

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
COMMANDER, 673D AIR BASE WING
JOINT BASE ELMENDORF-RICHARDSON, ALASKA
AND
LOCAL 1101
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

Effective Date

March 4, 2013

ARTICLE 1	1
PREAMBLE.....	1
ARTICLE 2	1
GOVERNING LAWS AND REGULATIONS.....	1
ARTICLE 3	2
MANAGEMENT RIGHTS and RESPONSIBILITIES	2
ARTICLE 4	3
UNION RIGHTS AND RESPONSIBILITIES	3
ARTICLE 5	4
EMPLOYEE RIGHTS.....	4
ARTICLE 6	7
LABOR-MANAGEMENT PARTNERSHIP.....	7
ARTICLE 7	7
REPRESENTATIVES AND OFFICIAL TIME.....	7
ARTICLE 8	9
MEDICAL DETERMINATIONS.....	9
ARTICLE 9	11
DUES WITHHOLDING	11
ARTICLE 10	12
NEGOTIATED GRIEVANCE PROCEDURES AND ALTERNATE DISPUTE RESOLUTION	12
ARTICLE 11	14
ARBITRATION	14
ARTICLE 12	15
HOURS OF WORK AND ALTERNATE WORK SCHEDULES (AWS)	15
ARTICLE 13	16
TELEWORK.....	16
ARTICLE 14	17
OVERTIME	17
ARTICLE 15	18
HOLIDAYS	18
ARTICLE 16	18
LEAVE	18

ARTICLE 17	20
MINIMUM MANNING	20
ARTICLE 18	20
ENVIRONMENTAL DIFFERENTIAL PAY (EDP).....	20
ARTICLE 19	21
HEALTH, SAFETY AND ENVIRONMENT.....	21
ARTICLE 20	22
TOBACCO USE	22
ARTICLE 21	23
PARKING.....	23
ARTICLE 22	24
DRUG ABUSE.....	24
ARTICLE 23	25
REALIGNMENT AND REDUCTION IN FORCE (RIF)	25
ARTICLE 24	26
CONTRACTING OUT	26
ARTICLE 25	27
DETAILS	27
ARTICLE 26	27
PERSONNEL RECORDS.....	27
ARTICLE 27	28
TRAINING AND CAREER DEVELOPMENT.....	28
ARTICLE 28	28
EQUAL EMPLOYMENT OPPORTUNITY	28
ARTICLE 29	30
APPRAISAL SYSTEM.....	30
ARTICLE 30	32
MERIT PROMOTIONS	32
ARTICLE 31	34
DISCIPLINARY AND ADVERSE ACTION.....	34
ARTICLE 32	36
TRAVEL.....	36

ARTICLE 33	37
EXERCISE/CONTINGENCY OPERATIONS PARTICIPATION.....	37
ARTICLE 34	37
CONSTRUCTION PROJECT NOTIFICATION.....	37
ARTICLE 35	37
COMPUTER ACCESS.....	37
ARTICLE 36	38
SECURITY FORCES	38
Article 37.....	38
RETIREMENT	38
ARTICLE 38	39
EFFECTIVE DATE AND DURATION	39
.....	40

ARTICLE 1

PREAMBLE

SECTION 1: PARTIES TO THE AGREEMENT

This Memorandum of Agreement is executed pursuant to existing applicable laws, federal statutes and government-wide regulations and the exclusive recognition granted Local 1101 of the American Federation Government employees, an affiliate of the AFL-CIO (hereinafter referred to as the Union) and the Commander, 673d Air Base Wing, Joint Base Elmendorf-Richardson, Alaska (hereinafter referred to as Agency).

SECTION 2: PURPOSE

This Agreement sets forth the respective roles and responsibilities of the parties; states the policies, procedures and methods that govern the working relationship between the parties; and indicates the nature of the subject matter of proper mutual concern. The purpose of the parties in entering into this Agreement is to:

- a. Support systematic Employee-Agency cooperation;
- b. Facilitate the administration of appeals, grievances and disputes;
- c. Establish the procedures and methods that will hereinafter govern the working relationship between the parties;
- d. Identify matters of mutual concern and;
- e. Promote high standards of employee performance as well as continued development and implementation of modern and progressive work practices to ensure the efficient accomplishment of the operations of Government.

ARTICLE 2

GOVERNING LAWS AND REGULATIONS

SECTION 1: PURPOSE

This Article sets forth the effect of laws and regulations on this Agreement

SECTION 2: LAWS AND GOVERNMENT-WIDE RULES AND REGULATIONS

In the administration of this Agreement, the Parties shall be governed by all statutes and existing government-wide rules and regulations, as defined in 5 U.S.C. 7100 et seq., and by subsequently prescribed government-wide rules and regulations implement 5 U.S.C. 2302 (prohibited personnel practices)

SECTION 3: WAIVER OF RIGHTS

Any lawful waivers of the rights given to the Agency or the Union by the Federal Labor Management Relations Statute, 5 U.S.C. §71, must be clearly and unmistakably set forth in this Agreement and understood to be waived by both the Union and the Agency.

SECTION 4: PAST PRACTICES

Past practices and/or memoranda of understanding in effect on the effective date of this Agreement shall remain in effect unless covered by this Agreement or in accordance with 5 U.S.C. §71.

ARTICLE 3
MANAGEMENT RIGHTS and RESPONSIBILITIES

SECTION 1:

The Parties will abide by the provisions of 5 USC §7106 which outlines Agency rights and responsibilities.

a. Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any Agency official of any agency—

1. to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

2. in accordance with applicable laws—

(A) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(B) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

(C) with respect to filling positions, to make selections for appointments from—

(i) among properly ranked and certified candidates for promotion; or

(ii) any other appropriate source; and

(D) to take whatever actions may be necessary to carry out the agency mission during emergencies as defined by this Agreement.

b. Nothing in this section shall preclude any agency and any labor organization from negotiating—

(1) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

(2) procedures which Agency officials of the agency will observe in exercising any authority under this section; or

(3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such Agency officials.

SECTION 2: CHANGE OF WORKING CONDITIONS

a. Management reserves the right to change the working conditions of employees based on mission requirements and within parameters of applicable law and this Agreement.

b. Agency will only enter into negotiations after it receives written proposals that outline issues the Union wants to bargain.

ARTICLE 4

UNION RIGHTS AND RESPONSIBILITIES

SECTION 1: GENERAL

Pursuant to 5 U.S.C. 7114, the Agency recognizes the Union as the exclusive representative of the employees in the unit certified by the Federal Labor Relations Authority. As such, the Union is entitled to act for and negotiate collective bargaining agreements covering all employees in the unit. The Union recognizes its responsibility to represent the interest of all employees in the unit without discrimination as to race, color religion, sex, age, national origin, marital status, or physical and mental handicap.

SECTION 2: REPRESENTATION

The parties agree to abide by 5 U.S.C. §7114, as the exclusive representative of union employees, the union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the Agency and one or more employees or their representatives concerning any grievance, or any personnel policy or practices or other general conditions of employment.

- a. The Union has the right to represent employees in grievance actions covered under this Agreement. The Union is not required to but may represent members in adverse actions before Merit Systems Protection Board or the cases before the Equal Employment Opportunity Commission.
- b. The Union has the right to be notified in advance and present when employees have chosen to represent themselves under the negotiated grievance procedure.
- c. It is agreed and understood that the Union maintains all its statutory rights under 5 U.S.C. §7114 in this Article and all Articles in this contract. This includes the Union's right to engage in Impact and Implementation (I&I) bargaining for any changes to Air Force Instructions and MAJCOM written operating instructions and policy letters, if those changes impact conditions of employment of bargaining unit employees.
- d. Management shall not restrain, interfere with, or coerce representatives of the union in the exercise of their rights under 5 U.S.C. §71 and under this Agreement.
- e. Consistent with 5 U.S.C. §71, the Agency will not communicate directly with the employees regarding conditions of employment in a manner which would improperly bypass the Union under law.
- f. Management agrees to provide the Union with 21 calendar day notice of proposed changes in conditions of employment unless an emergency per Article 17 is declared.
- g. Union has the right to use official time to introduce new employees to stewards and inform them of their availability for representation.
- h. Nothing in this section shall preclude the parties from negotiating in accordance with applicable laws as per 5 U.S.C. §7106(b)(1), (2), and (3).

SECTION 3: INVESTIGATORY EXAMINATION

- a. The Union has the right to be present at any examination of an employee in the bargaining unit in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee.
- b. Prior to beginning an investigation, the supervisor shall notify the employee(s) of the right of representation. Employee(s) may request representation at that time.
- c. The Union representative will be given a reasonable amount of time to arrive at the examination. If the representative is not available due to work schedules or other representational business, the examination will be postponed until the next day.

SECTION 4: FACILITIES

The Agency, in cooperation with the Union, will provide 2 handicap accessible office locations. There will be one office located on JBER-Richardson and the other on JBER-Elmendorf. At least one office will be able to accommodate 30 people.

SECTION 5: BULLETIN BOARDS

- a. The Agency will provide, for the Union's exclusive use, 2 lockable bulletin boards, no smaller than 24 inches by 36 inches in size. The Agency will provide two 8.5X11 inch spaces on every bulletin board at all bargaining unit work sites.
- b. The Union will be granted access to the Agency's electronic bulletin boards to post notices and communicate with bargaining unit employees.

SECTION 6: INSTALLATION ACCESS

Authorized representatives of the Union who are not employees shall be allowed to visit JBER for the purpose of accomplishing Union business. Such visitors will be subject to security and visitor control procedures.

SECTION 7: BARGAINING UNIT LIST

The Agency shall provide the Union with the name, organization and office symbol of all bargaining unit employees not less than twice a year.

SECTION 8: TDY

The Agency will make available communication equipment for employee(s)' to communicate with the Union on matters of labor dispute. Reasonable privacy will be arranged during communications.

ARTICLE 5 EMPLOYEE RIGHTS

SECTION 1: RIGHT TO JOIN AND PARTICIPATE IN UNIONS

In accordance with 5 U.S.C. 7102, each employee shall freely and without fear of penalty or reprisal have the rights to:

- a. Join or assist the Union.
- b. Refrain from such activity.
- c. Act for a labor organization in the capacity of a representative.
- d. Present the views of the labor organization to heads of Agencies and other officials of the executive branch of the Government, Congress, or other appropriate authorities.
- e. Engage in collective bargaining with respect to conditions of employment through representatives.

