



# **COLLECTIVE BARGAINING AGREEMENT**

**BARKSDALE AIR FORCE BASE, LOUISIANA**

**AND**

**NATIONAL FEDERATION OF FEDERAL EMPLOYEES**

**LOCAL 1953**

**01 NOVEMBER 2022**

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## **PREAMBLE**

In accordance with the provisions of Title VII of the Civil Service Reform Act of 1978, Public Law 95-454, Federal Service Labor Management Relations, hereinafter referred to as "Title 5 United States Code (USC) 71," the following Agreement is entered into by and between Barksdale Air Force Base (Barksdale AFB), Louisiana (LA), hereinafter referred to as the "Employer," and Local 1953, National Federation of Federal Employees (NFFE 1953), hereinafter referred to as the "Union" for employees in the unit described in Article #2, and collectively known as the "Parties."

The Parties recognize that the public interest requires high standards of employee performance and the continued development and implementation of modern and progressive work practices to ensure efficient accomplishment of the operations of the Government. Through the Union, employees are guaranteed the right to participate in the formulation and implementation of personnel policies and practices related to their conditions of employment through collective bargaining. Therefore, collective bargaining is in the public interest.

Whenever language in this Agreement refers to specific duties or responsibilities of the Employer, the Parties agree the Employer will assign those duties and responsibilities at its sole discretion keeping with what is specified in this Agreement. The Parties also agree that references to "the supervisor" or "second-level supervisor" throughout the Agreement are for illustrative purposes and may not prevent management from designating any management official it deems necessary to perform duties and responsibilities identified in the Agreement.

This Agreement must be read as a whole not just in part, as more than one article/section may apply. No part of this Agreement shall be interpreted by any party as a waiver of that party's right unless such waiver is explicitly stated in the terms of this agreement.

## **WITNESSETH**

The purpose of this Agreement is to promote and improve the effective and efficient administration of the Federal Service and the well-being of employees within the meaning of 5 U.S.C. Sec. 71. Therefore, in recognition of their respective rights and obligations, the Parties are bound and agree as follows:

## **ARTICLE 1 - PROVISIONS OF LAWS AND REGULATIONS**

In the administration of all matters covered by this Agreement, the Parties are governed by: Laws, Executive Orders, the Code of Federal Regulations (CFR), government-wide rules and regulations; any published Agency (DOD) and Department of the Air Force instructions in existence at the time the Agreement was effective (which means: approved by the Agency, signed by the Parties, and in effect); and subsequently published Agency regulations which are not otherwise in conflict with the provisions of this Agreement.

Where new or existing provisions of Agency and/or Air Force Instructions issued after the effective date of this Agreement conflict with this Agreement, the Parties agree the terms of this Agreement prevail.

The requirements of this Article shall apply to all understandings or agreements between the parties.

## ARTICLE 2 - RECOGNITION AND UNIT DESIGNATION

### SECTION 1. RECOGNITION.

The Employer recognizes the Union as the exclusive representative of all employees in the Unit as defined in Section 2 of this article.

### SECTION 2. UNIT DESIGNATION.

The Unit represented by NFFE Local 1953 is composed of all professional and non-professional civilian employees, paid from appropriated funds of the Barksdale Air Force Base and the non-base tenant organizations serviced by the Civilian Personnel Flight, 2 FSS/FSC. Excluded are all management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(1)(2)(3)(4)(6) and (7).

## ARTICLE 3 - UNION RIGHTS

SECTION 1. The Union will accept Employees of the Unit as members without discrimination based on race, color, religion, creed, age, sex, national origin, political affiliation, marital status, or physical handicap.

SECTION 2. The Union will be entitled to act for and to negotiate agreements covering all Employees in the bargaining unit and will be responsible for representing the interests of all such Employees without discrimination and without regard to Union membership.

SECTION 3. The Union will be given the opportunity to be represented at any formal discussion between one or more representatives of the Employer and one or more Employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.

SECTION 4. The Union will be authorized a reasonable amount of Official Time to have a representative provide information to new employees on their rights as an Employee of the Federal Government, the Union's role in the workplace, and to answer any questions the new employees may have. This includes briefing at the Civilian Personnel Office new hire orientation virtually or in person and setting up a table at the Barksdale AFB Right Start orientation.

SECTION 5. The Union officers/stewards will be granted access to regulations necessary to assist them in carrying out their representational tasks. The Employer will notify the Union of changes to regulations that affect BUE's on Barksdale AFB.

SECTION 6. The Union shall be entitled to receive, upon request, and to the extent not prohibited by law, data which is normally maintained by management in the regular course of business, which is reasonably available and necessary for full and proper discussion, understanding and negotiation of subjects within the scope of collective bargaining, and which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors relating to collective bargaining.

SECTION 7. The Employer will allow for up to two (2) Union Organizational Events quarterly during Bargaining Unit Employees' lunch periods. The Union will notify the Employer of times, dates and locations of the events. Notification will be given to the Employer thirty (30) calendar days in advance of the event(s). Union Officials will be on official time for organizational events, as long as there is no solicitation for membership, collecting dues, or soliciting participation in elections.

SECTION 8. Authorized representatives of the NFFE National Union will be allowed to visit the installation on appropriate Union business. The President of NFFE Local 1953 or Business Representative for NFFE will notify the Labor Relations Officer in advance of the visit.

SECTION 9. ADMINISTRATIVE ITEMS.

### 9.1. BARGAINING UNIT EMPLOYEES LIST.

Upon written request from the Union, and not more than two (2) times during each calendar year, the Employer will provide the Union a list of bargaining unit employees including: Employee name, pay plan, series, grade, position title, organization, and office symbol.

## 9.2. UNION OFFICERS/STEWARDS LIST.

The Union will provide a current list of officers and stewards to the Civilian Personnel Office and will advise them of any changes in writing. The list of Union Officers and stewards will include the contact numbers and organization to which assigned.

## 9.3. BULLETIN BOARDS.

The Employer agrees to provide an area sufficient to post up to four legal-sized documents on appropriate bulletin boards for the exclusive use of the Union. The bulletin boards will be located in a common area accessible to bargaining unit employees.

9.3.1. It will be the responsibility of the Union to maintain the posting on bulletin boards in good order. Only Union Officers and Stewards are to post and remove information from bulletin boards.

9.3.2. Information to be posted shall be cleared through the Employer. Items posted on the bulletin boards that are determined by the Employer to be non-compliant with posting criteria, may be subject to removal from the bulletin board.

9.3.3. The Parties agree that no posting of the bulletin board shall violate Law, applicable provisions of this Agreement, or national security or the security of this installation. No posting of libelous or scurrilous material will be tolerated.

## 9.4. E-MAIL FOR OFFICIAL USE.

Union representatives may utilize Government email when in direct relation of official representational duties. The Union may use government email for communicating events of general interest to BUE's. General interest and/or event emails shall be cleared through the Labor Relations Officer thirty (30) calendar days prior to sending the information.

## 9.5. COPIES OF THIS AGREEMENT.

The Employer shall provide the Union an electronic copy of the final agreement no later than five (5) calendar days after signing the final approved Agreement. The Employer shall provide the Union twenty (20) paper (8 ½" x 11") reproducible signed copies of the final Agreement for its use. These will be provided within thirty (30) calendar days after the Agreement is approved. The Employer agrees to provide all Bargaining Unit Employees with the appropriate hyperlink to access the electronic copy of the CBA at New Hire Orientation.

## ARTICLE 4 - RIGHTS OF THE EMPLOYER

### SECTION 1. EMPLOYER RIGHTS.

It is agreed and understood that the Employer retains the right:

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

1.2. In accordance with applicable laws:

1.2.1. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted;

1.2.2. With respect to filling positions, to make selections from among properly ranked and certified candidates for promotion, or any other appropriate source; and,

### SECTION 2. ABILITY TO CONFER.

Nothing in this agreement shall preclude the Employer and the Union from negotiating:

2.1. At the election of the Employer, 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;

2.2. Procedures which management officials of the agency will observe in exercising any authority under this section; or,

2.3. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

### SECTION 3. RESTRICTIONS.

The Parties agree that nothing in this Agreement shall be interpreted to apply to matters outside the bargaining unit or to limit or restrict the Employer's right to manage or make decisions regarding non-bargaining unit personnel or positions.

### SECTION 4. PROVISIONS.

The provisions shall apply to all agreements between the Parties.



## ARTICLE 5 - EMPLOYEE RIGHTS

It is agreed that employees in the Unit as defined in Article 2, Section 2, shall have the right to form, join or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided by 5 U.S.C. Sec. 71, such right includes the right:

1. To act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the Executive Branch of the government, the Congress, or other appropriate authorities; and,
2. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under the provisions of 5 U.S.C. Sec. 71
3. WEINGARTEN RIGHT. Employees will be notified yearly by the employer, of the right to have Union representation at any Employer initiated investigation that the employee(s) reasonably believes may result in disciplinary action and if the employee(s) requests such.

## ARTICLE 6 - TERMS OF AGREEMENT

### SECTION 1. LENGTH OF AGREEMENT.

This Agreement shall remain in full force and effect and will be binding upon the Parties for a period of three (3) years from the effective date signed by the Parties, reviewed and approved by the Department of Defense Agency head. It shall be automatically renewed for one (1) year periods, unless either party gives written notice of its intent to renegotiate this Agreement. Such notice will be no less than sixty (60) calendar days or more than one hundred and five (105) calendar days prior to its expiration date. Extensions of the Agreement are subject to Agency Head Review pursuant to section 7114(c) of Title 5, U.S. Code (5 USC 7114(c)). The terms of this Agreement will remain in full force and effect during the renegotiation of said Agreement until such time as a new agreement is approved.

### SECTION 2. MODIFICATION OR AMENDMENT.

It is understood and agreed that modification or amendment of this Agreement may be required because of the changes in laws, issuance of agency or government-wide regulations required by law, or issuance of Executive Order or other government-wide regulations, subsequent to the effective date of this Agreement. If a future law, Executive Order, or government-wide regulation mandates a change to this Agreement, the Employer will promptly notify the Union in writing of the proposed specific change. No change to the terms of this Agreement shall be made unless such change is required by the specific provisions of the law, except where supplementary written agreement is reached by the Parties, subject to Agency Head Review.

## **ARTICLE 7 - EMPLOYEE ASSISTANCE PROGRAM**

SECTION 1. The Employer and the Union recognize the need to assist Employees whose job performances are adversely affected by medical, behavioral, and emotional problems. The Union supports the Employer's Employee Counseling Services Program as a means for providing information, education, and other appropriate assistance or referral services for Employee problems.

SECTION 2. The Employer and the Union jointly recognize the importance of the prevention and rehabilitation aspects of alcohol and drug abuse problems. The Union supports the Alcohol and Drug Abuse Prevention and Control Program as a means to restore Employees to effective duty.

SECTION 3. An Employee acknowledging an alcohol or drug abuse problem, which affects job performance or conduct, will be given the opportunity to avail themselves of program resources and reasonable time to obtain assistance/rehabilitation on Barksdale AFB. Satisfactory progress toward rehabilitation will be given consideration when disciplinary/adverse actions are being considered IAW law and applicable regulations.

SECTION 4. Records created in relation to an Employee's alcohol or drug problems will be regarded as confidential.

SECTION 5. An Employee may seek assistance and counseling on alcohol or drug problems without jeopardizing job or promotional opportunities, as provided by statute.

## **ARTICLE 8 - EQUAL EMPLOYMENT OPPORTUNITY**

Employees who believe they have been discriminated against may pursue their dissatisfaction through the EEO Complaint Procedures or the negotiated grievance procedure, but not both. The Employee shall be deemed to have exercised his/her option to raise the matter under either a statutory procedure, or the negotiated procedure at such time as the Employee timely initiates an action under the applicable statutory procedure or timely files a grievance in writing under the negotiated grievance procedure, whichever comes first. A grievant may appeal to EEOC the final decision on a grievance when an issue of employment discrimination was raised in the negotiated grievance procedure.

## ARTICLE 9 - NEGOTIATED GRIEVANCE PROCEDURES

### SECTION 1. COMMON GOAL.

The purpose of this article is to provide a mutually acceptable method for prompt and orderly settlement of grievances. The parties agree that cooperative discussions of disputes should occur whenever possible and that every effort will be made to resolve disputes or grievances informally and at the lowest level of supervision. This negotiated procedure shall be the exclusive procedure for processing grievances for bargaining unit employees.

### SECTION 2. SCOPE.

A grievance is any complaint:

- a. by any employee(s) or the Union concerning any matter relating to conditions of employment;
- b. by any employee(s), the Union, or the Employer concerning the effect, interpretation, or claim of breach of this Agreement.

### SECTION 3. MATTERS EXCLUDED.

This grievance procedure does not apply to:

- a. any violation of prohibited political activities;
- b. retirement, life insurance, or health insurance;
- c. a suspension or removal for national security reasons;
- d. any examination, certification, or appointment;
- e. classification of a position which does not result in reduction in grade or pay of an employee;
- f. non-selection for promotion from a group of properly ranked or certified candidates or failure to receive a noncompetitive promotion; (This does not apply to the right to grieve over improper procedures used during the selection process)
- g. termination of a temporary promotion;
- h. non-adoption of a suggestion;
- i. disapproval of honorary or discretionary awards; or
- j. any adverse action taken against a probationary, temporary employee, or employee serving on a provisional appointment;
- k. Equal Employment Opportunity complaints, if first elected as the route of complaint by the employee;
- l. matters appealable to the Merit Systems Protection Board (MSPB).

