

AGREEMENT BETWEEN



OFFUTT AIR FORCE BASE

AND

THE AMERICAN FEDERATION
OF GOVERNMENT EMPLOYEES

LOCAL 1486 AFL-CIO



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PREFACE

Whereas the public interest requires high standards of employee performance in the continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency; and

Whereas the well-being of employees and efficient administration of government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment; and,

Whereas subject to law and the paramount requirements of public service, effective labor-management relations within the federal service require a clear statement of the respective rights and obligations of labor organizations and agency management;

Now, therefore, this Memorandum of Agreement, the provisions of which are applicable only to employees in the unit is entered into by and between Offutt Air Force Base, Nebraska, hereafter referred to as the Employer/Agency, and the American Federation of Government Employees, Local 1486, hereafter referred to as the Union, which is the union certified by the Federal Labor Relations Authority (FLRA) in the 15 November 2010, certificate number DE-RP-10-0002 as the exclusive representative of the unit.

ARTICLE 1

RECOGNITION AND UNIT DETERMINATION

Section 1.1-Exclusive Representative

Employer hereby recognizes that the Union is the sole and exclusive representative for all of those previously certified non-professional and professional employees, full time, part time, and temporary, in units consolidated and certified by the Federal Labor Relations Authority (FLRA) 7 June 1979 and any subsequent amendments or certifications. The parties agree that should the Union request the FLRA to include subsequently organized employees in the consolidated unit, such FLRA certification will not be opposed by the Agency if the unit would be otherwise be considered an appropriate unit under the law. Upon certification of the FLRA, such groupings automatically come under this agreement.

Section 1.2-Scope of Representation

The bargaining unit consists of all Appropriated Fund Wage Grade employees and eligible General Schedule employees employed by the Department of the Air Force who are located at Offutt Air Force Base or within its commuting area who are serviced by the Central Civilian Personnel office, Offutt Air Force Base. Excluded from the bargaining unit are all non-appropriated fund employees, management officials, confidential employees engaged in federal personnel work in other than a purely clerical capacity, investigative employees directly involved with agency and national security, employees assigned to agencies and subdivisions under Executive Order 13760, "Exclusions from the Federal Labor-Management Program," dated 12 January 2017 and supervisors as defined in the Federal Labor Relations Statute.

Section 1.3-AFGE Role

As the sole and exclusive representative, the Union is entitled to act for and to negotiate agreements covering all employees in the bargaining unit. The union is responsible for representing the interests of the employees in the bargaining unit.

Section 1.4-Position Change/Creation Notification

The Union will be provided a quarterly BUE report. The list will state the following sections:

- a. Employee name
- b. Duty Phone number if available
- c. Work address if available
- d. Office symbol
- e. Work e-mail address if available
- f. PP-GR
- g. Position title
- h. Series code (ie. 0610)

When management is officially informed of a major change in department staffing, the union will be notified as soon as possible, but prior to the employees being officially notified. This will be in addition to the quarterly query list.

ARTICLE 2

PURPOSE

Section 2.1-Purpose Defined

The Employer and the Union representing the employees in the bargaining unit desire to enter into a labor-management agreement which will have for its purposes, among others, the following:

- a. To promote fair and reasonable working conditions.
- b. To promote improved programs designed to aid the employees in achieving their acknowledged and recognized objectives.
- c. To promote the highest degree of morale and responsibility at Offutt Air Force Base.
- d. To adjust promptly all differences between them related to matters covered by this labor-management agreement.
- e. To promote systematic employee/management cooperation between the Employer and its employees.
- f. To provide a safe and healthful work environment.

Section 2.2-Collective Bargaining Intent

The parties agree that collective bargaining means the performance of the mutual obligation of the Employer and the Union representing employees in the bargaining unit to meet at reasonable times and to confer (i.e., negotiate) in good faith with respect to procedures for settlement of grievances, personnel policies and practices, and other matters affecting general working conditions and other conditions of employment of employees in the unit.

Section 2.3-Authority

This agreement and all supplemental, implementing and subsidiary, or informal agreements between the parties are subject to the following requirements and in the administration of all matters covered by this agreement, officials and employees are governed by:

- a. Statutes;
- b. Regulations/instructions of appropriate authorities including Department of Defense, Department of the Air Force, and Air Combat Command;
- c. Department of Defense, Department of the Air Force and Air Combat Command instructions required by law;
- d. The regulations/instructions of appropriate authorities, or higher agency levels.

ARTICLE 3

EMPLOYER RIGHTS

Section 3.1-Employer Rights Identified

In accordance with 5 U.S.C. 7106, nothing in this agreement shall affect the authority of any management official of the Employer or the agency:

- a. To determine the mission, budget, organization, or number of employees and the internal security practices of the agency, and
- b. In accordance with applicable laws:
 - (1) To hire, assign, direct, layoff, and retain employees in the agencies or to suspend, remove, reduce in grade or pay, or take any 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 agency operations shall be conducted.
 - (3) With respect to filling positions, to make selections for appointment from among properly ranked and certified candidates for promotion or any other appropriate source.
 - (4) To take whatever action may be necessary to carry out the mission of the agency during emergencies.

Section 3.2- Procedures and Appropriate Arrangements

Nothing in this agreement is intended to preclude the Employer and the Union from negotiating over the impact on bargaining unit employees of management decisions made under the authority of this article.

- a. At the election of the agency, on numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods and means of performing work;
- b. Procedures which management officials of the agency will observe in exercising any authority under this section; or
- c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

Section 3.3-Efficiency of Government Operations

The Union recognizes that the authority of the Employer must be commensurate with the responsibility of the Employer for achieving and maintaining maximum economy of entrusted government operations. The Employer acknowledges the Union's commitment to achievement and maintenance of maximum economy of government operations.

ARTICLE 4

EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 4.1-General

- a. In an atmosphere of mutual respect, all employees shall be treated fairly, equitably and without discrimination. It is therefore agreed that Management will endeavor to establish working conditions which will be conducive to enhancing and improving employee morale and efficiency. All employees have the right to conditions of employment which promote and sustain human dignity and self-respect. To this end, managers and employees will deal with each other in a courteous and professional manner.
- b. Instructions will be given in a reasonable and constructive manner. Such guidance will be provided in an atmosphere that will avoid public embarrassment or ridicule. If an employee is to be served with a warrant or subpoena, it will be done in private to the extent that the agency has knowledge of and can control the situation.
- c. No disciplinary or adverse action will be taken against an employee without just cause.
- d. The workplace shall be free of intimidation, coercion, harassment and reprisal.
- e. When employees receive conflicting orders, they shall follow the last order given and advise the Management official who issued the latest order that there is a conflict.
- f. An employee has the right to refuse orders that are unlawful or unsafe. Refusal to obey orders found to be unlawful or unsafe shall not subject the employee to disciplinary or adverse action.

Section 4.2-Union Membership

Each employee shall have the right to form, join, or assist any labor organization or to refrain from any such activities, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such rights. Each employee has the right:

- a. To act for the labor organization in the capacity of a representative and the right in that capacity to present the views of the labor organization to heads of agencies and other officials of the Executive Branch of the government, the Congress, or other appropriate authorities; and,
- b. To engage in any collective bargaining effort with respect to conditions of employment through representatives chosen by the employees under the law.
- c. To participate in all Union activities including service as officers and stewards.

Section 4.3-Union Representation

- a. The agency recognizes an employee's right to assistance and representation by the Union. Reasonable duty time shall be afforded for such consultation. Time allotted for private consultation shall be based on complexity of the issue. Effort shall be made to release the employee within 24 hours of the request. Failure to timely release an employee for such activity shall result in extension of time frames.
- b. The agency agrees to inform all employees of the right to union representation under 5 USC 7114(a)(2)(B); and will annually notify employees via the most efficient means possible.

Section 4.4-Resolution of Concerns

In an effort to facilitate the most efficient resolution of issues and concerns, employees are encouraged make a good faith effort to resolve issues/concerns at the lowest level possible utilizing the chain of command.

Section 4.5-First Amendment Rights

Employees have the right to present their personal views to Congress, the Executive Branch, or other authorities and to otherwise exercise their First Amendment rights without fear of penalty or reprisal.

Section 4.6-Personal Rights

Employees shall have the right to pursue their private lives and personal beliefs without interference, coercion or discrimination by the Employer so long as such activities do not conflict with job responsibilities or reflect poorly on the Department of Defense.

Section 4.7-Whistleblower Protection

In accordance with current law, employees shall be protected from reprisal for disclosure of information which the employee, reasonably believes evidences;

- a. violation of any law, rule, or regulation; or
- b. gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or 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.

RESPONSIBILITIES OF EMPLOYEES

Section 4.8-Employee Dress

Employees are expected to comply with reasonable dress and grooming standards based on comfort, productivity, health, safety, and the type of position occupied. Employees who report

for work inappropriately dressed will be required to request either annual leave or leave without pay for the period of time it takes them to change into more suitable clothing.

Section 4.9-Use of Government Telephones and Facilities

Government telephones and facilities are provided to accomplish government business. Personal calls or conversations during work hours should be of short duration and limited to emergency situations. Conducting personal business on government time, using government telephones or government facilities in the operations of a private business on duty time are strictly prohibited.

Section 4.10-Use of Government Equipment, Machinery or Supplies

Employees will not use government equipment, machinery or supplies such as printing and reproduction equipment (copiers) and computers for reasons other than their official duties. Unauthorized use of government equipment, machinery or supplies may result in disciplinary actions.

Section 4.11-Use of Government Vehicles

Employees will not use government vehicles, including leased vehicles, for other than official government business. Employees who misuse government vehicles will be subject to disciplinary action.

Section 4.12-Conflict of Interest

Employees shall not receive any salary, or anything of monetary value, from a private source as compensation for government services.

Section 4.13-Financial Obligations

In accordance with appropriate directives, employees are responsible for promptly paying all their just financial obligations. Failure to satisfy a financial obligation may result in disciplinary action.

ARTICLE 5

EMPLOYER/UNION COOPERATION

Section 5.1-Purpose

- a. In the spirit of continuing their harmonious and cooperative relationship, the Employer and the Union agree to implement and exercise the provisions of this contract in a fair and responsible manner for the purpose of achieving common goals. To this end the Employer and the Union have established a Joint Labor Management Committee.
- b. The structure, nature, scope, and operation of the Joint Labor Management Committee will be jointly determined by Management and Union officials at the appropriate levels. Where appropriate, the Joint Labor Management Committee will use consensus decision making.

Section 5.2-Principles

Management and the Union shall be committed to work appropriately at all levels to enhance and improve effective relationships designed to ensure a quality work environment, efficient administration of programs, and improved service to all customers. The principles which drive this effort may include but are not limited to: encouraging communication prior to official notification and implementation, cooperation and mutual respect, information sharing and identification of problems and solutions when timelines allow and the opportunity exists.

Section 5.3-Joint Labor Management Committee (JLMC)

- a. The Joint Labor Management Committee (JLMC) shall consist of no more than three members from each side unless mutually agreed to add additional members with relevant subject matter expertise. It will meet not less than once a quarter at a convenient location agreed to by the parties. Minutes and proceedings of the meeting shall be kept by the Employer, and the Employer will provide each committee member and the Union President with a copy within 7 workdays after the meeting. Both Employer and Union President will sign minutes after both parties agree the minutes reflect the agenda items. Agenda items will be submitted by both parties no later than three (3) workdays in advance of each meeting.
- b. The JLMC shall have as its purpose and give consideration to the correction of conditions that could lead to grievances and misunderstanding; the encouragement of good human relations and employee-supervisor relationships; the promotion of education and training; the betterment of employee working conditions; and the strengthening of employee morale, etc. Issues discussed at JLMC meetings will not prohibit a grievance from being filed however if an individual grievance is filed, it will not be taken up during committee meetings. Procedures for individual grievances will be followed in accordance with Article 31 of this agreement.

Section 5.4-Employer Reporting Requirements

Within the first 10 workdays of each fiscal quarter, the Employer will provide the Union President a list of the names, position titles, grades, and organizational units of all employees

covered by this agreement. The listing will include employees appointed to or separated, to include reason, from bargaining unit positions at Offutt AFB.

Section 5.5-Union Reporting Requirements

Annually the Union shall provide the Labor Relations Officer with a current list of the names, titles and work telephone numbers of all stewards, union officers and officials. The union shall provide individual updates as changes occur throughout the year.

Section 5.6-Volunteer Programs

The Union agrees to support the Employer in volunteer programs/charity drives and to lend its support to these causes. The parties agree that employee participation in the Combined Federal Campaign, blood donor drives, bond campaigns and other worthy projects will be on a voluntary basis.

Section 5.7-Communication

The Employer agrees that group meetings with employees serve as a useful means of communication. When mutually agreed upon by management and the union, a meeting to discuss concerns or issues, shall be scheduled.

Section 5.8- Visiting Union Official

When possible, the Union President or designee will notify the Labor Relations Officer of the presence of visiting Union Representatives who are not employed by Offutt AFB.

ARTICLE 6

UNION RIGHTS, REPRESENTATION AND OFFICIAL TIME

Section 6.1-Exclusive Representation

Pursuant to 5 USC 7114 (a) (1), the Agency recognizes the Union as the exclusive representative of the employees in the unit certified by the Federal Labor Relations Authority. The Union is entitled to act for and negotiate collective bargaining agreements covering all employees in the unit. The Union is responsible for representing the interests of all employees in the unit it represents without discrimination and without regard to labor organization membership.

Section 6.2-Union Representatives

The Union will designate its own representatives. An adequate number of stewards shall be designated by the Union. The actual number of stewards will be appointed by the Union according to the concept that each employee in the bargaining unit will have reasonable access to a steward. The Union President or designee will provide the Labor Relations Officer a current list of the names, titles, work telephone numbers and work locations of all Union Officials and Stewards. This list shall be provided annually or as changes occur. The Union President or designee will notify the Labor Relations Officer when Union officials other than District 8 Representatives that are not employed by Offutt AFB are on base. The Employer agrees to recognize employees designated by the Union as a Steward or Union Official.

Section 6.3-Union Representative Protection

The employer agrees not to interfere with, coerce, or discriminate against any employee because of representation duties performed on behalf of the Union. The use of official time in accordance with this Agreement shall not adversely affect an employee's performance appraisal.

Section 6.4-Authorized Union Representational Duties

Pursuant to 5 USC 7114, the Union shall be given the opportunity to be represented at:

- a. Weingarten Discussions: Pursuant to 5 USC 7114, the Union will be afforded the opportunity to be present and represent an employee at any examination of an employee by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary/adverse action against the employee and the employee requests representation.
- b. Formal Discussions: Pursuant to 5 USC 7114, the Union President or designee will be given advance notice of any formal discussion that is to be held. In situations involving a meeting with a large group of employees (such as a meeting with a Wing, Group or Squadron), the Union shall receive at least a two (2) workday notice of the meeting. This advance notice will be given unless management has been prevented from doing so. The designated Union Representative shall have the opportunity to represent the interests of the bargaining unit pertaining to the impact and implementation of any changes in personnel policy, practice or general conditions of employment.

- c. Grievance Processing: Union stewards and elected officials may prepare, receive and process grievances and complaints that arise over the interpretation or application of this agreement.
- d. Unrepresented Grievance: In cases where employees choose to represent themselves under the negotiated grievance procedure. (See Article 31 of this agreement)
- e. New Employee Orientation: (See Article 41 of this agreement)
- f. Joint Labor Management Committee Meetings or Working Group Meetings. (See Article 5 of this agreement)
- g. Collective Bargaining Activities
- h. Other Representational Functions, including but not limited to: Federal Labor Relations Authority, Merit Systems Protection Board, Federal Mediation and Conciliation Services, Equal Opportunity Commission, Federal Services Impasse Panel, and the Office of Workers Compensation Program.
- i. Safety related issues and inspections.
- j. Other representational duties necessary and essential to good labor management relations and mutually agreed to by the Employer and the Union.
- k. Travel and appropriate preparation time for any of the functions listed above.
- l. Official time is prohibited for any activities performed by any employee relating to the internal business of the Union (i.e. solicitation of membership, election process for Union Officials).

Section 6.5-Information Requests

Upon request, the Employer agrees to provide the Union with information that is normally maintained, reasonably available, and necessary for the Union to effectively fulfill its representational functions and responsibilities. This information will be provided to the union within a reasonable time and at no cost to the union.

Section 6.6-Surveys and Questionnaires

- a. The Employer will notify the Union in advance, and meet any bargaining obligations prior to administering verbal or written surveys or questionnaires regarding conditions of employment.
- b. 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 participants make comments involving criminal activity/behavior statements that pose a threat or if the parties agree otherwise.

c. The result of surveys conducted by either party regarding conditions of employment will be shared. If a third party conducts a survey and the results are distributed to the Civilian Personnel Office the results will be shared with the Union.

Section 6.7-Official Time

Pursuant to 5 USC 7131, official time shall be granted for the items addressed in Section 6.4 above.

Section 6.8-Accounting for Official Time

a. Officers and Stewards will request approval to perform representational duties from their supervisors. Requests will provide the following:

(1) Location and expected duration of meeting.

(2) Information regarding the nature of representation sufficient for the supervisor to properly document the use of official time.

b. Upon return to the work site, the Union representative will notify the Supervisor. The amount of official time will then be accounted for in ATAAPS. The Union representative must distinguish between times spent in:

(1) Negotiations (Code BA): To conduct and prepare for negotiations.

(2) Labor/Management Relationships (Code BD): Representational contacts with employees and/or their supervisors in regard to matters not currently being processed under the negotiated grievance procedure or an appeal.

(3) Grievance and Appeals (Code BK): Time spent preparing and filing grievances and appeals.

Section 6.9-Procedures for Leaving the Workplace to Perform Representational Duties

a. After arrangements are made with respective supervisors, Union representatives will be permitted to leave the worksite to discharge their functions as described in this Agreement. If representational functions are at the beginning or end of the representative's tour of duty, prior arrangements will be made with the representative's supervisor as far in advance as possible. If the representative cannot be released at the time of the request, the representative and the supervisor will arrive at a mutually agreeable time for departure, normally within 24 hours.

b. When the Union representative's supervisor is temporarily absent from the worksite, the representative will make arrangements with the next available supervisor in the chain of command. In addition, when possible, the representative will send an e-mail to advise their supervisor of the arrangements.

c. On occasion, discussions between the Union representative and the employee may take

longer than originally anticipated. In these cases, when possible, contact will be made with their supervisors or the next available supervisor in the chain of command to make arrangements to extend their return to work.

d. Union notification for work center visit:

(1) The supervisor of the work area to be visited will be notified in advance of the need to visit and the individual to be contacted. If there is a compelling need that would preclude the union representative from accomplishing their purpose, management will so advise and work with the Union representative to establish a mutually acceptable date and time.

(2) If advance notification is not possible, the Union representative, upon arrival at the work center, will advise the supervisor of their presence and purpose. If there is a compelling need that would preclude the union representative from accomplishing their purpose, management will so advise and work with the Union representative to establish a mutually acceptable date and time.

Section 6.10-Allegations of Abuse

Alleged abuse of official time shall be brought to the attention of the Employer in a timely manner. The Employer, or its designee, will discuss the matter with the Union President, or their designee.

Section 6.11-Education and Training

a. The employer agrees to provide a bank of 900 hours annually, from 1 January through 31 December, for Union sponsored education and training for Employees who are officially designated Union officers and stewards, provided the training is of mutual benefit to the Employer and the Union and the Employer's interest will be served by the employee's attendance. Management will make the determination as to whether the release of a Union Official would adversely affect the mission and advise the Labor Relations Officer.

b. A written request for official time under this section will be submitted at least two (2) weeks in advance of the event by the Union to the Labor Relations Officer and will include enough detailed information for the Employer to make a decision. Approval of official time under this section is subject to the workload and mission requirements during the requested timeframe.

c. No more than 12 Union representatives will be excused at any one time.

d. The Employer and Union agree that jointly sponsored training is excluded from training provided under Section a. above. For example, but not limited to, Federal Labor Relations and Equal Opportunity training.

Section 6.12-Union Officials' Leave

Leave without pay (LWOP) shall be granted to not more than one of the employees of the bargaining unit to serve with AFGE for one (1) year. An automatic extension will be granted for a second and third year upon request. An employee returning from LWOP under the provision of

this section will be returned in accordance with applicable law, rule, and regulation. An employee's seniority will continue as if he/she were in a regular pay status during this period of LWOP under this article.

Section 6.13-Leave for Internal Union Functions

Union officers and stewards will be granted annual leave or LWOP to attend internal Union functions which are not covered by Official Time as set forth in Section 6.4. Normally, an advanced notice of 10 workdays will be required and leave will be approved subject to workload considerations.

Section 6.14-Official Time Review

The Employer, or its designee, and Union President, or their designee, shall meet in September of each year for the life of this agreement to review official time procedures.

ARTICLE 7

UNION DUES WITHHOLDING

Section 7.1-General

a. In accordance with PL 95-454 and exclusive recognition granted 14 October 1968, this Agreement for allotment of dues is entered into by Local 1486, American Federation of Government Employees and the Commander, Offutt Air Force Base, hereinafter referred to as Union and Employer. The specific office of the Employer authorized to deduct dues is:

Civilian Pay Section
Accounting and Finance Branch
Comptroller Division
55 CPTS/FMA
Offutt AFB NE 68113

b. The Employer agrees to permit eligible employees to pay dues to the Union through authorization of voluntary allotments from their earnings, provided that the employee who so requests:

- (1) Is a member in good standing in the Union so certified to Accounting and Finance, Civilian Pay Section, by the Union;
- (2) Has voluntarily completed a Standard Form 1187; and
- (3) Receives compensation sufficient to cover the total amount of the allotment after all other legal deductions have been made.

Section 7.2-Union Responsibilities

The Union agrees to assume the responsibilities for:

- a. Informing and educating its members on the voluntary nature of the system for the allotment of union dues, including the conditions under which the allotment may be revoked;
- b. Purchasing and distributing to its member's copies of the Standard Form 1187 authorized under applicable agency and OPM regulations.
- c. Notifying the installation payroll liaison in writing of:
 - (1) The names and titles of officials authorized to make the necessary certification of Standard Form 1187 in accordance with this article.
 - (2) The name, title, and address of the allottee (bank) to whom remittance should be sent.
 - (3) Any change in the amount of membership dues.

