

## PREFACE

Experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them

- a. Safeguards the public interests;
- b. Contributes to the effective conduct of public business; and
- c. Facilitates and encourages the amicable settlement of disputes between employees and their employers involving conditions of employment.

The public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operation of the government. Therefore, labor organizations and collective bargaining in the civil service are in the public interest.

It is the purpose of 5 USC Chapter 71 to prescribe certain rights and obligations of the employees of the Federal Government and to establish procedures which are designed to meet the special requirements and needs of the Government. The provisions of this chapter should be interpreted in a manner consistent with the requirement of an effective and efficient Government. (Chapter 71 of Title 5 of United States Code)

Now, therefore, this Collective Bargaining Agreement, the provisions of which are applicable only to the employees of the bargaining unit, is entered into by and between the Commander, 5th Bomb Wing, Minot Air Force Base, North Dakota, hereinafter referred to as the Employer, and the American Federation of Government Employees Local 4046, hereinafter referred to as the Union.

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## **ARTICLE I**

### **RECOGNITION AND UNIT DETERMINATION**

**SECTION A.** The Employer hereby recognizes that the Union is the exclusive representative of the employees in the unit (as defined in the Section B below). The Union recognizes its responsibility for representing the interests of all such employees without discrimination and without regard to Union membership with respect to grievances, personnel policies, practices, and working conditions. Nothing herein will require any or all employees to join the Union.

**SECTION B.** The Union was granted exclusive recognition for the bargaining unit by letter dated 18 April 1991. The bargaining unit consists of all permanent and temporary general schedule (GS) and federal wage system (FWS) employees serviced by the Civilian Personnel Office (CPO), Minot Air Force Base.

**SECTION C. EXCLUDED:** Employees paid from non-appropriated funds, supervisors; management officials; and employees described in 5 USC 7112 (b) (2) (3) (4) (5) (6) (7) (c) (1) (2).

## **ARTICLE 2**

### **DEFINITIONS**

1. Adverse Action: Removal, suspensions over 14 days, furlough for 30 days or less, reduction in grade or pay.
2. AFPC: The Air Force Personnel Center located at Randolph AFB TX.
3. Alternative Work Schedule (AWS): Compressed work schedules or flexible work schedules, 5 USC 6121 definitions.
4. Authorized Representative: Representative selected by employee to assist or act on his/her behalf. Must be designated in writing by the employee.
5. Basic Workweek: Days and hours of the administrative workweek which make up the employee's regularly scheduled 40-hour workweek.
6. BEST: Benefits and Entitlements Servicing Team.
7. Civilian Personnel Office (CPO): Personnel Office located on the installation providing limited servicing and liaison.
8. Employee Newsletter/Communication will be sent out periodically.
9. Consult/consultation: Management notification to the Union of a proposed action in order to allow discussion between the parties.
10. Contracting out: Management decision to determine the appropriate method of operation for a commercial activity (CA). May result in a contractor assuming the function or continued in-house performance of the CA.
11. Days: Work days falling between Monday-Friday when the CPO is open.
12. Disciplinary action: An action taken by Management to correct an employee's delinquency or misconduct. Included are oral admonishments, reprimands, suspensions, removal and, in some cases, reduction in grade and pay.
13. Employer: Commander, 5th Bomb Wing, Minot AFB ND.
14. Federal Wage System (FWS): Wage employees, i.e. Wage Grade (WG), Wage Leader (WL), Wage Supervisor (WS).
15. First Level Supervisor: A supervisor serving at a level under which there are no subordinate supervisors; normally the immediate supervisor.

16. **Formal Discussion:** Formal Discussion between one or more representatives of the agency and one or more bargaining unit employees concerning any grievance, personnel policy or practice, or other general condition of employment.
17. **Grievance:** A request submitted for adjustment relative to a matter of personal concern or dissatisfaction regarding conditions of employment.
18. **Impact and Implementation Bargaining:** Bargaining over negotiable procedures used to implement Management rights/decisions adversely impacting conditions of employment as stated in Chapter 71 of Title 5 of United States Code.
19. **Negotiations:** Bargaining by representatives of the Employer and the Union on issues relating to conditions of employment as appropriate under Chapter 71 of Title 5 of United States Code.
20. **OPF:** The electronic version of an employee's Official Personnel Folder found on the AFPC website.
21. **Past Practice:** Those customs, traditions and policies which have become an integral part of working conditions.
22. **Official Duty Time:** An employee's scheduled tour of duty, excluding unpaid meal period.
23. **Outsourcing:** Synonymous with contracting out.
24. **Professional Series:** Those series included in the Group Qualification Standard for Professional and Scientific Positions found in the OPM X118 Qualification Standards.
25. **Regular tour of duty:** The regular tour of duty is five 8-hour days; Monday through Friday.
26. **Seniority:** Seniority is defined as the service computation date (leave) shown on the SF 50.
27. **Statute:** The Federal Service Labor Management Relations Statute Chapter 71 of Title 5 of United States Code.
28. **Storm Essential:** The minimum manning, as determined by Management, required to fulfill the primary mission and ensure adequate support to the Base and its personnel during severe weather or unsafe travel conditions.
29. **Uncommon tour of duty:** A basic workweek of 40 hours scheduled to include Saturday and/or Sunday, or fewer than five but not more than six days of the administrative workweek.
29. **Union:** Local 4046 American Federation of Government Employees (AFGE) AFL-CIO; The exclusive representative of unit employees.
30. **Union Official Representative:** Any accredited national representative of the Union, elected or appointed officials of the Union.

31. Work Days: Work days falling between Monday-Friday when the CPO is open.

32. Performance Plans/Personnel Documents: Used generically to describe all DoD approved Pay/Performance Systems.

## ARTICLE 3

### EMPLOYER/UNION COOPERATION

SECTION A. The Employer will furnish to the Union, upon request, a listing of newly hired or promoted bargaining unit employees. This list will include available data such as name, grade, organization, office symbol and date-arrived-CPO. Other items may be requested in writing. Additionally, the Employer agrees to provide the Union a monthly computer list of all bargaining unit civilian employees serviced by the Minot AFB Civilian Personnel Office, showing name, grade and organization, office symbol and date-arrived-CPO.

SECTION B. A Labor-Management Committee composed of three members representing each party will meet to discuss items of mutual concern. Agenda items for the meeting should be submitted by both parties five working days prior to the meeting. Any agreement or proposal fostered by this committee will be appropriately documented and reduced to writing.

SECTION C. The Union may provide a fact sheet to be distributed to employees during inprocessing/newcomer orientation. The Civilian Personnel Officer, or designee, will screen the material prior to the orientation.

SECTION D. The Employer agrees to promptly notify the Union in the event of the death of a bargaining unit member. Information to be given includes name, section assigned to, date of death and next of kin.

SECTION E. Management agrees to provide space (24" x 36") on official bulletin boards for display of Union literature, correspondence, notices, etc. Upon request, Management will provide a list of official bulletin boards to the Union. The Union is authorized to set up a display area (12" x 16") in any work center with three or more employees. The display will be in areas commonly used for notices.

SECTION F. The Employer agrees to annually publish in the civilian newsletter, a statement as to the recognition granted the Union, the names, locations, and telephone numbers of the union officers and stewards. The Union will provide an updated list suitable for publication.

SECTION G. The Employer agrees to have the basic contract printed. Copies shall be printed on 8 1/2" x 11" paper stock. The Employer agrees to provide the Union with 100 copies of the Agreement at no cost to the Union. The Union agrees to distribute copies of the agreement to current bargaining unit employees. The Employer agrees to post a copy of the contract on a website accessible to MAFB employees.

SECTION H. As required, employees will be advised of their right to join or not join the Union during the orientation process.

SECTION I. If an AFI or Law is referenced in correspondence with the Union, the specific AFI or Law will be referenced.

SECTION J. Civilians are authorized to participate in a base or squadron sports day event, without charge to leave, if they are not required on-the-job for a mission essential task.

SECTION K. The Union agrees to:

1. Provide the Employer a current list containing names, organizations and telephone numbers of all designated stewards and elected officers.
2. Attempt to ensure representational duties are equitably distributed. The Union agrees to appoint stewards and designate their normal area of representation on the officer-steward list.
3. Representatives of the Union who are not employees will be allowed to visit Minot AFB to accomplish official union business. Such visits will be subject to security regulations and visitor control procedures that are placed on other non-employee visitors to Minot AFB.

SECTION L. The Employer agrees to:

1. Publish and distribute an employee newsletter on a semi-annual basis. The Union will be provided a copy of the newsletter.
2. Annually publish 5 USC 7114(a) (2)(B) in the employee newsletter.
3. Publish an article regarding reporting procedures during inclement weather prior to 1 October each year.
4. Provide annual publicity on the requirement to hold periodic performance discussions.
5. Annually publish information on environmental/hazardous duty pay in the employee newsletter.

SECTION M. The Union and Employer may submit joint-sponsored articles to the base paper for publication. The Employer retains the right to screen the articles for content and reject those deemed inappropriate for publication. The union may also utilize FYI and calendar sections of the base paper to announce dates of meetings, picnics, parties, names of officers/stewards, etc.

SECTION N. The Union will be granted membership on appropriate committees and panels.

SECTION O. The Employer will notify the Union of time sensitive items. Notification will be by fax and e-mail.

The Employer may implement changes regarding personnel policies, practices and changes of employment affecting bargaining unit employees if the union does not respond within ten (10) working days after receipt of the proposed changes. Requests for negotiations over a proposed change advanced by the Employer must be submitted in writing within ten working days after receipt of the proposed change. Written proposals will be submitted to the Labor Relations Officer not later than thirty calendar days after receipt of the original proposed notification. Status quo will remain in effect when required by law or the necessary functioning of the agency.