### SECTION 4. APPEAL OR GRIEVANCE OPTION.

An employee alleging discrimination or affected by a removal or reduction in grade based on unacceptable performance, or an adverse action, may raise the matter under the appropriate statutory appellate procedure or under the provisions of this article, but not both. For the purpose of this Section an employee shall have been considered to have exercised this option at such time as the employee has timely filed a notice of appeal under the applicable appellate procedures or timely files a grievance in writing in accordance with the provisions of this article, whichever comes first.

## SECTION 5. REPRESENTATION.

Any employee or group of employees in the bargaining unit may file a grievance under this procedure. A bargaining unit employee or a group of bargaining unit employees may file a grievance without the direct involvement of the Union. In such cases, the Union will be notified and given the opportunity to be present as an observer at any discussions, including the informal step, between the grievant and Employer concerning the adjustment of a grievance which affects the employee or other employees of the bargaining unit. If Union representation is requested, it will be provided.

## SECTION 6. GRIEVANCE PROCEDURES.

The following procedures are established for the resolution of grievances.

Alternate Dispute Resolution (ADR): In each case before formal grievance procedures are begun, ADR may be considered through the Federal Mediation and Conciliation Service (FMCS).

### **INFORMAL PROCEDURE:**

STEP 1. A grievance concerning a particular occurrence or act shall be presented within fifteen (15) calendar days after the date of that act or occurrence or when the employee became aware of the occurrence. The grievance will be presented in writing to the employee's supervisor or other appropriate management official who will act promptly to resolve the grievance. The supervisor will issue a response in writing within fifteen (15) calendar days after presentation of the informal grievance. If satisfaction cannot be obtained, the Union may ask for oral discussions among the Labor Relations Officer, the Union, the employee, the supervisor, and/or next higher-level manager in an effort to avoid a formal grievance. These informal discussions will take place within fifteen (15) calendar days of the date of the meeting between the supervisor and the employee. If the employee is not satisfied, the employee may submit a formal grievance for consideration in accordance with the procedures set forth below. An employee must seek informal resolution of a grievance before requesting relief through the formal grievance process. An employee must seek informal resolution of a grievance before requesting relief through the formal grievance process except in those situations described in Section 8c of this article.

### **FORMAL PROCEDURE:**

(1) Formal grievances must be signed by the grievant(s) or the representative and must include the following data:

- (i) The grievant's name, position title, grade, and organization.
- (ii) The name and telephone number of the Union representative, if used.
- (iii) Specific nature of grievance including dates, time, place of incident, action or decision grieved and when appropriate, the names and duty assignments of all witnesses.
- (iv) The remedy or resolution sought.
- (v) The specific section(s) of the Article(s) of this agreement, law, regulation or other directive allegedly violated if appropriate.
- (vi) Address or work e-mail address to which correspondence should be sent.

### STEP 2.

(1) If an employee or group of employees is dissatisfied with the response received in Step 1, they may, within fifteen (15) calendar days, alone or by a representative, present the grievance in writing for further consideration to the next level supervisor (or designee).

(2) The Employer will promptly furnish the Union a copy of the grievance when the Union has not been named as the representative.

(3) A meeting may be held at the request of the next level supervisor (or designee) or employee. If the employee desires to have a meeting, the employee should request one in the written grievance. If a meeting is to be held, the next level supervisor (or designee) should arrange such within seven (7) calendar days after the receipt of the grievance.

(4) The next level supervisor (or designee) will give a written response to the grievant(s) within fifteen (15) calendar days after the date of the meeting, or if a meeting is not held, within fifteen (15) calendar days after receipt of the grievance. A copy of this response will be furnished to the Union.

STEP 3. If the grievance is not settled at Step 2, the grievant may submit the grievance in writing to the Group Commander in the unit of assignment, (or designee) within fifteen (15) calendar days after receipt of the Step 2 response. The Group Commander (or designee), will meet with the grievant and/or their representative within fifteen (15) calendar days of receipt of the grievance form and render a written decision regarding the grievance within fifteen (15) calendar days of the meeting. This decision is final unless the Union invokes arbitration.

STEP 4. A grievance not satisfactorily resolved at Step 3 may be referred to arbitration in accordance with the procedures specified in the Arbitration Article in this Agreement.

#### SECTION 7. UNION/EMPLOYER GRIEVANCE PROCEDURE.

Should a dispute arise between the Employer and the Union over the interpretation, application, or violation of this collective bargaining agreement, the complaining party will submit a grievance in writing to the first O-6 Commander (or designee) in the Labor Relations Officer's chain of command, and to the receiving party of the complaint within fifteen (15) calendar days. The Parties will meet within five calendar days after receipt of the grievance to discuss the issue(s). The first O-6 Commander (or designee) shall give a written answer within fifteen (15) calendar days after the initial meeting. If the grievance is not settled by this method, either party may refer the matter to arbitration procedures as provided by the arbitration article of this agreement.

#### SECTION 8. CLARIFICATION OF PROCEDURES.

- a. The time limits of the negotiated grievance procedure will be requested in writing and may be extended by mutual consent of the Parties.
- b. If the grievance is not within the supervisor's or designee's authority to resolve, arrangements will be made to refer it to the management official who has authority to adjudicate the grievance.
- c. Employee grievances concerning formal disciplinary or adverse actions grievable under this article will begin at Step 3 of the formal negotiated grievance procedures.

#### SECTION 9. RECORDS AND DOCUMENTATION.

The Employer, upon request, will furnish the grievant(s) with pertinent records regarding a grievance under this article, subject to limitations of the Privacy Act (PA) and/or Health Insurance Portability and Accountability Act (HIPAA). Information that cannot be shared with the Union or grievant so that a proper defense may be prepared cannot be used to support any action against an employee.

## ARTICLE 10 - ARBITRATION

### SECTION 1. RIGHT TO ARBITRATION.

If the decision in Formal Grievance Step 3 on a grievance processed under the Negotiated Grievance Procedure is not acceptable, the Employer or Union may refer the issue to arbitration. The Union reserves the right to determine the validity of Unit employee's grievance cases based on its merits.

### SECTION 2. NOTICE TO ARBITRATE.

The notice, referring an issue to binding arbitration, must be in writing, signed by the Union president, or acting president on behalf of the Union, or the 2nd Mission Support Group Commander, or designee for the Employer, and submitted within thirty (30) calendar days following receipt of the decision by the aggrieved Party. A copy of the notice referring an issue to arbitration shall be forwarded at the same time to the other party. The grievant may withdraw the grievance at any time.

### SECTION 3. SELECTING THE ARBITRATOR.

The parties will meet to select an arbitrator within fifteen (15) calendar days from receipt of the list of arbitrators from the FMCS. The Parties may mutually agree to either Party's suggestion of a requested arbitrator. If an agreement cannot be reached on an arbitrator, the Union and the Employer will each strike one (1) arbitrator's name from the list of seven (7), and repeat the procedure until only one name remains. The invoking party will strike the first name. If either party elects, in writing, not to participate in the selection of an arbitrator, the other party will be empowered to make a direct selection.

### SECTION 4. ARBITRATION SCHEDULING.

Within fifteen (15) calendar days of notification of arbitrator's availability, representatives of the Union and Employer shall jointly arrange for the hearing on a mutually acceptable date. The parties shall make every effort to schedule arbitration hearings within thirty (30) calendar days. The grievant, appropriate Union representatives and necessary witnesses will be excused from their work section to the extent necessary to participate in the official proceedings. Employee participants on shifts other than the regular day shift will be temporarily placed on the regular day shift for the day(s) of the hearing on which they are involved. Questions raised as to whether a witness is necessary will be resolved by the arbitrator.

### SECTION 5. FEES AND EXPENSES.

The arbitrator's fees and expenses shall be borne equally by the Union and the Employer. If either party withdraws the case from arbitration after a fee has been incurred from the arbitrator, the withdrawing party will pay the fee in full. If the withdrawal occurs due to a settlement, the parties will split the fee.

### SECTION 6. ARBITRATOR'S AUTHORITY.

The arbitrator's decision(s) shall be final and binding, and the remedy shall be carried out in its entirety, unless exceptions are filed. The arbitrator shall have no power to add or subtract from, disregard, or modify any of the terms of this Agreement. However, the arbitrator shall have the authority to resolve any questions concerning arbitrability and grievability.



SECTION 7. EXCEPTIONS.

Within thirty (30) calendar days after receipt of the arbitrator's decision, the parties to the arbitration will notify one another in writing whether or not they are filing for an exception to the Federal Labor Relations Authority (FLRA) in accordance with their procedures. Such exception must be filed in accordance with FLRA's procedures. If no exception is filed, the arbitrator's decision and remedy shall be carried out immediately

## ARTICLE 11 - UNFAIR LABOR PRACTICE (ULP)

SECTION 1. The Employer and the Union agree that before either Party files a formal ULP charge against the other with the Federal Labor Relations Authority (FLRA), the following procedure may be used in an attempt to informally settle the alleged charge.

STEP 1. If the Union is the charging Party, a copy of the informal ULP charge will be provided in writing to the appropriate Group or Tenant Commander and to the Civilian Personnel Office. If the informal ULP charge applies to more than one group and/or tenant, the informal ULP charge will be provided in writing, to allow understanding of the alleged violation, to the appropriate Mission Support Group Commander (or equivalent) and the Civilian Personnel Office. In the event the Employer is the charging Party, the informal ULP charge will be provided in writing to the President of the NFFE local 1953.

STEP 2. Two (2) Employer representatives and two (2) Union representatives will meet within fourteen (14) calendar days after receipt of the informal ULP charge. They will have up to fourteen (14) calendar days from receipt of the informal ULP charge to attempt resolution. An additional ten (10) calendar days will be allowed, if either Party requires it, with notification to the other Party and or if there is a holiday within the time frame or some type of base closure.

STEP 3. If resolution has not been reached through the informal process, the charging Party may choose to file formal charges with the FLRA.

SECTION 2. Nothing in this agreement is intended to preclude either Party from using the procedures established by the FLRA to resolve alleged unfair labor practice charges. However, it is the intention of the Parties to use this informal procedure as an alternate dispute resolution method to resolve disputes.

## ARTICLE 12 - VOLUNTARY DUES WITHHOLDING

### SECTION 1. EMPLOYEE ELIGIBILITY.

The Employer and the Union agree that all unit employees are eligible for voluntary dues withholding.

### SECTION 2. ALLOTMENT AUTHORIZATION.

2.1. Each unit employee may voluntarily authorize the withholding of Union dues from the pay by submitting SF 1187, "Request for Dues Authorization" form. The form will contain the original signature of the employee and the certification of an appropriate Union Official.

2.2. The Union will supply the 1187 and the appropriate Union official will enter the current amount of regular dues to be deducted from each bi-weekly pay of the eligible employee.

2.3. Completed forms which are received in Defense Finance and Accounting Service (DFAS) will be timely processed provided the employee's pay is of sufficient amount to cover the allotment after all other necessary deductions have been made. Withholding will continue until terminated under the conditions set forth in this section.

### SECTION 3. AMOUNTS WITHHELD.

3.1. The DFAS will withhold the dues amount specified by the Union from the bi-weekly pay from each bargaining unit employee requesting dues withholding.

3.2. The Union will submit in writing to the Employer, any change in the amount of dues to be withheld. Dues increase are limited to one change per calendar year. The change will be processed expeditiously.

3.3. Whenever an employee is reinstated and receives back pay and allowances and was on voluntary dues withholding prior to loss of pay, no back dues shall be computed or withdrawn. Withholding will continue until terminated under the conditions set forth in this article.

### SECTION 4. PROCEDURES FOR TERMINATING ALLOTMENTS.

4.1. An employee wishing to terminate his Union Dues Allotment must fill out an SF 1188, "Cancellation of Payroll Deductions for Labor Organization Dues." Employee will request the SF 1188 from the Union Office.

4.2. An employee may revoke the allotment at any time after the first anniversary date on which the allotment was established. The Employer will notify the Union upon receipt of an SF 1188 prior to processing.

4.3. An allotment will be terminated upon receipt of notice from the Union that the unit employee is no longer a member in good standing. The action will be processed expeditiously.

4.4. DFAS will prepare a listing of unit employees from whom deductions were made and the amount. A copy of the dues deductions listing will be forwarded to the Union.

## ARTICLE 13 - SUPERVISOR'S RECORD OF EMPLOYEE

SECTION 1. The Supervisor's Employee Work Folder (971 folder) will be maintained in accordance with applicable regulations and used to record events in the employee's work history. The Supervisor's Employee Work Folder may include, but is not limited to: Position Description (e.g., AF Form 1003), Performance Plan, automated AF Form 971, career brief, training records, notes of SF-50's (Notices of Personnel Action), awards, leave records, counseling notes or memos, or records of disciplinary comments/actions. The employee will have the right to review the Supervisor's Employee Work Folder for the employee upon request and upon reasonable notice. Employees may make copies of the contents of the Supervisor's Employee Work Folder within seven (7) calendar days from the request, unless there are extenuating circumstances (i.e. extended leave, TDY, etc).

NOTE: Notice can be verbal or written and "reasonable notice" refers to a reasonable amount of advance notice (time) to review the record.

SECTION 2. The Supervisor's Employee Work Folder will be safeguarded and stored in a manner that limits access to such records to supervisors or other agency officials as appropriate to the circumstances.

SECTION 3. The supervisor will inform the employee when an entry is placed in the Supervisor's Employee Work Folder. The supervisor and employee will initial/date the entry.

## ARTICLE 14 - POSITION DESCRIPTIONS

### SECTION 1. GENERAL.

1.1. A position description or “PD” (such as AF Form 1003) indicates the work to be performed by the position. It shall reflect those duties and responsibilities that are pay plan, title, series, grade controlling and all other duties that are important enough to include as part of the work requirements. The purpose of a PD is to accurately document the major duties and responsibilities of a position, not to list every task that an employee may be assigned.