(4) The name of any employee who has been expelled or ceases to be a member in good standing in the Union within 10 calendar days of the date AFGE Local 1486 is notified of the determination.

d. Forwarding properly executed and certified Standard Form 1187 to the installation payroll liaison.

Section 7.3-Employer Responsibilities

The Employer agrees that it is responsible for:

- a. Permitting and processing voluntary allotment of dues or revocations thereof in accordance with this article;
- b. Withholding dues on a pay period basis, without cost to the Union or the employee;
- c. A copy of each completed Standard Form 1188 received will be forwarded to the Union within five (5) workdays.

Section 7.4-Dues Withholding

- a. The parties to the Agreement agree that the amount of the dues to be deducted will be in accordance with the schedule provided to management by an authorized union official. This amount will not be changed more than once each 12 months. Any change in this schedule shall become effective as soon as possible but no later than the beginning of the second full pay period after receipt of certification by the installation payroll liaison.
- b. Administrative errors shall be corrected and adjusted within the next pay period after notification. The correct amount will be added to or subtracted with the explanation furnished to all affected parties.
- c. The effective dates for actions under this article are as follows:
 - (1) Starting Dues Withholding: Dues withholding will begin as soon as possible but not later than the beginning of the second pay period after the date of the receipt of the properly executed and certified SF 1187 by the installation payroll liaison.
 - (2) Change in Amount of Dues: See Section 7.4 a. above.
 - (3) Revocation by Employee:
 - (a) An employee can voluntarily revoke his/her allotment for the payment of dues no earlier than 30 days prior to the anniversary date the employee joined the Union by completing the SF 1188 and submitting it to the Union President.
 - (b) Revocation will become effective the first full pay period following the anniversary the employee joined the Union.

(c) Upon receipt of the properly completed SF 1188, the Union President must date and sign the SF 1188 and add the employee's union membership anniversary date to the SF 1188 prior to submitting it to the installation payroll liaison.

(4) Termination due to loss of membership in good standing will begin the first full pay period after notification is received by the installation payroll liaison.

(5) Termination due to loss of recognition in unit in which allotment was based or upon expiration of this agreement will begin the first full pay period following loss of recognition or expiration of agreement.

d. Termination due to separation, transfer, or other personnel action or movement to outside area not covered by the agreement:

(1) If action is effective first day of pay period, termination of allotments will be at end of preceding pay period.

(2) If action is effective on any other than the first day of a pay period, termination of allotment will automatically be at the end of that pay period. **(Example: promotion to a position outside the unit.)**

e. Other reasons for non-deduction of dues:

(1) No dues will be withheld if net salary is not sufficient to cover the amount of dues after other legal deductions.

(2) If deductions are stopped temporarily because of insufficient salary, back dues will not be deducted from future earnings.

Section 7.5-Civilian Pay Actions

a. If the Agency removes a dues paying bargaining unit employee from dues withholding based on a belief that the employee's position is outside the bargaining unit, and the Federal Labor Relations Authority determines that the Agency acted improperly, the Agency will promptly reinstate the employee's dues withholding authorization and make the Union whole for all lost income.

b. If an employee who has been separated by the Agency is reinstated by an arbitrator, the Merit Systems Protection Board, the Equal Employment Opportunity Commission, or a court of competent authority, and the Agency is required to make the employee whole, dues withholding will be continued for that employee without submitting a new SF 1187, provided that the employee was a Union member at the time of his/her separation. Dues withholding will resume with the effective date of the reinstatement.

ARTICLE 8

MATTERS APPROPRIATE FOR NEGOTIATIONS

Section 8.1-Notification Requirements

The Union and the Employer are interested in maintaining the high level of labor-management cooperation experienced in the past. To this end, the Employer shall provide reasonable advance notice in writing to the appropriate Union Official(s) prior to changing conditions of employment of bargaining unit employees. The Employer agrees to forward, along with the notice, a summary of the information relied upon to propose the change(s) in conditions of employment. Upon written request, additional information on the proposed change(s) will be provided to the Union if needed for clarification. Within 10 workdays, the Union will notify the Employer in writing of its intention to bargain. Timeline adjustments will be commensurate with delays in providing requested information unless waived by both parties.

Section 8.2-Required Notification Timeframes

- a. If bargaining is requested, the Union will submit its written proposals to the Labor Relations Officer within 15 workdays of receipt of the Employer's notification letter.
- b. If the Union does not request bargaining within 10 workdays or fails to submit written proposals within 15 workdays of the Employer's notification letter, the Employer will have no obligation to bargain on the matter and may implement the change.

Section 8.3-Negotiation Procedures

If the Union requests negotiations, the matter will be submitted to the Labor Relations Officer. Negotiations will be between the appropriate Union representatives or designee and the Employer's representatives or designee with authority to negotiate the change. Negotiations will be conducted in accordance with Article 9 of this agreement.

Section 8.4-Procedures for Impasse in Negotiations

- a. When it has been determined that an impasse has been reached, the item shall be set aside. After all negotiable items on which agreement cannot be reached have been disposed of the parties shall once more attempt to resolve any existing impasse items.
- b. If the Employer and the Union conclude that an impasse has been reached on an issue which has been in formal negotiations, the issue will be set aside not to exceed three times in a 10 work day period. If either party concludes the impasse still exists, either party may request mediation of the impasse by stating its position in writing together with a notice of intent to request mediation. Within 10 workdays of receipt of the notice, the other party may submit a counterproposal in the interest of compromise. Failure to submit a counterproposal within 10 workdays will constitute agreement to proceed with mediation.

c. If, after discussion between the parties of the counterproposal submitted in accordance with Section b. above, either party has concluded that an impasse still exists, it shall thereupon notify the other party in writing and request mediation as indicated in Section d. below.

d. Within five (5) workdays, if either or both parties have concluded that the impasse still exists and have requested mediation, the Federal Mediation Conciliation Service will be requested to provide mediation service.

e. The above does not preclude either party from presenting, in the interest of reaching agreement, a substantive counterproposal at any stage in this procedure that would continue negotiations without the assistance of mediation.

g. When voluntary arrangements including the services of the Federal Mediation Conciliation Service, fail to resolve a negotiation impasse, either party may request a Federal Service Impasses Panel to resolve the impasse in accordance with law.

Section 8.5-Past Practices

Any established or repetitive prior benefits or practices known and accepted by both parties not covered by this agreement and within the control of the Employer shall not be changed unless:

a. Contrary to law or instruction of higher authority or

b. The provisions of this article have been observed.

ARTICLE 9

MID-TERM BARGAINING

Section 9.1-General

- a. This article shall be administered in accordance with 5 U.S.C. Chapter 71 and this Agreement. The purpose of this article is to establish a complete and orderly process to govern mid-term negotiations.
- b. Recognizing that the Labor Agreement cannot cover all aspects or provide definitive language on each subject addressed, it is understood that mid-term agreements may include bargaining as proposed by either Party during the term of this agreement. Changes to established personnel policies or practices which affect the conditions of employment of bargaining unit employees and other conditions as covered by statute would be subjects appropriate for mid-term bargaining. When appropriate, the Union may initiate mid-term bargaining through the Labor Relations Officer on matters affecting the working conditions of bargaining unit employees.

Section 9.2-Procedures

- a. The Employer will forward all proposed changes of policies, directives or changes that effect working conditions for which there is a bargaining obligation to the Union President or designee, along with relevant information available to the Employer. If the Union requires clarification on the information provided, the Employer and the Union will meet to address questions within five (5) workdays.
- b. Any Union demand to bargain must be received by the Labor Relations Officer within 10 workdays from the date the Union President or designee receives the proposed change. The date of receipt shall be documented as agreed upon by both parties. Extensions or reductions of the 10 work day time period will be made by mutual agreement.
- c. A request for negotiations will not be complete until the written proposal is received within 15 workdays after receipt of the notice. The Employer and the Union will begin negotiations normally within 10 workdays after receipt of the proposal(s). The Employer may implement the policy within the scope of its last offer unless the Union timely invokes impasse resolution procedures. When impasse procedures have been timely invoked changes will be held in abeyance until completion of impasse procedures except in cases of emergency as defined in Article 3 of this agreement.
- d. Should the Union fail to submit a written request for negotiations within the 10 work day period or a written proposal within 15 workdays, the Employer may implement.
- e. Both Parties will designate a Chief Negotiator; the Employer will select the number of members it wants on its team and the Union will be entitled to an equal number on its team. Parties will exchange names of negotiation team members. This does not preclude the attendance of experts by mutual consent of the parties. Members of negotiating teams will be on official time. Preparation time for negotiations will be allotted in accordance with the

complexity of the issue. The Union and the Employer agree that official time will be used efficiently.

Section 9.3-Process

a. Proposal(s) shall be negotiated expeditiously in the following manner:

(1) When agreement on a section is reached, the Chief Negotiators shall initial the other party's copy to signify and verify the agreement. If agreement on the section cannot be reached, the section will be set aside and the next section(s) taken up.

(2) Upon exhausting the subsequent sections of the proposal(s), the sections in dispute shall be taken up. The unfinished business of the prior negotiating session shall be the first item of business for the next session, unless mutually agreed to by the parties.

(3) Upon reaching agreement on all sections, the agreement shall be signed by the Chief Negotiator for both parties. The signing constitutes final agreement on the sections/articles contained therein; however, the agreement is not binding until approved by Agency Head Review.

b. Negotiation Impasse: It is mutually agreed that an impasse occurs after the parties have presented proposals and counter proposals in good faith and, despite honest and diligent efforts, no Agreement can be reached on the issue being negotiated. When the parties to the Agreement cannot agree on a negotiable matter or an impasse has been reached, the section shall be set aside. After all negotiable sections on which agreement can be reached have been disposed of; the parties shall again attempt to resolve the impasse. Either or both parties may seek the service of the Federal Mediation and Conciliation Service (FMCS) to resolve disputes over negotiable proposals. The parties further agree that when the services of the FMCS fail to resolve a negotiation impasse, either party may request the Federal Service Impasses Panel (FSIP) to consider all remaining impasse items, with notification being given to the other party. If such a request to FSIP is not made within 10 calendar days after the Employer issuance of its best/final offer, the Employer's best/final offer may be implemented. When impasse procedures have been timely invoked, changes will be held in abeyance until completion of impasse procedures except in cases of emergency as defined in Article 3 of this agreement.

c. Mid-Term Negotiation Ground Rules: The Ground Rules for the conduct of mid-term negotiating sessions will be observed by the parties set below. These ground rules will be applicable to all mid-term negotiations between the parties. The parties may by mutual Agreement waive any or all parts of these rules:

(1) Time and Place of Meetings: Negotiation sessions will normally commence within 10 workdays of either party's proposal unless the parties mutually agree otherwise. Bargaining sessions shall be scheduled with as much advance notice as possible given to supervisors of Union negotiation team members. Bargaining session times and locations will be mutually agreed upon.

(2) Caucus: Either party may request a caucus at any time. However, both parties acknowledge their responsibility to bargain expeditiously.

(3) Minutes: Each party may record in writing its own bargaining history.

ARTICLE 10

USE OF OFFICIAL FACILITIES

Section 10.1

The Union will be allowed to continue utilizing the office space provided in the Martin Bomber Building. This office will be used for official business of the Union and for other labor - management meetings. In the event the Employer requires Union office space to be relocated, the Employer will provide an equivalent facility during the life of this agreement. The authorized union office will be equipped with:

- a. One Computer (with access to Employer e-mail).
- b. One Printer (as available through transfer of assets).
- c. Office Furnishings (as available through transfer of assets).
- d. One Telephone with local and long distance access (PIN number will be assigned to the phone line for long distance access in accordance with standard procedures).
- e. An appropriate sign at the entrance to the Union office space.

Section 10.2

The Employer will provide the Union President a reserved parking spot close to his/her work area unless prohibited by applicable law or higher Air Force Instruction.

Section 10.3

Upon request, the Employer will authorize the Union use of conference rooms or meeting areas, if available. The Union agrees to exercise reasonable care in use of such space.

Section 10.4

The Employer agrees that free parking will be allowed for bargaining unit employees unless parking fees are required by law, executive order, or higher Air Force Instruction.

Section 10.5

Satellite offices shall be established, relocated, or terminated thru Impact & Implementation (I&I) bargaining. Satellite offices shall be furnished, with the exception of long distance telephone access, in accordance with Section 10.1 of this article.

ARTICLE 11

PUBLICITY/UNION COMMUNICATION

Section 11.1

Sufficient bulletin boards will be provided in appropriate work areas for the display of union literature, correspondence, notices, etc. The exact amount of space will be mutually agreed upon by the Employer and the Union. The Employer will not alter or censor the content of any direct communication between the Union and the employees. Bulletin boards will not be used for posting or distribution of libelous or defamatory material.

Section 11.2

The Union will have use of the electronic bulletin board. The Union may use the electronic board in the same manner as all other users.

Section 11.3

The Employer shall provide new bargaining unit members, as part of Civilian Personnel in-processing, a link to an electronic copy of the labor agreement along with an introduction letter provided by the Union.

Section 11.4

The Employer will post this agreement on the Civilian Personnel website once it has been approved and published. The Employer will advertise the web link to an electronic copy of the labor agreement that can be printed from a government computer if needed. The Union will be provided 80 copies of the agreement in 8 ½ x 11 format.

Section 11.5

The Employer agrees to permit distribution of literature sponsored by the Union to all employees in the bargaining unit by means of electronic communication and hand-outs that may be passed out in non-work areas such as parking lots, hallways, snack bars, cafeterias break/lunch rooms, or building entrances. The Labor Officer shall be informed when the Union intends to distribute literature. The Union and the Labor Officer may meet to discuss the information to be distributed.

Section 11.6

Union officials contact information will be posted on the Civilian Personnel website.

Section 11.7-Union Official's Use of Government E-Mail

a. The Union will be permitted to use the Employer's e-mail system for representational purposes, including communicating and disseminating of information. If the Union chooses to utilize the Employer's email system, the Union shall be subject to the same guidelines, standards,

and requirements that are applied to other groups or individuals that use the Employer's e-mail system. Union officials will be familiar with all applicable rules, sanctions and certification regarding use of the e-mail system.

b. The Union will avoid sending large attachments with e-mail whenever possible. The Union will comply with rules regarding "mass emails." A mass email is defined as an email not addressed to individual persons.

c. The Union is aware that all communications on the Employer's e-mail system are subject to non-discriminatory monitoring under the same guidelines, standards, and requirements that are applied to all other groups or individuals

d. The Union will not utilize the e-mail system for internal Union business as prohibited by 5 U.S.C. 7131(b); including the solicitation of membership, elections of labor organization officials, or collection of dues.

e. Union officials will only send e-mail (other than incidental use) during official time or non-duty status.

f. Union officials will only distribute e-mail communications that are professional. No distributed communications will include libelous or defamatory material.

ARTICLE 12

ACCESS TO INFORMATION

Section 12.1-Information Requests

- a. The Employer agrees to furnish the exclusive representative involved 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; which does not constitute guidance, advice, counsel or training provided for management officials or supervisors, relating to collective bargaining.
- b. To the extent not prohibited by law, Air Force Instruction or government wide regulation, the Employer will provide the Union, upon request, with information required by the Union to perform its representational obligations more effectively.
- c. Simple information requests meeting the above criteria will be provided to the Union normally within 10 working days. More complex requests may require additional response time as needed. Should a request for information be denied or delayed, the Employer agrees to provide the Union with the reasons in writing within 10 working days of the request.

Section 12.2-Air Force Publications

The Employer agrees that the Union will have access to all current Air Force publications pertaining to personnel policies, practices, and working conditions, which are available in the Civilian Personnel Office.

ARTICLE 13

SENIORITY

Section 13.1–Seniority Rosters

Seniority rosters for bargaining unit employees will be maintained in work units. Seniority dates for employees shall be established utilizing Service Computation Date (SCD) for leave.

Section 13.2-Seniority Date Ties

In the event of a tie in a SCD leave date, the Employer will contact the Union President and the Labor Relations Officer to implement tie breaking procedures through an employee draw.

Section 13.3-Tie Breaking Procedures

The following procedures will be used for breaking seniority date ties:

- a. Only BUEs on the same overtime roster with the same seniority date will be eligible for this process.
- b. The Union President or designee will be present during the process.
- c. The names of each eligible employee will be printed onto a folded 2” x 3” piece of paper and placed into a container.
- d. The first or second level supervisor of the work center will draw a name. The first name drawn will be considered “of higher seniority”; each consecutive name drawn will be considered “of higher seniority” than the rest until all names have been drawn.
- e. The Seniority Date Tie Results form will be used to document the results and signed by both the Employer and Union. Seniority Date Tie Results form will be available on the Civilian Personnel Office website.
- f. It is recognized that if a BUE is assigned to another work center or organization on Offutt AFB and a seniority date tie results from the move, the process will be accomplished within 14 days of the move.
- g. Only eligible employees will be present for the drawing decisions for seniority.

ARTICLE 14

HOURS OF WORK/PAY PRACTICES

Section 14.1-Purpose

This article shall be administered in accordance with Title 5, United States Code, Chapter 61, Title 5, Code of Federal Regulations, Part 610, and this Agreement. The purpose of this article is to prescribe the policies covering hours of work for all employees in accordance with applicable law and regulation.

Section 14.2-General Provisions

- a. **Administrative workweek**, for the purpose of this agreement, will be a period of seven (7) consecutive calendar days beginning on Sunday.
- b. **Basic work requirement** means the number of hours, excluding overtime hours, an employee is required to work or to account for by charging leave, credit hours, excused absence, holiday hours, compensatory time off or time off as an award. For full-time employees, the basic work requirement is 80 hours per biweekly pay period. A part-time employee's basic work requirement is the number of hours the employee is scheduled to work in a biweekly pay period.
- c. **Bi-weekly pay period** means the two-week period for which an employee is scheduled to perform work.
- d. **Regular work week** shall be Monday through Friday. Exceptions may occur when mission requirements make it necessary to include Saturdays or Sundays as part of the basic workweek for certain employees. This subsection is not intended to preclude regular Saturday/Sunday scheduling for certain functions that require seven (7) days a week operations.
- e. **Regular-work day** is defined as when the majority of the work-day hours are between 0800 and 1500.
- f. **Shift-work** is defined as when the majority of the work-day hours are between 1500 and 0800.
- g. **Uncommon tour of duty** is defined as rotating shifts or shift work that may include weekends.
- h. The **Basic non-overtime work day** shall not exceed eight (8) hours.
- i. The **Basic non-overtime work week** shall not exceed 40 hours.
- j. **Scheduled Change** is defined as a change with seven (7) calendar days' notice.
- k. **Unscheduled Change** is defined as a change with less than seven (7) calendar days' notice.
- l. **Tour of duty** means the hours of a day and the days of an administrative workweek that

constitute an employee's regularly scheduled administrative workweek.

- m. Employees shall not be expected to work more than 16 consecutive hours, except in rare and unusual circumstances.

Section 14.3-Work Schedules

a. Bargaining unit employees shall have their work schedules arranged to allow each employee two (2) consecutive days off unless the employee is assigned to an uncommon work schedule. The work schedule shall be arranged to allow each employee at least every other weekend off unless the employee is assigned to an uncommon work schedule. Employee's days off shall be governed by seniority provided there are qualified employees available to perform the services required.

b. Alternative Work Schedules

(1) The parties recognize that the use of Alternative Work Schedules (AWS) can improve productivity, increase morale and provide greater service to the public. Therefore, AWS may be made available to employees in the bargaining unit in accordance with applicable laws and regulations.

(2) Due to the duties assigned and/or performed employees in some positions and organizational units may not be eligible for AWS.

(3) AWS guidelines can be found in 5 USC 6101, 6121, 6122, 6124, 6131

Section 14.4-Work Schedule Changes

a. Work schedules shall not be established or changed arbitrarily to avoid the payment of premium pay, including holiday pay or overtime.

b. Employees will, at times, be required to fill in for other employees on different tours of duty/work schedules. Such individual/temporary changes will be rotated among qualified employees. The Union may consult with the supervisor concerning such assignments. A roster and record of employees involved will be maintained by the Employer and may be reviewed by the Union upon request.

c. Changes to work schedules shall be made in accordance with law, rules, and instructions. For scheduled changes in a work schedule, affected employees shall be informed of the change and a Notice of Change will be posted in the appropriate work area as early as possible but a minimum seven (7) calendar days in advance of the effective date of the change, subject to mission requirements. The notice shall contain the following:

(1) Names of the affected employee(s)

(2) Work hours of the new schedule

(3) Work hours of the old schedule

(4) Completion date of the change (if temporary)

(5) Reasons for the change in the schedule

(6) Signature of the management official or supervisor authorized to make the change.

d. In cases where the Employer would be seriously handicapped in carrying out its function or costs would be substantially increased, less than seven (7) calendar days' notice to the Union on a schedule change shall be permitted with valid justification.

e. For Scheduled Work Schedule changes that are temporary, upon completion of the temporary work schedule change, the employee(s) will automatically revert to their permanent work schedule. No Notice of Change is required.

Section 14.5-Schedules for Union Officials

a. Upon request, the Union President, Vice-President(s) and Chief Steward may be placed on a Regular-work day schedule so they may adequately represent employees in the bargaining unit unless it would seriously disrupt the continuity of the operation. Any refusal to grant this request will be subject to the negotiated grievance procedure.

b. The Employer agrees not to reassign current union officers or recognized stewards to other work schedules or to detail them from their assigned position for other than short periods unless mission requirements dictate otherwise.

Section 14.6-Shift Work

a. When the accomplishment of the Employer's mission requires there to be more than one (1) shift over the course of a day, the Employer will determine which positions are required to be on duty for more than one (1) shift.

b. Employees will not be scheduled to work more than two (2) of the established work shifts (days, evenings, or nights) within any seven (7) consecutive day periods.

c. Except in emergencies, employees will not be required to report to work, unless they have had at least eight (8) hours off-duty time between work tours. The Employer, or its designee, will notify the Union as soon as practicable of any exception to the eight (8)-hour break provision. This will not prevent work on an overtime basis.

d. Employees may state their preference for initial tour assignments. Conflicts will be resolved by seniority.

