

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
BARKSDALE AIR FORCE BASE, LOUISIANA
AND
NATIONAL FEDERATION OF FEDERAL
EMPLOYEES, LOCAL 1953

IMPLEMENTATION DATE: 19 SEP 2019



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PREAMBLE

This Collective Bargaining Agreement, hereinafter referred to as the *Agreement*, is unilaterally being implemented by Barksdale Air Force Base, Louisiana, hereinafter referred to as the *Employer*, and will cover all Bargaining Unit Employees represented by NFFE Local 1953, hereinafter referred to as the *Union*, after the Union waived their right to bargain. This is a successor Agreement to the expired 8 MAY 1991 Memorandum of Agreement. The Bargaining Unit, hereinafter referred to as the *Unit*, covered by this Agreement and represented by the Union, is composed of all professional and non-professional civilian employees paid from the appropriated funds of Barksdale Air Force Base and on-base tenant organizations. Excluded employees are: Management officials, supervisors, and employees described in 5 U.S.C. 7112 (b)(2)(3)(4)(6) and (7). The Employer recognizes that the Union is the exclusive representative of all Unit employees.

PROVISIONS OF LAW AND REGULATION

In administering all matters covered by this Agreement, officials and employees are governed by all existing or future laws and regulations, including policies set forth in Government-wide regulations, and by published Air Force and Department of Defense policies and regulations. The Employer and the Union have an obligation to administer the provisions of the Agreement in a manner that promotes efficient and effective government pursuant to Chapter 71 of Title 5, US Code.

ARTICLE 1 – Use of Taxpayer-Funded Union Time

- 1.1 General: The Employer agrees to allow elected Officials, appointed Union Stewards, and Unit Employees a reasonable amount of Taxpayer-Funded Union Time (TFUT), if otherwise in a duty status, for performing tasks explicitly mentioned in this Agreement as long as the Union has not exceeded their TFUT limit as described in Article 1.2. TFUT must be used efficiently and in amounts that are reasonable, necessary, and in the public interest and will normally be granted by the supervisor or designee at the time it is requested. However, if workload considerations preclude approval, the supervisor or designee shall advise when release is possible. The amount of time will be determined on a case-by-case basis and will take into consideration the scope and complexity of the specific function.

- 1.2 Limit: The Union will receive no more than one (1) hour of TFUT, per Position covered by the Unit, per calendar year. This time is all inclusive of official time used by BUEs, elected Officials, and Union Stewards for any and all purposes included in this Agreement.

- 1.3 Authorized Functions: Union Stewards and elected Officials will be allowed TFUT when representing the Union or employees while:
 - a) Performing Representational duties that allow the Union to fulfil their statutory obligation.

- 1.4 Taxpayer-Funded Union Time for Employees: Employees will be granted a reasonable amount of TFUT to present grievances, and prepare and present appeals where authorized by applicable law and/or regulation.

- 1.5 Functions for Which Taxpayer-Funded Union Time is Not Authorized: No TFUT will be authorized for functions not clearly listed by applicable law or regulation. TFUT is prohibited for any activity performed by an employee relating to the internal business of the Union. This includes, but is not limited to: solicitation of membership, training, election of Union Officials, preparing proposals not solicited by the Employer, the Union’s decision process or preparation required to file and/or take a case to arbitration, or the decision to file and preparation of an Unfair Labor Practice (ULP) charge.

- 1.6 Taxpayer-Funded Union Time Record Keeping: To properly account for the use of TFUT, elected Officials, Stewards, and Unit employees must request TFUT from their supervisor and provide a specific reason for their request. Their request must be requested and approved in the Electronic Timekeeping System before it is taken.