SECTION P. The Union may designate an organizational representative to accompany safety officials during periodic safety inspections of the work unit. Attendance will be charged to official time if otherwise in a duty status.

## **ARTICLE 4**

### **UNFAIR LABOR PRACTICES**

SECTION A. In an effort to resolve any alleged unfair labor practice (ULP), the filing party must notify the other party, in writing, five workdays prior to the filing of a charge with the Federal Labor Relations Authority. The intent will outline the basis for the ULP and a proposed resolution. Charges filed on behalf of the Union must be signed by the Union President or his/her designated representative.

SECTION B. The parties agree that a Labor-Management meeting may be held within the five-day period to attempt to resolve the issues addressed by the ULP.

## **ARTICLE 5**

### **GOVERNING LAWS AND REGULATIONS**

SECTION A. This agreement will be governed by government-wide rules and regulations in effect at the time the agreement is signed. Future or changes to existing government-wide rules or regulations will supersede this agreement after bargaining, to the extent required by law, has occurred.

SECTION B. Where the Employer's regulations/operating instructions and provisions of this agreement conflict, provisions of this agreement will control until bargaining, to the extent required by law, has occurred.

## ARTICLE 6

### UNION REPRESENTATION AND OFFICIAL TIME

SECTION A. The Employer agrees to recognize duly elected officers, chief stewards, stewards, designated local and national representatives. Official time is applicable only when otherwise in a duty status.

SECTION B. The Employer agrees not to interfere with, coerce, or discriminate against any employee because of representational duties on behalf of the Union.

SECTION C. Should it become necessary for a steward or Union official to leave the work area to conduct representational activities, he/she will request permission to leave from their supervisor and, if applicable, notify the appropriate supervisor in the section to be visited.

The individual will be notified by his/her supervisor of an alternate time for leaving the section if release is not possible due to mission and workload requirements. If delayed by more than four hours, additional time, equal to the delay, will be extended to the time limits allowed.

To properly code "union activities", the representative may only be asked general questions concerning representational duties to preserve the confidentiality between the employee and their representative.

SECTION D. An employee having a complaint which he/she has not been able to resolve through informal discussion with the immediate supervisor, will be permitted to contact the Union with regard to the matter, after coordinating a time with the supervisor. Contact with the Union outside the duty time is unrestricted.

SECTION E. The employee has the right to be represented by an attorney or other representative, other than the exclusive representative, of the employee's own choosing, with attorney fees paid by the employee, in any grievance or appeal action.

SECTION F. The Union agrees that official time will only be used in accordance with 5 U.S.C. 7131 that is reasonable, necessary, and in the public interest. The Employer agrees to allow representatives a reasonable and mutually agreed to amount of official time for any action allowed by law, rule, or regulation. A Request for Official Time Form will be completed and the official time will be tracked within the time and attendance system.

SECTION G. Official time will not be granted to an individual not officially designated as the employee's representative. These actions will be conducted during the annual leave or leave without pay status of the employee and/or union representatives involved. Exception: A union official will be given the opportunity to be present, on official time, at any meeting involving a settlement discussion or decision.

SECTION H. An employee and/or the authorized representative will have access, on official time, to inspect any document in that employee's Official Personnel Folder or other record pertaining to that employee.

SECTION I. Union Training

1. All requests for administrative excusal under this section will be made, in writing, to the Employer fifteen days in advance of the event in order to resolve differences and allow proper scheduling. The request will include detailed information in order for the Employer to make a decision.

a. Such travel and training shall be at no expense to the Employer.

b. An employee must be in a duty status in order to receive excused absence.

c. The subjects covered at any such seminar, briefing or training session, must relate to matters of mutual concern to the Employer and the Union.

## ARTICLE 7

### NEGOTIATED GRIEVANCE PROCEDURE

SECTION A. The purpose of this article is to provide a mutually acceptable method for prompt and equitable settlement of grievances.

SECTION B. A grievance means any complaint:

1. By any bargaining unit employee concerning any matter relating to the employment of the bargaining unit employees
2. By the Union concerning any matter relating to the employment of any bargaining unit employee; or
3. By any bargaining unit employee, the Union, or the Employer concerning -
  - a. The effect or interpretation or a claim of breach, of a collective bargaining agreement; or
  - b. Any claimed violations, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

SECTION C. The parties agree that exclusions from coverage of the negotiated grievance procedures will be in accordance with 5 USC 7121, applicable law, rule or regulation.

SECTION D. Pursuant to 5 USC 7121, matters covered under Sec 4303, 7512 and 2302 and 29 CFR 1614 may be raised at the discretion of the employees under the negotiated grievance procedure or statutory appeals procedure, but not both. An employee shall be deemed to have exercised his or her option under this section at such time as the employee files a timely notice of appeal under the applicable appellate procedures, or files a timely grievance, in writing, under the negotiated grievance procedure.

SECTION E. This negotiated procedure shall be the exclusive procedure available to the Union, the bargaining unit employees, and the Employer for resolving grievances except as provided in the exclusion of this article.

SECTION F. This agreement and the exclusive recognition granted AFGE AFL-CIO Local 4046, do not preclude an employee, regardless of whether the employee is a member of that labor organization, from bringing matters of a personal concern to the attention of appropriate officials in accordance with applicable laws, rules and regulations.

SECTION G. The Union may represent employees concerning grievances. However, any employee or group of employees may present a grievance and have it adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this agreement.

SECTION H. In the event the parties do not agree as to whether a grievance concerns a matter subject to this grievance and arbitration procedure, the original grievance shall be considered amended to include this issue. Disputes of grievability or arbitrability may be referred to

arbitration as a threshold issue in the related grievance. If the arbitrator determines the grievance is arbitrable, the arbitrator will rule on the merits of the grievance.

SECTION I. Attempts will be made by both parties to settle grievances at the lowest level. Disagreements arise among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization. A reasonable amount of official time will be allowed during work hours for the effected employee and their union representative to discuss, prepare, and present grievances, including attendance at meetings with the Employer's officials. Employees will be allowed to meet with Union representatives after duty hours.

SECTION J. Employee Grievance Procedures:

1. Step One. The grievance shall be in writing, state that it is a grievance filed under this article, clearly state the problem, and the corrective action sought. It shall be presented by the grievant and/or designated representative, to the lowest level management official with authority to render a decision. The grievance must be initiated within forty-five (45) calendar days of the incident that gave rise to the grievance, unless the grievant could not be reasonably aware of the incident by such time. In that case, the informal grievance must be initiated within forty-five (45) calendar days of the date the grievant became aware of the incident. An employee may file a grievance at any time on a continuing practice or condition. The Labor Relations Officer, or designee, may be contacted to provide the name of the appropriate supervisor or management official with whom the informal grievance should be filed.

- a. A written decision will be returned to the grievant or designated representative, within twenty (20) workdays.
- b. The response shall inform the grievant of his/her right to submit a step two grievance, and shall name the person to whom the grievance should be presented.
- c. Agreements or hand shakes made to settle a grievance, at this level, are binding if made by an official who has the authority to render a decision.

2. Step Two. Within twenty (20) workdays after receipt of the written decision, the second step grievance shall be presented by the aggrieved, and/or designated representative, to the next supervisory level. The grievance must be in writing, stating the problem and the corrective action desired. A decision will be rendered within twenty (20) workdays.

3. Step Three. If the aggrieved is dissatisfied with the decision reached at the second step, the grievance will be presented to the group commander of the employee's organization, or his/her designee, within twenty (20) workdays through the Labor Relations Officer or designee. It must include copies of the step one and two grievances and decisions. A decision will be rendered within twenty (20) workdays.

4. Step Four. If the aggrieved is dissatisfied with the decision reached at the third step, the grievance may be presented to the Commander, 5th Bomb Wing, or his/her designee, within twenty (20) workdays through the Labor Relations Officer or designee.

- a. A meeting may be held between the Commander or his/her designee and the Union President or his/her designee to discuss the issue and attempt to resolve the grievance.
- b. A written decision will be rendered within twenty (20) workdays after receipt of the grievance, or the informal meeting if held.
- c. The decision of the Commander is final unless the matter is submitted to arbitration.

5. The Union may invoke arbitration within twenty calendar days of the Commander's decision by submitting a written request to the Employer, signed by the Union President or designee. The Union has the final decision on whether or not to take the grievance to arbitration.

SECTION K. Union Grievances. This section is intended to provide a procedure to resolve disagreements involving a significantly large number of employees, as opposed to individual grievants. Union grievances are submitted in writing by the Union President to the Commander, 5th Bomb Wing, Minot Air Force Base, Attention: Civilian Personnel Officer. The grievance shall be filed ten workdays after the Union became aware of the grievable incident. The Commander or designee and the President of the Union or designee may meet within 20 workdays after receipt of the grievance to discuss the problem and try to reach a settlement. A written decision shall be given within 20 workdays after the meeting. Nothing herein will preclude either party from attempting to settle such grievances at all levels.

SECTION L. Employer Grievances: Employer grievances are submitted in writing by the 5th Bomb Wing Commander, or designee, to the Union president or designee within 20 workdays after the grievable action occurred or management was aware of the action. The Union President or designee and the Commander or designee may meet within ten workdays after receipt of grievance for purposes of discussion. The Union President will give the Commander a written answer within 20 workdays after the meeting. If the decision on the grievance is not satisfactory, the Employer may refer the issue to arbitration.