Section 14.7-Pre-Shift and Post-Shift Activity

a. When a change of uniform is required or permitted, the Employer will provide up to 15 minutes at the beginning and ending of the tour for the employees to change clothes. When such

activity must take place before the shift begins or after the shift ends, this time will be compensable under the provisions of Article 15 of this agreement, not to exceed 15 minutes.

b. A reasonable amount of time will be allowed for personal and workplace clean up, storage, and protection of government property prior to the end of the workday, subject to mission requirements.

Section 14.8-Voluntary Schedule Adjustments

Where mutually agreeable to employees affected, employees may trade shifts or tours of duty out of the normal rotation, consistent with the needs of the Employer and supervisory approval. All affected supervisors will be notified of the employees' wishes. These schedule changes are not intended to be permanent.

Section 14.9-Meal Periods

a. Employees shall be granted, on a non-paid basis, a meal period, scheduled at or near the mid-point of the shift or tour of duty, of at least 30 minutes each workday. Upon an employee's request and with the supervisor's approval, a non-paid meal period of up to one (1) hour may be granted.

b. When a normal, scheduled meal period is not feasible within a shift, a 20-minute working meal period shall be permitted and considered as hours worked for pay purposes, as long as the employee is required to remain at the work site.

c. Employees will be allowed to utilize a suitable, comfortable, and designated inside area with sanitation facilities during their rest and meal breaks, when practical. A reasonable amount of time, consistent with the nature of work performed, will be provided for employees to clean up before the meal period, subject to mission requirements.

Section 14.10-Breaks

a. A break period of 15 minutes will be provided for each four (4) hours of work to include overtime, mission permitting. The break period will normally occur in the middle of each four (4) hour work period. There will be no charge to leave for such breaks. Employees may leave the work area during a break.

b. Breaks are hours of duty and normally may not be accumulated for later use. Breaks may not be used to begin or end the workday.

c. Whenever necessary, employees will be allowed to utilize a suitable, comfortable, and designated inside area with sanitation facilities during their rest breaks.

Section 14.11-Time Keeping

Timekeeping will be accomplished in accordance applicable laws and regulations.

Section 14.12-Holidays

- a. All employees will be entitled to all federal holidays, declared by law or Executive Order.
 - (1) For full time employees working a Monday-Friday schedule, if a holiday falls on a Saturday, it will be observed the preceding Friday. If a holiday falls on a Sunday, it will be observed the following Monday. This is referred to as an “in lieu of” holiday.
 - (2) For full time employees working other than a Monday-Friday schedule, if a holiday falls on a regular weekly non-work day, other than the day administratively scheduled for the employee instead of Sunday, the holiday will be observed the workday immediately before that regular weekly non-work day. If a holiday falls on the day administratively scheduled for the employee instead of Sunday, the holiday will be observed the workday immediately after that regular weekly non-work day. This is referred to as an “in lieu of” holiday.
 - (3) When a holiday falls on a non-work day of a part time employee, that employee is not entitled to an “in lieu of” day for that holiday.
 - (4) Full time employees working a regular schedule who are not scheduled to work on a day designated as a holiday will receive their regular rate of basic pay for eight (8) hours on that day.
- b. A full time employee working a regular schedule who performs non-overtime work on a holiday is entitled to his or her rate of basic pay plus premium pay equal to his or her rate of basic pay (double time) for that holiday work. Holiday premium pay is limited to a maximum of eight (8) hours, or in the case of a compressed work schedule (CWS), employee is entitled to holiday premium pay for the work that is not in excess of the employees CWS for that day.
- c. A part time employee working a regular schedule that is relieved or prevented from working on a holiday will receive their regular rate of basic pay for the hours the employee is scheduled to work that day, not to exceed eight (8) hours.

Section 14.13-Night Differential

- a. GS Employees receive night pay differential in accordance with 5 CFR 550.121 and 122.
 - (1) General Schedule employees working a regular schedule (neither flexible nor compressed) are entitled to a night shift differential for regularly scheduled work between the hours of 6:00 p.m. and 6:00 a.m.
 - (2) General Schedule employees working a flexible schedule under this article are entitled to a night shift differential equal for regularly scheduled work between the hours of 6:00 p.m. and 6:00 a.m. that are worked in order to complete an eight (8) hour tour of duty.
- b. Federal Wage System (WG/WL) employees receive night shift differential in accordance with 5 CFR 532.505:

Federal Wage System employees working any schedule, whether regular, flexible, or compressed, are entitled to a night shift differential for regularly scheduled non-overtime work, a

majority of the hours of which occur between 3 p.m. and midnight; and a night shift differential for regularly scheduled non-overtime work a majority of the hours of which occur between 11 p.m. and 8 a.m.

c. Temporary tour of duty:

(1) An employee regularly assigned to a nightshift who is temporarily assigned to a day shift or to a night shift having a lower night shift differential shall continue to receive the regular night shift differential; a temporary detail for training purposes is also included.

(2) An employee regularly assigned to a day shift who is temporarily assigned to a night shift shall be paid a night shift differential.

Section 14.14-Sunday Work

Full time employees working a regular, flexible, or compressed schedule under this article, who perform regularly scheduled non-overtime work, a part of which is performed on a Sunday is entitled to pay at their regular rate of pay plus premium pay for the entire regularly scheduled tour of duty. Sunday premium pay for GS employees is in accordance with 5 USC 5541(2) and 5 CFR 550.171, and for Wage System employees in accordance with 5 USC 5544(a) and 5 CFR 532.509.

Section 14.15-Employee Requested Transfers

a. When a vacancy occurs employees will be allowed to request a transfer from their shift/work schedule to the vacancy on another shift/work schedule. The most senior employee requesting the change who is qualified to perform the work may be approved for the change. If no employee requests the schedule change, it may be assigned to the least senior employee who is qualified to perform the work.

b. Nothing in this section is intended to preclude management from assigning employees to different work schedules based on compelling need. A roster and record of employees involved shall be maintained by the Employer and may be reviewed by the Union.

Section 14.16-Employee Travel

Whenever possible, all travel will be scheduled during the basic workweek. However, if it is necessary for an employee to arrive at another location at the beginning of the employee's workweek, travel will be scheduled on a non-workday and the Employer will pay overtime as prescribed by applicable statute. All travel performed outside the basic workweek will be in accordance with applicable instructions.

Section 14.17-Environmental Differential/Hazardous Duty Pay

a. Environmental Differential Pay (EDP) for Federal Wage System WG employees and Hazardous Duty Pay (HDP) for GS employees is additional pay for exposure to hazards, physical hardships, or working conditions of an unusually severe nature which cannot be eliminated or significantly reduced by preventive measures (i.e., safety equipment, protective clothing etc.)

EDP/HDP is not a substitute for safe practice, nor is it paid for the customary hazards of a trade or craft. EDP/HDP is not authorized in situations where an employee refuses to apply the safety measures provided by management.

b. Whenever an unsafe or unhealthy working condition is identified, the first course of action must be to contact a supervisor/manager to eliminate the problem or condition. If the hazard is not mitigated or eliminated the employee should contact Wing Safety (WG/SE) and/or the Union. (WG) 5 CFR 532 Subpart E Appendix A. (GS) 5 CFR 550 Subpart I Appendix A.

Section 14.18-Standby

a. An employee will be considered on duty and time spent on standby duty shall be considered hours of work (paid time) if:

(1) The employee is restricted to an Employer's premises, or so close thereto that the employee cannot use the time effectively for his or her own purpose; or

(2) The employee, although not restricted to the Employer's premises: Is restricted to his or her living quarters or designated post of duty; has his or her activities substantially limited; and, is required to remain in a state of readiness to perform work.

b. Standby duty shall be rotated between qualified volunteers before assigning such duty to non-volunteers. Records of standby duty shall be kept by management in accordance with Article 15 of this agreement and made available to the Union upon request.

c. Supervisors establishing or terminating standby duty shall contact the Labor Relations Officer prior to implementing. The Labor Relations Officer shall advise the Union.

Section 14.19-On-Call

a. An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work (nonpaid time) if:

(1) The employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius; or

(2) The employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another person.

b. On-call duty shall be rotated between qualified volunteers before assigning such duty to non-volunteers. Records of on-call shall be kept by management in accordance with Article 15 of this agreement and made available to the Union upon request.

c. Bargaining unit employees shall not be scheduled on-call while on leave.

d. It is understood irregular or occasional overtime work performed by an employee on a day when work was not scheduled, which requires the employee to return to their place of

employment, is considered at least two (2) hours in duration for the purposes of overtime pay. If a “fix” to a system requires a period of time to ensure it is effective, the employee may be required to remain on site to avoid an additional call for service. While on site, management would expect the employee to remain productive and work exceeding two (2) hours would be paid in 15 minute increments.

Section 14.20-Call Back

- a. Employees will only be called outside their tours of duty for work related issues by individuals with the ability to authorize overtime. Calls to employees at home will be made only if the matter is urgent and cannot wait until the employee returns to duty.
- b. Informational telephone calls to employees at home from the employer do not constitute a call back situation.
- c. Technical calls requiring expertise of employees, without a return to the duty station, will be compensated in 15 minute increments.

ARTICLE 15

OVERTIME

Section 15.1-General

- a. Overtime for “non-exempt” employees is governed by the Fair Labor Standards Act (FLSA) and this agreement. Overtime for “exempt” employees is governed by 5 USC 5542 (Title 5 Overtime) and this agreement.
- b. All bargaining unit positions will be determined to be FLSA “exempt” or “non-exempt” at the time the position is classified. When classification actions are performed and results in a change to the FLSA determination, that changed FLSA determination for the affected employees will be made available to the employees and the Union.
- c. When overtime work is directed, personnel will be compensated for overtime hours worked in accordance with the provisions of the FLSA, 5 U.S. Code 5542, and other applicable statutes, and government-wide regulations, and provisions of this Agreement. When a given work situation is covered by the FLSA and another statutory procedure, the employee will receive the more favorable treatment.
- d. For purposes referenced in this agreement, SENIORITY will be computed on Service Computation Date (SCD) Leave.
- e. Overtime will not be distributed, or withheld as a reward or penalty. Leave usage or balance will not be a factor in offering or assigning employee overtime.
- f. The employer agrees to notify affected employees of overtime requirements as early as practicable.

Section 15.2-Overtime Pay

- a. Overtime pay for FLSA non-exempt employees is equal to one and one-half times the employee’s hourly rate of pay.
- b. Overtime pay for FLSA exempt employees is equal to one and one half times the employee's hourly rate of pay in accordance with 5 USC 5542(a). However, if the employee's rate of pay exceeds the minimum applicable rate for a GS-10 step 10, including any applicable special rate of pay for law enforcement officers or special pay adjustment for law enforcement officers, a locality-based comparability payment, or any applicable special rate of pay, the overtime rate is the greater of:
 - (1) 1 1/2 times the applicable minimum hourly rate of basic pay for GS – 10 step 10, or
 - (2) The employee’s hourly rate of basic pay.
- c. Employees called back to work outside of and unconnected with their basic workweek shall be immediately excused upon completion of the task they were called in to perform. The

employee will be paid a minimum of two (2) hours of overtime, as provided for by government-wide regulation.

Section 15.3-Types of Overtime/Absences

a. **REGULAR OVERTIME:** Any overtime work scheduled and approved in advance of the administrative workweek as part of an employee's regularly scheduled workweek is considered regular overtime. An employee shall be compensated for regular overtime work in accordance with law, rule and regulation.

b. **IRREGULAR/OCCASIONAL OVERTIME:** Work that was not scheduled in advance of the administrative workweek and made a part of an employee's regularly scheduled workweek is considered irregular or occasional overtime. Irregular or occasional overtime work is paid in the same manner as regular overtime work, except that, at the employee's request the employee will receive compensatory time in lieu of overtime premium pay in accordance with this article. An employee shall be compensated for irregular or occasional overtime work in accordance with the provisions of 5 CFR 550.112(a) (1).

c. **REGULAR ABSENCE:** An approved absence, i.e. Annual Leave, Sick Leave, TDY, Training, etc., scheduled and approved in advance of the administrative workweek.

d. **COVERED BY OVERTIME**

(1) Overtime may be used to cover **REGULAR** absences.

(2) For **REGULAR OVERTIME**, available and qualified employee(s), including Work Leaders, from the shift prior to the one for which overtime is required, may be requested to remain on duty a minimum of four (4) hours. Employee(s) from the shift after the one for which overtime is required may be requested to report for duty for a maximum of four (4) hours early. The distribution of the above hours may be modified by mutual agreement of effected employees.

e. **COVERED BY SCHEDULE CHANGE**

(1) **REGULAR** absences may be covered by a Schedule Change.

(2) All available and qualified personnel, including Work Leaders, will be eligible for the Schedule Change. This shall be accomplished in accordance with Article 14 of this agreement by providing advance notice of at least five (5) working days of the scheduled change.

f. **IRREGULAR/OCCASIONAL ABSENCES:** Absences, approved or not, that are not scheduled and approved in advance of the administrative work week.

(1) Overtime shall be used to cover all **IRREGULAR/OCCASIONAL** absences. All available and qualified personnel, including Work Leaders, from either the shift prior to, or the shift following, the one for which overtime is required will cover **IRREGULAR/OCCASIONAL** absences.

(2) For IRREGULAR/OCCASIONAL OVERTIME, available and qualified employee(s), including Work Leaders, from the shift prior to the one for which overtime is required, will remain on duty until relieved. Employee(s) from the shift after the one for which overtime is required, may be requested to report for duty as soon as possible after being notified.

e. DEFINITIONS:

(1) SCHEDULED ABSENCE: Approved absence, i.e. Annual Leave, Sick Leave TDY, Training, etc., that is SCHEDULED seven (7) or more days in advance.

(2) UNSCHEDULED ABSENCE: Absence, approved or not, that is not scheduled seven (7) or more days in advance.

(3) SCHEDULE CHANGE: Changing an employee's regular work schedule in accordance with Article 14 of this agreement.

(4) SCHEDULED OVERTIME: Scheduled overtime is overtime identified at least 24 hours in advance of when it is required.

(5) UNSCHEDULED OVERTIME: Overtime not identified at least 24 hours in advance of when it is required.

Section 15.4-WG/WL Overtime Procedures

The Employer and Union agree that the administration of any overtime work is solely the function of the Employer.

a. Employees within a work unit will be offered overtime on a rotating basis in accordance with their particular skills. The parties recognize that this will not necessarily result in everyone having the same number of overtime hours worked. The Union recognizes that, in the absence of sufficient volunteers for overtime work, the Employer has the right to direct overtime. Individual employees will not be forced to work overtime against their expressed desires as long as full requirements can reasonably be met by other qualified employees willing to work.

b. When employees are required to work overtime connected to their regular tour of duty, such overtime will be accrued in increments of 15 minutes.

c. At the beginning of an Overtime cycle, an Overtime Roster will be established at the level of the immediate supervisor. All qualified personnel, including Work Leaders, within a section will be included on the Overtime Roster and all will have the opportunity to work overtime. Employees will be listed in order of their seniority (from most to least senior). The supervisor will assign overtime work in descending order of seniority to employee(s), in an available duty status.

d. Overtime will be offered to the most senior employee, if that employee is not available or if they refuse the overtime work, the overtime will be offered to the second senior employee, then

to the third senior employee, and so on, in a descending order through the entire list until the overtime is accepted.

e. Once overtime is accepted, the next overtime opportunity will be offered first to the most senior employee who was not available for overtime previously. This will be accomplished in the same manner of moving down the list of employees who were “passed over” previously, in a descending order of seniority. After all of the employees who have not had an overtime opportunity or who were passed over due to non-availability are offered the overtime, then the supervisor will start offering the overtime opportunity beginning with the next employee after the employee who worked the last overtime opportunity.

f. When an employee works or refuses an overtime assignment, that employee’s name will be placed at the bottom of the roster. Overtime refused counts as overtime worked. Employees who are on leave, or otherwise unavailable for an overtime assignment, will remain in the same place on the roster, pending their return to duty.

g. A new Overtime cycle begins once all personnel within a section have had an opportunity to work (or refuse) overtime.

h. Employees assigned (either on a permanent or a temporary basis) to a work unit after the rosters are established will be placed at in the appropriate place on the roster based on their seniority.

i. If an employee is detailed or otherwise temporarily assigned out of their permanent work unit, the employee shall be considered unavailable for overtime assignment under the losing supervisor's overtime roster for the duration of such temporary assignment.

j. If no one voluntarily accepts the overtime assignment, overtime will be assigned to the least senior available employee.

Section 15.4-GS Overtime Procedures

a. Overtime opportunities made available to bargaining unit employee shall be offered to qualified employees on a rotating basis.

1) Voluntary overtime assignments shall be offered to employees in seniority order. Employees not wishing to be offered overtime opportunities may “opt out” of the overtime list for volunteer overtime assignments.

2) When there are no volunteers, mandated overtime assignments shall be assigned to the least senior available employee.

b. When employees are required to work overtime connected to their regular tour of duty, such overtime will be accrued in increments of 15 minutes.

c. Employees who are required to return to their duty location to work overtime on their days off or at a time unconnected to their work day are entitled to at least two (2) hours of overtime compensation.

d. Overtime assignments for ECC alarm room personnel are detailed in the Fire Department SOP 32-17 and are not seniority based.

Section 15.6-Records

a. Records of overtime offered, worked and refused will be kept by the employer and may be reviewed by the union upon request. All work center bargaining unit employees will be listed in either alphabetical order or by seniority. Under each employee's name, the seniority date will be annotated.

b. The following annotations will be used in accordance with overtime offered:

REFUSED (R)	If the employee refuses the opportunity for overtime, an "R" will be annotated in the overtime log with the date refused.
ACCEPTED (A)	If the employee accepts the opportunity for overtime an "A" will be annotated in the overtime log with the dates/worked/accepted.
ANNUAL LEAVE	If the employee is on approved Annual Leave, it will not be considered as overtime accepted or refused as described in this article. The log will be annotated with an "A/L" and the date(s) on leave and the employee will be considered as "passed over."
SICK LEAVE	If the employee is on approved Sick Leave, it will not be considered as overtime accepted or refused as described in this article. The log will be annotated with an "S/L" and the date(s) on leave and the employee will be considered as "passed over."
TEMPORARY DUTY (TDY)	If the employee is on Temporary Duty (TDY), it will not be considered as overtime accepted or refused as described in this article. The log will be annotated with a "TDY" and the date(s) and the employee will be considered as "passed over."
OFFICIAL BUSINESS (OB)	If the employee is away from the regular work area, in a duty status, and unable to be asked to work overtime because they are on official business status i.e. employee/union official, it will not be considered as overtime accepted or refused as described in this article. The log will be annotated with "OB" and the date(s) on official business and the employee will be considered as "passed over."
TRAINING (TNG)	If the employee is away from the regular work area, in a duty status, and unable to be asked to work overtime because they are in an approved training status, it will not be considered as overtime accepted or refused as described in this article. The log will be annotated with a "TRG" and the date(s) in training and the employee will be considered as "passed over."

NOT AVAILABLE: If an employee is not available for reasons other than listed above when (NA) the overtime is offered, the Supervisor will annotate “NA” (Not Available) in the overtime log with the date of the opportunity and the employee will be considered as “passed over”.

NOTE: “Passed Over” does not affect the employee’s standing on next offer of overtime. An employee’s standing is only affected by accepted or refusal.

Section 15.7-Compensatory Time in Lieu of Overtime Pay

a. Compensatory time is equal to the amount of time spent in overtime work. Eg. One (1) hour and 15 minutes of overtime work yields one (1) hour and 15 minutes of compensatory time. 5 USC 5543 (a) (1); 5 CFR 550.114 (a) the following pertain to such compensation for overtime work.

(1) FLSA Non-Exempt Employees: The Employer will normally provide overtime pay for all overtime work performed by nonexempt employees. At the request of the employee, the Employer may grant compensatory time off for overtime work performed, but non-exempt employees may not be required to accept compensatory time off in lieu of payment for overtime work performed.

(2) FLSA Exempt Employees:

a) Employees whose rate of pay does not exceed the maximum rate for GS-10 may request to receive compensatory time off in lieu of overtime pay for irregular or occasional overtime. Such requests may be granted by the Employer.

b) The Employer may provide that an employee whose rate of basic pay exceeds the maximum rate for GS-10 shall be compensated for irregular or occasional overtime work with an equivalent amount of compensatory time off from the employee’s tour of duty instead of payment.

b. The employee must use accrued compensatory time off by the end of the 26th pay period after the pay period during which it was earned. The Employer, at his or her sole and exclusive discretion, may provide that an employee who fails to take compensatory time off within 26 pay periods after the pay period in which it was earned must:

(1) Receive payment for such unused compensatory time off; or

(2) Forfeit the unused compensatory time off, unless the failure to take the compensatory time off is due to an exigency of the service beyond the employee’s control, in which case the Employer must provide payment for the unused compensatory time off at the dollar value computed using the employee’s rate of pay as of when the overtime pay was earned. CFR 550.114 (d)

Section 15.8-Travel

Overtime pay, standby pay, or compensatory time, for employees requested to remain on a standby status or directed to accomplish travel for official purpose, will be in accordance with applicable law and/or government-wide regulations. 5 CFR 550.112 (g) and (k) and Subpart N.

ARTICLE 16

TELEWORK

Section 16.1-Program Overview

Telework agreements will be administered in compliance with law, rule or regulation.

Section 16.2-Eligibility

Telework is a discretionary workplace flexibility, not an entitlement, and not all employees are eligible to telework. The nature of the work to be performed in a telework status must be suitable for a work-at-home or alternative work site setting. The work must be portable, any necessary security requirements must be maintained, and the necessary equipment and resources to accomplish the work must be available. Normal workflow requirements are not to be disrupted.

