leave category or any previously earned compensatory time, credit hours, or time-off award, at the BUEs choice.

Section 6. BUEs' visits to the EAP do not confer any greater or lesser benefit to their employment status. Such visits, in themselves, shall not be used to establish an SIF. However, information provided by BUEs, to the EAP counselor and to which the EAP counselor has an obligation to report to law enforcement or security personnel, may be used in the establishment of an SIF or subsequent personnel action.

Section 7. Confidentiality is a significant part of the EAP and information shall not be disclosed without the BUE's written and signed consent. Exceptions to this requirement are those directed by law, such as a threat to harm, child abuse or incidents/threats relating to EAFB or national security.

Section 8. Representatives of the Union and the Employer may meet, as necessary, to discuss the EAP and possible improvements thereof.

Article 48

MISCELLANEOUS

Section 1. Apparel.

a. Head Gear – BUEs shall be allowed to wear hats, caps or other types of head gear. Safety and Foreign Object Damage dictate that BUEs working on the flight line shall not wear head gear while working within 25 feet of an operating aircraft engine, or as otherwise prescribed by local policies, laws, and/or government-wide rules and regulations. BUEs shall be responsible for taking all reasonable precautions in preventing damage to equipment because of wearing headgear.

b. BUEs shall be allowed to wear shorts that are loose fitting (not form fitting), clean, neat, hemmed and no shorter than mid-thigh. Sleeveless tops shall also be allowed as long as the following conditions are met:

(1) Must be loose fitting (not form fitting)

(2) Must be clean, neat, and long enough to prevent exposing the body as much as possible

(3) Must have finished edges – not cut

(4) BUEs must take responsibility to preclude excessive sun exposure that could lead to health issues (exposed shoulders tend to sunburn quickly) – The Employer will not be required to provide sun protection ointments or lotions

(5) Such sleeveless tops shall not be visible when in direct contact with official visitors and/or flight crews

(6) Tops, of any kind, must not have offensive language, logos, or symbols. The intent of this Section is to address casual wear during hot weather without compromising the appearance of professionalism.

c. Clothing and Personal Protective Equipment worn while performing tasks, shall comply with applicable Technical Orders, government-wide rules, regulations and safety directives.

Section 2. Lockers – Each BUE shall be provided a locker. Additional locker space may be provided if extra, unused lockers are available. Lockers are subject to inspection. When Management determines that a BUE’s locker needs to be inspected, Management will normally provide notification to the BUE(s), including the reason for the inspection. Before or during the inspection, if the BUE requests Union representation, they shall be afforded the opportunity. BUEs need not be provided such notification during legitimate life-threatening or emergency situations (e.g., during bomb threats, smoke, fire, foul smell, etc.).

Section 3. The Parties agree that rest areas are desirable from a morale standpoint. The Employer further agrees that such areas shall be provided where concentrations of BUEs are assigned, when possible, for use by the BUEs during authorized breaks and lunch periods. Separate rest areas, for smokers and nonsmokers shall be provided in accordance with procedures negotiated between the Parties.

Section 4. Testing.

a. The Parties, to the extent permitted by law, shall negotiate changes to policies, practices or procedures with respect to drug or alcohol testing.

b. BUEs shall not be required to undergo any type of psychological or physical test, except as provided for by law or applicable regulation(s). Such examination shall be conducted when affected BUEs are on pay status (i.e., on duty).

Article 49

LOCAL AREA NETWORK (LAN) FOR UNION OFFICE

Section 1. The Parties agree that only 1 connection shall be made available. Only Federal Civil Service employees who have up-to-date Information Assurance Training (formally SATE training) shall have access to the LAN.

Section 2. The Parties agree that the Employer shall provide a basic computer, with all necessary peripherals, to be connected to such LAN outlet.

Section 3. The Parties agree that such computer, and all necessary peripherals, provided by the Employer, shall be for the exclusive use of official communication(s).

Section 4. It is understood that the Employer shall also supply any needed software for the purposes of connecting to the Internet/Intranet and Edwards' standard e-mail account.

Section 5. The Parties understand that any and all internal (i.e., belonging to the Employer) security measures shall be required and applied toward such computer, and all necessary peripherals.

Section 6. It is also understood that all other computers and associated equipment, owned by the Union, shall be exempt from any such Employer-mandated security measures.

Section 7. It is also understood that the Union may not connect any privately owned computers/equipment, to the LAN outlet.

Section 8. Inspections, upgrades, replacements, and any other need to access such equipment owned by the Employer, shall be coordinated with the Union beforehand.

Section 9. The Employer shall provide accessing means (e.g., passwords), as needed, for the use of such equipment.

Section 10. The Parties understand that the computer supplied by the Employer is on loan to the Union office. The AFFTC will be responsible for the equipment (e.g., upgrade, repair, replacement, malfunction, etc.). A Report of Survey will be initiated for each piece of damaged equipment. The Union may be required to pay for damaged equipment if it is determined that the damage was intentional or the result of misuse.

Section 11. The Employer shall provide the Union any related documentation concerning its internal security measures (i.e., government-wide and local rules and regulations) to ensure compliance.

Section 12. No existing telephone lines, within the AFGE Union office, will be removed or rendered unserviceable as a result of this agreement.