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Appendix 1 – Overtime Frequently Asked Questions (FAQ)

Article 1

Recognition

Section A: This supplement agreement is executed pursuant to the authorization in Article 34 of the 2017 Master Labor Agreement (MLA) between the American Federation of Government Employees (AFGE) Council 214 and the Air Force Materiel Command (AFMC). The following articles constitute the collective bargaining agreement between AFGE Local 916, hereinafter referred to as the Union, and Tinker Air Force Base, hereinafter referred to as the Employer.

Section B: In the event a new MLA is executed, and the parties agree locally to roll-over the existing Local Supplement Agreement (LSA), the parties will update the MLA reference described in Section A.

Article 2

Effect of Instructions and Practices

Section A: Subsequent to the effective date of this supplement agreement, any local instruction or practices that conflict with or are inconsistent with the provisions of this agreement will be subordinate to such provisions. Where law, government wide rule or regulation requires the inclusion of provisions in subsequently published higher authority directives or instructions that conflict with this agreement, those provisions shall be governing. Waiver of this agreement may only be accomplished by mutual agreement of the AFGE Local 916 President and the Installation Commander.

Article 3

Administration

Section A: The base telephone directory will list the Union office numbers. The employer will provide the Union with five laptop computers for dot-mil access. Union representatives will be permitted to use government telephones and computers when conducting labor-management relations.

Section B: Up to twice annually, the employer upon request will furnish the union a listing of all bargaining unit employees reflecting position title, pay plan, series, grade, organization, and leave service computation date.

Section C: Upon request, employees will be allowed duty time to review regulations and policies pertaining directly to them as workload requirements permit.

Section D: The employer will furnish the Union with 4000 copies of this contract.

Section E: The employer agrees to consider Union articles, submitted to the Labor Relations Office, for publication in the Tinker Take Off. Approval by the Labor Relations Office of articles considered to be of interest to employees does not guarantee they will be published in the Take Off.

Article 4

Union Bulletin Boards and Newspaper Stands

Section A: The Employer agrees to afford space on Tinker Air Force Base for a maximum of 250 bulletin boards and 125 newspaper stands in buildings that employ members of the base wide bargaining unit. All boards and stands will be furnished by the Union. Each bulletin board will not exceed 25” by 35” in size, without prior approval from the Labor Relations Office. The size of newspaper stands will adhere to the industry standard for free publications.

Section B: The Union is solely responsible for the maintenance and appearance of all boards and newspaper stands. The Labor Relations Office or other representative will notify the Union of any bulletin board or newspaper stand requiring maintenance or becoming a safety hazard because of its condition or location. The Union will remove, replace, or make the necessary repairs within fourteen calendar days from the date of the notification. Bulletin boards and newspaper stands that have not been repaired or replaced in accordance with the above notifications shall be removed and disposed of by government officials. The Labor Relations Office will provide notification when the movement of boards or stands is required due to building renovations.

Section C: The Union may place newspaper stands and/or bulletin boards at entrances and in break areas where similar information sources are located. It is understood by the parties that approval of the management official or supervisor responsible for the area will be obtained for the location utilized for Union newspaper stands and/or bulletin boards, and that appropriate fire and safety practices will be complied with. When newspaper stands and/or bulletin boards are located in areas where employee access is restricted, the stands must be set

up and serviced by an employee who is properly cleared to enter the restricted area.

Article 5

Labor Management Cooperation

Section A: When a Section (Flight), Branch (Squadron) or Division (Group) level steward requests a meeting with their corresponding management official, such meetings will normally be called at a mutually agreeable time by the appropriate management official within seven to ten calendar days of the receipt of the written request to include specific agenda items. Grievances and mid-term negotiations shall not be considered appropriate topics of discussions for these meetings. The number of requests to any one management official shall normally not exceed one per month.

Section B: This article does not preclude informal contacts and communications as such communications are encouraged to resolve work place concerns at the lowest possible level.

Section C: Consistent with the MLA, the union shall have a right to appoint a representative on committees considering matters that affect bargaining unit employees. The Union will be afforded an opportunity to participate at the onset of said committees. Union representative will be on official time if the representative is otherwise in a duty status when attending committee meetings. Appropriate shift changes will be made to accommodate participation of the representative designated by the union to serve on the committee(s).

Section D: The parties agree the sharing of readily available information that is necessary for full and proper discussion and understanding of the issues being discussed, investigated, negotiated, or grieved is to the mutual benefit of both management and AFGE Local 916. It is critical for both parties to understand what specific data is needed and what data may be available in order to have an open exchange of information. In order to expedite the sharing of necessary information the request must clearly identify what information is desired, why it is needed, and how it will be utilized to further issues being discussed, negotiated, or grieved.

Section E: It is agreed simple information requests should be worked informally at the lowest feasible level. In the event AFGE determines a request is being unduly delayed or denied, it will be brought to the attention of the Labor Relations Office. The Chief Steward, or designee, and the Labor Relations

Officer, or designee, will attempt to resolve the matter prior to soliciting redress through the Federal Labor Relations Authority (FLRA).

Section F: In the spirit of partnership and better labor-management relations, upon mutual agreement as to a location, the union will be provided an office to include a telephone with DSN capability and internet/intranet access to include email within building 9001 in an area centrally located and readily accessible to bargaining unit employees. The purpose of the office will be to provide a work area affording reasonable privacy for Stewards to work on grievances and provide assistance to bargaining unit employees. It is understood there is no intention to deviate from past practice or the MLA concerning official time. The union will maintain the office in accordance with commonly accepted standards, establish set operating hours during prime periods (i.e., Mid-Day) and will assure the office is staffed during the designated operating hours.

Article 6

Records

Section A: An employee or the employee's properly authorized representative may review any personal records and/or folders pertaining to them, not prohibited by law. Personal records and folders include but are not limited to records of training/certification and medical files. Upon request, employees or their properly authorized representative will be given a copy of specific documents contained in these files within three (3) work days of request. A written request will be submitted in order to obtain complete copies of the records. Such request will be filled within seven (7) work days.