SECTION M. Nothing shall preclude the Union or Management from requesting or granting to each other, reasonable extensions of the time limits contained herein, provided that the request for extension is made within the original time limits set forth. Failure of Management to observe time limits at Step 1, 2 or 3 will elevate the grievance to the next level.

## **ARTICLE 8**

### **ARBITRATION**

SECTION A. If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written request by either party within twenty calendar days after issuance of the final decision shall be submitted to arbitration.

SECTION B. Within five working days from the date of the request for arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service provide a list of seven impartial persons qualified to act as arbitrators. The parties shall meet within ten working days after the receipt of such list. If the parties are unable to mutually agree upon one of the listed arbitrators, the Employer and the Union will each strike one arbitrator's name from the list of seven and will repeat this procedure until only one name remains. The party striking the first name shall be, determined by the toss of a coin. If none of the arbitrators are acceptable to both parties, an additional list may be requested from FMCS.

SECTION C. If, after ten days, either party refuses to participate in the selection of an arbitrator, the Federal Mediation and Conciliation Service shall be empowered to designate an arbitrator to hear the case.

SECTION D. Should the parties fail to agree on the issue or issues to be heard by the arbitrator, the arbitrator shall determine the issue or issues.

SECTION E. The arbitration cost, the arbitrator's fees, salaries and the expenses of the arbitration, to include transcription costs, will be borne equally by the Union and the Employer. The parties agree that a qualified recorder will make a verbatim transcript of all arbitration hearings. Should either party order additional copies of the transcript, that party will be responsible for the additional cost. The arbitration hearing will be held on the Employer's premises during the regular day shift hours of the basic workweek. Participants required to be at the hearing, who are current employees, shall be in a duty status.

SECTION F. The Union shall provide the Labor Relations Officer the name of the employee's representative at least five workdays prior to the hearing. The Labor Relations Officer, the Union President and the supervisor of the grievant's representative will coordinate on a reasonable amount of time for preparation for the arbitration hearing. The parties agree to meet and discuss settlement at least 36 hours prior to the hearing, the two parties shall exchange witness lists, copies of exhibits and other documentation to be used at the hearing.

SECTION G. The arbitrator will be requested to render his/her decision as quickly as possible, but in any event, not later than thirty days after the conclusion of the hearing unless the parties mutually agree to extend the time limit. The arbitrator's award shall be binding on both parties.

SECTION H. Pursuant to the provisions and procedures of 5 USC 7122, either party may file an exception to the arbitrator's award with the Authority within thirty calendar days following the date of the award. The arbitrator shall have no authority to add or to modify any terms of this Agreement or published Agency policy, and is required to consider applicable laws, rules and regulations and make a decision consistent with the same.

SECTION I. Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.

SECTION J. Absent a negative arbitrator's decision upon the arbitrability of a grievance, the arbitrator shall hear arguments regarding both the arbitrability and the merits of the case at the same hearing. However, the parties may mutually agree otherwise in instances such as highly complex cases involving several days of hearings.

## ARTICLE 9

### DISCIPLINARY ACTION

SECTION A. The Employer and Union agree that discipline or adverse actions may be taken against employees. These actions will be taken for just and sufficient cause in accordance with applicable laws, rules and regulations cited by the Employer, and should be consistent with the nature of the offense.

SECTION B. The employee and his authorized representative, will be furnished copies, upon request, of all evidence and releasable findings from an investigation, used to support the action. Voluminous materials may be reviewed at the CPO and copies made of appropriate sections.

SECTION C. Bargaining Unit employees are authorized Union representation before disciplinary actions are taken. Supervisors should insure that employees are aware of their rights of representation.

When a disciplinary action is proposed, the employee may request:

1. The same number of representatives as management has present at the disciplinary meeting. For example, if the supervisor and two management officials are present, the employee may request the presence of two representatives. Official time will be granted to the representative(s) to attend the meeting.
2. If management, based on an assessment of an incident, decides to formally initiate a disciplinary and/or adverse action against an employee, it will be initiated within a reasonable amount of time after management becomes aware of the incident.

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

SECTION E. An employee may request and be granted an extension in order to allow sufficient time to prepare a response to a proposed action.

SECTION F. When taking disciplinary action for conduct that has occurred off the job, the Employer must establish a nexus between the off-duty misconduct and the efficiency of the service.

SECTION G. No employee will be subject to disciplinary or adverse action for refusing to obey an unlawful order or an order which the employee reasonably believes that, under the circumstances, the ordered task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures.

## **ARTICLE 10**

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

SECTION A. When a reduction-in-force (RIF) is necessary, Management agrees to implement in accordance with law, rule, regulations, and appropriate directives. Stockpiling of vacancies, use of vacant positions, and waiver of qualifications with retraining may be considered in an attempt to place affected employees.

SECTION B. Prior to employee notification, and at the earliest practicable date, the Employer will notify the Union in writing of an impending RIF when at least one bargaining unit member is being separated. The information provided will include known and releasable details, employees affected and scheduled implementation date.

SECTION C. Employees will be notified in accordance with law, rule, regulation and governing directives. Notices will contain information required by regulations. Separated employees will be counseled regarding rights and benefits.

SECTION D. Any employee affected by reduction-in-force has the right to inspect the retention register applicable to that employee. The employee may elect to have his/her authorized representative inspect the applicable register for him/her.

SECTION E. Prior to, and during, the reduction-in-force, all retirements will be strictly voluntary. There will be no coercion, direct or indirect, intended to influence the employee's decision. The Civilian Personnel Office will advise the employee of any prospective retirement rights and the services available through the Benefits and Entitlements Service Team (BEST).

SECTION F. Reasonable offers, pay and grade retention provisions will be administered in accordance with applicable laws, rules and regulations.

## **ARTICLE 11**

### **EQUAL EMPLOYMENT OPPORTUNITY**

SECTION A. The Employer and the Union agree to the policy and practice of providing equal employment opportunities to employees and to make every effort to provide a work force free from discrimination because of race, color, religion, sex, national origin, age, physical or mental impairment. All employees shall be treated fairly, equitably and with dignity in all aspects of personnel management.

SECTION B. The Employer and the Union agree to conduct a continuing campaign to eradicate prejudice and discrimination based on race, color, religion, sex, national origin, age, physical or mental impairment. It is further agreed by the Union that, in its membership and all other policies and practices, there shall be no discrimination against any employee on account of race, color, religion, sex, national origin, age, and physical or mental impairment.

SECTION C. The Employer will assure that EEO Counselors are available to employees who have a discrimination complaint. The Employer shall consider employees nominated by the Union for assignment of EEO counseling duties.

SECTION D. 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 E. The Employer will carefully, justly, and expeditiously consider and adjudicate complaints of discrimination filed through the agency's discrimination complaints procedure or the Negotiated Grievance Procedure. An employee may file a complaint under the agency's procedure or the Negotiated Grievance Procedure, but not both.

SECTION F. Equal employment opportunity complainants have the right to be accompanied, represented and advised by a representative of his or her choice during counseling or at any stage of the complaint procedure.

SECTION G. The Employer will provide, to the maximum extent possible, facilities, activities, and services accessible to the disabled employees. The Employer shall make reasonable accommodations to allow disabled employees to perform their job and during critical times of employment such as counseling sessions. If reasonable accommodations cannot be provided, the employee will be advised of medical retirement options.

## **ARTICLE 12**

### **EMPLOYEE PERSONNEL FILES**

**SECTION A.** Access to Official Personnel Folders/Supervisory Records will be limited to authorized individuals. Personnel records, including performance appraisals and other employee-sensitive documents, will be kept in a locked cabinet or desk that is not readily accessible to anyone but the supervisor. Temporary supervisors (less than 2 weeks) should only review the employee's 971 file when it is necessary to perform the functions of the job.

**SECTION B.** It is recognized that there is a necessity for supervisors to document significant events and discussions concerning employee performance, recognition, and conduct. An employee work folder will be utilized for this purpose. The employee work folder will normally be maintained by the first-level supervisor and will consist of, but not be limited to the following documents: AF Form 971, supervisor's employee brief, civilian personnel position description/core document; employee performance work plan; appraisals and supporting documentation; training records; leave schedules; and letters of appreciation/commendation.

No derogatory material or documents of any nature which may reflect adversely on the employee will be placed in the official personnel folder or employee work folder without the employee's knowledge. When the Employer/supervisor chooses to document an incident and enter that information into the employee work folder, this will be done in a timely fashion and in accordance with Air Force regulations. Employees will be asked to initial AF Form 971 entries and/or other pertinent documents. It is agreed that an employee's initials do not indicate agreement or disagreement with the entry. This initialing does not affect the employee's right to grieve the matter under the Negotiated Grievance Procedures.

The employee may review his/her work folder. The folder shall be made available to the employee and/or authorized representative within a reasonable period of time after the request, normally within one day.

**SECTION C.** If counseling is documented in the file containing the AF Form 971, the entry will be reviewed, at the request of the employee. Non-performance counseling may be removed after six months if the problem no longer exists. Performance related counseling entries may be removed after one year.

**SECTION D.** Records of oral admonishments, reprimands, suspensions and similar official disciplinary actions found to be unjustified by the Employer or through the complaints process, will be purged from the employee's records.

**SECTION E.** Upon request, the Employer agrees to explain documents in the employee's official personnel folder and assist the employee reviewing those documents.

## **ARTICLE 13**

### **PERFORMANCE APPRAISAL**

SECTION A. Regardless of which system used, the performance appraisal will be completed for bargaining unit employees in accordance with applicable DoD regulations and methods. The performance appraisal process includes defining duties and performance elements; setting standards of performance; reviewing progress and appraising performance. Appraisal will be given to the employee by 15 May unless mutually agreed on by the supervisor and employee.