SECTION 2: RIGHT TO REPRESENTATION

- a. Employees have a right to request the representation and assistance of the Union privately during duty hours.
- b. Employees have the right to be informed of their Weingarten rights prior to any examination.
- c. The parties agree both the Union and Management have a responsibility to ensure employees are informed of their Weingarten rights.

- d. At the request of an employee, the Union representative will have an opportunity to state the union's position.
- e. When an employee requests representation, Management will delay the interview for a reasonable period.

SECTION 3: PERSONAL RIGHTS

In all aspects of personnel management, Employees have the right to:

- a. Be treated fairly, and equitably, in full compliance with Federal, EEO and Air Force principals, statutes and regulations.
- b. Protection of their privacy and constitutional rights.
- c. Be treated in a professional manner and with courtesy, dignity, and respect.
- d. Have confidential individual private discussions with supervisors in a private setting.
- e. Right to refuse to obey an order that is found to be unlawful, unhealthy and/or unsafe.
- f. Right to be protected by the Whistleblower Protection Act against reprisal for the lawful disclosure of information.
- g. Participating or declining to participate in volunteer activities such as the Combined Federal Campaign, or organized blood drive. Participation or nonparticipation will not advantage or disadvantage employees
- h. The Parties agree that the amount of secure storage areas will not decrease.
- i. Right to be present when a search of their area is conducted.
- j. Right to direct and fully pursue their personal lives off duty.
- k. Right to resign, or if eligible, to retire. This decision shall be made by the Employee freely and in accordance with prevailing regulations. The Agency will not suggest or offer resignation in lieu of discipline.
- l. Right to clean and comfortable meal and break areas. These areas will be separated from where the employee performs his/her duties, but in close enough proximity to such that it will not cause an undue transportation hardship.
- m. Right to use ABW recreational facilities on a space available basis.
- n. Right to request work out time during duty hours in accordance with the previously negotiated Memorandum of Agreement. Any management denial of this request must be made in writing.
- o. When being in-processed, Civilian Personnel will give employees an Information Sheet from the Union. Employees may request official time from their supervisor to visit the Union Office and/or the specific Union Representative.
- p. Right to visit the Civilian Personnel Office during duty hours when the employee has received approval from their supervisor.

SECTION 4: OFFICIAL RECORDS AND FILES

Personnel records:

- 4.a.1 Will be collected, maintained and retained in accordance with Federal laws and regulations.
 - 4.a.2 Will be maintained in a secure location assessable only by appropriate personnel.
- b. Employees will be granted a reasonable amount of time to examine or copy any of their personnel records on duty time.

- c. Employees have the right to request Union Representation when reviewing their personnel records and may rebut incorrect information.
- d. Employees and their authorized representatives have the right to:
 - i. Prepare and submit any statements they wish to make about information contained in their personnel records
 - ii. Add additional information or documents that are appropriate, relevant, and work related. If the employee alleges incorrect or omitted information, it is their responsibility to provide documentation. After the agency receives the documentation from the employee, the agency will work with the applicable agencies to correct the record.
- e. Access to personnel records will normally be granted within a reasonable amount of time. Grievance time limits, if applicable, will be stayed until the records are provided to the employee.
- f. Any copies made by or for the employee and or their representative will be without charge.
- g. Employees shall be notified and, if requested, given a copy of any material placed in their personnel record within two (2) duty days. Employees shall acknowledge receipt by signature. The parties agree that such acknowledgement does not constitute agreement.
- h. Management and employees agree to monitor personnel files and remove any outdated reprimands.

SECTION 5: TIMELY AND ACCURATE COMPENSATION

- a. Employees are entitled to timely receipt of all compensation earned by them for the applicable pay period. The Agency must make every effort to ensure that employees receive their pay on the established payday.
- b. In the event an employee fails to receive pay due to a timecard error or circumstances the employee will report to the agency. The Agency, and/or local DFAS Customer Service Rep will work together to remedy any pay issue in an expedited manor.
- c. Upon request, the Agency will provide written documentation of the amount pay due.

SECTION 6: POSITION DESCRIPTION AND CLASSIFICATION

- a. Employees are entitled to position descriptions that adequately describe the work they are assigned.
- b. Employees request a review of their position description for proper classification to their supervisor, who in turn will submit a Request for Personnel Action to Air Force Personnel Center (AFPC).
- c. If Employee is in disagreement with AFPC findings, may appeal to the Office of Personnel Management (OPM) for binding decision.

SECTION 7: PERMANENT SEASONAL EMPLOYEES

Permanent seasonal employees will not work less than six months and one day per fiscal year.

ARTICLE 6 **LABOR-MANAGEMENT PARTNERSHIP**

SECTION 1: MISSION

In the interest of performing the Agency's mission, providing efficient and effective service to the public, and improving morale and the quality of work from employees, the parties will strive to engage with each other in a cooperative, collaborative manner, which may include pre-decisional matters.

SECTION 2: LABOR-MANAGEMENT COOPERATION MEETINGS

2.1 Labor-Management Cooperation Meetings

A labor-management cooperation partnership will be established, consisting of 3 members to be designated by each party. The partnership will meet 4 times each year at facilities of the Agency. The parties will determine jointly how long each meeting will be.

2.2 Subjects for Discussion

Among the subjects that are appropriate for discussion by the partnership are:

- a. Ways to improve work procedures and processes so as to achieve the mission.
- b. Matters of mutual concern and interest with respect to personnel policies and practices or matters affecting working conditions.
- c. The parties may jointly agree to discuss additional issues.

2.3 Agenda

Each party will present agenda items to the other not less than two (2) weeks prior to each next scheduled partnership meeting.

SECTION 3: CIVILIAN CALL

There shall be a semi-annual Civilian Call, chaired by JBER Leadership in cooperation with the Union, for the purpose of disseminating information impacting civilian employees, during normal duty hours, time and agenda to be arranged with the Union. The Union will be given the opportunity to speak at the Civilian Call. Information from the Civilian Call will be made available to all employees.

ARTICLE 7 **REPRESENTATIVES AND OFFICIAL TIME**

SECTION 1: PURPOSE

- a. The Agency agrees to provide Union officials adequate time necessary to carry out their representation duties.
- b. The Union agrees that official time will not be used for any activities prohibited by law or regulation.
- c. The Union agrees that it will be responsible to the Agency for controlling the manner and amounts of official time being used by Union officials. The Union will provide a weekly report to Labor Relations, on the use of official time.

SECTION 2: UNION'S/MANAGEMENT'S RESPONSIBILITIES

The Union will supply the Agency with a roster of the designated Union Stewards which will not exceed 1 per 50 bargaining unit employees.

- a. The Union will post a copy of the roster on all official bulletin boards, and notify the Agency of any changes. It is agreed that no employee will function in the capacity of steward or Union official until the Agency is officially notified of their appointment by the Union.
- b. The duties of the steward consist of the following:
 - i. Advise employees on regulations or the Agreement and their rights.
 - ii. Investigate the facts surrounding grievances, complaints or problems submitted by employees.
 - iii. Assist employee(s) in preparing a written grievance.
 - iv. Meet and confer with supervisors in resolving grievances.

SECTION 3: REQUESTING OFFICIAL TIME

- a. Union representatives will request permission from their immediate supervisor to leave their work area. The representative will inform their supervisor of the approximate time they will return to the worksite. The representative will be released unless the representative's absence would cause a substantial disruption in the representative's work area at that time.
- b. If the representative cannot be released at the time of the request, the representative and the supervisor will arrive at a mutually agreeable time for departure, normally within 24 hours. The Union representative will be given time to inform any bargaining unit employees involved in the delay.
- c. Upon entering a work area to meet with an employee, the representative shall identify his/herself and request reasonable time to meet with the employee(s). If due to a substantial disruption in the workplace, the employee cannot be released, the representative and the supervisor will arrive at a mutually agreeable time for the meeting, normally within 24 hours.
- d. On occasion, discussions between the Union representative and the employee may take longer than originally anticipated. In these cases, both are required to contact their supervisors telephonically or by e-mail to request additional time.

SECTION 4: TRAINING TIME

The Agency agrees to authorize the Union 400 hours on-the-clock time annually for training, monthly meetings and time to prepare and submit official reports. The Union President/Chief Steward or designee will notify the Labor Relations Officer at least one week in advance.

SECTION 5: CONGRESSIONAL OFFICIAL TIME

Union officials shall request and receive official time to present the views of the Union to members of Congress on matters affecting the working conditions of bargaining unit employees so long as it does not pertain to pending legislation. All expenses are to be incurred by the union.

SECTION 6: UNION OFFICER'S TIME

- a. The Union President or the individual assuming the duties of the Union President shall be granted 2,087 hours official time annually to perform representative activities. The tour of duty will be five eight-hour days.
- b. Upon the Agency's request, official time for the Union President will be open for negotiations two years after ratification of this Agreement.
- c. Upon request, the Chief Steward shall be granted a reasonable amount of official time to perform representative activities.
- d. The Chief Steward shall be provided privacy at his/her workplace to perform representation duties or allowed to leave to work at the union office.

- e. If not readily available, the Union will provide the Chief Steward with office equipment; computer, printer and telephone to do union business.

SECTION 7: UNION TREASURER'S TIME

The Union Treasurer is allowed 27 hours official time to prepare and submit official reports required for government agencies. A copy of which will be provided to the Agency.

ARTICLE 8 MEDICAL DETERMINATIONS

SECTION 1: MEDICAL EXAMINATIONS

All medical examinations ordered or offered pursuant to this Article shall be at no cost to the employee and performed on duty time at no charge to leave.

SECTION 2: UNION REPRESENTATION

Upon employee's request, management will allow employees to contact the Union for representation.

SECTION 3: CONDITIONS REQUIRING FITNESS FOR DUTY EXAMINATIONS

3.1 Fitness for Duty Exams

The Agency may direct an employee to undergo a fitness for duty examination only under those conditions authorized by this Article or in accordance with 5 CFR 339.301, Subpart C.