Section 16.3-Training

Eligible and telework approved civilian employees and their supervisors are required to be fully trained on telework procedures including information technology, data security, and safety requirements consistent with law, rule or regulation. Employees authorized to telework shall be required to complete DD Form 2946, *Department of Defense Telework Agreement*. Supervisors shall maintain completed DD Form 2946 and employee's training certificate in accordance with law, rule or regulation.

Section 16.4-Telework Denial or Termination

Telework requests may be denied by the supervisor and telework agreements may be terminated by the supervisor or at the employee's request. Denial or termination of telework agreements shall be based on business reasons, documented in writing, and provided to the employee.

ARTICLE 17

UNIFORMS

The Employer agrees to provide uniforms at no cost to employees if they are required as a condition of employment. The Employer will continue to replace uniforms at the discretion of the first line supervisor. The employee agrees to the proper maintenance and disposition of provided items.

ARTICLE 18

SEVERE WEATHER PROCEDURES

Section 18.1-General

The procedures for severe weather are outlined in Offutt AFB Instruction 36-01.

Section 18.2-Designation of Weather Essential Personnel

All personnel assigned to weather essential designated work centers will be notified annually of their weather essential designation. Supervisors will document the designation in the Supervisor Employee Brief. When all personnel are not needed during severe weather and/or emergencies, the requirement for duty reporting will be rotated and handled in the same manner as overtime (by seniority).

Section 18.3-Leave Determination

When hazardous weather conditions, disasters, or other reasons dictate, the Employer agrees that employees not designated as essential or weather essential personnel determined not to be needed, should be placed on administrative leave when dismissed in accordance with Air Force Instruction and the following:

- a. If the employee was at work and left at the time set for early dismissal, the remaining hours of the work shift are charged to administrative leave.
- b. If the employee was on duty and departed after official word of early dismissal was received, but prior to the time set for dismissal, appropriate leave is charged only for the time the employee departed until the time set for dismissal. The remainder of the workday is charged to administrative leave. (Note: Employees must not be permitted to depart before the time set for dismissal without appropriate leave being charged.)
- c. If the employee was scheduled to report for duty on a workday after some amount of leave was to be taken, and early dismissal is set before the employee can report, charge the scheduled leave until the time set for dismissal. The remainder of the workday is charged as administrative leave.
- d. If the employee was absent on approved leave for the entire work shift and early dismissal is authorized, the entire absence is charged as appropriate, e.g., annual, sick or leave without pay, as applicable.
- e. If hazardous weather conditions occur outside of normal duty hours and result in reduced manning or base closure, employees not designated as essential for operations should be charged administrative leave even if they were scheduled for annual or sick leave. This does not apply to employees in a non-pay status the day immediately before and after the period reduced manning or closure is declared.

Section 18.4-Notification

When conditions arise outside of duty hours, employees are responsible for monitoring sources such as the news media, Offutt Air Force Base Facebook page, and the OFFUTT AFB Weather Line to determine base conditions and for taking appropriate action regarding their duty status. The Employer will periodically inform employees of the appropriate media, radio and television stations to monitor for information regarding base conditions. The Employer will revise announcements as the situation requires.

ARTICLE 19

LEAVE

Section 19.1-General

- a. Employees will accrue and use sick and annual leave in accordance with law, rule or regulation and this Agreement.
- b. All leave charges shall be in increments of one-quarter hour.
- c. Employees should request, in advance, approval of anticipated leave.
- d. Leave will be denied/cancelled only for appropriate reasons and not as a form of discipline.
- e. No arbitrary or capricious restraints will be established to restrict when leave may be requested.
- f. The leave approving official will provide all employees with the phone number they are to call when requesting unscheduled leave. Each Supervisor will inform their employees of leave request procedures for their work center.

Section 19.2-Annual Leave

- a. Annual leave is provided to allow employees extended leave for rest and recreation and to provide periods of time off for personal and emergency responses.
- b. The use of accrued annual leave is a benefit of the employee, subject to Employer approval.
- c. Management will render a decision on employees' leave requests in a timely manner (as far in advance as possible) to allow for employee's planning.
- d. If scheduling conflicts arise among employees' annual leave requests, every effort should be made to resolve the conflict between the employees involved. Unresolved conflicts will be settled by use of seniority.
- e. The Employer will solicit annual leave requests for the February-August timeframe during the month of January, and during the month of August for the September-January timeframe. Annual leave not requested in January or August will be granted on a first come first serve basis based on availability of leave. The Employer will establish leave schedules to insure that all employees are given an opportunity for a reasonable vacation and to use any leave the employees would otherwise forfeit at the end of the leave year. Employees who do not provide a projected scheduled to their supervisor in January and August will have last consideration for selected leave dates among employees in their work areas.
- f. Employees who are late reporting for duty may request leave to cover their tardiness or may be charged Absent Without Leave (AWOL) by their supervisor. Supervisors may exercise their discretion to excuse an employee's infrequent or unavoidable tardiness of 59 minutes or less.

g. The Employer will ensure the employee is aware of their designated leave approving official. In the absence of the primary leave approving official, the employee shall be advised of the alternate approving official(s).

h. When requesting unscheduled annual leave, employees will provide a reason for their request to their supervisor. Employees must personally notify their supervisor, or if unavailable, someone in their supervisory chain of command as soon as possible normally within the first hour, but no later than the first two (2) hours, after the start of their regularly scheduled duty day. If an emergency arises during the employee's duty day, the employee will request leave and obtain approval from their supervisor, or a supervisor in their chain of command, before leaving the work site. Employees who fail to personally call in to request leave from an appropriate supervisor or fail to notify an appropriate supervisor prior to leaving the work site may be charged AWOL.

Section 19.3-Sick Leave

a. Employees earn and use sick leave in accordance with applicable laws and instructions and will not be penalized for their legitimate use of sick leave.

b. Sick leave is not intended to supplement annual leave. The Employer and the Union recognize the value of sick leave and the importance to each employee in conserving it to the maximum extent possible as a means of ensuring continuity of income during periods of illness and/or incapacitation for duty.

c. If employees are ill and cannot report to work or wish to request unscheduled sick leave to care for a family member, bereavement, or adoption purposes, they must call and request sick leave from their supervisor or a supervisor in their chain of command within the first two (2) hours after the start of their regularly scheduled duty day.

(1) If an employee becomes ill at work, they shall notify their immediate supervisor or when unavailable, someone within their chain of command of the need for sick leave.

(2) Employees who present a physician's statement covering an extended absence from the worksite due to illness or injury may be excused from daily reporting requirements by their supervisor.

d. The Employer may require a medical certificate or other administratively acceptable guidance pursuant to 5 C.F.R. 630.405(a) for sick leave use. Sick leave of more than 3 consecutive workdays for eight (8) hour personnel or more than two (2) consecutive work shifts for 24 hour personnel must be supported by a medical certificate. In cases where the employee was not attended by a physician, the employee's certification showing satisfactory evidence of incapacitation may be accepted in lieu of a medical certificate. If on sick leave restriction, documentation signed by a health care provider for all periods reported as sick may be required. This requirement will be reviewed initially at six (6) months and periodically thereafter, by the supervisor and the Union representative to determine if continuation of leave restriction is necessary. **Note:** For the purpose of this agreement, "Health Care Provider" is defined as a licensed health care provider in the area pertaining to the illness, injury, or sickness.

- e. Advance sick leave of up to 240 hours may be granted subject to the following conditions:
 - (1) The total employment record and past record of sick leave usage to justify such action;
 - (2) The absence from duty because of illness is for a period of five (5) or more consecutive days;
 - (3) The application for leave, OPM 71, is supported by a medical certificate signed by a health care provider which cites the general statement as to incapacitation, projected prognosis and projected return to duty. If clarification or validation is deemed necessary by the supervisor, the supervisor will forward a request through the Civilian Personnel Office who will request the employee provide consent for an Employer physician to consult with the employee's health care provider to obtain the appropriate information. The supervisor will be provided confirmation of the validity of the request from the Civilian Personnel Office.
 - (4) Leave advancement for part time employees may be granted on a prorated basis in compliance with law, rule or regulation.
- f. The Employer shall make every effort to provide liberal use of details of light duty when available for periods of less than 90 days to help reduce loss of accumulated sick leave.
- g. For medical, dental, or optical appointments, employees should request leave as far in advance as possible, usually no later than 72 hours, before the scheduled appointment. Employees who fail to notify their supervisor in advance may be denied approval for leave.
- h. Sick leave may be used to provide care for a family member as a result of physical or mental illness, injury, pregnancy, childbirth, or medical, dental, or optical examination or treatment; or to make arrangements necessitated by the death of a family member or attend the funeral of a family member. A full-time employee may use up to 104 hours (13 days) of his/her sick leave each leave year for family care and bereavement purposes. Definition of Family Member for the purposes of sick leave: an individual with any of the following relationships to the employee: (1) spouse, and parents thereof; (2) sons and daughters, and spouses thereof; (3) parents, and spouses thereof; (4) brothers and sisters, and spouses thereof; (5) grandparents and grandchildren, and spouses thereof; (6) domestic partner and parents thereof, including domestic partners of any individual in 2 through 5 of this definition; and (7) any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Section 19.4-Advance Annual/Sick Leave

- a. For the purpose of a prolonged illness, an employee may be advanced all annual leave that will accrue up to the end of the leave year. However, advance annual leave may not be granted to a temporary employee beyond the date set for the expiration of the employee's temporary appointment or to any employee if there is a likelihood that the employee will retire, be separated, or resign from the Agency before the date the employee will have earned the leave. Upon separation, employees must repay the balance of any remaining advanced annual leave.
- b. Advance sick leave may be combined with annual leave when necessary to cover one (1) continuous period of absence.

- c. It is agreed that advance leave, including both sick and annual, will be fairly and equitably administered.
- d. Denials of requests for advance leave must be conveyed to the employee promptly and must contain a specific explanation of the reasons for the denial.

Section 19.5-Family and Medical Leave

Maternity and Paternity Leave:

a. Under the Family Medical Leave Act (FMLA) and this Agreement, bargaining unit employees are entitled to 12 weeks of LWOP during any 12 month period for the following reasons:

- (1) Birth of a son or daughter and the care of such son or daughter and
- (2) Placement of a son or daughter for adoption or foster care,
- (3) Other Family Medical Leave

b. Under the Family Medical Leave Act and this Agreement, bargaining unit employees are entitled to 12 weeks of LWOP during any 12 month period for one or more of the following reasons:

(1) The care of a family member of the employee with a serious health condition. Family member is defined as:

- (a) Spouse,
- (b) Dependent children,
- (c) Parent of employee.

(2) A serious health condition of the employee that makes the employee unable to perform the functions of the position.

c. Substitution of Paid Leave - For either Paragraphs A or B of this Section, the employee may elect to substitute annual leave, sick leave, compensatory time off, or credit hours for unpaid family or medical leave for any part of the applicable period consistent with governing laws and regulations. Employees may also combine annual leave, compensatory time, sick leave, or credit hours with unpaid family or medical leave for any period of approved leave provided all forms are approved in advance before leave(s) starts. An employee may not retroactively substitute paid time off for unpaid family and medical leave.

d. Notice of Leave

- (1) The employee will make an appropriate request for use of family and medical leave.

(2) When the need for family and medical leave is foreseeable and the employee fails to give 30 days notice with no reasonable excuse for the delay of notification, the Employer may delay the taking of family and medical unpaid leave until at least 30 days after the date the employee provides notice of his/her need for family and medical leave.

e. Medical Certification (when requesting leave for serious health conditions)

(1) The Employer may require that a request for leave (5 CFR 630.1203) be supported by written medical certification issued by a licensed health care provider. Upon request the employee shall provide written medical certification to the Employer in a timely manner not to exceed 15 calendar days.

(2) The written medical certification shall include:

(a) The date the serious health condition commenced.

(b) The probable duration of the serious health condition.

(c) The appropriate medical facts within the knowledge of the health care provider regarding the serious health condition including a statement as to the incapacitation, examination, or treatment that may be required.

(d) A statement that the employee is unable to perform the functions of their position.

(3) The Employer shall not require any personal or confidential information in the written medical certification other than that required by Paragraph E2 of this Section.

(4) If the Employer doubts the validity of the original medical certification, the Agency may require, at the Employer's expense, that the employee obtain the opinion of a second health care provider. The Employer may choose the health care provider for the second opinion.

(5) If the opinion of the second health care provider differs from the original certification, the Employer may require, at the Employer's expense, that the employee obtain the opinion of a third health care provider, approved jointly by the Employer and the employee, concerning the information certified under Paragraph E2 of this Section. The opinion of the third health care provider shall be binding on the Employer and the employee.

(6) Any health care provider designated or approved by the Employer shall not be employed by the Agency or be under the administrative oversight of the Employer on a regular basis unless the employee's official duty station is located in an area where access to health care is extremely limited.

(7) To remain entitled to leave under the Family Medical Leave Act, an employee or the employee's spouse, son, daughter, or parent must comply with any requirement from the Employer that he/she submit to examination (not treatment) to obtain a second or third medical certification from a health care provider other than the individual's health care provider.

(8) If the employee is unable to provide the requested medical certification before leave begins, or the Employer questions the validity of the original certification provided by the employee and the medical treatment requires the leave to begin, the Employer shall grant provisional leave pending final written medical certification.

(9) If, after the leave has commenced, the employee fails to provide the requested medical certification, the Employer may charge the employee as AWOL or allow the employee to request that the provisional leave be charged as leave without pay or charged to the employee's annual and/or sick leave account as appropriate.

f. Medical Recertification-while an employee is using leave under the Family Medical Leave Act, the Employer may require, at the Employer's expense, subsequent medical recertification from the health care provider only if the circumstances described in the original medical certification change significantly or if the Employer receives valid information that casts doubts upon the continuing validity of the medical certification. Such requests for medical rectification shall not occur more frequently than every six (6) weeks.

g. Upon return from Family and Medical Leave, the employee will be restored to the same position as occupied before the leave or to an equivalent position with equivalent benefits, pay, status, and other terms and conditions of employment.

h. When an employee requests leave under the Employer's Family Medical Leave Program, the Employer will provide guidance concerning the employee's rights and obligations under the Program.

i. An employee who meets the criteria for family medical leave and has complied with the requirements under this section may not be denied leave, consistent with all applicable rules governing annual or sick leave, as appropriate. An employer may not discipline, or deny advancement because of FMLA absences. Nor may it count the time under an attendance control policy.

j. An employee enrolled in a health benefits plan, who is placed in a leave without pay status may continue his or her health benefits enrollment while in the LWOP status, but must arrange through the appropriate channels to pay the contributions into the Employees Health Benefits Fund. The Employer will continue to pay their portion of health and life insurance, if applicable, according to legal and regulatory requirements.

Section 19.6-Employee Absences for Court or Court-Related Services

a. Except as otherwise modified by applicable law, government-wide regulations or other outside authority binding on the Employer, an employee summoned or subpoenaed in connection with a judicial proceeding by a court or other authority responsible for the conduct of that proceeding shall be authorized to attend the judicial proceeding without charge to leave or loss of salary in the following instances:

- (1) For jury duty.
- (2) To appear as a witness on behalf of the Federal, District of Columbia, state, or local government.
- (3) To appear as a witness on behalf of a private party in an official and job-related capacity or to produce official records.
- (4) Even though no compensation is received for serving on jury duty in a federal court, employees may keep expense money received for mileage, parking, or required overnight stay. Money received for performing jury duty in state or local courts are indicated on the pay voucher or check as either "fees for services rendered" or "expense money." "Expense money" may be retained by the employee; "fees for services rendered" must be submitted to the appropriate financial office.
- (5) It is agreed that days off and/or schedules will not be changed to avoid granting absence for court or court-related services.

b. An employee who is granted court leave and is excused or released by the court for an indefinite period in excess of one (1) day or substantial portion thereof is expected to return to the employee's regular duties except when:

- (1) If there are less than four (4) hours remaining in an employees work day exclusive of reasonable travel time.
- (2) The regular tour of duty occurs at night on the date of excusal or release.

Section 19.7-Leave Without Pay (LWOP)

- a. Requests for LWOP will be given serious, bona fide consideration. The granting of LWOP will be in a fair and equitable manner.
- b. LWOP is requested in the same manner and for the same purposes as annual leave and sick leave.
- c. Upon written request from the appropriate Union office, an employee may be granted leave without pay to engage in Union activities on the national, district or local level, to work in programs sponsored by the Union or the AFL-CIO. Such requests will be referred to the appropriate Management official. Such employees shall continue to accrue benefits in accordance with applicable OPM regulations. LWOP for this purpose is limited to one year but may be extended or renewed upon proper application at Employer discretion.
- d. Upon return to duty after a period of LWOP, Management will restore the employee to the position which the employee held prior to the leave or to a similar position at the same grade and pay within the commuting area.
- e. Employees may request LWOP for educational purposes.

f. LWOP is granted at the discretion of Management except in the following cases; subject to documentation requirements:

- (1) When a disabled veteran requests LWOP for medical treatment;
- (2) When requested by a reservist or National Guard member for military duties in accordance with appropriate military orders. Employees may request such leave after their military leave has been exhausted (38 USC Section 4316(d));
- (3) When requested by an employee who has suffered an incapacitating job-related injury or illness and is waiting adjudication of a claim for employee compensation by the Office of Workers' Compensation Program; or
- (4) When an employee makes a request under the Family and Medical Leave Act and meets the criteria for that program.

Section 19.8-Religious Compensatory Time

Time off for religious purposes will be approved in compliance with 5 CFR 550.1001 to the extent that such modifications in work schedules do not interfere with the efficient accomplishment of the mission. The Employer may afford the employee the opportunity to work compensatory overtime and may grant compensatory time off to an employee requesting such time off for religious observances when the employee's personal religious beliefs require that the employee abstain from work during certain periods of the work day or work week.

Section 19.9-Voluntary Leave Transfer Program

As authorized by 5 CFR 630 Subpart I, employees are entitled to donate and receive leave for medical emergencies. By reference, the definitions, eligibility criteria and administrative provisions pertaining to a Voluntary Leave Transfer Program contained in 5 CFR 630 Subpart I are incorporated into this Agreement.

Section 19.10–Blood Tissue and Organ Donation

- a. Excused absence (sometimes referred to as administrative leave) is absence from assigned duties without charge to leave or loss of pay. The parties agree that excused absence may be granted for activities which are in the Government's interest.
- b. Employees may be granted up to four (4) hours of excused absence to donate blood to an Agency-sponsored or endorsed blood program. Additional excused absence may be granted to employees who donate blood platelets through Agency-endorsed Hemophoresis Programs. Time spent in necessary travel for such purposes may be administrative leave.
- c. Upon request, subject to certification by a physician, leave-approving officials may approve excused absence for employees who serve as living donors for bone marrow, organ, and tissue donation and transplantation. The use of excused absence can cover time off for activities such as donor screening, the actual medical procedure, and recovery time. Leave-approving officials may approve:

(1) Up to seven (7) days of paid leave per calendar year without charge to leave or loss of pay for each donation by employees participating as living bone marrow donors.

(2) Employees may use up to 30 days of paid leave each calendar year, in addition to annual and sick leave, to serve as an organ donor.

(3) The length of absence from work can vary depending on the medical procedure involved in the donation. Therefore, for longer periods of incapacitation, leave-approving officials may approve annual and/or sick leave or LWOP in combination with the maximum amounts of excused absence specified in Paragraphs 1 and 2 in this Section.

Section 19.11-Voting Leave

As a general rule, employees requesting time off to vote are excused without charge to leave for the amount of time necessary to permit them to report to work three (3) hours after the polls open or to leave work three (3) hours before the polls close, whichever requires the least amount of time off. Normally, where the polls are open either three (3) hours before or three (3) hours after the employee's regular duty hours, no time off is granted. (This is the case in most jurisdictions.) Employees on flexible work schedules can be excused only for those hours which cannot be accommodated by their flexible schedule. (AFI 36-815, 8.4.1)

Section 19.12-Uncomfortable Working Conditions

Administrative excusal, although rare, may be granted in extreme cases where attempts to correct or improve adverse conditions in accordance with Article 38 of this agreement have failed and the work conditions are such as to actually prevent working.

Section 19.13-Emergency Rescue Response/Volunteer Work

a. Employees who can be spared without interference to essential operations or obligations may be excused without charge to leave to participate as a volunteer in emergency rescue or protective work during an emergency such as fire, flood or search operations in accordance with law rule or regulation. (This excludes employees engaged in protective services i.e.: paid or unpaid community volunteer firefighter)

b. Employees cannot be excused from duty without charge to leave for the purpose of performing, rescue, reserve, or National Guard duty which would otherwise be covered by military leave.

c. Employees called to emergency duty as members of the Civil Air Patrol, or similar organization, may be excused without charge to leave.

d. Employees requesting excused absence under this Section may be required to provide documentation supporting the request. Normally participation in volunteer efforts is limited to a maximum of five (5) days per year.

Section 19.14- Military Leave

Full time employees whose appointments are not limited to one year are entitled to specified amounts of military leave for active duty, and for active and inactive military training in accordance with law, rule or regulation.

Section 19.15-Absence for Meetings, Conventions and/or Conferences

Guidance on this subject can be found in law, rule or regulation.

ARTICLE 20

VACANCY PROCEDURES

Section 20.1-Purpose

The purpose and intent of this article are to ensure that merit system principles are applied in a consistent manner, with equity to all employees in accordance with law, rule or regulation.

Section 20.2-Area of Consideration

Areas of consideration within which bargaining unit employees are identified to compete for advancement are established and adjusted, as necessary, to provide management with an adequate number of high-quality employees from which to choose and to provide employees with adequate opportunities for promotion. In order to provide for the referral of an adequate number of high-quality candidates and/or to meet Federal Equal Opportunity/Affirmative Action objectives, the areas of consideration, may be expanded for legitimate reasons consistent with law, rule or regulation.

Section 20.3-Vacancy Announcements

Vacancies will be coordinated through Air Force Personnel Center and posted on the USAJOBS.gov website in accordance with Air Force guidance. Employees are urged to periodically review all available announcement media and submit the required application to ensure appropriate consideration. Employees are eligible to utilize the automated notification system available through the USAJOBS.gov website. Failure to submit timely, complete, and accurate form(s) will result in not being considered for a vacancy. A limited amount of duty time will be permitted to access the vacancy website.