SECTION B. The Employer will provide annual publicity on the requirement to hold periodic performance discussions.

SECTION C. The supervisor will establish performance elements/duties, communicate performance standards to each employee, conduct periodic review/discussion of employee performance; write performance elements and standards for performance expectations; evaluate and rate performance and work behavior; and can recommend awards. Employee participation in this process is encouraged. The employee's signature does not indicate agreement with the performance elements/duties and standards, only receipt. Employees will receive a copy of their performance plan/personnel document.

SECTION D. At least one progress review of the employee's performance will take place by 31 October during the appraisal period. Employees will be informed what improvement, if any, if their performance is needed at this discussion. An employee will be provided a copy of their progress report including any desired improvements.

SECTION E. When it is shown that an employee's performance fails, procedures outlined in applicable regulations will be followed. Performance that fails to meet established standards in one or more critical elements is considered unacceptable. An employee shall have thirty days to improve their performance. If it is shown that after thirty days the employee has not improved, actions may include counseling and, if required, a performance improvement plan. An employee may request performance feedback during this period. If performance does not improve and meet established standards, actions up to and including removal from the Federal Service may be taken.

## **ARTICLE 14**

### **AWARDS (ALL PAY/PERFORMANCE SYSTEMS)**

SECTION A. It is agreed that all awards programs, including those programs authorizing the dispersal of cash awards, will be administered pursuant to existing law.

SECTION B. The Employer and the Union encourage voluntary participation in improving efficiency, economy and effectiveness by the use of the Air Force IDEA Program.

#### SECTION C. PERFORMANCE AWARDS

1. All bargaining unit employees are eligible for performance cash awards if their performance justifies an award and if monies are available for an awards program. Civilian awards must be approved by the awards approving official or his/her designee. The employee's wishes for a time off award will be a significant factor in determining which they receive. Awards cannot exceed the DoD allowed legal threshold of an employee's salary nor can they exceed 40 hours in time off per award. The Union during the performance cycle between Feb – April will request from management the DoD allowed threshold.

2. The Union, at their discretion, may submit a list of names with an individualized explanation for why they feel they should receive an award. This list will be considered when issuing awards, but will not guarantee an award. The list will be submitted by 5 April to the Civilian Personnel Officer, who will distribute it to the appropriate Commander/awards approving official. The Union may request, in writing, the reason why a performance award was not approved. The supervisor will respond to the inquiry in writing.

3. It will be the employee's responsibility to notify the Union if he or she feels justified for an award.

#### SECTION D. INCENTIVE AWARDS

1. Management agrees that all bargaining unit employees are eligible for time-off/incentive awards. Decisions to grant time-off awards shall be based upon the same criteria or circumstances as for other incentive awards, i.e, superior accomplishments that contribute to the quality, efficiency, or economy of government operations. Awards will be granted or denied in a fair and equitable manner.

2. Limits for time-off awards will be in accordance with applicable law, rule, or regulation.

3. The Union or an employee may nominate other employees for time-off incentive awards, at their discretion. The nomination will be in writing and will be submitted within 30 calendar days of the reason for recognition. Each nomination will include a description of the individual employee's superior accomplishment. The Union may request, in writing, the reason why a time off award was not approved. The supervisor will respond to the inquiry in writing.

4. It will be the employee's responsibility to notify the Union if he or she feels justified for an award.

SECTION E. Upon request by the Union, Management will provide the information as requested according to 5 USC 7114(b)4.

## ARTICLE 15

### STAFFING POSITIONS

SECTION A. Bargaining unit employees are required to self nominate for positions announced by AFPC or local management. This includes consideration for promotion, reassignment and change-to-lower grade actions. It is understood that minimum qualification requirements and legal/regulatory requirements must be met by employees.

SECTION B. Areas of consideration for promotion of bargaining unit members are established and adjusted, to provide selection officials with an adequate number of qualified employees from which to make selection and provide employees with opportunities for promotion.

SECTION C. The Parties agree that it is the responsibility of each bargaining unit employee to ensure the accuracy of their personnel records. Updates may be submitted at any time. Updates of current experience should be according to AFPC's requirements. The updates will be forwarded to AFPC for action.

SECTION D. When the Employer determines that a bargaining unit position is to be filled through the merit promotion program, the Air Force Personnel Center will issue the referral certificate(s). The certificate will contain a listing of the names of the qualified candidates who have self-nominated.

SECTION E. Experience requirements for certain placement actions may be modified. OPM qualification standards for reassignments, voluntary changes to lower grade, transfers, reinstatements, and repromotions to a grade not higher than a grade previously held may be modified by the selecting supervisor when the applicant's background includes related experience that provided the knowledge, skills and ability necessary for successful job performance. This authority is to be used only when there is a reasonable likelihood that the employee will successfully make the transition to the new position.

SECTION F. Employee Complaints. An employee who believes they lost referral consideration, or was incorrectly ranked, is urged to first discuss the matter with the Civilian Personnel Office. The employee may be accompanied by a representative. The employee will be informed of reasons for disqualification or relative rank order, if qualified. The employee agrees to allow sufficient time to obtain documentation of the rating from the Air Force Personnel Center.

SECTION G. Grievances. The Parties agree that non-selection from a group of properly ranked, rated, and certified candidates is not grievable under 5USC7121(c)(4). Formal grievances over matters outlined in Section F above will be processed under Negotiated Grievance Procedures. At that time appropriate documentation used in the referral process will be provided.

## **ARTICLE 16**

### **DETAILS**

SECTION A. Details are official personnel actions by which an employee is assigned duties and responsibilities other than those of his or her permanent position, but receives the salary attached to that permanent position. Details provide a means by which current employees may be effectively used to perform work for which no continuing need exists, or to perform the duties of an existing position on a temporary basis or as a temporary medical accommodation.

1. Details of thirty days or less should be documented by the supervisor on the AF Form 971, Supervisor's Record of Employee.
2. Details in excess of thirty days will be documented in the OPF by an SF 50, Notification of Personnel Action.
3. Management will attempt to distribute details equitably among those employees who may have the capacity or required skills for the assignment.
4. According to law, details to a higher-graded position over 120 days shall be filled through competitive procedures.
5. Use of temporary promotions will be considered.

SECTION B. Employees detailed to any position in which they have had little or no experience will be given a reasonable period to learn the new job.

## **ARTICLE 17**

### **POSITION CLASSIFICATION**

SECTION A. Position descriptions/core personnel documents are the official record of major duties, responsibilities, and supervisory relationships assigned to a position. Similar positions within a unit may be covered by the same document. Employees will be furnished a copy of their position description/personnel document at the time they start a new job or as soon as possible thereafter. Any subsequent changes will be furnished to the affected employee.

SECTION B. The Union and Management encourage employees to periodically review their position descriptions/core documents. An employee should first bring areas of concern or needed significant changes to the attention of the immediate supervisor. He/she may then seek assistance from a personnel/classification specialist or the Union.

SECTION C. Employees may appeal the classification of their position without fear of reprisal or prejudice. The accuracy of the position description/core document must be agreed upon prior to the filing of a classification appeal. The classification of the position is defined as the Title, Series and/or Grade. Procedures and regulations covering the appeals process are available for employee use in the Civilian Personnel Office. The employee may designate a representative to assist them in the preparation of the appeal. Employees that do not agree with the accuracy of the content of their position description/personnel document may file a grievance through the negotiated grievance procedure.

SECTION D. When there is a change in the classification of a bargaining unit employee due to the application of standards which results in a lower grade, the Union shall be notified. The notification will include the employee's name, new classification and proposed effective date. The notification will be made prior to the effective date.

SECTION E. Employees will be notified, at the time a down grading action is taken, of their entitlement to retained pay or retained grade. The notice will also include the criteria for terminating retained pay/grade benefits in accordance with applicable law, rule and regulation

SECTION F. The phrase "other duties as assigned" is interpreted to mean duties normally related to the employee's position description/personnel document. It is understood that Management retains the right to assign work IAW 5CFR 7106(a)(2)(B) and (b).

## **ARTICLE 18**

### **WAGE SURVEY**

SECTION A. The Employer shall notify the Union of the receipt of a notice authorizing a wage survey when received from the DoD Wage Fixing Authority.

SECTION B. The Union shall appoint representatives to serve on the wage survey committee in accordance with guidance from the lead agency and DoD Wage Fixing Authority.

SECTION C. The Union may provide names of unit members for consideration as data collectors. Whenever possible, employees selected as data collectors will be released from duty to participate in the survey process.

SECTION D. Travel and per diem costs will be paid under applicable regulations.

## ARTICLE 19

### HEALTH AND SAFETY

SECTION A. Pursuant to E. O. 12196 and 29 CFR 1960, the Employer will maintain, to the maximum extent practicable, a work place and working conditions free of recognized and identified health or safety hazards under applicable laws and regulations. The Employer and the Union agree to cooperate in a continuing effort to eliminate accident producing conditions and health hazards.

SECTION B. The Employer will provide occupational safety, fire prevention and health training for bargaining unit employees through briefings and safety meetings.

SECTION C. The Employer agrees that commercial facilities which dispense food or drinks on the premises shall meet regulatory standards of sanitation.

SECTION D. Established break rooms frequented by employees will be clean and separated from the workplace whenever possible.

SECTION E. It is recognized that each individual has a primary responsibility for their own safety and an obligation to know and observe safety rules and practices for the protection of self and others. When an employee or group of employees, during the, course of performing their official duties, believe the situation poses an imminent danger which may cause death or serious injury, they shall immediately notify the nearest, available supervisor. The supervisor shall make an evaluation of the situation and contact the appropriate safety officials as required. The employee may contact the organizational/base safety officials and the Union as they so desire. The respective safety officials shall make the determination whether work can proceed or if corrective actions must be taken first.