3.2 On-The-Job Injury

The Agency may require an employee receiving worker's compensation benefits or assigned to limited duties as a result of an on-the-job injury to report for medical evaluation when the Agency has identified an assignment or position (including the employee's regular position) which it reasonably believes the employee can perform consistent with the medical limitations of his or her condition.

3.3 Directed Medical Examination

When the Agency directs a medical examination under the provisions of prevailing regulations and this Article, it shall inform the employee in writing of its reasons for directing the examination and the consequences of failure to cooperate which may include removal. The Agency shall designate the examining physician and shall offer the employee the opportunity to submit medical documentation to the designated Agency examining physician from his or her personal physician for review.

SECTION 4: CONDITIONS WHEN FITNESS FOR DUTY EXAMINATIONS MAY BE OFFERED

4.1 Employee's Request

The Agency may offer a medical examination when an individual has made a request for accommodation for medical reasons for a change in duty status, assignment, or working conditions or any other benefit or special treatment (including reemployment on the basis of full or partial recovery from a medical condition).Section 5.0 Medical Documentation

4.2 Agency's Request

When the Agency offers a medical examination under the provisions of prevailing regulations and this article, it shall inform the employee in writing of its reasons for offering the examination and the consequences of failure to cooperate. The Agency shall designate the examining physician and shall offer the employee the opportunity to submit medical documentation to the designated Agency examining physician from his or personal physician for review.

SECTION 5: MEDICAL DOCUMENTATION

5.1 Medical Documentation Requested

Any medical documentation requested by the Agency will be consistent as outlined in 5 CFR 339.104(a) through (g), Subpart A, as applicable.

5.2 Voluntary Medical Disclosure

When there are reasonable grounds to believe that a health problem is causing performance or conduct problems to include recurring, unexplained absences from the work place, the employee shall be given an opportunity to voluntarily provide medical evidence documenting the health problem affecting performance or conduct

5.3 Agency Designated Physician

Any medical documentation furnished by an employee may, upon request of the employee, be provided directly to the Agency's designated physician for review.

5.4 Release of Medical Information

5.4.1 Privacy Act Coverage

The Agency agrees that all medical information or documentation furnished by the employee to the Agency will be subject to the Privacy Act of 1974 (5 U.S.C. 552a) and Health Insurance Portability and Accountability Act (HIPAA).

5.4.2 Signed Designated Release

The employee will provide a signed release which will accompany all medical documentation. The release will identify who is authorized to review the medical documentation and for what purpose. Should further release be required, the Agency will inform the employee of the necessity for the release and secure written consent from the employee. Under no circumstances will the employee's medical documentation be released to anyone other than specified without the prior consent of the employee.

5.4.3 Securing of Medical Data

Any medical documentation that is provided to the Agency by an employee will be secured in a container that is only accessible to those officials who have authorization to review the documentation.

SECTION 6: INABILITY TO PERFORM ASSIGNED DUTIES

6.1 Right to file for Disability Retirement

In the event a position cannot be located for the employee, the Agency will notify the employee of his/her right to apply for disability retirement prior to initiating any personnel actions against the employee. If the employee elects to file for disability retirement, the Agency will consider authorizing the employee sick leave, annual leave or leave without pay pending the receipt of a decision from the Office of Personnel Management.

6.2 Disability Due to Off-the-Job Injury

If an employee has been disabled while engaged in an off-the job injury, the Agency will consider a detail to another position either at the same grade or lower grade for a period not to exceed 120 days if:

- a. The employee requests such consideration and
- b. The injury occurred while the employee was employed at JBER
- c. The disability is of a temporary nature

ARTICLE 9 **DUES WITHHOLDING**

SECTION 1: PURPOSE

1.1 Dues Administration

Dues withholding from bargaining unit employees shall be administered in accordance with 5 U.S. Code §71, The Federal Service Labor-Management Statute," as amended and this Agreement

1.2 Collection of Dues

This Article provides for a fair and equitable system by which Union dues may be collected from bargaining unit employees in a timely and regular basis without having an adverse impact on the day to day operations of the Agency.

SECTION 2: UNION DUES

Bargaining unit members may authorize the payment of labor organization dues to the Union by voluntarily completing a standard from 1187 (Request for Payroll Deductions for Labor Organization Dues" or its equivalent). Information as to which employees elect to pay dues will only be used in conducting official business directly related to the withholding/transmission of dues deducted and will not be disseminated to any individual outside of the payroll processing department without a need for this information. The union will be notified of any and all requests for identification of individual union membership status.

SECTION 3: DUES SUBJECT TO WITHHOLDING

3.1 Assignment of Dues

The term "dues" includes regular and periodic dues, fees and assessments of the exclusive representative of the unit. The Agency shall honor the assignment and make allotments pursuant to the assignment.

3.2 Periodic Allotments

All regular and periodic dues allotments will be processed by the parties in a timely manner

SECTION 4: ALLOTMENTS PAYROLL DEDUCTIONS

4.1 Forms Needed

Union members who desire to make an allotment for payment of dues will request such allotments by completing SF-1187. The Union will procure the forms as needed and will make them available to union members.

4.2 Certification of Forms

Completed allotment forms will be submitted to the Union President or other authorized Union officer who will complete the certification portion of the form. The Union, in turn, will promptly submit all such forms received from employees to the JBER Payroll Office for processing.

4.3 Beginning of Allotments

Allotments will be effective at the beginning of the first pay period following the receipt of a properly completed Standard Form 1187 by JBER Payroll Office. The Union may contact the JBER Payroll Office for assistance in resolving discrepancies.

4.4 No Cost

Any allotment will be processed at no additional cost to the Union or the employee.

4.5 Temporary Cessation of Dues

Employees who temporarily cease dues allotment because of a temporary assignment to a position not in the bargaining unit will have their dues allotment automatically reinstated upon transfer back into a bargaining unit position.

4.6 Cessation of Dues

If an employee requests to cancel their Union allotment, the local payroll office will direct them to the Union office for the appropriate forms.

SECTION 6: SENDING REPORT TO AFGE NATIONAL

It is understood that DFAS sends a report electronically to the AFGE National Office in a format that will allow AFGE to further process the data. If there are any inconsistencies with the data, the Union will discuss the details with the appropriate Agency officials.

ARTICLE 10

NEGOTIATED GRIEVANCE PROCEDURES AND ALTERNATE DISPUTE RESOLUTION

SECTION 1: PURPOSE

The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances filed by bargaining unit employees(s), the Union or the Agency.

SECTION 2: COVERAGE AND SCOPE

2.1 This Article can be enforced by:

- a. An employee(s) concerning any issue relating to the employment of the employee;
- b. The Union concerning any issue relating to the employment of any employee; or
- c. Any employee(s), the Union or the Agency concerning:
 1. the effect or interpretation, or claim of breach, of the collective bargaining agreement,
 2. or any claimed violation, misinterpretation or misapplication of any law, rule or regulation affecting conditions of employment.

2.2 Grievances on the following issues are excluded from the scope of this procedure:

- a. Any claimed violation relating to prohibited political activities
- b. proposed actions
- c. Contracting out actions unless included elsewhere in this Agreement
- d. Separation of temporary/probationary hires
- e. Retirement, life insurance or health insurance
- f. A suspension or removal under 5 U.S.C. 7532 relating to national security;
- g. Any examination, certification or appointment
- h. The classification of any position which does not result in the reduction in grade or pay of an employee.
- i. Interpretation of published Agency policies or regulations of an authority outside the Agency
- j. Non-selection, except as otherwise provided in this Agreement

SECTION 3: RESOLUTION OF GRIEVANCES AND EMPLOYEE STANDING

The Union and the Agency agree that grievances should be settled in an orderly, prompt and equitable manner so that the efficiency of the Agency may be maintained and morale of employees shall not be impaired. Every effort shall be made by the Agency and the Union to settle grievances at the first level of supervision.

SECTION 4: TIME LIMITS

All grievances must be filed within 30 calendar days of occurrence of the event or the date that the employee became aware of the event that gives rise to the grievance or it will not be considered.

SECTION 5: TERMINATING GRIEVANCE

The Union may pursue the grievance in its own name at the step it was dropped by the grievant if not doing so would have a chilling effect on the bargaining unit.

SECTION 6: EXTENSIONS

All the time limits in this Article may be extended by mutual consent.

SECTION 7: GROUP GRIEVANCES

An identical grievance by two or more employees will be considered as a single grievance. A decision on such grievances applies to all employees in the group and each is given a copy of the decision. An employee may withdraw from a group grievance, in writing, any time before a decision is rendered. However, they may not then initiate the same or substantially similar grievance.

SECTION 8: GRIEVANCE PROCEDURE

Step 1:

- a. Grievance must be submitted in writing and presented to the first level supervisor.
- b. Within 5 workdays after receipt of the grievance, the Step 1 official will hold a meeting or issue a written decision.
- c. If a meeting is held, then a written decision must be rendered within 5 workdays of the meeting.

Step 2:

- a. If settlement has not been reached at step 1, the Grievance can be submitted in writing to the second level supervisor or Labor Relations Officer, whichever settlement authority.
- b. A meeting will be held or a decision rendered within 5 workdays after receipt of Grievance.
- c. If a meeting is held, then a written decision must be rendered within 5 workdays of the meeting.

Step 3:

- a. If the issue is not settled at Step. 2, the union has 5 workdays to submit the Grievance in writing to the Squadron Commander or designee.
- b. Within 5 workdays after receipt of the grievance, the Squadron Commander or designee will hold a meeting or issue a written decision.
- c. If the meeting is held the Commander must issue a decision within 5 days after the meeting unless an extension is granted by the employee or union representative.

Step 4:

- a. If the issue is not settled at Step. 3, the union has 5 workdays to submit the Grievance in writing to the Group Commander or designee or the JBER Commander for grievances with installation-wide impact.

- b. After 10 workdays following receipt of the grievance (unless an extension is granted by the employee or union representative), if the issue remains unresolved the Union may request arbitration.

SECTION 9: GRIEVABILITY

Any disagreement on whether an issue is grievable shall be decided through arbitration. If a grievance is to be rejected based on the merit of grievability it shall be done prior to step 3 of the grievance procedure.

SECTION 10: GRIEVANCES DOCUMENTATION

The union will provide a copy of the grievance with all supporting documentation to the Labor Relations Officer at each step.