Section B: Upon request to the appropriate authority the union will be provided releasable reports and/or records maintained in the ordinary course of business regarding accident, incident, and exposure(s) to hazardous conditions.

Article 7

Solicitations

Section A: The Employer agrees to ensure that no employee is subject to any compulsion, harassment, coercion, or reprisal in connection with the solicitation of voluntary contributions. Employees may participate in fund raising efforts by submitting sealed, unmarked envelopes provided by the employer. The intent is for individual employees not be placed in a situation where they are required to

give a yes or no answer to the solicitor, nor will they be contacted a second time after their initial participation. No list will be kept showing employees' names or amounts of contributions except by officials responsible for the accounting process. No such information will be displayed or disclosed to unauthorized persons.

Article 8

Overtime

Section A:

1) The opportunity for overtime assignments will be rotated, at the lowest supervisory or work crew level, among employees, by series, grade, and SCD, who have the ability to perform the task for which the overtime is required. Overtime will not be assigned as a reward or penalty.

2) Supervisors will maintain overtime rosters, based upon series, grade, and SCD, to assure that each employee receives an equitable opportunity for overtime assignments. Separate rosters will be established for overtime on scheduled workdays, scheduled days off, and mandatory overtime assignments. The rosters will be maintained for 6 months or until all outstanding grievances are resolved. All annotations on rosters will be in ink. The steward, who has been designated as the representative for the particular organization, may review rosters upon request.

3) Overtime rosters are not a record of overtime worked, but merely a record of employees being provided the opportunity to volunteer for the assignments, or being directed to work the assignment.

Section B:

1) When an employee has been loaned or detailed to the same organization in excess of 30 consecutive days, the employee will be removed from the overtime rosters of his/her assigned organization on the 31st day and placed in the appropriate spot on the overtime roster of the organization to which they are loaned or detailed.

2) The employee may be placed on the roster of the gaining organization and removed from the roster of the losing organization prior to the 31st day if the gaining supervisor determines the employee possesses the necessary abilities to perform the overtime work.

Section C: The supervisor is responsible for determining the necessary ability to perform the overtime tasks, and may use an employee's PAC record in making this determination. Employees not certified on the tasks to be performed are eligible for the overtime (voluntary or mandatory) if they are determined qualified to the extent necessary. An employee's abilities, as they relate to overtime assignments, will be discussed with the employee upon request and a written record of the discussion will be placed in the employee's 971 file.

Section D:

1) Codes will be used to record all overtime opportunities offered or directed to employees. The following codes will be annotated on the roster as appropriate: W for employees who volunteer to work and be paid at the overtime rate; C for employees who volunteer to work and may be granted compensatory time off in lieu of overtime payment for irregular or occasional overtime work; D for employees who decline; LA for employees who lack the necessary ability to perform overtime duties; NA for employees who are not available (employee is not in a duty status when the roster is run); and M for an employee passed due to military obligations.

2) The employee will initial the rosters for all codes, except M (Military obligation). Mandatory overtime rosters will use the code W to reflect mandatory overtime assignments. The designated group steward, upon request, will be informed of the overtime worked, the number of hours and employees involved and the abilities required for the work.

Section E:

1) When employees are required to work overtime on their regular days off, they will normally be given a minimum of one and one-half work days' notice before the overtime is scheduled to begin. When employees are required to work overtime in conjunction with their normal workday, they will normally be given a minimum of two hours' notice before the overtime is scheduled to begin.

2) Employees who are scheduled to work overtime and are prevented from reporting for the overtime assignment, will notify management of their absence not later than two hours after the start of the overtime assignment. Management will provide contact information to employees when overtime assignments are

made, and will assure personnel are available to contact. Employees will not be charged leave for the absence.

Section F:

1) Overtime will be compulsory only when organizational requirements must be met. Upon presentation of relevant documentation to the supervisor, an employee may request exemption from compulsory overtime for reasons of health, education, hardship or religion. The supervisor, upon consideration of the provided documentation and the need to have the employee on duty, may grant the exemption. When an exemption from compulsory requirements is granted the employee receiving the exception will be required to work the next compulsory requirement before any other employee is mandatorily directed.

2) When non-volunteer employees have been compelled to work four consecutive scheduled days off, the appropriate squadron steward may request and will be granted a meeting with the appropriate squadron chief to discuss the situation. If the problem is not resolved it may be elevated to the next supervisory level.

Section G: When overtime requirements cannot be met by volunteers within the supervisory or work crew area, the supervisor responsible for the work to be performed will consider soliciting volunteers from another supervisor or work crew area. Selection from the other supervisory or work crew area will be consistent with the provisions of sections A and C above.

Section H: Employees called in to work outside of, and unconnected with, their basic work week shall be paid at a minimum of two hours of overtime pay, regardless of whether they are required to work the entire two hours. Normally, an employee shall not be required to stand-by or perform makework routine duties awaiting the elapse of the entire two hours.

Section I:

1) Employees will be allowed a ten-minute paid break at beginning of any overtime period of two hours or more immediately following an eight-hour shift.

2) Employees who are required to report two hours early will be provided with a ten-minute paid break, prior to the start of the regularly scheduled work day.

3) Employees will be allowed a paid ten-minute break during the middle of each period of four consecutive hours of overtime work.

Section J: When employees cannot take advantage of their turn for overtime work assignment opportunities due to required military meetings they shall not be counted as having declined to work overtime. In such situations, employees will retain their priority standing on the overtime rosters provided they submit to their supervisors, upon return to work, a statement of attendance signed by the proper military authority. Employees will receive priority only for the first overtime opportunity after they return to work.

Section K: When employees assigned to swing or graveyard shifts are temporally shift changed for an extended period of time in order to receive training, the employee will be added to the day shift roster in the appropriate spot. An extended period of time is defined as in excess of one calendar week. Employees receiving training during their normally assigned shift are eligible for overtime opportunities unless working the training assignment would prevent a significant portion of the overtime work being performed.

See Frequently Asked Questions, Appendix 1

Section L: When it is determined through the grievance or arbitration process that the grievant or grievants have been denied the opportunity for overtime work in violation of this article, the grievant(s) shall be made whole in accordance with 5 USC 5596. Payment is limited to the grievant or grievants that were improperly bypassed and cannot exceed the number of employees worked in violation of this article.