1.2. The phrase “other duties as assigned” or “other related duties” as used in position descriptions, means duties related to the basic job. These phrases will not be interpreted as reducing the authority of the supervisor to require employees to perform unrelated duties.

1.3. Employees are encouraged to discuss with their supervisors any discrepancies between their position description and their actual duties assigned. The Employer is responsible for making any necessary adjustments, when appropriate. The supervisor will advise the employee(s) of amendments/revisions to their official position descriptions and discuss changes with the employee(s). The supervisor will verify the employee has a copy of their PD within 15 calendar days from the date assignment to the unit.

### SECTION 2. POSITION REVIEW.

2.1. The Employer has the responsibility of assuring the major duties and responsibilities assigned to an employee, and thus constitute the employee’s job, are properly set forth and described in the employee’s official position description. A bargaining unit employee who believes his/her position description is inaccurate should first meet with the supervisor for the purpose of reviewing the position description.

2.1.1. If, as a result of this meeting, it is determined the position description requires change, an amendment or new position description shall be prepared and forwarded to the Civilian Personnel Office. The Civilian Personnel Office will review the updated position description and follow established procedures to determine any classification impact.

2.2. Should an employee be dissatisfied with the classification of an accurate and current description of his/her duties (position description), the supervisor will, if desired by the employee, arrange a meeting with appropriate representatives of the Civilian Personnel Office for the purpose of reviewing applicable classification standards. If there is still disagreement, the employee has the right to file a classification appeal. The appeal process includes the right to representation.

### SECTION 3. CHANGES.

3.1. The Employer will inform the Union in writing as soon as possible when significant changes (such as reorganization, reductions in force (RIF), or changes in work assignments) will be made in the duties and responsibilities of positions held by bargaining unit employees.

3.2. The Employer will notify the Union of position classification changes to bargaining unit position(s).

## ARTICLE 15 - PERFORMANCE MANAGEMENT PROGRAM

### SECTION 1. GENERAL.

1.1. The Union and the Employer recognize and endorse the concept that performance management is a continuous, systematic process by which managers and supervisors integrate the planning, directing, and executing of organizational work with the civilian personnel performance appraisal, pay, awards, promotion, employee development and other programs. Supervisors organize work, make specific assignments, assign duties and tasks, and establish standards to follow when accomplishing the work.

1.2. The main emphasis of this program is day-to-day interaction among employees and supervisors which includes the implementation of modern and flexible work practices. Performance discussions are a standard part of the performance management program and are encouraged throughout the appraisal cycle. Formal performance meetings will normally be held between the rating official and the employee. If more than one agency official participates in a formal performance meeting with an employee, the employee will first be informed of the meeting and be given an opportunity to have a union representative present in sufficient time to arrange for a representative to attend if they so choose. Discussions may consist of verbal feedback sessions, regular one-on-one meetings, impromptu feedback/recognition and formal meetings.

### SECTION 2. TRAINING.

New supervisors and employees are responsible for completing available training on the performance management program within 60 days of assignment.

### SECTION 3. SUPERVISOR AND EMPLOYEE RESPONSIBILITIES.

3.1. Supervisors and employees will work to establish a clear and common understanding to reach organizational goals in the development or revising of performance plans and performance expectations concerning the employee's duties and responsibilities. The supervisor will encourage employee participation, dialogue, and feedback.

3.1.1. Supervisors will initiate a dialogue with the employee to discuss the employee's duties and responsibilities, and performance expectations in relation to the mission and organizational objectives. This does not preclude Employees from initiating a discussion with supervisors regarding their duties, responsibilities, and performance expectations. Employees should carefully review performance expectations provided by the supervisor and ask questions to seek clarification.

3.2. Supervisors develop performance plans with employee input, based on duties and responsibilities, which are linked to organizational mission and goals. Although the supervisor is responsible for considering the employee's input, the supervisor is ultimately responsible to develop and approve the performance elements and standards.

3.3. Supervisors will provide work requirements and performance expectations to their employees within 30 calendar days of: (1) assignment, (2) new supervisor, or (3) the commencement of a new appraisal period.

3.4. Supervisors must have at least one documented progress review. This required progress review should be completed at the midpoint of the appraisal cycle. Supervisors shall contact the Civilian Personnel Office for guidance concerning new employees who were hired/new to the work center within the current appraisal cycle for exceptions/instructions.

3.5. Supervisors must solicit employee input for the performance plans, progress reviews and annual appraisals. Employees will be given at least three (3) days during their regularly scheduled duty hours to provide input from the supervisor's petition.

#### SECTION 4. UNACCEPTABLE PERFORMANCE.

4.1. The Supervisor will counsel the employee and document when the employee's performance declines to less than a Fully Successful level. Supervisors must address performance deficiencies with employees in accordance with applicable laws and agency regulations prior to proceeding to the formal process for addressing unacceptable performance.

4.2. When an employee's performance declines to less than Fully Successful in one or more performance elements, level, the employee will be notified in writing of unsatisfactory performance, what action must be taken to improve performance to a satisfactory level, what assistance will be provided by the Employer to assist the employee to improve performance. The employee will be given a reasonable amount of time, not less than forty-five (45) days, to improve. During this time, the supervisor will meet with the employee at least once a week to discuss the employee's performance. At the end of the notice period, the employee will be reevaluated. If the performance has not improved to Fully Successful and corrective action is necessary, the Employer will give the employee a written notice of the proposed corrective action. Such action will be given to the employee at least thirty (30) days in advance of effecting the proposed action. Employees will be provided seven (7) calendar days in which to respond to the proposed action orally and/or in writing.

#### SECTION 5. DOCUMENTATION.

5.1. Documentation for all Performance plans, progress reviews and annual appraisals are completed in the myPerformance Tool or its successors.

5.2. If the employee chooses not to provide input within three (3) days during their regularly scheduled duty hours the supervisor will annotate an entry in the Supervisor's Employee Work Folder (971 Folder) that the opportunity was afforded. The supervisor will annotate the Supervisor's Employee Work Folder with a statement similar to the following: "The employee was given the opportunity to provide input/comments/feedback previously on [date, i.e., 4 Apr] and discussed on [date, i.e., 12 Apr]. Supervisor and employee reviewed/signed performance plan outlining expectations on [date, i.e., 25 Apr]." Both supervisor and employee initial/date the entry.

5.3. Employees' signed acknowledgment of the performance plan, progress review or annual appraisal does not indicate agreement or disagreement.

5.4. Employees may obtain a copy of documented performance through the myPerformance Tool. If unavailable, employee may request a copy from the supervisor.

## ARTICLE 16 - PROMOTIONS, DETAILS AND ASSIGNMENT OF EMPLOYEES

### SECTION 1. MERIT PROMOTION PLAN.

The Merit Promotion Plan provides a uniform and equitable means of referral and selection for promotion opportunities according to merit principles. A sound merit promotion program is essential to the staffing of an effective and highly motivated civilian work force. The Employer will assign work related to an employee's position and qualifications. The Employer further agrees not to make work assignments based on non-merit factors, i.e., favoritism, nepotism, personal friendship, political considerations, etc. However, should a problem arise with a work assignment affecting employees of the unit, the Union may bring the matter to the attention of appropriate officials of the Employer. The Employer agrees to discuss appropriate arrangements and consider the recommendation of the Union.

### SECTION 2. PROMOTIONS.

A promotion is the change of an Employee while continuously employed to a higher graded position, when both the old and the new positions are under the General Schedule, or they are under the same type graded Wage Schedule, or to a position with a higher rate of pay when both the old and new positions are under different pay method categories. The Employer will give consideration to bargaining unit employees when filling permanent vacant positions. All employees considered for a vacancy will be notified of selection or non-selection. If requested, a non-selected employee will be informed of the reason for the non-selection.

### SECTION 3. TEMPORARY PROMOTIONS AND DETAILS.

3.1. "Temporary promotion" is defined as a temporary assignment to a higher-graded position with a change in pay; employee must meet qualifications and time-in-grade restrictions, including positive education, license, or certification requirements. The Employer agrees that when it is necessary to assign a bargaining unit employee to perform the duties and responsibilities of a higher-graded position, the employee selected must be qualified for and temporarily promoted to such higher-graded position in accordance with applicable rules and regulations.

3.2. "Detail" is defined as a temporary assignment to another position (same or higher graded position) or set of duties without change in pay; employee does not need to meet qualifications or time-in-grade restrictions, except for positive education, license, or certification requirements. When there are no qualified employees in the work center where a vacancy exists, a detail may be considered. Details of 30 days or less are documented on the Air Force Form 971, Supervisors Employee Brief. Details of more than 30 days will be recorded on a SF-52, Request for Personnel Action and maintained in the electronic official personnel folder.

3.3. Selection for details to the same or higher grade will be made from volunteers, if available, or by inverse seniority within the immediate organizational unit by classification and grade. Selection will be made in seniority order when there are more volunteers than needed. Once an Employee is detailed by inverse seniority order, he or she will be exempt from further details during the leave year, unless all in the work center are detailed out or all have been detailed out individually. When two or more Employees are detailed to the same organizational unit, termination of the detail will be by volunteers and seniority.

3.4. Temporary promotions or details will not be made to evade or compromise the principle of recruitment through open competitive principles of the merit system or the principles of job evaluation. The Employer assumes the responsibility for keeping details within the shortest practical time limits



and for continuing efforts to secure necessary services through the use of appropriate personnel actions. Details to higher grades will not exceed 120 calendar days in a 12-month period, unless made under competitive procedures. Details to the same grade can be made in increments of 120 calendar days and can be extended in increments of 120 calendar days up to one year.

3.5. Employees detailed to a position which is established at a higher grade in excess of thirty (30) days will be temporarily promoted, if they meet all applicable eligibility criteria.

3.6. At the end of a temporary promotion or detail, the employee will be returned to his/her permanent position of record.

#### SECTION 4. INTERVIEWS.

The Parties encourage the use of interviews for competitive procedures as a valuable tool to determine the best candidate when filling a vacancy. If the selecting official chooses to interview, he/she may interview one or more of the candidates on the certificate. It is recommended that the top candidates be interviewed. It is not required that candidates be interviewed, but for those who are, the same interview questions will be used.

## ARTICLE 17 – TELEWORK

SECTION 1. Telework will be administered in accordance with law, government-wide regulations, and DOD policy.

SECTION 2. Telework provides employees with the opportunity to perform their work at locations other than the traditional office settings, and may include home-based telecommuting, community-based telecenters, and mobile/virtual offices. This does not preclude the Employer from assigning work in accordance with the statute.

SECTION 3. Participation in a telework arrangement is not an employee right; however, whenever appropriate, the Employer may consider establishing telework arrangements. Telework benefits both the Employer and employees by providing an alternate work site, improving productivity, recruiting, and retaining personnel, and improving the quality of life for participants.

SECTION 4. Union officials are not precluded from participation in telework. With the understanding that this will occur on an occasional non-routine basis (i.e., pandemic occurrences or weather closures).

## **ARTICLE 18 - CONTRACTING OUT**

It will be the policy of the Employer to communicate openly and fully with the Union regarding determination to initiate a study to contract out work which is presently performed by members of the bargaining unit. This will include providing to the union requested material, as appropriate, concerning a contracting out study and/or a decision to solicit bids for contract. Milestone charts related to review or feasibility studies for contracting out of work will be provided to the Union. Upon request, the Employer will meet and discuss with the Union as actions are taken IAW such charts. All contracting out decisions will be IAW laws, rules, regulations, and executive orders. Upon request, the Union will have representatives participate in the contracting out study.

## **ARTICLE 19 - TOBACCO USE**

The Union and Employer agree that refraining from tobacco use promotes the wellness of Employees. Base-wide tobacco use will be in accordance with applicable laws, rules, and regulations.

## **ARTICLE 20 - LOCALITY WAGE SURVEYS**

SECTION 1. It is agreed and understood that provisions and regulations issued-in the Federal Personnel Manual regarding the Federal Wage System, plus all Amendments thereto shall be adhered to by the parties to this Agreement.

SECTION 2. The Employer shall notify the Union promptly when advised by higher authority, normally the lead agency, regarding the starting date of an official Wage Survey for the area.

SECTION 3. It is understood that employees in the unit, who serve on a Local Wage Survey Committee or as Data Collectors, will be on official duty.

SECTION 4. Should the Local Wage Survey Committee conduct a hearing prior to the Full-Scale survey for employees to present recommendations, the Employer will notify the Union of the Hearing Date.

## ARTICLE 21 - DISCIPLINARY AND ADVERSE ACTIONS

### SECTION 1. GENERAL.

#### 1.1. MISCELLANEOUS.

1.1.1. This article applies to bargaining unit employees who have completed their probationary or trial period except to the extent prohibited by law.

1.1.2. If requested by the employee, the supervisor will grant the employee a reasonable amount of duty time to prepare and present the employee's response(s) to a proposed disciplinary or adverse action.

1.1.3. Where disciplinary or adverse action is warranted, the Employer will administer disciplinary and/or adverse action necessary.

1.1.4. The concept of constructive discipline will guide managers in making decisions regarding discipline. Constructive discipline is preventive in nature and is designed to develop, correct and rehabilitate employees; to encourage employees to accept responsibility for their behavior/conduct; and to prevent situations where no alternative to taking discipline exists. As part of the constructive disciplinary process, supervisors and managers may apply increasingly more severe penalties as the employee continues to breach the employee-employer relationship, also known as "progressive discipline." Nothing in this section prevents the Employer from taking adverse action for a first offense when warranted.

1.1.5. No bargaining unit employee will be the subject of disciplinary or adverse actions except for just and sufficient cause (determined by the Employer) that will promote the efficiency of the service.