1. The Employer agrees to make regular and periodic industrial studies of bioenvironmental conditions. A copy of studies resulting from a Union request or complaint will be provided to the Union within thirty days of completion of said study.
2. Where employees are required to work in confined or remote spaces which present a known hazard, the agency agrees to abide by applicable health and safety standards.
3. When work is required to be performed in areas where flammable or toxic vapors exist, all such areas shall be maintained so that vapor levels remain within acceptable safety parameters, as determined by governing directives.

SECTION F. The Employer shall provide hazard treatment information and material safety data sheets in work areas where hazardous chemicals/material are used by employees. Employees will be provided adequate training, as determined by the Employer, to perform duties with identified hazards.

SECTION G. Complaint Processing. Employees will not be subject to restraint or reprisals for reporting unsafe or unhealthy working conditions. AF Form 457, USAF Hazard Report, will be

used to report unsafe conditions. Employees should begin at the lowest supervisory level in order to resolve problems.

SECTION H. Protective Clothing and Equipment. Protective devices, when necessary and required by the Employer under Air Force and OSHA regulations, will be furnished by the Employer and used by the employees. 5th Bomb Wing Safety Office will validate OSHA requirements upon request.

1. An employee may request new protective clothing or equipment and/or modifications to existing equipment for consideration by the Employer. When employees are required to perform work around hazardous materials, the Employer will provide protective clothing and the cleaning services necessary for any appropriate protective clothing.
2. The Employer will provide replacement safety toe boots and other required safety equipment to authorized employees where replacement is necessary due to wear and tear consistent with the employee's position. Prescription-type safety shoes will be provided by the Employer when the employee provides a prescription for special safety toe boots as proof of need. The prescription may be reviewed by a federal medical officer prior to issuance of the shoes.
3. Subject to management approval, it is agreed that employees shall not be required to work on outside equipment or under severe weather conditions when such conditions jeopardize the safety and health of the employee. Individuals are authorized breaks to warm themselves to prevent chill and frostbite as required. The Employer will provide cold weather gear to employees required to work outside in the elements. Cleaning and maintenance of this clothing will be the responsibility of the Employer.

SECTION I. VDT operators will be allowed a ten-minute break for each one-hour of continuous work at a display terminal. Other work, as determined by the Employer, may be assigned during this break period. Protective devices such as screens for VDT's or wrist supports will be furnished by the Employer as appropriate and requested by the employee.

SECTION J. Employees should immediately report all injuries or illnesses which occur on the job. The Employer agrees to provide emergency first-aid treatment for job-related injury and/or illness which occurs during the employee's duty hours. The Employer will provide transportation to a medical facility in the event of an on-the-job injury or emergency. If the employee is incapacitated, but does not require hospitalization, the Employer will provide transportation home if requested.

SECTION K. In compliance with governing regulations, employees operating or riding in government and privately owned vehicles must wear seat belts when required. Violators are subject to administrative action prescribed by Air Force regulations.

SECTION L. When weather conditions, lack of air conditioning, proper heating or lighting causes employee discomfort, the Employer agrees to allow additional break periods and/or temporary relocation of employees. The Commander or his/her designee will make the determination of administrative leave or relocation to an alternate workstation.

SECTION M. No employee will be required to work with asbestos without the proper training and certification by the North Dakota Department of Health. The Employer will provide all necessary and required equipment.

## ARTICLE 20

### PERSONNEL DUTY STATUS DURING INCLEMENT WEATHER

SECTION A. Group commanders, or their designees, designate storm essential positions (Category 1). Unit commanders designate all other positions as Category 2- mission essential, Category 3- core support or Category 4- general support.

1. Copies of Category 1 position designations will be posted on official bulletin boards.
2. Civilian employees occupying storm essential positions must be notified, in writing of such designation.

SECTION B. The Employer may issue an administrative order for dismissing employees from duty due to emergency conditions, managerial reasons, unusual employment or work conditions of a temporary nature, or due to hazardous weather.

1. The Commander, 5th Bomb Wing, is the approval level for authorizing administrative dismissal.
  - a. Closure after the beginning of the duty shift (early dismissal):
    - (1). Designated employees on duty are excused without charge to leave.
    - (2) Employees on leave continue to be charged leave for the balance of the shift.
  - b. Closure before the beginning of the shift:
    - (1) Non-designated employees are excused without charge to leave.
    - (2) - Designated employees, not reporting for duty, are charged appropriate leave.
  - c. During hazardous weather conditions employees will be encouraged to remain on base but cannot be forced to do so. Storm essential personnel will remain on duty and be paid overtime, per applicable regulations, until properly relieved.
2. If the Commander closes the Base, an announcement will be made over local radio stations and the Base information hot line specifying which employees are excused for duty. The Commander may require employees designated "storm essential" to report for duty.
  - a. Employees will remain on telephone standby for purposes of return-to-duty notification by telephone, radio, or television.
  - b. Storm essential employees are excused from duty if the road between their home and work place has been closed to traffic by the State Highway Patrol, i.e., the storm gates on Highway 83 are closed.
  - c. Supervisors can excuse tardiness, not in excess of two hours, due to hazardous weather conditions. Individual requests for excused absence due to weather conditions will be submitted

to the 5 BW/CC through the employee's commander and the Civilian Personnel Office for consideration. Prior to approval/disapproval, some of the primary items that should be taken into account are consideration of road and weather conditions in the employee's area of residence, local school closings, and local law enforcement travel advisories in that area.

## **ARTICLE 21**

### **ENVIRONMENTAL DIFFERENTIAL/HAZARDOUS DUTY PAY**

SECTION A. The Employer shall pay environmental differential pay to personnel when they are exposed to a hazard, physical hardship, or working of an unusually severe nature in accordance with law (5 CFR 532).

SECTION B. Eligible employees will be paid hazard duty pay in accordance with law (5 CFR 550).

## **ARTICLE 22**

### **OPERATION OF MOTOR VEHICLES**

SECTION A. The enforcement of traffic laws and regulations is a basic responsibility of the base security police organization. Civilian employees will voluntarily comply with all traffic control laws and regulations. Violators of the laws and regulations are subject to administrative and disciplinary action as appropriate.

SECTION B. Damage to Government vehicles which is caused by the negligence, willful misconduct or deliberate unauthorized use by civilian operators will be processed pursuant to the Reports of Survey Program.

SECTION C. Normally, the Employer will not direct employees to use their privately- owned vehicles (POVS) to accomplish job requirements. When an employee is officially required to use his/her POV to accomplish job requirements, he/she will be paid mileage in accordance with applicable laws, rules and regulations. The employee will fill out mileage statements daily and forward them monthly to the appropriate certifying official, who, in turn, will validate with his/her signature and forward same to the disbursing official for reimbursement.

SECTION D. If required by the Employer, physicals for Class A drivers licenses, will be provided by the Employer in order to meet appropriate state and federal regulations. All expenses incurred by a member of the bargaining unit to obtain a CDL will be paid for by the Employer.

SECTION E. If a disciplinary action is taken based on an individual losing his/her driving privilege, the employee is entitled to use the negotiated grievance procedure.

## **ARTICLE 23**

### **TRAINING**

SECTION A. The Employer agrees to provide employees training when it is determined by the Employer that training is needed. Consistent with its needs, budget and mission requirements, the Employer agrees to maintain effective policies and programs designed to achieve this purpose.

SECTION B. The Union may recommend to Management, through the Labor- Management Committee, types of training or retraining programs desired which would mutually benefit both the Employer and the employees in the Unit. The recommendations may include the identification of scarce skills and training suggestions.

SECTION C. The Employer and Union agree to actively stimulate and encourage the interest of employees in self-development.

SECTION D. When training is offered primarily to prepare employees for advancement, selection for training will be under competitive procedures. Normally training will first be offered to the employees already in the career field. Management will make every effort to announce/contact eligible employee within time constraints.

SECTION E. Management will provide necessary training due to the installation of new equipment, machinery, or processes.

SECTION F. A Union representative will be allowed to attend various civilian personnel training courses given at Minot AFB ND.

SECTION G. Employees who are required to attend training that requires travel on non-workdays, will be compensated for time spent traveling IAW applicable law, rule and regulation.

SECTION H. Employees who attend training and are on an alternative work schedule will be placed on a traditional 8-hour, 5 day schedule for the pay period(s) during which the training is conducted.

## ARTICLE 24

### LEAVE

SECTION A. All scheduled leave must be requested in writing. The request, and any changes, must be approved by the supervisor prior to use of the leave. Employees will be promptly notified if requested leave is approved or denied.

For unscheduled leave, the employee is responsible for obtaining approval within two hours after the beginning of their duty day unless there are extenuating circumstances. The employee is responsible for personally contacting their supervisor, or approved designee, for leave approval. If the supervisor is not present when the employee requests unscheduled leave, he/she may leave a message at the work center requesting leave. The employee will be notified if the supervisor disapproves the unscheduled leave.

Temporarily assigned supervisors (less than two weeks) may approve and disapprove unscheduled leave. However, if the request is disapproved, employees have the option of using their chain of command to request approval.

SECTION B. Leave Restriction: In those cases where the supervisor has reason to believe that an employee is abusing his/her leave, the following procedures apply:

1. Employee shall be counseled concerning the abuse.
2. If necessary, the supervisor shall issue a written notice outlining proper notification and approval procedures. Appropriate records will be kept to support the leave restriction. This written notice may be provided during the counseling session or any time after as determined by the supervisor.
3. At the request of the employee, the leave restriction shall be reviewed at the end of six months and shall be canceled if the problems have been resolved.
4. Abuse of leave will not be determined solely on the basis of leave balance.