SECTION 11: ALTERNATIVE DISPUTE RESOLUTION (ADR)

ADR is an optional method of solving problems available to employees prior to the initiation of a formal grievance procedure. The intent of this cooperative process is to use a non-involved mediator as the timely notification start date of the formal grievance procedure.

SECTION 12: UNFAIR LABOR PRACTICE CHARGES (ULP)

Prior to filing an ULP, the charging party agrees to provide a copy to the other party and to allow fourteen working days to resolve the issue.

ARTICLE 11 ARBITRATION

SECTION 1: PURPOSE

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 30 calendar days after issuance of the 4th Step decision, may be submitted to arbitration. Any decision rendered at the 4th Step that is not referred to arbitration within 30 calendar days is final.

SECTION 2: FEDERAL MEDIATION AND CONCILIATION SERVICES

Normally within 10 work days from the date of the request in writing for arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of seven (7) impartial persons qualified to act as arbitrators. The parties shall meet normally within 5 work days after receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list and will then repeat this procedure until six names are eliminated. The remaining person shall be the duly selected arbitrator. The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case in the event either party refuses to participate in the selection of the arbitrator.

SECTION 3: FAILURE TO AGREE

If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

SECTION 4: HEARING PROCESS

At least 10 work days before the opening of the arbitration hearing, the parties shall exchange lists of witnesses whom they expect to have testify. The parties shall provide the arbitrator with a copy of the list at the same time they exchange lists. The lists shall contain a summary statement concerning the proposed testimony of each proposed witness. The Union will be given reasonable notice and an opportunity to attend when the Employer interviews bargaining unit employees. If either party desires a transcript of the arbitration hearing, it shall pay for all the costs involved. The arbitrator's fee and all expenses shall be equally shared by the parties. No post hearing briefs shall be authorized except by mutual consent. The arbitrator is encouraged to make a bench decision in each case, followed by a written confirmation of the findings. The arbitration hearing will be held, if possible, on the premise of Elmendorf AFB during the regular day shift hours of the basic work week. Witnesses currently on the payroll will be on official time. The Union is entitled to the same number of representatives as the Employer.

SECTION 5: ARBITRATOR'S AWARD

The arbitrator's award shall be binding on the parties unless either party files exceptions to an award with the Federal Labor Relations Authority under appropriate regulations.

SECTION 6: DISPUTES

Any dispute over the interpretation of an arbitrator's award shall be returned to the arbitrator for clarification.

ARTICLE 12 HOURS OF WORK AND ALTERNATE WORK SCHEDULES (AWS)

SECTION 1: BASIC WORK WEEK

The work week shall be 7 consecutive calendar days starting 0001 hours Sunday through 1400 hours the next Saturday. The basis work week is the days and hours of the employee's regular schedule.

SECTION 2: TOUR OF DUTY

- a. Employees will be assigned to a regular tour of duty to include consecutive days off.
- b. Employees and Union shall be given two-week notice prior to any change in tour of duty.
- c. The tour of duty may be modified for emergencies or by mutual consent of the employer and employee.
- d. Within same grade and series, skill and seniority will be used in assigning tour of duties.

SECTION 3: EMPLOYEE REQUEST CHANGE IN TOUR OF DUTY

- a. Employees may request in writing to their supervisor a change in tour of duty or meal period .
- b. The Agency is not obligated to effect a change if it will affect the level of skill required or reduce the manpower capability required to fully carry out the work operations.

SECTION 4: REST PERIODS

Employees are entitled to a 15-minute rest period during each 4 hours of work. Rest periods may not be taken in conjunction with meal periods, or at the beginning or end of the work day.

SECTION 5: MEAL PERIODS

Each tour of duty will include a scheduled unpaid/uninterrupted meal period, of not less than 30 minutes towards the middle of the shift.

SECTION 6: CLEANUP TIME

The Agency will permit reasonable preparation and clean-up time during duty hours as required by the type of work performed.

SECTION 7: HAZARDOUS MATERIAL/CONDITIONS

Employees working with hazardous material or in hazardous conditions will be given adequate time during duty hours for preparation, cleanup and change of clothing.

SECTION 8: SHIFT TIMELINE:

Except in emergencies, employees will not be required to report to work unless they have had at least 12 hours of off-duty time between work tours. Exceptions may be made with the approval of the employee and supervisor.

SECTION 9: ALTERNATE WORK SCHEDULE

Alternative Work Schedule (AWS) means a schedule other than a common tour of duty to include flexible and compressed work schedules. Variations of AWS may be negotiated. Credit hours may only be earned or used under flexible work schedules. Under the law compressed work schedules will not include credit hours (5 U.S.C. §6120).

Formal proposal for AWS for a group of employees may be submitted by either party. A negotiated AWS will be in effect for a minimum of one year. Proposed changes to an AWS will be submitted 30 days in advance of negotiations. The parties will begin negotiations within 30 days of the date of receipt of the proposal. Request for reasonable extensions will be granted. Any agreement will be reduced to writing. Schedules must provide sufficient personnel coverage and interaction within and among organizations to prevent increases costs, a reduction in service to the public or productivity, and must not negatively impact on mission accomplishment or safety or operations. Failure to reach a negotiated agreement will be resolved by the Federal Service Impasse Panel.

ARTICLE 13

TELEWORK

SECTION 1: DEFINITION

Telework refers to an employee performing assigned duties at a location other than the official duty station.

SECTION 2: PARTICIPATION

2.1 The Agency shall establish a policy under which eligible positions of the Agency may participate in telecommuting to the maximum extent possible without diminishing employee performance. Participation in telework will be voluntary for employees.

2.2 The Parties agree:

- a. The Agency has the authority to determine the eligibility of positions to participate in telework program
- b. Supervisors will inform employees if their position has been identified as eligible for telework.
- c. Employees whose position has been identified may request in writing or by e-mail to their immediate supervisor. If the request is denied, the supervisor will respond in writing and

- include the reasons for the denial. The employee may request for the decision to be reviewed by the second level supervisor.
- d. Approved alternative duty stations are determined by the Agency.
 - e. It is the Agency's right to remove an employee from the teleworking program for any reason it deems necessary. The employee will be given written notice indicating the reason(s) for removal.
 - f. The Agency will provide the necessary equipment and support to enable the teleworking employee to perform assigned duties at the alternative duty stations.

SECTION 3: TRAINING

All employees must have completed the Agency's interactive telework training program before they can telework for the first time.

SECTION 4: INDIVIDUAL TELEWORK AGREEMENT

- a. All employees who telework on a regular or occasional basis must complete and sign an individual comprehensive Telework Agreement.
- b. The Supervisor Handbook will provide guidance on developing Telework Agreements
- c. All issues surrounding work performance will be clearly defined in the Telework Agreement.

SECTION 5: DUTY STATION

When an employee is required to report the duty station while in a telework status, a reasonable amount of time for travel will be included in their normal duty hours. There will be no reimbursement for mileage. If an employee is required to forfeit a telework duty day and report to the duty station, the Agency will provide the employee with as much advanced notice as possible.

SECTION 6: HOURS OF WORK AND LEAVE

Employees performing work at the alternative duty station are subject to the same work day requirements as they would be if they were performing work at the official duty station. Employees will continue to be covered by all provisions of Article 15 (Overtime) and Article 16 (Leave).

ARTICLE 14 OVERTIME

SECTION 1: GENERAL

1.1 Non-Exempt

Overtime for JBER civilian employees is governed by the Fair Labor Standards Act (FLSA) and this Agreement.

1.2 Compensation

When overtime work is directed, personnel will be compensated for overtime hours worked in accordance with the provisions of the FLSA, 5 U.S.C.5542, and other applicable statutes, and government-wide regulations.

SECTION 2: ADMINISTRATION

2.1 Rotation of Overtime

The Agency will offer overtime on a rotating basis, fair and equitable among employees within an organizational unit in accordance with their particular skills. Seniority will not be a factor used in assigning overtime.

2.2 Mandatory Overtime

In the absence of sufficient qualified volunteers for overtime work, the Agency has the right to direct overtime. Individual employees will not be forced to work overtime against their expressed desires as long as full requirements can reasonably be met by other qualified employees willing to work.

ARTICLE 15 HOLIDAYS

It is mutually agreed that work on holidays shall be held to an absolute minimum subject to mission requirements. When work is to be performed on a holiday, information will be provided to those employees affected as far in advance as possible.

Employees within an organization unit will be given the opportunity to participate in holiday work assignments on an equitable basis insofar as the requirements of the mission will permit and in accordance with the skills required.

An employee, whose personal religious beliefs require the abstention from work, may work compensatory time in lieu of the anticipated holiday. The employer is expected to accommodate an employee's request to work compensatory time providing it does not interfere with the efficient accomplishment of the mission.

ARTICLE 16 LEAVE

SECTION 1: ANNUAL LEAVE

It is the Agencies responsibility to notify employees of comprehensive information on the Leave processes. This information will be disseminated at least annually through the Key Managers' Email and will also be placed on the JBER website under Civilian Personnel.

SECTION 2: ANNUAL LEAVE

Scheduling - Employees may request leave in 15 minute increments, with supervisory approval.

- a. All projected leave will be submitted to supervisor prior to 31 January of the current calendar year. This leave will be approved or denied no later than 15 February.
- b. For seasonal employees, projected leave must be submitted to supervisors within two weeks of the seasonal placement. This leave will be approved or denied no later than 2 weeks after submittal.
- c. When conflicts regarding scheduled leave arise within same grade and series, seniority will be used to approve annual leave.

SECTION 3: SICK LEAVE

31. Sick leave will be granted in 15 minute increments for appropriate absences such as:

- a. Employees personal medical, vision and dental needs
- b. Employee must care for a family member for medical, vision and dental needs
- c. Employee must care for a family member with a serious health condition

- d. Employee has adoption related purposes
- e. Bereavement

3.2 Upon request, sick leave of more than three consecutive scheduled workdays must be supported by medical documentation.

3.3 Where there is substantial reason to believe that an employee is abusing the sick leave entitlement:

- a. Management may either request a medical certificate, or may advise the Employee, in writing, of the reasons a medical certificate may be required for each subsequent sick leave absence.
- b. If the abuse continues, the employee may be required to furnish a medical certificate for each sick leave application.
- c. If no further abuse is indicated, the restriction will be removed after 6 months, the record shall be made clean, and the employee will be notified of this action. The employee will also be notified of the reasons, in writing, if the restriction is to be continued.