1.1.6. Inquiries, fact-gathering, and the implementation of informal or formal disciplinary or adverse actions will involve the minimum number of people necessary and be conducted privately and in such a manner as to minimize embarrassment to the employee.

1.1.7. The Parties recognize that last chance agreements are a useful tool to afford an employee an option between rehabilitation and removal.

#### 1.2. PROCEDURES.

1.2.1. If the employee elects to make an oral reply, a copy of any official record of the oral reply will be provided to the employee upon request.

1.2.2. The employee will receive a written decision explaining which reasons and specifications are sustained and will address factual disputes, if any, raised in the employee's reply by stating the reasons why each factual dispute was rejected.

1.2.3. The written decision will contain information about an employee's right to file a grievance under the negotiated grievance procedure.

1.2.4. The Employer must be able to prove the specific charges or reasons which form the basis for the action by a preponderance of the evidence.

1.2.5. Extensions of time frames will be afforded any Party. Extensions may be granted upon the employee's request in writing. A written request for extensions may be submitted by the Union on behalf of the employee.

1.2.6. The employee or that employee's representative in a disciplinary or adverse action has the right to review and receive a copy, upon request, of documents relied on by the Employer to support the disciplinary or adverse action.

SECTION 2. WEINGARTEN RIGHTS (REF: 5 U.S.C. SEC. 7114 (a)(2)(B)).

2.1. The Union shall be given the opportunity to be represented at any examination of an employee in the unit by a representative of the agency in connection with an investigation if:

2.1.1. The employee reasonably believes that the examination may result in disciplinary action against the employee; and

2.1.2. The employee requests representation.

2.2. If such an examination, which may result in disciplinary action against the employee, is to occur and the employee requests representation, the supervisor or other management official will honor the request.

SECTION 3. DOUGLAS FACTORS.

3.1. In deciding what action may be appropriate, the Employer will give due consideration to the relevance of any mitigating and/or aggravating circumstances.

3.2. The Douglas Factors (Douglas v. Veterans Administration), included herein for purposes of illustration, are neither meant to be exhaustive nor intended to be applied mechanically, but rather to outline the tolerable limits of reasonableness.

3.2.1. The nature and seriousness of the offense, and its relation to the employee's duties, position, and responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain, or was frequently repeated.

3.2.2. The employee's job level and type of employment, including supervisor or fiduciary role, contacts with the public, and prominence of the position.

3.2.3. The employee's past disciplinary record.

3.2.4. The employee's past work record; including length of service, performance on the job, ability to get along with fellow workers, and dependability.

3.2.5. The effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon the Employer's confidence in the employee's ability to perform assigned duties.

3.2.6. Consistency of the penalty with those imposed upon other employees for the same or similar offenses.

3.2.7. Consistency of the penalty with any applicable agency table of penalties.

3.2.8. The notoriety of the offense or its impact upon the reputation of the agency.

3.2.9. The clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question.

3.2.10. Potential for the employee's rehabilitation.

3.2.11. Mitigating circumstances surrounding the offense such as job tensions, personality problems, mental impairment, harassment, or bad faith, malice, or provocation on the part of others involved in the matter; and

3.2.12. The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

#### SECTION 4. DISCIPLINARY ACTION.

4.1. A disciplinary action (taken by the Employer to correct an employee's delinquency or misconduct) is defined as an oral admonishment, written reprimand, or a suspension of 14 calendar days or less. No bargaining unit employee will be the subject of disciplinary action except for just and sufficient cause, (determined by the Employer) as will promote the efficiency of the service. Discipline will be administered as timely as possible.

4.2. When disciplinary action is not necessary to correct minor conduct/behavior problems, the Employer will generally use one of the following options, annotating the action in the Supervisor's Employee Work Folder (also known as the 971):

4.2.1. **Positive Contact.** The supervisor reviews rules, regulations, policies, and standards of conduct with the employee to convey the supervisor's expectations.

4.2.2. **Coaching Sessions.** The supervisor holds a low-key, structured discussion with the employee to review problems with the goal of helping the employee acknowledge the problem and agree to correct the deficiency.

4.3. **Oral Admonishments.** Oral Admonishments will be administered in accordance with the applicable regulations. The oral admonishment will be removed from the record after one year.

4.4. **Reprimands.** Reprimands will be administered in accordance with the applicable regulations. The supervisor will issue a written Notice of Decision to Reprimand identifying the specific reasons for the action. The employee may grieve the decision in accordance with the negotiated grievance procedures. The employee may request a meeting to discuss a possible deletion of the letter. It is the supervisor's decision to consider deletion of the letter of reprimand from the Supervisor's Employee Work Folder prior to the expiration date if the situation warrants. Letters of reprimand will be removed from the employee's record after 2 years.

4.5. **Suspensions.** When the Employer proposes to suspend an employee for 14 calendar days or less, the following procedures will apply:

4.5.1. The Employer will provide the employee with a written notice of proposal to suspend stating the specific reasons for the proposed suspension.

4.5.2. The employee has the right to make an oral and/or written reply within seven (7) calendar days after the employee's receipt of the notice of proposal to suspend. Extensions may be granted upon the employee's request in writing.

4.5.3. In cases where a suspension is proposed for reasons of off-duty misconduct, the Employer'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 5. ADVERSE ACTIONS.

5.1. An adverse action, for purposes of this article, is defined as a removal; a suspension for more than 14 calendar days; a reduction in grade; a reduction in pay; and a furlough of 30 calendar days or less of a full-time employee. This article does not apply to a reduction in grade or a removal based on unacceptable performance as defined in 5 U.S.C. Sec. 4303.

5.2. The employee has the right, but is not obligated, to make an oral and/or written reply within 7 calendar days after the employee's receipt of the letter of a proposed action.

5.3. In cases where an adverse action is proposed for reasons of off-duty misconduct, the Employer'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.

5.4. If the Employer's final decision is to affect an adverse action as described in this article, the employee may appeal the decision to the Merit System Protection Board (MSPB) in accordance with applicable law, or file a grievance under the negotiated grievance procedure, but not both.

## **ARTICLE 22 - WORK-RELATED INJURIES/ILLNESSES**

It is agreed that employees should promptly report to their supervisor any work-related injuries or occupational disease while in the performance of duty as soon as possible. The supervisor and employee must submit the appropriate forms to report the injury or illness to the Department of Labor to make a record of the case and to enable the employee to claim any benefits to which he/she may be entitled. It is recognized that the Office of Workers' Compensation, U.S. Department of Labor, determines the validity of claims.

## ARTICLE 23 - LIMITED DUTY ACCOMMODATIONS

SECTION 1. An employee who is temporarily incapable of fully performing the essential functions of his/her position may request a temporary period of limited/light/restricted duty by submitting medical certification defining the nature and anticipated duration of the limited/light/restricted duty. The employee's medical certificate must indicate that the employee is fit to work, but is temporarily unable to fully perform all the duties and responsibilities of his/her official position (e.g., because of clearly documented medical limitations, the employee is only capable of performing some of his/her official duties and/or for only a portion of the full work day/work week). The Employer agrees, in accordance with applicable regulations, workload, and staffing limitations, to make every reasonable effort to place the employee in his/her own modified or other suitable position. Telework may be a suitable option to consider for temporary, limited-duty accommodation and may be considered on a case-by-case basis.

SECTION 2. When appropriate medical documentation indicates a temporary condition as set forth above with an extended inability to perform (not expected to be corrected within 30 calendar days of limited duty assignment), the employee may request an extension of light/limited/restricted duty, sick leave, FMLA or extended LWOP.

SECTION 3. When medical evidence indicates a permanent or long-term (12 months or more, or indefinite) disability, the employee may file for disability retirement, request reassignment, retire, or resign, etc., looking toward effecting a long-term or permanent official action in his/her case.

## ARTICLE 24 - LEAVE

All leave categories except for the specific provisions listed in Section 1 and Section 2 below will be in accordance with Agency regulations and applicable laws. The minimum charge to leave is fifteen (15) minutes.

### SECTION 1. ANNUAL LEAVE.

Annual leave is earned in accordance with appropriate directives. The following principles shall be followed in scheduling and taking annual leave:

1.1. Employees will submit a projected leave schedule for the calendar year to their supervisors, prior to the end of January. Supervisors or their designees, will prepare a tentative leave schedule and notify employees of approval/disapproval not later than the end of February of each year. When conflicts in leave schedules occur and conflict cannot be resolved by mutual agreement, the employee with the longest service as determined by Leave SCD will be entitled to the requested leave.

1.2. Determination as to the amount of annual leave granted at any specific time is made by supervisors, considering such factors as workload, staffing and training requirements and the employee's needs and desires.

1.3. To the extent permitted by work conditions, each employee may be allowed to schedule two (2) consecutive weeks of annual leave each calendar year. If an employee's leave request is denied, the supervisor will document the reasons in writing. Periods of annual leave that exceed two (2) consecutive weeks may be requested by the employee and is subject to supervisor's approval and mission requirements.

1.3.1. Unprojected leave requests for two or more consecutive weeks should be submitted at least 30 days in advance, unless there are extenuating circumstances.

1.4. Supervisors reserve the right to cancel previously scheduled or disapprove leave subject to essential mission requirements or when work load necessitates such actions. Employees should be notified in writing, the reason for leave cancellation. Employees will be given the opportunity to reschedule cancelled leave. The supervisor may request evidence of any claimed non-reimbursable expenditures in order to give weight to the employee's request. Leave cannot be arbitrarily cancelled and supervisors will consider hardships this may cause employees before deciding to cancel an employee's leave and all other options have been exhausted.

1.5. Employees are responsible for ensuring use or lose leave is scheduled. Leave schedules must provide for all employees to take all leave which would otherwise be forfeited at the end of the leave year. Employees are expected to use their annual leave as scheduled; however, if this is not possible (because of work related reasons or personal reasons), the supervisor and employee will reschedule use or lose leave to avoid forfeiture.

1.6. Leave requests will be requested, approved, or disapproved on OPM Form 71, Request for Leave and any other agency required forms for leave purposes.

1.7. Employees requesting unscheduled annual leave will notify their supervisors or designated officials prior to the start of the scheduled duty day. Employees are responsible for keeping unscheduled leave requests to a minimum.

1.8. During emergency situations, requests for unscheduled annual leave should not exceed two hours after the beginning of the duty time. Requests for unscheduled leave for emergencies should be granted unless precluded by work circumstances and would impact the unit's mission.

## SECTION 2. ADVANCED ANNUAL LEAVE.

An employee may be advanced annual leave by the supervisor or designated leave approving official in accordance with applicable rules and regulations.

## SECTION 3. SICK LEAVE.

Sick leave is earned in accordance with appropriate directives. The following principles shall be followed in scheduling and taking sick leave:

3.1. Employees may request sick leave from their supervisor or designated official for medical, dental, or optical appointments and when incapacitated for duty due to sickness, injury, and pregnancy. Under certain circumstances, employees may request to use sick leave to provide care for family members in accordance with governing laws and applicable regulations.

3.2. Sick leave that is requested to attend a scheduled medical, dental, or optical examination will be made at least three (3) days in advance of the appointment date, when possible.

3.3. Supervisors will respond to all sick leave requests at least (1) day prior to the scheduled appointment, unless the employee's request is made and approved the same day.

3.4. For unanticipated sick leave due to illness or emergency, the employee must contact the proper leave approving official as soon as possible or within two hours after the beginning of the employee's normal tour of duty. Under rare circumstances, a responsible person may act for the employee in the event the employee is incapacitated.

3.5. Employees will furnish an acceptable medical certificate if the employee is absent for more than three (3) consecutive calendar days. Employees must provide medical documentation to the supervisor within 15 calendar days upon return to duty. If the employee is unable to provide evidence within 15 days, despite the employee's diligent, good faith efforts, he or she must provide it within a reasonable period of time, but no later than 30 calendar days.

3.6. In cases of approved sick leave for prolonged absence, a medical certification from the attending physician must be submitted at intervals of one (1) month, unless the initial certificate specifies the length of time the employee will be incapacitated. Supervisors may request employees provide medical documentation as needed.

3.7. Leave requests will be requested, approved, or disapproved on OPM Form 71, Request for Leave and any other agency required forms for leave purposes.

3.8. When the supervisor has reason suspicion that an employee is abusing sick leave the employee will be counseled in an attempt to resolve the problem or improve the employee's sick leave usage. The counseling will address the frequent use or unusual patterns or circumstances not verified by acceptable medical certificates, and that the abuse may be subject to disciplinary action.

3.9. A Letter of Requirement will be issued when there is reasonable suspicion an employee is abusing sick leave. The employee may be required to furnish medical documentation that must be

administratively acceptable to the Employer. The Letter of Requirement will be reviewed at least every six (6) months. If the situation improves, the requirement may be removed at any time. If the employee continues to abuse sick leave the requirement will be extended.

3.10. The definition of administratively acceptable medical documentation is a medical certificate which contains as a minimum: the name of the facility and/or provider, address, and telephone number of the provider, and is signed by a registered practicing physician or licensed practitioner. The signed medical certificate must state that the employee was incapacitated for duty, the dates of incapacitation, estimated date of full or partial recovery and return to duty, and any work limitations/restrictions and expected duration.

#### SECTION 4. ADVANCED SICK LEAVE.

An employee may be advanced sick leave by the supervisor or designated leave approving official for their self or a family member in accordance with applicable rules and regulations.

#### SECTION 5. FAMILY MEDICAL LEAVE ACT (FMLA).

The Family and Medical Leave Act (FMLA) of 1993, gave the majority of Federal Employees an entitlement to a total of twelve (12) weeks (480 hours) of unpaid leave during any 12-month period for the following purposes.