SECTION C. Annual Leave. Annual leave is considered a right of the employee, not a privilege. Annual leave must be requested in advance, and its approval based on the needs of the organization and mission requirements. Annual leave schedules, for vacation purposes, will be established in January of each year; the supervisor will maintain the leave schedule.

Employees arriving on base or transferring to a new job site after a leave schedule has been established may not exercise their seniority until the next annual leave schedule period. Annual leave scheduled for holidays will be distributed among the employees fairly from year to year.

1. Employees shall request leave to permit scheduling during peak periods.
2. When scheduling conflicts arise over requests for annual leave for a given period, the supervisor shall consider the following in resolving the conflict:
  - a. Seniority, as determined by the service computation date on the SF 50, will be

the primary criterion for resolving differences.

b. Reason why the employee had to reschedule or forego leave in a similar scheduling conflict.

c. Personal requirements of the employee.

d. "Use or lose" balance if request occurs after 1 October.

3. When projected leave has been approved, a senior employee may not make a change in their selection that will disturb the choice of another employee. Insofar as workload permits, management will make every effort to accommodate employee's requests for annual leave.

4. Normally, an employee will not be denied scheduled annual leave to allow unscheduled leave by another employee.

5. If an employee's leave is denied, the supervisor will provide the specific reason, in writing, if requested by the employee.

6. Advanced annual leave may be approved at the discretion of the approving supervisor. The amount of annual leave advanced may not exceed the number of hours that the employee would accrue during the remainder of the leave year.

SECTION D. Sick Leave. If requested an employee shall submit an OPM Form 71, including medical certification or a statement of the nature of the illness, in accordance with government-wide regulations.

1. Requests for approval of sick leave for non-emergency medical, dental or optical appointment shall be submitted at least one workday in advance. Sick leave may be granted for conditions described in applicable regulations.

2. Employee requests for sick leave to care for family members under the various leave acts will be documented on an OPM-71 if requested

3. Advanced sick leave of up to 240 hours may be granted based on submitting appropriate documentation as outlined in the applicable guidance and regulations. The request for the advanced sick leave, along with required documentation, must be forwarded through the supervisor to the Civilian Personnel Officer for approval.

4. Sick Leave Abuse. Ordinarily, a medical certificate is not required for absences of three days or less. An employee who is absent frequently for short periods of illness may be advised to visit a physician for a physical checkup. When there is reason to believe that an employee is abusing sick leave, a medical certificate may be required for absences of three days or less. This requirement will be limited to cases of suspected abuse; the employee will be informed, in advance, of the requirement to provide medical certification.

SECTION E. Excused Absence. Excused absence is an administratively authorized absence from duty without loss of pay or charge to leave. Employees may be eligible to be granted excused absence as authorized by regulations. Excused absences include the following:

1. Voting or Registration. Employees may be excused for the amount of time necessary to permit them to report to work three hours after the polls open or to leave work three hours before the polls close, whichever requires the least amount of time off. Excused absence for voter registration follows the same rules as release for voting. Special circumstances for voting or registration may allow additional time, up to one day, for excusal.
2. Blood Donation. An employee may be excused without charge to leave for the time necessary to donate blood, for recuperation following blood donations, and for necessary travel to and from the donation site. The maximum time should not exceed four hours.
3. Brief Absences or Tardiness. Unavoidable absence of less than one hour and brief periods of tardiness may be excused by the supervisor for adequate reasons, or charged to an appropriate leave category.
4. Attending Conferences or Conventions. Excused absence may be granted to attend conferences, conventions or meetings when it is determined that such attendance is in the best interest of the federal service.
5. Continuation of Pay. An employee who sustains a disabling job related injury may be entitled to continuation of pay for a period of not to exceed forty-five calendar days. This is based on medical documentation and available alternative duty assignments.
6. Other types of excused absences may be approved according to appropriate regulations.

SECTION F. Administrative Dismissal. The Employer may issue an administrative order for dismissing employees from duty due to emergency conditions, managerial reasons, unusual employment or work conditions of a temporary nature, or due to hazardous weather. The Commander, 5th Bomb Wing, is the approval level for authorizing administrative dismissal.

1. Late or Delayed Reporting
  - a. Designated employees on duty are excused without charge to leave until reporting time.
  - b. Employees on leave continue to be charged leave.
  - c. Employees who later request leave are charged appropriate leave from the designated reporting hour to the end of their shift.
2. Closure after the beginning of the shift (early dismissal):
  - a. Designated employees on duty are excused without charge to leave.
  - b. Employees on leave continue to be charged leave for the balance of the shift.
3. Closure before the beginning of the shift:
  - a. Designated employees are excused without charge to leave.
  - b. All other employees are charged appropriate leave.

## **ARTICLE 25**

### **HOURS OF WORK**

SECTION A. Hours of Work. The administrative workweek will begin at 0001 Sunday through 2400 Saturday. The basic workweek is forty hours and consists of five consecutive eight-hour days, Monday through Friday. When possible, the two days off in the administrative workweek will be consecutive unless mission requirements dictate otherwise. Whenever possible, schedules for shift-work employees shall be arranged to allow every third weekend off.

Time spent by an employee who is on standby status as defined by 5 CFR 551 will be considered hours of work.

SECTION B. Tours of Duty. Normally, work will be scheduled for the same hours and days each week. Exceptions to this are uncommon tours of duty. The common tour of duty for Minot AFB employees is 0730 to 1600 with a 30 minute unpaid lunch break. Uncommon tours of duty may be established as in Section D. Uncommon tours of duty in existence when this contract is signed will remain in effect unless changed as described in Section D.

Temporary variations in a tour of duty may be mutually agreed upon by the supervisor and employee, i.e., an employee switching a regularly scheduled workday for a non-scheduled workday in the same pay period. Requests will not be unreasonably denied.

SECTION C. Definitions.

1. Alternative Work Schedule (AWS): Term used to describe compressed and flexible work schedules.
2. Compressed Work Schedule (CWS): A fixed schedule having a basic work requirement of 80 hours in a biweekly pay period in which the work is performed in fewer than ten days.
3. Flexible Work Schedule (FWS): A flexible schedule is one which allows employees to vary starting and quitting times.
4. Core Hours: That portion of the day, under a flexible schedule, excluding the approved lunch time period, during which all employees must be present for work.
5. Credit Hours: These are hours in addition to the basic work requirement that only employees on a flexible schedule may elect to work, if authorized, so as to vary the length of a workweek or a workday.

#### SECTION D. Procedures.

1. An individual, or group of employees, wishing to begin, change, or terminate an alternative work schedule or an uncommon tour of duty, must make a request to do so in writing, to their supervisor, one full pay period in advance of the desired effective date.
2. The Squadron Commander, or his/her designee, will approve/disapprove the new schedule, in writing, within ten working, days. If disapproved, the Commander, or designee, will supply the reason for the denial in the response. If the request is denied, the affected employee or employees may meet with the Squadron Commander to attempt to resolve the issue or the grievance procedures may be invoked.
3. Supervisors may remove those employees from an alternative work schedule that cannot work independently, or if a determination is made that the organization is being disrupted in carrying out its functions or is incurring additional costs. Employees will be returned to a standard work shift.
4. Alternative work schedules may be initiated on a trial basis not to exceed six months, unless both parties agree to continue on a permanent basis. Management may evaluate an AWS after it has been in effect for six months and may revert to the original schedule due to negative effects on productivity, efficiency, morale, customer service, increase in operating costs, or national emergency. The Union will be notified in writing if the schedule reverts.

#### SECTION E. Changes to Work Schedules

1. Notice of a change in working hours and/or days will be given to the employee seven days in advance unless this notice would preclude accomplishing the mission or if costs would be substantially increased. Examples of preclusion include but are not limited to emergency leave of other employees, deployment of military personnel, natural disaster. If the seven days are not available, notice will be given as soon as possible.
2. The employer agrees to consider written requests for a change to another work schedule based on a personal hardship. Some examples of these personal hardships are, but not limited to: carpools, daycare, family obligations or health reasons. These written requests must be submitted to the immediate supervisor. The request will be approved/disapproved, in writing, within ten workdays.
3. Consideration will be given to an employee's stated preference for a tour of duty. Such changes will be made according to seniority providing the requesting employee is qualified to perform the work and are within the same job series. Individual changes in tour of duty and/or hours will be distributed and rotated equitably among assigned personnel to the extent possible. Nothing in this section is intended to preclude management from assigning employees to different shifts based upon mission requirements.
4. When events such as training, travel, jury duty, military leave, etc., take place, the employee will be placed on a five day per week, eight-hour day schedule to accommodate such events.

SECTION F. Leave: When an employee is absent on approved leave, the employee will be charged with the number of hours corresponding to the work schedule for that day. For example, an employee on a ten-hour schedule will be charged ten hours leave for approved absences.

SECTION G. Holidays: Employees will be paid according to applicable law. Normally holiday observances will not change under this schedule. However, for employees on an alternative work schedule, another workday may be designated to be observed as the "in lieu of" holiday.

SECTION H. Lunch Periods: Employees, working an approved flexible schedule, will take a 30-minute lunch. Longer lunch periods may be taken by the employee after coordination with the first line supervisor. Lunch periods normally will begin four (4) hours after the employee reports to work. Exact times will be coordinated by the employee with the first-line supervisor.

SECTION I. Generally, breaks in working hours of more than one hour shall not be scheduled (Non-AWS schedule).