Section 20.4-Access to Computers

Each employee will have access to a computer that has internet and printer access. The Employer will provide common use areas for employees within a reasonable proximity of their job site, if necessary. The Employer will ensure that all employees who do not have a computer assigned to them to perform their regularly scheduled duties will be provided access to a computer and printer in order for all employees to have access to all vacancy announcements

Section 20.5-Training

Employees shall be permitted to participate in training opportunities provided through Airman and Family Readiness on Federal Resumes and navigation of the USA Jobs website. Availability of such training opportunities shall be advertised utilizing a variety of methods accessible to employees. When possible, duty time will be permitted to attend training.

Section 20.6-Interviews

Should the selecting official determine interviews will be utilized to make a selection, job related interview questions that allow for objective evaluation of the candidate's competencies knowledge, skills and abilities relative to the position being filled shall be utilized.

Section 20.7-Selection

The selecting official shall have the right to select or not select any candidates referred. The selection will be based on job related criteria. Employees not selected for a vacancy may contact selecting official to inquire as to areas to improve their competitiveness for future vacancies.

Section 20.8-Procedural Errors

An employee who would have been referred but was not given proper consideration due to a procedural violation or error in a previous competitive placement action will be eligible for priority referral upon applying for the next vacancy for which they are qualified. This means the employee must be referred to the selecting official for advance consideration.

ARTICLE 21

POSITION CLASSIFICATION & APPEALS

Section 21.1

The Employer will exercise its classification authority in accordance with law, rule or regulation. Position descriptions are intended to identify the principal duties and responsibilities assigned to each position and the skills necessary to successfully perform on the job. Position descriptions must be sufficiently clear to provide the information necessary to assign the proper title, series, and grade to the position. The Parties recognize that position descriptions are not intended to cover all duties that the employee may be expected to perform.

Section 21.2

When a bargaining unit employee starts a new job, is promoted, when a position description is changed or when a new addendum is prepared, the employee will be furnished a copy of their position description and or core personnel document in a timely manner, normally within 30 days, provided it is within local control to do so. Any subsequent changes in the position description will be discussed with the employee. Supervisors are advised that "Pen & Ink" changes to position descriptions must be processed through the Civilian Personnel Office (CPO) for approval by Air Force Personnel Center- Classification (AFPC). An employee may discuss their position description with their supervisor upon request. Employees shall be provided instruction and/or training when assigned other duties not documented in their current position description.

Section 21.3

Position descriptions/COREDOCs will be prepared by the Employer based on the major duties and responsibilities assigned to a position by the supervisor. The phrase "all other duties as assigned" in the employee's position description/COREDOC shall be interpreted to mean duties related to the position. This phrase will not be used by supervisors to regularly assign employees duties not related to the basic position.

Section 21.4

Employees may bring to the attention of their supervisors, areas of work that are in conflict with their position descriptions; however, the Parties recognize that employees are still obligated to accomplish assigned work even if the position description does not specifically cover the matter. The Union will encourage employees to periodically review their position description for the job they now occupy and to report changes to their supervisor.

Section 21.5

The Union President or designee shall be notified in advance when there is action/actions that will be taken that affect the pay or status of employees in the bargaining unit.

Section 21.6

Prior to any classification surveys or organizational/functional reviews, the Employer will notify the Union.

Section 21.7

Management will follow OPM classification procedures to ensure employee positions are classified properly and that they are not performing higher graded duties in a lower graded job.

APPEALS

Section 21.8

If an employee believes their position description is improperly classified, they may, after discussion with supervision, file a classification appeal. The department will supply employees and/or the local with copies of procedures for filing classification appeals through the agency and/or OPM upon request. Employees are free to appeal the classification of their position without fear of reprisal or prejudice. In the process of preparing the appeal, classification standards and any other procedural advice will be made available to employees and their representative(s) by the Civilian Personnel Office (CPO). Employees may designate the Union or anyone else as their representative to assist in the preparation of a classification appeal unless such representation would cause an actual or potential conflict of interest. Filing a classification appeal with the Agency does not deprive the employee of his/her right to file a classification appeal through the appropriate appeals procedures of the Office of Personnel Management (OPM).

Section 21.9

Prior to submitting a classification appeal, employees should discuss their disagreement over the classification of their position with their supervisor. If the supervisor believes that the employee's dissatisfaction over the classification of the position has merit, the supervisor may submit a formal request for personnel action to have the position reviewed. A desk audit is an interview with the employee conducted by the classifier to evaluate the duties performed and may or may not be part of the position review process.

Section 21.10

An employee can appeal the classification of his/her position (e.g., the pay plan, series, title, and grade level) at any time. An employee's initial avenue(s) of appeal depends on whether the employee is a General Schedule (GS) (white collar) or Federal Wage System (FWS) (blue collar) employee. Employees must file their appeal through the office that exercises classification authority for their position (AFPC).

a. A GS employee has two initial avenues of appeal. The employee can appeal to either the Department of Defense (DoD) or to the Office of Personnel Management (OPM). If the employee appeals first to DoD, the employee can later appeal to OPM if they are not satisfied with the decision by DoD. An appeal to OPM is the final administrative avenue of appeal.

b. A FWS employee cannot appeal to OPM until they first appeal to DoD. If the employee is not satisfied with the decision by DoD, the employee can then appeal to OPM. There is one exception - a FWS employee may appeal directly to OPM if the appeal covers the issue of pay category only, and does not involve any other appealable issues. Again, an appeal to OPM is the final administrative avenue of appeal. An employee appeal to OPM must be filed within 15 calendar days of the date you receive your agency's decision. OPM may extend the time limit.

c. For OPM appeals, reconsideration may be granted when either employee or agency submit written evidence or arguments that establish a reasonable doubt as to the technical accuracy of the decision, or present new, relevant, and substantive information that was not considered in the original decision. The deadline for an employee or designated representative to submit a request for OPM reconsideration is 45 calendar days after the date of the decision.

Section 21.11

There are specific administrative requirements from DOD and OPM for filing an appeal. Employees are encouraged to seek advice from the Civilian Personnel Office (CPO) prior to filing an appeal. The CPO will provide advice and assistance and a copy of the DOD and/or OPM administrative requirements.

Section 21.12

As provided in section 511.612 of title 5, Code of Federal Regulations, appeal decisions constitute a classification certificate that is mandatory and binding on all administrative, certifying, payroll, disbursing, and accounting officials of the Government. The agency is responsible for reviewing its classification decisions for identical, similar, or related positions to ensure consistency with a decision rendered. There is no right of further appeal after an OPM decision is final. This decision is subject to discretionary review only under the conditions and time limits specified in title 5, Code of Federal Regulations, sections 511.605, 511.613, and 511.614, as cited in the Introduction to the Position Classification Standards, appendix 4, section G (address provided in appendix 4, section H).

Section 21.13

Appellants are notified in writing when a decision has been rendered. Appeal decisions directing a change in classification will be processed in a timely manner by the office exercising classification authority in accordance with law, rule and regulation. Appeal decisions may result in an upgrade or downgrade action.

Section 21.14

When an employee alleges inequities in his/her position description/ COREDOC or classification, the employee and the Union will be provided copies of procedures for filing classification appeals. The employee may be accompanied by a union representative when discussing the matter with management officials or when presenting an appeal. The employee and the Union will be entitled to a copy of the classification appeal file.

Section 21.15

Employees who file a classification appeal with the agency concerning the title, series, and grade of their position shall forward their completed appeal package to the adjudication authority.

Section 21.16

The effective date of a personnel action taken as a result of an appeal should not be later than the beginning of the fourth pay period after the date of the decision in accordance with OPM guidelines.

ARTICLE 22

DETAILS, REASSIGNMENTS AND TEMPORARY PROMOTIONS

Section 22.1-General

- a. A detail is the temporary assignment of an employee to a different position, or set of duties for a specified period of time with the employee returning to their regular duties/shift at the end of the detail. It is agreed that details will be used to meet temporary needs of the work program of the Employer when necessary services cannot be obtained by other desirable or practicable means.
- b. Supervisors shall attempt to honor preapproved requests for leave for employees selected for details/reassignments.
- c. Management will meet with the Union upon request when there is excessive use of details in any area to review staffing options.
- d. Reassignment means a change from one position to another without promotion or demotion while the employee is serving continuously within the same agency.

Section 22.2-Documentation

Employees shall be recognized for the work they perform. Management and the Union will look at ways to recognize employees who volunteer or are assigned to details reassignments or temporary promotions. Therefore, reassignments and details of greater than 30 workdays will be documented and maintained as a permanent record in the employee's Official Personnel Folder (OPF). All temporary promotions will be documented through a personnel action (SF 50). Details of less than 30 workdays will be documented in the employees Supervisor Employee Brief. Employees may submit documentation to AFPC to update their personnel records.

Section 22.3-Guidelines

- a. Details to a higher grade or temporary promotions that exceed 120 calendar days require a competitive process in accordance with law, rule or regulation.
- b. Management reserves the right to decide when the use of a detail is necessary to accomplish the mission.
- c. Details shall be administered in accordance with applicable laws, rules and regulations.

Section 22.4-Accommodations

Employees recuperating from serious illness or injury and temporarily unable to perform their assigned duties as certified by a physician may voluntarily submit a written request to their supervisor for temporary assignment to duties commensurate with the disability and the employee's qualifications. The Employer may require that such requests be reviewed by a medical officer for appropriate recommendations. The Employer will consider such requests in

accordance with applicable rules and regulations and medical recommendations. The Employer will, to the extent feasible, attempt to temporarily assign the employee to an appropriate vacancy or duties and responsibilities that are commensurate with the employee's disability and qualifications. If the above is not feasible, the employee, Union and Supervisor will discuss other options.

Section 22.5-Training for Details

It is understood that when an employee in the unit is detailed to any position in which he or she has had no experience, adequate training will be provided prior to the employee assuming those duties. Furthermore, the employee will be given a reasonable period of time to learn the new job. The supervisor will take this into consideration when completing the annual performance appraisal, in accordance with law, rule or regulation.

a. Assignment of Equipment Custodian duties will be provided in writing to employees. Prior to transferring responsibility for equipment custodian duties, an inventory will be completed and the employee will be provided training on the duties of the assignment.

Section 22.6-Reassignments

Reassignment means a change from one position to another, without promotion or demotion, while the employee is serving continuously within the same Agency. Because they are permanent, all reassignments will be documented in the employee's OPF. When an employee is reassigned to a different position, the employee will be given adequate training and a reasonable period in which to become proficient. If he or she cannot attain satisfactory performance, serious consideration will be given to assigning the employee to the previous position if available or a position commensurate with the skill sets and abilities at the same grade level.

Section 22.7-Mobility Augmentees

In the event civilian augmentees are required per law, rule or regulation augmentees will be accepted/designated by seniority rights subject to training.

ARTICLE 23

CONTRACTING-OUT STUDIES

Section 23.1

The Employer agrees to inform the Union on a cost comparison involving work performed by bargaining unit employees. Milestone charts related to a cost comparison will be made available to the Union at the beginning of each cost comparison. The Employer further agrees to provide updated information to the Union as actions are taken in accordance with these charts.

Section 23.2

The Employer will notify the Union of a cost comparison explained in Section 23.1 at the earliest practicable date in advance of issuance of the Request for Proposal (RFP). This notification will include the reasons for the cost comparison, if known. When the decision is made to issue the RFP, the Union will have access to the RFP which will include specifications and the proposal due date. The Union may review the document and submit comments before final receipt of offers from the private sector. The Union will be advised on results of contract award decisions. Subsequent to the contract award decision, the Union will be provided data concerning the government estimate of the costs of performing the work in-house, if requested.

Section 23.3

The Employer agrees that the Union is an integral part in developing an effective cost comparison. The Employer agrees to involve the Union in the cost comparison process to the extent of applicable law, rule, or regulation.

Section 23.4

Briefings will be held with affected bargaining unit employees at least monthly if there is updated information in the process. The Employer agrees to keep the Union President abreast of any updated information available. The Union will be given an opportunity to participate in such briefings.

Section 23.5

The Employer and the Union will cooperate and communicate to the maximum extent possible.

Section 23.6

During the contract performance period the Union is encouraged to bring known contract discrepancies to the appropriate contract administrator or designee's attention.

Section 23.7

When formal cost comparison of functions to which bargaining unit employees are assigned are conducted, the Union will have access to the government's cost comparison management plan and cost estimate upon completion of the final contract award decision, if requested.

Section 23.8

If a function is converted to contract, the Employer agrees to meet with the Union President or designee to discuss the impact on bargaining unit employees previously assigned to the contracted function. The Employer agrees to comply with all applicable reduction-in-force laws, rules, regulations, and contractual provisions of Article 24 of this agreement.

Section 23.9

Once the solicitation for proposals is issued, the Employer agrees to limit potential adverse action and separations of affected employees by promoting and hiring on a temporary basis.

Section 23.10

Declining to exercise the right of first refusal due to displacement from contracting out shall not be deemed to be a waiver of any appeal grievance rights by a bargaining unit employee that he/she might have under applicable law, rule, regulation, and this agreement.

ARTICLE 24

REASONABLE OFFER, PRIORITY PLACEMENT AND REDUCTION IN FORCE

Section 24.1-General

- a. A reduction in force (RIF) will comply with Department of Defense policy in effect as of the effective date of this Agreement and the provisions of this Agreement.
- b. RIF procedures are used to release a competing employee from his or her competitive level by furlough for more than 30 days, separation, demotion, or reassignment requiring displacement, when the release is required because of lack of work, shortage of funds, insufficient personnel ceiling, reorganization, or an individual's exercise of reemployment rights or restoration rights, or reclassification due to erosion of duties when it occurs within 180 days of a formally announced RIF in the competitive area.
- c. To the extent that is practicable and not prohibited by law, and without interfering with the accomplishment of the Employer's mission, the Employer will resort to a RIF only after other means of RIF avoidance have been explored/exhausted. This may be accomplished by attrition, cost reduction, reorganization, and redistribution of work or other alternatives. This information will be shared with the Union.

Section 24.2-Union Notification

- a. Prior to employee notification and at the earliest practicable date, the Employer will notify the Union in writing of an impending reduction-in-force. The Union may request negotiation on the impact and implementation of the reduction-in-force on the employees in the bargaining unit as outlined in Article 8 of this agreement. Information provided to the Union at this time will include all details not prohibited by higher Air Force Instruction or statute. The information provided will include the rationale for the reduction-in-force, available studies used to make the determination, the number, location and specific positions affected, a list of the competitive levels and the effective date. The Union will also be provided a list of employees affected as soon as such information is determined. The Union will be routinely updated on information concerning the RIF. This information shall include additional positions effected, names of effected employees, revised dates and listings of job offers made. This information will be provided to the union as soon as it becomes available.
- b. The Employer will provide a written notice to the Union and each affected employee as soon as possible, but no later than criteria established by law, rule, or regulation. Any employee receiving a notice may review a retention register and/or competitive level applicable to that employee. The Union will receive a copy of the retention register when available to the Employer. The employee may elect to be accompanied by a union representative. In addition, an employee may elect to have a representative inspect the register and/or competitive level for him/her. The Employee's Union representative(s) must be designated in writing by the employee if the employee does not accompany the representative.

Section 24.3-Buy-Out/Early Retirement

If early retirement or buy-out opportunities are offered to employees prior to the issuance of RIF notices, the Employer will provide thorough briefings for employees on RIF rules and procedures. Eligibility requirements, and the application processes will be explained. The effects of a buyout or early retirement on severance pay, reemployment, and continued health insurance coverage will be presented. Individual meetings will be scheduled with Employer representatives, employees and Union representatives to answer specific questions. The Union Representative will be approved to spend a reasonable amount of time with the individual employee to discuss the impact of the information provided.

Section 24.4-RIF Briefings

As soon as possible, following distribution of RIF notices, the Employer will provide briefing(s) for the affected employees to explain the RIF process and their rights and responsibilities. The Employer will explain how RIF retention is determined, the scope of the particular reduction in force, employee placement opportunities, severance pay computations and services to employees who are designated for separation in the RIF. A representative of the Employer will respond to general questions about the information provided and employees will be given instructions for scheduling individual follow up meetings with Employer Representatives to address specific questions. The Union will be invited to send a representative to attend group briefings and individual follow up meetings with bargaining unit employees and will be given 30 minutes at the conclusion of the briefing to speak with the employees without any Employer representative being present.

Section 24.5-Furloughs

Furloughs will be administered in compliance with 5 CFR 351.604.

Section 24.6-Impact

The Employer and the Union will meet to review options to alleviate the impact of the furlough based on mission and individual employee preference. Employees will be informed of the impact to their individual benefits.

Section 24.7-Employee Personnel Records

b. As far in advance as possible of an anticipated RIF, the Employer will notify employees of the need to review their personnel records and ensure that these records are complete and accurate. This notice will advise employees to ensure that their records are up to date concerning:

- (1) Veterans preference;
- (2) Three most recent performance ratings of record received during the previous four-year period;
- (3) All periods of federal civilian and military service;

- (4) Completed education;
- (5) Current licenses and certifications;
- (6) Experience gained outside Federal service.

c. If an employee is unable to access their My Biz account, they may contact the Civilian Personnel Office for assistance. As expeditiously as possible, the Employer will resolve any discrepancies raised by the employee.

Section 24.8-Use of Vacant Positions

- a. Vacancies will be used to the extent possible in order to minimize displacement actions that would result from a reduction in force.
- b. The Employer will not fill any vacant position in the bargaining unit through outside hiring or through promotion as long as there are employees facing separation in the RIF who are both qualified and available to fill that position, unless a position is filled by candidate that has a higher regulatory priority to the position than RIF.
- c. The Employer shall exercise all discretion granted by law and regulation and may waive non-mandatory qualifications in order to place employees who are affected by the RIF in continuing positions.

Section 24.9-Services to Employees Released in a RIF

- a. The Employer will be diligent in providing employees with all placement opportunities available under law and regulation.
- b. Employees who receive job offers will have a reasonable amount of time to respond as to whether they will accept or decline the offer. Employees will be given a minimum of three (3) workdays to make a decision.
- c. When the Employer assigns an employee to a position which requires a move to another geographic area, the employee will be granted appropriate expenses in compliance with 5 USC § 5724.
- d. Employees reassigned to a different commuting area who relocate will be allowed a reasonable amount of time necessary, to complete the move and report to duty. (Department of Defense Priority Placement Program 1400.25-M, and/or the DoD PPP Employee Pamphlet)
- e. The Employer will notify employees of the services available under its Career Transition Assistance Plan (CTAP) and how to obtain them.
- f. The Employer will notify employees of the services available from other agencies under the Interagency Career Transition Assistance Plan (ICTAP) and how to obtain them.

- g. A career or career-conditional employee separated by reduction-in-force will be placed and retained on the reemployment priority list under law, rule or regulation. Such employees will be given appropriate preference for rehiring in temporary and permanent positions as provided by law, rule or regulation. It is understood that acceptance of a temporary position does not alter the employee's right to be offered permanent employment.
- h. Employees will remain on the stopper list for the regulatory timeframe.

Section 24.10-Unemployment Compensation

- a. If there are projected separations, the Employer will provide the employees with contact information to the Unemployment Insurance Agencies from all states in which employees would file claims.
- b. If the projected separations affect a large number of employees, the Employer will attempt to contact the Unemployment Insurance Agencies from states that the affected employees would be filing a claim and request a presentation or information regarding benefits, eligibility requirements and application procedures.
- c. If an Unemployment Insurance Agency schedules a presentation at the Employer's location to provide information regarding benefits, eligibility requirements, and application procedures, employees who would file a claim with the state providing the presentation will be released from employment to attend the scheduled briefing in a duty status.

Section 24.11-Severance Pay

The Employer will notify all employees who are separated in a RIF of their rights to receive severance pay under law and regulation. Those who are eligible to receive severance pay will get an estimate of the amount of severance pay that they will receive, and information on how these payments will be made.

Section 24.12-Employment Outside the Agency

Those employees who cannot be placed within the Agency will receive assistance in finding employment outside the Agency. Airman and Family Readiness Center, in conjunction with Title 10, USC 8013 and Executive Order 9397, will provide transition assistance to help their surplus and displaced employees find new employment. Civilian Personnel Office staff will continue to answer employment related questions indefinitely.

Section 24.13-Transfer of Function

- a. A Transfer of Function (TOF) means the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, except when the function involved is virtually identical to functions already been performed in the other competitive area(s) affected. A TOF is also the movement of the competitive area in which the function is performed to another commuting area. In a TOF, the operation of the function must cease in one competitive area and must be carried on in an identifiable form in another competitive area where it was not being performed at the time of transfer.

b. When the Agency determines that a TOF is necessary, the Agency will inform the Union as far in advance as practicable, giving the reason for the action, the approximate number of types, and geographic location of the positions to be affected, and the approximate date of the action. TOF will be done in compliance with CFR 351.

c. The Employer will identify which positions will transfer with the function in accordance with Office of Personnel Management regulations.

Section 24.14-Volunteers

a. If there are not enough qualified volunteers from among those affected employees, the Employer will solicit qualified volunteers from the rest of the current competitive area.

b. If the total number of employees who volunteer for transfer exceeds the total number of employees required to perform the function in the competitive area that is gaining the function, preference will be given to the volunteers with the highest retention standing. In the event there are not enough volunteers for the transfer, employees with the lowest retention standing will be selected for involuntary transfer.

Section 24.15-Filling Vacancies

The Employer will not fill any vacant position through outside hiring as long as there are employees facing separation in the TOF or who have been separated because of a RIF and are both qualified and available to fill that position. Adverse action notices will not be issued pending a review of available vacant positions.

Section 24.16-TOF Outside Commuting Area

a. TOF will be done in compliance with CFR 351.302.

b. Before a reduction in force is made in connection with the transfer of any or all of the functions of a competitive area to another continuing competitive area, each competing employee in a position identified with the transferring function or functions shall be transferred to the continuing competitive area without any change in the tenure of his or her employment.

c. Agencies may ask employees in a canvass letter whether the employee wishes to transfer with the function when the function transfers to a different local commuting area. The canvass letter must give the employee information concerning entitlements available to the employee if the employee accepts the offer to transfer, and if the employee declines the offer to transfer. An employee may later change and initial the acceptance offer without penalty. However, an employee may not later change an initial declination of the offer to transfer.

d. For questions on moving expenses, see title 5 USC § 5724.

