



**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
SCOTT AIR FORCE BASE, ILLINOIS  
AND  
NATIONAL ASSOCIATION OF INDEPENDENT LABOR,  
LOCAL 19**



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## **PREAMBLE**

This Memorandum of Agreement is executed by and between the Commander, 375<sup>th</sup> Air Mobility Wing (AMC), Scott Air Force Base, Illinois, herein after referred to as the Employer and the National Association of Independent Labor (NAIL), Local 19, herein after referred to as the Union, and collectively known as the parties.

Whenever language in the agreement refers to specific duties or responsibilities of the Employer, it is agreed the Employer retains the sole discretion to assign work and to determine who will perform the function discussed, including designating another employee to perform the functions.

It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal Service and well-being of employees, to establish a basic understanding relative to personnel policies, practices, procedures, and matters affecting conditions of employment and to provide means for amicable discussions and adjustment of matters of mutual interest.



## **ARTICLE 1**

### **RECOGNITION AND UNIT DESIGNATION**

The Employer recognizes the Union as the exclusive representative of the following certified unit of employees:

Included: All nonprofessional General Schedule and Wage Grade employees of the U.S. Department of the Air Force, Scott Air Force Base, Illinois, serviced by the 375<sup>th</sup> Air Mobility Wing Civilian Personnel Office (375<sup>th</sup> AMW CPO).

Excluded: Management officials, supervisors, professional employees, employees employed for six (6) months or less based on a specific event non-recurring and employees described in 5 U.S.C. 7112 (b) (2), (3), (4), (6) and (7).

## **ARTICLE 2**

### **PROVISIONS OF LAW AND REGULATION**

Section 1. In the administration of all matters covered by this agreement, officials and employees are governed by existing and future laws, regulations of appropriate government-wide authorities (e.g. Office of Personnel Management (OPM), Office of Management and Budget (OMB), Government Accountability Office (GAO), Equal Employment Opportunity Commission (EEOC)), and Title 5 of the Code of Federal Regulations (CFR).

Section 2. The fact that the Union agrees to published agency policies and regulations in existence at the time the agreement is approved does not preclude the Union from requesting to meet and negotiate on any agency policy and regulation.



## ARTICLE 3

### DEFINITIONS

The following definitions shall apply to this Agreement:

A. Collective Bargaining. The performance of the mutual obligation of the Employer and the Union to meet at reasonable times and to consult and negotiate in a good faith effort to reach agreement with respect to conditions of employment affecting unit employees. This obligation does not compel either party to agree to a proposal or to make a concession.

B. Condition of Employment. Personnel policies, practices, and matters whether established by rule, regulation, or otherwise affecting working conditions as defined by law.

C. Consultation. Dialogue either oral or written between the Employer and the Union which unlike negotiation does not require mutual compromise. The purpose of consultation is to provide the Union an opportunity to express its views and offer recommendations for consideration by the Employer.

D. Negotiation. Negotiation is defined as good faith bargaining between the Employer and the Union with the objective of reaching written agreement with respect to personnel policies and practices and matters affecting working conditions; insofar as may be appropriate under applicable laws, regulations, and published policies.

E. Union Representative. Means an individual designated in writing by Local 19 to represent employees in the bargaining unit as indicated in Article 1 of this Agreement.

F. Commander's Representative. The individual designated in writing by the Employer for the purpose of administering the Labor-Management Program and this Agreement. Currently that individual is the Civilian Personnel Officer.

G. Stewards. Stewards are persons designated in writing by Local 19 as specified in this Agreement.

H. Grievance means any complaint:

- 1) By any unit employee concerning any matter relating to the employment of the employee;
- 2) By the Union concerning any matter relating to employment of the employee;
- 3) By any unit employee, the Union, or the Employer concerning:
  - a) The effect or interpretation or a claim of breach of this Agreement or
  - b) Any claimed violation, misrepresentation or misapplication of any law, rule, or regulation affecting conditions of employment.

I. Supervisor means an individual employed by an agency having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline or remove employees, to adjust their grievances, or to effectively recommend such action; if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment, except that, with respect to any unit which includes firefighters or nurses; the term “supervisor” includes only those individuals who devote a preponderance of their employment time to exercising such authority.

J. Management official means an individual employed by an agency in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the agency.

K. Mission Critical Occupations An occupation having the potential to put a strategic programs or goal at risk failure related to human capital deficiencies.

L. Mission Essential (ME) positions Functions that organizations must continue throughout or resume rapidly after a disruption of normal activities to achieve DoD Components missions or responsibilities. Failure to perform or sustain these functions would significantly impact DoD ability to provide vital services or exercise authority, direction and control.

M. Seniority means an individual’s length of service as determined by that individual’s Leave Service Computation Date (L-SCD) as indicated on the SF50, unless otherwise defined.

## **ARTICLE 4**

### **EMPLOYER RIGHTS AND OBLIGATIONS**

Section 1. Subject to Section 2 of this Article, nothing in this Agreement shall affect the authority of any management official of the Employer;

- A. To determine the mission, budget, organization, number of employees, and internal security practices of the Employer; and
- B. In accordance with applicable laws
  - 1) To hire, assign, direct, layoff, and retain employees in the agency; or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
  - 2) To assign work, to make determinations with respect to contracting out and to determine the personnel by which the Employer's operations shall be conducted;
  - 3) With respect to filling positions, to make selections for appointments from:
    - a) Among properly ranked and certified candidates for promotion;
    - b) Any other appropriate source; and
  - 4) To take whatever actions may be necessary to carry out the Employer's mission during emergencies.

Section 2. Nothing in this Article shall preclude the Employer and the Union from negotiating:

- A. 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;

B. Procedures which management officials of the Employer will observe in any authority under this Article; or

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

Section 3. The Employer's designee for purposes of administering this Agreement and the Labor-Management Relations Program at Scott Air Force Base is the Civilian Personnel Officer or their designee. The designee will address all queries concerning the Employer's interpretation of activity-wide personnel policies and practices and matters affecting working conditions.

Section 4. The Employer will provide the Union an updated roster of CPO Employee Management Relations (EMR) Specialists and Recruitment/Staffing Specialists assigned to work issues when changes occur.

Section 5. Employees will not be required to utilize their privately owned vehicles to perform government business. However, the Employer recognizes that there may be occasions where employees need to drive their privately-owned vehicles (POV's) to these other work sites for personal reasons; normally in those instances, supervisors will grant requests of employees to drive their POV's to these other work sites.

## **ARTICLE 5**

### **EMPLOYEE RIGHTS AND OBLIGATIONS**

Section 1. The Employer and the Union agree that employees in the bargaining unit shall have the right to form, join, or assist the Union 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. The parties agree that no interference, restraint, coercion, or discrimination will be practiced by the Employer or the Union in the exercise of these employee rights. Such rights include:

A. 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

B. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under 5 U.S.C., Chapter 71.

Section 2. Employees have the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations, or established agency policy.

Section 3. Employees have the right to be represented by an attorney or by a representative of their choice in any grievance or statutory appeal action, except those subject to the negotiated grievance procedures contained in this Agreement.

Section 4. Nothing in this Agreement shall require an employee to become or to remain a member of the Union, or to pay money to the organization, except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deduction as further delineated in this Agreement.

#### Section 5: Weingarten Rights

An exclusive representative (Union) shall be given the opportunity to be present at any examination of an employee by an agency representative in connection with an investigation if the employee reasonably believes the examination may result in disciplinary action and the employee requests representation.

These Weingarten Rights will be disseminated to all BUEs by the Employer during in-processing and on an annual basis.

Section 6. When an employee properly exerts their Weingarten Rights, the interview must immediately cease, and the employee may:

- a. Be granted a reasonable amount of time to obtain union representation; or
- b. Waive their Weingarten Rights.

Management may also continue the investigation without the employee's input.

Section 7. Employees shall be protected against reprisal of any nature for the disclosure of information not prohibited by law or executive order. Such disclosure may include, but is not limited to, a waste of funds; an abuse of authority; or a danger to the public; or an employee's health or safety. Employees are encouraged to use appropriate channels prior to using public media for such

disclosures.

Section 8. Employees and their representatives shall be allowed to go to the Union office, on official time, to discuss concerns, complaints, or grievances relative to their working conditions when the mission permits.

Section 9. The employee has the right to see, upon their request, all written documentation about themselves, including the supervisor file (i.e. Supervisor 971) and any other documents related to their employment. Copies of such documentation will be provided by the supervisor within ten (10) workdays of the employee's request. The employee can access their electronic official personnel folder (i.e. eOPF) through [eopf.gov/usaf](http://eopf.gov/usaf).

Section 10. The parties recognize that employees are entitled to a private personal life in their off-duty activities and such activities are normally of no concern to the Employer. However, when a nexus is established that such off-duty conduct creates an adverse impact on the employee's ability to perform duties required by the Employer or is so egregious that continued employment would adversely impact the image of Scott AFB as an Employer, such conduct may be used in adverse action procedures.

Section 11. All employees have the right to be treated with dignity and respect and to have a hostile free work environment. No employee will have to tolerate harassment, bullying, abusive language, intimidation, or discrimination.

Section 12. Employees have an obligation to conduct themselves in a manner reflecting favorably upon themselves, the Employer, Local 19, and the Federal Service. Such obligation typically includes reporting for duty in a punctual manner, performing their duties as assigned, and observing the requirements set forth in this Agreement.

Section 13. Employees are expected to follow the lawful orders and/or instructions of emergency responding forces performing duties related to the emergency, exercise, or event giving rise to such need.

Section 14. Employees will be treated in a manner consistent with Merit System Principles.

Section 15. It is the right of each unit employee to be counseled or disciplined in private. Normally counseling is done by the immediate supervisor. If more than

one supervisor is present, the employee has the right to request an observer which may be a Union representative.

Section 16. Management will provide a private meeting facility at or near the work area involved, where an aggrieved employee can talk privately with their Union representative. Aggrieved employees and their representatives shall also be allowed to go to the Union office, on official time, to discuss concerns, complaints, or grievances relative to their working conditions when the mission permits.

Section 17. Air Reserve Technicians (ARTs) uniforms will be worn in accordance with applicable Air Force guidance, except when authorized and approved by the unit Commander to wear appropriate civilian attire.

Proper civilian titles should be used regardless of attire/uniform wear. ARTs in civil service status will be exempt from participating in military customs and courtesies while in uniform (e.g., saluting, participating in any military formation, etc.).

ARTs at Scott AFB will be provided one for one exchange of all uniform items and accessories deemed to be unserviceable or due for re-issuance as normally provided and replaced in accordance with applicable guidance.

## **ARTICLE 6**

### **UNION RIGHTS AND OBLIGATIONS**

Section 1. The Union shall be entitled to act for and to negotiate agreements covering all employees in the bargaining unit and recognizes the responsibility for representing the interests of all such employees without discrimination and without regard to Union membership in matters covered by this Agreement.

Section 2. The Union shall be given the opportunity to be represented at any formal discussion between one (1) or more representatives of the agency and one (1) or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other condition of employment.

Section 3. All new employees shall at the time of appointment be informed by the Employer that NAIL Local 19 is the exclusive representative of employees in the unit. Each new bargaining unit employee shall receive a link to the Agreement from the Employer, together with a list of the officers and representatives of the Union. The Union will be listed on the new employee's in-processing checklist.

Section 4. The Employer will furnish to the Union, upon request and, to the extent not prohibited by law, data:

- A. Which is normally maintained by the agency in the regular course of business;
- B. Which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and
- C. Which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining.

Section 5. Information and data requested pursuant to Section 4 above will be provided to the Union within ten (10) workdays of receipt by the Employer of the request. If information is not available in time to comply with the timeline to file a grievance, an extension of time to file the grievance will be granted.

Section 6. The Union agrees to furnish the Employer with a current list of names and positions of the officers and designated stewards as soon as possible following any change in the designation of Union officers and stewards. The list will include the name, title, and area of jurisdiction the stewards have been designated to represent. The Employer will not recognize an employee as a Union officer or steward unless their name and assignment appear on a listing that has been furnished to the Employer by the Union. Union representatives shall be permitted to meet with management officials of the Employer on appropriate subjects.



## **ARTICLE 7**

### **INFORMATION AND UNIT MEMBERSHIP LISTS**

Section 1. The CPO will provide the Union with a listing including names, grades, series and office symbols of each bargaining unit employee on a quarterly basis.

Section 2. The Union may have one (1) representative present at newcomers orientation. The Union representative may hand out Union literature and will have at least fifteen (15) minutes to address the employees and answer questions. The Union will notify the CPO/LRO if it intends to address new employees at newcomers orientation at least five (5) workdays in advance. The newcomers orientation schedule can be found at <http://scottmfr.com/Calendar>.

## **ARTICLE 8**

### **UNION REPRESENTATION**

Section 1. Management officials of the Employer will officially recognize only those Union representatives who have been appointed IAW Article 6, Section 6. The number of stewards shall be the number reasonably required in order to assure that each employee is properly represented, except that no more than one (1) steward shall be assigned per shift to a work area. The Employer will, to the maximum extent possible, avoid changing any steward involuntarily from the shift and work area that they held at the time they were designated a steward.

Section 2. Union representatives will be granted reasonable time off without charge to leave to perform representational functions. The Union President, or acting President, will be granted 60% of their duty time as official time for representational functions. The Union Executive Vice President will be granted 60% of their duty time and the Union 1<sup>st</sup> Vice President will be granted 30% of their duty time as official time for representational functions. Representational functions include, but are not limited to:

- A. Investigate, prepare and/or present grievances, appeals, claims, and ULP's.
- B. Consult and/or negotiate with representative(s) of the Employer concerning personnel policies, practices, and conditions of employment.

- C. Research and prepare recommendations and/or proposals in connection with the above consultations, negotiations, or meetings.
- D. Contract administration.
- E. Third party investigations and management-scheduled meetings.
- F. Additional reasonable official time is authorized pursuant to 5 U.S.C. 7131(a) and (c) when negotiating a collective bargaining agreement (i.e. midterm bargaining) and procedures directed by Federal Labor Relation Authority (FLRA).
- G. Telework is authorized for up to 50% of the representational time authorized in Section 2.

Section 3. Representatives will request permission from their immediate supervisor whenever they wish to leave their official duties to perform any of their representational responsibilities and will report to their supervisor when they return. Permission will be granted upon request except when work exigencies preclude such release. Union time will not be unreasonably denied.

Section 4. The Union President will cooperate with the Employer by properly maintaining a record of time spent for union representational activities by documenting such in the automated time and attendance system. All other representatives will cooperate with the Employer by properly maintaining a record of time spent for union representational activities by documenting such in the automated time and attendance system.

Section 5. Supervisors and timekeepers will annotate official time on Union officials and stewards time and attendance records as appropriate. Using the following codes:

- A. BA – Term Negotiations
- B. BB – Mid-Term Negotiations
- C. BD – Labor/Management Relations, or
- D. BK – Grievances and appeals

Changes to these codes, if any, will be provided by the Employer.

Section 6. Representatives of the NAIL National Office, including NAIL attorneys, will be recognized by the Employer and will be allowed to visit the installation on appropriate Union business subject to appropriate security procedures. The Union will notify the Labor Relations Officer (LRO) in the CPO in advance of specific visits by National Officers of NAIL. Notification of the LRO is not required for local designated representatives of NAIL who are not Scott Air Force Base employees. All requests and visits will be governed by security regulations.

Section 7. Representatives of the Union will be authorized reasonable access to telephones and e-mail of the Employer, as needed in the conduct of authorized representational activities.

Section 8. The Union President, Executive Vice President, 1<sup>st</sup> Vice President, or designee will sign to acknowledge receipt for any notification or communication from the Employer. The Union President, Executive Vice President, 1<sup>st</sup> Vice President, or designee's signature will be acknowledgement of delivery for notifications or communication from the Employer. The Union will be responsible for pick-up of mail each workday or email if used to deliver notifications and communications between the parties. When communication is sent by email, the parties agree that it will be sent to the Union organizational email address. The email "read receipt" will be used and serve as an acknowledgment of receipt.

Section 9. The Union President and the LRO will notify each other with in five (5) workdays in advance of any extended planned absence and the name of the individual assuming responsibilities during the absence.

Section 10. The Employer will coordinate the scheduling of meetings with the appropriate Union representative.

Section 11. Supervisors will evaluate and appraise Union representatives when performing their normal work duties fairly and equitably without bias of the employee's authorized Union activities or the amount of official time used in that regard.

Section 12. If otherwise in a duty status, an officer or steward may be granted official time to attend seminars conducted by the Employer or other groups, such

as the Federally Employed Women, Inc.; when such seminars are determined by the Employer to be of mutual benefit. Requests for such official time shall be made in writing in advance not less than twenty (20) workdays or as soon as feasible after the announcement of the seminar. The written request must be submitted to the supervisor of the employee and a copy of the request must be concurrently submitted to the CPO. The supervisor will notify the employee of their decision not later than five (5) workdays after the request has been submitted.

Section 13. Management will permit a Union designated representative of record and an advisor to the representative to be at formal hearings such as arbitrations, ULPs, and MSPB on official time. Observers from Management and the Union will be permitted, on official time, subject to mutual agreement of the parties.

Section 14. Management will provide the Union a copy of each new personnel series regulations that impacts unit employees, including indexes. Upon written request, Management will also provide the Union access to available rules, regulations, or directives which are normally maintained in the regular course of business and which are necessary for the administration of the Agreement.

Section 15. The Union may designate a representative and an alternate to the following committees. The Union will be given consideration for membership on any like committees:

A. Air Force Occupational Safety & Health (AFOSH) Council, two (2) representatives.

B. Combined Special Emphasis Program Committee.

For each committee, the Union representative and/or alternate will serve on a yearly basis. The Union will provide the CPO a listing of all committee members in January of each year. If a representative is unable to attend a meeting, the alternate will attend. The President of the Union may designate another Union representative if the primary/alternate members are not available. The designated representative will obtain the approval of their supervisor prior to attendance at a meeting. The Union's authorized representatives to the Federal Safety and Health Council will attend such meeting on official time when otherwise in a duty status.

Section 16. With respect to Section 15 above, the Union will make every effort to not select the same Union representative and/or alternate for more than one

committee. Membership of the representative and an alternate will be granted after written notification by the Union to the respective supervisor.

Section 17. The Employer agrees that there shall be no restraint, interference, coercion, or discrimination against Union officials and stewards in the performance of duties related to their responsibilities as the exclusive representative for unit members.

Section 18. Official time may not be used for the conduct of internal Union business to include the solicitation of membership, election of labor organization officials, and collection of dues.

## **ARTICLE 9**

### **NEGOTIATIONS**

Section 1. Negotiation is defined as good faith bargaining between the Employer and the Union with the objective of reaching written agreement with respect to personnel policies and practices, and matters affecting working conditions, insofar as may be appropriate under applicable laws, regulations, and published policies. The time limits in this Article may be extended by mutual agreement.

Section 2. Procedures for Bargaining:

- A. Management will bargain in good faith and provide Union representatives information necessary for negotiations to the extent permitted by law or regulation, including changes to employees' conditions of employment.
- B. The Union shall have seven (7) workdays from the date on which notification is received by the Union to request bargaining and a meeting to discuss the Employer proposal. The request shall be in writing, but proposals do not have to be reduced to writing.
- C. A meeting will be scheduled within five (5) workdays of the Union's request to bargain. The Employer shall provide information relating to the proposal(s) at the meeting.
- D. The Union shall provide counterproposals within ten (10) workdays after the meeting or else the Union waives their right to bargain. If the Union does

not request bargaining within the time limit, the Employer may implement the proposal(s).

E. The Employer shall have ten (10) workdays from the date of receipt of Union proposals to respond to the Union.

F. Negotiations between the parties will commence at a mutually agreeable time and site on the Employer's premises within five (5) workdays following Employer's response. The negotiations will be governed by the written ground rules IAW CBA Article 57. The LRO or servicing LMR Specialist will promptly arrange the meeting on behalf of the office to which the request to bargain is made. The proposed change will remain status quo until negotiations are complete.

G. If an agreement is reached, it will be acknowledged in writing. If no agreement is reached, the parties will jointly contact the Federal Mediation and Conciliation Service (FMCS) for mediation assistance within seven (7) workdays.

## **ARTICLE 10**

### **UNION-MANAGEMENT RELATIONS**

Section 1. Union representatives shall be permitted to meet with management officials on appropriate subjects of general interest to employees.

Section 2. Earnest attempts shall be made to satisfactorily resolve appropriate matters of general interest to employees at the lowest possible management official/Union representative level.

Section 3. Union-Management Committee. Union stewards and first and second level supervisors should meet quarterly (more frequently, upon mutual agreement) and confer with respect to personnel policy, practices and matters affecting working conditions for the improvement of communication, understanding, and cooperation between employees and management.

Section 4. Union participation in a committee or meeting does not constitute a waiver of bargaining rights.

## **ARTICLE 11**

### **UNION FACILITIES AND SERVICES**

Section 1. The Employer will provide for exclusive use of the Union a private lockable office at no cost to the Union. The office will contain approximately 600 square feet and will be well lighted and environmentally controlled. The Employer will provide standard customer support (e.g. work orders, trouble lines). The Employer will provide the following as typically found in an office:

- A. Three (3) desks with chairs
- B. One (1) conference table with four (4) chairs
- C. Two (2) lockable file cabinets
- D. Three (3) telephones lines with local, DSN, long distance, and voicemail capability
- E. Three (3) computer systems. The computers will have access to the local area network (LAN), internet, and e-mail capability. The Union's additional computer system needs and/or upgrades will be evaluated and provided based on demonstrated need. Any action in this regard will be consistent with Air Force policy and instructions.
- F. One (1) multi-function device
- G. Two (2) trash cans

Management agrees to maintain the above equipment in an operable condition.