SECTION 4: CALL IN

4.1 When calling in requesting annual leave for emergency situations and sick leave, the Employee will call in as soon as possible but not later than 30 minutes after the start of their scheduled shift. It is the employee's responsibility to request emergency annual leave or sick leave on a daily basis.

4.2 The Employee must make every effort to reach the supervisor or the designee, however in the event that personal contact cannot be made; a voice message will be an accepted form of notification.

SECTION 5: ABSENCE WITHOUT OFFICIAL LEAVE (AWOL)

AWOL is an unapproved absence and results in no pay for the time absent.

SECTION 6: LEAVE WITHOUT PAY (LWOP)

LWOP is an approved absence without pay.

SECTION 7: FAMILY AND MEDICAL LEAVE (FMLA)

In accordance with the Family and Medical Leave Act of 1993, Employees who have completed at least 12 months of service may be entitled to 12 weeks of unpaid leave.

SECTION 8: ADMINISTRATIVE LEAVE

8.1 Blood Donations

An employee will be considered for approval of administrative 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 excusal time should not exceed 4 hours, except in unusual cases.

8.2 Bone-Marrow or Organ Donation

Employees are entitled up to 7 days of paid leave in a calendar year to serve as a bone-marrow or organ donor.

8.3 Jury Duty or Court Leave

When an employee is subpoenaed for jury duty or court appearance, they will promptly notify their supervisor in order that arrangements may be made for their absence from scheduled duty. When the employee returns to duty, he/she should provide official written evidence of attendance in court showing the dates and hours to support the appropriate recording on the employee's Time and Attendance Sheet.

8.4 Officially Sponsored Activities

Employees may participate in officially sponsored activities without charge to leave.

8.5 Rendering Emergency Aid

Management may grant excused absence to employees rendering emergency assistance, during times when employees are traveling to work. The employee shall be required to produce satisfactory evidence of rendering emergency assistance.

ARTICLE 17 MINIMUM MANNING

The Parties agree there will be situations whereby the Air Base Wing (ABW) leadership will close or stop all or part of base operations necessitating the excusal of employees for specific periods of time. It is recognized that there are certain base operations which will not be suspended or interrupted even though it may be necessary, generally, to excuse employees all or part of a day. The Agency may recall employees as needed for mission accomplishment.

Inclement Weather, Natural Disasters or Manmade Disasters

- a. Unless otherwise notified, employees identified as being Inclement Weather Essential Personnel are expected to report for duty when base leadership has declared "minimum manning" due to inclement weather, natural disasters or manmade disasters.
- b. All Inclement Weather Essential Personnel will be supplied with a letter identifying them.

Temporary Shutdown/Furlough

- a. The union will be notified when the Agency is aware of any period of reduced or suspended operation. This notice will be prior to official notification to bargaining unit employees.
- b. When circumstances allow, employees will be given a reasonable amount of advanced notice before the shutdown.
- c. Prior to any shutdown/furlough, the Agency shall make every attempt to notify the employees required to report for duty during the shutdown in advance.

ARTICLE 18 ENVIRONMENTAL DIFFERENTIAL PAY (EDP)

SECTION 1: OBJECTIVE

The Agency's objective is to eliminate or reduce to the lowest level possible all hazardous working conditions. Prior to taking any action, each party has a responsibility to report to the other suspected hazardous working condition including the location and nature of the hazard.

SECTION 2: ENVIRONMENTAL DIFFERENTIAL PAY

When a hazardous working condition exists that is not already covered with environmental differential pay, the Agency will submit an application to have the condition covered and in accordance with 5CRF532, Subpart E, App. A.

SECTION 3: ENVIRONMENTAL DIFFERENTIAL PAY DISCONTINUED

When environmental differential pay for a work station is discontinued, the Agency will notify the Union in writing the title, location and EDP category.

ARTICLE 19
HEALTH, SAFETY AND ENVIRONMENT

- a. Management agrees to provide a safe and healthful workplace for all employees and shall maintain records in accordance with the Occupational Safety and Health Act.
- b. The Parties agree that all management officials, supervisors, and employees are responsible for prompt reporting of observed unsafe conditions.
- c. The Parties agree, in the event a Federal or Agency safety or health inspector visits the installation, the Union shall be notified.
- d. Management shall provide job-appropriate safety and health training for employees including:
 - i. Specialized job safety and health training
 - ii. Installation occupational safety and health program, with emphasis on their rights and responsibilities.
- e. Management hereby agrees to maintain an Occupational Health Program and to make available the following services to those exposed to hazardous working conditions:
 - i. Emergency diagnosis and first-aid treatment for on-the-job injury or illness.
 - ii. Pre-employment examinations of persons selected for appointment in accordance with regulations.
 - iii. Periodic examinations that meet federal regulations to determine effect of environment in the work area on the employee's health.
 - iv. Preventive services including:
 - Preventing and controlling health risks associated with working conditions.
 - Health education programs
 - Specific occupational disease screening examinations including x-rays, and immunizations.
- f. Management agrees to promptly eliminate unhealthful and unsafe working conditions where possible.
 - a. The employee will not be subjected to coercion, discrimination or reprisal for identifying an unsafe working condition.
- g. The Agency is responsible for administering a workers' compensation program.
 - i. The agency will submit initial claims within 48 hours after receiving a report of injury. The agency is further responsible for the submission of any subsequent documentation once received from the employee.
 - ii. It is the employees responsibility
 - To report any work related injury to their supervisor as soon as able, but not later than 30 days.

- To follow through on the claim status
- h. Different work requirements require different types of safety gear and/or Personal Protective Equipment (PPE). The agency will provide safety PPE in accordance with federal law and local working conditions, at no cost to the employee.
 - i. Different organizations require different boots for different work applications. Some organizations may require more than one type of boot for different work applications.
 - ii. Management will identify and provide a boot acceptable for the employee's work application/environment and make these boots available. Should the employee choose to purchase an alternative boot:
 - Employee must verify with management the chosen boot meets the established safety requirement
 - Employee is responsible to pay any cost difference between what is offered by the agency and the boot of choice.
 - Agency's identified credit card holder will ensure the Agency's portion is paid to complete the purchase.
 - These purchases can only be made from Agency-authorized vendors.
 - iii. Replacement boots requested by the employee will be provided on a case-by-case basis when the need is verified by management. The general expectation is that boots should last a minimum of two work seasons (in most cases two work years).

ARTICLE 20 TOBACCO USE

SECTION 1: PURPOSE

Tobacco use is the leading cause of preventable death in the United States. It degrades the Air Force state of readiness due to its negative impact on the health of Base personnel. The goal of this Article is to protect the health of base personnel and improve productivity by creating tobacco-free environments. The parties agree that implementation of this Article will be in accordance with 673ABW132-2001, chapter 20, Smoking and Disposal of Smoking Materials.

SECTION 2: TOBACCO CESSATION PROGRAM

The Agency will implement the following strategies to support personnel as they decrease the use of tobacco:

- a. Employees will be authorized to attend, on official time, two smoking cessation classes sponsored by JBER. Subsequent classes will be on employees own time or on annual leave.
- b. On a one time only basis, smoking cessations aids as determined by the employee and counselor will be provided at no charge.
- c. Base-wide marketing campaign promoting the benefits of a tobacco-free culture will be implemented.

SECTION 3: TOBACCO-FREE AREAS

- a. All dining facilities
- b. All areas that contain highly combustible materials
- c. Medical Treatment Facility Campus except in the Designated Tobacco Area and POVs.
- d. Interior of all structures other than designated tobacco areas.

SECTION 4: DESIGNATED TOBACCO AREAS

Designated tobacco areas will be reasonably accessible to employees and provide a minimum of 3 walls and a roof for protection from the elements. Smoking areas shall be a minimum of 25 feet from points of building ingress/egress. Indoor smoking areas are prohibited. The Employer will not move a smoking area without first negotiating with the Union.

SECTION 4: MAINTENANCE AND USE OF DESIGNATED TOBACCO AREAS

The parties agree maintenance of DTAs is a joint responsibility of the Agency and the users of these areas.

- a. The Agency will ensure that removed snow will not be deposited in or near DTAs in a manner that inhibits ingress and egress.
- b. Users are required to police the area.
- c. The Agency will provide safety receptacles in DTAs to extinguish tobacco products.
- d. Tobacco products may only be extinguished in safety receptacles
- e. Employees are responsible for snow removal from walkways to and from DTAs.
- f. The Agency will provide snow removal equipment.

SECTION 6: EMPLOYEE COMPLIANCE WITH THIS ARTICLE

The parties agree that compliance with this article is necessary to protect the rights of both tobacco users and non-tobacco users; therefore noncompliance will result in the following actions:

First Offense: Employee receives an informational letter outlining the rules for tobacco use on this base.

Second Offense: Employee receives an Oral Admonishment.

Subsequent Offenses: Will be subject to progressive disciplinary actions.

SECTION 7: NEGOTIABILITY

The parties agree to work towards a tobacco free work environment. This issue will be reopened for negotiation each year from the date this Agreement is execute. The parties will jointly assess conditions to determine the extent of broadening tobacco free areas.

Both parties agree to work together to resolve issues arising from this article. The ultimate arbiter of any disputes is the Federal Labor Relations Authority.

ARTICLE 21 PARKING

SECTION 1: PARKING

Twenty-Five percent of curbside parking will be open to all employees.

The Agency will allocate from the remaining seventy-five percent adequate parking for handicapped, van pools, customer service and government service vehicles.

SECTION 2: AUDIT

The parties will audit annually to ensure the agreed upon parking allocations are adhered to.