Article 9

Holidays

Section A: Employees are entitled to all holidays as prescribed by Federal law, that may be added by Federal law, and that may be designated by Executive Order. Holidays will be observed in accordance with applicable law, rules, and regulations.

Section B: The opportunity for holiday work assignments will be rotated equitably among qualified, available employees possessing the ability to perform the work to be accomplished on the holiday, by grade, at the lowest supervisory or work crew level. Holiday work will not be assigned to employees as a reward or penalty.

Section C: It is agreed that, subject to organizational requirements, work on holidays shall be held to a minimum. Work on holidays shall be compulsory only when official organizational requirements must be met. When work is scheduled to be performed on a holiday, affected employees will normally be given a one week notice. Should the employer be unable to meet the notice requirements, the supervisor will notify the designated steward and inform the steward of the situation.

Section D: Supervisors will maintain rosters based on service computation date to record all holidays worked and declined to assure each employee receives equal opportunity, in accordance with the particular abilities determined necessary to accomplish the work to be performed on the holiday, to participate in holiday assignments. Upon request, employee abilities, as they related to holiday assignments, will be discussed with the employee. Rosters may be reviewed by the Chief Steward or steward designated by the union to represent the organization upon request.

Section E: Employees who work on holidays as part of a long weekend will be given first consideration for overtime work during the weekend. If the holiday falls on Monday or Tuesday, it will be considered to be in conjunction with the preceding weekend. If the holiday falls on Wednesday, Thursday, or Friday, it will be considered to be in conjunction with the following weekend. If the overtime requirement is not filled by employees working the holiday, the overtime roster will be used to complete the overtime assignment. When employees work overtime out of turn in connection with a holiday, they will have taken their next turn and the overtime roster will be so annotated. If an employee working on a holiday, declines overtime in connection with the holiday, the declination will be charged to the employee's next turn on the overtime roster.

Section F: When employees cannot take advantage of their turns for holiday work assignments due to required military meetings, this shall not be counted as a refusal to work on the holiday. Employees retain their priority on the holiday roster provided they submit to their supervisors, upon their return to duty, a statement of military meeting attendance signed by the proper military authority.

Article 10

Reduction in Force (RIF)

Section A: Notification Requirements:

1) At the earliest feasible date, prior to notification of affected employees, the Employer will notify the Union of the proposed implementation date of a RIF and/or transfer of function activity where five or more unit employees are identified to be reduced in grade or separated by reduction in force procedures.

2) The Employer agrees to provide the following information as soon as it is available to the Union:

(a) The reason for the RIF or transfer of function.

(b) The numbers, types and grades of employees involved.

(c) The anticipated effective date of the action.

3) The Union may designate one representative who will be permitted to review RIF notices and placement actions pending issuance by the Air Force Personnel Center (AFPC). All persons who have access to RIF information will maintain the confidence of the information until such information is officially released. This does not preclude the union representative(s) designated in accordance with this section from discussing the RIF and information pertaining thereto with the local Union President who will also abide by the confidentiality requirement. If the RIF will reduce in grade, separate, or otherwise adversely affect 300 or more activity unit employees, one representative for each multiple of 300, not to exceed 4 representatives, may be designated by the union. The Union may appoint an alternate for each designee, with the understanding the alternates will only be recognized when the primary representative(s) is not available to perform the designated duties.

Section B: Reducing Impact of RIF:

1) In the event of a RIF, existing vacancies will be utilized to the maximum extent possible to place employees in continuing positions in order to minimize adverse actions and reduce separations.

2) The Employer shall request, when appropriate, that HQ AFMC, or other authority as appropriate, determine the agency is undergoing a major RIF for the purpose of authorizing voluntary retirements under 5 USC 8336(d)(2). Upon

request, the Employer will provide the Union information and consider recommendations concerning selection criteria for early retirement and associated incentives to be offered to bargaining unit employees.

3) At such time as a RIF has been announced, affected employees eligible for retirement will be provided duty time to contact AFPC regarding applicable retirement benefits consistent with existing practices.

Section C: RIF Placement:

1) The Employer, consistent with mission requirements, shall make a maximum effort to waive qualification requirements in assignments to vacant positions during reductions in force.

2) Employees whose qualification requirements were waived and placed in a position with different duties from those previously performed will receive job related training as determined necessary by the Employer to enable the employee to perform work at an acceptable level.

3) Prior to RIF notices being issued, employees will be allowed time to update/submit resumes to document prior work experience.

Section D: Access to Information:

1) Retention registers shall be established and employees listed in order of their retention standing, tenure group, and sub-group.

2) An employee affected by RIF or the designated representative has the right to inspect RIF records pertaining to the employee's individual action.

Section E: RIF Notices:

The Employer shall provide a written notice to each employee affected by a change to lower grade or separation in a RIF at least sixty (60) calendar days prior to the effective date. The notice shall state what action is being taken, the effective date of the action, the employee's service computation date, and subgroup. It shall describe the employee's competitive area and competitive level.

Rights of appeal and time limits on such appeals will also be in the notice.

Section F: Pay Retention:

Pay retention for affected employees will be allowed as provided for under appropriate law and regulations.

Section G: Off Base Unemployment/Reemployment:

1) In the event of a RIF affecting release of employees, the Employer will determine from the appropriate state employment service whether any of the affected employees may be eligible for training at government expense and, if so, will inform the employees how to apply for such training.

2) The Employer will advise employees who are separated by a RIF of other federal agencies within the competitive area who may be a possible source of employment.

3) Any career or career conditional employee who is separated because of a RIF will be placed on a re-employment priority list in accordance with applicable rules and regulations, and such employees will be given preference for rehiring in temporary and permanent positions for which they are qualified. It is understood the acceptance of temporary employment will not alter an employee's right to be offered permanent employment.

Section H: Details/ Temporary Promotions during RIF:

Employees on details or temporary promotions will not be released from the temporary position but rather the employee's permanent position.