SECTION J. Short rest periods not to exceed 15 minutes during each four hours of continuous work may be granted by the employee's supervisor. Longer or more frequent rest periods may be granted at the option of the supervisor if the work conditions are extremely strenuous, tedious, or climatic conditions warrant more rest.

SECTION K. When possible, employees will be allowed to utilize a suitable area with sanitation facilities during their rest and lunch breaks. As determined by the Employer, a reasonable amount of time, consistent with the nature of work performed, may be allowed for personal clean up and to store equipment before the lunch period and at the end of the workday. Fifteen (15) minutes cleanup time is considered reasonable in most instances.

SECTION L. The Agency will excuse reasonable tardiness caused by closure of the gate or gates.

## **ARTICLE 26**

### **OVERTIME**

SECTION A. It is agreed that the administration of any overtime work, as it pertains to the nature of the work, the need for special skills, and the number of employees, is solely the function of the Employer.

SECTION B. Consistent with the nature and quality of the over time work being performed, the supervisor will assign overtime work on an equitable rotating basis among qualified employees. All employees with the same grade and series may be considered qualified.

SECTION C. The supervisor will maintain a record of individuals performing overtime and those who refuse it. Overtime refused will be considered as overtime worked in settling overtime disputes. The supervisor will give advance notice as soon as possible when overtime must be worked.

SECTION D. Employees who work overtime will be allowed 15 minute paid break during each continuous four (4) hour period of overtime worked.

SECTION E. Employees called in to work outside of, and unconnected with their basic workweek, shall be paid a minimum of 2 hours pay (call-back). At the supervisor's discretion, employees will be allowed to leave after completion of the task unless there is another valid work assignment. Employees performing overtime that is an extension of their tour of duty will be paid for time actually worked in accordance with applicable regulations.

SECTION F. Employees either in training or in detail status shall be considered for overtime in their section upon return to their regular duty assignment.

SECTION G. Pay for overtime will be as prescribed by applicable government-wide law, rule or regulation. An employee who is otherwise eligible, may request compensatory time. GS and FWS employees may request compensatory time. Management will make reasonable efforts to avoid changing hours of work for the sole purpose of avoiding the payment of overtime. However, in accordance with government-wide regulations, hours of work may be changed if the agency would be seriously handicapped in carrying out its functions.

## **ARTICLE 27**

### **SIMULATED EMERGENCY SITUATIONS**

**SECTION A.** The Employer and the Union recognize that "notice" and "no notice" exercises and various simulated emergency situations are required to develop and maintain mission capabilities. Employees may participate on a voluntary basis in various phases of military exercises.

## **ARTICLE 28**

### **SUBSTANCE ABUSE PREVENTION AND CONTROL**

**SECTION A.** If the Employer suspects an employee's job performance is affected because of possible or suspected drug and/or alcohol abuse, the Employer will provide the appropriate referral. Employees are encouraged to avail themselves of the opportunity to participate in rehabilitative programs.

**SECTION B.** If the Employer suspects the employee may be under the influence of alcohol and/or drugs, and questions the ability of the employee to safely perform work, the Employer may request the employee to voluntarily submit to a breathalyzer or blood test. The test results will only be used to determine if the employee is deemed safe to perform their assigned duties. If conducted, the results of the test will be provided to the supervisor and the employee. The results will be kept confidential with the exception of the supervisor and the employee. Employees not wishing to be tested may be granted leave. Employees that refuse to be tested may do so without fear of reprisal.

**SECTION C.** Nothing in this article will prevent an employee from requesting the program's services on his or her own initiative. The name of a person voluntarily seeking assistance will not be released without the employee's consent except where such release is authorized by law and/or regulations.

## **ARTICLE 29**

### **TOBACCO-FREE ENVIRONMENT**

SECTION A. Tobacco use is prohibited in any government vehicle, building, or entryway. Tobacco includes all products that may be configured to deliver nicotine, including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, or dip. Tobacco use is allowed only in the designated tobacco areas (DTAs) and within privately owned vehicles (POVs). Tobacco use is prohibited in POVs located on the campus of the Military Treatment Facility (MTF). DTAs will be in compliance with AFI 40-102, Tobacco Free Living and waivers shall be in accordance with AFI 33-360. Each facility with a DTA will have the location of the DTA posted.

No additional time will be allowed for tobacco breaks. However, the same informal limits that govern the amount of time afforded for purposes such as visits to the restroom, snack areas, coffee pot, drinking fountain, etc., will apply to employees desiring to use tobacco. As such the tobacco breaks will be brief in duration.

Employees who use tobacco products other than cigarettes are responsible for using and disposing of these products in a trash receptacle. Exposure of other employees to the waste products will be minimized and tobacco will not be used in break rooms and common areas.

SECTION B. Employees will be encouraged to voluntarily participate in smoking cessation classes. Efforts will be made to ensure that employees enrolled in the smoking cessation classes will be able to attend sessions. Any type of authorized leave may be granted for the initial class and follow-up classes deemed necessary by the Installation Health Promotion Manager.

SECTION C. Employees violating the tobacco-free environment may be counseled. Continued infractions of the smoking policy may result in disciplinary actions.

## **ARTICLE 30**

### **EMPLOYEE DEBTS**

SECTION A. The Employer and the Union agree that employees are responsible for paying promptly all their just financial obligations.

SECTION B. The Employer and the Union recognize that, in accordance with appropriate directives, neither the Air Force nor any of its personnel will normally be placed in the position of acting as a collection agency or agent. In the event of a dispute between an employee and a creditor, the employer will normally take no action until the dispute has been resolved. However, in accordance with Section 9 of PL 103-94, as codified in 5 CFR 582, the employer will honor court orders that require an employee's debt to be withheld from their salary.

## **ARTICLE 31**

### **CONTRACTING OUT**

SECTION A. The Employer agrees to notify the Union five working days after the Civilian Personnel Office receives official notification of the intent to contract out work or outsource a function which could affect employees in the bargaining unit.

SECTION B. The Union may provide technical support to team members developing the performance work statement.

SECTION C. The Union shall be given the opportunity to attend any briefing held with affected unit employees, and appropriate meetings.

## **ARTICLE 32**

### **FIREFIGHTER UNIQUE**

SECTION A. Studies and Surveys. The Employer will notify the Local 4046 as soon as possible of general studies and surveys that may have an impact on the fire department and its personnel. When study results are made available to and received by the Employer, the Union will be notified of the outcome as it pertains to fire protection and personnel.

#### SECTION B. Firefighter Clothing Issue

1. The Employer agrees to furnish all safety clothing and equipment to fire department personnel.
2. Employer will issue secondary set of personal protective equipment in the event that personal protective equipment becomes unsafe or unserviceable. Employer agrees to maintenance and issue of personal protective equipment, excluding station uniforms. To help defray the cost of purchase, an initial and replacement allowance to cover the cost of replacing uniforms will be paid in accordance with applicable law and/or regulation to each employee required to wear the uniform. Management will normally initiate documentation for the annual uniform allowance by 1 November of each year.
3. Authorized duty uniforms will be worn by all employees during the hours of 0800-1630 on week days. Holidays, family days, goal days and other designated base down days may be excluded, unless directed by supervision for official mission purposes.
4. Physical fitness uniforms will normally be purchased by the Employer. If the Employer is unable to purchase, the Employer will notify Union and Employee as to why and when uniforms are expected to be available. An interim physical uniform is authorized and will present a professional image. Physical fitness uniforms will be authorized during times of physical exercise or extended training periods.

5. Physical fitness uniforms are authorized and may be worn after 1630 or on holidays, family days, goal days, and other designated base down days, unless directed by supervision for official mission purposes. The employee will maintain a professional image in all assigned uniforms. An athletic shoe is authorized for the physical fitness uniform.

#### SECTION C. Firefighter Training.

1. Sufficient training will be performed by fire department personnel under a variety of conditions in order to ensure the proficiency of personnel under a variety of circumstances. Management will make every effort to minimize nighttime training, training on weekends and holidays, and training under adverse weather conditions. Monthly training schedules will be posted prior to the beginning of the month. Training for a shift will be announced at the beginning of the shift. Training will not be used as a means of discipline.

2. When temperatures exceed 80 degrees F., consideration may be given to not wearing full protective clothing or rescheduling to a cooler time of the day. The same consideration may be given when the temperatures are -10 degrees F. or wind chills are minus 25 degrees F.

#### SECTION D. Physical Exercise Program/Recreation.

1. All personnel assigned to the Fire Department will participate in a physical fitness program. The program will emphasize strength and cardiovascular fitness.

2. It is recommended that the exercise take place after 1530 hrs. Management will have discretion to allow employees to work out at alternate times based on the status of training and exercises occurring within the fire department. The exercise program will normally last 60 minutes per session with 10 minutes allowed for changing into physical fitness uniform. If interrupted by an emergency, the exercise session may be resumed after the emergency.

3. The fire department personnel will be allowed to participate in recreational activities outside the fire department as approved by the fire chief or designated management official. The activity must not interfere with mission requirements.

4. The Employer will be responsible for all physical fitness equipment maintenance, repair, and replacement of existing equipment items with periodic upgrades as required. Equipment will be inspected by a qualified individual at least semi-annually or as needed. Recommended repairs will be made by a qualified individual within a reasonable time frame after inspection. The weight/cardio area where practical will be heated/cooled to a reasonable temperature.

#### SECTION E. Firefighter Physical Exams.

1. When the Employer gives a GS-0081 firefighter an annual physical examination, the exam will comply with OPM and Agency physical requirements.