Section 2. The Employer agrees to allow the Union the use of meeting places for meetings with unit employees on a space available basis upon request of the Union to the office of primary responsibility for the space.

Section 3. The Official Mail Center will deliver the Union's official United States Postal Service (USPS) mail in accordance with appropriate laws and regulations.

## **ARTICLE 12**

### **PAYROLL WITHHOLDING OF UNION DUES.**

Section 1. Bargaining unit employees may authorize an allotment of pay for the payment of dues provided:

- A. The employee is employed in the organizational unit for which exclusive recognition has been granted.
- B. The employee has voluntarily completed a request for such allotment of dues.
- C. The employee receives pay on regularly scheduled paydays and such pay is sufficient, after all legal deductions to cover the full amount of allotment.
- D. The employee has no other allotments for the payment of dues to a labor organization.

Section 2. The Union is responsible for procuring the prescribed allotment form (SF 1187) distributing the form to prospective members, certifying as to the amount of dues and informing and educating its members on the program for allotments for payment of dues. The Union will also advise prospective members that they are obligated to pay the dues for a period of one (1) year after initiating the allotment unless their employment is terminated in the Air Force.

Section 3. An allotment may be submitted to Civilian Pay Office at any time. Allotments received in the Finance and Accounting Division before Wednesday preceding the beginning of a pay period will be effective at the start of the first pay period following receipt of the request.

Section 4. The Civilian Pay Office will terminate an allotment:



- A. At the end of the pay period following notification of loss of exclusive recognition by the Union.
- B. At the end of the pay period an employee separates from the Employer or permanently moves to a position not included within the unit of recognition.
- C. At the first complete pay period after written notification is received from the Union that an employee is no longer a member in good standing.
- D. Dues allotments can be cancelled any time after the beginning of the first pay period one (1) calendar year after the employee's dues have been withheld upon the completion of an SF-1188. The cancellation shall be effective the pay period following receipt in the Civilian Pay Office. The Union shall be provided a copy of the revocation form by the Employer within one pay period of receipt.

Section 5. The Union will promptly notify the Civilian Pay Office when an employee with a current authorization ceases to be a member of the Union in good standing.

Section 6. Allotted dues will be withheld from the regular biweekly payrolls unless otherwise specified. The amount to be withheld shall be the amount of the regular dues of the member. If the amount of regular dues is changed, the Civilian Pay Office will be notified in writing by the Union of the rate and effective date of the amended dues structure. The parties will follow any applicable guidance to implement the change.

Section 7. Remitting the amount withheld. Upon disbursement for each pay period the Civilian Pay Office will certify for payment the net amount withheld. Payment will be forwarded from DFAS to the National Association of Independent Labor (NAIL). In addition to the remitted amounts, NAIL will also be provided with a list of the employee members designated by their Union Local number, who have current allotment authorizations on file; the amount withheld from each person's pay; a statement showing the total amounts withheld; and the net balance remitted. Also identified will be those employees whose pay was not sufficient to

cover the full amount of the deductions and those whose allotments are being terminated at the beginning of the next pay period. A copy of this listing will be emailed to Local 19.

## **ARTICLE 13**

### **UNION TRAINING SESSIONS**

Section 1. An employee who is an official or representative of the Union will be given official time in conjunction with attendance at a training session sponsored by the Union, provided the subject matter of such training is of mutual concern to the Employer and the interest of the Union and the Employer will be served by the employee's attendance. Official time for this purpose will cover only such portions of a training session as meet the foregoing criteria. Request for such official time will be addressed to the Civilian Personnel Officer through the employee's supervisor and shall have attached a written agenda of the training. If such agenda is not available, the letter of request must contain sufficient information so that the Civilian Personnel Officer may identify portions of the training which will be of mutual benefit to the Employer and the Union. Employees will not normally be excused on official time for more than sixteen (16) hours each in any twelve (12)-month period for such training on the clock.

Section 2. The Employer agrees that officers of the Union - President, Executive Vice President, and 1<sup>st</sup> Vice President will each be granted an additional forty (40) hours of official time every two (2) years to include travel, to attend functions that cover Employee-Employer relations, such as conventions and seminars which meet the criteria of Section 1 above.

Section 3. The Union will have a block of eighty (80) hours of official time per year to utilize for Union representatives to attend labor relations training conducted by outside organizations (e.g., Federal Sector Labor Relations and Labor Law Program, U.S. Merit Systems Protection Board, Gateway Chapter Industrial Relations Research Association, etc.).

Section 4. If otherwise in a duty status, an officer or steward may be granted official time to attend seminars conducted by the Employer or other groups such as the Federally Employed Women, Inc.; when such seminars are determined by the Employer to be of mutual benefit. Requests for such official time shall be made in writing in advance, not less than thirty (30) calendar days or as soon as feasible

after the announcement of the seminar. The written request must be submitted to the supervisor of the employee, and a copy of the request must be concurrently submitted to the CPO. The supervisor will notify the employee of their decision not later than five (5) workdays after the request has been submitted.

Section 5. Union representatives may have a one-time training session of four (4) hours per authorized Union representative for the purpose of CBA orientation.

Section 6. Union representatives may be permitted to enroll in online courses or other correspondence courses that pertain solely to labor management relations where these courses would be of mutual benefit to the parties. Each request will be reviewed on a case-by-case basis. Examples of exceptions to this policy would include supervisory courses or courses not specifically dealing with labor management relations. Requests for these courses will be made by the Union President or their designee and the cost of these courses will be paid by the Union. Completion of these courses by Union representatives will be on their own time.

Section 7. Employee Assistance Program Training and Publicity:

- A. When given on base, a Union designated representative will be given the opportunity to attend workshops, conferences or training sessions specifically designed to acquaint employees with the program and its operations.
- B. The parties will inform employees of the program and its services annually through appropriate sources.

## **ARTICLE 14**

### **PUBLICITY**

Section 1. The Employer shall permit the Union to distribute informational literature, including but not limited to Union newspapers, information on membership in the Union and benefits provided by the Union, in designated locations, where unit employees are assigned, within the buildings throughout Scott Air Force Base. It is agreed by the Union, that any material distributed in accordance with this section shall be made by employees during their non-work time and said distribution shall not interfere with work operations.

Section 2. The Employer agrees to provide reserved space on Official Bulletin boards, 18" X 22", for the posting of Union Notices and similar informational material. Upon written request from the Union, the Employer will also provide reserved space on such other bulletin boards, which the Employer routinely uses to post notices and other information to bargaining unit employees regarding personnel policies, practices, and other matters affecting working conditions. All cost for reproduction, preparation, and distribution of Union material shall be borne by the Union.

Section 3. The Union may use e-mail, Scott All Bulletin, and base newspaper to announce general membership meetings and events, such as picnics, retirements, or Holiday parties and for articles and information of general interest. It is agreed that the Union shall be solely responsible for the content and accuracy of such announcements.

Section 4. The Union agrees that it shall not post or distribute any libelous or scurrilous material that violates any law, applicable regulations, or other provisions of this Agreement in exercising any right under this article. In addition, the posting or distribution of material relating to partisan political matters or material which reflects unfairly upon the integrity or motives of any individual, another employee organization, or upon the Federal Government will not be permitted. The requirements of this section do not apply to case decisions.

Section 5. Union contact details and synopsis will be included on the Scott Air Force Base public facing website. Union will coordinate content with 375 AMW/PA.

## **ARTICLE 15**

### **HOURS OF WORK AND BASIC WORKWEEK**

Section 1. The administrative workweek is established as the seven (7) day calendar week beginning at 0001 Sunday and ending at 2400 Saturday. The basic workweek will normally consist of five (5) eight (8)-hour days (except for employees working alternative work schedules) Monday through Friday. Normally, the days off in the basic workweek will be consecutive. The Employer will consider requests from employees for other than consecutive days off.

Section 2. When there is a major change (i.e., more than two (2) hours) to an employee's duty hours or hours of facility's operation, days or weeks that

adversely impacts an employee, the Union will be notified seven (7) workdays in advance along with the employee(s) so that the Union may request to negotiate. Notice of less than seven (7) workdays may be given when the Employer would be seriously handicapped in carrying out its functions or that costs would be substantially increased. The notice will include inclusive dates of change, the work areas, office symbols, names of affected employees, and the current and proposed hours. Employee initiated changes do not require Union notifications.

Section 3. If an employee reports for work at the prescribed starting time and is prevented from performing their assigned duties by circumstances beyond their control, management will attempt to keep the employee working by assigning him other reasonable duties.

Section 4. When there are multiple shifts and uncommon tour assignments, the bids process will be based on the specific skills and knowledge required to accomplish the workload and provide the necessary balance of skills. Qualified employees shall be allowed to pick shift or tour of duty on a semi-annual basis effective the first full pay period of January and July or when changes occur. Employees who desire to change shifts during the interim may do so, if a qualified volunteer is found on the shift desired. For example, management will survey for volunteers from the desired shift, and if a qualified volunteer is found the change will be allowed. The schedule will be posted in the work area involved two (2) weeks prior to effective date of change. Conflicts arising among volunteers will be resolved by use of Leave Service Computation Date (L-SCD). In the event the L-SCDs are the same, ties will be broken per Article 54, Section 6. In those instances where assignment of employee(s) on a voluntary request basis would create an imbalance of skill and knowledge, the Union will be advised with the reasons. Organizations with shift bid procedures outlined in other Articles of this contract will follow those procedures and are therefore excluded from this section.

Section 5. Where three (3) eight (8) hour shifts, or Alternative Work Schedule (AWS) or Compressed Work Schedule (CWS), are established (e.g. 0800 to 1600, 1600 to 2400, 2400 to 0800) a lunch period of twenty (20) minutes is authorized within the particular shift. The lunch period for on-site lunch will be considered as time worked for which pay is allowed and employees must spend the time in close proximity to their work areas.

Section 6. The Employer agrees that the President, Executive Vice President, First Vice President, Second Vice President of NAIL Local 19 will be assigned to the day shift tour of duty, where possible and consistent with mission requirements.

Section 7. Employees of equal grade and similar qualifications who work shifts may exchange shifts or days off during a pay period on a voluntary basis subject to the respective supervisor's approval. Such approval normally will be granted unless the exchange will interfere with or interrupt the mission of the organization. Such exchange:

- A. Shall be in compliance with applicable laws and regulations.
- B. Will be based on at least a twenty-four (24) hour advance written request.
- C Shall be limited to no more than twice (2) per pay period. This limitation does not apply to employees enrolled in a regularly scheduled course of instruction.

Section 8. Breaks. Each employee is normally authorized a rest period of fifteen (15) minutes during each four (4) hours of the work schedule. Rest periods are non-cumulative and will not be taken in conjunction with the lunch period, leave, or at the end of the work shift.

Section 9. The parties agree that an Alternative Work Schedule (AWS) program enables employees to better balance their work and family responsibilities, thereby increasing employee effectiveness and job satisfaction while decreasing turnover rates and absenteeism. The parties further agree that agency mission accomplishment is of primary concern. Therefore, an AWS cannot reduce the productivity of the agency; diminish level of services furnished to the public by the agency; or increase the cost of agency operations (other than a reasonable administrative cost relating to the process of establishing a flexible or compressed schedule).

- A. AWS means both Flexible Work Schedules (FWS) and Compressed Work Schedules (CWS). A FWS allows an employee to determine their own schedule. A CWS is comprised of work scheduled for less than ten (10) workdays per pay period. Any unit on Scott Air Force Base, whose mission will permit, will offer alternative work schedules described in this Article.

B. Employees desiring an AWS must request approval from their supervisor at least five (5) workdays prior to the start of the affected pay period. The supervisor reserves the right to alter or deny participation, but denial will only be for good cause where participation would adversely impact the mission. On a case-by-case basis, upon request, and if practicable a supervisor should grant deviations to accommodate an employee's personal circumstances. In such instances, the employee will make the request as far in advance as possible.

C. An AWS will not restrict persons from working ordered and approved overtime.

D. Lunch periods and breaks are still in accordance with the Agreement.

E. Supervisors may remove employees from AWS in an emergency or in event of employee abuse. If a person is removed from an AWS, they will return to a normal eight (8) hour schedule established by their supervisor.

Section 10. Employees may participate in the following AWS schedules with supervisor's approval (see Section 10B):

A. Flexible Work Schedule (FWS):

1) Flexi tour: A work schedule that consist of ten (10) workdays of eight (8) hours each within the bi-weekly pay period, with varying starting and ending times and core hours. Once selected, the hours are fixed until the employee obtains supervisory approval to select different starting and stopping times. Participating employees may begin work at fifteen (15) minute intervals (i.e., on the hour,  $\frac{1}{4}$ ,  $\frac{1}{2}$ ,  $\frac{3}{4}$  past the hour) from 0600 to 0830. Employees will take a lunch period of thirty (30) minutes to one (1) hour and must be compensated if required to work during their lunch period. Core hours will be from 0830-1430. During this period, all employees will be scheduled for duty. Departure time will be determined by adding eight (8) hours plus the amount of time taken for the lunch period to the employee's arrival time.

2) Maxi flex: A full-time employee work schedule that has a basic work requirement of eighty (80) hours for the bi-weekly pay period, but in which the number of hours worked on a given workday or the

number of hours worked each week may vary within the limits established for the organization. Core hours may be established if necessitated by the mission though they will be for fewer than ten (10) days.

3) Gliding Schedule: A type of flexible work schedule in which a fulltime employee has a basic work requirement of eight (8) hours each day and forty (40) hours in each week and may vary starting and stopping time each day, and may change starting and stopping times daily within the established flexible hours. Core hours may be established if necessitated by the mission.

4) FWS 4-4-9: Employees work ten (10) workdays of eight (8) nine (9) hour days and two (2) four (4) hour days within the bi-weekly pay period. This affords the employee two (2) one-half scheduled days off per pay period.

5) Credit hours, as defined in Article 16, may be authorized with the above schedules.

B. Compressed Work Schedule (CWS): A work schedule that consists of a total of eighty (80) hours worked over less than ten (10) workdays in a bi-weekly pay period.

1) 5-4/9 Plan: The 5-4/9 Plan consists of a total of eighty (80) hours in nine (9) working days, limited to nine (9) hour per day during eight (8) days of the bi-weekly pay period and one (1) eight (8) hour day during the bi-weekly pay period to complete the basic requirement for the two-week period. This affords the employee one (1) scheduled day off per pay period.

2) 4-10 Plan: The 4-10 Plan is a work schedule of ten (10) hours per day, four (4) days per week. This affords the employee two (2) scheduled days off per pay period.

3) Scheduled day off (SDO) is defined as having the same day(s) off each pay period. The scheduled day(s) off do not necessarily have to be Monday or Friday. The SDO may be changed by mutual agreement of the employee and the supervisor to accommodate mission requirements and /or personal requirements.



Section 11. SCD is the standard for resolving conflicts regarding schedules and leave arrangements. In the event SCD are the same, ties will be broken per Article 54, Section 6.

Section 12. Once an individual is approved for an AWS option, they can submit to their supervisor a written request to change their AWS option at any time. If the change is approved, it will become effective at the beginning of the next pay period.

Section 13. An individual who takes annual or sick leave will be charged for the number of hours they are regularly scheduled to work that day. For example: an employee who is on a 5-4/9 CWS takes annual leave on a day they are scheduled to work nine (9) hours; they will be charged nine (9) hours of annual leave. An employee, who is on a Maxi flex schedule that is established with core hours, will be charged a minimum of leave hours of the established core hours; eighty (80) hours must be accounted for each bi-weekly pay period.

Section 14. It is agreed that when employees in the unit are relieved from duty by the Employer during their regularly scheduled tour of duty during their workweek due to the interruption or suspension of operations, they shall be paid for the approved excused duty hours. In cases of interrupted or suspended operations, employees will not be required to use annual leave unless so notified before the end of their shift immediately preceding the one in which they are to be placed on leave. An employee in such cases may elect Leave without Pay (LWOP) in lieu of annual leave. In the event such notification is not made on a scheduled workday, such notification shall be made at least twenty-four (24) hours in advance. When a decision is reached to close all or part of the activity and an administrative order is issued to excuse employees from duty without charge to annual leave or loss of pay, such decision will be communicated to employees as expeditiously as possible.

Section 15. Under an FWS program, a full-time employee who performs regularly scheduled non-overtime work, a part of which is performed on Sunday, is entitled to Sunday premium pay for the entire daily tour of duty, not to exceed eight (8) hours. A full-time employee on a CWS who performs non-overtime work during a tour of duty, a part of which is performed on Sunday, is entitled to Sunday premium pay for their entire tour of duty on that day.

## **ARTICLE 16**

### **CREDIT HOUR PROGRAM**

Section 1. Credit hours means any hours, within a flexible work schedule, which are in excess of an employee's basic work requirement (the number of hours they are required to work or account for by leave or otherwise), and which the employee elects to work so as to vary the length of a workweek or a workday. Any work elected as credit-hour work shall first be approved by the supervisor. Employees on CWS are not eligible for credit hours.

Section 2. Credit hours are earned (worked) and charged in fifteen (15) minute increments.

Section 3. Credit hours are hours of work performed at the employee's election. They are distinguished from overtime and compensatory time off in that they do not constitute overtime work (that is, work in excess of eight (8) hours in a day or forty (40) hours in a week, which is officially ordered in advance by management). The employee receives no additional pay for credit hours and such hours are credited to their credit hour account for future use subject to the provisions of this Article.

Section 4. For each job, project, or task for which credit hours are desired, an employee must submit to their supervisor, in writing, the following information: (a) a description of the job, task, or project; (b) an estimate of the time required; and (c) the specific product(s) to be delivered. Employees may not work credit hours beyond the approved total or for different jobs, tasks, or projects without written approval. For employees working in the field, a reasonable attempt shall be made to obtain supervisory confirmation. In the event the supervisor cannot be reached, they shall be informed as soon as possible that the hours were worked. Employees must obtain prior approval from supervisors to work credit hours on a non-workday.

Section 5. Use of credit hours is restricted to that which has already been earned in a previous workday or workweek. Employees may not "borrow" credit hours. Leave requests based on documented credit hours are made in the same manner as

other categories of leave (i.e., the employee submits the request to their supervisor for approval).

Section 6. Credit hours may be earned (worked) on a daily basis. Full-time employees may carry over a maximum of twenty-four (24) hours from one pay period to another. Hours in excess of the twenty-four (24) hours maximum will be forfeited at the end of each pay period.

Section 7. Credit hours shall not be used by an employee to create or increase their entitlement to overtime pay. An employee shall not be paid Sunday, holiday pay, or premium pay for night work for credit hours.

## **ARTICLE 17**

### **TELEWORK**

Section 1. The parties are in support of the commitment to workforce efficiency, emergency preparedness, and quality of life. Telework is not an entitlement, but its use can serve as an effective recruitment and retention strategy; enhance base efforts to employ and accommodate people with disabilities; and create cost savings by decreasing the need for office space and parking facilities and by reducing transportation costs.

Section 2. This Article applies to situations in which an employee works at a Telework worksite and covers all permanent full-time and part-time employees. Employees on official travel may not participate in this program.

- A. To the extent that mission requirements are not jeopardized, employees who exhibit suitable work performance and conduct, and occupy eligible positions (i.e., those positions that involve portable work and are not dependent on the employee's presence at the traditional worksite) are eligible to telework. Supervisors or commanders should allow maximum flexibility for employees to the extent that mission readiness or accomplishment is not compromised.
- B. All employees who are authorized to telework are required to complete appropriate training and have on file a supervisor approved work schedule indicating approved days, hours, and work location.

- C. The Employer remains committed to authorizing participation in telework for the maximum number of positions to the extent that mission readiness is not jeopardized. However, no employee may be required to telework unless the employee's duties are designated in their position description as mission-critical.
- D. Scott AFB telework policies will be coordinated with the Union via CPO prior to implementation.

Section 3. Telework may be on a regular basis or situational.

- A. Regular telework is telework that occurs on a regular, recurring, on-going basis at least twice each bi-weekly pay period.
- B. Situational telework is telework that approved on a case-by-case basis as the need arises, where the hours worked are not part of a previously approved, routine, ongoing and regular telework schedule (e.g., telework as a result of inclement weather, medical appointment or recovery from illness/injury, special work assignments, dependent care responsibilities, or to accommodate special circumstances). Telework is also considered situational even though it may occur continuously for a specific period and is also referred to as episodic, intermittent, unscheduled, temporary, or ad hoc telework.

Section 4. An employee participating in Telework must:

- A. Have received supervisor's approval for participation;
- B. Have worked as a Scott AFB employee for at least a year. Employees that have worked less than a year may telework at Management's discretion;
- C. Have a successful performance rating as the most recent rating of record;
- D. Have portable work;
- E. Have clearly defined performance standards and measurements;

- F. Be willing to sign and abide by a written work agreement that covers the terms and conditions of participation in the Telework program, DD form 2946.

Section 5. Time and Attendance:

- A. Hours of Duty: Employees may work standard schedules or follow AWS, depending upon the agreement between the employee and the supervisor. Employees may not work non-standard evening and weekend schedules, unless approved in advance by the supervisor.
- B. Leave: The policies for requesting annual leave, sick leave, or other absence from duty remain unchanged. Employees are responsible for requesting leave in advance and updating their timecard.
- C. Certification and Control of Time and Attendance (T&A): Supervisors must report time and attendance to ensure that employees are paid only for work performed and that absences from scheduled tours of duty are accounted for. Federal policy and procedures governing certification of time and attendance require agencies with employees working at remote sites to provide reasonable assurance that they are working when scheduled. Reasonable assurance may be obtained by occasional supervisor telephone calls, random visits by the supervisor to the employee's worksite, and determination of the reasonableness of work output for the time spent. Employees must self-certify time and attendance to their supervisor. This may be done electronically, by report, or by other acceptable means.
- D. Administrative Leave, Dismissals, and Emergency Closings: Although a variety of circumstances may affect individual situations, the principles governing administrative leave, dismissals, and closings remain unchanged. In the event that the assigned duty station is closed due to the weather or other emergency, employees in Telework assignments at an unaffected alternative worksite would be expected to work their regularly scheduled hours unless they take leave. However, if the employee has signed a situational telework agreement, the employee may be required to telework as stated in their agreement.