Section I: Transfer of Function - Relocation Expenses:

1) The Employer agrees to pay relocation expenses for employees relocated by transfer of function as allowable under appropriate regulations.

2) The Employer will grant excused absence to those employees moving as a result of RIF or transfer of function to find new housing and schools, to make arrangements for disposition of their current homes, and to handle any other matter involved in the move, to the extent allowed under appropriate regulations.

Section J: Employees Who Choose Not to Transfer:

For employees who do not wish to transfer with their function, the employer will make every effort to find a position within the competitive area to place the employee in accordance with mandatory placement priorities.

Section K: Information Update to Union:

1) The Employer will periodically update the Union on the status of the RIF and/or transfer of function.

2) Employees who are downgraded as a result of RIF will be entitled to appropriate priority promotional consideration in accordance with Article 14 of the MLA.

Section L: Administering RIF Avoidance Voluntary Early Retirement Authority (VERA) with Voluntary Separation Incentive Payment (VSIP) Authorities:

1) VERA/VSIPs are used to incentivize employees to separate in order to create vacancies for employees whose positions have been abolished. The decision to utilize VERA/VSIP is a reserved management right.

2) Once management identifies the position(s) Manpower Position Control Number (MPCN) to be abolished, surplus employees are identified by;

(a) Listing all employees within the affected organizations and on similar positions as the position(s) to be abolished. The least senior employee by Leave Service Computation Date (SCD) within that organization will be identified as surplus.

(b) If applicable (in downsizing situations), surplus employees' qualifications are reviewed against vacancies for possible placement. If there are surplus employees who cannot be reassigned to vacant positions, VERA/VSIP incentives may be approved.

3) Once the decision to utilize VERA/VSIP incentives has been approved, employee interest in possible VERA/VSIP will be obtained by surveying eligible employees in order to find possible placement for surplus employees.

Once the potential pool of eligible employees for VERA/VSIP is identified;

(a) VERA/VSIP offers are extended to employees in the same pay plan, series and grade as the surplus employee in the following order;

(1) Optional Retirement Eligible in SCD Leave seniority order

(2) Early Retirement Eligible in SCD Leave seniority order

(3) Non-Retirement Eligible in SCD Leave seniority order

(b) Employees who receive a VERA/VSIP Offer are allowed no less than 3 business days to accept or decline the offer. Once an offer is accepted, it is considered irrevocable as stated in the offer. If an employee attempts to withdraw acceptance of an offer, the employee must provide written justification to support the request. The request will be reviewed by the Installation Commander or designee who may accept or deny the withdrawal request.

4) If no employees in the same pay plan, series, or grade as the surplus employee indicate an interest in VERA/VSIP, the surplus employee's resume will be used

to determine if the employee qualifies for placement in another pay plan, series, or grade. In the event, placement is an option in a different pay plan, series or grade, VERA/VSIP offers are extended in the same order as identified in 3)(a) and (b).

5) Surplus employees are then reassigned to the position occupied by the VERA/VSIP recipient. Reassignment will typically occur within one pay period immediately after the VERA/VSIP recipient separates.

6) If no position is identified for the surplus employee, the employee remains in the base surplus placement program.

Article 11

Alternate Supervisors

Section A: Alternate supervisors are defined as non-supervisory personnel assigned temporary and limited supervisory duties in the absence of the assigned supervisor. Absent qualified higher-graded volunteers, lower-graded employees may supervise higher-graded employees. Generally, these duties are limited to approving leave of eight hours or less, making work assignments, soliciting volunteers for overtime, and inputting time system transactions as appropriate. Employees who desire to serve as alternate supervisors may request consideration in writing, with the understanding management reserves the right to select which employees serve in this capacity.

Section B: Alternate supervisors will be identified to all employees prior to the absence of the regular supervisor, or as soon as possible in the event of an unforeseen absence. While written identification is preferred, such as a posting, personal notice, or email, notification can also be given during shop briefings/meetings.

Section C: Alternate supervisors will be given access to personnel and timekeeping information on a need-to-know basis. All personnel acting as alternate supervisors will receive the appropriate training related to these items, including the requirements of protecting information covered under the Privacy Act and the confidentiality of the material.

Article 12

Swing and Graveyard Shifts

Section A: This article sets forth the procedures for establishing, terminating, or rotating personnel on swing (2nd Shift) and grave (3rd Shift) shifts. Management retains the right to determine the numbers, types, and grades of positions assigned to each shift.

Section B: Supervisors will maintain a shift rotation roster for each shift separate from other rosters. Employees will be listed on the roster by series and grade in descending SCD order. Specific work duties may be included on the roster where a job series contains more than one type of duty (i.e., hydraulics and fuel work under the 8852 series). Certification, or lack thereof, will not disqualify employees for shift rotation. The nature of individual shift assignments will be noted on the roster as V for volunteer and C for compulsory.

Section C: Should management reduce the manning on any shift, determination of who will move will be based on volunteers in descending seniority order from employees possessing the skills or series identified to be reduced. If there are insufficient volunteers, reductions will be determined by ascending seniority order from employees possessing the skills or series identified for reduction.

Section D: Shift assignment will normally be for 12 weeks as follows:

(1) Once management has determined the requirements needed for the shift assignment, personnel on day shift (1st Shift) meeting these requirements will be given the opportunity to volunteer for vacant positions on swing or grave shift in descending seniority order. In the event there are insufficient volunteers, persons from swing and graveyard shifts may volunteer for the vacancy.

(2) If there are insufficient volunteers to fill a vacancy, assignment to the vacant positions shall be rotated among remaining day shift personnel in ascending seniority order.

Section E: If an employee voluntarily remains on a graveyard (3rd Shift) or swing (2nd Shift) shift beyond the normal rotation cycle, that employee will be considered as permanent on that shift. The employee will be removed from the day shift rotation roster and placed on the appropriate shift rotation roster. When a permanent swing or grave employee desires to return to day shift, the employee must provide written notification at least 3 weeks prior to the normal shift

rotation or the desired date of the shift change in the event a shift rotation was not required (i.e., all personnel on the shifts are considered permanent).

Section F: Management retains the discretion to approve/disapprove out-of-cycle requests for shift change, as well as exceptions to shift rotation based on employee hardship.