ARTICLE 2 – Union Rights

- 2.1. Parking: The Employer will not provide any Official Parking spaces to the Union.
- 2.2. Use of Bulletin Board Space: The Employer will not provide Bulletin Board Space to the Union.
- 2.3 Office Space: The Employer will not provide office space to the Union.
- 2.4 Union Use of Telephone and Computers: The Employer will not provide a telephone(s) and/or computer(s) for Union use. Government computers, email addresses, and telephones may not be used for Union business, unless the correspondence is directly with the Employer (i.e. – the Labor Relations Officer, management, etc.)
- 2.5 Agreement Copies: The Employer will share an electronic copy of the Agreement with the Union.
- 2.6 Union Training: Taxpayer-Funded Union Time (TFUT) for Union training will only be allowed in accordance with applicable Government-wide laws and regulations. Any and all TFUT used for eligible training will count against the Union’s Annual TFUT limit as described in Article 1.2.

ARTICLE 3 – Payroll Deductions for Union Dues

- 3.1 Eligibility: Eligible employees who are employed in the Unit, and who are members in good-standing with the Union, may authorize an allotment of pay for the payment of dues for membership in accordance with applicable Government-wide regulations.
- 3.2 Process: The Union will validate that an employee is a Unit Employee before collecting and submitting the appropriate payroll deduction form.
- 3.3 Responsibility: The Union is responsible for informing Unit Employees, the Employer, the Labor Relations Officer, and the Civilian Pay Office of any changes in by-weekly pay deduction amounts.
- 3.4 Remittance of Dues Collected: After one year of paying dues, Unit Employees may stop their dues withholdings at any time by contacting the Labor Relations Officer.

ARTICLE 4 – Negotiated Grievances

- 4.1 Purpose and Definition: A Grievance is a disagreement by the Employer, the Union, or an employee of the Union on a matter which is subject to control of the Employer or Union.
- 4.2 Process: Unit Employees may start the Grievance Process with either an informal grievance or a Formal Grievance. The Union and the Employer, may only utilize the Grievance process IAW 4.7.
- 4.3 Representation: The Union is the exclusive representative for Unit Employees, and a Unit Employees is entitled to a Union representative at any step of the Grievance Process.
- 4.4 Exclusions: The following matters are excluded from this grievance procedure:
- a) Any claimed violation of subchapter III of chapter 73 of Title 5 of the United States Code. This includes any violation or disciplinary action relating to prohibited political activities or anything reasonably construed as a violation of the Hatch Act; Retirement, life insurance, or health insurance; A suspension or removal under 7532 of Title 5 of the United States Code (involving national security reasons); Any examination, certification, or appointment. This includes non-selection for a position vacancy from a list of referred candidates; The classification of any position which does not result in the reduction in grade or pay of an employee; The content or interpretation of any regulation (e.g., Air Force, DoD), provision(s) of law, or regulations of appropriate authorities outside of the organization, regardless of whether such policies, laws, or regulations are quoted, cited, otherwise incorporated, or referenced in this Agreement; Resignation, termination or removal of term or temporary employees; termination of temporary promotions; termination of probationary or trial period employees; termination of employees serving under Excepted appointments; or a decision not to extend any term or temporary employee; Non-adoption of a suggestion; Failure to receive or disapproval of a performance or other discretionary award to include time off and honorary awards and the amount thereof; Performance warnings, expectations, counseling, appraisal ratings, or placement of an employee on a Performance Improvement Plan (PIP); Requirement to submit to a fitness for duty examination; Agency investigations into loss or damage to government appropriated and non-appropriated fund property to include findings of pecuniary liability for damage to government property; Any warning notices, oral or written counselling's or admonishments, or letters of caution or requirement; Notices of proposed disciplinary or adverse action; Management's decision on requests for Voluntary Separation Incentive Pay (VSIP) or Voluntary Early Retirement Authority (VERA); The decision by either party to not extend the time limits of the grievance procedure; Actions where no form of personal relief to the employee is available; Equal Employment Opportunity complaints or allegations; Any matter appealable to the Merit Systems Protection Board; Allegations of mismanagement; A personal action voluntarily requested by an employee; Any assignment of duty that is part of an employee's job description; Any matter that has its own review or appeal procedure stated as part of its regulatory provisions; Complaints over which management has no obligation to consult with the union, any matter raised as an Unfair Labor Practice charge, and any matter not subject to the control of management; FLSA claims; The determination of performance standards and critical elements; A specific action required by an authority outside Department of the Air Force; Wage or salary rates or schedules established by appropriate authority; Matters accepted by the Inspector General or Auditor General for review; Employee performance ratings other than unsatisfactory provided all

procedural requirements have been met; or Any issue previously decided in an earlier grievance brought by the employee; Furlough of thirty (30) days or less, imposed by higher authority; Failure to recommend and/or disapproval of discretionary funding programs where Management has no influence over the selection process (e.g., student loan repayment, tuition reimbursement, etc.); and Issues related to covered employees seeking placement in positions outside the bargaining unit.