- E. If the teleworker is unable to work from the alternate location due to power outage or equipment failure, etc., the employee will immediately contact their supervisor, who based on the situation will determine the appropriate duty or leave status to account for the employee's time. The employee may be required to report back to the Employer's premises depending on the nature of the incident.

Section 6. Applicable laws pertaining to overtime and on the job injuries or occupational illness similarly apply to telework arrangements during periods of telework.

Section 7. Telework Denial and Termination

- A. Denials and termination decisions must be based on business needs or performance. Reasons for denial or termination will be documented on DD form 2946 and a copy provided to the employee.
- B. Denial should include information about when the employee can re-apply and what actions the employee should take to improve their chances for approval.
- C. Employees who are eligible to telework but have been denied or terminated may grieve the decision.

## **ARTICLE 18**

### **OVERTIME**

Section 1. The decision as to whether overtime is required and necessary to accomplish the Employer's mission is an acknowledged function of the Employer. When assigning overtime, the Employer agrees to consider, but not be limited to, the following factors:

- A. Special skill requirements of the work.
- B. Special project requirements.
- C. Employees who are currently performing the same work during the duty day that is to be performed on overtime.

D. Qualifications of Employees.

E. Call back requirements.

F. Familiarity of the Employee with work to be accomplished.

Section 2. Employees will be compensated in accordance with applicable laws and regulations for all overtime performed.

Section 3. FLSA exempt employees may be required to receive compensatory time off in lieu of overtime pay for irregular or occasional overtime work ,but only if their basic pay is above the rate for GS-10, Step 10. No mandatory compensatory time off is permitted for wage employees or in lieu of FLSA overtime pay. Employees can determine their overtime rate of pay by reviewing their latest leave an earning statement (LES) on myPay (<https://mypay.dfas.mil/#/civilian>).

Section 4. Employees who are needed to work overtime assignments will be notified as far in advance as is practicable.

Section 5. When mandatory overtime is required, volunteers will be selected based on Leave SCD (L-SCD) seniority in addition to the factors listed in Section 1 above. In the absence of qualified volunteers, then reverse seniority based on L-SCD will be used in addition to the factors listed in Section 1 above. Management shall consider a volunteer that has completed overtime as the last to be considered for the next overtime requirement. In the event SCDs are the same, ties will be broken per Article 54, Section 6.

Section 6. Employees may submit an overtime exemption request to their supervisor. Denial cannot be made on an arbitrary basis. An employee will, upon request, be released from an overtime assignment if a qualified replacement is available and willing to work. However, if a qualified replacement is not available, the employee will work overtime.

Section 7. If an employee is directed to perform overtime either before or after a shift and this will involve a period of waiting to perform the overtime, the standby time will be paid at the overtime rate in accordance with appropriate regulations. Such waiting periods are not considered compensable overtime if the employee is relieved from duty; the period is long enough to enable the employee

to use the time effectively for their own purposes; the employee is told in advance that they may leave the work area; and the employee is advised of the time that they are required to return to work.

Section 8. When the overtime period is four (4) hours or more of continuous work, a short rest period not to exceed fifteen (15) minutes, considered as part of the time worked for which compensation is due, may be granted during the period of overtime work using the same criteria in determining justification and the same scheduling requirements as for rest periods during basic tours of duty.

Section 9. When an Employee is required to return to their regular official worksite outside their regularly scheduled tour of duty, they will receive a minimum of two (2) hours of overtime compensation regardless of whether the Employee is required to work the full two (2) hours. Employees contacted while on call, but not required to come into the regular official worksite, will be compensated a minimum of fifteen (15) minutes and in fifteen (15) minute increments.

Section 10. Standby duty rosters will be established where applicable, in accordance with appropriate directives. On-call rosters will not be used where standby rosters are appropriate. Employees shall be compensated for standby duty in accordance with appropriate rules and regulations. Employees are not committed to standby restrictions unless so directed in writing. Employees will not be required to carry or respond to an electronic mobile device unless they are compensated in accordance with appropriate directives. The Employer may determine if the cost of requiring employees to carry an electronic mobile device is practical. Nothing precludes the Employer from making an electronic mobile device available for those employees who prefer to use them.

## **ARTICLE 19**

### **HOLIDAYS**

Section 1. Employees shall be entitled to holiday benefits consistent with governing rules and regulations in connection with all Federal holidays prescribed by law. Pay for such holidays shall be computed in accordance with governing rules and regulations.



Section 2. Under a FWS program, a full-time employee who is relieved or prevented from working on a day designated as a holiday is entitled to their rate of basic pay on that day for eight (8) hours. A full-time employee on a CWS, who is relieved or prevented from working on a day designated as a holiday is entitled to their rate of basic pay for the number of hours of the CWS on that day.

Section 3. The Employer will make a reasonable effort to grant annual leave to employees upon request for any religious holiday associated with the religious faith of the employee.

Section 4. When an employee's scheduled day off falls on a holiday, the employee is entitled to an in-lieu-of-holiday in accordance with the designations in the following table unless modified by Office of Personnel Management (OPM) directive:

<u>Holiday and Scheduled-Day-Off</u>	<u>In-Lieu-of-Holiday</u>
Sunday	Following Workday
All Other	Preceding Workday

Section 5. Employees will not change their normal schedule for the sole purpose of adjusting their in-lieu-of-holiday.

## **ARTICLE 20**

### **ANNUAL LEAVE**

Section 1. Workload and mission requirements permitting, employees will be allowed to take leave IAW applicable law and regulation. The supervisor will advise the employee, normally within five (5) workdays of approval or disapproval of leave and will give due weight in any decision to deny leave to the timeliness of the request, length, nature of the leave, reservations, and other factors as well as the impact to the mission.

Section 2. Requests for annual leave due to emergencies should be granted. An employee unable to report for duty because of a personal emergency must request annual leave by notifying the Employer (supervisor or designated individual) by designated call-in number and/or other method established by the supervisor, normally within two (2) hours after the start of the shift.

Section 3. Employees may submit a twelve (12) month projection in January of when they desire to take their annual leave. This initial projection may be updated monthly. Supervisors are responsible for ensuring that employees are given an opportunity to schedule accrued annual leave in order not to forfeit annual leave. Annual leave which would otherwise be forfeited may be restored when it is lost because of exigencies of service or sickness, if use of leave was scheduled in advance. Before forfeited annual leave may be considered for restoration; use of annual leave must have been requested, approved, and scheduled in writing before the start of the third biweekly pay period before the end of the leave year. Employees shall be responsible for taking annual leave as scheduled to avoid having an excessive leave balance at the end of the leave year. L-SCD will be used to determine priority of assigning/approving annual leave. In the event the LSCDs are the same, ties will be broken per Article 54, Section 6. After initial scheduling has been assigned per L-SCD, all other requests for leave will be handled on a first come, first served basis, regardless of L-SCD. Once an individual has been assigned leave, they cannot be “bumped” from their properly forecast and approved leave based solely on L-SCD.

Section 4. Management will not require employees to take annual leave when administrative leave would be appropriate.

Section 5. An employee may request advance annual leave available to them in the current leave year consistent with mission requirements.

Section 6. Absences for paternity reasons will be approved in accordance with applicable law.

## **ARTICLE 21**

### **SICK LEAVE**

Section 1. Employees are credited and are responsible for using sick leave in accordance with applicable rules and regulations. The parties recognize the insurance value of sick leave and will encourage employees to conserve sick leave so it will be available when needed. Management officials as well as Union representatives should set a good example in the use of sick leave.

Section 2. Sick leave shall be granted by the Employer to employees when they are incapacitated for the performance of their duties for reasons of sickness, injury, or other reasons provided by leave regulations. Employees not reporting for work

for reasons as stated above shall furnish notice to the supervisor normally within two (2) hours after the beginning of their scheduled work shift. Employees who occupy positions on shift assignment that require one-on-one relief will notify the immediate supervisor or their designee on duty of the need for sick leave at least one (1) hour prior to the scheduled starting time except where circumstances prevent. When the employee's notification involves more than one (1) day off, daily contact will normally not be required.

Section 3. Sick leave for prearranged medical, dental, or optical examinations or treatment must be requested in advance of the absence.

Section 4. Employees, except Firefighters, in periods of absence on sick leave in excess of three (3) consecutive workdays may be required to support such an absence by a medical certificate to their supervisor after return to duty. The certificate must cover all absence beyond the third workday and certify that the employee was incapacitated for duty for the entire period covered by the statement. The supervisor may require the employee to provide an estimated date of return or full or partial recovery. In any event, employees who are sick shall be carried on sick leave, annual leave, credit hours, compensatory time, or leave without pay as requested, when the employees have properly notified management of their sickness.

Section 5. An employee returning from extended sick leave or one who has suffered a disabling injury or illness will not routinely be required to be examined by a doctor as a condition for resuming their normal duties. If there is a reasonable doubt of their ability to return to their normal duties without risk to themselves and/or others, the Employer may refer the employee to the Base Medical Clinic for interview by a medical doctor to determine if certification should be required from the employee's private doctor that the employee is sufficiently recovered to resume their normal duties.

Section 6. Any use of sick leave substantiated by medical certificate will not be considered by the Employer as abuse of sick leave, if and when employees are issued a letter in relation to abuse of sick leave.

Section 7. The Employer should allow the employee to substitute annual leave in lieu of sick leave when the employee requests such substitution and the amount of sick leave that would be used does not exceed the amount of annual leave the employee has accrued.

Section 8. The employee's use of sick leave will not be restricted without just cause. Where the Employer believes that the abuse of sick leave exists, the cause of that belief will be clearly defined in writing and presented to the employee at or before the effective time of the restriction. This written notification will be based on all the merits of the individual case and not as a group action and is subject to the negotiated grievance procedure. Upon request, the provision of the restrictions shall be subject to review by the supervisor and the employee within a ninety (90) day period.

Section 9. When an employee is confined to their home or a hospital for convalescence, the Employer will not contact the employee advising him to return to work contrary to medical instructions. Employees at home pending Office of Workers' Compensation Programs approval of compensation will contact their immediate supervisor once every week during their absence, providing the employee is advised of this requirement.

Section 10. Career or career-conditional employees who are incapacitated for duty because of serious illness or disability should be advanced unearned sick leave not to exceed thirty (30) days provided there is a reasonable expectation that the employee will return to duty and remain on duty for a period sufficient to liquidate the advance by subsequent accrual. Advanced sick leave will not be unreasonably denied. Such leave is subject to the following:

- A. The employee must furnish medical documentation from a physician or health care provider which includes the date the employee is expected to return to normal duties;
- B. The employee has exhausted all accumulated sick leave and any annual leave in excess of two hundred forty (240) hours;
- C. There is sufficient evidence to indicate the employee will remain employed after their return to duty long enough to repay the advanced sick leave; and
- D. The employee is not under a written sick leave restriction requirement.

## Section 11. Disabled Veterans Leave.

A. An Employee hired on or after November 5, 2016, who is a veteran with a service-connected disability rating of 30 percent or more from the Veterans Benefits Administration (VBA) of the Department of Veterans Affairs is entitled to up to 104 hours of disabled veteran leave for the purposes of undergoing medical treatment for such disability.

B. An eligible employee will receive the appropriate amount of disabled veteran leave as of the employee's "first day of employment," as defined below. Disabled veteran leave is a one-time benefit provided to an eligible employee. The employee will have a single, continuous 12-month eligibility period, beginning on the "first day of employment" in which to use the leave or it will be forfeited with no opportunity to carry over the leave into subsequent years. An employee may not receive a lump-sum payment for any unused or forfeited leave under any circumstance.

C. First day of employment. The first day of service that qualifies as employment that occurs on or after the later of-

1. The earliest date an employee is hired (after the effective date of the employee's qualifying service-connected disability as determined by the VBA); or
2. The effective date of the employee's qualifying service-connected disability, as determined by the VBA.

## **ARTICLE 22**

### **FAMILY MEDICAL LEAVE**

Section 1. In accordance with the Family and Medical Leave Act (FMLA) of 1993, 5 CFR 630 Subpart L, an employee (who has completed twelve (12) months of service) shall be entitled to a total of twelve (12) administrative workweeks (four hundred eighty (480) hours) of unpaid leave during any twelve (12) month period for one (1) or more of the following reasons:

- A. For the birth of the employee's child or to care for the child after birth occurs, or for the placement, adoption, or foster care of a child;
- B. To care for the employee's spouse, son, daughter, or parent who has a serious health condition;

- C. For a serious health condition that makes the employee unable to perform their job.

Section 2. An employee may elect to substitute paid leave for leave without pay but cannot be required to do so.

Section 3. Employees must ask for leave as soon as possible when any of the above situations occur. When the need for leave is foreseeable, leave requests should be provided not less than thirty (30) days prior to the date leave is to begin. Employees must invoke their entitlement to FMLA in writing, preferably using an OPM form 71, Application for Leave.

Section 4. The Employer may require medical certification to support a request for leave because of a serious health condition and a fitness for duty report to return to work. The Employer may also require periodic status reports on the employee's ability or intention to return to duty.

Section 5. Job benefits and protection under FMLA include the following:

- A. For the duration of FMLA, the Employer shall continue paying the employee's share of the group health plan. Employees may pay the employee share of the premiums on a current basis or may incur a debt and pay their share upon return to pay and duty status.
- B. 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.
- C. The use of FMLA leave shall not result in the loss of any employment benefits, which accrued prior to the start of an employee's leave.

Section 6. Use of Sick Leave for Family Care. Employees may substitute sick leave for unpaid family and medical leave. Full-time employees may use up to one hundred four (104) hours of sick leave of the 480 FMLA total for general family care and bereavement each year, including:

- A. Give care or otherwise attend to a family member having an illness, injury, physical or mental illness, pregnancy, birth or medical, dental, optical

examination or treatment, or other condition, which if an employee had such a condition would justify the use of sick leave by the employee; or

B. Make arrangements or attend the funeral of a family member.

For purposes of this section, part-time employees or an employee with an uncommon tour of duty are authorized the number of hours of sick leave they normally accrue during a leave year.

Section 7. For the purpose of sick leave, the term “family member” under 5 CFR 630.201 shall mean an individual with any of the following relationships to the employee:

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;

G. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship; and

H. Committed relationship (e.g. common law marriage).

Section 8. The use of sick leave to care for a family member who is afflicted with a communicable disease is primarily based on the need to prevent the spread of contagious disease in the workplace. When health authorities or health care providers determine and the employee provides a copy of the determination to the Employer that an employee’s exposure to a communicable disease would jeopardize the health of other employees; the employee may use sick leave for the entire period of time during which the danger to the health of other employees exists. If an employee’s sick leave balance is not sufficient, the employee may

request annual leave or leave without pay or if eligible, request participation in the voluntary leave transfer program.

Section 9. An employee may participate in the Voluntary Leave Transfer Program (VLTP) to care for a family member or personal medical emergency. While on a temporary VLTP, an employee may accrue up to a maximum of forty (40) hours annual leave and sick leave. Such leave will only become available after medical emergency terminates or the employee terminates their participation in the leave transfer program.

Section 10. Bone Marrow or Organ Donation. An employee may use up to seven (7) days of paid leave every calendar year to serve as a bone-marrow donor. An employee may also use up to thirty (30) days of paid leave each calendar year to serve as an organ donor. Leave for bone marrow and organ donation is a separate category of leave that is in addition to annual and sick leave. Except in emergency cases, such absences must be requested by the employee in advance of the absence. The request must state the nature of the donation and the amount of time requested. Official documentation from the medical center/provider must be submitted along with the request.

Section 11. Sick Leave for Adoption:

- A. Employees will be authorized sick leave for purposes related to the adoption of a child. Accordingly, sick leave may be used for appointments with adoption agencies, court proceedings, required travel, and any other activities necessary to allow the adoption to proceed. Additionally, sick leave may be granted for any periods during which an adoptive parent is ordered or required by the adoptive agency or by the court to be absent from work to care for the adopted child. Adoptive parents who voluntarily chose to be absent from work to bond with or care for an adopted child may not use sick leave for this purpose. Parents may use annual leave or leave without pay for these purposes.
- B. The same limitations apply in the case of adopted children, once adopted, as in the case of biological children with regard to the use of sick leave.



- C. Requests for sick leave for adoption purposes must be submitted as far in advance as possible and be supported by documentation that is administratively acceptable.

## **ARTICLE 23**

### **COURT LEAVE**

Section 1. Court leave and pay shall be granted in keeping with appropriate regulations of higher authority to an employee who is subpoenaed to act as a witness before a court on behalf of the United States Government or state or local government or who is summoned to perform jury duty in any court of law. When an employee is called as such a witness or juror, they shall immediately notify their supervisor and submit a copy of the subpoena or summons. Upon completion of service, the employee shall submit any written evidence provided by the court for the times they served as such a witness or juror.

Section 2. If an employee is excused from such service with sufficient time to enable that employee to return to duty for at least two (2) hours of the scheduled workday, including travel time, the employee shall return to duty unless granted appropriate leave by the Employer.

Section 3. If an employee receives regular pay from the government for a period of court leave, the employee will reimburse the government the amount paid by the court, except that employees may retain reimbursement for out-of-pocket expenses (e.g., mileage, tolls, and parking).

## **ARTICLE 24**

### **LEAVE WITHOUT PAY**

Section 1. An employee's request for leave without pay (LWOP) shall be submitted in writing to the immediate supervisor as far in advance as possible. The employee will receive a timely response, normally within five (5) workdays, to this request. Employee representatives elected or appointed to a Union office or as a delegate to any Union activity may apply for periods of leave, as necessary, to accept temporary Union positions or attend Union activities. Denial of an employee's request for LWOP will be entered in their 971 file. LWOP will be administered in accordance with applicable laws and regulations.

Section 2. Employees returning to duty from approved leave of absence will be granted such rights, privileges, and seniority to which they may be entitled at that time in accordance with applicable statutes and regulations.

Section 3. Employees in an approved LWOP status shall accrue all rights and privileges in respect to retirement status and coverage under the Federal Employees Group Life Insurance and Federal Employees Health Benefits Program to which they may be entitled in accordance with applicable statutes and regulations.

## **ARTICLE 25**

### **CIVIC RESPONSIBILITIES**

Section 1. Employees scheduled to work on any election day and who are eligible to vote in such an election and desire to do so, will be excused without charge to leave or loss of pay if requested as follows:

A. Employees may request up to four (4) hours of administrative leave for voting (to include travel) in connection with each Federal election day and each election event (including primaries and caucuses) at the Federal, State, and local level (county and municipal), including Federal special Congressional elections not held on the date of a Federal general election. If an employee needs less than four (4) hours to vote, they are to request only the needed amount of administrative leave.

B. Employees may be granted up to a maximum of four (4) hours per leave year for the purpose of serving as non-partisan poll workers or to participate in non-partisan observer activities at the Federal, State, and local levels. This is in addition to any administrative leave employees use for voting. Employees who require more than four (4) hours in a leave year to perform poll worker activities may request annual leave, compensatory time off, travel compensatory time off, credit hours, or leave without pay.

Section 2.

A. The parties encourage civilian employees to contribute to worthwhile charitable organizations.

B. Coercion or required dollar amounts will not be practiced by collectors.

Section 3. An employee should be excused from duty without charge to leave or loss of pay to volunteer as a blood donor. The Employer lends its wholehearted support to blood drives and encourages employees to volunteer as blood donors. Normally the maximum time excused should not exceed four (4) hours for those donating blood. Employees will return to duty after recuperating. Additional time may be approved by employee's immediate supervisor, where employees must travel long distances or where an unusual need for recuperation occurs. This section does not restrict employees from donating blood at places other than Scott Air Force Base.

Section 4. The Union may designate individuals to attend Combined Federal Campaign functions such as dinners and other gatherings.

## **ARTICLE 26**

### **EXCUSED ABSENCES**

Section 1. Employees will be granted excused absences for infrequent minor deviations in their approved work schedule for the purposes of:

A. Participating in carpools; and

B. Facilitating the employee's use of public transportation to and from work.

Section 2. Registration to vote, military training, and civic activities will be granted excused leave in accordance with applicable regulations.

Section 3. An employee may be excused from duty for not more than three (3) workdays to make arrangements for or to attend the funeral of an immediate family member who dies as a result of wounds while serving in the Armed Forces in a combat zone. Emergency leave will be granted for the death of other family members as defined in 5 CFR Part 630 and the Family Friendly Leave Act.

## **ARTICLE 27**

### **ADVERSE WEATHER AND CONDITIONS**

Section 1. This article covers situations when the Employer curtails operations due to weather conditions and other adverse conditions that pose a threat to the health or safety of employees in accordance with applicable regulations. Employees

relieved of duty pursuant to such a decision will be granted administrative leave in accordance with appropriate regulations.

Section 2. When the Employer decides during duty hours to release personnel on administrative leave, employees will be notified as promptly as possible through their respective supervisors.

Section 3. When the Employer decides during non-duty hours to operate on a reduced basis or close the installation due to adverse weather conditions, the Employer will disseminate the information to local TV stations, notification systems, social media sites, and websites.