(1) **Employee Request:** All hardship exemptions and out-of-cycle requests will be considered on a case-by-case basis. An employee must submit a request for a hardship exemption or out-of-cycle requests in writing at least two weeks prior to the normal shift rotation. The immediate supervisor will provide the employee a written reply to each hardship exemption or out-of-cycle request. Out-of-cycle requests, hardship exemptions, and the supervisory reply may be reviewed at the squadron or equivalent level and the equivalent level union official to ensure fair and equitable treatment of bargaining unit employees. Hardship exemptions will relieve an employee from mandatory rotation only for the duration of the accommodation. Once the exemption expires the employee will be next in line for any compulsory assignments.

(2) **Management Request:** When either voluntary or compulsory temporary shift assignments have an adverse impact upon the overall unit mission, management may exempt an employee from the shift assignment. This exemption will normally not exceed the duration of the regularly scheduled rotation and employees exempted under this provision will be next in line for any compulsory assignments. If requested, management must be able to document the adverse impact necessitating the exemption.

Section G: Employees will be given a minimum of two weeks written notice of a shift change under the provisions of this article. The employer will attempt to publicize tentative rotation in advance of the two week notice. The two week requirement does not pertain to temporary shift changes where the employee continues to earn shift differential, i.e., training need, etc., or actions under Section I below, but as much advance notification as possible, normally not less than two full shifts should be provided to the employee. The two week requirement may voluntarily be waived by employees who have submitted an out-cycle request or hardship exemption.

Section H: Employees assigned to swing or grave shifts who are temporarily assigned to training, to include military training, or short-term special projects will receive a temporary shift change to meet that requirement. Normally, shift changes under this section will not exceed 30 consecutive calendar days.

Section I: The placement of employees on any shift will not be a result of a reward or punishment. Nothing in this Article will prevent management from exercising their rights regarding discipline, remedial training, or performance.

Section J: Management will determine the initial shift assignments of new employees. This initial shift assignment pertains to current and newly hired employees. Employees newly assigned to the work area that are on day shift and desire a permanent assignment to swing or grave shifts may exercise their seniority to volunteer for vacant positions on the next rotation cycle following assignment to the organizations. Continuation on the next shift will be in accordance with Sections F and G of this Article.

Section K: Voluntary rotation does not relieve an employee from any mandatory rotation assignment. Out-of-cycle requests or hardship exemptions will relieve an employee from mandatory rotation only for the duration of the accommodation. Accommodations granted under this section are expected to be of short term duration, normally not more than one rotation cycle.

Section L: This section is applicable to 569 AMXS/MXDPAA (Wash Unit) and 569 AMXS/MXDPAB (Paint Unit) only. Employees who are hired to positions designated as permanent non-rotational swing or grave positions are not covered by the provisions of this article until they have been assigned to a day shift position for 12 weeks.

(1) Employees hired in non-rotational shift positions may have an opportunity to enter the normal shift rotation system as described in this article as vacancies occur on day shift. When a day shift vacancy occurs, the following priority will be used to fill said vacancy:

(a) Employees who were assigned to the shift by virtue of the current shift rotation requirements in this article.

(b) Volunteers from employees hired to non-rotational shift positions will be solicited for the vacancy in descending seniority order.

(2) Management may approve entrance into the normal shift rotation where valid hardships exist. Hardship requests under these conditions will follow the procedures outlined in Section H.

Article 13

Employee Assistance Program

Section A: The Agency and the Union agree to maintain and promote a program to assist individuals with alcoholism, drug abuse, emotional, or other personal problems that may affect job performance. Employees and management will periodically be informed of the program.

Section B: Although the existence and functions of the program will be publicized to employees, no employee will be required to participate or be penalized for merely declining to counsel. No employee will have job security or promotion opportunities jeopardized by a request for counseling or referral.

Section C: Confidentiality of medical records of employees will be preserved in accordance with current public laws and regulations. Records of employees no longer participating in the program will be maintained in accordance with applicable laws and regulations.

Section D: Employees otherwise in a duty status may request and, when mission requirements permit, will be granted one hour for the initial consultation without charge to leave or loss of pay. Subsequent visits, treatment, or rehabilitation will be subject to normal leave procedures (i.e., annual, sick, compensatory time, or leave without pay). All absences during duty time are to be requested in accordance with established procedures for other health related problems; however, the substance of the visit is considered confidential.

Section E: The Union will be given proper notice and the opportunity to comment prior to implementation of significant changes to the program.

Article 14

Miscellaneous Leave

Section A: Leave Without Pay for Union Duties

(1) When possible, Leave Without Pay (LWOP) will be granted to members of the Union to serve with AFGE for periods up to one year. The maximum amount of LWOP that can be approved at any one time is one calendar year. Extensions requesting additional time beyond the initial time granted must be

submitted thirty calendar days prior to the expiration date of the approved period in order for the extension to be considered. The total cumulative amount of LWOP that can be authorized under this section shall not exceed three calendar years. All requests and extensions will be submitted through the Labor Relations Office for coordination and approval by the Commander or designee.

(2) Union members on LWOP under the provisions of this Article shall be entitled to return to their former positions at any time, if the position(s) still exists. If the positions no longer exist, members will be afforded full employment rights under Air Force Instructions. Short periods of LWOP under this Article will not reflect unfavorably on the member, and annual performance ratings will be administered in accordance with applicable rules and regulations.

Section B: Blood Leave

(1) Employees are encouraged to volunteer as blood donors without compensation. When workload permits, an employee should be excused from work without charge to leave for the time necessary to donate blood, for recuperation following blood donation, and for necessary travel to and from the donation site. The maximum amount of time authorized will not exceed four hours, and the total amount of time authorized should be limited only to the time necessary to allow for travel to and from the donation site, the donation and recuperation. If an employee is required to return to the work site after donating, management will ensure the employee is assigned duties which will not present a physical hazard to the employee as a result of the donation. When the employee must travel a long distance or when an unusual need for recuperation occurs, up to an additional four hours may be authorized.