Section 24.17- Additional Negotiations

Nothing in this article will prevent the Union from initiating Impact and Implementation negotiations when a Reduction in Force or Transfer of Function is announced.

Section 24.18-Training Programs

If requested by the Union, Impact and Implementation bargaining will be conducted on any locally established training programs or placement programs developed and applied to bargaining unit employees.

ARTICLE 25

RETIREMENT

Section 25.1-Purpose

The purpose of this article is to inform bargaining unit employees of resources regarding retirement and pre-retirement planning.

Section 25.2-Retirement Seminars

The Union may sponsor retirement seminars to be made available to bargaining unit employees up to once per year. Attendance at these seminars will be on paid time.

- a. Employees in the bargaining unit who are dues paying members and are within three (3) years of retirement, may attend the Union sponsored retirement seminar free of charge. Non-dues paying members may attend, on a space available basis, for a fee.
- b. Employees in the bargaining unit who are dues paying members may attend the union sponsored pre-retirement planning seminar, if available, once every five (5) years. Non-dues paying members may attend, on a space available basis, for a fee.
- c. Retirement resources are available on the AFPC and Civilian Personnel Office web sites.
- d. Civilian employees may attend briefings and educational programs related to retirement and financial planning offered by the Employer.

Section 25.3-Voluntary or Involuntary Separation

Employees who believe they may be eligible for disability or deferred retirement should contact the Civilian Personnel Office or AFPC Benefits and Entitlements Service Team (BEST) counselors.

Section 25.4-Withdrawal of Resignation/Retirement Application

- a. An employee's decision to resign or retire, if eligible, shall be made freely and in accordance with prevailing regulations.
- b. The Employer may permit an employee to withdraw a resignation at any time before it has become effective. The Employer may decline a request to withdraw a resignation before its effective date only when the Employer has a valid reason and explains that reason to the employee. A valid reason includes, but is not limited to, administrative disruption or the hiring or commitment to hire a replacement. Avoidance of adverse action proceedings is not a valid reason. (5 CFR 715)

ARTICLE 26

EQUAL EMPLOYMENT OPPORTUNITY

Section 26.1-Intent

- a. The Employer and the Union affirm their commitment to the policy of providing Equal Employment Opportunity (EEO) to all employees, to establish the Employer as a model Employer, and to prohibit discrimination on the basis of age, disability (physical/mental) equal pay (compensation), genetic information, harassment, national origin, pregnancy, race/color, religion, retaliation, sex, or sexual harassment.
- b. The Agency's EEO Program shall be designed to promote EEO in every aspect of the Agency's personnel policy and practice in accordance with applicable laws and government-wide rules and regulations. The Employer shall conduct a continuing campaign to eliminate discrimination from its personnel practices and policies and employment conditions consistent with this Agreement, 29 CFR, Part 1614 and with EEOC Management Directive 110.
- c. The Employer is committed to affirmative action for the employment, placement, and advancement of qualified individuals in accordance with applicable laws, government wide rules and regulations. The parties will continue to provide overall support to achieve affirmative employment objectives throughout Offutt AFB, as outlined in 29 CFR 1614.102.

Section 26.2-Complaint Processing and Resolution

The EEO Office will carefully, justly, and expeditiously consider and adjudicate complaints of discrimination filed through the Employer's discrimination complaints procedure. The EEO Office requires the support and cooperation of both the Employer and Union officials in attempting to bring about informal resolutions of complaints. Persons who engage in EEO protected activity will be free from reprisal. A complainant has the right to be represented or choose not to be represented during any stage of the complaint procedure as outlined in 29 CFR 1614. Nothing in this article is intended to preclude an employee from discussing a matter of concern with any EEO counselor appointed by the Employer.

Section 26.3-EEO Program

Consistent with EEO regulations, the EEO program shall include, but not be limited to:

- a. Providing prompt, fair, and impartial processing of complaints at the counseling and complaint stages and expeditious adjudication of complaints of discrimination filed through the EEO administrative complaint process. An employee has 45 days from the alleged discriminatory occurrence to contact an EEO Counselor in order for the contact to be deemed timely. A discussion with an EEO Counselor in no way precludes the filing of a grievance that is otherwise timely. If an employee does not choose the EEO process, they can utilize the Union negotiated grievance procedure (see timeline under Article 31 of this agreement).
- b. Conducting a continuing campaign to prevent every form of unlawful discrimination in the workplace.

- c. Reviewing, evaluating, and training managerial and supervisory personnel to ensure the zealous enforcement and implementation of the equal employment policies.
- d. Establishing a system for periodically evaluating the effectiveness of the Employer's overall equal employment effort.
- e. Working with the Employer to assist in providing accommodations for employees who make such requests under Title 29 Part 1614.

Section 26.4-Pre-Complaint Processing Timeframes (29 CFR 1614.105 and EEOC MD-110)

An aggrieved person who believes he/she has been discriminated against on the basis of age, disability (physical/mental) equal pay (compensation), genetic information, harassment, national origin, pregnancy, race/color, religion, retaliation, sex, or sexual harassment may file a formal complaint. The initial contact must be within 45 days of the date of the alleged discriminatory incident but may be extended for reasons outlined in 29 CFR 1614.105 (a) (2). For additional information on timeframes contact the EEO office.

Section 26.5-Information and Data

The Employer shall make available to employees written information describing the Employer's EEO programs and the EEO complaint process.

Section 26.6-EEO Rights and Responsibilities

- a. Union representatives will be educated by the EEO office to enable them to be knowledgeable on the EEO process. This education/briefing will be done yearly upon request.
- b. The EEO poster will be posted on official bulletin boards. This information will also be available on the Employer's website.
- c. At any time throughout the complaint process, bargaining unit employees may speak to a union representative to address his/her concerns. The Union representative designated in writing by the EEO complainant will have the same access to information as the complainant.
- d. To the extent possible, EEO Counselors shall complete their duties within 30 days of the initial counseling contact, unless the employee agrees in writing to extend the counseling period.
- e. Identities of individuals who contact EEO are confidential and will not be revealed to the Employer until the individual waives anonymity (anonymity is waived at formal stage of the complaint).
- f. The Union may file a group grievance on behalf of employees who allege they have been or are being adversely affected by a personnel management policy or practice that discriminates against the group on the basis of their age, disability (physical/mental) equal pay (compensation), genetic information, harassment, national origin, pregnancy, race/color, religion, retaliation, sex, or sexual harassment or EEO activity.

g. An employee has the right to be accompanied, represented, and advised by a representative of his/her choice at any stage of EEO administrative complaint process. The employee will designate their personal representative in writing. The employee also has the right not to be represented. The employee is entitled to expeditious processing of the complaint. Any employee who wishes to file or has filed an EEO complaint will be free from coercion, interference, dissuasion, or reprisal. Also, any employee who is a witness or represents an employee concerning an EEO complaint will be free from coercion, interference, dissuasion, and reprisal.

h. Once an EEO settlement involving a BUE is agreed upon, coordination by the Union for contract violations and impact and implementation (I&I) notification will occur. Once the Union concurs with the settlement, I&I negotiations will not impede the implementation of the EEO settlement agreement for the complainant.

i. At the conclusion of the informal interview process, the employee must determine whether they want to file an EEO complaint, a grievance through the negotiated grievance procedure or an appeal through the MSPB if applicable.

j. The Employer agrees that it will preserve the confidentiality of all complaints of alleged discrimination in accordance with the Privacy Act of 1974 (552a). All medical records and data will be held in strict confidence. Written permission from the employee will be required for any release of medical documents and records.

Section 26.7-Mixed Case Complaint

A mixed case complaint is a complaint of employment discrimination filed with the Employer EEO office based on race, color, religion, sex, national origin, disability, age genetic information, or reprisal related to or stemming from an action that can be appealed to the MSPB. A “mixed case” appeal is an appeal filed with MSPB alleging an appealable Employer action was taken in part or in whole because of discrimination based on race, color, religion, sex, national origin, disability, age, genetic information, or reprisal . An employee may file an EEO complaint with the Employer under the Agency’s EEO complaint procedures or an appeal with MSPB under the MSPB procedures. An employee may not file a mixed case complaint under the Agency’s EEO procedures and an MSPB appeal on the same matter. Whichever is filed first shall be considered an election to proceed in that forum.

Section 26.8-Accommodations

a. Employees may request religious or medical accommodation in accordance with federal guidelines.

b. The Employer shall make reasonable accommodations to provide religious needs or the necessities for disabled employees to perform their job. A team approach should be used for all accommodations.

Section 26.9-Sexual Harassment

a. Sexual harassment is defined as unwanted verbal, non-verbal and/or physical behavior that is sexual nature. Sexual harassment undermines the integrity of the employment relationship and could adversely impact employee opportunity. All employees must be allowed to work in an environment free from unsolicited and unwelcome sexual behavior. The Employer will provide all bargaining unit employees a work atmosphere free from sexual harassment and make employees aware of the Employer's sexual harassment policy.

b. Employees who believe they are being sexually harassed verbally, physically or visually have the right to report the harassment to the appropriate Management, EEO or Union official. It is the responsibility of the Management to immediately examine the matter and take necessary corrective action.

Section 26.10-Pay Equity:

The Employer will observe the principle of equal pay for equal work. As such, the Employer will not discriminate against any employee or group of employees with respect to wages.

ARTICLE 27

TRAINING AND DEVELOPMENT

Section 27.1

Training and development of employees is a matter of mutual interest to both parties. The employees shall inform their supervisor of any training needs they feel relate to their work assignments. This information shall be taken into consideration by the Employer in identifying training needs.

Section 27.2

The Employer shall identify those areas where employees require additional training and development to maintain proficiency, develop competence and enhance skills. The Employer will advise employees of available training opportunities and provide information on specific training opportunities upon request. Training records will be kept current and will be made available to the employee.

Section 27.3

All training shall be funded in accordance with applicable regulations.

Section 27.4

The Employer will provide employees on-the-job and cross training where needed.

Section 27.5

When a change in a position qualification requires new training, licensing or certification for an employee already holding the position, the Employer will pay for the costs associated with the employee obtaining new training, licensing or certification unless the employee is grandfathered in.

Section 27.6

The Employer may grant excused absences from work or make schedule adjustments to accommodate an employee's educational program if mission allows. The employee is required to present his or her class schedule to the supervisor. When a change is approved, the change will only remain in effect for the equivalent of one (1) academic quarter or semester.

ARTICLE 28

INCENTIVE AWARDS PROGRAM

Section 28.1

The goal of the Incentive Awards Program is to recognize employees for outstanding accomplishments, improve morale, and increase productivity. Public recognition of award recipients for their special contributions is the most effective way to achieve this goal. There are various awards available for employee recognition to include monetary, honorary, special purpose, safety, etc. The Employer agrees to distribute awards among deserving employees in accordance with law, rule and regulation. Employees are encouraged to participate by providing input on possible nominees to their supervisors. Supervisors are strongly encouraged to participate by recognizing deserving employees whenever warranted during their career.

Section 28.2

Incentive award nominations will be submitted to the appropriate awards committee for review/approval in accordance with respective guidelines.

Section 28.3-Individual Time Off Awards (TOA)

Time-off awards grant time off from duty without loss of pay or charge to leave and are awarded for superior accomplishments that contribute to the quality, efficiency, or economy of government operations. Time-off awards can also be granted for performance as reflected in the employee's most recent rating of record and can be granted in lieu of, or in conjunction with, a Performance Award in accordance with law, rule and regulation.

a. Approving Authorities:

- (1) Immediate Supervisors may approve a TOA up to one (1) working day without review and approval of a higher official.
- (2) Squadron CCs or Civilian Leader Equivalents may approve TOAs up to three (3) workdays or less without review and approval of a higher official.
- (3) 55 WG/DS or Group CCs may approve TOAs exceeding three (3) workdays up to 40 hours.

b. Limitations:

- (1) The maximum amount of time off that can be approved for any single contribution is 40 hours. Total time off awarded cannot exceed 80 hours in any leave year.
- (2) Employees forfeit any time off not used within one (1) year from the effective date of award.
- (3) Employees cannot convert a TOA to a cash payment.

c. Team Incentives:

Time-off awards may be granted to those employees whose individual contributions to a team effort resulted in the team achieving superior accomplishments.

ARTICLE 29

PERFORMANCE APPRAISAL

Section 29.1

A performance appraisal will be completed for all bargaining unit employees in accordance with law, rule or regulation. The performance appraisal process provides a framework for supervisors and managers to communicate expectations and job performance; links individual employee performance and organizational goals; facilitates a fair and meaningful assessment of employee performance; establishes a systematic process for planning, monitoring, evaluating, and recognizing and rewarding employee performance that contributes to mission success; nurtures a high-performance culture that promotes meaningful and ongoing dialogue between employees and supervisors and holds both accountable for performance; supports and is consistent with merit system principles in Section 2301 of Title 5, U.S.C. All performance elements will be critical and align with organizational goals, with the exception of any "additional" duties that are not rated.

Section 29.2

The Employer will, as provided by higher Air Force Instruction, identify and communicate a performance plan consisting of written performance elements and standards of the position to employees. Each employee must have a written performance plan established and approved normally within 30 calendar days of the beginning of the appraisal cycle or the employee's assignment to a new position or set of duties. Employees will be given an opportunity to provide input into their performance elements and standards.

Section 29.3

a. Performance standards describe how the requirements and expectations provided in the performance elements are to be evaluated. Performance standards must be provided for each performance element in the performance plan and must be written at the "Fully Successful" level. The standards should include specific, measurable, achievable, relevant, and timely (SMART) criteria. All performance elements are considered critical, as such, performance below the fully successful level established by the employer will require remedial action. At the conclusion of the appraisal period, the rating official will assign a performance rating and discuss the rating with the employee. The performance appraisal discussion will concern only the employee's performance. The date of the meeting or communication will be documented using the MyPerformance appraisal tool, or under certain circumstances, DD Form 2906. Performance standards, as used in assigning the performance rating for bargaining unit employees from identical performance plans, will be applied in a fair and equitable manner.

b. It is recognized that bargaining unit employees need to be advised of their performance on a regular basis. At least once during the appraisal cycle, usually at the mid-point, the Employer will conduct a performance progress review.

c. Upon request, employees may discuss their performance with the supervisor any time during the rating period. Employees are not entitled to Union representation during any performance discussions and the Union is not entitled to designate an observer.

Section 29.4

a. A minimum of three formal performance discussions, the plan, a progress review, and the appraisal, will be documented in the electronic Performance Management and Appraisal tool. Employees will have the ability to print a hard copy of the documented formal discussions. If employees need assistance accessing these documents, they can request assistance from their supervisor.

b. Employees will have access to resources on Offutt AFB Civilian Personnel Office Sharepoint site to assist with the use of the electronic Performance and Management Appraisal tool. Employees needing further support utilizing the Performance and Management Appraisal tool can request assistance from their supervisor.

c. All bargaining unit employees will have access to computers and reasonable duty time for the purpose of utilizing the electronic Performance Management and Appraisal tool.

d. Employees will have a reasonable amount of duty time during their regular work schedules to access their performance journals to document their achievements and comment on any information they believe is inaccurate. Supervisors, or anyone other than the employee, are not authorized to change journal entries entered by the employee.

e. Employees will have access to online resources for assisting in preparing self-assessments of their performance. These resources will be made available on the Offutt AFB Civilian Personnel Office Sharepoint site.

f. Employee self-assessments should be given consideration in developing the performance rating for that employee.

g. Bargaining unit employees choosing not to provide the voluntary self-assessment will not be disadvantaged relative to those who do provide such assessments. The absence of employee input does not relieve the supervisor of the responsibility for writing a required narrative statement when assessing the employee's performance standards and contributions.

h. Employees will be advised in sufficient time of deadlines in which employees input is due for consideration in the performance evaluation.

Section 29.5

Bargaining unit employees may resolve disagreements on the final performance rating through the grievance procedure in Article 31 of this agreement. The employee's right to representation shall be as provided in this agreement.

Section 29.6-Performance Improvement

- a. The Employer will provide written feedback to the employee when it is determined that performance is unacceptable in one or more critical element(s), other than “additional duties”. The employee will be advised in specific terms how their performance is unacceptable. The supervisor, from this discussion, will then assist in the development of a course of action which may include a performance improvement plan to assist the employee with improving performance in unacceptable elements. The Employer will determine a reasonable amount of time at this point for the employee to improve performance in the unacceptable elements.

- b. Performance rated unacceptable will be addressed in accordance with applicable law, rule or regulation.

ARTICLE 30

DISCIPLINE AND ADVERSE ACTIONS

Section 30.1–General

a. The Employer and the Union recognize that the public interest requires the maintenance of high standards of conduct. No bargaining unit employees will be subject to disciplinary action without just cause. Disciplinary actions will be taken only for such cause as will promote the efficiency of the service and will be consistently applied. Disciplinary and Adverse actions include:

- 1) Oral admonishments
- 2) Reprimands
- 3) Suspensions of less than 14 days
- 4) Suspensions of more than 14 days (Adverse Action)
- 5) Removals (Adverse Action)
- 6) Reduction in pay or grade (Adverse Action)
- 7) Furloughs of 30 calendar days or less (Adverse Action)

b. Normally, discipline should be preceded by counseling which is informal in nature and may be documented in the Supervisor Employee Brief. Counseling will be conducted in an environment as to avoid embarrassment to the employee and may include encouraging the employee to contact the Employee Assistance Program (see Article 34). Supervisory counseling entries, documented in the Supervisor Employee Brief, will be reviewed after six (6) months and removed if the problem no longer exists.

c. When formal discipline above a reprimand is proposed, the deciding official will generally be different and at a higher level of management than the official who proposed the disciplinary or adverse action.

d. Disciplinary or Adverse Actions must be consistent with applicable laws, regulations, policy, and accepted practice within the Agency and will be administered fairly and equitably.

e. If the Employer believes disciplinary or adverse action is necessary, such action will be initiated in a timely manner after the offense was committed or made known to the Employer.

f. Designation of Union Representation for an employee must be made in writing to the employee's supervisor.

g. When appropriate, the parties agree to consider alternative discipline. The parties also agree to the concept of progressive discipline, which is designed primarily to correct and improve employee behavior rather than punish; however, progressive discipline may not be appropriate in all situations.

Section 30.2-Oral Admonishments

An oral admonishment is the least severe penalty enforced in the Air Force discipline program. Supervisors may issue oral admonishments to correct minor misconduct or delinquency or to motivate employees to improve their work habits, work methods, or behavior. If an employee requests reasonable time for thought before responding, the supervisor shall honor the request, if possible. Supervisors will annotate the date they issued the oral admonishment on the Supervisor Employee Brief and request employee initial to acknowledge receipt of notice. At supervisory discretion, oral admonishments may be removed from an employee's file after a six (6) month period if the purpose of the discipline has been served. Oral admonishments will be removed from an employee's file after two (2) years.

Section 30.3-Reprimands or Suspensions of 14 days or less

- a. An employee against whom a reprimand or suspension is proposed is entitled to a reasonable notice. The notice will state the specific reasons for the proposed action. The Employer agrees the employee shall be given up to two (2) hours to review the evidence being used to support the notice of proposed reprimand and four (4) hours on a proposed suspension. Additional time may be granted on a case by case basis. Upon request, one copy of any document(s) in the evidence file will be provided to the employee or their designated representative.
- b. The employee or their representative may respond orally and/or in writing as designated in the proposal, generally within three (3) workdays for a reprimand, up to seven (7) workdays for a suspension from receipt of the proposed disciplinary action. The response may include written statements of persons having relevant information and/or appropriate evidence. Extensions for replying to proposed disciplinary actions may be granted for good cause.
- c. The management official will issue a written decision at the earliest practicable date. The written decision shall include the reason for the disciplinary action, a statement of substantiated findings, conclusions and a statement of the employee's appeal rights.
- d. Reprimands shall be removed from the Supervisory Employee Brief after two (2) years.

Section 30.4-Adverse Actions

- a. An employee against whom an adverse action is proposed is entitled to 30 days advance written notice, except when the crime provision has been invoked. The notice will state specific reasons for the proposed action. The Employer agrees the employee shall be given up to six (6) hours to review the evidence being used to support the notice of proposed adverse action. Additional time may be granted on a case by case basis. Upon request, one copy of any document(s) in the evidence file will be provided to the employee or their designated representative.
- b. The employee or their representative may respond orally and/or in writing as soon as practical but no later than seven (7) workdays from receipt of the proposed adverse action. The response may include written statements of the persons having relevant information and/or other appropriate evidence. Extensions for replying to proposed adverse actions may be granted when good cause is shown.

c. The management official will issue a written decision at the earliest practicable date. The written decision shall include the reason(s) for the adverse action, a statement of substantiated findings, conclusions and a statement of the employee's appeal rights. The decision will also advise the employee how long the action will be maintained in his/her file. Excluding removals, the employee shall be provided notice at least five (5) workdays prior to the effective date of the discipline.

Section 30.5–Formal Investigations

a. If during an investigation by the Employer, an employee reasonably believes the examination may lead to a disciplinary action, the employee has the right, by law, to request representation. Should the employee request representation; the Employer agrees to delay, for a reasonable period of time, further examination, questioning or action, until a representative can be present.

b. If the employee elects to be represented by a union representative, copies of all correspondence addressed to the employee will be furnished to the union representative. Designation of a representative must be made in writing and provided to the employee's supervisor. If the employee elects not to be represented by the Union, correspondence will be addressed only to the employee and designated representative, if any.

c. When the employee does not elect to have union representation, the Union will be permitted to have an observer present at the adverse action hearing without charge of leave. If the employee who requested the hearing objects to the attendance of the observer on the grounds of privacy, the examiner will determine the validity of the objection and make the decision on the question of the attendance.

d. Mission allowing, the Employer agrees to make witnesses who will be on duty status available to testify at hearings. Witnesses shall be free from restraint, interference, coercion, discrimination, and reprisal.

e. The service of a warrant or subpoena on a bargaining unit employee will be accomplished in reasonable privacy and in such a manner to minimize embarrassment to the employee.