Section 4. When the Employer decides that activities must be curtailed due to inclement weather, power failure, or other interruptions, employees considered mission essential, will be required to report or remain on duty. Supervisors of mission essential personnel, in the interest of safety, may authorize telework in lieu of reporting to duty. Non-mission essential employees who are telework ready will be expected to telework IAW their individual telework agreement. When administrative excusal is authorized at the beginning of the shift, all nonessential employees who report for work and are not telework ready will be excused without charge to leave for that portion of the shift for which excusal is authorized. All other absences will be appropriately charged IAW applicable regulation.

Section 5. When it has been determined that activities must be curtailed due to adverse conditions, mission essential employees are expected to make every reasonable effort to report for duty. If impossible for mission essential employees to report for duty, the absence will be charged in accordance with applicable regulations. Those who cannot report to duty due to these conditions will have the severity of the conditions considered before excused absence is granted or disapproved.

Section 6. The Employer will inform the Union of curtailment of operations due to adverse conditions not otherwise disseminated.

Section 7. Employees' mission essential status will be communicated to the employee and documented on their position description or Supervisor Employee Work Folder (i.e., 971 Folder).

Section 8. When the Employer curtails operations, employees on approved telework agreements which require employees to telework during adverse weather

conditions are expected to work their full duty day, unless adverse conditions preclude employees from working at the telework site.

Section 9. When the Employer curtails operations on an employee's scheduled telework day, they are expected to work a full duty day, unless adverse conditions preclude them from working at the telework site.

Section 10. In rare instances, employees may be directed to report or remain at work only under the authority of Installation Commander and when directed by the appropriate commander to sustain a specific mission.

## **ARTICLE 28**

### **POSITION DESCRIPTION AND CLASSIFICATION**

Section 1. Employees should be assigned work which is appropriate to their position description, taking into account the mission of the Employer. Normally, employees should be assigned work both appropriate to their job classification and grade level. Such assignments include utilization of proper procedural aspects such as details and temporary promotions.

Section 2. Position descriptions will be written based on the regular duties and responsibilities assigned to positions. Employees will be furnished a copy of their position description initially and as changes are made. Revised position descriptions must be submitted through the classification process. Pen and ink changes are not official until processed through the Air Force classification process.

Section 3. Each employee shall be afforded the opportunity to discuss with the Employer their position description to determine if the description is accurate.

Section 4. If an employee believes the classification (pay plan, series or grade) of their position is incorrect, they may discuss the matter with their supervisor. If the employee is dissatisfied with their classification, they may contact the Civilian Personnel Office to obtain information on how to file a classification appeal. The employee's right to full information concerning the basis for classification of their job shall not be abridged in any manner by any management official. Classification standards are available to employees and the Union by access to the OPM internet website, [www.opm.gov](http://www.opm.gov).

Section 5. Supervisors must review position description accuracy at the beginning of the annual performance cycle. If the position description is not accurate, it should be amended or rewritten to reflect the duties and responsibilities of the employee's position and processed through the AF classification process. Accuracy of a position description may be grieved.

Section 6. The Union will be furnished a copy of any bargaining unit employee's position description upon request to Civilian Personnel.

## **ARTICLE 29**

### **DETAILS AND TEMPORARY PROMOTIONS**

Section 1. A detail is the temporary assignment of an employee to a different position or set of duties for a specified period, with the employee returning to their regular duties at the end of the detail. Details of employees should be kept within the shortest practicable time limits as set forth in this Agreement, applicable regulations, and Office of Personnel Management guidelines.

Section 2. The supervisor will inform the employee of the duties to be performed. The employee may initiate a resume to include the duties performed and update in accordance with AF established procedures.

Section 3. When an employee is temporarily assigned to perform the duties of a higher-grade position for more than thirty (30) days, the employee will be given a temporary promotion to the position consistent with applicable regulations. If less than thirty (30) days, employee's 971 folder will be annotated for duties performed.

Section 4. Competitive procedures will apply to temporary promotions in excess of one hundred twenty (120) days unless allowed by OPM regulations.

Section 5. An employee who is detailed to a lower graded position, for any duration, shall receive the salary attached to their position of record.

Section 6. Employees detailed will be given instructions regarding the nature of the duties and responsibilities to be performed.

## **ARTICLE 30**

### **PROMOTIONS, PLACEMENTS, AND HIRING**

Section 1. The Employer recognizes the importance of and the benefits to be derived from providing promotional opportunities to Scott AFB employees. Therefore, consideration will be given to qualified bargaining unit employees in filling Scott AFB vacancies.

Section 2. The purpose of this Article is to ensure that all promotions, placements and hiring are made on merit basis by means of systematic, fair and equitable procedures, so that employees are given the opportunity to develop and advance to their full potential. These procedures apply to all unit positions, unless otherwise excepted.

Section 3. Fill actions will be free from favoritism, nepotism, patronage, or discrimination, and will be in accordance with OPM rules and regulations and principles set forth in Title 5 U.S.C. Section 2302

Section 4. The Employer agrees that non-job-related matters shall not be considered during the selection and promotion process.

Section 5. Promotion of employees will be made on the basis of merit. Normally, the order of considerations for filling vacancies will be as follows:

- A. Eligible entitled to priority consideration or priority placement; and
- B. Merit promotion or other appropriate sources (e.g. reassignment or reinstatement eligible).

Section 6. Nothing in this Article shall affect the authority of the Employer with respect to filling positions and making selections for appointments from (a) among properly ranked and certified candidates for promotion; (b) any other appropriate source. Rating criteria shall be based on requirements of the position description and not tailored to fit an applicant.

Section 7. To be considered for merit promotion vacancies, employees are required to apply through self-nomination. Position vacancies will be announced on the USAJOBS website. For those vacancies that require an application: (a) the announcement shall clearly state the minimum qualification requirements, whether

written tests are required, and any special requirements for the position; (b) will be posted through the closing date, for a minimum of five (5) workdays. Bargaining unit employees may register to receive online notification of vacancy announcements through USAJOBS.

Section 8. Employees will not be required to use leave for the purpose of participating in tests or interviews at Scott AFB, when such tests or interviews are required under the Employer's Merit Promotion Program.

Section 9. Upon request, non-selected candidates who were on the certificate will be informed of the reason(s) for the selection made. The selecting official shall respond to an employee's question or complaint about a specific promotion action and provide the employee with appropriate information or explanation.

Section 10. It is understood that non-selection from a properly constituted referral list may not form the basis of a grievance. However, an employee may file a grievance under the provisions outlined in this Agreement if they feel that a referral list was not properly constituted.

Section 11. A noncompetitive promotion of an employee whose position has been reclassified to a higher grade or to a position with a higher representative rate because of the addition of duties and responsibilities will be made in accordance with applicable laws and regulations.

Section 12. Employees may obtain training through Military and Family Readiness classes on resume writing and the USAJOBS application process.

Section 13. Candidates selected for Air Reserve Technician (ART) positions must meet both military and civilian qualifications for the new position. Military qualifications will be determined by the appropriate Military Personnel Office.

Section 14. The Employer will make every effort to promote, in a timely manner, employees in career ladder positions who have completed required training and have successful performance. Both parties recognize the importance to career interest and morale of employees to give promotions priority attention.

Section 15. In cases where an employee does not perform satisfactorily in a position to which promoted, the Employer agrees to consider returning the



employee, upon request, to his former (or a like) position, if the employee was promoted to his current position within the previous year.

Section 16. Employees desiring a voluntary reassignment or change to lower grade may self-nominate online for announced vacant positions or request such a reassignment through their supervisor. Employees are encouraged to first request and discuss voluntary reassignments within their own organizations.

Section 17. Unit employees who are voluntarily reassigned shall be considered at least minimally qualified for the position in which they are placed, and shall be provided orientation and training as necessary.

Section 18. As a matter of policy, the Employer should endeavor to utilize to the fullest extent the present skills of unit employees. To the extent possible, and where appropriate, the Employer should provide the opportunity for employees to enhance their job-related skill through training. This training may include, but is not limited to, on the job training.

Section 19. Except in extenuating circumstances, reassignments will be accomplished in the following manner:

- A. The supervisor will first ask for volunteers of qualified (meet mission skill set) employees;
- B. The volunteer with the highest L-SCD that meets the qualifications (meet mission skill set) will be reassigned; and
- C. If there are no volunteers, the supervisor will reassign the qualified (meet mission skill set) employee with the lowest L-SCD.

Section 20. Both parties agree that the selecting official may expand the area of consideration at any time to allow supervisors to consider and select individuals with targeted disabilities from both current employees and applicants.

## **ARTICLE 31**

### **REDUCTION-IN-FORCE, TRANSFER OF FUNCTION, OR REORGANIZATION**

Section 1. The Employer and the Union jointly recognize that occasions may arise, where adjustments of the work force may be necessary by reduction-in-force (RIF), transfer of function (TOF), or reorganization.

- A. RIF means the release of an employee from a competitive level by separation, demotion, furlough for more than thirty (30) consecutive calendar days, or twenty-two (22) workdays within one (1) year from the first day the furlough is to be effected, or reassignment requiring displacement.
- B. TOF means the transfer of the performance of a continuing function from one (1) competitive area and its addition to one (1) or more other competitive areas, or the movement of the competitive area in which the function is performed to another area.
- C. Reorganization means the planned elimination, addition, or redistribution of functions or duties in an organization or activity.

Section 2. The Employer will notify the Union as far in advance as possible of implementation of an official approved RIF, though not less than one hundred twenty (120) days prior to the proposed effective date.

Section 3. The Employer will provide the Union within five (5) working days of availability the following:

- A. The reason for the RIF.
- B. List of bargaining unit names, series, grades and organization of abolished positions for the RIF.
- C. List of series and grades for VERA/VSIP survey.
- D. Information received Air Force/DOD approval and effective date of RIF.

E. List of all bargaining unit employees' initial, amended and final RIF' placement action.

Section 4. The employees and the Union will be kept informed of RIF proceedings in a timely manner.

Section 5. Civilian Personnel Office will provide a base-wide notification of a RIF. A cut-off for submissions of all records updates will be established a minimum of three (3) weeks later. Employees will be advised to submit their records updates as expeditiously as possible and not wait for this deadline. All employees are encouraged to keep the documentation of submitted records updates to ensure corrections are completed both on time and accurately in the RIF process.

Section 6. Voluntary Early Retirement Authority/Voluntary Separation Incentive Payment (VERA/VSIP) will be offered as needed to minimize or avoid involuntary separations.

Section 7. The Employer will provide the schedule of locations and dates of retirement training offered by Federal Executive Board (FEB) in the St. Louis Area. At the time of announced RIF and/or VERA/VSIP survey window, employees will be provided the phone number to call an Air Force Personnel Center (AFPC) Retirement Specialist to receive a retirement counseling session, as well as available online resources.

Section 8. The VERA/VSIP survey window will be a minimum of seven (7) calendar days for employees to apply for consideration. Employees will have at least three (3) workdays to accept a written offer of VERA/VSIP. Once employee accepts a written VERA/VSIP offer, the employee acceptance will be irrevocable, unless the employee can provide the Employer with proof of an extreme hardship or extraordinary circumstances.

Section 9. Each VERA/VSIP approved recipient will be granted six (6) duty hours for retiring employees to complete retirement package and for resigning employees to search for other employment and to attend job interviews during the period prior to their final workday.

Section 10. The Employer will apply all RIF rules and regulations uniformly and consistently to all individuals. Employees are entitled to statutory and regulatory rights during a RIF and it is the responsibility of the Employer to protect these employees' rights, benefits, and entitlements provided by law and regulations.

Section 11. The Employer may not deny a released employee assignments rights solely because an employee on leave of absence due to a compensable injury is not physically qualified for a position when the disqualification results from the compensable injury. The Employer makes a decision on the employee's physical qualifications when the employee requests a return to duty under the restoration regulations.

Section 12. If two (2) or more employees have a tied retention standing, the tie will be broken in accordance with Article 54, Section 6.

Section 13. As of the notification date of a RIF, the Employer shall not initiate any permanent recruitments actions, pending the completion of the RIF and the exhausting of all appeals rights of employees in the bargaining unit, where such recruitment and/or promotion actions would affect the rights of such separated or downgraded employees, except for mission critical positions.

Section 14. In carrying out the RIF, management agrees to hold valid vacant positions to use for RIF to the maximum extent possible to avoid the displacement of and/or release of employees affected by the RIF.

Section 15. Employees affected by RIF will receive a sixty (60) calendar day advance written notice. If fifty (50) or more employees are projected for RIF separation, employees will receive one hundred twenty (120) calendar advance written notice. The written notice shall contain all information required by law and regulations to include their RIF appeal rights. The cut-off date for performance consideration in the calculation of retention scores in establishing retention rosters will be sixty (60) days prior to issuance of notices.

Section 16. Affected employees can print a copy of their electronic Official Personnel Folder at their worksite.

Section 17. The Employer will provide access to available agency guidance and information to employees receiving a written RIF notice. Employees may print a copy of their RIF notice as well as any applicable attachments at their worksite.

Section 18. Employees will be provided information on programs and initiatives to support them during this transition, such as the Employee Assistance Program. Employees will be granted excused absence to participate in such programs in accordance with applicable Air Force guidance.

Section 19. All affected employees may use government computers, telephones, and printer to search for employment opportunities.

- A. Employees who have received written separation notices may attend the Military and Family Readiness classes on Resume Writing and Job Search.
- B. Employees who receive a written separation notice will be granted forty (40) hours excused leave (duty time) during the notice period to search for other employment opportunities, attend interviews, and seek benefit information from organizations as outlined in Section 24.
- C. Employees who receive a written notice of downgrade will be granted sixteen (16) hours excused leave (duty time) during the notice period to search for other employment opportunities and attend interviews.
- D. Excused leave authorized in this article for employees in connection with the RIF shall be coordinated with their immediate supervisor. Requests for excused leave shall not be unreasonably denied.

Section 20. Employees transferred to a different duty station through the Priority Placement Program (PPP) will receive Permanent Change of Station (PCS) authorized entitlements within the provision of PPP and the Joint Travel Regulations.

Section 21. The Employer will provide employees who receive a written separation notice with information on State Workforce Investment Act Program Offices, which administers the Workforce Innovation and Opportunity Act, to apply for training and retraining assistance.

Section 22. All career and career conditional employees who receive written RIF separation notices shall be provided information to apply for the Reemployment Priority List for all positions in which they are qualified. The affected employees' written RIF separation notice will contain a paragraph with the heading "Reemployment Priority List (RPL)", which will include specific requirements and instructions for requesting placement on the RPL. The names of all persons eligible for RPL shall be placed on the RPL list in retention standing order.

Section 23. Employees will be provided information on available government homeowners assistance programs affecting employee homeowners who have

served or have been employed at or near military installations which the DOD has ordered to be closed or whose operations have been significantly reduced and where real estate values have declined because of the announced closure or realignment.

Section 24. The Employer will request on-site representatives from the Department of Veterans Affairs, Social Security Administration, Internal Revenue Service and Illinois & Missouri State Employment agencies to provide benefits and eligibility information for RIF projections of fifty (50) or more employee separations.

Section 25. Employees, who were downgraded as a result of the RIF, will be considered for repromotion up to their grade retention grade. An up-to-date list of employees that were downgraded as a result of the RIF will be maintained and provided to the Union as requested. The employees will remain on the list until repromoted, separated, grade retention entitlement terminates or they decline a valid offer.

Section 26. Issues not covered by this Agreement that may arise during the RIF will be negotiated between the parties.

## **ARTICLE 32**

### **PERSONNEL RECORDS**

Section 1. An electronic Official Personnel Folder (eOPF) as prescribed by the Office of Personnel Management and the Air Force will be maintained for each employee. Employees may access their OPF electronically at any time. An employee desiring a copy of their eOPF can access those records through [eopf.gov/usaf](http://eopf.gov/usaf).

Section 2. If an employee does not have computer access and desires to review eOPF, such appointment may be scheduled with the CPO. Additionally, a Union representative may accompany the employee, or may be authorized in writing to represent the employee at such meeting.

Section 3. An employee may submit documents for inclusion in their eOPF through the myFSS website (<https://myfss.us.af.mil>) by searching “OPF”.

## **ARTICLE 33**

### **EQUAL EMPLOYMENT OPPORTUNITY**

Section 1. The Employer and the Union agree to cooperate in providing equal opportunity in employment for all qualified persons and to promote the full realization of equal employment opportunity through a continuing affirmative action program under applicable laws and implementing directives.

Section 2. Any Employer representative, who has authority to take, direct others to take, recommend, or approve any personnel action, shall not with respect to such authority discriminate against any employee:

- A. On the basis of race, color, religion, sex, age, or national origin, as prohibited in Section 717 of the Civil Rights Act of 1964 (42 U.S.C. 2000e-16).
- B. On the basis of age, as prohibited under Sections 12 and 15 of the Age Discrimination in Employment Act of 1967 (29 U.S.C. 631, 633a).
- C. On the basis of sex, as prohibited under Section 6(d) of the Fair Labor Standards Act of 1938 (20 U.S.C.206(d)).
- D. On the basis of handicapped condition, as prohibited under section 501 of the Rehabilitation Act of 1973 (29 U.S.C. 791).
- E. On the basis of marital status or political affiliation, as prohibited under any law, rule or regulation

Section 3. During the first quarter of the fiscal year, the Employer will provide the Union an annual report depicting the work force profile by grade, series, race/national origin and sex (R/N/S) in each category.

Section 4. The Union may submit nominees for collateral duty Equal Employment Opportunity (EEO) Counselors to Chief, Equal Opportunity.

Section 5. The President of the Local and the Equal Opportunity Officer will meet as often as deemed necessary relative to discrimination issues. Requests for such

meetings should include the subject matter to be discussed including the issues involved when appropriate.

Section 6. The Union may appoint one member to the EEO Committee or any committee under EEO auspices, which would not include committees where management deliberations are undertaken concerning management rights.

Section 7. Unit employees who feel they have been discriminated against have the right to discuss their complaint with an EEO Counselor and may file a formal complaint in accordance with existing regulations. An employee must contact an EEO Counselor within forty-five (45) calendar days of the alleged offense. In addition, the employee will be advised that they may choose to have a personal representative when filing a formal complaint. The EEO Counselor will, as they find it necessary, meet with the complainant in relative privacy.

## **ARTICLE 34**

### **EMPLOYMENT OF INDIVIDUALS WITH DISABILITIES**

Section 1. The Employer will ensure that in those cases where an employee can no longer perform the essential duties of their position based on disability every effort will be made to reassign the employee first within their current organization then to another organization in a vacant position for which they are qualified. It is recognized that in some cases, a brief period of training may be required. Every effort will be made to accommodate the employee's disability including modifying qualification requirements where authorized.

Section 2. An employee requesting reasonable accommodation for a disability must provide medical documentation describing the disability and the needed accommodations. The documentation must indicate if the request is for a permanent or temporary condition, and if temporary, the request must be revalidated every six (6) months.



## **ARTICLE 35**

### **PERFORMANCE EVALUATION**

Section 1. Employee appraisals will be accomplished under the provisions of the applicable appraisal system. Any subsequent changes to these instructions will be negotiated between the parties. Employees in the DoD Civilian Acquisition Workforce Personnel Demonstration Project (AcqDemo) may refer to Appendices A and B for all aspects of the appraisal, ratings, and contribution-based awards.

Section 2. All evaluations of performance will be applied in a fair and objective manner. An employee's signature on an evaluation, where signature is provided for, indicates only that an evaluation has been received and does not indicate an employee's agreement or disagreement with the evaluation.

Section 3. The Employer will discuss with the employee his performance evaluation prior to making it a part of the employee's record. The beginning of the appraisal period will commence on 1 April of each year and run through 31 March of the following year. In order to be assigned a rating of record, an employee must have performed in the official position for ninety (90) days or more during the appraisal period and be appraised against the elements of a performance plan. If an employee has not worked at least ninety (90) calendar days against an approved performance plan during the appraisal period, the appraisal period will be extended until the ninety (90)-day requirement has been satisfied.

Section 4. Within thirty (30) days of the start of the new performance cycle, the supervisor will discuss performance elements and standards with the employee, for the upcoming appraisal year.

Section 5. The employee has a right to grieve all aspects of his performance evaluation. However, a performance-based grievance may not be filed concerning the identification of job elements, the establishment of performance standards, and decisions to grant or not grant a performance award or quality step increase (QSI) IAW Article 47, Section 6. If a grievance challenging the rating of record is approved, and the rating of record increases, then the employee will be eligible for any monetary and/or time off award commensurate with that rating of record.

Section 6. To maintain a high-quality civilian workforce and encourage employees to strive for top performance, supervisors should act as soon as they notice a

performance problem or a decrease in the level of an employee's performance; The Employer will counsel employees in relation to their overall performance on an as needed basis and when the employee's performance drops below a satisfactory level. Each employee will receive at least one (1) feedback during the course of the year, near the mid-point of the performance cycle. Performance counseling sessions will be documented in the MyPerformance system.

Section 7. If the employee's performance has not risen to an "acceptable" level within a reasonable amount of time, the supervisor will conduct a review and issue a written Performance Improvement Plan (PIP). Employees will be given a minimum of sixty (60) calendar days to improve performance, except when it is determined that a longer period is necessary to provide sufficient time to evaluate performance. The PIP will include the following:

- A. The element of the performance plan for which the employee's performance is unacceptable;
- B. How performance is unacceptable; and
- C. Specifics as to what the employee must accomplish to obtain "acceptable" performance.

The supervisor must help the employee improve performance during the PIP. Help should include closer supervision and counseling, personal demonstration, supervisory, or peer counseling, frequent reporting, special assignments, and on-the-job training.

Section 8. Management is encouraged to provide the foregoing process to probationary employees; however, it would not preclude management from effecting removal of the probationary employee.

Section 9. If the rating official changes or departs during the rating period, documentation of performance discussions and other pertinent and appropriate information will be transferred to the new rating official via the 971 file.