Requests for additional recuperation time will be supported by a doctor's certificate. Approvals of the additional time will be at the group or equivalent level.

(2) Employees must obtain approval for the time to donate blood in advance from the supervisor in order for the absence to be excused. The donation must occur on the day for which the approval was requested/granted. Employees who volunteer to donate blood and are found to be an unacceptable donor are expected to return to duty or request leave. The maximum amount of time authorized under these circumstances will not exceed two hours, and should be limited only to the time necessary to allow for travel to and from the donation site, the denial and the time necessary to secure leave approval from the supervisor. Employees upon their return to work, must furnish original documentation, signed by an official of the institution receiving the donation, showing the date, time and place of the donation for verification and reproduction if desired by the supervisor. If release cannot be granted as

requested due to workload considerations, the supervisor should advise the employee on when release would be appropriate.

(3) The same rules will apply for donation of platelets or plasma with the understanding the frequency will be the same as for whole blood donations, i.e., every 56 days, except in special need situations. Employees will provide sufficient documentation to verify a special need exists requiring more frequent donations. The determination to approve more frequent donations will be made on an individual basis, consistent with the documentation provided.

(4) The provisions of this section do not apply when an employee donates blood for their own use or receives compensation for the donation.

Section C: Court Leave

(1) Court Leave will be granted when an employee is called as a witness in any action to which any level of government is a party. Employees must present documentation issued by an appropriate authority specifying the actual times and dates the employee is in a witness status. Additional guidance pertaining to court leave is contained in AFI 36-815, Chapter 6.

Section D: Voting Leave

(1) When employees request excused absence to vote (voting leave) the supervisor will grant the amount of leave that requires the least time off. Either permit employees to report to work three hours after the polls open or leave work three hours before the polls close. Employees on Flexitime work schedules, who are eligible to vote, will be granted voting leave only if they are working the hours worked prior to the implementation of Flexitime.

(2) Voting leave will be granted only to employees who are eligible to vote. The supervisor will be liberal in granting annual leave to employees who cannot, or do not vote, but wish to leave with their rides.

(3) Employees on approved leave of less than eight hours are eligible for voting leave.

(4) To be approved, the voting leave must be requested in advance.

(5) Voting leave, as described above, is not appropriate for Union elections since they are considered internal union business; however, use of annual leave or compensatory time is appropriate in accordance with established leave policies.

Section E: Special Emphasis Observances and Alternate Duty Locations

(1) Excused absence is authorized to attend various meetings/observances conducted by professional organizations or as part of the AF Special Emphasis program, provided the event is sponsored by a Tinker segment or chapter of the organization, and held on base. Attendance approval for these events will be based upon workload/mission requirements and employees must obtain prior supervisory approval. The following are examples of events for which an excused absence is authorized:

(a) Tinker Toastmasters

(b) Junior Force Council

(c) Tinker Sequoyah Chapter of American Society of Military Comptrollers

(d) Special emphasis Observances/events associated with Federal Women's Program, Hispanic Heritage Month, Black History Month, Asian Pacific Islander Heritage Month, Native Heritage Month, Disability Employment Awareness Month, etc.

(2) Meetings or observances held in conjunction with lunch will be limited to no more than 1.5 hours for attendance and travel. The 1.5 hours is the total amount of time excused. If the meeting/observance is not held in conjunction with lunch, employees may be excused for up to 1 hour. All meetings will start and conclude to allow for reasonable travel time. If the employee exceeds the approved time limit, they must obtain supervisor approval and be in an approved leave status beyond the authorized time.

(3) Employees may be excused to an alternate duty location provided the event(s) are in conjunction with work related programs such as award presentations, organizational briefings, employee appreciation days, holiday parties or Air Force Wingman Day activities. Installation specific events should be limited to no more than 3 events per organization each year. The authorized absence for these types of events will not exceed 4 hours per event.

(4) Employees may also be excused to alternate duty locations in performance of official duties or as a representative of the agency, i.e., career fairs, recruitment events, public speeches, training seminars. The total amount of time authorized is dependent on the function/duty being performed with approval being at the Wing and Associate Unit Commanders and Home/Staff Office Director level.

Article 15

Reorganization of the Work Force

Section A: The Union recognizes the right of the Employer and appropriate governmental authorities to determine the organization of the Employer. However, as the implementation and impact of reorganization are of great importance and concern to employees, the Employer will inform the Union in writing of all approved reorganizations within or involving the Agency at the earliest possible opportunity.

Section B: The Union will be notified as soon as plans are identified that impact changes to conditions of employment of any reorganization of employees in the Bargaining Unit, in order for the Union to bargain impact and implementation with respect to reorganization(s). Reorganization is defined as the planned elimination, addition, or redistribution of functions or duties in an organization.

Article 16

Scheduling of Work

It is agreed and understood the scheduling of work is a management right to be accomplished in accordance with applicable rules and regulations (e.g., AFI 36-807, *Scheduling of Work, Holiday Observances and Overtime*). Although not intended to be comprehensive of all established past practices, common guidelines are set forth below as a reminder, and changes to existing working conditions are to be processed in accordance with Section 33.03 of the 2017 MLA.

Section A: Administrative Workweek: The administrative workweek begins at 0001 Sunday and ends at 2400 on the next following Saturday. The calendar day on which a shift begins is considered the day of duty for that day even though the day of duty extends into the next calendar day or into the following administrative workweek. The basic workweek will consist of five, eight-hour days unless otherwise agreed. The employer will attempt to schedule employees two consecutive days off, preferably Saturday and Sunday.

Section B: Lunch Periods: When supervisors schedule lunch (or other meal), a period during which the employee is entirely free of the duties of his or her position, the period is not considered as duty time for which compensation is paid. Employees shall remain free of work during their lunch periods for which no compensation is paid unless otherwise negotiated. Lunch periods during the

normal eight-hour duty day will begin no earlier than three hours after the start of the shift and no later than five hours after the start of the shift. If employees are required to work through their normally scheduled lunch due to workload, they will have the option to take lunch at a later time.