- The birth of a son or daughter of the employee and the care of such son or daughter,
- The placement of a son or daughter with the employee for adoption or foster care,
- The care of spouse, son, daughter, or parent of the employee who has a serious health condition;
- A serious health condition of the employee that makes the employee unable to perform the essential functions of his or her positions; or,
- Any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.

5.1. ELIGIBILITY. To be eligible for FMLA, employees must have completed 12 months (does not necessarily need to be consecutive) of federal civilian service and have worked at least 1,250 hours within the last year. Intermittent Employees or Employees appointed under temporary appointments with a time limitation of one (1) year or less are not entitled to FMLA.

5.2. ENTITLEMENTS. The Employee should invoke their entitlement to FMLA no less than thirty (30) days from the date circumstances require the leave to begin, or as soon as the Employee is aware of the need to invoke FMLA. Employees must invoke their entitlement to FMLA in writing using the Department of Labor WH-380 and the Certification of Health Care Provider (Found on the OPM website). The employee's approval of FMLA is subject to proper notification and medical documentation requirements.

5.2.1. Under certain conditions, an employee may use the 12 weeks of FMLA leave intermittently.

5.2.2. An employee may elect to substitute annual leave and/or sick leave, consistent with current laws and OPM's regulations for using annual and sick leave, for any unpaid leave under the FMLA.

5.3. Protection of Employment and Benefits. Job benefits and protection under FMLA include the following:

5.4. An Employee who takes FMLA, as LWOP, is entitled to continue their Federal Employees Health Benefits (FEHB). An Employee may do so by paying the Employee share of the premiums on a pay period basis, or by payment in full upon their return to duty.

5.5. Upon return from FMLA leave, Employee(s) shall be restored to their original positions, or equivalent positions with the same pay, benefits, and other employment terms.

5.4. For additional entitlements and information for FMLA, employees may refer to the applicable laws, rules, and regulations. (Air Force Instruction, OPM website, Code of Federal Regulations, etc.)

#### SECTION 6. PAID PARENTAL LEAVE.

Under the Federal Employee Paid Leave Act (FEPLA), employees may be eligible for 12 weeks of paid parental leave if they meet all the criteria under the Family and Medical Leave Act (FMLA).

6.1. Paid parental leave can only be used for the birth of the Employee's child or to care for and bond with the child after birth occurs; or for the placement, adoption, or foster care of a child.

6.2. Employees that invoke paid parental leave under FMLA are subject to signing an agreement to complete a 12-week work obligation upon return to duty in accordance with governing laws, rules, and regulations.

#### SECTION 7. DEFINITION OF FAMILY MEMBER FOR SICK LEAVE.

For the purpose of sick leave, the term "family member" includes the following:

- a. Spouse and parents thereof;
- b. Sons and daughters, adopted children, and spouses thereof;
- c. Parents, and spouses thereof;
- d. Brothers and sisters, and spouses thereof;
- e. Grandparents and grandchildren, and spouses thereof;
- f. Domestic partner and parents thereof, including domestic partners of any individual in paragraphs (B) through (E) of this definition; and
- g. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

## ARTICLE 25 - LEAVE OF ABSENCE

Employees will be granted leave of absences without pay in accordance with applicable laws and regulations. Normally such leave of absence shall not exceed a period of one year.

### SECTION 1. APPOINTMENT OF EMPLOYEES AS DELEGATES TO UNION CONVENTIONS OR OTHER SUCH FUNCTION.

The Employer recognizes that Employees may be elected or appointed as delegates to Union Conventions or other such function. In this regard, the Employer will authorize annual leave or leave without pay (LWOP) subject to the mission requirements of the Employer.

### SECTION 2. LENGTH OF LEAVE OF ABSENCE.

When a Union member has been elected or appointed to a National Union position, which are two-year commitments, the Employee may be granted annual leave and/or leave without pay. Such leave must be requested and approved as far in advance as possible. The leave of absence may be extended for additional periods at the request of the Employee. It is recognized that leave without pay is a privilege and not a right, therefore, when granting extended leave without pay for this purpose, the value to the Government, NFFE and the Employee should be sufficient to offset any administrative inconveniences and cost of granting leave without pay.

### SECTION 3. RIGHTS UPON RETURN.

The Employer recognizes the obligation to provide employment for an employee returning from approved leave of absence IAW applicable laws and regulations. Employees returning to duty from approved leaves of absence will be granted such rights, privileges, and seniority to which they held before their absence, IAW applicable statutes and regulations.



## **ARTICLE 26 - REDUCED OPERATIONS**

SECTION 1. Barksdale AFB may require to reduce operations during disruptions for circumstances that pose a threat to the health and/or safety of employees. The Employer shall determine the essential personnel required to remain on or report for duty to protect the health and well-being of the base population.

SECTION 2. Employees that are designated as Mission Essential (ME) may be required to perform functions that enable an organization to provide vital services, exercise civil authority, and maintain the health and safety of the general public. Employees should be notified in writing that they are mission essential to understand their responsibilities and to ensure the continuity of the necessary operations.

SECTION 3. Non-Essential Employees that are not required to perform their duties during reduced operations, will be placed on a status without charge to leave or loss of pay. Employees will be responsible for monitoring media announcements and be expected to report for work as scheduled unless announced or notified otherwise by the employee's supervisor or designated official.

SECTION 4. Employees who are detained for essential work duty during extreme weather conditions and stranded once released will be afforded the opportunity of utilizing lodging facilities on Barksdale and appropriate dining facilities.

## ARTICLE 27 - TOURS OF DUTY AND SCHEDULING OF WORK

SECTION 1. The administrative workweek shall consist of seven consecutive days, Sunday through Saturday. A basic workweek shall be a 40-hour workweek scheduled Monday through Friday. Normally, Employees shall have a set tour of duty between 0600 hours and 1800 hours. Exceptions to the regularly scheduled basic work week will be in accordance with applicable laws and regulations.

### SECTION 2. WORK SCHEDULES.

The scheduling of work will be administered in accordance with all applicable laws, rules, and regulations. Work schedules/shifts may be directed at the Employer's discretion to meet operational needs, or at the employee's request with the Employer's approval. The schedule included in this agreement are not exhaustive of all available schedules for use at Barksdale AFB. Not every schedule is appropriate for every work center and authority for the approval/disapproval of work schedules resides with Management.

#### 2.1. ALTERNATIVE WORK SCHEDULES.

Alternative Work Schedule (AWS) programs have the potential to increase the ability of managers and supervisors to meet their program goals of accomplishing the mission while, at the same time, allowing employees to be more flexible in scheduling their personal activities. Alternative work schedules must not reduce productivity, diminish the level of service provided, or increase costs of operations at Barksdale AFB (other than an administrative cost to process the establishment of an AWS program). Below are a list of the most frequently used options for Alternative Work Schedules:

a. FLEXITOUR. An Alternative Work Schedule (AWS) in which an Employee is scheduled eight hours per day, five days per week. The start and stop times are flexible at the Employee's election up to two hours before and after starting and ending times with Supervisor's approval. Adjusting start and ending times allows Employee to vary the length of the workday and/or workweek in order to manage workloads, or for personal reasons.

b. 5/4/9 COMPRESSED SCHEDULE. An AWS in which an Employee works a combination of 8 days for 9 hours per day and one day for 8 hours during each 80 hour biweekly pay period. The starting and stopping times are not flexible.

c. 4/10 COMPRESSED SCHEDULE. An AWS in which an Employee works 4 days per week for 10 hours per day during each 80 hour biweekly pay period. The starting and stopping times are not flexible.

d. MAXIFLEX. A type of flexible work schedule that contains core hours on fewer than 10 workdays in the biweekly pay period and in which a full-time employee has a basic work requirement of 80 hours for the biweekly pay period, but in which an employee may vary the number of hours worked on a given workday or the number of hours each week within the limits established for the organization. Employees and supervisors will establish a typical arrival/departure time and any deviation of more than two hours earlier or later should be communicated to the supervisor.

2.1.1. Employees may request, and be considered for, participation in the AWS program by submitting a written request to their supervisor.

2.1.2. The supervisor will respond to the employee's request within 14 calendar days of receipt of the request.

2.1.3. The Employee and supervisor will complete the appropriate Alternative Work Schedule Form and the supervisor will forward the form to the Civilian Payroll Office for processing.

2.1.4. Unless an employee's request is received and approved, the Employer may utilize any work schedule at their discretion in accordance with OPM guidelines.

2.1.5. If the Employer determines that any organization which is participating in a program is being substantially disrupted in carrying out its functions or is incurring additional costs because of such participation, the Employer may -

- restrict the employees' choice of arrival and departure time,
- restrict the use of credit hours, or
- exclude from such program any employee or group of employees.

2.1.6. The Employer reserves the right to terminate an Alternative Work Schedule for reasons such as, the employee's diminished performance, reduction of productivity, cost efficiency, or to support operational requirements in accordance with applicable laws, rules, and regulations.

2.2. FLEXITOUR PROVISIONS. Management determines the mandatory hours (core hours) within a flexi tour schedule that an employee must be at work or in a leave status.

2.2.1. With Supervisor's approval, Employees participating in the flexitour schedule may adjust their starting and ending times up to two hours before and after the scheduled starting and ending times (core hours). All personnel who participate in a flexitour schedule must account for the total number of hours they work each day and ensure they account for 80 hours each biweekly pay period. No Employee is to work a tour exceeding their work schedule without prior approval of the supervisor for overtime or employee requested credit hours or compensation time.

2.2.2. Employees must request credit hours from their supervisor and receive approval prior to earning credit hours. An exception to the notification/approval requirement could be based on the following: Example (illustrative only): If an employee is performing a task, the employee may finish the task rather than interrupting that process in an attempt to notify the supervisor and secure approval for credit hours.

2.2.2.1. Employees may earn credit hours in increments of no less than 15 minutes.

2.2.2.2. A maximum of 24 credit hours may be carried over from pay period to pay period. Any earned credit hours in excess of 24 may not be carried forward into the next pay period and will be forfeited. Any unused credit hours, up to 24, will be paid at the basic rate of pay if an Employee either separates from the Employer or is changed to a fixed work schedule.

2.2.2.3. Employees may use earned credit hours in lieu of annual, military, or sick leave. Credit hours may NOT be used to qualify an employee for premium pay. Use of credit hours to cover periods of absence will be administered in the same manner as use of annual, military, and sick leave. Supervisory approval is required before credit hours may be used.

2.2.2.4. A credit hour balance is not a valid justification for carrying over "use or lose" annual leave. Therefore, employees should schedule annual leave usage before credit hour usage when they are in a "use or lose" situation.

## SECTION 3. CHANGES IN WORK SCHEDULES.

3.1. Changes Initiated by Management. When management decides to change an employee's tour of duty (either days of work or hours of work), the following procedure will be followed:

3.1.1. A written notice of the change will be provided to the Union and the affected employee(s) as soon as possible, normally one pay period in advance.

3.1.2. Management will consider relevant information presented if the change causes a significant hardship for the employee; and

3.1.3. These changes will not be arbitrary or capricious but will be made to accommodate mission requirements.

3.1.4. The Employer agrees to bargain the appropriate arrangements to employee's tour of duty in accordance with the law.

3.1.5. The Union does not have to be notified of temporary changes to tours of duty.

3.2. When management changes the number of employees on a required shift, management shall first consider fully-qualified volunteer employees.

3.3. Changes Initiated by Employee. An Employee may submit a request at any time for a change to days of work, hours of work, or shift assignment using the following procedure:

3.3.1. The employee will submit a written request for a change to the supervisor

3.3.2. The supervisor will review and approve/disapprove the request and maintain the request by placing the request in the Supervisor's Employee Work Folder (AF Form 971)

3.3.3. When an opening occurs, the Employer will first consider fully qualified employees who have submitted written requests for those days of work, hours of work, or shift assignment changes. If more than one employee requested a change at the same time, the primary consideration for approval shall be the employee with the earliest assignment date to the work center.

3.3.4. When changing a tour of duty, employees will normally have two (2) consecutive days off prior to beginning a different shift. Employees on a compressed AWS should normally have three (3) consecutive days off prior to beginning a different shift when changing a tour of duty.

#### SECTION 4. LUNCH PERIODS.

All employees who are scheduled to work more than four (4) hours in one work shift will have a lunch period scheduled. Exceptions to the scheduled lunch period may be approved in advance by the immediate supervisor. When an individual is scheduled for a four (4) hour work shift, no lunch period will be scheduled.

4.1. A lunch period is normally 30 minutes to a maximum of 1-hour. Lunch periods should be between the fourth and sixth hours of work during a consistent 8-hour workday, and can be extended or reduced with supervisor's approval.

4.2. When supervisors schedule more than one shift in a 24-hour period and an overlapping of shifts to permit time off for lunch is not possible or under exceptional circumstances, supervisors may authorize an on-the-job lunch period of 20 minutes or less. Employees spend their on-the-job lunch at or near their workstations. Under these conditions, the time covered by the 20-minute on-the-job period is compensable.

4.3. Employees are normally in a non-pay status during lunch periods. If the Employer interrupts the

non-paid lunch period, due to emergency situations or conditions that require immediate attention, and requires an employee to perform work-related duties, the Employer will be obligated to compensate the employee for the work performed during the non-paid lunch period in accordance with applicable law, rule, and regulation.

#### SECTION 5. REST PERIODS.

Employees will be granted rest periods not to exceed 15 minutes during each half of the work shift. These rest periods will not be taken in conjunction with lunch periods or at the beginning or end of the work shift. Restroom breaks will not be considered a “Rest Period”.