ARTICLE 22 DRUG ABUSE

- a. The purpose of this Article to work in concert to eradicate alcoholism and drug abuse that affect performance or conduct of employees.
- b. The Parties agree alcohol and drug use during duty hours will not be tolerated on JBER.
- c. The Agency has a vested interest in supporting its employees in accessing alcohol and drug abuse rehabilitation services:
 - i. Allowing employees to voluntarily visit the Substance Abuse Control Office during duty hours without fear of reprisal
 - ii. Approving leave (including LWOP) for employees to participate in alcohol and drug rehabilitation programs
 - iii. Establishing a 'safe harbor' program as provided in Section 5 of Executive Order 12564 for employees who self-identify themselves as users of illegal drugs:
 - prior to notification of a drug test, self-identify themselves as abusers of any drug
 - agree to sign an agreement to refrain from alcohol/drug use,
 - complete recommended counseling or rehabilitation program, and
 - test negative for drug use for up to one year.
- d. To meet mission requirements, certain employees are in Designated Testing Positions:
 - i. These employees will receive an individualized letter identifying them as DTP
 - ii. These employees are subject to random drug testing
 - iii. These employees will not be tested for a minimum of 30 days after receiving a letter identifying them as DTP
 - iv. These employees are subject to adverse action, up to and including removal, for the use of drugs or alcohol while in duty status.
 - v. These employees are subject to adverse action up to and including removal for the use of drugs or alcohol which affects their job performance or conduct.
- e. Employees may be referred on official time with no charge to leave for testing, assessment and treatment recommendations if:
 - i. the Employee tests positive for drug use during a random drug test.

- ii. there is reasonable suspicion of substance abuse and/or misuse. The parties agree that reasonable suspicion testing does not require certainty, but mere "hunches" are not sufficient for a referral.
 - iii. Grounds for reasonable suspicion testing may be:
 - 1. Direct observation of drug use or possession and/or the physical symptoms of being under the influence of a drug.
 - 2. A pattern of abnormal conduct or erratic behavior.
 - 3. Arrest or conviction for a drug-related offense or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use or trafficking.
 - 4. Information provided either by reliable and credible sources or independently corroborated.
 - 5. The Employee is involved in an accident or safety mishap while on duty where the employee's conduct caused or contributed to personal injury that caused emergency medical treatment or a fatality.
 - 6. The Employee is involved in an accident or safety mishap that causes damage to government property of \$10,000.00 or more.
- f. In situations where an employee tests positive for drug use and the Substance Abuse Control Officer recommends treatment, the employee shall be given the opportunity to enroll in a rehabilitation program and returned to duty if:
 - a. They agree to "Last Chance Agreement," and
 - b. They successfully complete a "Last Chance Agreement".
- g. The Memorandum of Agreement on the Drug Testing Policy signed on 29 March 2011 as it applies to Category I Type II, Motor Vehicle Operator, (occupational series 5701, 5703, 5767) and Category I Type II, Recreation/Child/Youth Development positions (occupational series 0188, 0189, 1701, 1702) shall govern with this article.

ARTICLE 23 REALIGNMENT AND REDUCTION IN FORCE (RIF)

For the purposes of this Article, the area of consideration is all Air Force employees serviced by JBER Civilian Personnel Office.

SECTION 1: REDUCTION IN FORCE

Management will follow all rules in accordance with 5 CFR part 351.

- a. The parties acknowledge that the Union shall receive the following information as soon as it becomes available.
 - i. The number of employees affected along with their work location and contact information.
 - ii. The proposed effective date.
 - iii. The retention registers that were created for the RIF.

- b. Management will minimize the adverse effect of the impact on employees by freezing vacancies as far in advance as possible.
- c. Management will hold group briefings to inform employees about their general rights and responsibilities in a RIF.
- d. Services to employees released in a RIF
 - i. Employees who receive job offers will have 48 hours to accept the offer.
 - ii. Employees will have access to individual comprehensive briefings to determine their standing in a RIF.
 - iii. Employee placement opportunities, severance pay computations and services to employees who are designated for separation in the RIF.
 - iv. Employees will have access to all tools available through the military family readiness support services, as mission allows.

SECTION 2: REALIGNMENT

- a. The Union will be notified in as far in advance as possible.
- b. The Agency agrees to allow the Union an opportunity to bargain the impact and implementation of realignment prior to implementation.

ARTICLE 24 CONTRACTING OUT

SECTION 1: GENERAL

The Parties agree maximizing the utilization of JBER employees may be the most efficient way to meet the Agency's mission. Therefore, the Agency and Union will work in concert to maintain the most efficient organizations.

SECTION 2: GOVERNING LAWS

The Agency shall comply with the provisions of all applicable federal rules and regulations in all aspects of its contracting out processes.

SECTION 3: UNION NOTIFICATIONS

The Agency will concurrently send the Union copies of notifications it submits to Congress regarding contracting out activities and/or studies.

SECTION 4: AGENCY INVENTORIES

The Agency shall provide to the Union an electronic copy of the GAO inventory, including the list of inherently governmental functions required by A-76 in an editable spreadsheet format on the same day it is made available to the public.

SECTION 5: PRIVATIZATION AND OUTSOURCING

When planning or implementing the privatization or outsourcing of bargaining unit work, the Agency will provide the Union with information as outlined in the A-76 and AFI 38-203. This does not include personal services contracts (e.g. professional and/or special skills).

SECTION 6: ADVERSELY AFFECTED EMPLOYEES

The Agency will make every effort to reduce the impact of Contracting Out on employees.

- a. The Agency may request VERA/VISIP authority from PACAF
- b. The Agency may offer impacted employees positions of the same grade and pay which they may be minimally qualified for
- c. Impacted employees will be added to the Priority Placement Roster

ARTICLE 25 DETAILS

A detail is a temporary assignment of an employee to a different position or to a different set of duties for a specified period, with the employee returning to his/her regular duty at the end of the specified period.

- a. Detailed employees remain incumbents of the positions from which detailed.
- b. Employees will not be detailed to a lower graded position for more than 120 days during any 12 month period.

ARTICLE 26 PERSONNEL RECORDS

SECTION 1: The Supervisor's Employee Work Folder is a set of records used in managing the performance of employees. As a minimum the Folder should contain the AF Form 971, Supervisor's Employee Brief (computer generated), current position description, signed and currently dated employee work plan, training records, leave schedules and a copy of employee performance appraisal and backup information.

SECTION 2: AF Form 971 and the Supervisor's Employee Work Folder are confidential records. Access to this information will be limited to persons who have an official need to know. All employees' files will be kept secured when not accessed. Computer generated information will be safeguarded. Employees will have the right to review their personal AF Form 971 upon request.

SECTION 3: Any derogatory information relating to disciplinary actions shall be maintained on or with AF Form 971 in accordance with the following table, provided no other disciplinary actions have occurred during this period:

Negative comments, including Letters of Counseling	Six months (in pay status)
Oral Admonishment	One year
Letter of Reprimand	Two years
Suspension	Permanent
Removal	Permanent

SECTION 4: Unit recall rosters are official documents and will be treated in accordance with established procedures.

ARTICLE 27 **TRAINING AND CAREER DEVELOPMENT**

SECTION 1: PURPOSE

The parties agree that:

- a. It is in the best interest of the Agency to provide the training necessary on an equitable basis as funds are available to ensure the maximum efficiency of civilian employees in the performance of their assigned duties
- b. The employee is primarily responsible for their self-development.
- c. Training required by the Agency shall be at no cost to the employee.
- d. The Agency has the discretion to state the duty hours of employees in a training status. The employee shall be notified two weeks in advance of this action.

SECTION 2: AGENCY RESPONSIBILITIES

The Agency shall:

- a. Ensure widest dissemination of training and education programs as they become available.
- b. Remind employees, at least annually, of the criteria for approval of training, and the nomination procedures.
- c. Ensure that all employees receive the training necessary to perform their duties.
- d. Reimburse appropriate costs required to obtain and/or maintain certification and/or licensure necessary for employee(s)' current positions.

SECTION 3: SUPERVISOR'S RESPONSIBILITIES

The Supervisor shall

- a. Determine, provide, evaluate and document training needs on a fair and equitable basis.
- b. Ensure that there is no discrimination in the nomination and/or selection of employees with regards to training.

SECTION 4: EMPLOYEE'S RESPONSIBILITIES

The employee shall:

- a. Self-nominate for training opportunities
- b. Provide input to assist their supervisor in determining training needs.
- c. Share new skills acquired through training with fellow employees.

ARTICLE 28 **EQUAL EMPLOYMENT OPPORTUNITY**

SECTION 1: PURPOSE

Their commitment to the policy of prohibiting discrimination on the basis of marital status, sexual orientation, parental status and/or political affiliation as well as to the policy of prohibiting retaliation for opposing any practice made unlawful by Title VII of the Civil Rights Act, the Age Discrimination in

Employment Act (ADEA), the Americans with Disabilities Act (ADA), the Rehabilitation Act of 1973, the Equal Pay Act, and all other laws and regulations related to unlawful discrimination

Parties affirm all employees have a right to:

- a. Work in an environment free of harassment and discrimination.
- b. Preserve the confidentiality of their personnel and medical records in accordance with the Privacy Act of 1974.
- c. Agency officials committed to providing equal employment opportunities for all employees.
- d. Contact either the JBER Equal Opportunity office or their Union representative if:
 - i. they believe that they are being discriminated against because of their race, color, religion, gender, age, national origin, marital status, political affiliation or disability
 - ii. they believe they are harassed (including sexual harassment) creating a hostile work environment

SECTION 2: AFFIRMATIVE ACTION

The union will participate in the development and implementation of an Agency-wide Affirmative Action Program that is in accordance with 19 CFR 1614, MD110 and EEOC Management Directive 715. This plan will include the following:

- a. Ensure that unlawful discrimination in the workplace is promptly addressed and corrected.
- b. Conduct a continuing campaign to eliminate/prevent discriminatory personnel practices, policies and employment conditions.
- c. Provide training and information to managers and employees to ensure the enforcement of Agency equal employment policies.
- d. Identify and eliminate barriers that impair the ability of individuals to compete in the workplace.
- e. Ensure prompt, fair and impartial process of EEO complaints
- f. Ensure appropriate attempts are made to make reasonable accommodations for qualified individuals with disabilities

SECTION 3: REVIEW OF EMPLOYMENT PRACTICE

The Agency agrees to examine employment policies, procedures and practices to identify actual problems, barriers, and “triggers” that alert the Agency to the existence of problems or barriers which may limit employment opportunities to certain groups.