Section 10. When ratings are changed as a result of a complaint or grievance, the rater or authorized designee will complete a new form. The new form will not reference the reason for the change. The old form will be shredded.

## **ARTICLE 36**

### **TRAINING AND DEVELOPMENT**

Section 1. The Employer will provide opportunities to employees to attend career development training and cross training when funding is available. Such opportunities will be based on the best interest of the Department of the Air Force and on the interest of the employee; but in no instance solely for the benefit of the employee. Special emphasis will be given to training which would qualify employees with potential for other positions in the event of displacement, including displacement by virtue of automation or handicapped status.

Section 2. Supervisors will provide necessary on-the-job orientation and/or formal training to assist an employee newly assigned to a permanent position or RIF'd to a different position.

Section 3. Union Participation: Proposed employee training and development policies and procedures to be established within the administrative authority of the Employer, will be subject to review and negotiation of impact with the Union prior to publication and implementation.

Section 4. Training and Development:

A. Completion of an Individual Development Plan (IDP) is mandatory for all civilian employees. Supervisors and employees should utilize IDPs to identify training and development opportunities for employees, such as tuition assistance, management development courses, and assignments.

B. Employees may state their desire to opt out of developmental opportunities within the IDP. IDP training and examples are available on the OPM website.

Section 5. Retraining: When advance knowledge of the impact of pending changes in function, organization, and mission is available, it shall be the responsibility of the Employer to plan for retraining of career employees involved, whenever possible. Upon request, the Employer will negotiate the impact of officially approved changes with the Union.

Section 6. Special tours of duty of not less than 40 hours may be established by the supervisor for off duty educational purposes to permit an employee to take one or more courses, related to current and anticipated needs of the Air Force, in a college, university, or other educational institution. The administration of these special tours of duty will be in accordance with applicable guidance.

Section 7. When employees timely apply for training courses, they will be notified prior to the start of a course of their selection or non-selection.

Section 8. The Employer agrees to provide employees such in-house and off-the-base training as may be consistent with existing and projected management's needs, available resources, and regulatory guidelines.

Section 9. Employees will not be responsible for expenses associated with approved training courses which are required in the performance of the employee's position.

## **ARTICLE 37**

### **TRAVEL**

Section 1. Any scheduled Temporary Duty (TDY) assignment, which is directly under the specific control and authority of the Employer will, to the extent possible, be scheduled to provide for the employee to travel during the normal workweek of the employee. Employees will be paid for travel in accordance with the Joint Travel Regulation (JTR).

Section 2. Unless restricted by mission requirements, when an employee is assigned to TDY, CONUS they may take their privately owned vehicle (POV) subject to cost benefit analysis and appropriate approval authority.

Section 3. Unit employees who travel by aircraft in the performance of temporary duty assignments will travel by commercial air except where regularly scheduled passenger military aircraft flights are available or where commercial air does not provide service. Employees who may be required to travel on other than commercial air will be provided advanced written notice and are encouraged to check with their private insurance carrier regarding coverage (e.g. life, health, and mortgage).

Section 4. Employees will not be required to travel without receiving approved travel orders. Government travel rules and regulations are available in Defense Travel System.

Section 5. Hours spent in travel status on days off or outside duty hours will be compensated for in accordance with applicable law.

## **ARTICLE 38**

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

Section 1. Environmental Differential Pay (EDP) will be paid in accordance with 5 CFR 532.511. General Schedule employees will be paid hazardous duty pay in accordance with 5 CFR 550, Subpart I.

Section 2. Except under special circumstances, assignments to perform hazardous duty will be equitably distributed when possible amongst qualified employees. First consideration will be given to employees within the organizational element where hazardous work is normally performed. Rosters will be maintained by supervisors to ensure the fair and equitable distribution of EDP and Hazardous Duty Pay. The rosters will be made readily available to employees and Union representatives.

## **ARTICLE 39**

### **SAFETY AND INDUSTRIAL HYGIENE**

Section 1. The safety of the employees in the workplace on Scott Air Force Base promotes and improves the efficient administration of federal service. The Employer is responsible for providing a safe and healthful workplace in accordance with OSHA standards.

Section 2. The parties will cooperate as a team in a continuing effort to avoid and reduce the possibility of and/or eliminate accidents, injuries, and health hazards in all areas under the Employer's control.

Section 3. Union representatives shall have direct liaison with the safety offices. The representatives will be given notification of pending safety inspections and will be permitted to participate with ground safety personnel on these inspections. The Union may call to the attention of the Employer conditions in a work area

which it considers to be a potential hazard to the health or safety of employees. The Union will be kept abreast of any inspections of safety mishaps.

Section 4. Employees will be furnished with adequate, appropriately maintained safety equipment and foul weather gear where necessary to include, but not limited to, safety foot ware, safety glasses (including prescription ground glasses), gloves, coveralls, rubber boots, rain gear, and parkas, etc. Employees will provide eye prescriptions from their doctor if they require safety glasses in accordance with the Agreement. Employees will wear/use safety equipment furnished by the Employer when required. Reasonable attempts to budget for safety items will be made before less essential items.

Section 5. Employees will have access to toilet facilities as near to the work site as is reasonably possible.

Section 6. No employee shall be required to work in areas where an employee has a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures.

Section 7. Employees will not be required to use equipment which has been condemned or evaluated as unsafe or perform work which is contrary to published or accepted safety practices. The Employer and the Union agree that the provisions of Air Force Occupational Safety and Health Standards (AFOSH) will be adhered to.

Section 8. The Union's representatives to the safety committee may attend locally sponsored safety training conducted for committee members and organizations' safety representatives. Other Union representatives may request this training if practical to promote a safe work environment. Union representatives may also request official time for health and safety training conducted in the greater St. Louis area. Such requests shall be evaluated by the Employer, and approved if they are in the parties' mutual interests and do not duplicate what is available locally.

Section 9. Employees will be allowed adequate cleanup time prior to the close of their shift. The time allowed for cleanup cannot be specifically defined as to meet all situations.

Section 10. Locker space will be furnished by the Employer at or near the work area when the employee is required to change clothing due to the work assignment. Employees will be held responsible for tools that are not locked up after the shift, unless instructed by the supervisor to leave the special tools at a work site. The employee will not be requested to leave personally issued hand tools at the work site. If instructed by the supervisor that the incoming shift must utilize the same tools, the following shift or supervisor will sign for the tools. The employee is responsible for assuring secure storage of the tools issued to him; however, the Employer is responsible for providing the means for the employee to securely store tools issued to them.

Section 11. The Safety Office shall investigate reported safety hazards, inform responsible parties, and, if appropriate, initiate actions to correct the hazard as required by laws and regulations.

Section 12. In case of on-the-job injury, the Employer will obtain emergency treatment at the nearest medical facility or a medical facility of the employee's choice.

Section 13. Employees, who as part of their duties, must operate government vehicles over public roads, highways, or interstates, shall not be required or voluntarily permitted to physically operate a vehicle without relief in violation of applicable laws or regulations.

Section 14. Where standards or guidelines are not the same, the Employer will abide by the OSHA, Environmental Protection Agency (EPA), or Air Force standards or guidelines that offer the most protection for employees.

Section 15. The Employer agrees as a matter of safety and as a measure of employee protection to give particular attention to the application of common sense and good safety practices in the pursuance of work associated with the type of functions illustrated below:

- A. Sewage plant operation, including work performed in sludge/lift stations.
- B. High pressure boiler operations. The Employer agrees to provide for staffing in accordance with applicable AFIs and AF directives.
- C. All work performed out-of-doors.

D. All spraying operations.

Section 16. Physical Examinations. Employer will maintain a program of physical examinations consistent with Department of Air Force standards for an occupational health service program. When scheduled for occupational health examinations, employees will be present at the appropriate time and date. If unable to be present at the designated time and date, supervisors will cancel/reschedule the appointment, as appropriate.

Section 17. The Employer will make every effort to maintain the indoor working environment at work areas. If the Employer is unable to maintain an indoor working environment where the temperature allows employees to effectively perform the mission, the Employer will make appropriate accommodations. Such accommodations may include administrative leave, reassignment to another work area, extended breaks, telework, relief/reduction of duties, or turning off heat producing machinery/equipment. Where administrative leave is appropriate, supervisors shall expedite requests for approval to appropriate authorities.

Section 18. Except as required by emergencies or mission essential operations, during extreme cold weather conditions, the Employer will attempt to provide inside work to employees. Employees who are required to perform outside duties during extreme cold weather conditions will periodically be allowed to seek shelter.

Section 19. The Employer shall comply with all applicable laws and regulatory requirements in the letting of contracts for the abatement of asbestos and other fibrous material. The removal will also be done using the EPA, OSHA, and AF rules, regulations, and guidelines that offer the best protection for impacted employees.

Section 20. Employees comfort and safety will be taken into consideration when purchasing computer monitors, printers, and associated equipment.

Section 21. Occupational safety and health standard responsibilities:

- A. Employees are expected to comply with occupational safety and health standards, orders, and regulations applicable to their positions.



B. Employer shall maintain an occupational safety and health committee in accordance with regulations. Minutes of these committee meetings will be maintained and made available to employees upon request. The Union will be provided a copy on an automatic basis.

Section 22. When an employee is required to work in confined spaces which present a known hazard likely to cause imminent serious physical harm, another employee shall be assigned to work there, or controlled communication shall be maintained.

Section 23. The Employer shall give due consideration to health and safety factors when assigning employees to work in remote areas.

Section 24. The Employer will give due consideration to the qualifications and/or training of an employee before requiring the employee to repair or adjust moving or operating machinery.

Section 25. When an employee sustains an injury, the injured employee or someone on their behalf, will report the circumstance to the employee's immediate supervisor. If the employee needs to be sent to a medical facility, the supervisor will provide the employee a completed CA-16 to provide to the medical facility. An AFPC Injury Compensation Specialist will be available at 1-800-525-0102 to aid the medical facility and the employee with any questions. The employee will need to complete injury compensation claim forms by accessing <https://www.ecomp.dol.gov>. The employee can contact the number above for assistance in completing the online forms.

## **ARTICLE 40**

### **SMOKING AND TOBACCO PRODUCTS**

Section 1. The Union and Employer recognize that individuals have the right to have an environmentally sound work environment, which includes the right to smoke-free conditions. As such the parties agree that there will be no smoking in Scott AFB vehicles, motorized equipment, or buildings. Smoking will be permitted only in designated smoking areas and/or in private vehicles.

Section 2. The Union and Employer recognize that individuals have the right to choose to smoke and to use tobacco products.

Section 3. The Employer will provide smoking cessation classes on a space available basis to those individuals who are interested in such a program. If otherwise in an official duty status, the employee will be allowed one (1) on base smoking cessation course on duty time.

Section 4. Individuals chewing and dipping must do so in a designated smoking area and must dispose of the residue in a sanitary manner.

Section 5. Electronic cigarettes (e.g., e-Cigs, vaping, etc.) are considered a tobacco for the purposes of this section. The restrictions set forth for smokers include those who smoke and/or use electronic cigarettes.

## **ARTICLE 41**

### **PARKING**

Section 1. Unit employees will be provided parking near their work areas. Parking is subject to change and while it is recognized by the parties that any subsequent proposed changes to these instructions will be negotiated between the parties, temporary changes may be made with short notice for security and/or safety reasons.

Section 2. Parking spaces will be provided for handicapped employees in close proximity to their working areas.

Section 3. Employees temporarily disabled can obtain from a medical official authorization for a temporary handicap parking placard.

Section 4. The Union will have three (3) reserved parking spaces. The three (3) existing parking spaces will remain in their present location. The Union's reserved parking spaces will be clearly marked as "Reserved Parking NAIL". The Union will be given three (3) placards/signs which will enable them to park in spaces designed for visitors, customers, government vehicles, and carpools while in the performance of officially authorized Union activity.

Section 5. Union officers and ADR panel members shall be allowed to park in reserved parking areas when in an area on official business. This shall not include parking in spaces reserved for the handicapped, unless the individual is otherwise entitled, and high-ranking individuals. The individuals shall display a sign in the windshield stating that the individual is parking there on official business.

## **ARTICLE 42**

### **CIVILIAN DRUG TESTING**

Section 1. Testing Designated Positions (TDP) will be governed by as controlled by Federal Court decisions. Upon request to the Drug Demand Reduction Office, the latest Department of Health and Human Services (HHS) guidance for selection of Testing Designated Positions will be sent to the employee. The Union will be notified of any proposed change of drug testing designation for bargaining unit employees.

Section 2. If an employee believes that his position has been incorrectly included as a test designated position, they have thirty (30) workdays from the date of the notification to submit a grievance. The Notice of Drug Testing as a Condition of Employment will be signed and dated by the employee. The employee can print a copy of the signed notice from eOPF.

Section 3. All documentation signed by the employee associated with the drug testing program will be provided to the employee, upon their request.

Section 4. Random drug testing letters issued to the employee requiring signature regarding the drug testing program will have the following statement added to all documentation underneath the signature block of the employee. "A signed copy will be provided to the employee."

Section 5. Upon request to the Drug Demand Reduction Office information on the drug testing process will be provided to employees and the Union.

Section 6. An employee directed for testing will be granted necessary duty time to participate in the collection process.

Section 7. Upon request, a bargaining unit employee will be granted Union representation during the collection process. Union Representatives are present, except for the actual specimen collection and will in no way interfere with the collection process.

Section 8. Upon the request of the employee, the Employer will provide transportation to and from the drug testing collection site, rehabilitation sessions, and all other appointments associated with the rehabilitation process if the facilities are on the premises of Scott Air Force Base and is not within walking distance.

Section 9. Bargaining unit employees who have previously notified, arranged, and been approved for leave by their supervisor will be excused from testing that day, unless there is sufficient duty time remaining to perform test.

Section 10. When a disabled bargaining unit employee is directed/selected for drug testing, an accommodation will be made based on the individual employee's need at that time. The accommodation will ensure that the employee will be able to provide a sample without undue hardship. Additional time may be granted at the Drug Demand Reduction Program Manager (DDRPM) discretion.

Section 11. Upon the request of the employee, the employee may use the specimen ID number in lieu of social security number.

Section 12. Bargaining unit employees directed or selected for a drug test will be permitted to provide urine sample in private. Bargaining unit employees who are suspected of altering, tampering, or substituting the sample will be observed by a trained observer of the same gender.

Section 13. Bargaining unit employees may submit medical documentation to justify as valid proof to the use of prescribed drugs to the Medical Review Officer (MRO).

Section 14. Bargaining unit employees whose tests have been confirmed positive will be notified by the MRO. Employees will be provided a written notice to report for assessment and referral services. This notice includes consequences if they decline the referral for counseling/rehabilitation or fail to complete the counseling /rehabilitation process.

Section 15. Appropriate disciplinary action related to a positive drug test result will not be considered until the MRO is satisfied the test results are verified and validated.

Section 16. The employee may use leave for treatment and counseling.

Section 17. When a reasonable suspicion test is conducted, the employee will be provided supporting documentation used to justify the suspicion test and the report that shows the results of the drug test, upon the request of the employee.

Section 18. Employees will be subject to testing for evidence of illicit drug use, based on the circumstances of an accident or safety mishap, if the employee's

supervisor has reasonable suspicion that any employee's conduct may have caused or contributed to an accident or safety mishap involving personal injury that requires emergency medical treatment, a fatality, or at least \$5,000 in property damage. If needed, supervisors should consult organizational medical and safety experts in determining when these thresholds have been met.

Section 19. Reasonable suspicion is a specific and fact-based belief that an employee has engaged in illicit drug use and that evidence of illicit drug use is presently in the employee's body, drawn from specific and particularized facts, and reasonable inferences of facts. The testing may be based on a reasonable suspicion of illicit drug use on or off duty.

## **ARTICLE 43**

### **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

Section 1. The EAP is a service that helps civilian employees find solutions to alcohol or drug abuse problems as well as other personal, emotional, family, or financial problems. The Employer agrees to utilize its existing EAP to aid employees with drug and alcohol abuse problems and create an overall awareness of its availability to the workforce. There is no charge for EAP consultations. Depending on the nature of the problem, employees may be able to take part in on-base classes, assistance programs, or support groups free of charge. However, employees are responsible for any costs associated with off-base assistance programs.

Section 2. The parties agree that any referral to EAP attempting to identify a drug/alcohol problem and/or subsequent rehabilitation sessions is non-disciplinary in nature and employees are strongly encouraged to participate fully in the interview/rehabilitation process. The parties recognize that the program is designed to deal forthrightly with the problem at an early stage when the situation is more likely to be correctable.

Section 3. The following principles are agreed upon:

- A. Drug and alcohol abuse are health problems, which can be diagnosed by medical authorities only. Supervisors must be able to describe the employee's behavior to the counseling staff, but should not attempt to diagnose or draw conclusions.

- B. Records of identity, diagnosis, prognosis, or treatment are privileged information, which may be disclosed only as outlined in Air Force and OPM directives.
- C. The Employer and Union are concerned with an employee's use of alcohol only when it results in an employment-related problem and not with the employee's private decision to use alcoholic beverages when not on duty.
- D. The Employer and Union are concerned with the employee's use of drugs when it results in an employment related problem or illegal activity.

Section 4. Unit members whose performance or conduct is adversely affected by drug or alcohol abuse will be offered the opportunity for rehabilitation. The parties agree that referral to EAP does not preclude appropriate actions to address conduct, performance, or security concerns.

Section 5. Use of leave under the program: Employees undergoing a prescribed program of treatment will be granted excused absence in accordance with Air Force guidance.

Section 6. The Employer agrees that no unit employee will have his job security or promotion opportunities jeopardized by making such a request for professional assistance or referral, except as limited by laws and applicable regulations which relate to position sensitivity. The Employer further agrees that unit employees with problems of alcohol abuse or drug abuse will receive the same consideration and offer of assistance that is extended to other employees having any other illness or health problem.

## **ARTICLE 44**

### **FITNESS FOR DUTY EXAM**

Section 1. Medical interviews and medical examinations will be conducted in strict compliance with appropriate procedures and the law.

Section 2. The employee may have a representative of his choice at an interview or examination.

Section 3. When the employee's presence is required, they may have a representative (approved by the Union) at the meeting convened to discuss the employee's situation.

## **ARTICLE 45**

### **PHYSICAL FITNESS ACTIVITIES**

Section 1. Employees may participate in regular Physical Fitness Activities (PFA) up to a maximum of three (3) hours per week. The time must be in blocks that are one and a half (1.5) hours or less (in increments of fifteen (15) minutes). Only one (1) block of time per day is authorized and unused time from previous periods can't be banked. Specific times for participation in physical fitness activities will be dictated by mission requirements and approved in advance.

Section 2. Employees wishing to participate in this local program must submit to their supervisor a "Request for Approval of Administrative Leave & Memorandum of Understanding for Physical Fitness Activities" form along with a doctor's statement from their primary physician certifying that physical fitness activities are permitted with/or without limiting conditions. The doctor's statement should include language such as:

- A. "Employee's Name" is physically able to participate in a physical fitness program which they have selected without limitations, or
- B. "Employee's Name" is physically able to participate in a physical fitness program which they have selected with the following limitation of \_\_\_\_\_.

Section 3. Employees are restricted to on base facilities for PFA during in-office days during duty hours. They are permitted to use off base facilities for PFA during telework days.

Section 4. PFA should address cardiovascular, aerobic endurance, muscular strength and endurance, flexibility, and body composition. PFAs that are considered aerobic; the heart rate should be elevated into the age and physical condition-specific training zone for at least twenty (20) minutes.

- A. Some examples that are acceptable for PFA are walking, jogging, biking and free weights, general calisthenics, structured exercises such as spinning, aerobics and core training.
- B. Golfing, bowling and softball are not examples that raise the heart rate nor are they considered acceptable examples of PFA. The aforementioned examples will not be authorized for the PFA and are just a few examples of what is not considered acceptable exercises for the PFA.

Section 5. Each absence will be recorded on the time sheet with the appropriate code for administrative leave (LN) along with the remark “Physical Fitness.”

Section 6. PFA time is all inclusive to consist of traveling to and from PFA site, time changing into and out of PFA clothes, showering and/or cleaning up after the PFA. Physical fitness periods cannot be combined with authorized breaks, but may be done in conjunction with the lunch period. This does not mean that an employee gets additional time for lunch if they combine physical fitness time with their lunch hour.

Section 7. Supervisors may restrict or change PFA time to meet mission or duty related requirements. Employee will not challenge such a decision unless arbitrary or capricious.

Section 8. Employee does not have to report to duty location before PFA if performed at the beginning of employee’s duty day or report back to duty location after PFA if performed at the end of the employee’s duty day.

Section 9. Employees normally do not earn overtime, comp time, or credit time on days they use fitness leave.

Section 10. Supervisors may terminate or suspend an employee’s use of the PFA program for disciplinary, performance issues, or work exigencies.



## **ARTICLE 46**

### **DISCIPLINARY AND ADVERSE ACTIONS**

Section 1. The parties agree that disciplinary and adverse actions will be taken for such cause as will promote the efficiency of the service and will be supported by a preponderance of the evidence. Disciplinary actions will be initiated only after a preliminary investigation or inquiry indicated that such action is proper.

Section 2. Disciplinary and adverse actions will be accomplished on a timely basis.

Section 3. Disciplinary actions such as a suspension of an employee for fourteen (14) days or less, letter of reprimand, oral admonishment, or other informal actions are grievable only through the negotiated grievance procedure.

Section 4. When the supervisor counsels an employee and documents their records with a derogatory comment, which could be used for any future adverse or disciplinary action, the employee will have five (5) workdays to initial the entry.