#### SECTION 6. DAY LIGHT SAVINGS TIME.

An employee working on a shift when daylight saving time goes into effect is credited with the actual number of hours worked on that shift where work is available. Employees will be afforded the opportunity to work the scheduled consecutive hours on their shift with appropriate lunch breaks. If the employee elects not to take advantage of the opportunity to work the scheduled consecutive hours on his/her shift, or work is not available, the time lost as a result of the change to daylight saving time is charted to an appropriate leave category. An employee working a shift when the return to standard time is made, is credited with the actual number of hours worked on that shift. Any time worked in excess of scheduled hours will be compensated under the appropriate overtime laws.

#### SECTION 7. STANDBY/ON CALL.

In accordance with applicable laws, rules, and regulations, time spent on standby duty shall be considered hours of work while time spent on-call shall not be considered hours of work.

##### 7.1. STAND-BY.

An employee is on duty, and time spent on standby duty is hours of work (compensable) if: for work-related reasons, the employee is restricted by official order to a designated post of duty, and is assigned to be in a state of readiness to perform work

##### 7.2. ON-CALL TIME.

An employee who is required to carry a cell phone, or who is allowed to leave a message where he or she can be reached is not working while on call. When an employee is required to work while on call (i.e., answering a phone call from an employee), as long as the original work was 7.5 minutes or longer in duration, that time can be claimed in increments of 15 minutes rounded to the nearest 15-minute increment (i.e., a 16-minute call would be rounded down to 15 minutes, and a 27-minute call would be rounded up to 30 minutes worked).

##### 7.2.1. AGGREGATION OF ON-CALL TIME.

An employee who receives multiple on-call phone calls (i.e., 2-minute call followed by a 5-minute call, followed by a 4-minute call) will be compensated for the cumulative amount of time they are on the phone based on 15-minute increments assuming the aggregation is greater than 7.5 minutes.

#### SECTION 8. TEMPORARY DUTY AND TRAVEL.

The regular rules governing hours of work and overtime pertaining to travel apply. The Employer may require an employee to follow a traditional, fixed schedule (8 hours a day and 40 hours a week) during the pay periods he or she travels.

## ARTICLE 28 - OVERTIME

### SECTION 1. GENERAL.

The use and assignment of overtime is a function of Management and will be prescribed in accordance with applicable laws, rules, and regulations, only overtime determined necessary to carry out the assigned mission on a timely basis will be considered for approval. Management officials are required to keep overtime work to a minimum consistent with the accomplishment of the Employer's mission.

### SECTION 2. OVERTIME ASSIGNMENT.

Overtime will be assigned as reasonably and fairly as possible among qualified employees in accordance with their particular skills and the mission requirement for overtime work and equitably distributed on a rotational basis. Employees assigned to work overtime should be able to perform the overtime work in an efficient and expeditious manner. An Employee temporarily assigned outside their normal work area shall be canvassed when offering overtime.

2.1. First consideration for overtime will be from among qualified employees who normally perform the classification and grade controlling duties of positions within the immediate organizational unit. The Employer will determine the particular qualifications and skills needed to perform overtime duties.

2.2. Second consideration for overtime work will be from among qualified employees whose positions are currently classified and graded the same as those given first consideration; but who do not work under the supervisor responsible for the work.

2.3. The Employer agrees, upon request from the employee, to relieve an employee from an overtime assignment provided another qualified employee is available and willing to perform the assignment. The Employer shall determine the employees that satisfy the requirements, and shall select and assign employees to overtime work accordingly.

2.4. In the assignment of overtime, when feasible, the Employer agrees to provide the employee with as much advance notice as practicable. Normally, offers of overtime should be in conjunction with an employee's scheduled work day. The Employer further agrees to give due consideration to the employee's personal circumstances, subject to the requirements of fulfilling the mission.

2.5. In cases of emergency situations, it is recognized that little advance notice will be possible because of unforeseen mission requirements; however, the Employer will notify the employees as soon as the need for overtime is recognized.

### SECTION 3. COMPENSATION.

All employees shall be compensated for all overtime worked in accordance with the Fair Labor Standards Act (FLSA), applicable laws, rules, and regulations. The Employer shall not require an Employee to accept unofficial (i.e., unrecorded) compensatory time off in lieu of pay or official compensatory time.

## ARTICLE 29 - OFFICIAL TIME

The Parties recognize and understand that the utilization of official time is beneficial to the interests of both Parties and is beneficial in developing and maintaining a positive labor-management relationship. It is further recognized and understood that communication, early involvement, and the use of official time by the Union, can prevent the inefficient use of scarce resources and diversion of manpower from the mission by averting potential conflicts/misunderstandings. The Union further agrees to guard against the use of excessive time and to conduct authorized business in an efficient manner.

### SECTION 1. COVERAGE.

Subject to the provisions and limitations below, official time will be allowed when representing the Union or employees when:

- 1.1. Preparing for and presenting grievances/appeals at any step of the Negotiated Grievance Procedure or associated Alternate Dispute Resolution (ADR) procedures;
- 1.2. Preparing for and attending meetings scheduled by management to include consulting or responding to management-initiated correspondence;
- 1.3. Representing the Union on approved committees authorized by this Agreement or future agreed upon committees;
- 1.4. Representing the Union in formal discussions involving personnel policies, practices, working conditions, or grievances, and in investigatory interviews, between bargaining unit employees and management;
- 1.5. Assisting or attending an interview between an employee and supervisor or designee, when the employee has a reasonable basis to believe that a disciplinary action might result and the employee requests the presence of a Union representative (Weingarten right)
- 1.6. Preparing for and representing an employee or the Union at an arbitration hearing;
- 1.7. Representing an employee in appeal hearings covered by statutory procedures;
- 1.8. Meeting/conferring or consulting with employees;
- 1.9. Investigating/researching employee concerns/complaints;
- 1.10. Serving as an observer in an adverse action third party proceeding or grievance procedure where the Union is not the bargaining unit employee's representative (subject to approval of the hearing official in charge of the proceeding);
- 1.11. Assisting an employee, when requested as their Union representative, in preparing a response to a proposed action;
- 1.12. Training purposes, to include travel time (when travel time is conducted during duty status) (Note; Joint Labor-Management training will not be counted against the bank of hours.);
- 1.13. Preparing and participating in Labor Management Forums and Sub Labor Management Forums;
- 1.14. Participating in informal Unfair Labor Practice resolution proceedings with management officials;

- 1.15. Participating in term contract negotiations;
- 1.16. Attending impasse proceedings during the time the employee would otherwise be in a duty status;
- 1.17. Participating in any phase of proceedings before the Federal Labor Relations Authority (FLRA);
- 1.18. Traveling to/from the Union office and on-base meetings to accomplish any of the above;
- 1.19. Official time is prohibited for any activity relating to the internal business of the Union (including such activities as the solicitation of membership, election of Union officials and the collection of membership dues.)
- 1.20. The Parties agree APF representational duties involving the use of official time will be performed by APF representatives for the purpose of representing APF employees. Exceptions may be permitted when it promotes effective dealings.

## SECTION 2. AUTHORIZED.

- 2.1. The Employer agrees to allow the Union a total of 24 hours of Official Time per week. The Union will designate two (2) Union Officials for three (3) designated days of the week and no Union Official will exceed two (2) designated days per week to perform representational duties. The Union will select these officials and inform management immediately when changes are made.
- 2.2. The Union President (or designee) may be authorized up to forty (40) hours of official time to attend the NFFE-IAMAW annual Legislative Conference (every year). Additional time for similar representational activities may be granted by mutual agreement between the Employer and the Union.
- 2.3. The Parties agree that any assigned stewards of NFFE Local 1953 will receive up to four (4) hours per pay period to perform representational duties upon supervisor's approval. The stewards will provide forty-eight (48) hours' notice when practical to their supervisor when requesting official time.

## SECTION 3. LABOR-MANAGEMENT FORUM.

The Parties agree that good relations and Union participation is promoted by regular meetings of a Labor Management Forum. The meetings may involve such matters as personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws, regulations, and published policies. The forum will meet quarterly and exchange agenda items at least one week prior to meeting. By mutual agreement, the Parties may choose to forego the scheduled forum meeting. It is agreed these meetings will not be used to resolve individual grievances or complaints and the meetings will be conducted during regular duty hours.

## SECTION 4. COORDINATION AND DOCUMENTATION OF OFFICIAL TIME.

Both the Union and the Employer recognize the Employer's obligation to assure official time allowed for the duties described in this Article is accounted for properly and therefore agree official time must be requested and documented appropriately.

### 4.1. TIMEKEEPING.

It is agreed and understood that all official time that is authorized for authorized Labor-Management activities and representational activities shall be charged to an appropriate Representational Code in the



Authorized Automated Timekeeping System (ATAAPS). The following representational codes will be used for official time:

BA: Term Negotiations  
BB: Mid-term Negotiations  
BD: Labor Management Relations  
BK: Grievances

4.2. The Union President and the Civilian Personnel Office may review the use of official time as needed.

## ARTICLE 30 - NIGHT DIFFERENTIAL PAY

Employees are compensated differential pay for regularly scheduled non-overtime work performed at night in accordance with governing laws, rules, and regulations.

### SECTION 1. NIGHT PAY (GENERAL SCHEDULE (GS) EMPLOYEES).

Employees on a General Schedule receive differential pay for regularly scheduled work scheduled between 6 pm and 6 am amounting to 10 percent of the employee's basic pay.

1.1. For General Schedule Employees on a Flexible Work Schedule the following will apply for night differential pay:

- If a flexible work schedule includes 8 or more hours available for work between 6 a.m. and 6 p.m., the employee is not entitled to night pay for voluntarily working flexible hours between 6 pm and 6 am including while earning credit hours.
- An employee is entitled to night pay for those hours that must be worked between 6 pm and 6 am to complete an 8-hour daily tour of duty.
- An employee is entitled to night pay for any non-overtime work performed between 6 pm and 6 am during designated core hours.

### SECTION 2. NIGHT SHIFT DIFFERENTIAL (WAGE GRADE AND WAGE LEADER).

Federal Wage System Employees receive differential pay for work performed when the majority of a prevailing rate employee's regularly scheduled non overtime hours fall between 3 p.m. and 8 a.m.

- o Amounting to 7½ percent of basic rate between 3 p.m. and midnight
- o Amounting to 10 percent of basic rate between 11 p.m. and 8 a.m.

#### 2.1. Temporary Assignment to a Different Tour of Duty

- A prevailing rate employee regularly assigned to a night shift who is temporarily assigned to another night shift with a higher differential will receive the higher differential.
- A prevailing rate employee regularly assigned to a day shift who is temporarily assigned to night shift will receive that shifts differential pay.
- A prevailing rate employee regularly assigned to a night shift will continue to receive night shift differential during a temporary assignment to another shift with a lower differential.

2.2. Federal Wage System Employees on a Flexible Work Schedule: Night shift differential will not be paid solely because an employee elects to work credit hours, or elects a time of arrival or departure at a time of day when night shift differential is otherwise authorized.

## ARTICLE 31 - ENVIRONMENTAL DIFFERENTIAL PAY

SECTION 1. The Employer and the Union will have as their objective the elimination or reduction to the lowest possible level of all hazards, physical hardships, and working conditions of an unusual nature. When such action does not eliminate or reduce the unusual nature of the situation, an environmental differential will be paid, if it meets the criteria in existing regulations.

SECTION 2. Environmental Differential Pay (EDP) will be paid in accordance with applicable laws, rules, and regulations. Employees will be paid Hazardous Duty Pay (HDP) in accordance with applicable laws, rules, and regulations. Assignments to perform hazardous duty will be equitably distributed amongst qualified employees, when possible. First consideration will be given to employees within the organizational element where hazardous work is normally performed. Employees who are exposed to chemical or toxic hazards shall be paid EDP or HDP, if exposed to the hazard in excess of the permissible exposure limits set by OSHA.

SECTION 3. When the Union determines a local environmental or hazardous work situation not previously covered warrants a differential pay, it will notify the CPO of the title, location of the position(s), and the nature of the exposure. The Employer will notify the union when the position in question has been submitted for initial review and will provide updates as requested by the union. Back Pay shall be paid in accordance with the current laws and regulations.

SECTION 4. The Union and the Employer agree that it is the responsibility of all personnel to report any hazards to appropriate authority (e.g., the line of supervision, Unit Safety Manager, or Safety Officer). When hazardous conditions (e.g., exposure to asbestos) are detected, management shall immediately take necessary action (e.g., eliminate, reduce, cease operations, and/or withdraw personnel). Notice of the hazard shall be posted in accordance with applicable laws and regulations.

## ARTICLE 32 - CLEAN UP

SECTION 1. Employees will be granted a reasonable amount of time to clean up work areas directly connected with the performance of the job before lunch and at the end of the work day.

1.1. Incidental duties that are directly connected with the performance of a job, such as obtaining and replacing working tools or materials, undergoing inspections, and similar tasks are considered part of the job requirements within the established tours of duty.

### SECTION 2. HOUSEKEEPING.

Employees should adhere to good housekeeping practices and may be required to perform the duties necessary to maintain a safe and healthy work place. Housekeeping duties shall not extend outside of an employee's assigned office or general work area and/or equipment used to complete a task.

## **ARTICLE 33 - CIVILIAN BLOOD DRIVE**

SECTION 1. The Air Force encourages its employees to volunteer as blood donors.

SECTION 2. Employees who donate blood may be granted excused absence to cover travel to and from the donation site, to donate the blood, and to recover from the donation. This provision does not include time spent by an employee who gives blood for their own use or receives compensation for giving blood.

SECTION 3. The maximum excusal time shall not exceed four (4) hours, except in unusual cases.

## ARTICLE 34 - FURLOUGH

The Parties agree that these provisions will apply during periods of furlough. The Parties further agree that insofar as possible, all employees of the Agency shall share the impact of a furlough equitably, subject to management's assessment of mission needs for certain positions to remain filled and not be subject to furlough.