Section C: Clean-up Time: Incidental duties that are directly connected with the performance of a job, such as donning and doffing personal protective equipment, obtaining and replacing working tools and materials, or clean-up, are considered part of the job requirements to be accomplished within the employee's established tour of duty. Supervisors must arrange work shifts so time required for incidental duties will be part of the normal workday. When incidental duties cannot be part of the regularly scheduled workday, provisions for overtime are applicable. It is noted this will not exceed 30 minutes per day in accordance with current Air Force Instructions.

Section D: Rest Periods: Employees assigned to production areas (as opposed to administrative areas) will be allowed two ten minute rest periods during each regular eight hour period in accordance with past practice (*see Article 8 for rest periods in relation to overtime*). Employees assigned to administrative areas will be permitted to take short rest breaks in accordance with established past practice of the organization to which assigned. Break areas will not be altered, moved, or removed without notification to the Union.

Section E: Commanders and supervisors will provide a rest period after each shift. A rest period is a block of time that gives a person the opportunity for 8 hours of uninterrupted sleep in a 24-hour period. **Note:** This rest period also applies during exercises or inspections.

Article 17

Miscellaneous

Section A: Regular Arbitration Panel Composition

In accordance with Article 7, Section 7.01(b) of the MLA, the parties agree the size of the regular arbitration panel will not exceed seven arbitrators.

Section B: Professional Credentials

In accordance with Article 11, Section 11.05 of the MLA, a reasonable amount of duty time will be given to employees to maintain the professional credentials

required for their assigned job. Consistent with governing law, such employees will also be reimbursed for the cost of maintaining such credentials.

Section C: Video Taping

The placement of cameras to capture video of the workforce and the work area is not intended to monitor employee performance or to search for evidence of employee misconduct. The parties understand there may be times where the images captured may be used to support administrative action as necessary. Other than security or emergency personnel access is typically limited to the Squadron or equivalent level officials who may determine when lower level management officials will be granted access for the purpose of taking corrective action.

Section D: Sign-Out Boards

In administrative areas, managers may institute the use of sign-out boards, including electronic data bases, to inform managers of the employee's use of duty time. Employees will input the appropriate data to show periods of time when they are away from the work site. The information will be generic in nature, showing only the designation and estimated duration the employee will be away from the worksite. Any system used in this manner to reflect when an employee is in a leave status will only state the employee is on leave and will not identify the type of leave or the reason for the absence.

Sign out boards will not be used for discipline or performance evaluation/appraisal ratings. The disclaimer does not preclude discipline for deliberate or willful falsification. The use of sign out boards within industrial areas will be negotiated on an individual basis per Article 33, Section 33.03 of the MLA.

Article 18

Memorandums of Agreement

Section A: Pursuant to the effective date of this agreement, all Memorandums of Agreements and Memorandums of Understanding not specifically identified below are null and void.

- (a) TAFB Flexible Work Schedule Plan (1 May 17)
- (b) Tobacco Products on Tinker Air Force Base (16 Feb 11)
- (c) Cell Phones and Hands Free Devices in Industrial Areas (24 Jul 08)
- (d) TAFB VPP Governance Plan (2010)
- (e) Copies of Disciplinary Actions (17 Jun 98)

Section B: Memorandums of Agreements and Memorandum of Understanding entered into by the parties after the effective date of the agreement will be incorporated into the agreement during subsequent bargaining sessions.

Signatories

It is mutually agreed this Local Supplement Agreement between Tinker Air Force Base and American Federation of Government Employees, Local 916 is to be effective 28 February 2019.

72 ABW Commander
Tinker Air Force Base

President
AFGE Local 916

Labor Relations Negotiator

Vice President
AFGE Local 916

Approved by, Chief, AFMC/A1KL – 11 Jan 19

Approved by, President, AFGE/C214 – 9 Jan 19

Appendix 1

Overtime Overtime Frequently Asked Questions (FAQs)

Q1: If an employee is in training on base or in the local commuting area can I mark them as N/A when I run the roster?

A1: There really is no definitive yes or no answer to this question. Normally, management should make a good faith effort to contact the employee since they are in a duty status and allow them the opportunity to volunteer. Whether the employee would be considered not available could also depend on several factors, such as when the work requirement will take place, the time the training is being conducted, and whether the employee would be able to work the entire work requirement.

For example, if the work requirement is over the weekend, then management would be obligated to make a good faith effort to contact the employee. The opposite would be true if the requirement is for 1530 to 1630, and the employee's training session does not end until 1600.

There may be instances where the employee is not available for the entire duration of the work requirement. For example, if the work requirement is for two hours, and the employee is only available for 1.5 hours, management may determine that amount of time would be beneficial. In this example the employee would then be compensated for the actual time spent working, i.e. 1.5 hours of work. Managers should always keep in mind the responsibility to manage their resources in an effort to create an efficient and effective government.

Q2: My unit is located in two different buildings. Do I need to maintain one roster and have employees move back and forth between buildings for overtime assignments?

A2: The language in the LSA allows rosters to be maintained at the lowest supervisory or work crew level. Therefore, a separate roster for each building could be created since there are two work crews (Bldg A and Bldg B). Work crew rosters could also be utilized in units where there are more than one series or different tasks are performed in the same series. For example, 8852 is a generic series encompassing different skill sets. Since the qualifications are different, separate rosters could be maintained as an employee with the necessary ability to hang fabric would typically not have the ability to repair fuel tanks.

Q3: Is there a requirement to equalize the amount of overtime worked between shifts?

A3: There is no requirement to equalize overtime across shifts. This particular issue has been the subject of numerous arbitrations, and arbitrators have uniformly held the decision to work one shift versus another is a management right to assign work. The one exception is when that decision is used to reward or penalize a shift. For example, a specific unit/shop has quality write-ups and management determines to deny the overtime to that unit due to the write-ups, rather than the decision being based upon valid managerial decisions.

Q4: If an employee is on leave when overtime opportunities are offered am I required to call them at home?

A4: No, the opportunity to volunteer for an overtime assignment is offered to employees who are available (in a duty status) when the supervisor runs the rosters. The one exception is when it is necessary to call employees back for overtime, then management should follow the roster and contact employees in the arranged order.