Should adverse EEO impact involving selection procedures be evidenced pursuant to the EEO and/or Affirmative Employment Plans, specific and measurable objectives shall be set to correct the conditions.

Those objectives will include but not be limited to:

- a. Validate existing selection process
- b. Modify or eliminate selection practices that are unwarranted barriers to equal employment.

SECTION 4: INFORMING THE WORKFORCE

- a. The Agency will make available to all employees written information describing the Agency's EEO programs, the Affirmative Employment Plan, and the EEO complaint process.
- b. The Agency will produce and make available workforce profiles according to sex, race, age and disabling condition by:
 - i. grade level
 - ii. white collar occupational categories
 - iii. blue collar occupational categories

iv. promotion trends

SECTION 5: ACCOMMODATIONS

- a. In accordance with ADA Regulations, the Agency will make reasonable accommodations for known physical or mental limitations of employees with disabilities.
 - i. Employees must request an accommodation, orally or in writing
 - ii. Agency will provide appropriate forms, information and directions to receiving accommodations
 - iii. Agency will respond to an employee's completed request for reasonable accommodations within five (5) workdays.
 - iv. All denials will be in writing.
- b. Upon request the Agency agrees to provide interpreter services for hearing impaired employees who seek union assistance and/or representation.
- c. In accordance with ADA Regulations, employees will be provided assistive devices when it is determined that the use of the equipment is reasonable and necessary to perform official duties. Such equipment does not cover personal items which the employee would be expected to provide, such as hearing aids or eye glasses.

**ARTICLE 29
APPRAISAL SYSTEM**

SECTION 1: PURPOSE

To promote a fair and equitable performance appraisal system that rewards exceptional performance, improves mediocre performance and improves substandard performance.

SECTION 2: APPRAISAL SYSTEM

The appraisal system will be a positive building block in the foundation of a relationship based on shared interests and mutual objectives by:

- a. Emphasizing Employee development;
- b. Enhancing the supervisor's role as leader and coach;
- c. Highlighting employee contributions;
- d. Redefining expectations or requirements to ensure they are realistic and attainable by employees working under normal conditions.
- e. Appraising only on individual's performance standards.
- f. Ensuring standards and critical elements of the position description relate directly to duties assigned to the employee
- g. Implementing an ongoing communication system between employee and supervisor

SECTION 3: EMPLOYEE PARTICIPATION/NOTIFICATION

- 1. At the start of each appraisal period, upon any change in condition of employment that may affect the appraisal, at the start of employment or when a new supervisor is assigned, supervisor will review the position description with the employee.
 - a. Have an oral discussion to explain, clarify and communicate the employee's job responsibilities.
 - b. Insure there is clear and mutual understanding of the duties and responsibilities contained in the employee's position description and performance plan as they relate to the Agency's mission, and the level of performance expected for each.

- c. Document the meeting in the employee's records.
2. All critical elements used for performance appraisals will be directly related to the employee's assigned Position Description or on form 860 if the employee is currently working on an unclassified ARMY PD. Employees are encouraged to communicate to their supervisor any concerns that arise between actual job duties and their position descriptions or on form 860.. In accordance with Article 5 in this Agreement, employees have the right to have their position description reviewed against their actual job duties.
3. Informal discussions are a standard part of supervision and should occur throughout the annual assessment period. Discussions may be initiated by the rating official or employee. If an employee requests in writing a discussion with his/her rating official to discuss his/her performance, it will be scheduled within 15 work days. If, in rare circumstances, this impossible, the employee's file should be documented to show the request for a discussion and the failure to have one.
4. Rating officials will give employees written feedback on appropriate form(s) during midterm review. Additional progress reviews may be made, and one is required if the rating official believes the employee is not meeting the elements of their job Position Description. If, at the time of the feedback, the Agency is aware of an instance of performance deficiency, it shall provide that information to the employee during that progress review. Otherwise, the information will not be used to adversely affect the performance rating.
5. After receiving a written appraisal, employees are required to sign receipt of the document. An employee's signature does not indicate agreement. If the employee does not agree with rating, they are encouraged to submit a rebuttal which will be attached to the appraisal and kept in the employee's OPF.

SECTION 4: QUALITY WORKFORCE

The Agency is committed to developing a qualified and motivated workforce by mentoring and developing interested employees through:

1. Cross training
2. Leadership training
3. Assignment of Mentors
4. Ability for employees to self-identify developmental opportunities
5. Career Development workshops
6. Feedback on how to progress in their career

SECTION 5: PERFORMANCE IMPROVEMENT PLAN

The Performance Improve Plan will be conducted in accordance with OPM regulations and will be no less than 90 days. The performance improvement plan is not an adverse action but is designed to correct substandard performance. Therefore, it is responsibility of both the employee and agency to ensure successful completion of a performance plan:

Agency will

1. Identify which standard(s) the employee is not fully meeting
2. Identify the criteria to be used to determine when a standard is being fully met
3. Provide training/coaching aids to assist the employee in fully meeting the standards
4. Review employee's progress weekly

5. Communicate clearly to employee that unless performance improves to fully meet the standard, adverse action may be taken

Employee will:

1. Communicate specific areas of weakness that inhibit fully meeting performance standards
2. Be responsible for self-helping themselves through reading materials applicable to the job.
3. Accept additional training/coaching offered.

SECTION 6: ADVERSE ACTIONS FOR UNACCEPTABLE PERFORMANCE

An employee whose unacceptable performance results in an adverse action is entitled to:

1. Union representation
2. Written notification specifying deficiencies and adverse action to be taken
3. Due process in accordance with the law including but not limited to adequate response time to answer/rebut proposed adverse actions.

SECTION 7: EMPLOYEE RIGHTS IN REMOVAL ACTOINS FOR UNACCEPTABLE PERFORMANCE

1. The employee may appeal to either the Merit Systems Protection Board in accordance with applicable law or
2. File a Grievance through the union.
3. An employee shall be deemed to have exercised the appellate option at such time as the employee timely initiates an appeal under the statutory procedure or the Union, on behalf of the employee, timely files a written request to invoke arbitration, whichever occurs first.

ARTICLE 30 MERIT PROMOTIONS

SECTION 1: PURPOSE

The purpose and intent of this Article are to ensure that merit promotion principles are applied in a consistent manner, with equality to all employees, and without regard to political, religious, or labor organization affiliation or non-affiliation, marital status, race color, sex, national origin, disabling condition, age, or sexual orientation and shall be based solely on job-related criteria.

SECTION 2: ACTIONS COVERED BY COMPETITIVE PROCEDURES

In accordance with 5 CFR 335.103, competitive procedures will apply to personnel actions.

SECTION 3: ACTIONS NOT COVERED BY COMPETITIVE PROCEDURES

As per 5 CFR 335.103 and appropriate Articles in this contract

SECTION 4: TEMPORARY PROMOTIONS

4.1 Fully Performing

Management may temporarily promote employees detailed to higher-graded positions in accordance with government-wide regulations.

4.2 Fully Qualified

Management may affect the temporary promotions of employees detailed to higher-graded positions at any time in accordance with government-wide regulations, but not later than the 31st day following placement in a position classified at a higher grade.

SECTION 5: INTERNAL CONSIDERATION

5.1 Local Commuting Area

The parties agree:

- a. Bargaining unit members will be notified by e-mail as a position is submitted to AFPC for announcement in USAJOBS. It is the responsibility of union stewards to ensure employees that don't have a DOD e-mail address, are notified that a bargaining position has been sent to AFPC.
- b. Vacancy announcements will be posted on the Official Bulletin Board in the area where the vacancy is to be filled.
- c. Bargaining unit members will be notified of all changes in vacancy announcements.
- d. Upon request, selecting managers will meet with non-selected employees to discuss ways to improve their future chances for promotion.

5.2 Vacancy Announcements

The Agency agrees that all vacancy announcements will be posted for a minimum of five (5) work days.

5.3 Developing a Fully Qualified Cert

Personnel will conduct a job analysis to determine the competencies required for the position. The job analysis, as per 29 CFR 1607 and 5 CFR 300, 102 will be practical in character and as far as possible relate to matters that fairly test the relative capacity and fitness of candidates for the jobs to be filled.

5 CFR 300.103 job analysis basic requirements include (a) duties and responsibilities and the factors that are important in evaluating candidates; (b) there shall be a relevant relationship between performance in the position to be filled and the employment practice used. Input from management shall be submitted in writing.

The demonstration of rational relationship shall include a showing that the employment practice was professionally developed.

After Personnel perform the job analysis and rating of the employees, the top five candidates will be presented to the selecting official for interviews.

SECTION 6: CAREER LADDER

6.1 Practice

It is the practice of the Agency to provide appropriate opportunities for bargaining unit employees to develop and advance in their careers

6.2 Maximum Opportunity

Employees in career ladder positions will be given maximum opportunity to reach the full potential of their assigned career ladders. Upon placing an employee in a career ladder position, the supervisor will discuss the job requirements and expectations for the employee to reach the next higher level. The supervisor will hold these discussions at each level of the employee's progression within the career ladder.

6.3 Progression Within a Career Ladder

Career ladders are not automatic; an acceptable level of performance must be demonstrated for progression. Employees in career ladders will clearly demonstrate the ability to perform at the next

higher level before being promoted to the next grade in the career ladder. Once the promotion has been made, supervisors will assign work at the new grade level.

6.4 Timing for Career Ladder Promotions

At the time an employee meets time-in-grade and any other legal promotion requirements, the supervisor will make a decision to promote or not to promote. This decision will be made in a timely manner, not to exceed 30 days.

6.5 Ongoing Feedback

The supervisor will periodically as per regulation provide feedback to the employee about their performance in the career ladder position.

6.6 Failure to Meet Promotion Criteria

Employees not meeting the criteria for promotion will be counseled by their supervisor regarding areas needing improvement before adverse actions are taken.

6.7 Compensation

An employee's level of compensation upon promotion shall be set in accordance with applicable regulations.

SECTION 7: PROMOTION RECORDS FOR UNIT POSITIONS

In accordance with 5CFR335.103, a file sufficient to allow for reconstruction of the competitive action will be kept for two years, unless there is a grievance or complaint pending on the particular promotion action, in which case the file will be kept pending final decision of the grievance or complaint.