Section 5. Oral admonishments will be removed from a unit employee's 971 file within a period not to exceed one (1) year and written reprimands will be removed from a unit employee's 971 file within a period not to exceed eighteen (18) months of the effective date of the discipline. Upon the request of the disciplined employee, the supervisor will consider removing the entry after a lesser period of time. However, in all instances such entries will remain for a minimum of six (6) months, unless removed as a result of a grievance. The Employer will give due consideration to all factors involved when imposing discipline, including the gravity and frequency of the offense, the existence of mitigating circumstances, and the employee's prior record.

Section 6. An employee's off-duty misconduct may be subject to disciplinary/adverse action when there is a nexus between that misconduct and promoting the efficiency of the service. Further, disciplinary actions related to conduct would not serve as a basis for determinations related to performance evaluations unless such conduct meaningfully affected employees job performance.

Section 7. Derogatory entries other than those referenced in Section 5 shall be removed from an employee's file after a period of one (1) year unless a

disciplinary action is pending or after they are no longer needed to support a disciplinary action.

Section 8. An employee against whom a suspension of fourteen (14) days or less is proposed is entitled to:

- A. An advance written notice stating the specific reason for the proposed action;
- B. A reasonable time, not less than seven (7) workdays, to answer orally and/or in writing and to furnish affidavits or other documentary evidence in support of his reply;
- C. Be represented by the Union; and
- D. A written decision and specific reasons therefore at the earliest practicable date.

Section 9. For purposes of this Article, the term “adverse action” applies to:

- A. A removal;
- B. A suspension for more than fourteen (14) calendar days;
- C. A reduction in grade;
- D. A reduction in pay; and
- E. A furlough of thirty (30) days or less. A furlough is defined as a temporary non-pay status and absence from duty required by the Employer because of a lack of work or funds or for other non-disciplinary reasons.

Section 10. An employee against whom an adverse action is proposed is entitled to:

- A. At least thirty (30) calendar days advance written notice stating the specific reasons for the proposed action, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment

may be imposed or in the event of a furlough due to unforeseeable circumstances as provided for by law;

- B. Not less than seven (7) workdays to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer, except such an opportunity to reply is not required for a furlough due to unforeseeable circumstances as provided for by law;
- C. A written decision and the specific reasons therefore at the earliest practicable date; and
- D. If appeal is made to the Merit System Protection Board, the employee may have a representative of his choosing, and notice of appeal rights.
- E. Adverse actions may only be appealed to the Merit Systems Protection Board.

Section 11. The Employer will inform the employee in the decision letter of grievance/appeal rights.

Section 12. The employee will receive two (2) copies of all evidence relied upon for the disciplinary or adverse action. The employee shall provide a copy to their designated representative.

## **ARTICLE 47**

### **NEGOTIATED GRIEVANCE PROCEDURE**

Section 1. A grievance is defined as any complaint:

- A. By a unit employee concerning any matter relating to the employment of the employee;
- B. By the Union concerning any matter relating to employment of unit employees; or
- C. By any unit employee, the Union or the Employer concerning:
  - 1) The effect or interpretation, or a claim of breach of this agreement; or

- 2) Any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

Section 2. The Employer and the Union recognize and endorse the importance of bringing to light and resolving grievances in a prompt manner. The parties agree that the expeditious settlement of grievances at the lowest possible level is in the best interest of the government service. This procedure is designed to provide an ethical, orderly, and equitable means for resolving grievances.

Section 3. Unit employees covered by this agreement may present a grievance which may be adjusted with or without Union representation at the grievant's discretion. However, the Union shall have the right to have its representative present at the adjustment. This right to individual presentation does not include the right to take the matter to arbitration, unless the Union agrees to do so. Grievances filed outside the requisite timelines is automatic grounds for denial

Section 4. This negotiated grievance procedure is the sole procedure available to unit employees for resolving covered matters.

Section 5. Grievances contesting a suspension of fourteen (14) days or less may be filed at the final step of the Negotiated Grievance Procedure by the affected employee within ten (10) workdays after receipt of the decision letter

Section 6. A unit employee may be represented by the Union or may handle his own grievance; however, the Union will be given the opportunity to be represented at all formal discussions between management officials and the Employer and employee concerning such grievances, and at the appropriate time, to make the Union's views known. The Union's right to have a representative present does not extend to informal discussions between an employee and a supervisor. However, if such discussions lead to consideration of possible modifications of personnel policies or other matters to which the Union is entitled to be a party, decisions on such matters will not be made by management officials of the Employer until the Union representative is given the opportunity to participate in the discussion. Such decisions will not conflict with the Agreement.

Section 7. The following are excluded from coverage of this grievance procedure:

- A. A claimed violation of prohibited political activities;

- B. Retirement, life insurance, health benefits, and matters under the auspices of the Office of Worker's Compensation Program, U.S. Department of Labor;
- C. A suspension or removal under 5 U.S.C. 7532, national security;
- D. Any examination, certification, or appointment of candidates for Federal employment;
- E. The classification of any position which does not result in the reduction in grade or pay of an employee;
- F. An allegation or complaint of discrimination based on race, color, religion, sex, age, national origin, marital status, political affiliation, or handicapping condition;
- G. Non-selection for promotion from a group of properly ranked and certified candidates;
- H. Allegations of mismanagement;
- I. Separation during probationary period;
- J. Matters appealable to the Merit System Protection Board (e.g., suspensions of more than fourteen (14) days and removals);
- K. A proposed action;
- L. Non-adoption of a suggestion;
- M. The content of published agency policies and regulations;
- N. Management's decisions to employ a Reduction in Force, Voluntary Separation Incentive Pay (VSIP), or Voluntary Early Retirement Authority (VERA);
- O. Performance-based matters concerning identification of job elements and/or the establishment of performance standards;

P. Decisions to grant or not grant a performance award or quality step increase (QSI);

Q. The decision by either party to not extend the time limits of the grievance procedure;

R. An issue previously decided and directly related to an earlier grievance brought by the employee; and

S. Matters not directly related to the employee filing the grievance.

Section 8. Grievances may be initiated by: (a) employees (either singly or jointly), (b) the Union, or (c) the Employer. Any grievance filed by the Union should specify as to whether it is a Union grievance or a grievance filed on behalf of employee(s) and will not proceed until clarified.

A. When identical or similar grievances are submitted by more than one (1) employee, normally only one (1) grievance will be processed under this procedure, and the disposition of that grievance will be the disposition of all such grievances. The results of the decision will be applied to all parties affected by the decision. In the event identical grievances are filed, any such grievance will be processed individually upon the grievant's request.

B. Regardless of Union membership, employees shall not be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation, or established agency policy.

An employee or group of employees in the unit may be represented by themselves or only by the exclusive Union, in filing a grievance under the negotiated procedure.

Section 9. Reasonable official time will be granted aggrieved unit employees and the appropriate Union representative to investigate and prepare grievances, if otherwise in an official duty status. Official time will be granted to present a grievance through this negotiated grievance procedure.

Section 10. Once a grievance has been accepted for processing under this grievance procedure, failure of the aggrieved employee or the Union to comply

with any applicable time limit will terminate further consideration of the grievance except as otherwise provided within this Agreement.

Section 11. A grievance by the employee shall be filed within ten (10) workdays of the incident or learning of the incident being grieved except for extenuating circumstances such as an unavoidable or an authorized absence of the aggrieved. Should extenuating circumstances preclude adherence to the above stated time constraints, written reasons will be submitted with the grievance.

Section 12. Employee grievances:

Employee grievances shall be processed as follows:

Step 1. An employee shall first take up his grievance with his first level supervisor. The employee may choose to have a Union representative. The following shall be specified in writing:

- A. The basis for the grievance;
- B. The date of the incident (or learning of the incident) being grieved; and
- C. The corrective action sought.

Should either party so desire, a meeting shall be held to discuss the matter(s) grieved. Such meeting will take place within ten (10) workdays of receipt of the grievance and a representative for each party may be present. The first level supervisor shall make a reasonable effort to resolve the grievance and will render his written decisions or findings/conclusions to the employee within five (5) workdays of the date the employee submitted the grievance or the date of the grievance meeting, whichever is later. Only one (1) representative from either party will attend grievance meetings unless previously arranged.

Step 2. If the grievance is not satisfactorily settled following the supervisory response in Step 1, and the employee wishes to pursue the grievance further, the grievance then must be presented within seven (7) workdays, in writing along with any reply received to the Step 1 grievance, to the next higher level supervisor. The written grievance must specify the nature of the grievance and the personal relief desired. Should either party so desire, a meeting shall be held to discuss the matter(s) grieved. Such meeting will take place within seven (7) workdays of receipt of the grievance and a representative for each party may be present. The

supervisor will provide a written answer to the employee and the Union within seven (7) workdays after the date the employee submitted the Step 2 grievance or the date of the grievance meeting, whichever is later. Only one (1) representative from either party will attend grievance meetings unless previously arranged.

Step 3. If the grievance is not settled at Step 2, the grievant may, within seven (7) workdays after receipt of the Step 2 reply, forward the written grievance, including a copy of all replies received from the Employer to the grievant's third level supervisor (or appropriate level supervisor in the chain of command). The grievant shall specify the issues not satisfactorily resolved in Step 2. A meeting may be held within seven (7) workdays of receipt to discuss the grievance, at the discretion of the deciding official. If such a meeting is held, only one (1) representative from either party will attend the grievance meeting unless previously arranged. Within seven (7) workdays of receipt of the written grievance, or, in the event a meeting is held, within seven (7) work days of the meeting, the Employer will issue a final written decision.

#### Section 13. Employer grievances:

Employer grievances shall be filed in writing with the Union President within ten (10) workdays of the incident or learning of the incident being grieved except for extenuating circumstances such as an unavoidable or authorized absence of the aggrieved. The grievance shall specify the basis for the grievance and the corrective relief sought. A meeting shall be held to discuss the grievance within five (5) workdays of receipt of the grievance. The President shall issue a written decision within fifteen (15) workdays of receipt of the grievance. Only one (1) representative from each party will attend the meeting, unless previously arranged.

#### Section 14. Union grievances:

Union grievances shall be processed as follows:

Step 1. Union grievances shall be filed with the Squadron Commander/Division Chief or next appropriate level within ten (10) workdays of the matter grieved or ten (10) workdays of the Union becoming aware of the matter grieved. The written grievance will identify the matter grieved and the relief sought. The parties will meet within seven (7) workdays to discuss the grievance. The Squadron Commander/Division Chief or next appropriate level will provide a written decision within seven (7) workdays of the meeting.



Step 2. If the Union is not satisfied with the decision, the Union may file the grievance with the Director, Group Commander, or next appropriate level within seven (7) workdays of the receipt of the written decision. The parties will meet within seven (7) workdays to discuss the grievance. The Director, Group Commander, next appropriate level, or designee will provide a written decision within seven (7) workdays of the meeting

Section 15. Alternate Dispute Resolution (ADR) Procedure:

- A. If the grievance is advanced through the ADR procedure, it must go through the Union and be submitted within seven (7) workdays of the Step 1 decision or after Step 3 decision if a suspension of fourteen (14) days or less.
- B. The ADR procedures may be utilized for any matters that are grievable in accordance with the Agreement language on what is grievable.
- C. The dissatisfaction will be submitted to a panel of four (4) evaluators, two (2) management and two (2) Union, who will hear evidence and make a binding decision.
  - 1. Within five (5) workdays of the request to take an issue to ADR, each party will submit to the other a list of four (4) impartial evaluators for each case.
  - 2. Within ten (10) workdays of the request to take an issue to ADR, the parties will strike two (2) from the list received.
  - 3. Within fifteen (15) workdays of a request to take an issue to ADR, each party will submit to the other a list of witnesses who will testify during the proceedings.
  - 4. ADR packets will be made available to the Union for pick up from CPO three (3) workdays before the scheduled ADR meeting. Additional witnesses cannot be called to testify without express consent from both parties.
  - 5. Union officer/stewards and Civilian Personnel Specialists may not

serve on the panel. Additionally, neither party may testify during the proceedings.

6. The evaluators will vote to sustain the action or to change it. The parties will accept the Panel's decision. A locked vote will serve as the only basis from the ADR process for the grievance being submitted to an arbitrator in accordance with Article 48 of the Collective Bargaining Agreement. Failure to invoke arbitration sustains the decision.
7. Union representative may be present when grievant goes before the panel. When a Union representative is present, a CPO specialist may also be present, and vice versa. Neither party will discuss the ADR proceedings outside the hearing room, while in session, other than the grievant with their Union representative

Section 16. Grievances not resolved through the provisions of this Article may be referred to arbitration by either the Union or Employer, in keeping with Article 48, Arbitration.

Section 17. The parties agree to consider the use of the Federal Mediation and Conciliation Service (FMCS) grievance mediation services.

- A. Grievance mediation must be requested within seven (7) workdays following the final decision in the grievance procedure. Grievance mediation, if used, must be by mutual consent. Neither party is obligated to use this service, nor shall the voluntary, mutual consent to use the service limit a party's right to invoke arbitration at a later date.
- B. If the parties agree to use grievance mediation, they must submit a joint, signed request, asking for FMCS assistance. Such request will be made with the understanding that grievance mediation is an informal process intended as a supplement to and not a substitute for the arbitration process.
- C. If grievance mediation is used, it shall be conducted at the discretion of the FMCS and that the parties agree to follow its guidelines, which entitle a grievant to be present at the mediation conference.

- D. The Mediator has no authority to compel resolution of the grievance. If the grievance is not settled during the mediation process, the matter may proceed on to arbitration. Nothing said or done by the parties or the Mediator during mediation can be entered as evidence or used against them during any subsequent arbitration proceedings.
- E. FMCS, and the Mediator appointed by the Service to conduct the mediation conference, will be held harmless for any claim of damages arising from the mediation process.

## **ARTICLE 48**

### **ARBITRATION**

Section 1. In the event a grievance processed through the negotiated grievance procedure is not satisfactorily settled, the matter may be submitted to arbitration. Arbitration may only be invoked by the Employer or the Union. Arbitration must be invoked within ten (10) workdays of receipt of a final grievance decision, grievance mediation, or a locked vote of an ADR panel. Upon receipt of the written notice from the party invoking arbitration, the responding party will have ten (10) workdays to provide written notice of grievability/arbitrability issues, if any, to the party invoking arbitration.

#### Section 2.

- A. Within fifteen (15) workdays of the respondent's receipt of the request for arbitration, the party invoking arbitration shall request the FMCS to provide a list of seven (7) impartial persons qualified to act as arbitrators. The party invoking the arbitration will initially pay the appropriate FMCS administrative fee for arbitrator listings. This fee will be split if there is a split decision by the arbitrator. If the arbitrator's decision results in a losing party, this fee will be paid by that party. The parties shall meet within ten (10) workdays after receipt of the list of arbitrators, unless delay is mutually agreed upon. The Union and the Employer will each strike out one name from the list and then shall repeat the procedure. The remaining name shall be the selected arbitrator. A flip of a coin will decide which party strikes first.

B. In the alternative, the parties may jointly agree on an arbitrator without requesting a list from FMCS.

Section 3. If either party refuses to participate in the selection process the other party may select an arbitrator. This selection may be made within ten (10) workdays after timeframes in Section 2A have expired.

Section 4. Grievability and arbitrability issues, if unresolved, will be handled as threshold issues at arbitration. Grievability and arbitrability issues must be raised in writing not later than ten (10) workdays after arbitration is invoked, as set forth in Section 1 of this Article.

Section 5. The fee and expense, if any, of the arbitrator shall be borne by the losing party. The arbitrator shall determine the losing party. If there is a split decision in which neither party can be designated as the losing party, the costs shall be borne equally. The arbitration hearing will be held on the Employer's premises during the regular day shift hours of the basic work week (Monday-Friday). All participants in the hearing shall be in a duty status, if otherwise scheduled to work during the hearings. Consistent with mission needs, the Employer will make every effort to schedule shift workers required to participate in the arbitration hearing to the appropriate day shift of the hearing.

Section 6. The arbitrator will be requested to render his decision as soon as possible after the date of the hearing, but in any event no later than thirty (30) calendar days after the conclusion of the hearings, unless the parties otherwise agree. If both parties agree, the dispute may be decided upon written submissions only.

Section 7. The parties will in good faith attempt to define the issue(s) and agree on a joint submission to be sent to the arbitrator in advance of the hearing. If agreement cannot be reached, each party will submit their issue(s) to the arbitrator, who will then determine the final wording of the issue(s).

Section 8. The Employer and the Union agree that prior to arbitration the parties will exchange lists of proposed witnesses and a short description of the expected testimony of each of the listed witnesses and a list of exhibits with the exhibits attached. Employer exhibits will be sequentially numbered and Union exhibits will be sequentially lettered. The above referred items will be exchanged at least

five (5) working days before the date of arbitration. For the purposes of rebuttal additional witnesses and exhibits may be added during the hearing.

Section 9. Either the Union or the Employer may file exceptions to an arbitrator's award in accordance with law and regulation.

Section 10. If an employee prevails, they will be entitled to back pay as provided in 5 U.S.C. 5596.

Section 11. No arbitrator shall have the power to add to, subtract from, disregard, alter, or modify the contract terms contained in this Agreement.

Section 12. The expense of a transcript will be borne by the party or parties requesting the transcript.

## **ARTICLE 49**

### **UNFAIR LABOR PRACTICE (ULP)**

The party intending to file an Unfair Labor Practice (ULP) charge shall provide advance notice to the other party prior to filing a formal written charge with the Federal Labor Relations Authority. Before either party files a formal ULP charge, the parties will meet within five (5) workdays of receiving the advance notice in an effort to resolve the issue.

## **ARTICLE 50**

### **618 AOC/MOBILITY OPERATIONS DIRECTORATE**

Section 1. This Article refers to and outlines bidding procedures for Flight Managers (FMs), Diplomatic Clearance Specialist (DCSs), and Flight Planners (FPs) work centers.

Section 2. Bidding Seniority List (BSL):

A. There will be three seniority lists established for respective work center based on the following:

“A” list will be comprised of employees hired on or before 23 November 2016, based on leave service computation date (L-SCD).

“B” list will be comprised of employees hired after 23 November 2016, based on civilian service computation date (C-SCD).

“C” List will be comprised of employees onboarded within their respective work center as of the date of the execution of this CBA, based on hired date within that work center.

Employees who transfer between work centers will automatically go to the C list of respective work center. In the case of multiple employees with the same hire date ties will be broken based on the C-SCD seniority then in accordance with Article 54, Section 6.

- B. In the bidding process the scheduler will first use the A list until its exhausted, then the B list until it is exhausted, then use the C list to complete the bidding process. The three (3) lists constitute the BSL.
- C. When an employee transfers overseas and exercises return rights to the same work center, they will be placed on the bidding seniority list they were on prior to transfer.
- D. Personnel in on-the-job (OTJ) training, in a paid, nonduty status, or in an indefinite suspension status will not participate in the bidding process.
- E. Vacancies occurring out-of-cycle: When supervision determines a shift imbalance has occurred it will be filled by offering the open shift line to all employees on all shifts. The volunteer employee with the highest BSL standing that meets the mission’s skill set, will be given the vacant line. Their line will then be offered and filled in the same manner. This will continue until there are no volunteers to fill the vacant line or management determines the shifts are adequately balanced. If there are no volunteers, then the supervisor will select the employee with the least BSL standing that meets the mission skill set.
- F. If an employee is approved a reasonable accommodation to work a certain shift the employee will be assigned the final line remaining after completion according to BSL for the shift for which the request applies or their BSL line, whichever is higher. If the accommodation is approved outside the bid

cycle management will make suitable accommodations until the next shift bid.

### Section 3. FM Biannual Shift Bidding Procedures:

- A. Management will provide a draft schedule to the Union for coordination and concurrence. The bidding process for FMs will begin in January with Union notification for the March bid, for shifts beginning the first pay period in April. The process will begin with Union notification in July for the September bid, for shifts beginning the first pay period in October.
- B. The final line schedule and blank bidding sheet will be emailed to all FMs at least one (1) week prior to the start of the shift bid. The expected target for minimum manning is to allow at least four (4) FMs to have leave on each shift each day. The expected target for minimum manning for the two (2) days before and two (2) days after the calendar dates of Thanksgiving and Christmas is to allow up to six (6), but no more than 50%, of the FMs to have leave on each shift each day. This percentage will be based on the number of employees assigned to work that day and shift before leave is considered. Before the bid is finalized, bid rules will be used to determine priority in the event the L-SCD are the same. Ties will be broken per Article 54, Section 6. After the bid is finalized, annual leave request will be approved at management discretion on a first come first serve basis.
- C. FMs will bid for shift assignments using their BSL standing. The first block will consist of FMs with BSL standing (1-30), the second block will consist of BSL standing (31-60) and the third block will be those with BSL standing (61-remainder). FMs in the first block may begin submitting their bids at 1100 local on the first day of bidding and close at 0800 local on the second day of bidding. The scheduler will tabulate the bids and post them to the schedule. The scheduler will also review the updated schedule with a Union Steward, if requested. At 1100 local the second day of bidding, the scheduler will publish the results of the first round to the shared drive and also email a copy of all FMs. Bidding for the second block of FMs (31-60) will begin at 1100 local on the second day of bidding and close at 0800 local on the third day of bidding. The bid results will then be posted to the schedule, reviewed with a Union Steward if requested, emailed to the FMs, and posted to the shared drive. Bidding for block three (61-remainder) will

begin at 1100 local on the third day of bidding and close at 0800 local on the last day of bidding. When bidding is closed for the last block of FMs, the bids will be tabulated and posted to the schedule. FM management and a Union Steward will review and approve the updated schedule, if requested. The scheduler will post the final bid results to the shared drive at 1100 local on the last day of bidding. The new schedule will be posted on the shared drive NLT 1500 local.