Section 30.6-Last Chance Agreements

a. "Last Chance Agreements" refer to situations in which the Employer agrees to withhold taking a proposed adverse action on an employee in exchange for the employee agreeing to conform to certain conduct expectations for a set period of time. The understanding is that if the employee does not meet their obligation under the agreement, the Employer is free to reinstate the proposed adverse action.

b. Prior to offering an employee a Last Chance Agreement, the Union will be notified and given an opportunity to be present at any meeting in which the employee is offered such an agreement.

ARTICLE 31

NEGOTIATED GRIEVANCE PROCEDURE

Section 31.1-Purpose

- a. The purpose of this article is to establish a mutually acceptable procedure for prompt and equitable settlement of grievances.
- b. Nothing in this Agreement shall be construed as precluding discussion between a bargaining unit employee and/or their designated Union representative and the supervisor about a matter of concern.
- c. Once a matter has been made the subject of a formal grievance under this procedure, nothing in this Agreement shall preclude the Union and the Employer from attempting to informally resolve the grievance.
- d. The filing of a grievance by an employee will not reflect unfavorably on the employee or the supervisor.
- e. All meetings and communication in regard to a grievance or any attempt at resolution shall be made through the Union representative when the employee is represented.

Section 31.2

- a. An aggrieved employee shall be granted a reasonable amount of time, as determined by the supervisor, without charge to leave or loss of pay, subject to the procedures below, to process his/her grievance, to include time to secure advice on his/her rights and privileges, obtain information or assistance, prepare documents and present the grievance. The following procedures shall be used in obtaining this time:
 - b. The employee will obtain approval from his/her immediate supervisor before meeting with a Union representative. The supervisor should approve the request, unless there is a mission requirement that would temporarily delay the meeting, in accordance with Article 4 of this agreement.
 - c. If there is a mission requirement that would temporarily delay the meeting, the parties will arrive at a mutually agreeable time for the requested meeting.

Section 31.3

A grievance is defined as a complaint:

- a. By any bargaining unit employee concerning matters relating to the employment of the employee;
- b. By the Union concerning any matter relating to the employment of a bargaining unit employee; or

- c. By any bargaining unit employee, the Union, or the Employer concerning:
 - (1) The effect, interpretation, or a claim of breach of this agreement; or
 - (2) A claimed violation of a law, rule, or instruction affecting conditions of employment for bargaining unit employees.

Section 31.4

Excluded from the grievance procedure are matters involving:

- a. Employee furloughs through adverse action or reduction-in-force (RIF) procedures and employee separations or demotions through RIF procedures.
- b. Determinations of an employee's qualifications for a position.
- c. Alleged violation of an employee's rights contained in the Veteran's Employment Opportunities Act (VEOA) and the Uniformed Services Employment and Reemployment Rights Act (USERRA).
- d. Any claimed violation of Title 5 USC, Subchapter III of Chapter 73, relating to prohibited political activities.
- e. Retirement, life insurance, or health insurance.
- f. A suspension or removal under Title 5 USC, Section 7532, relating to national security.
- g. Any examination, certification, or appointment.
- h. The classification of any bargaining unit position which does not result in the reduction in grade or pay of a bargaining unit employee.
- i. Non-selection for promotion from a group of properly ranked and certified candidates in accordance with Article 20 of this agreement.
- j. Termination of a temporary promotion.
- k. Termination while serving under a time-limited appointment.
- l. Any decision on a suggestion.
- m. Proposed disciplinary or adverse action until the notice of final decision is issued.
- n. Any decision on a performance award.
- o. The reassignment or demotion of an employee to a non-supervisory position during the probationary period served by new supervisors.

- p. Separation actions taken on an employee serving a trial or probationary period.
- q. The content of published Air Force Instructions and policy after bargaining obligations are met.
- r. Revocation of eligibility for a security clearance and/or access to sensitive materials.
- s. The substance of performance standards/elements and a performance improvement plan.

Section 31.5

An employee alleging discrimination or affected by an action appealable to the Merit Systems Protection Board (MSPB) has the right to raise the matter under a statutory appeals procedure, MSPB or Equal Employment Opportunity (EEO), or the negotiated grievance procedure of this Agreement, but not both. For the purposes of this Section and pursuant to Section 7121(d) and (e)(1) of Title 5 USC, an employee shall be deemed to have exercised his or her option under this Section at such time as the employee timely files a notice of appeal under the applicable appellate procedure or timely files a formal grievance, in writing, in accordance with the provisions of this article. Whichever occurs first shall be deemed the employee's election to proceed in that forum.

Section 31.6

Time limits specified in this article may be extended only by mutual consent of the parties. Failure of the party against whom the grievance is filed to observe time limits at any step of the grievance will entitle the grievant to advance to the next step. Failure of a grievant to observe time limits at any step of the grievance may constitute abandonment of the grievance and the case may be closed.

Section 31.7-Representation

- a. An employee may elect to be self-represented or seek Union Representation. At the time of election, the Union will provide a written designation signed by the employee identifying the Union representative assigned to represent the employee in matters pertaining to the specific grievance.
- b. An employee may present a grievance without Union representation. In such cases, the Union will be notified in writing that a grievance has been filed and shall be given the opportunity to be present at all formal grievance meetings between the employee and the Employer. Upon written request, the Union shall be provided a copy of all bargaining unit grievance decisions. If an employee elects self-representation, the grievance shall proceed in accordance with the provisions of this article, and the employee is not entitled to Union representation at any of the steps.

Section 31.8-Grievance Procedures

- a. **Step 1:** A grievance must be presented within 10 workdays of the act or incident or from the date of which the employee or Union became aware of the grievance. The grievance will be presented to the immediate supervisor. The supervisor will have five (5) workdays to attempt to resolve the grievance informally (the Union will be notified to attend any discussions with the employee), or schedule a formal meeting. The formal meeting will include the supervisor, second-level supervisor, employee, and Union representative. The supervisor shall give a written decision on the grievance within five (5) workdays after the date of this meeting.

- b. **Step 2:** Should the employee or the representative be dissatisfied with the informal decision rendered at Step 1, the employee and/or the representative may present the grievance, in writing to his/her Squadron Commander or designee (or tenant equivalent) within 10 workdays. The written grievance must be signed by the grievant(s) or their representative and provide a statement on the specific nature of the grievance to include dates, times, and similar pertinent data along with the personal remedy being sought by the grievant. The Squadron Commander or designee will provide all parties a written decision on the grievance within 10 workdays of the request for review.

- c. **Step 3:** If satisfactory resolution of the problem is not obtained in Step 2, the grievant or union representative may request, within five (5) workdays after receipt of the decision in Step 2, that it be reviewed by the Group Commander or designee (or tenant equivalent). The Group Commander or designee will provide all parties a written decision of the grievance within 10 workdays of the request for review.

- d. **Step 4:** If satisfactory resolution of the problem is not obtained in Step 3, the grievant or union representative may submit a written request for review, within five (5) workdays after receipt of the decision in Step 3, to the Wing Commander or designee (or tenant equivalent). A written decision on the grievance will be provided to all parties within 15 workdays of receipt of the request for review. If a satisfactory resolution of the problem is not obtained in Step 4, either party may submit the grievance to arbitration as provided in Article 32 of this agreement.

Section 31.9

The Employer and Union agree that a grievance must be clearly defined in order to reach a satisfactory settlement. A grievance may not introduce new issues after Step 2 of the grievance procedure, without mutual consent of the parties.

Section 31.10-Disciplinary and Adverse Action Procedures

Grievances filed as a result of a formal disciplinary/adverse action will be filed at the step above the deciding official on the action in accordance with Section 31.8 of this article.

Section 31.11-Union and Employer Grievances

Disputes that arise between the local parties are encouraged to be informally resolved in a cooperative manner prior to filing a formal Union or Employer grievance. If a dispute remains unresolved, either party may file a written grievance following the procedures below:

a. In the case of a Union grievance, the Union files a written grievance with the appropriate Group or Tenant Commander within 15 workdays of the date of the occurrence or the date the Union became aware of the occurrence. Within 10 workdays, a written decision will be provided to the Union. If the grievance is not settled by this method, the Union may invoke arbitration. Nothing herein will preclude either party from attempting to settle such grievances at all levels.

b. In the case of an Employer grievance, the Employer files a written grievance with the Union President within 15 workdays of the date of the occurrence or the date the Employer became aware of the occurrence. Within 10 workdays, the Union President provides a written decision to the Employer. If the grievance is not settled by this method, the Employer may invoke arbitration.

Section 31.12-Grievability/Arbitrability

In the event either party should declare a grievance non-grievable or non-arbitrable, the parties agree to raise any questions of grievability/arbitrability issues in writing by Step 3 of the grievance procedure. In the event either party should declare a grievance non-grievable/non-arbitrable, the original grievance shall be considered amended to include this issue. All disputes of grievability/ arbitrability shall be referred to arbitration as a threshold issue in the related grievance in accordance with Article 32 of this agreement.

Section 31.13

The grievance procedures contained herein shall be the exclusive procedures available for resolution of grievances for employees in the bargaining unit and the parties hereto.

Section 31.14

If an employee resigns, dies, or is separated by any action other than removal before a decision is reached on a grievance being processed and no compensation is involved, action will be stopped and all interested parties will be notified the case is being closed without decision. A copy of the notification will be included in the case record.

Section 31.15

No representative of the Union will solicit grievances from employees.

ARTICLE 32

ARBITRATION

Section 32.1-Purpose

This article shall be administered in accordance with the Federal Service Labor-Management Relations Statute, Title 5, U.S. Code Chapter 71, and this Agreement. This article establishes the procedures for the arbitration of disputes between the Union and Employer, which are not satisfactorily resolved by the negotiated grievance procedure found in Article 31 of this Agreement. A referral to arbitration can be made only by the Union or the Employer.

Section 32.2-Preliminary Procedures

The Union or the Employer may invoke arbitration by serving written notice on the other party within 30 calendar days following receipt of a final decision under the Negotiated Grievance Procedure found in Article 31 of this agreement. The notice shall identify the grievance and shall be signed and dated by an authorized representative on behalf of the Party submitting the matter to arbitration.

Section 32.3-Selecting an Arbitrator

Within five (5) workdays after invoking arbitration, the Parties to the arbitration shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) by jointly submitting a completed FMCS Form R-43 "Request for Arbitration Panel." If one Party refuses to join in the request for arbitrators, the other Party may make a unilateral request to FMCS for a panel of arbitrators. A copy of the request to FMCS will be served on the other party. By providing a list of arbitrators, FMCS has not ruled on the arbitrability of the grievance. Within five (5) days from receiving the list of arbitrators from the FMCS, the Parties shall meet to select an arbitrator. If the Parties cannot agree upon an arbitrator, the Parties shall each strike one (1) name from the list alternately and then repeat the procedure until only one (1) name remains. The person whose name remains shall be selected as the arbitrator. The Party striking the first name shall be chosen by a coin toss. The cost of obtaining a list of arbitrators from the FMCS shall be shared equally by the Parties. The parties may mutually agree to utilize the previous list of Arbitrators provided by the FMCS. At any time, the Parties may obtain a new list of arbitrators from the FMCS by mutual consent. Upon request of the grieving Party (i.e., the Employer or the Union), the FMCS shall be empowered to make a direct designation of an arbitrator to hear the case in the event (1) either Party refuses to participate in the selection of an arbitrator; or (2) upon inaction or undue delay on the part of either Party.

Section 32.4-Computation of Time

In computing periods of time for the purpose of this article, the first day of counting will be the day after the day of issuance of a decision or deadline for a decision. If the last day in the count is a Saturday, Sunday, a legal holiday or a day other than a legal holiday when the employer's office is closed, the final date shall be the next regular work day.

Section 32.5-Coordination

Upon selection of the arbitrator, the Parties shall jointly communicate with the arbitrator and one another to select an agreeable date for the submission of motions and responses dealing with questions of arbitrability, if any, and establish a date for the hearing. Hearings over employee grievances shall take place at mutually agreed to location. Arbitrations will be held locally.

Section 32.6-Grievability/Arbitrability

The arbitrator has the authority to make all grievability and/or arbitrability determinations. Any allegations of grievability/arbitrability will be heard as threshold issues. If either Party raises an issue of grievability/arbitrability, the arbitrator will hear the merits of the underlying grievance and decide both issues together. If the arbitrator decides the threshold issue is grievable/arbitrable, the merits of the threshold issue will then be decided by the arbitrator. If the arbitrator decides the threshold issue is not grievable/arbitrable, the case will be considered closed and the arbitrator will not go into the merits. Upon mutual agreement of the Parties, issues arising under this section may be submitted to the arbitrator by brief, and decided prior to a hearing on the merits of the underlying grievance. There will be no separate hearing for grievability/arbitrability issues, except by mutual consent.

Section 32.7-Witnesses and Parties

The grievant(s), the grievant representative, and technical advisor, if any, and all employees identified as witnesses, who are in a duty status, shall be excused from duty and granted duty time to the extent necessary, to participate in the arbitration proceeding including preparation without loss of pay. Anytime a participant isn't actively involved in the process, they are expected (less travel time to/from duty location) to be at their duty location. The Union will supply the Labor Relations Officer a list of employees and participants as soon as possible to facilitate planning for release from duty. In those instances when a witness cannot be made available on the day required, the arbitration may be postponed.

Section 32.8-Authority of Arbitrator

The arbitrator's decisions shall be final and binding subject to the Parties' right to take exceptions to an award in accordance with law, or the grievant's right, if applicable, to initiate court action. However, the arbitrator shall be bound by the terms of this Agreement and shall have no authority to add to, subtract from, alter, amend or modify any provision of this Agreement. The arbitrator may retain jurisdiction over a case when necessary to clarify the award, and will retain jurisdiction in all cases where exceptions are taken to an award and the Federal Labor Relations Authority sets aside all or a portion of the award.

Section 32.9-Arbitrator's Award

The arbitrator shall render a written decision not later than 30 days after the conclusion of the hearing unless the Parties mutually agree to extend this time limit. If no exception or other appropriate legal action is filed within the time limit established by statute and/or Federal Labor Relations Authority (FLRA) regulation, the award is final and binding. The appropriate Party

will immediately take the actions required by the final award within 31 days after it becomes final and binding, except as provided by the Award.

Section 32.10-Ex Parte Communication with Arbitrator

There will be no case specific communication with the arbitrator unless both Parties are included in the communication.

Section 32.11-Costs of Arbitration

The Parties agree to share equally the cost of regular fees, including reasonable travel expenses of the arbitrator selected to hear the case. The cost of a reporter or transcript, if used, shall be shared equally by the Parties if it is mutually agreed by the Parties to have one, or where requested by the arbitrator. Absent mutual agreement, either Party may unilaterally request that a transcript be prepared but must bear all costs incurred in its preparation. If, prior to the arbitration hearing, the Parties resolve the grievance, any and all cancellation fees shall be borne by the party proposing the settlement. If a Party requests postponement, that Party shall bear the full cost of any rescheduling fees or postponement fees.

Section 32.12-Attorney Fee's

Attorney fees will be awarded in accordance with law, rule and regulation.

ARTICLE 33

OFFICIAL RECORDS AND FILES

Section 33.1

Personnel records will be collected, maintained, and retained in accordance with law, rule or regulation and this Agreement.

Section 33.2-Access/Security

- a. The Supervisor Employee Brief (folder) is confidential and will be maintained in a secure file. Only the employee, employee's authorized representative, employees of the Civilian Personnel Office, and officials designated by law or instruction, with an official need to know, will have access to records of the employee. Employees, or their representative(s) designated in writing, may receive copies of documents from the Supervisor Employee Brief.
- b. Employees shall be advised of the nature and purpose of their Supervisor Employee Brief and of their right to view these records upon request.
- c. Upon appropriate request by the employee or Union representative, established timelines will be adjusted in accordance with number of days taken to receive employee records from the Employer.

Section 33.3- Maintenance

- a. When the Employer adds information to the Supervisor Employee Brief, it will be done in a timely manner in accordance with Air Force Instructions. Employees will be asked to initial entries and/or other pertinent documents when they are entered into the file. An employee's initials acknowledge awareness of the entry and not necessarily agreement with the entry.
- b. The employee shall have the right to prepare and enter a concise statement of disagreement with any document in the Supervisor Employee Brief. Nothing in this Section shall negate an employee's rights.
- c. Incorrect or omitted information identified and verified in an employee's record will be corrected.
- d. Records of oral admonishments, reprimands, suspensions and similar official disciplinary actions found to be unjustified will be purged from the Supervisor Employee Brief and the Electronic Official Personnel Folder (EOPF). Materials will be purged annually from the Supervisor Employee Brief in accordance with applicable rules and instruction and this agreement.

Section 33.4-Supervisor Personal Notes

- a. Supervisors who keep personal notes or memory joggers on employees under their supervision will ensure that these notes are:

(1) Absolutely uncirculated--they cannot be reviewed by anyone else except appropriate officials with a legitimate need to know

(2) Maintained in secure location in order to prevent inadvertent disclosure;

(3) Destroyed when the supervisor leaves the position.

b. Supervisor's personal notes may not be used to support any disciplinary action to an employee unless such note(s) have been shown to the employee in a timely manner (within six months of the documented incident) prior to the action proposed with a copy provided to the employee.

ARTICLE 34

EMPLOYEE ASSISTANCE PROGRAM (EAP) AND EMPLOYEE RESOURCES

Section 34.1

- a. The employer recognizes that many work and home life issues such as alcohol, medical, substance abuse, gambling, parenting, grieving, domestic issues, child and elder care, behavioral, financial, and other problems can interfere with an employee's job performance. To assist employees with these issues, the Employer agrees to offer resources which may include, but are not limited to: money management, parenting skills, marriage enrichment seminars, alcohol and substance abuse assessment, and Chaplain Services. The employer shall publicize available employee assistance resources using various methods to include supervisory training, brochures, electronic news, and websites.
- b. The parties agree that no stigma or reprisal shall be associated with employees utilizing the Employee Assistance Program (EAP).

Section 34.2

The Employee Assistance Program (EAP) provides free and confidential consultation, short-term problem solving, coaching, and crisis management 24 hours a day, seven (7) days a week. Confidentiality is in accordance with law, rule or regulation, including the Privacy Act of 1974 and applicable Confidentiality Regulations (42 CFR 1A2). However, disclosure of life-threatening situations such as child or elder abuse, or threats of serious harm to self or others, must be reported by the Employee Assistance Program counselor as provided by law.

Section 34.3

The employer or Union may recommend or the employee may voluntarily participate in available employee assistance resources to include, but not limited to: money management, parenting skills, marriage enrichment seminars, and Chaplain Services.

Section 34.4

The employer will grant official duty time, based on mission and workload requirements, for initial consultation with employee assistance resources but no more than three (3) hours per week, subject to any limitation in law effecting use of administrative leave (See Article 40). This duty time will be counted towards the health and wellness (fitness) hours allowed per week. Employees must notify supervisors, as soon as practicable, to request time to attend employee assistance appointments. Employees requesting more than three (3) hours per week to utilize employee assistance resources or physical fitness will submit a leave request for all time in excess of three (3) hours per week.

Section 34.5-Child Care

Child care is available to employees through the Offutt AFB Child Development Centers or through licensed family child care providers. All fees are determined by the Military and Child

Care Act of 1989 (Public Law 100, Section 1504) and the Military Child Care Act of 1996. For additional information on child care resources and availability contact the Child Development Centers. Upon an employee's request the Employer will provide inquiring employees with current listings of qualified licensed childcare resources in the immediate area.

Section 34.6-Chaplain Services

Chaplain services are available to employees throughout Offutt AFB. For additional information on chaplain services and resources contact the Offutt AFB Chapel.

ARTICLE 35

ALCOHOLISM AND DRUG ABUSE

Section 35.1

The parties recognize alcoholism and drug abuse as illnesses, which are treatable. It is also recognized that it is for the best interests of the parties that these illnesses be treated and controlled under law, rule or regulation. Nothing in this article will conflict with the Air Force Civilian Drug Testing Plan (AFCDTP) and Article 36 of this agreement. Any conflicts will be resolved in favor of the AFCDTP and Article 36 of this agreement.

Section 35.2

The Employer will provide for the referral of an employee to a counselor, in the Employee Assistance Program or if applicable, the Alcohol and Drug Abuse Prevention Team (ADAPT) office, for problems involving suspected abuse of drugs or alcohol. Any employee who participates in this program will be entitled to the rights and benefits of those who are sick in addition to the services, counseling, and assistance which this program may provide.

Section 35.3

It shall be the responsibility of supervisors to follow the Alcohol and Drug Abuse policy and procedures. Referrals must be made on an objective and factual basis rather than on any unsupported assumptions or judgments of the supervisor. However, an employee is required to contact the Employee Assistance Program in the timeframe set by the Employer or if applicable, to keep an ADAPT appointment made for them by their supervisor. Confidentiality of records, including the identity, diagnosis, and prognosis, and/or treatment of any employees, will be preserved in accordance with law, rule or regulation.

Section 35.4

Nothing in this article will prevent an employee from availing themselves of Employee Assistance Program (EAP) services on their own initiative.

ARTICLE 36

DRUG TESTING

Section 36.1-General

The Employer agrees that the establishment and administration of its drug abuse-testing program will be done in strict compliance with the US Constitution law, rule or regulation and this agreement. For the purposes of this agreement, the statement “rule or instruction” shall mean those rules or instructions of the Office of Personnel Management (OPM), the Department of Health and Human Services (HHS), other government-wide instructions, and those of the Air Force including the Air Force Civilian Drug Testing Program (AFCDTP).