### SECTION 1. INFORMATION.

1.1. In the event it becomes necessary to furlough unit employees, the Employer agrees to provide the Union a list of unit employees who will be exempt from the furlough. This information will be provided to the Union as soon as possible after it becomes known which employees will be exempt.

1.2. Upon request, the agency will provide affected employees with a statement that can be given to third parties explaining that the employee has been furloughed through no fault of his/her own.

### SECTION 2. FURLOUGH SCHEDULES.

2.1. When there is no requirement by higher authority that employees be furloughed at a given time or in any given order, employees may request a specific schedule for furlough time. Supervisors may approve such requests, subject to mission requirements and workload considerations. Should an employee's request be disapproved, the employee will be provided written reasons for the disapproval.

2.2. Absent a requirement to the contrary, when it becomes necessary to implement a furlough, the Employer agrees to provide employees the opportunity to volunteer to be placed in furlough status. In all cases, first consideration will be given to mission and workload requirements. When it is determined that employees with specific skills and/or experience are needed to ensure mission accomplishment, employees with those skills and the required experience will be retained.

2.3. If an employee is furloughed, the Employer will indicate on the time and attendance records that the employee is in a furlough status.

2.4. Employees that are in a Leave Without Pay (LWOP) status are not disturbed unless there is indication that the employee may return from the LWOP during the furlough. All applicable procedural requirements must be met, including a furlough notice.

2.4.1. Employees on Family Medical Leave Act (FMLA) in a non-paid duty status may remain on LWOP during the time the furlough is being conducted. The days associated with the furlough will not count against the 12-week FMLA entitlement.

### SECTION 3. ENTITLEMENTS/BENEFITS.

During periods of furlough, affected employees will continue to receive all benefits and entitlements in accordance with applicable laws and regulations.

3.1. Furloughed employees will be provided Standard Form (SF) 8, Notice to Federal Employees about Unemployment Insurance if they will be in a non-duty status for seven or more consecutive days, and will be advised to refer questions about unemployment compensation to the Benefits & Entitlements Services Team.

3.2. Any determination that employees' furlough status should be changed, and that they are entitled to retroactive compensation for the period(s) of time they were in a furlough status, will be made in accordance with guidance from higher headquarters.

SECTION 4. RESOLVING DISPUTES. Grievances/disputes arising from management's furlough decisions will be addressed in accordance with the Negotiated Grievance Procedures outlined in this agreement.

## **ARTICLE 35 - REDUCTION-IN-FORCE (RIF)**

SECTION 1. The Employer will keep the Union abreast on pre-RIF actions.

SECTION 2. MAJCOM or higher authority normally directs position losses that may result in a Reduction-in-Force (RIF). The Employer will ensure the Union is notified of upcoming position losses that may result in a RIF. Procedures relating to Reductions-in-Force (RIF) will be governed by DoD procedures in accordance with 10 U.S.C., Section 1597(f), and any applicable government-wide regulation or agency directives in accordance with DoD procedures.

SECTION 3. The Employer agrees to request approval from the appropriate level to use separation incentives to help prevent the separation of employees as the result of RIF procedures.

SECTION 4. The Employer will provide RIF notification to the affected employees 120 calendar days in advance. The Union will be provided a copy of the employee RIF notice either prior to, or at the same time, the employees are formally notified.

SECTION 5. The Employer agrees to grant a reasonable amount of duty time for displaced employees, after coordination with the supervisor, to participate in the Interagency Career Transition Assistance Program (ICTAP) for surplus and displaced federal employees' program.



## ARTICLE 36 - HOLIDAY/IN-LIEU-OF HOLIDAY

SECTION 1. Employees shall be entitled to holiday benefits (regular rate of pay) when work is not performed consistent with governing rules and regulations in connection with all Federal holidays prescribed by law. The following will apply in designating the appropriate holiday or in-lieu of holiday. An in-lieu of holiday is a designated day in substitution of a federal holiday that falls on a regularly scheduled non-workday.

- Full time Employees whose basic workweek is Monday – Friday:
  - If the actual holiday falls on a workday within the basic workweek, that day is the holiday.
  - If the actual holiday falls on Saturday, the Friday immediately before is the in-lieu-of holiday.
  - If the actual holiday falls on Sunday, the Monday immediately after is the in-lieu-of holiday.
  
- Full time Employees on compressed work schedules and the basic workweek is Monday – Friday:
  - If the actual holiday falls on a workday within the basic workweek, that day is the holiday.
  - If the actual holiday falls on a day other than Sunday, the workday immediately before is the in-lieu-of holiday. If the actual holiday falls on Sunday, the workday immediately after is the in-lieu-of holiday.
  
- Full time Employees whose work schedule includes Saturday and/or Sunday:
  - If the actual holiday falls on a workday, that day is the holiday.
  - If the actual holiday falls on a day other than Sunday, which is a regular day off, the workday immediately before is the in-lieu-of holiday.
  - If the actual holiday falls on Sunday, which is a regular day off, the workday immediately after is the in-lieu-of holiday.
  
- Part time Employees:
  - If the actual holiday falls on a workday, that day is the holiday.
  - If the actual holiday falls on a non-workday, the Employee does not receive an in-lieu-of holiday.
  - A part time Employees work schedule cannot be changed to allow for an actual holiday to fall on a workday.

1.1. The head of the agency may designate a different "in lieu of" holiday for full-time employees on compressed work schedules. This is to prevent an "adverse agency impact." in accordance with applicable laws, rules, and regulations.

SECTION 2. HOLIDAY PAY (Work performed on a holiday).

Employees that are required to perform work on a holiday are entitled to pay at the regular rate plus a premium pay at the regular rate also known as “double pay for all hours of work. Employees who are required to perform any work during basic (non-overtime) holiday hours are entitled to a minimum of 2 hours of holiday premium pay. Holiday premium pay cannot be paid in excess of 8 hours for those on standard and flexible work schedules.

2.1. Employees under compressed work schedules are entitled to holiday premium pay if they are required to work during their "basic work requirement" on that day. The number of hours of holiday premium pay may not exceed the hours in an employee's compressed work schedule for that day (e.g., 8, 9, or 10 non-overtime hours)

## ARTICLE 37 - TRAINING

### SECTION 1. EMPLOYEE TRAINING.

The Employer and Union agree that the training and development of employees is mutually beneficial and will be accomplished on duty time. The parties agree to stress to the employees the need for self-development and training to increase efficiency and improve potential for advancement. Employer will plan and provide for employee training and development, for both Employer or non-Employer training, as required to accomplish the mission. All opportunities for training will be provided in a non-discriminatory manner, to include opportunities for specialized training. The Employer has the discretion to provide flexibility in the work schedule for training and assign training priorities to promote employee growth and development. Both Parties recognize that training is an assignment of work.

### SECTION 2. COMPUTER ACCESS.

Employees will be provided duty time to accomplish required computer-based training and to access their government email accounts for official business. Employees who do not require computer access will be provided the opportunity to have an active government email address and CAC for the purpose of completing computer-based training, such as MyLearning courses, in accordance with existing rules for computer access. Exceptions may be approved by the Employer on a case-by-case basis.

### SECTION 3. TRAVEL DURING NON-DUTY TIME.

All employees who are required to travel on non-duty time for training will be compensated in accordance with existing regulations.



## **ARTICLE 38 - LABOR ORGANIZATION TRAINING**

SECTION 1. The Employer agrees to grant excused absence to employees who are officially designated Union Officers or Stewards to attend Union sponsored training, provided the training is of mutual benefit to the Employer and the Union.

SECTION 2. The Employer will make determinations as to whether release of Union officials would adversely affect the mission. Excused absence for this purpose will not exceed 512 hours annually from Jan 1 through 31 Dec each year. Training under this Article will generally cover such areas as contract administration, steward responsibilities, financial officer, train the trainer, handling of statutory actions such as grievances and information related to Federal/Labor relations Laws, Regulations, and Procedures to include locally held training. All unused hours will be forfeited and not roll over to the next year.

2.1. Training and travel for attendance of Headquarters, National Federation of Federal Employees (NFFE) sponsored training away from Barksdale will be paid by the union. No more than 2 (two) officials may attend at one time.

SECTION 3. The Union will submit a written request for excused absence at least 21 calendar days in advance, to the Civilian Personnel Office. Management may consider requests for excused absence with less than 21 calendar days advance notice if the Union provides sufficient justification for the late submission. The request will contain the names and organizational assignment of Union Officers and stewards, dates of training, and the subject matter. The Employer will arrange for the release of Union officials for training authorized in this Section.

## **ARTICLE 39 - ACCIDENT/INCIDENT RESPONSE EXERCISES**

SECTION 1. Both Parties recognize the need to exercise preparedness for a wide variety of emergencies, including the need for Operational Security.

1.1. The Employer will remind supervisors and employees of upcoming ACCIDENT/INCIDENT RESPONSE EXERCISES when feasible.

1.2. The Employer shall ensure that there is an emergency notification system that provides immediate notification to employees of emergency situations/exercises. In the event the emergency notification system is not available to employees it is the responsibility of the Employer to notify the employees of emergency situations/exercises by an alternate method.

SECTION 2. Employees detained/delayed in excess of 15 minutes from their duty release as a result of exercises will be compensated in accordance with governing directives upon notification from the affected employee.

2.1. Employees may coordinate with their supervisor to be released during an exercise in order to attend scheduled appointments.

2.2. As much as possible, lunch periods will be maintained as normal. If not, lunch periods will be adjusted as necessary.

SECTION 3. The amount of time Employees participate in Shelter-In-Place (SIP) should be minimized to include the amount of time required to comply with the applicable checklists and complete the SIP portion of the exercise.

3.1. During extended periods of SIP, Employees may be allowed access to bathroom facilities or may retrieve personal medication for self-care in cases of extreme emergency.

## ARTICLE 40 - SUBSTANCE ABUSE

### SECTION 1. GENERAL.

Both Parties recognize alcohol misuse, drug abuse, and illicit drug use are inconsistent with the accomplishment of the Air Force mission. Both Parties recognize substance abuse as a treatable illness and acknowledge it is in the best interest of all to treat those illnesses. Therefore, both Parties agree to work together to achieve a drug-free workplace, consistent with applicable laws and regulations, while maintaining concern for the well-being of employees, the successful accomplishment of the mission, and the need to maintain high employee productivity.

### SECTION 2. EMPLOYEE RESPONSIBILITY.

Although the Air Force will encourage treatment and rehabilitation, it is the responsibility of every employee to refrain from substance abuse and take personal responsibility for rehabilitation when substance abuse problems occur. Civilian employees of the Air Force must refrain from illicit drug use whether on or off-duty. Performing duties under the influence of alcohol or illicit drugs adversely affects personal safety, risks damage to government property, significantly impairs day-to-day operations, and exposes sensitive information to potential compromise. Air Force instructions provide for discipline or adverse action for substance abuse (such as alcoholism or the use of drugs) that affects job performance or conduct.

### SECTION 3. SAFE HAVEN.

Management and the Union recognize the importance of a drug free workplace for safety and health reasons. Employees who voluntarily seek assistance with illicit drug use may not be under threat of disciplinary action if they adhere to the requirements of the "Safe Haven" criteria as outlined in current governing laws, rules, and regulations. Disciplinary action for illicit drug use will not be initiated for any employee who meets ALL four of the following conditions:

- 3.1. voluntarily identifies himself/herself as a user of illicit drugs prior to being notified of the requirement to provide a specimen for testing or being identified through other means (i.e., drug testing, investigation);
- 3.2. obtains and cooperates with appropriate counseling or rehabilitation;
- 3.3. agrees to and signs a last chance or statement of agreement; and
- 3.4. thereafter refrains from illicit drug use.

This does not preclude disciplinary action for other misconduct, i.e., possession of drugs or drug paraphernalia.

- 3.5. For those employees newly subject to random drug testing, notice that the employee will have the opportunity to voluntarily identify himself/herself as a user of illicit drugs and to receive counseling or treatment during the 30-day notice period under the safe haven provisions, and that the employee will be subject to random testing no earlier than 30 days following acknowledgment of new position designation as a Testing Designated Position (TDP).

#### SECTION 4. COUNSELING AND REFERRAL.

Employees who have self-identified as having a substance abuse problem (which includes alcohol abuse or illicit drug use), or have been identified through other means such as possessing drugs or drug use paraphernalia, or who have been identified through a Medical Review Officer verified drug positive test result), will be referred for counseling, assessment, and referral for treatment, regardless of other administrative actions that may be pending or taken, up to and including removal from federal service.

4.1. Supervisors will refer employees to the Employee Assistance Program (EAP) when an employee has been identified as having a substance abuse problem.

4.2. Rehabilitation shall be offered to all employees identified as having a substance abuse problem (defined as: alcohol misuse, a Medical Review Officer verified drug positive test result, and/or self-identified with a drug or alcohol problem). Alcohol misuse is defined as alcohol-related misconduct that has a direct impact on work productivity.

4.3. The civilian employee will be offered a one-time assessment and referral appointment. This assessment and referral appointment can be completed through the EAP or equivalent program at no cost to the civilian employee, as space and services are available. At the employee's expense, this one-time assessment and referral appointment can also be conducted by other appropriate healthcare providers (e.g., civilian health care providers) off base.

4.4. Employees may be allowed up to one hour (or more as necessitated by travel time) of duty time for each assessment and referral session up to a maximum of three hours during the assessment/referral phase of treatment. This applies only to assessment/referral and not follow-up treatment.

4.5. Absences during duty hours for rehabilitation or treatment must be charged to the appropriate leave category, e.g., annual leave, sick leave, leave without pay, etc., according to law and Air Force leave regulations.

4.6. Management may initiate disciplinary/adverse action for substance abuse unless the employee meets conditions for Safe Haven as described in Section 3 of this Article.