D. Bidding will not begin until all FMs on leave, TDY, etc. are notified by their supervisor and arrangements made for them to participate in the bidding process. FMs on leave, TDY, or their SDO who cannot submit their bids at the appropriate time, will provide a shift Union Steward and supervisor with a digitally signed copy of the completed bid sheet via email. When that FM's block comes up for bid, the Union Steward or supervisor will submit a bid for the FM to the scheduler. FMs, who do not wish to participate in the FM shift schedule bidding process, will send an email (stating they will not submit a bid) to their supervisor, a copy to the FM scheduler org mailbox, and a copy to one of the shift Union Stewards. FM's, who do not submit a bid during their allotted time slot will go to the very end of the entire bidding order. After completing their bid, FM's will check the updated schedule on the shared drive to verify the line they bid is posted correctly. Any FM who believes there is a discrepancy in the schedule should immediately contact a Union Steward or scheduler to resolve the issue. Personnel in on-the-job (OJT) status will not participate in the bidding process.

E. Eight (8) hours day bids will occur after the bid is complete and the results are posted. Eight (8) hour days will be bid by BSL standing. The schedule supports a maximum of four (4) people a day, per shift, that will be scheduled for an eight (8) hour workday.

#### Section 4. DCS and FP Biannual Shift Bidding Procedures:

A. A The Employer will provide a draft schedule to the Union for coordination and concurrence. The bidding process will begin on 1 July with Union notification for the bid starting 15 August for shifts starting the first pay period in October. The bidding process will begin 1 January with Union



notification for the bid beginning 15 February for shifts starting the first pay period of April.

- B. The Employer will send the new schedules to all employees for the schedules that become effective the first full pay period of October and the first full pay period of April, respectively at least a week prior to bid start.
- C. Bids shall be submitted via email in sequential order, starting with the employee with the highest BSL standing and work its way down to the employee with the lowest BSL standing.
- D. A copy of the proposed schedule will be provided in the email, and will include all shifts available. Names of employee who selected shifts in sequential order will be made available to the next employee on the list.
- E. Each employee shall be allowed two (2) duty days to respond with their choice of shift. If an employee is on leave or TDY additional time will be allotted for the employee to respond with their selected bid upon return to duty.

## **ARTICLE 51**

### **FIREFIGHTERS**

Section 1. Assistant Chiefs for Operations will determine distribution of Kelly Days (KD) on their respective shift to ensure proper levels of both military and civilian expertise is maintained at all times.

Section 2. Crews will be allowed to use fire department vehicles for eating purposes on base when mission permits with the Assistant Chiefs approval.

Section 3. Opportunities for training will normally be provided and a list posted so that employees may volunteer. The Chief and Assistant Chiefs will make their final selection.

Section 4. Firefighters may utilize the training room to hold meetings with the senior fire official's permission. Representatives may utilize the Fire Department's phone system for official business. Representatives will have the shift's senior fire official's permission before making any calls off Scott AFB.

Section 5. Annual physical examinations will be given in accordance with NFPA 1582 standard on occupational health and safety.

Section 6. Physical Exercise Program. Time will normally be provided during the hours of 0900 and 1625 for a maximum of one hour for total participation in a fitness program designed to meet the requirements of the Air Force Firefighter Fitness and Wellness program. Employees are encouraged to participate after 1625 hours when circumstances preclude their participation during the time allotted. All employees are expected to participate each duty day, with the exception of holidays. Firefighters will be issued gym clothing annually, at no cost to the employee, to be used strictly for participation in the fitness and wellness program. Gym clothing will consist of, but not limited to, the following: T shirts and shorts (2), sweatshirt (1), and sweatpants (1). These items of clothing will normally bear the Scott Fire Fighters Logo.

Section 7. Firefighters will receive the maximum amount allowable by law annually on their anniversary date each year for clothing allowance. Firefighters onboarded prior to 31 March 2023 will have their clothing allowance paperwork submitted each November. Payment procedures will be in accordance with applicable Air Force guidance.

Section 8. The basic hours of work are 0730 to 0730. The traditional tour of duty is one hundred forty-four (144) hours consisting of six (6) alternate twenty-four (24) hour shifts in each pay period. If changes in this tour of duty are necessary, the Union will be provided the opportunity to negotiate over the proposed changes except in emergencies.

- A. An employee schedule will consist of two sections performing 48 on/48 off tours utilizing a Kelly day rotation that ensures that each employee assigned work consists of six twenty-four (24) hour shifts during a pay period that will equal one hundred forty-four (144) hours.
- B. Firefighters in periods of absence on sick leave in excess of forty-eight (48) consecutive work hours may be required to provide medical documentation to support such an absence upon return to duty.

Section 9. Employees will be allowed to trade time with supervisor approval. The employee's request will be in writing to protect the parties. All requests will be maintained by the Assistant Chiefs.

Section 10. Crew Chiefs may be rotated into the Station Captain's position in the Station Captain's absence in order to obtain experience and education for upward mobility purposes.

Section 11. Fire Department Union representatives will be allowed one (1) reserved parking space in the area where management personnel park.

Section 12. All efforts will be made to return firefighters to full duty as expeditiously as possible. For work related injuries, at the request of the employee a temporary reassignment may be considered during the duration of injury so long as there are vacancies for which the employee is qualified. In such cases the employee's duty hours will be limited to what is typically required of the temporary reassigned position

## **ARTICLE 52**

### **POLICE OFFICERS**

Section 1. The Employer shall provide an organization website that will be comprised of all policies, instructions, rules, directives, and references alluded to in any official publication pertaining to the administration, guidance, authorization, or operations of the employee. The Employer will maintain a pass on library on the organizational website for the police officers.

Section 2. The Employer shall make reasonable efforts to provide and maintain safe working conditions. The Union will cooperate with the Employer's efforts and encourage employees to work in a safe manner, bringing to the Employer's attention through the supervisory chain of command, any unsafe work practices, equipment, or conditions.

A. No employee shall be required to operate unsafe and faulty equipment. In the event that an employee reports to his immediate supervisor that an assignment will endanger the employee's health and/or is unsafe, the supervisor shall investigate and determine the validity of the allegation. The

Employer shall take all necessary actions to correct or remedy any unsafe work practices, equipment or conditions.

- B. If the supervisor has any doubt as to the safety of the work situation outside what is typically expected to fall within the scope of police officer duties, the supervisor shall request the assistance of the responsible safety representative, who shall inspect the job site along with the supervisor to ensure that it is safe before requiring the employee(s) to perform the work. If the employee has a serious doubt that an unsafe condition continues to exist subsequent to the determination made by the supervisor, the matter may be referred to the Union and senior supervision, both of whom shall confer with an installation safety representative.
- C. In the event of a reported safety or health concern reported by the employee, the employee health and safety representative shall be informed, along with a Union representative.

Section 3. When performing law enforcement duties, patrol vehicles shall be clearly marked with the appropriate insignia and markings delineating patrol vehicles as law enforcement vehicles. These patrol vehicles shall be equipped with appropriate strobe lighting, light bars, and hardwired installed two-way radios. Unmarked vehicles may be used as loaner vehicles during vehicle maintenance, for security patrols or work exigencies.

Section 4. Notification of Change of Shift Hours.

- A. In the event of a permanent change of duty shift, the Employer shall ensure that every employee is advised of the intention to change the shift and provide a final schedule showing the days and hours of each shift. Once these provisions have taken place, the employees shall automatically initiate shift bidding. The Employer shall provide all provisions prior to thirty (30) calendar days of the permanent change of shift to employees. The employee has the right to waive the 30-day requirement if agreed to by both the employee and management.
- B. The Employer shall make all resources, equipment, and training available to all shifts equally during their respective duty hours. In the event there is a change of any scheduled event (e.g., special duty assignment, training,

commander's call, formation, proficiency live fire) outside the employee's regularly scheduled workdays and hours, normally notice shall be given to the employees fifteen (15) calendar days prior to the schedule change. Schedule change will be in accordance with unit or installation mission training requirements or as outlined in employees Position Description. The employee has the right to waive the 15-day requirement if agreed to by both the employee and management.

- C. If a change of schedule is made during the current pay period, the employee will continue the premium or receive increased pay entitlements in accordance with OPM regulation.

Section 5. Normal shifts for employees assigned to flight operations consists of either eight (8)-hour, ten (10)-hour, or twelve (12)-hour shifts. The Employer reserves the right to implement mandatory overtime rules as necessary, as allowable by law. It is understood by all parties, that temporary modifications to shift scheduling may be necessary in the event of emergency or increased security posture.

Section 6. In any circumstance whereby an employee is requested or required to return to duty to attend a function, perform a task, or be present outside the normally scheduled duty hours, the employee shall receive a minimum of two (2) hours overtime pay, regardless of any other pay considerations. If further time is necessary for completion, subsequent accrual shall also be at the overtime rate.

Section 7. When the Employer requires a medical examination of an employee, the Employer shall assume all responsibility for the costs. Generally, exams shall be scheduled during the employee's normal duty hours. Employees who cannot receive an exam during normal duty hours may receive applicable overtime/compensatory time. In such circumstances, the Employer will be notified ahead of time.

Section 8. The Employer shall consider an employee request to attend the funerals of Police Officers and Military Personnel on a case-by-case basis. Where the Employer determines that such presentation is in the best interests of the Air Force,

employees detailed to attend such funerals will be in an official duty status and in full dress uniform, (i.e., long sleeved shirt and tie).

Section 9. Employees who have completed one year of service will have their annual uniform replacement allowance submitted the month prior to their anniversary. Police Officers onboarded prior to 1 February 2023 will have their clothing allowance paperwork submitted each December. Payment procedures will be in accordance with applicable Air Force guidance.

Section 10. Employees wear their primary (tactical) uniform when performing duties. Duty uniforms will be worn in accordance with Air Force Guidance. Optional items may be worn if authorized by the supervisory police officer program manager and/or the Defense Force Commander. The Employer will be responsible for providing these items for each employee.

Section 11. The Employer shall provide each employee with a new custom-fitted concealable ballistic vest. The vest will be reissued once every five (5) years or prior to the manufacture expiration date.

Section 13. The Employer based on availability of funds shall consider employees' requests to attend training and certification events pertinent to law enforcement duties as are available. This may include in-house, locally off-site, and TDY professional training and certification.

Section 14. Employee Union representatives shall be allowed one (1) reserved parking space.

Section 15. Employees may utilize the training room to hold meetings with the Employer's permission. Representatives may utilize the Employer's phone system for official business. Representatives shall have the Employer's permission before making any calls off Scott AFB.

Section 16. A Labor-Management Committee (LMC), consisting of representatives from both parties, will meet on an as needed basis. The purpose of this joint committee is to advocate effectiveness and working condition improvements, examine enhancement implementations, and resolve problems such as: logistics, training, and health and safety.

Section 17. Employees shall have the right, in good faith, to refuse to carry out an order, which is unlawful. Before taking disciplinary or adverse action against an employee for refusing to carry out an order, the legality of which has been called into question, the Employer shall give the employee the opportunity to identify the statute or regulation violated and discuss the issue with the employee.

Section 18. The employer may elect to present retiring employees a retired duty shield decommissioned contingent on funding.

Section 19. Employees must pass an annual medical examination and annual physical fitness/physical agility test, meet established hearing standards and discern colors, contrast, and depth as required in Air Force guidance.

Section 20. Employees must maintain a valid driver's license and be able to operate all Security Forces vehicles and installed equipment.

Section 21. Police Officers are required to obtain duty position evaluations (DPEs) within the first two years of graduating a federal law enforcement training academy (FLETA). Annual recertification is required for applicable DPE following initial certification.

## **ARTICLE 53**

### **FRAUD, WASTE, AND ABUSE**

Any employee who suspects a case of fraud, waste, and abuse is encouraged to report the situation to his chain of command or the Inspector General (IG). The numbers listed below are for informational purposes only and were valid at the time this contract was approved. Reporting agencies and additional phone numbers are available through various media (e.g. bulletin boards, base publications, and internet sites).

375 AMW Inspector General	(618) 256-4744
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Office Special Investigation Scott AFB	(618) 256-5473
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Air Force Hotline	(800) 538-8429
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DoD Hotline	(800) 424-9098
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U.S. Office of Special Counsel Hotlines:

- |                                     |                |
|-------------------------------------|----------------|
| 1. Prohibited Personnel Practices   | (800) 872-9855 |
| 2. Whistleblower Disclosure         | (800) 572-2249 |
| 3. Political Activity (“Hatch Act”) | (800) 854-2824 |

## **ARTICLE 54**

### **GENERAL PROVISIONS**

Section 1. The parties support the Standards of Conduct and Code of Ethics for civilian personnel.

Section 2. Child Development Center privileges will be granted in accordance with appropriate regulations.

Section 3. All data and information furnished the Union shall be furnished free of charge.

Section 4. Civilian employees at Scott Air Force Base shall have the privilege of participation in accordance with laws and regulations in all programs in which civilian membership is afforded and that are sponsored or endorsed by the base.

Section 5. The Employer agrees that copies of the Agreement and any further amendments thereto will be posted on all bulletin boards.

Section 6. When it is necessary to break a tie in a SCD per the terms of this Agreement, ties will be broken by adding the last four digits of employee’s social security number. Highest total score prevails.

Section 7. Unit employees who desire to obtain a copy of their 971 file may have a copy upon written request. The employee will receive a copy within seven (7) workdays of the written request. Normally, only a first line supervisor will make entries in the 971 file. The employee may review their files at a mutually convenient time.

Section 8. There will be no charge to leave or loss of pay for the necessary time for grievances and appeals. Travel, food, lodging, and other incidentals involved with hearings of any kind away from Scott Air Force Base, IL that involve bargaining unit personnel will be borne by the Employer.



Section 9. Where it does not conflict with safety, fire, and electric codes, bioenvironmental health and is not cost prohibitive, management will place microwave ovens in authorized break rooms where an interest is shown by bargaining unit employees.

Section 10. The Employer agrees to provide assistance to employees where they might be required to carry or move heavy articles.

Section 11. Overpayments to unit employees should be waived in accordance with appropriate regulations when the overpayment was through no fault of the employee.

Section 12. Clean and adequate eating facilities will be furnished by the Employer, as close as reasonably possible to the work site, for the utilization of employees during the lunch period where the employees may eat and relax. Employees will not be required to work during their lunch break without compensation.

Section 13. To the extent not prohibited by law or Comptroller General Decision, the Employer will pay for all licenses that are required for the employee to do their job, (e.g., FAA Dispatch Licenses). The Employer will normally provide formal or OJT for the employee to acquire any needed licenses, certificates, and certifications. The Employer will only require a license if required for the employee to do their job.

Section 14. Where immunizations are required in an employee's position description as a condition of employment, an exception may be requested for medical, religious, and/or administrative reasons. When an employee has appropriate medical documentation to indicate that they may be medically exempt from receiving any of the required immunizations, the supervisor or his designee, will provide information to the employee on how to apply for an exemption and will assist in the coordination thereof.

Section 15. Civilian employees may volunteer to participate as a gate ID checker when an assigned organization is responsible for morning gate duty. Organizations should have no more than 25% of their gate ID checkers as civilian employees. If more civilian employees volunteer than needed, SCD will be used to determine which volunteer will be chosen. Civilian employees will immediately report injury or sudden illness to the onsite supervisor. Civilian employees must be compensated for the time spent checking IDs at the gate by adjusting work schedule, credit hours, compensatory time, or overtime.

Section 16. Clean Air Act Emission Compliance. To comply with the Clean Air Act and AFI 32-7040, Air Quality Compliance and Resource Management, employees will register and self-certify in the Employee-Vehicle Self-Certification and Reporting System (ECARS) that their vehicle that they drive on Scott AFB has been tested to meet vehicle emission compliance. Employee will be provided one (1) hour of excused leave for a vehicle testing. The cost of the emission testing will be the employee's responsibility.

## **ARTICLE 55**

### **DISTRIBUTION OF AGREEMENT**

Section 1. The Employer will furnish electronic copies of this Agreement and any amendments or supplements to all current employees and to new employees at the time of hire. An electronic copy and twenty-five (25) extra paper copies will be furnished to the Union each contract term. The final contract will be made available to all bargaining unit employees on the Scott AFB internet website.

Section 2. While the Agreement is being printed, an electronic draft copy will be provided to the Union.

Section 3. The Agreement will be printed on standard 8 ½ inch by 11 inch paper, and will have a spiral binding. The cover will be mutually agreed upon.

Section 4. The parties will conduct joint orientation sessions on the Agreement. The sessions will last no more than two (2) hours, to include a question-and-answer period.

## **ARTICLE 56**

### **DURATION OF AGREEMENT**

Section 1. This Agreement shall remain in full force and effect for a period of four (4) years from the date of DoD approval or from the 31st day after execution, whichever is sooner. This Agreement shall be renewed automatically for additional periods of one (1) year, unless either party gives written notice of its desire to amend, renegotiate, or terminate this Agreement.

Section 2. Should one of the parties choose not to extend the Agreement but rather renegotiate a new Agreement, the following shall apply:

- A. No earlier than one hundred five (105) nor less than sixty (60) days prior to the scheduled expiration date of this Agreement, the party wishing to renegotiate the Agreement shall inform the other party of its desire to do so.
- B. The party desiring to renegotiate the Agreement (moving party) shall provide an electronic copy of its proposed contract along with its request to renegotiate to the responding party.
- C. The party receiving the request to renegotiate shall submit counter proposals/proposals to the moving party within forty five (45) days of the receipt of the request to negotiate.

Section 3. The parties may reopen the Agreement at any time by mutual consent and/or to amend when required by changes in law. Before reopening, the party wishing to reopen will submit to the other party at least thirty (30) days prior to the desired reopening date, an agenda stating the reasons for reopening and the changes that are desired.

Section 4. The parties may submit five (5) proposals at the eighteen (18) month point of this Agreement. This will be accomplished in normal day to day mid-term bargaining.

Section 5. This Agreement will remain in full force and effect during the renegotiation or reopening of the said Agreement and until such time as a new Agreement takes effect.

## **ARTICLE 57**

### **GROUND RULES**

Section 1. The below ground rules shall govern the conduct for negotiations. Conditions and requirements established by these ground rules may be waived by mutual consent of the parties.

Section 2. Meeting Place:

- A. CBA: Negotiations will rotate between an Employer facility, Scott Air Force Base, Illinois and a Union Facility, Scott Air Force Base. Suitable space will provide social distancing protocols IAW Federal, State, DoD, and/or AF requirements. The rotation schedule will be: first week at the Employer

designated facility, second week at the Union facility and alternating as such until an agreement is signed. Location changes will be mutually agreed upon.

- B. Regular/Other: The parties will meet at a location (either an Employer facility or Union facility) that is the most convenient upon mutual agreement. Suitable space will provide social distancing protocols IAW Federal, State, DoD, and/or DAF requirements. Alternatively, and upon mutual agreement, the parties may conduct negotiations either telephonically or via email.

### Section 3. Dates/Time of Negotiations:

- A. CBA: Upon mutual agreement, negotiations will begin the third Monday of the month following final proposal exchange between the parties as identified in Article 56, Section 2. The parties will meet Monday thru Thursday, from 8:30 a.m. 4:30 p.m., including a one (1) hour, non-paid lunch period, with the exception of Federal holidays. Future negotiations weeks, if needed, will be on each third monthly basis, beginning on the third Monday of the month. Upon mutual agreement, the negotiation schedule can be adjusted accordingly to avoid conflicts with annually planned, extended leave during the holidays (i.e., Thanksgiving, Christmas, etc.).
- B. Regular/Other: Upon mutual agreement, negotiations will be held Monday through Friday during normal duty hours (8:30 a.m.- 4:30 p.m.).

### Section 4. Negotiation Teams:

- A. CBA: The Employer will determine the number of members on its negotiating committee and so notify the Union at least twenty-one (21) calendar days before the scheduled start of negotiations. The Union will be entitled to an equal number of members on official time on its negotiating committee which includes one national bargaining representative. Alternates may be used in the absence of any individual designated as a member of either negotiating committee. The parties will notify each other of their respective team members fourteen (14) calendar days before the scheduled start of negotiations. Changes to team members inside 14 days, due to circumstances beyond the parties' control, are acceptable when mutually agreed upon.

- B. Regular/Other: The Employer will determine the number of members on its negotiating team. The Union will be entitled to an equal number of members on official time on its negotiating team. Alternates may be used in the absence of any individual designated as a member of either negotiating committee. The parties will notify each other of their respective team members 24 hours before the scheduled start of negotiations.

#### Section 5. Duty Time:

- A. CBA: Employees of the Agency will be on official time. Prior to the start of CBA negotiations, eight (8) hours of official time will be authorized for each Union team member, Alternate and Subject Matter Expert to prepare for these negotiations. Once negotiation sessions begin, Union team members in the bargaining unit will be authorized 32 hours a week of official time during the week of negotiation sessions until negotiations are complete. Union negotiations team members shall request official time through the Labor Officer, or designee, who will coordinate the release from duty on official time those Union officials pursuant to these ground rules. Team members are entitled to the pay and benefits that they would have received were they not involved in negotiations.
- B. Regular/Other: Employees of the Agency will be on official time.

#### Section 6. Records:

- A. CBA: Each party is responsible for keeping its own record of negotiation sessions. Joint records will be kept as necessary. It is agreed that verbal or video recording devices shall not be allowed during these negotiations.
- B. Regular/Other: It is agreed that recording regular/other bargaining sessions is not necessary.

#### Section 7. Agreement:

- A. CBA: When both parties agree on the contents of a section/article during negotiations, the section/article will be initialed by the parties. A section/article once agreed upon may be reopened by mutual agreement of both parties. An article initialed/agreed upon is not governing and does not prevent negotiations on other articles.
- B. Regular/Other: With the exception of memorandums of agreement/understanding, the parties recognize that a formal written

agreement is not necessary. In those circumstances, a verbal or email agreement will suffice.