SECTION 8: INFORMATION ON PROMOTION ACTIONS

Upon completion of the selection process, the Union may request the information used by the Agency to make the selection. The Agency will provide the requested information consistent with the requirements of law.

ARTICLE 31

DISCIPLINARY AND ADVERSE ACTION

SECTION 1: PURPOSE

Discipline is to correct and improve employee behavior so as to promote the efficiency of the service. It is not to be punitive in nature. The concept of progressive discipline, which is designed primarily to correct and improve employee behavior, will guide managers in making decisions regarding discipline. A common pattern of progressive discipline is reprimand, short term suspension, long term suspension and removal. Any of these steps may be bypassed when the severe nature of the behavior makes a lesser form of discipline inappropriate.

SECTION 2: TIMELINESS OF DISCIPLINE

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

SECTION 3: SHORT-TERM SUSPENSIONS

4.1 Proposed Actions

An employee against whom a suspension for 14 days or less is proposed is entitled to an advance written notice of 7 duty days stating the specific reasons for the proposed action.

4.2 Final Actions

Employees are also entitled to 7 days to respond orally or in writing. Extensions will be granted by written request, when applicable.

SECTION 4: REMOVALS, SUSPENSIONS FOR MORE THAN 14 DAYS, REDUCTION-IN-GRADE OR PAY

4.1 Proposed Actions

- a. An employee against whom an adverse action of a suspension for more than 14 days is entitled to an advance written notice of 30 days stating the specific reasons for the proposed action;
- b. The right to review and receive copies of all material that will not interfere with a pending investigation involving any disinterested party in the action at hand, which was gathered in any investigation into the matter that led to the proposed action.
- c. Be represented by an attorney or union representative.

4.2 Suspected Criminal Activity

- a. The Agency may provide fewer than 30-day notice when the Agency has reasonable cause to believe that the employee has committed a crime for which a sentence of imprisonment may be imposed, and the Agency is proposing a removal or a suspension (including indefinite suspension). However, in no case can the Agency provide fewer than 7 days' notice.
- b. When the circumstances require the employee to be kept away from the worksite, the Agency may place the employee in a non-duty status with pay for such time as is necessary to effect the proposed action.

4.3 Final Actions

Employees are also entitled to 7 days to respond orally or in writing. Extensions will be granted by written request, when applicable.

SECTION 5: REQUESTS FOR TIME EXTENSION ON PROPOSALS

The Agency will not unreasonably deny a request for extension of time to respond to proposals.

SECTION 6: MEDICAL CONDITIONS

An employee who wishes consideration of any medical condition that may contribute to a conduct, performance or leave problem shall be given a reasonable amount of time to furnish medical documentation (as defined in 5 CFR 339.102) in accordance with Article 8 of this Agreement.

SECTION 7: OFF-DUTY CONDUCT

In cases where a disciplinary or adverse action is proposed for reasons of off-duty misconduct, the Agency's written notification will also contain a statement of the nexus between the off-duty misconduct and the efficiency of the service. The notification will describe why and how there is a connection between the specific off-duty misconduct and the efficiency of the service.

SECTION 8: APPEAL RIGHTS

The employee may appeal the decision to take an adverse action addressed in Section 4.0 either thru a statutory procedure (MSPB or EEOC) or under the provisions of Article 10, Negotiated Grievance Procedure, but not both.

SECTION 9: GRIEVANCE OR STATUTORY PROCEDURE

The choice of the appeal forum is irrevocable. An employee shall be deemed to have exercised the option at such time as the employee timely initiates a statutory appeal, or timely files a written grievance, whichever occurs first.

SECTION 10: UNION NOTIFICATION

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

ARTICLE 32 TRAVEL

SECTION 1: GENERAL

The Agency agrees to provide transportation for employees or applicable allowances as necessary in the performance of their officially assigned duties.

SECTION 2: NOTICE

Every possible effort will be made to provide employees in advance with complete and accurate information in respect to: (A) purpose of travel assignment, (B) anticipated duration of assignment, (C) mode of transportation, and (D) arrangements for living accommodations.

SECTION 3: TIME OF TRAVEL

To the maximum extent practicable, the Agency will schedule and arrange for the travel of bargaining unit employees to occur during normal working hours within the employee's regularly scheduled duty hours.

SECTION 4: ROTATION

Given the character of the work to be performed, skills required to accomplish the work and availability of employees, the Agency will make every attempt to rotate TDY assignments.

Employees selected for assignments involving TDY may request to be excused if a comparable substitution can be made

SECTION 5: TEMPORARY LODGING

Employees on TDY assignments refusing Government-sponsored accommodations will be responsible for any additional costs.

The norm for employees traveling on official business is not to share a bedroom. However, while it is understood that due to extreme conditions and varying infrastructure, it may be necessary to double employees in rooms, every effort will be made to provide single rooms to employees.

SECTION 6: PRIVATELY OWNED VEHICLES (POVs)

- a. Use of an employee's privately owned vehicle for official government business is voluntary.
- b. When an employee volunteers the use of a POV and that use is authorized by the Agency, the employee will be reimbursed the maximum allowed by law.
- c. Mileage calculations for the most direct route between permanent duty stations and alternate duty point(s), and return directly to permanent duty stations are fully reimbursable.

SECTION 7: DISALLOWED EXPENSES

If a portion or the entire claim for expenses submitted by employees for reimbursement is denied, the undisputed amount shall be paid to employees.

Employees shall receive a written notification from the Agency of all disallowed expenses at the time they are notified of payment of undisputed expenses or not more than fourteen (14) calendar days later. This notice shall:

- a. State the reason(s) in detail as to why expenses were disallowed;
- b. State that employees have the right to request reconsideration of expenses if they have additional information;
- c. State the name of the Agency official to whom reconsideration may be requested; and
- d. Explain the process of employees challenging disallowances.

SECTION 8: ACCOMMODATING SPECIAL NEEDS

Consistent with its obligations under applicable laws, rules, regulations and provisions of this Agreement, the Agency shall provide reasonable accommodations to employees with special needs.

SECTION 9: RESTRICTIONS ON GOVERNMENT TRAVEL CARDS

Government travel cards are only to be used for official government travel

ARTICLE 33 EXERCISE/CONTINGENCY OPERATIONS PARTICIPATION

1. The Agency has the right to canvas employees for volunteers to perform duties outside their position description during exercises and contingency operations.
2. Employees with position descriptions that do not include mandatory participation in exercises and contingency operations may refuse to volunteer without threat of adverse action.

ARTICLE 34 CONSTRUCTION PROJECT NOTIFICATION

It is recognized by both parties that construction work on JBER is continual and necessary. The Agency will continue to give as much advance notice of construction projects affecting employee access to work as possible.

ARTICLE 35 COMPUTER ACCESS

SECTION 1: REASONABLE ACCESS

Subject to mission requirements, employees shall have reasonable time to access a computer during duty hours to do the following:

- a. Reviewing personnel record
- b. Accessing benefits and entitlements
- c. Completing required computer based training (CBT)
- d. Process TDY orders/vouchers

SECTION 2: COMPUTER AVAILABILITY

- a. Employees will be given access to a computer to accomplish the tasks in Section 1 either at the duty station or at an alternate location if no computers are available at employee's duty station.
- b. Employees will have a reasonable amount of privacy while accessing the computer to accomplish task in Section 1.

SECTION 3: TRAINING

Employees will be given the appropriate training, orientation or assistance necessary and reasonable to access computers to complete the tasks as outline in Section 1.

SECTION 4: JOB RELATED TASKS

It is the Agency's responsibility to ensure employees have computer access needed to complete job – related task.

ARTICLE 36 SECURITY FORCES

SECTION 1: TRAINING

Police officers will receive training to meet all the requirements of Federal, DOD, AF, MAJCOM, State, and local level rules and regulations to maintain qualification as a police officer. Subject to funding all officers will receive job advancement training at least once a year.

SECTION 2: CREDENTIALS & BADGES

Employees filling a policy officer position on JBER shall be issued a badge by the Agency identifying them as an Air Force Civilian Police Officer. Credentials will be issued confirming that the holder is a JBER law enforcement officer.

SECTION 3: SPECIAL SALARY RATE

The parties will jointly strive to attain a special salary rate for GS-0083 Police Officers at JBER.

SECTION 4: UNIFORMS

The Agency will provide the initial uniform allowance of \$1800.00 or issue the equal amount of uniforms that meet the requirement as stated in AFI 31-283, paragraph 4.7. It is understood that protective foul weather clothing and equipment issued to officers is not part of this allowance as per AFI 31-283.

Article 37 RETIREMENT

1. The purpose of this Article is to clarify certain processes covering retirement for all employees in accordance with applicable law and regulations. This Article shall be administered in accordance with Title 5, Code of Federal Regulations, Part 831.

2. Generally, there is a retirement planning seminar for all Federal employees at least annually. The retirement planning seminar includes information on various states of retirement planning.
3. The Agency shall:
 - a. Allow employees within seven (7) years of retirement to attend the Retirement Planning Seminar at least once without charge to leave.
 - b. Provide links to pertinent retirement information to employees beginning the retirement process.
 - c. Inform employees who are involuntarily separated of the time limit to file for disability retirement.
4. An employee may withdraw a retirement application at any time prior to its effective date by communicating to the Agency in writing.

ARTICLE 38 **EFFECTIVE DATE AND DURATION**

1. This Agreement shall take effect on _____
2. This Agreement shall remain in full force and effect for three (3) years from its effective date. This Agreement shall automatically renew itself from year to year thereafter.
3. If either party desires to renegotiate any terms of this Agreement, it will furnish written notice to the other party, identifying the Articles that it wishes to change, not more than one hundred and twenty (120) or less than ninety (90) days prior to the expiration date. This notification shall include copies of all proposed changes.
4. In the event such notice is given by either party, the parties will begin negotiating ground rules for the new negotiations within sixty (6) days from the date of receipt of notice of the proposed changes. If negotiations are not completed by the anniversary date, the Agreement will be automatically extended until a new agreement is negotiated.
5. This Agreement may only be amended, modified, or renegotiated in accordance with the provisions of this Agreement.

For Local 1101,
American Federation of Government Employees,

President, AFGE Local 1101

For 673 Air Base Wing,
Joint Base Elmendorf-Richardson, AK

Commander, 673 ABW