## ARTICLE 41 - HEALTH & SAFETY

SECTION 1. The Employer will provide and maintain a comprehensive occupational health program and make every effort to provide healthy workplaces and safe working conditions as required by applicable laws and regulations.

1.1. The Employer will exert every effort to provide and maintain safe working conditions and industrial health protection for the Employees, using applicable rules, regulations, and directives. The Union will cooperate to achieve that end and will encourage all Employees to work in a safe manner and to use prescribed personal protective equipment.

1.2. It is agreed that comfort and aid to injured individuals will be of prime concern to the Employer and the Union. The Employer will provide proper emergency medical support (first aid) for Employees on work status at Barksdale Air Force Base to the extent feasible.

1.3. As provided in Air Force Safety Regulations, the Employer will investigate reported safety hazards and inform the responsible parties to initiate corrections immediately.

1.4. A Union representative will call to the attention of the Employer, conditions in a work area that tend to become a hazard to the health or safety of the Employee.

1.5. No Employee will be required to work alone at any work site that has been determined hazardous by the Work Center/Shop Supervisor and where such determination has been published in current regulations.

SECTION 2. The Employer and the Union agree that initial and periodic physical examinations and assessments are essential to safeguard the health of those Employees whose work may subject them or others to significant health or safety risks due to occupational or environmental exposure or demands.

2.1. The Employer will notify the Union of any revisions to occupational physical requirements that could adversely affect conditions of employment.

2.2. Employees requiring annual occupational physicals will be scheduled and notified of the time, date, and place of the physical. Employees have a responsibility to keep scheduled appointments and if the appointment cannot be kept, notify their supervisor.

SECTION 3. If an employee believes that a health/safety hazard exists, he/she will report the health/safety hazard to the Employer. The Employer will advise the employee of the intended actions regarding the suspected health/safety hazard.

SECTION 4. When an employee has a reasonable belief that, under the circumstances, a task poses an imminent risk of death, serious bodily harm, or health hazard the employee will immediately halt the task and inform his/her supervisor of the hazard. Supervisors shall not order/require any employee to perform any act that is unsafe or unlawful in accordance with governing laws, rules, and regulations.

SECTION 5. Protective clothing/equipment is necessary for performing assigned duties and will be furnished by the Employer in accordance with applicable safety standards and regulations. Employees will not be required to perform tasks requiring protective equipment until the equipment has been provided. Protective clothing/equipment includes but is not limited to: safety shoes, rubber boots, earplugs, dust masks, safety aprons, protective gloves, and safety glasses. All safety-related equipment to include clothing must be associated with a particular trade, skill or occupation and will be supplied where authorized by current directives. For Employees that wear prescription lenses, eye protection that can be



worn over the prescription lenses must not interfere with the wearer's vision or proper position of the protective equipment. When an Employee requires prescription safety glasses to protect from or prevent hazards, the Employee must provide a valid prescription to the Employer. Absent budgetary constraints, the Employer may consider the employee's request for alternative options for Personal Protective Equipment (PPE). PPE must be authorized and meet criteria and requirements as described in governing regulations. All issued protective equipment will be replaced as determined necessary. The proper care and use of protective clothing/equipment shall be the responsibility of the Employee.

#### SECTION 6. TOOLS AND EQUIPMENT.

It is the responsibility of the Employer to provide tools and equipment in good condition. It is the employee's responsibility to safely use and care for tools and equipment.

#### SECTION 7. MOTORCYCLE OPERATIONS.

Employees who choose to drive or ride on motorcycles on Barksdale Air Force Base will comply with applicable government-wide, DOD, Air Force and Barksdale Air Force AFB regulations/supplements that apply to civilian employees.

## ARTICLE 42 - AIR RESERVE TECHNICIANS

### SECTION 1 – UNDERSTANDING OF POSITION.

1.1. Air Reserve Technicians (ARTs) are dual-status employees who work in a civilian capacity during the week, and maintain an active enlistment in the Air Force Reserves at least one weekend a month and two weeks a year. ARTs are dual-status employees in such the civilian and military positions are combined and one must meet the requirements for each as a condition of employment. Employees assigned to an ART position operate under the same provisions as all other civilian Employees when not in military status. Since the Employees are never in both military and civilian status at the same time, conflicts should not occur.

1.2. ARTs in civilian status will be subject to all governing laws, regulations, directives, and this collective bargaining agreement. Management will review surrounding circumstances of off-duty misconduct that adversely affects an employee's ability to perform duty assignments or negatively reflects upon the Employer. In such cases, management will determine the appropriate corrective action. The Employer will ensure that civilian and military personnel actions to include discipline are kept distinctly separate and the processing of these actions are done IAW applicable regulations.

1.3. ARTs in civilian status are not subject to the rules and regulations of the UCMJ. Wear of the military uniform does not subject ARTs in civilian status to the UCMJ (or military discipline). Military reservists are subject to UCMJ jurisdiction generally only when they are in a military Inactive Duty for Training (IDT) status or in military active duty status.

1.4. The parties support the regulatory guidance on civilian standards of conduct and ethics.

### SECTION 2 – UNIFORM WEAR AND TITLES.

2.1. While wearing a uniform, the employer will ensure the employee is distinguishable from active military personnel through the use of distinctive patches and nametags at the employer's costs.

2.2. The Employer agrees and ensures that while in civilian status, proper civilian titles will be used. Air Reserve Technicians, when wearing the military uniform while performing civilian duties, will wear the "DOD CIVILIAN" tape in place of the military designator tape. The DOD civilian insignia will be worn in place of the military rank patch. The same insignia and designator tape will be worn while participating in military flights as crew members/crew chiefs when wearing flight clothing.



2.3. ARTs are required to adhere to Air Force grooming standards when wearing the military uniform.

2.4. The employer will issue military uniforms and items consistent with regulatory requirements, to include in-kind replacement.

2.5. The Employer will not provide funding for haircuts.

2.6. The Employer will not provide funding for personal grooming accessories.

2.7. ARTs in civilian status are not required to abide by military customs and courtesies, but will adhere to AFI 36-703, Civilian Conduct and Responsibility, as required by all federal civilian employees.

2.8. ARTs who choose not to enter or exit the work center in military uniform will not be granted duty time to change into military uniform, as all civilian employees are expected to remain properly attired and groomed for the requirements of their position while in a duty status unless otherwise authorized by management.

2.9. The Employer will allow the wear of all optional uniform items (coveralls, blue shorts or pants, boonie hats, etc.) and may provide these items for each employee.

2.10. When utilizing a signature block with government emails, employees will include civilian duty title and pay grade in the signature block for proper identification purposes.

### SECTION 3 – LEAVE.

3.1. ARTs in an authorized Union Official time status may wear appropriate civilian clothes. Representatives of NFFE Local 1953 will not be required to wear the military uniform when performing representational duties on official time or participating in third party proceedings. Such representatives will be authorized a reasonable amount of duty time to change into and out of uniform when performing representational duties.

3.2. ARTs may request leave in accordance with established leave procedures. Supervisors may approve leave in conjunction with goal days, training days, family days and similar types of special events/days as mission requirements permit.

3.3. ARTs who are in an active duty status, must be in an appropriate leave status. The employees may choose which leave option to use while absent from their scheduled civilian tour of duty in accordance with applicable laws, rules, and regulations.

### SECTION 4 - SHIFT ACTIVITY.

4.1. Employees are expected to be in uniform while on duty. Employees may change into/out of uniforms before or after their shift.

4.2. Employees are free to use existing facilities on a daily basis within their work areas to change into and out of their uniforms. Employees may also use existing private storage space on a daily basis within their areas for storing their clothing and/or uniforms.

4.3. Wear of the military uniform does not subject ARTs in civilian status to the UCMJ. ARTs not on duty status and wearing partial uniform items (pants, hat, etc.) to and from the work center will not have adverse actions implied towards or imposed upon them.

4.4. Supervisors will notify their employees when they are in a military status during their regularly scheduled duty day.

4.5. Supervisors will not enforce military requirements, training and/or programs of an ART's military position while the employee is in a civilian status.

### SECTION 5 - MEAL PERIODS.

Employees are free to use existing facilities on a daily basis within their work areas during rest and meal breaks.

## SECTION 6 – BREAKS.

6.1. A break period of 15 minutes will be provided for each four (4) hours of work to include overtime and are considered hours of duty. Employees may leave the work area in order to properly utilize a break.

6.2. Employees are free to use existing facilities on a daily basis within their work areas during rest and meal breaks.

## SECTION 7 – HEALTH AND WELLNESS PROGRAM.

ARTs will be encouraged to participate in the Health and Wellness Program. Participation in the program requires a written agreement between both the supervisor and employee. Employees may be granted administrative leave for up to 3 hours weekly to participate in physical activities during their duty day. Fitness time may be approved in conjunction with lunch periods. Coordination of time off for physical activity will be based on mission and workload requirements, as well as supervisor approval. While engaging in the physical fitness program, no special clothing will be required. However, suitable athletic clothing will be in good taste and will not detract from the image of the organization.

## SECTION 8 – PERSONAL PROTECTIVE EQUIPMENT.

Protective clothing/equipment is necessary for performing certain assigned duties and will be furnished by the Employer in accordance with applicable safety standards and regulations. Employees will not be required to perform tasks requiring protective equipment until the equipment has been provided. Protective clothing/equipment includes but is not limited to: safety shoes, rubber boots, earplugs, dust masks, safety aprons, protective gloves, and safety glasses. All safety-related equipment to include clothing must be associated with a particular trade, skill or occupation and will be supplied where authorized by current directives. For Employees that wear prescription lenses, eye protection that can be worn over the prescription lenses must not interfere with the wearer's vision or proper position of the protective equipment. When an Employee requires prescription safety glasses to protect from or prevent hazards, the Employee must provide a valid prescription to the Employer and the Employer will provide this equipment. If the Employer requires the use of eye protection in the performance of the Employee's assigned duties and the Employee normally wears corrective lenses, the Supervisor will excuse the Employee for up to two (2) hours of duty time to obtain an eye examination. Absent budgetary constraints, the Employer may consider the employee's request for alternative options for Personal Protective Equipment (PPE). PPE must be authorized and meet criteria and requirements as described in governing regulations. All issued protective equipment will be replaced as determined necessary. The proper care and use of protective clothing/equipment shall be the responsibility of the Employee.

## SECTION 9 - PROMOTIONS, DETAILS AND ASSIGNMENT OF EMPLOYEES.

For Details and Promotions refer to Article 16 (Promotions, Details and Assignment of Employees), Section 3. The military grade of Air Reserve Technician employees will not be the sole determining factor.

## ARTICLE 43 - UNION OFFICE

SECTION 1. The Employer will provide the Union a total of two (2) office spaces approximately 10' x 20' and use of a meeting room approximately 20'x20'. The Agreement of the authorized spaces shall be accomplished through the applicable regulations and procedures for granting and managing the use of Air Force real property.

1.1. Both offices will be provided with the following existing furnishings in good, working condition to adequately furnish the space: eight (8) office chairs, four (4) desks, and a lockable two-drawer file cabinet. One (1) office will be provided one (1) government computer, network access, and one (1) telephone for local and Defense Switched Network (DSN) calls. Union officials and employees who use the issued government computer and internet in the Satellite Office must complete all mandatory computer-based training and are subject to normal Air Force rules, etc. The Union accepts the same conditions of monitoring and security that apply to other government lines/equipment, including required labels.

1.2. The Employer will designate a sign identifying the location of the Union offices.

1.3. The Union will have unrestricted access to its office space(s) in the assigned building. The Union will be provided keys to the building and the assigned room(s). Access to the room(s) is prohibited by non-union officials (except for emergency personnel, i.e., fire department, security forces, civil engineer personnel) unless accompanied by a union official.

1.4. The Union is responsible for maintaining and cleaning its office space(s). The Union is not responsible for normal wear and tear to office amenities, but is obligated to replace any items which it damages or destroys, or chooses to replace for its own convenience. The Employer will replace/repair office amenities when the Parties mutually agree it is necessary to do so.

1.5. The office spaces and furnishings will be provided at no cost to the Union as available.

SECTION 2. The Employer agrees that if the Union Office space becomes unusable for reasons beyond the Union's control, the Employer will temporarily provide space to carry on Union business for a reasonable period of time until the Union can move back or be provided other suitable facilities.

## ARTICLE 44 - PROCEDURES FOR BARGAINING

The Parties agree pre-decisional involvement between the Employer and the Union enhances the labor-management relationship, employees' work-life quality, communication, productivity, and mission accomplishment and improves the timeliness of resolutions.

SECTION 1. The Employer will provide written notification to the Union of proposed changes to personnel policies, practices, procedures, working conditions, and conditions of employment that may affect employees in the bargaining unit prior to implementation. The Union will have ten (10) calendar days to submit a written request for impact and implementation bargaining or request clarification on the subject from the Employer. The Employer will respond in writing within ten (10) calendar days to the Union's intent to bargain.

1.1. If the union requests negotiation on the subject, the parties will make good-faith efforts to arrive at mutual agreement prior to implementation of the change. Non-response within ten (10) calendar days from the notification presumes agreement with the change.

1.2. In the case of emergency situations, the Employer will implement the necessary changes and notify the Union in writing.

FOR THE UNION:



DENNIS HOLLAND  
Chief Negotiator

FOR THE EMPLOYER:



PRECIOUS A. CLERMONT  
Chief Negotiator



ANDREW BEIGER  
Vice President



Y'SARAH GALLOP  
Member

Executed this 26<sup>TH</sup> day of OCTOBER 2022 at Barksdale Air Force Base, Louisiana.



WANDA REYNOLDS  
Union President, NFFE Local 1953



SCOTT P. WEYERMULLER, COL, USAF  
Commander, 2d Force Support Squadron