4.5 Informal Grievance Procedure for Unit Employees:

- a) An aggrieved Unit Employee may file a written Informal Grievance to his or her appropriate management official. The Informal Process is encouraged, but not required. A grievant may choose to bypass the Informal Process and proceed to the Formal Grievance Procedure in Article 4.6.
- b) Informal grievances must be submitted in writing to the appropriate management official within ten (10) days following the date of the act or event the employee believes created the problem, or the date the employee became aware of (or reasonably should have become aware of) the act or event. An issue regarding a continuing practice or condition may be presented at any time. The appropriate management official will determine the timeliness of the grievance and ensure it meets all of the eligibility requirements before proceeding to Article 4.5.c.
- c) The management official must consider the employee's Informal Grievance and attempt to resolve it within 15 days, but no later than 30 days from the date the problem is first brought to the management official's attention. The management official must inform the LRO and the employee of the decision. The employee is responsible of informing their Union Representative, if they choose.
- d) If an employee is not satisfied with the decision, they may file a Formal Grievance.

4.6 Formal Grievance Procedure for Unit Employees:

- a) If an aggrieved Unit Employee is not satisfied with the decision from the Informal Grievance Process, or has chosen to bypass the Informal Process (Article 4.5.a), the grievant, with or without assistance from the Union, may file a Formal written Grievance IAW the same timeframe and process outlined in Article 4.5.b.
- b) The appropriate management official must consider the employee's written Formal Grievance and attempt to resolve it within 15 days, but no later than 30 days from the date the problem is first brought to the management official's attention. The management official must inform the LRO and the employee of the decision. The employee is responsible of informing their Union Representative, if they choose.
- c) If the aggrieved Unit Employee is not satisfied with the decision, they may discuss with the Union about proceeding to arbitration.

4.7 Union and Employer Grievances:

- a) Employer grievances are submitted in writing by the first O-6 Commander in the Labor Relations Officer's (LRO) chain of command, or designee, to the Union President within 20 days after discovery of the matter that gave rise to the grievance. The Parties will meet within 10 days after

receipt of the grievance to discuss the issue(s). The Union President or designee shall give a written answer to the O-6 Commander or designee within 10 days after the meeting. If the Grievance is not settled by this method, the Employer may refer the matter to arbitration IAW Article 5.

- b) Union grievances are submitted in writing by the Union President or designee, to the first O-6 Commander in the LRO's chain of command, or designee within 10 days after discovery of the matter that gave rise to the grievance. The parties will meet within 10 days after receipt of the grievance to discuss the issue(s). The O-6 Commander or designee, shall give the Union President a written answer within 20 days after the meeting. If the grievance is not settled by this method, the Union may refer the matter to arbitration IAW Article 5.

4.8 Grievances must include the following:

- a. The name(s) of the grieving employee(s) or a statement that the grievance is filed on behalf of the Union or the Employer.
- b. A statement specifying that the matter is being presented as a grievance
- c. The event upon which the grievance is based and the date it occurred;
- d. The law, rule, regulation, or CBA Article the aggrieved party believes was violated;
- f. The requested remedy;
- e. The signature of the filing party and his/her designated representative, if applicable.

4.9 Timeliness

- a) Negotiated Grievances that are not submitted within the timeframes listed in Article 4 (whether informal, formal, or a grievance advancing to the next step) will be considered untimely and non-arbitrable.
- b) Procedural arbitration objections must be raised at the earliest possible time.