Q5: How does it work when an employee takes leave on Thursday and Friday, but says if there is overtime during the weekend they want to volunteer?

A5: The answer to this question is the same as FAQ 4. The language in the LSA is very specific, N/A is used to annotate the employee as being not available (employee is not in a duty status on the day the roster is run). While it may be the nice or fair thing to do, it can and does create numerous problems. For instance, the employee doesn't report on Saturday, or doesn't possess the skills necessary to perform the work. Another example would be two employees on leave, but one not stating a desire to work. Management would then be required to defend why one employee was allowed to work, but not the other when both were not in a duty status. This should not be confused with mandatory assignments when employee(s) are directed to report.

Q6: How is an employee entitlement to volunteer for overtime assignments impacted by loans or details?

A6: The LSA requires employees who have been loaned/detailed in excess of 30 consecutive days, to be placed on the gaining organization overtime roster. The LSA also allows for employees to be placed on the roster prior to the 31st day if the employee possesses the abilities to perform the overtime work. Since a loan is by definition the temporary assignment of employee to a different supervisor or organization where the position has the same grade, series and basic duties, the employee should have the ability to perform the task immediately and could be

placed on the roster the same day they report to the new shop. For detailed employees it may be necessary for the employee to remain on the roster of their permanent shop until the supervisor determines they have the ability to perform the work requirement. The key is that an employee can only be on one overtime roster at a time, and the employee entitlement to overtime opportunities is based upon the roster they are on when the opportunity is offered. Managers should also be aware that once the loan/detail expires, the employee should be immediately placed back onto the roster of their assigned organization.

Q7: If an employee volunteers on Thursday to work weekend overtime and calls in sick on Friday, can I cancel their overtime?

A7: Another question without a definitive yes or no answer, and requiring communication between the employee and the manager rather than an arbitrary decision. While an employee using sick leave on a Friday does not automatically result in their inability to work over the weekend, supervisors should discuss the weekend work requirement when the employee requests leave. Does the employee reasonably believe they will be able to report? The work requirement is based upon workload, and in most cases doesn't revolve around one specific employee. From a business perspective, management is more concerned the work is accomplished, rather than who performs it.

Q8: Can grade level be considered when determining skills necessary for the overtime?

A8: Yes. The decision to work overtime is considered an assignment of work, which is a reserved management right found in 5 USC 7106. An integral part of the decision process is determining if overtime is necessary, what tasks will be worked, the required skills, the number of personnel needed, hours, etc. So taking into consideration the grade level necessary to perform the work would be considered part of the internal management decision making process regarding necessary skills. Management should always maintain an appropriate skill mix to meet workload requirements. For example, it may be necessary for journeymen, and/or work leaders to be present, along with intermediate and entry level personnel.

The right of management to assign work is reinforced further when reviewing the language in Article 9 of the LSA. These provisions only address the procedures that will be followed once management makes the decision to work (or assign work). They are merely arrangements management has agreed to follow to ensure the opportunity to volunteer is rotated equitably among qualified employees.

Q9: I've run my roster, gotten volunteers, but the overtime was cancelled. When I run the roster for the next overtime assignment, do I need to go back and ask the employee(s) who didn't get to work because of the cancellation?

A9: There are occasions where management would be required to "go back" on an overtime roster. The first occasion is when an employee is unable to take advantage of their turn to volunteer due to their military obligation, i.e., weekend drills. Under this situation, the employee is annotated as "M" on the roster, and must be offered the opportunity to volunteer before the offer is extended to other employees. The second scenario deals with mandatory assignments where an employee has been approved for exemption to the requirement. Since the exemption addressed only that specific work requirement, the employee must complete the next mandatory obligation prior to other employees be mandatorily directed. This example pertains to instances where insufficient volunteers are present, and would not be applicable when the entire unit/shop is being directed to work. There are times when it may be necessary to "go back" on overtime roster due to overtime being cancelled by management. For example, 10 employees were offered the opportunity to volunteer for the overtime assignment, but prior to the overtime occurring management cancelled 6 of the slots, and only 4 employees work. In this scenario, management would need to annotate the roster to reflect the overtime being cancelled for the 6 employees, with these employees retaining their priority on the roster.

Q10: What are the rules when employees have annual leave scheduled either on Friday or Monday? Are they still allowed to work overtime on the weekend? Would they be exempt from a mandatory overtime requirement over the weekend?

A10: There is no contractual language prohibiting employees from working weekend overtime while using annual leave in conjunction with the weekend. An employee may have non-work related business to attend to on Friday and still be available to work on Saturday. Unless leave is being cancelled due to workload surges, or other mission related constraints are present, employees may take leave on Friday and work on Saturday.

As for mandatory assignments, there are many variables that may have to be considered. Once again, a big part of answering this question may revolve around whether previously scheduled leave is being cancelled. If leave isn't being cancelled, is the workload urgent enough to require the employee's presence? Even if leave is not being cancelled, a supervisor still retains the right to mandatorily an employee, but they should exercise this right judiciously. Consideration should be given to the reason why the employee has leave scheduled in conjunction with the weekend. Is it part of a vacation, is the

employee going out of town, etc.?) The key in this situation would be maintaining good communication between the supervisor and his/her employees.

Q11: Can I consider an employee's certification work when I'm determining which employees have the necessary ability to perform the overtime tasks? Is the process different for voluntary and mandatory overtime?

A11: Certification can be used to assist managers in determining which employees have the necessary ability to perform work on overtime, but lack of certification may not be an automatic disqualifier. Employees, who lack certification on a task, are eligible if the supervisor determines they are qualified to the extent necessary. For example, if the employee is working the item/task during the week, and sufficient slots are available to allow a certified mechanic to inspect and buy-off the final product, then the employee should be offered the opportunity to volunteer for the overtime. Using certification to determine employee eligibility must be consistently applied for both voluntary and mandatory overtime situations. There may be occasions where limited overtime authorizations dictate the use of certified mechanics, but managers should ensure certification is not used as a reward or penalty to limit the opportunity to volunteer for overtime. Repeatedly coding employees as L/As may be an indication more training is necessary in order for employee to have the skills necessary to perform the job.

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