Section 36.2-Types of Drug Tests

- a. The parties agree testing referred to by the term “drug test” usually means urinalysis. Blood testing will be required only when unusual circumstances dictate; for example, an employee involved in an accident that is comatose.
- b. The Air Force program includes the following types of tests:
 - (1) Applicant testing;
 - (2) Random testing of employees in, or applicants for, sensitive positions identified as Testing Designated Positions (TDPs);
 - (3) Reasonable suspicion testing;
 - (4) An accident or mishap in accordance with law, rule or regulation;
 - (5) Voluntary testing;
 - (6) Testing as part of or as a follow-up to counseling or rehabilitation.
- c. Nothing in this agreement shall preclude the Employer from requiring other drug tests as determined appropriate by the circumstances.

Section 36.3-Notification to Employees

Employees will be informed of the AFCDTP and its requirements. The notification is done by the issuance of a 60-day general notice to all employees. Employees will receive a 30-day notice letter before becoming subject to random testing. This notice will include the following information:

- a. A statement the employee is subject to random drug testing;
- b. The consequences of a positive result;

- c. The consequences of a refusal to cooperate, including possible adverse action(s);
- d. Of any opportunity for the submission of supplemental medical documentation to support the legitimate use of a specific drug;
- e. Of the availability of drug abuse counseling and referral service. The Employer will normally notify an employee selected for testing through the employee's supervisor or designee. Notifications will occur the same day the test is scheduled, normally within two (2) hours of the scheduled testing, time permitting. The notification will be done in private.

Section 36.4-Elements of Testing Procedures

The Employer agrees that the following procedures will be utilized, subject to law, rule, or regulation, to assure drug testing is reliable and employee concerns are recognized:

- a. Upon direction of management, designated employees will report to the designated location to be tested.
- b. Designated test area will be sanitary and provide the employee with reasonable privacy. Collection site personnel, of the same gender as the employee tested, shall observe the employee when providing the urine specimen when there is evidence or reason to believe the employee may alter or substitute the specimen.
- c. The Employer agrees to ensure that drug testing for affected employees is performed by qualified drug testing personnel as provided for by law, rules, and instructions referred to in Section 36.1.
- d. All presumptive positive results will be confirmed in accordance with law, rule or regulation. An employee may provide medical evidence to rebut a positive test result.
- e. The results of a positive drug test considered to be adverse to the employee may result in a number of management decisions. An employee found to use illegal drugs will be referred for substance abuse counseling and rehabilitation, and, if the employee occupies a TDP, must not be permitted to remain in that position. At the discretion of the activity commander, however, and as part of rehabilitation, an employee may return to duty in a TDP if the employee's return would not endanger public health, safety, or national security. The supervisor will initiate disciplinary action against any employee found to use illegal drugs. The severity of the disciplinary action taken will depend on the circumstances of each case and will be consistent with the Executive order. This encompasses the full range of disciplinary actions, including removal.

Section 36.5-Confidentiality and Safeguarding of Information

- a. All samples will be subject to a strict chain of custody as provided for in the AFCDTP and governing instructions.
- b. Results of a drug test of an employee may be disclosed to:
 - (1) MRO;

(2) To the Demand Reduction Program (DRP) Manager, Employee Assistance Program or if applicable, the Alcohol and Drug Abuse Prevention Team (ADAPT) in which the employee is receiving counseling or treatment or is otherwise participating;

(3) To any supervisor or management official within the Air Force having authority to take adverse personnel action against such employee. Management official includes any management or government official whose duties necessitate review of the test results in order to process disciplinary or adverse personnel actions or security actions against the employee.

(4) To a court of competent jurisdiction or where required by the US Government to defend against any challenge against any adverse personnel action;

(5) In addition, test results with all identifying information removed will also be made available to Air Force personnel, including the Program Coordinator (PC) for data collection and other activities necessary to comply with the AFCDTP.

- c. All records will be maintained in accordance with the AFCDTP and applicable instructions.
- d. An employee who is subject to a drug test will, upon written request, be given access to any records relating to the employee's drug test as provided for in the AFCDTP. An applicant who is the subject of a drug test will be entitled to this information only to the extent as allowed for in the AFCDTP.

Section 36.6-Counseling and Rehabilitation

- a. An employee found to use illegal drugs will be referred for substance abuse counseling and rehabilitation.
- b. The Employee Assistance Program (EAP) will provide substance abuse evaluation and referral services to all employees referred by their supervisor or on self-referral, and otherwise offer employees the opportunity for substance abuse counseling and rehabilitation through referral agencies. The parties recognize that if the Employee Assistance Program (EAP) is unavailable, the ADAPT office is established as the base provider of the Employee Assistance Program (EAP).

Section 36.7-Consent Forms

Employees in a TDP will be asked to acknowledge, in writing, they have received and read the notice identifying their position as designated for random drug testing and that refusal to submit to testing will result in initiation of disciplinary action up to and including removal. The employee's signature on such documents will merely signify notice and understanding of the terms of the document.

Section 36.8-Official Time

- a. A union representative will be granted official time while representing the employee when such representation is warranted pursuant to an official investigation.
- b. A union representative shall not be present when the Medical Review Officer affords an opportunity to an employee to discuss the results of his or her drug test. It is agreed that such discussions between the MRO and the employee will be treated as a medical discussion rather than as an examination or investigation under the Federal Labor-Management Relations Statute.

Section 36.9-Voluntary Testing Program

Employees not in TDP's may volunteer for unannounced random testing by notifying the DRP Manager.

ARTICLE 37

SMOKING

Section 37.1

Air Force policy on tobacco use is aimed toward minimizing the adverse impact of tobacco use on health, mission readiness, and unit performance. It is the desire of both parties to provide a smoke-free work environment at Offutt AFB and maintain a balance for those who choose to use legal tobacco products.

Section 37.2

In accordance with law, rule or regulation, the parties agree to the following:

- a. Tobacco products include, but are not limited to, cigars, cigarettes, electronic cigarettes (e-cigarettes), stem pipes, water pipes, hookahs, and smokeless products that are chewed, dipped, or sniffed.
- b. Use of tobacco products is prohibited in all buildings, government vehicles, and sidewalks.
- c. Tobacco products are authorized to be used only in Designated Tobacco Areas (DTAs) and Personally Owned Vehicles (POVs) on Offutt main base which are parked a minimum of 50 feet from facility entry/egress or air intake ducts.

Section 37.3

Any changes to DTAs, or the establishment of a new DTA, must be submitted to the Union President and Labor Relations Officer for consideration. The Union President and Labor Relations Officer may consult with the Joint Labor Management Committee. The Union President and Labor Relations Officer will maintain a list of designated DTAs.

Section 37.4

The users of DTAs will be responsible for cleaning the areas. Failure to keep DTAs clean can lead to their elimination.

Section 37.5

Child care facilities and playgrounds shall be smoke free.

Section 37.6

Participation in smoking cessation classes will be offered to employees on duty time. Efforts will be made to ensure that once employees enroll in smoking cessation classes, they will be allowed to continue. No DTA restrictions shall apply to the use of nicotine gum or nicotine patches, unless prohibited by law, rule or regulation.

ARTICLE 38

HEALTH AND SAFETY

Section 38.1-Purpose

The parties recognize that maintaining a safe and healthy work environment is the result of a joint effort by all concerned, the Employer, the Union, and all employees. To this end, the Employer will provide occupational safety, fire prevention, and health training for all bargaining unit employees through briefings and safety meetings as needed for employees to safely perform the duties assigned.

Section 38.2-Union Management Cooperation

The Employer and the Union agree to cooperate in efforts to eliminate safety and health hazards and promote safety at all levels according to the following requirements and principles:

- a. The Employer will maintain to the maximum extent practicable a work place and working conditions free of recognized and identified health or safety hazards for bargaining unit employees under applicable laws, executive orders, and higher Air Force instructions.
- b. The Union will enhance the efforts of the Employer in matters of health and safety by encouraging employees to work safely and use protective equipment required by the Employer.
- c. The Employer will advise the Union President of the names of those Offutt AFB program managers with responsibility for occupational safety, fire prevention, and health concerns. The organization being inspected will notify the Union President or his/her designee of all annual safety inspections and routine and/or special occupational surveillance (in accordance with Air Force regulation) to be conducted by Base Safety or Bioenvironmental Engineering. The Union may then appoint a representative in that organization to be inspected to go on the inspection.
- d. The parties will participate in the Offutt AFB Environmental Safety and Occupational Health Council (ESOHC). The Union will be notified of the date, time, and place of the Council meetings and will have one Union representative at the meetings. Time permitting, the Union will provide the name of the Union official who will attend the meeting to the Labor Relations Officer prior to the meeting date. Attendance at the meeting will be charged to official time if otherwise in a duty status.
- e. The parties agree to utilize the Joint Labor-Management Committee as a means of resolving questions or problems relating to health and safety as provided by Article 5 of this agreement and Section 3 below.
- f. Any bargaining unit employee is free from any restraint, reprisal, or interference in reporting unsafe or unhealthy conditions to the proper authorities. Further, should the employee making such a report wish to remain anonymous, his or her identity will not be released by the official receiving the report.

Section 38.3- Procedures for Resolving Health and Safety Complaints:

- a. Any bargaining unit employee or Union representative is expected to report unsafe or unhealthy working conditions. This may be reported to the supervisor or directly to the Ground Safety, Bioenvironmental Engineering, or Fire Department.
- b. The Employer and the Union agree that temperature extremes and unsafe working conditions such as fumes, dust and construction hazards cause an adverse work environment. The Employer shall take appropriate measures to improve or correct the work environment as soon as possible. The Union will be informed of efforts to resolve the issue. When problems persist, the Employer shall utilize the following options where appropriate:
 - (1) Space heaters or fans
 - (2) Relocation of employees to alternative duty locations
 - (3) Work schedule modifications
 - (4) Liberal leave
 - (5) Medical Accommodations
 - (6) Flexible Casual Dress (appropriate for work center)
- c. If the employee's concern is not resolved, the employee may file a written report using the Air Force Form 457, USAF Hazard Report. After the investigation conducted under Air Force Instructions is completed, the employee will be provided a final written response through the employee's organization.
- d. When an inspection is conducted in response to a report, the Union may designate a representative to accompany the inspector. In cases where there is an imminent danger or in cases of emergency, the Union will be notified and a representative may be present in a safe area. However, the inspector is under no obligation to delay the inspection if a Union representative is not available. If a hazard exists, a notice will be posted at or near the location of the hazard and shall remain until the hazard is corrected.
- e. If the report is still not resolved, the Union can raise the matter for further consideration by the Joint Labor-Management Committee under the procedures in Article 5 of this agreement. Depending on the nature of the report, either a representative of Ground Safety, Bioenvironmental Engineering, or the Fire Department will attend the meeting to explain to the committee the actions taken to resolve the matter. The Joint Labor-Management Committee will convene at the written request of either party within five (5) workdays of the request. The request for the meeting will state the nature of the complaint, so that the other party has an opportunity to investigate the matter.
- f. Within 10 workdays after the meeting conducted in e above, the Union may refer the matter to the appropriate Commander in accordance with Article 31 of this agreement. If still not resolved, the Union may pursue the matter further.
- g. An employee or group of employees, who believe they are being required to work under conditions which are unsafe or unhealthy beyond the normal hazards inherent to the operation in question, shall have the right to file a grievance under the negotiated grievance procedure.

Section 38.4-First Aid

The Employer agrees to provide first-aid treatment for an on-the-job injury and/or serious illness, which occurs during working hours. Regular services provided by existing health programs for employees in the bargaining unit will continue if allowed and/or required by applicable instructions. Additional services may be recommended by the Union in an effort to keep employees on the job and to reduce absenteeism.

Section 38.5-Personal Protective Equipment (PPE)

a. Personal protective equipment, when necessary and required by the Employer under Air Force Instruction, will be furnished by the Employer and used by the employees. The Union may recommend new protective clothing or equipment and/or modifications to existing equipment for consideration by the Joint Labor Management Committee. Government provided Personal Protective Equipment (PPE) is the government's property and shall be utilized when performing government duties only.

b. Prescription eyewear, if needed, will be provided by the employer. Employees may choose from authorized options with a private optometrist prescription. Costs exceeding work center agreements will be borne by the employee.

c. Safety boots will be furnished by the employer upon initial assignment to a work center requiring them and as required when un-serviceable. Employees may choose from authorized options which are suited for their duty requirements. Costs exceeding work center agreements will be borne by the employee.

Section 38.6-Extreme Climate Conditions

Working conditions in non-climate control environments will be maintained in accordance with Air Force regulation.

Section 38.7-Accident Reporting

All accidents will be reported according to applicable law, Air Force Instruction and this article. With the filing of compensation forms, it shall be the responsibility of the supervisor to ensure that the employee is advised of his or her rights and benefits under the Worker's Compensation laws. (See Article 39 of this agreement)

Section 38.8-Safety and Health Check for Employees in Isolated Areas

The supervisor, or his/her designee, will perform periodic safety and health checks when an employee is working alone in an isolated area. Work will not be performed when there is reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm, coupled with a reasonable belief that there is an insufficient time to seek effective redress through normal hazard reporting and abatement processes.

Section 38.9-Use and Handling of Hazardous Materials

All hazardous chemicals/materials will be labeled and employees required to use these chemicals/materials will be instructed on proper use and handling of such chemicals/materials as outlined in Hazard Communication Standard and Offutt AFB Supplement to current AFOSH Standards. No employee will be required to work with asbestos laden materials without proper training. Questions or concerns will be directed to wing safety.

ARTICLE 39

WORKERS COMPENSATION (OWCP)

Section 39.1-Management Responsibilities

- a. The Employer will ensure employees are provided a safe and healthful work environment that complies with the DoD safety and health policies. In the administration of this Agreement, the Parties shall be governed by law, rule or regulation.
- b. The Union President or designee will be invited to the quarterly safety meeting, which addresses workers compensation injuries.

Section 39.2-Reporting Requirements

When an employee is injured in the performance of their duties, the employee will immediately report the injury to their supervisor or if unavailable appropriate management official. If an employee is prevented from reporting due to the severity of the injury, anyone, such as a friend, relative, co-worker or supervisor may report the injury for the employee. Employees in a TDY status should report job related injuries to their supervisor by the best available means.

- a. The supervisor will provide the employee information on rights and responsibilities when injured at work to assist with submitting a claim through the ECOMP website. Supervisors and employees can obtain additional information from the Civilian Personnel Office (CPO) or the Air Force Personnel Center Injury Compensation (AFPC IC) Office.
- b. Following a traumatic injury emergency transportation/rescue services will be provided through local emergency services if required.
- c. When an employee sustains a work-related traumatic injury requiring medical examination, medical treatment, or both, the Employer shall issue Form CA16 within four (4) hours of the claimed injury. If the Employer gives verbal authorization for such care, a Form CA16 will be issued within 48 hours. The Employer is not required to issue a Form CA16 more than one (1) week after the occurrence of the claimed injury if medical advice has not been sought. The Employer may not authorize examination or medical or other treatment in any case that OWCP has disallowed. (Ref: 20 CFR Part 10.300)
- d. Form CA16 authorizes treatment for 60 days from the date of issuance, unless OWCP terminates the authorization sooner. (Ref: 20 CFR Part 10.300)
- e. The Employer will advise the employee of their right to initial choice of physician.

Section 39.3-Filing Claims

- a. Employees will initiate a CA-1/Traumatic Injury or a CA-2/Occupational Disease claim form through the Department of Labors' (DOL) ECOMP website: www.ecomp.dol.gov. First time users must establish a username and password. The employee will complete an OSHA 301 first, then choose either the CA-1 or the CA-2, as appropriate. If an employee does not have access to

a computer (work, home or other public site), a form will be requested from the supervisor or the AFPC Injury Compensation (IC) Office. The employee will complete page 1 of the form & fax or mail the form to the AFPC IC Office to put into ECOMP for the employee. The CA-1 or CA-2 form must be filed within 3 years of the date of injury or date of last exposure.

b. Supervisors shall not discourage employees from filing a workers compensation claim. If management receives information that questions the validity of the claim, they will notify Air Force Personnel Center Injury Compensation (AFPC IC) Office and a copy of their statement will be given to the employee.

c. The Air Force Personnel Center Injury Compensation (AFPC IC) Office is available to assist employees to ensure all required procedures are accomplished.

Section 39.4-Continuation of Pay (COP)

Continuation of pay (COP) is an extension of regular pay for up to 45 calendar days from the date of traumatic injury. A 'traumatic injury' is a condition of the body caused by a specific event or incident, or series of events or incidents, within a single workday or shift. To be eligible for COP, the Form CA-1 must be filed within 30 days of the traumatic injury. COP is paid for traumatic injury claims unless controverted by the Employer and upheld by OWCP after employee appeal rights have been exhausted. In the event the claim is denied by OWCP, the employee can choose to have the time converted to annual, sick or leave without pay.

Section 39.5-Employee Medical Restrictions

a. Form CA-17 will be completed by the supervisor along with the employee and the employee's representative, if designated, to state the work requirements of the employee's current position. The employee will take the Form CA-17 to their attending physician for input. Based on the employee's work-related injury or illness, the employee's physician may place limitations or restrictions on the tasks the employee can perform or the conditions to which the employee can be exposed.

b. The Employer will make every effort to accommodate these limitations or restrictions, either by adjusting the duties of the employee's current job or detailing/reassigning the employee to another compatible position.

c. In the event medical evidence determines a disability prevents an employee from returning to their current position, the Employer may offer the employee a position meeting the physician's medical limitations and/or restrictions:

(1) The offer can be made by telephone, but must be confirmed in writing within two (2) working days.

(2) The offer will include a description of the duties of the position and the physical requirements of those duties.

(3) The offer will include the date by which the employee is either to return to work or inform the Employer of their decision to accept or refuse the job offer.

Section 39.6-Monitoring of Medical Care

a. The employee's supervisor will not contact an employee's physician. Pursuant to OWCP regulations, the Air Force Personnel Center Injury Compensation (AFPC IC) Office may contact the physician concerning the employee's work limitations or restrictions to advise of any light duty assignments available and their specific requirements. The Employer will abide by HIPPA and Privacy Act regulations.

b. The Employer will not ask the employee to provide a copy of Form CA-20, Attending Physician's Report, unless the employee requests assistance from Workers Compensation Specialist from the Air Force Personnel Center Injury Compensation (AFPC IC) Office. This form can be sent by the physician or employee directly to Air Force Personnel Center Injury Compensation (AFPC IC) Office.

ARTICLE 40

CIVILIAN PHYSICAL FITNESS PROGRAM

The Employer and Union will support and encourage the Civilian Physical Fitness Program.

Section 40.1

Air Force full and part-time BUE's shall be allowed to voluntarily participate in physical fitness program in accordance with law, rule, or regulation.

Section 40.2

Employee must submit a request to participate in the civilian physical fitness program to their first level supervisor in accordance with Air Force Policy. Request sheets must be filed in the employee's supervisory record.

Section 40.3

Supervisors will have the authority to revoke participation privileges if any abuse is identified and not promptly corrected.

Section 40.4

Scheduling for participation must be accomplished through the employee's first level supervisor in advance. Supervisors may disallow participation for short periods of time due to mission requirements and/or vary the times the employee may participate.

Section 40.5

Subject to applicable law, unused periods cannot be banked and carried over to the next week. Periods used per week include time for changing clothes, showering, and travel to/from the fitness or Employee Assistance Program location. On base facilities will be utilized when participating in physical fitness.

Section 40.6

The Union will be provided advance notice of changes to the fitness program/policy.

ARTICLE 41

NEW EMPLOYEE ORIENTATION

Section 41.1

The Employer agrees to provide the Union bi-weekly, via email, with new Bargaining Unit Employee (BUE) names, job titles, duty email if available and unit of assignment (i.e. 55 CES), along with immediate Supervisor's name, duty phone number and email information.

Section 41.2

- a. The Union will make arrangements with the new BUE or Supervisor to schedule a date/time for a thirty (30) minute orientation to introduce themselves and inform them of their availability for representational functions. Arrangements will be in close proximity of the employee work center if there is available space. If space is unavailable, the orientation will be held in the Union office.
- b. Release of the new employee to attend this meeting is based on mission requirements. If the new employee cannot be released, the Supervisor and Union will arrange a new date/time that does not interfere with the mission. Supervisors will not arbitrarily deny the request.
- c. In effort to utilize time efficiently, the Union may schedule a monthly orientation to incorporate multiple new employees. Time and location will be arranged with the parties involved within close proximity of the employee's work centers. If no space is available, it will be held in the Union office. If a monthly orientation is held with multiple new BUEs, the orientation will most likely last longer than the thirty (30) minute individual orientation but will not exceed one (1) hour.
- d. Employees will be provided duty time to attend orientation. A reasonable amount of duty should be authorized to get to the location of the meeting, thirty (30) minutes for an individual orientation or up to one (1) hour for a group orientation, and reasonable time to return to their work center.

Section 41.3

New employees should not fear penalty or reprisal for attending Union New Employee Orientation. Employees also have the right to refrain from attending the orientation if they chose to do so. Supervisors will not influence the employee's decision.

ARTICLE 42

DURATION OF THE AGREEMENT

Section 42.1-Duration

This agreement will remain in effect for three (3) years from the date of approval by the agency designated approval authority in accordance with applicable law. If neither party wishes to renegotiate the agreement, the agreement shall be renewed for a three (3) year period and will continue to renew itself every three (3) years thereafter; subject to Agency Head Approval.

Section 42.2-Timeframes for Intent to Negotiate

If either party provides written notice of intent to renegotiate the agreement not more than 105 nor less than 60 days prior to the expiration of this agreement the parties agree to engage in negotiations no later than 30 days prior to the expiration of the agreement. Once negotiations have begun, the current agreement shall remain in effect.

Section 42.3-Clarification of Agreement

If a dispute arises regarding the meaning or interpretation of language contained in this Agreement, the Parties will meet and may mutually agree to modify existing or add new language to clarify its meaning.

Section 42.4-Modifications/Amendments

Amendments or supplements to this agreement will be executed and approved in the same manner as this basic agreement.

Signed on 7 March 2018

FOR OFFUTT AFB:

FOR AFGE LOCAL 1486:

Commander, 55 WG

President
AFGE, Local 1486

CONTRACT NEGOTIATING TEAM

EMPLOYER

UNION

Chief Negotiator

Chief Negotiator

Member

Member

APPROVED BY THE DEPARTMENT OF DEFENSE ON: April 6, 2018