2. After all tests are given to the employee, the employee will be given a copy of all test results within 30 days of the examination. Medical information is to be treated in a confidential manner and is not subject to routine or public release.

If the employee is found to have medical problems conflicting with fire fighting duties, he/she will be given notice before information is released outside his supervisory chain. The Employer may consider light duty until the medical problem has been corrected, if the problem/injury is of a temporary nature, and if light duty is available.

3. The Fire Department shall actively attempt to identify and limit the exposure of members to contagious diseases in the performance of their assigned duties. When appropriate, inoculations, vaccinations and other treatment shall be made available. Employees will be given immunizations for Hepatitis B, unless they refuse this immunization in writing.

#### SECTION F. Trading of "Kelly" Days

Trading of 'Kelly' days between 24 hour tour of duty firefighters working the same shift will be permitted subject to the following:

1. All trades must be approved in advance by the supervisor.
2. The supervisor shall be notified prior to the beginning of the pay period of all such employee arrangements. Exceptions will be made on a case-by-case basis with supervisor approval.
3. The 'Kelly' day traded shall be within the same pay period.
4. Trading will be voluntary by the employee. The employee initiating the trade will personally arrange for the other employee to work on his behalf.

#### SECTION G. Firefighter Alarm Room Relief.

1. Alarm communication center relief duties will be assigned as required. The relief will consist of two 15-minute breaks between the hours of 0800 and 1600, with one hour for noon lunch break. At the discretion of management, the individual assigned relief duties will get one full hour of uninterrupted lunch break except for emergencies or those instances when the employee is required to perform other assigned duties.
2. If an emergency arises while a civilian is on relief duty, the alarm communications center supervisor or a qualified military person, if available, will relieve the civilian so the civilian can staff his/her vehicle.

#### SECTION H. Hours of Work.

1. Each twenty four (24) hour shift will require personnel to be present and ready for duty at 0800. The shift shall consist of 8 hours of work and 16 hours of standby time.
2. The basic work week for other employees in the unit will consist of five eight-hour days within the administrative work week, except for those employees whose services are determined by the Employer to warrant other basic work weeks.
3. Notice of a change in working hours and/or days will be given to the employee seven days in advance for non-recurring shift changes and fourteen day for permanent shift changes, unless this

notice would preclude accomplishing the mission or if costs would be substantially increased. The employer agrees to consider written requests for a change to another work schedule based on a personal hardship.

4. Monday through Sunday are considered regularly scheduled work days for operations firefighters. Saturdays, Sundays, or Wing down days, when all scheduled details and training have been completed, the Assistant Operations Chief may authorize standby time for all firefighters. If advance training or other mission requirements occur during standby time, firefighters will be allowed additional standby time during hours of work as approved by designated official. The employer retains the right to schedule training as the mission requires.

5. On Federally recognized holidays, all operations firefighters will be placed on a standby after the completion of roll call and vehicle/equipment inspection. Standby status is defined to include time in which an employee is “free to eat, sleep, read, watch TV, listen to radio or engage in similar activities” in accordance with Title 5 CFR 550.143.

SECTION I. Firefighter Meetings. Firefighter employees, because of the unusual nature of their work schedule, will be given the opportunity to meet on the first Wednesday of every month for a period of time not to exceed one hour. This period is set aside in an effort to discuss problems and ideas common to both shifts and obtain adequate cross feed in the effort to resolve problems at the lowest possible level. The employee meeting will commence at 0700 hours and terminate at 0755 hours. The Employer and the Union recognize that the dates and times may vary based on mission requirements. Management is welcome to attend these meetings. Attendance at this meeting does not relieve the change.

SECTION J. Fire Department Kitchen.

1. The Employer agrees to furnish cooking, eating and drinking utensils and equipment as necessary to maintain a fully operational kitchen, so all on-duty personnel who wish to, can prepare meals within the Fire Department. The Employer will consider employee suggestions of additional kitchen equipment as budget allows.

2. The Employer agrees to maintain, repair in a reasonable timeframe, and replace all the existing equipment items, with periodic upgrades as required.

SECTION K. Adverse Weather Reporting

1. All Fire Department personnel will be considered Category 1. During all other times, the category level may be lowered by a designated management official according to the weather situation.

## **ARTICLE 33**

### **SURVEYS**

SECTION A. Surveys are voluntary contribution by employees for employer to collect data/information. Surveys are not a change in working condition and lack of participation may not be grounds of discipline action.

## **ARTICLE 34**

### **TELEWORK**

SECTION A. In an effort to provide management and civilian employees an additional tool to accomplish the mission and comply with Telework Enhancement Action of 2010, telework is authorized as follows:

1. Emergency Situation Telework: Telework performed in an employee's home or alternative worksite during a crisis situation or emergency event by designated emergency essential employees.

(a) Request must be approved by the Group Commander within the employee's chain of command.

(b) Duty time/scheduling is at the discretion of the first level supervisors based on mission impact.

2. Situational Telework: Telework that occurs on an occasional non-routine or ad hoc basis. Telework that occurs to complete short-term specials assignments or to accommodate special circumstances is also considered situational even though the Telework may occur continuously for a specific period.

(a) Request must be approved by the Group Commander within the employee's chain of command.

(b) Duty time/scheduling is at the discretion of the first level supervisors based on mission impact.

3. Routine Telework: Telework in which Telework occurs as part of an ongoing, regular schedule.

(a) Request must be approved by the Wing Commander within the employee's chain of command.

(b) Duty time/scheduling is at the discretion of the first level supervisors based on mission impact.

SECTION B. Employees who Telework must agree and comply with Air Force established eligibility criteria and the guidelines for safeguarding government property and information.

## **ARTICLE 35**

### **USE OF OFFICIAL FACILITIES**

SECTION A. Copies of law, regulations and publications are available for Union review at base publication library and legal office locations.

SECTION B. Employees may utilize the child care facility on a reservation basis policy. The fee schedule is subject to change and is available for review by the Child Care Center.

## **ARTICLE 36**

### **DUES WITHHOLDING**

SECTION A. It is agreed that eligible employees may authorize a voluntary allotment for the payment of membership dues provided:

1. The employee has voluntarily completed a request for such allotment on an SF 1187.
2. The employee receives an amount of pay sufficient to cover the full amount of the allotment after all other legal deductions have been made.
  - a. No dues will be withheld if net salary is not sufficient to cover the amount of dues, after other legal deductions.
  - b. If deductions are stopped temporarily because of insufficient salary, back dues will not be deducted from future earnings.

SECTION B. The Union agrees to acquire and distribute the prescribed allotment forms (SF 1187, Request for Payroll Deductions for Labor Organization Dues); to certify as to the amount of its dues; to inform and educate its members on the voluntary program for allotment for payment of dues, the uses and availability of the required form.

1. An allotment may be submitted by any eligible member, through the Union and the CPO to the Civilian Payroll Office at any time.
2. The allotment will be effective at the beginning of the first complete biweekly pay period after receipt of properly completed form.
3. An allotment shall be terminated when the employee leaves the unit; the employee is no longer a member in good standing; or at the termination of this Agreement.

SECTION C. The Employer agrees that it is responsible for:

1. Permitting and processing voluntary allotment of dues or revocations of dues in accordance with this article;
2. Withholding dues on a pay period basis, without cost to the Union or the employee,
3. Transmitting, on a pay period basis, remittance checks to the allotted account designated by the Union, together with a listing of employees for whom deductions were made,
4. Transmitting a copy of the listing to the Union treasurer,
5. Maintaining a supply of the Standard Forms 1188 in the CPO, and providing copies to employees upon request.

SECTION D. The parties to the Agreement agree that the amount of the dues to be deducted will not be changed more than once each 12 months.

SECTION E. An employee may voluntarily revoke his/her allotment for dues at any time by submitting an SF 1188, or written notification, to the Civilian Payroll Office. Employees may revoke their dues withholding allotments as follows:

1. The revocation of dues withholding for new members will be the first full pay period after the anniversary date of completing the first full year of dues withholding. Thereafter, procedures in E2 apply.
2. All other revocations will become effective the first full pay period following 1 March.

SECTION F. Correction of Errors.

1. Administrative errors in remittance checks shall be corrected and adjusted as soon as possible after notification.
2. An error in the amount of dues withheld shall be adjusted as soon as possible. Civilian Payroll shall provide the employee affected with the explanation, if requested.

SECTION G. Nothing in this agreement shall require an employee to become or remain a member of a labor organization except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deductions as provided by the current dues withholding agreement between the Employer and the Union.

## **ARTICLE 37**

### **DURATION OF THE AGREEMENT**

SECTION A. This agreement will expire three years from the date of approval and is subject to review by the Department of Defense pursuant to the provisions of 5 U.S.C. 7114(c). It is agreed that this agreement will be renewed for an additional three years upon review and approval by Department of Defense pursuant to the provisions of 5 U.S.C. 7114(c), unless either party gives written notice to the other party ninety days prior to the expiration of the Agreement.

SECTION B. Either party may reopen negotiations on up to a maximum of five articles, including new articles and modifications to existing articles, during the eighteenth month of the duration of this Agreement. Notification, of a desire to exercise this one-time reopening clause, must be given no later than thirty calendar days prior to the eighteenth month. Both parties understand and agree that the only exceptions to this one-time re-opener would be a change or changes to the existing Agreement required as a result of a change in law, or reopening by mutual consent of both parties.

SECTION C. It is understood that this Agreement will terminate at any time it is determined that the Union is no longer entitled to exclusive recognition under Chapter 71 of Title 5 of United States Code.

SECTION D. It is understood that any supplement or amendments to this agreement require the same approval as the basic agreement.