ARTICLE 5 – Arbitration

- 5.1 Initiation: If the Union or Employer would like to refer a matter to arbitration IAW Article 4, official notification to all parties must be done within 20 days following the receipt of a Grievance Decision.
- 5.2 Selection of an Arbitrator: Within five (5) workdays from the date of receipt of a valid arbitration notice, the moving Party shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) impartial persons qualified to act as arbitrators. If for any reason the moving Party refuses to request a list from FMCS, the other Party may make a direct designation of an arbitrator from FMCS. A brief statement of the nature of the issue(s) in dispute will accompany the request to enable the FMCS to submit the names of arbitrators qualified for the issues involved. A copy of any contract provision relating to arbitration of the grievance shall accompany the request. The Parties shall meet within 15 workdays after the receipt of such list to select an arbitrator. The Parties will each strike one arbitrator's name from the list. The first strike will be by the moving Party. The striking procedure will be repeated until one name remains on the list. That individual shall be duly selected as the arbitrator. If for any reason either Party refuses to participate in the selection of an arbitrator from the list, the other Party shall be empowered to make a direct designation of an arbitrator on the list to hear the case.
- 5.3 Expenses: The total cost of arbitration shall be borne equally by the Employer and the Union. Arbitrator's fees will be paid to the Arbitrator after the final decision is rendered. If requested by the arbitrator, a verbatim transcript will be taken. The cost of the transcript will be included in the total cost of the arbitration. If either Party requests a transcript, they will pay the full cost. If the other Party requests a copy of that transcript, they will pay one-half of the original cost for a copy of the transcript to the other Party. No such requests will be made under the Freedom of Information Act.
- 5.4 Other:
- a) All other processes and procedures for Arbitration will be in compliance with applicable FMCS rules and regulations.
 - b) Arbitrators must first consider procedural objections to the arbitration, before reaching the merits.

ARTICLE 6 – Attorney Fees and the Back Pay Act

6.1 – Fees: All Attorney fees and expenses will be paid for by the individual and/or party who requested and utilized their service(s).

6.2 – Any award of Attorney fees must conform to applicable law and decisions of the MSPB and its reviewing court.

6.3 – Any determinations regarding Back Pay will be in accordance with the Back Pay Act.

ARTICLE 7 - Other

7.1 Work Schedules: Management has the right to approve or deny any and all work schedules IAW applicable laws, rules, and regulations.

7.2 Leave: Management has the right to approve or deny leave, and administer leave practices/policies IAW applicable laws, rules, and regulations.

7.3 Dress and Appearance: All Dress and Appearance standards, including the wear of uniforms, shall be determined by Management, if not explicitly discussed in applicable laws, rules, regulations, and policies.

7.4 Other: Anything not explicitly addressed in this Agreement will be up to the discretion of Management IAW all applicable laws, rules, regulations, policies, and guidelines.

EFFECTIVE DATE AND TERMS OF AGREEMENT

The effective date of this Agreement shall be the date of implementation. This Agreement will remain in full-force for a single period of three (3) years from the implementation date. If, between 105 - 60 calendar days before the three (3) year period concludes, there is not a written notice provided by one of the parties to the other notifying them of their intent to renegotiate the Agreement, subject to agency head review by the Department of Defense pursuant to section 7114(c) of Title 5, U.S. Code (5 USC 7114(c)) following the open window described in this section, this Agreement shall automatically be renewed for a second three (3) year period. At the conclusion of that second period, the contract will expire.

Any and all subsequent Agreements between Barksdale AFB and NFFE Local 1953 will be subject to agency head review by the Department of Defense pursuant to section 7114(c) of Title 5, U.S. Code (5 USC 7114(c)).

DEFINITIONS

Applicable Guidance – This includes: Current or future government-wide rules and regulations, Department rules and regulations, Agency guidance and policies, Installation guidance and policies, and other directives/policies/procedures administered by leadership.

Days – Unless otherwise specified, days are calendar days.

Reasonable – This will be determined by management.

FOR THE UNION:

Union President, NFFELocal 1953

FOR THE EMPLOYER:

19SEP 19

DATE

LABOR RELATIONS OFFICER

19SEP 19

DATE

COMMANDER, 2d BOMB WING