#### Section 8. Caucus:

- A. CBA: The parties may caucus as needed to facilitate the negotiations process. The party requesting a caucus will be allowed to use the negotiation room in privacy for this purpose. Each party will give an estimate of the time needed for the caucus. If estimate is 30 minutes, each party will call a designated member of the other negotiating team at least 15 minutes prior to returning to the negotiations.
- B. Regular/Other: The parties may caucus for a reasonable amount of time as needed to facilitate the negotiations process. The party requesting a caucus will be allowed to use the negotiation room in privacy for this purpose.

#### Section 9. Impasse and Disputes in Negotiability:

- A. CBA: When it has been determined that an agreement cannot be reached on any article, the item shall be laid aside. After disposition of all items on which agreement can be reached, the parties shall attempt to come to an agreement on any items not previously resolved. If after such efforts either party concludes that an impasse or negotiability dispute exists, the impasse or negotiability dispute shall be resolved per Statute, utilizing the Federal Labor Relations Authority (FLRA) or the Federal Mediation and Conciliation Service (FMCS)/ Federal Service Impasses Panel (FSIP) as appropriate.
- B. Regular/Other: When it has been determined that an agreement cannot be reached on an issue, either party may request assistance from the FMCS/FSIP.

#### Section 10. General Provisions (CBA Only):

- A. The Employer will provide the Union an electronic link or file of the unsigned typed agreement within ten (10) workdays of completion of negotiations for review prior to final signing. The parties will sign the agreement after it has been reviewed and, if necessary, corrected. The executed agreement will be immediately transmitted for Agency Head review. The agreement will become effective not later than 31 days later after execution by the parties. If disapproved by the Agency Head, the

agreement will not become effective and will be returned to the parties for renegotiations/correction and/or filing of a negotiability appeal.

- B. Initialed proposals are not effective until all articles have been resolved and initialed and the agreement in its entirety is signed by both parties and the agreement has been reviewed and approved per the Statute.
- C. After Agency Head approval, the 375th Air Mobility Wing Commander, Scott AFB and President of NAIL Local 19, will, conduct a ceremonial signing of the Collective Bargaining Agreement (CBA). The Union will receive one original signed copy and the Employer will maintain another original signed copy.

## APPENDIX A

### 763 SCONS CONVERSION TO ACDEMO MOA

#### MEMORANDUM OF AGREEMENT (MOA)

ON

CONVERSION INTO AND PARTICIPATION IN THE ACQUISITION DEMONSTRATION (ACQ DEMO) PROJECT  
NAIL LOCAL 19 SPECIFIC TO POSITIONS ASSIGNED TO AIR FORCE INSTALLATION CONTRACTING  
CENTER/KM AND 763 SPECIALIZED CONTRACTING SQUADRON AND SUCCESSOR UNITS

1. The National Association of Independent Labor (NAIL Local 19), hereafter referred to as the Union, and Employer hereby enters into this MOA as it applies to NAIL Local 19 bargaining unit employees (BUEs) assigned to positions within the AFICC/KM and 763 SCONS organization and serviced by the Scott Air Force Base Civilian Personnel Office.

2. This MOA will be provided to all BUE's assigned to the AFICC/KM and 763 SCONS serviced by the Scott Air Force Base Civilian Personnel Office incorporated into the Acq Demo program.

#### **Position Requirements Document (PRD)**

1. The PRD will accurately reflect the duties, responsibilities and KSA's for the occupational series, title, career path, and broadband level of the position. The PRD will also contain the Contribution-Based Compensation and Appraisal System (CCAS) Factors, with their Expected Contribution Criteria, Discriminators, and Descriptors designed for the corresponding career path and broadband level. These are the Factors on which the employee's contributions will be evaluated. A Position Evaluation Statement will be included for all tiered positions, providing the rationale for the positions' tiering determination.

2. Employees will be furnished a copy of their PRD initially and as changes are made. Revised position descriptions must be submitted through the AF classification process. Pen and ink changes are not official until processed through AF classification.

3. Supervisors must review PRD accuracy at the beginning of the annual performance cycle. If the PRD is not accurate, it should be amended or rewritten to reflect the duties and responsibilities of the employee's position and processed through the AF classification process. Accuracy of a PRD may be grieved.

4. The Employer agrees to furnish the Union a copy of any unit employee's PRD upon request.

#### **Performance Appraisal Quality Level (PAQL)**

1. In order to comply with 10 United States Code (U.S.C) 1597(f) CCAS has been modified to embrace the quality of performance an employee demonstrates in achieving his/her expected contribution results through an assessment of performance under each of the contribution factors. The purpose of the CCAS is to provide an equitable and flexible method for appraising and compensating the DoD civilian acquisition workforce and its supporting personnel. Respecting that Management solely determines



workload, will assess the quality of the work performed vice the quantity of perceived value of a project. Performance criteria are defined in the three performance appraisal quality levels and includes the criteria on which employee performance is appraised. They are assigned through the comparison of the CCAS factor Expected Contribution Criteria, descriptors and discriminators, an employee's contribution plan, and the impact of the quality of the contributions on the organization.

2. Performance criteria will be defined for each quality level, to include "Fully Successful" performance. Performance criteria will be written in a manner such that an employee is able to recognize when they exceed contribution criteria and achieve a performance appraisal quality level rating "outstanding". Performance Appraisal Quality Levels recognizes the contribution criteria and reflect the performance level of the work outcomes to the organization and mission.

3. When an individual factor is rated "Outstanding" or "Unacceptable," a performance narrative will be written to capture the justification for such rating. Supervisors will be instructed to include specific areas for improvement and measurable and achievable metric to success when an employee receives an unacceptable PAQL.

4. The supervisor will provide clear guidance on how to perform at the "Outstanding" performance level for each contribution factor at the beginning of the appraisal period and at the mid-point (within plus or minus 30 calendar days of the mid-point of the appraisal year). Clear guidance is information recorded in the Supervisor's Employee Brief or on a separate piece of paper for insertion into the Supervisor's Employee Brief or into CAS2Net that briefly and accurately describes the level of performance required by the employee to perform at the "Outstanding" level for each factor. The supervisor will sign and date the written guidance and the employee will sign and date the acknowledging receipt. The supervisor will retain a copy in the Supervisor's Employee Brief and provide a copy to the employee.

5. To maintain a high-quality civilian workforce and encourage employees to strive for top performance, supervisors shall act as soon as they notice a performance problem or a decrease in the level of an employee's performance. The Employer will counsel employees in relation to their overall performance on an as needed basis and when the employee's performance drops below a satisfactory level with clear guidance on what is below standard and clear guidance what will be needed to reach Outstanding for the CCAS factor Expected Contribution Criteria, descriptors and discriminators, an employee's contribution plan, and the impact of the quality of the contributions on the organization or any combination thereof.

6. If the employee's performance has not risen to an acceptable level within a reasonable amount of time, the supervisor will conduct a review and issue a written Contribution Improvement Plan (CIP). Employees will be given a minimum of 120 calendar days (excluding Federal or Presidential directed Holidays) to improve performance. The time will not be shortened without Union written approval. Extension of time only requires notification to the Union. The CIP will provide clear, achievable, measurable objectives to reach the acceptable level of performance. The Employer will provide all needed resources to assist the employee in reaching the objectives of the CIP. The supervisor must help the employee improve performance during the CIP. Help shall include closer supervision and counseling,

personal demonstration, supervisory, or peer counseling, frequent reporting, special assignments, and on-the-job training and/or any resource the Supervisor determines will assist the Employee in reaching acceptable levels of performance.

7. Management is encouraged to provide the foregoing process to probationary employees; however, it would not preclude management from effecting removal of the probationary employee.

8. If the rating official changes or departs during the rating period, documentation of performance discussions and other pertinent and appropriate information will be transferred to the new rating official via the 971 file and the employee notified that such information is available for viewing in the 971 file.

### **Contribution Plan (CP)**

1. CCAS is an appraisal system that measures the employee's contribution performance to the mission of the organization. CCAS allows for more employee involvement in the contribution/performance appraisal process, increases communication between supervisors and employees, promotes a clear accountability of contribution by each employee, facilitates employee progression tied to organizational contribution, and provides an understandable basis for basic pay changes. Most of the funds previously allocated for performance-based awards will be reserved for distribution under the CCAS system based on employee contribution. The CCAS appraisal cycle starts 1 October and ends 30 September each year. A CP outlines the expected contributions to the organization's mission for each employee throughout the rating cycle. The CP will be developed based on the duties identified in the PRD and IAW AFMC business rules. The CP is a written document, which is maintained online in the Contribution-Based Compensation and Appraisal System Software for the internet (CAS2Net) with contribution objectives tailored to the duties and responsibilities of each individual employee. The CP will accurately reflect management's expectations for contributions, and to ensure the employee's contributions are commensurate with their current salary. Respecting that Management has the right to assign work, the CP will also take into account the processes that were used to accomplish tasks given the resources available by Management. While the total cost of a project is a valued number the effort by which the employee completed the work successfully will be an equal measure the employee's contribution performance to the mission of the organization.

2. Management will ensure pay pools use the Broadband Level Descriptors and Discriminators and process/task accomplishment as the benchmarks by which employees will be evaluated for their contributions along with each factor's expected contribution criteria for performance during the CCAS appraisal cycle.

3. Employees are allowed and encouraged to provide ideas, comments, or recommendations relating to contribution objectives to supervisors for consideration at any time or when the contribution plan is being changed. Any hard copy employee written input will be retained in the Supervisor's Employee Brief, for the life of the plan. When an existing contribution plan is issued, employees will be provided a reasonable amount of time to review and provide comments to the contribution plan.

4. At the beginning of each CCAS appraisal cycle, the supervisor will communicate the organization's mission and goals to the employee. Employees will be given the opportunity to provide input regarding proposed contribution objectives for the CCAS cycle via the CAS2Net system. The CP will address all factors of contribution evaluation in the Contribution-Results-Impact (CRI) format. The supervisor will finalize the CP in CAS2Net and discuss the final CP with the employee IAW Acq Demo Operating Guide. If additional clarification or explanation of the CP is provided during the discussion, the discussion will be documented on a Memorandum for Record (MFR), signed or initialed by Supervisor and Employee and inserted into the Supervisor's Employee Brief (AF Form 971). The date and method of communication regarding the CP will be entered in CAS2Net by the supervisor. Whenever an employee's duties, mission, or goals significantly change in a manner that the CP is no longer applicable, the employee and the supervisor will discuss the new duties and the CP will be updated in CAS2Net as necessary. Employees will be allowed up to 7 business days to review and provide comments on the contribution plan. In the application of the overall contribution plan, the employer will take into account mitigating factors such as availability of resources, equipment, lack of training, or frequent authorized interruptions of normal work duties.

#### **Mid-Point Assessments**

1. A minimum of one documented mid-point assessment will be held at the midpoint (plus or minus 30 calendar days of mid-point) of the annual CCAS cycle. Performance evaluation discussions will occur at least quarterly although the additional discussions other than the mid-point do not need to be documented. An annotation of the quarterly performance feedback may be recorded and dated in the employee's personnel folder (971 file). The goal is to ensure appropriate engagement between supervisor and employee. The employee may request additional feedback at any point during the CCAS cycle. The mid-point assessment allows employees and supervisors to discuss the employee's current contributions and performance compared to the employee's CP, and allows the supervisor to provide feedback on how to improve contributions and performance or maintain current contribution and performance levels, compared to pay pool established rating criteria. The supervisor will finalize the mid-point assessment in CAS2Net and discuss with the employee IAW the Acq Demo Operating Guide. If any areas of needed improvement are identified, or any other details the supervisor feels are pertinent to record are discussed, the discussion will be documented on a separate piece of paper or MFR and inserted in the Supervisor's Employee Brief. The supervisor will record the date and method of communication regarding the mid-point assessment in CAS2Net. Supervisors may consider discussions with employees when reviewing mid-point feedback records during final appraisal.

2. Prior to each scheduled mid-point assessment and the final CCAS appraisal, the employee is encouraged to provide "self-assessment" statements within CAS2Net, utilizing the Contribution, Result, and Impact (CRI) format and ensuring that all three factors are addressed. Employee self-assessment statements are voluntary and the absence of a self-assessment statement alone will not justify a negative mid-point assessment, appraisal result, or PAQL score.

## **CCAS Appraisal Process**

1. Employees will have access to training on writing effective "self-assessment" statements and contribution objectives. Training should include how to depict demonstrated quality of performance in achieving expected contributions. Employees will be granted a reasonable amount of duty time to complete "self-assessment" statements.
2. When determining an employees' CCAS contributions, associated compensation, and performance, weighting of factors may be used at the discretion of the pay pool and pay pool manager IAW the Acq Demo Operating Guide and local business rules. The goal of assessing the CCAS contributions and thereby determining the fair and equitable compensation will be process success not task value as it is understood Management assigns work equally but mitigating factors such as availability or difficult clients, for example, may require employees to work a task longer than expected.
3. The supervisor will communicate the appraisal Overall Contribution Score (OCS), PAQL score, factor scores, and pay adjustment to each employee in a formal feedback session. The supervisor will record the date and method of communication in the CAS2Net.
4. Employees who are under CCAS for less than 90 consecutive calendar days and are in a pay pool as of September 30 will receive General Pay Increase (GPI) IAW the Federal Register.
5. Feedback sessions will be conducted between the supervisor and employee when the deterioration in contributions or performance occurs. Documentation of these sessions should occur following counseling sessions. Deteriorating contributions or performance must be documented prior to initiating a Contribution Improvement Plan (CIP).

## **Contribution Improvement Plan (Optional and Mandatory)**

1. A decision to reduce pay or remove an employee for inadequate contribution or performance shall be IAW Acq Demo Operating Procedures and the Collective Bargaining Agreement. All employees shall be given a written notice of proposal to take a contribution or performance based action at least 90 calendar days prior to the date of action will be effective. All relevant documentation pertaining to a reduction in pay or removal that is based on inadequate contributions or performance shall be made available for review to the employee and the employee's representative within 48 hours of being formally requested. In the event that proposed action does not take place because an employee has achieved an adequate level of contribution or performance the employee will be notified in writing that the proposed action will not be taken, with the employee receiving a copy and a copy retained in the Supervisor's Employee Brief.

## **Transfers and Reassignments**

1. In the event of downsizing associated with a formal reorganization/realignment, management will inform potentially affected employees of the potential for downsizing at least 90 calendar days prior to the action taking place. Management will inform employees of their right to request reassignment or change to a lower grade at least 90 calendar days prior to downsizing occurring.

2. Employees may receive a lateral reassignment to the same or different broadband with the same maximum base pay providing the employee meets OPM qualifications standards and DAWIA requirements for the position, as applicable. A new CP will be completed to ensure the employee understands the new assignment and the contributions and performance that are expected.

3. Upon an employee's placement to a position with no change in series or broadband level the supervisor will document in the Supervisor's Employee Brief (AF Form 971) the date of the change, the lack of change to series, broadband level, and KSA's. A new CP will be completed to ensure the employee understands the new assignment, expected contributions and performance and the plan will be entered into CAS2Net.

#### **Movement to a Lower Broadband Level**

1. In the event of a voluntary change to a lower broadband in the same or different career path, the employee's salary may be set at any point within the broadband level to which appointed, except that the new salary will not exceed the employee's current salary or the maximum salary of the broadband level to which assigned, whichever is lower. An employee's written request for a voluntary change to a lower broadband or different career path will include a reason(s) for the request as well as employee and supervisor signature and dates. Before action is taken the employees' legal representative, the Union, will be notified. All actions shall be documented by use of an official personnel action, SF-50, and be retained in Supervisor's Employee Brief (AF Form 971) as well as appropriately filed IAW local procedures. If the employee applies through USA Job Announcement and is selected, this is considered the written request.

2. An employee may not receive a reduction in pay within his/her existing broadband level and career path; be changed to a lower broadband level; and/or be moved to a new position in a different career path due to a contribution based action without proper notification to the Union and without MOA agreed upon processes implemented to improve performance. An employee may not be involuntarily moved to lower broadband at the pay pool manager's discretion without a 30 day notice to the employees' legal representative, the Union. Change to a lower broadband is authorized when the base pay results in a salary lower than the minimum of the pre-appraisal broadband. However lower broadband base pay will never be approved without Union concurrence.

3. Employees who are involuntarily reduced in pay/changed to a lower broadband due to a confirmed adjudicated adverse action, adverse action and adjudication as defined in the SAFB CBA, will have their base pay reduced by at least six percent, but will be set no lower than the minimum salary of the broadband level to which assigned. Employees placed into a lower broadband due to adverse action are not entitled to pay retention.

4. Employees who are involuntarily reduced in pay/changed to a lower broadband due to a contribution based action will have their pay reduced at least six percent but will not be set any lower than the salary of the next lower stop and consider point used IAW AFMC business rules and the Acq Demo Operating Guide when considering increases in pay. Change to lower broadband is only authorized when the decrease in pay results in a salary lower than the minimum of the pre-appraisal broadband and the



Union has concurred. In the event the reduction in pay does not result in a salary lower than the minimum of the pre-appraisal broadband, no change to a lower broadband is authorized.

5. In cases where an involuntary change to a lower broadband occurs that is not a result of adverse or contribution based action (i.e. RIF/Surplus), the employee's salary will either be their current salary if within the salary range of the new broadband, the maximum salary within the new broadband, or will receive retained pay, whichever is commensurate with the employee's current salary. The employee must receive at least 90 calendar days' written notice prior to an involuntary change to a lower broadband in the same or different career path. The written notice will include a reason(s) for the change, the planned effective date, and associated appeal rights. In addition, the employee and supervisor's signature and dates will be documented on the written notice. All actions shall be documented by use of an official personnel action and copies shall be retained in the Supervisor's Employee Brief (AF Form 971).

#### **Temporary Positions**

1. Employees who are serving in a temporary promotion will have their excepted contributions adjusted accordingly. Lack of contributions and performance relating to their primary position as outlined in their CP due to a temporary promotion will not be included in any evaluations or determinations when the temporary promotion concludes. Such time away from their primary positions for temporary promotion duties will not be viewed as lack of contributions or performance. Employees who serve in a temporary position of greater compensation and greater pay-pool contribution will receive that amount if assigned temporary position is held for 30 or more calendar days. If several employees are cycled through temporary position in increments less than 30 days but the temporary position is filled by these employees for 30 or more calendar days than all the employees who filled that role will be accorded the privileges and compensation of the temporary promotion. The 30 calendar days is total days not consecutive.

#### **Occupation, Series, and Broadband Level Concerns**

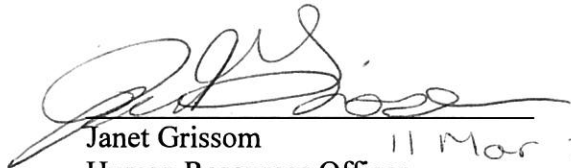
1. If an employee formally raises a concern pertaining to the occupational series, title, or broadband level of his or her position to the supervisor, it must be done in writing. It is the supervisor's responsibility to inform the employee of the requirement for formal concerns to be in writing. The union will be notified in writing after an employee appeal has been filed within 10 work days. All documentation will be provided to the union pertaining to the appeal upon union request.

#### **CCAS Grievances**

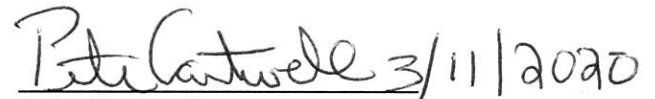
1. All employees who are in the bargaining unit may grieve CCAS Overall Contribution Score (OCS), PAQL rating, and/or Contribution Improvement Plans and/or any portion of the Civilian Acquisition Workforce Personnel Demonstration (AcqDemo) Project IAW the appropriate Collective Bargaining Agreement.

2. All remedies available to the parties will remain available to the parties if concerns cannot be cooperatively resolved.

FOR MANAGEMENT

  
Janet Grissom  
Human Resources Officer  
Scott AFB 375 FSS/FSCA  
11 Mar 20

FOR THE UNION

  
Peter Cantwell  
President  
NAIL Local 19 SAFB  
3/11/2020

## **APPENDIX B**

### **AFLCMC/AFSC CONVERSION TO ACQDEMO MOA**

#### **MEMORANDUM OF AGREEMENT (MOA)**

**ON**

**CONVERSION INTO AND PARTICIPATION IN THE ACQUISITION DEMONSTRATION (ACQ DEMO) PROJECT  
NAIL LOCAL 19 SPECIFIED TO POSITIONS ASSIGNED TO AIR FORCE AIR FORCE LIFE CYCLE  
MANAGEMENT CENTER (AFLCMC)/AIR FORCE SERVICES CENTER (AFSC) AND SUCCESSOR UNITS**

1. The National Association of Independent Labor (NAIL Local 19), hereafter referred to as the Union, and Employer hereby enters into this MOA as it applies to NAIL Local 19 bargaining unit employees (BUEs) assigned to positions within the Air Force Life Cycle Management and Air Force Services Centers, serviced by the 375 FSS/FSCA Civilian Personnel Office, Scott AFB, IL.

2. This MOA will be provided to all BUE's assigned to AFLCMC and AFSC serviced by the Scott Air Force Base Civilian Personnel Office incorporated into the AcqDemo program.

#### **Position Requirements Document (PRD)**

1. The PRD will accurately reflect the duties, responsibilities and KSA's for the occupational series, title, career path, and broadband level of the position. The PRD will also contain the Contribution-Based Compensation and Appraisal System (CCAS) Factors, with their Expected Contribution Criteria, Discriminators, and Descriptors designed for the corresponding career path and broadband level. These are the Factors on which the employee's contributions will be evaluated. A Position Evaluation Statement will be included for all tiered positions, providing the rationale for the positions' tiering determination.

2. Employees will be furnished a copy of their PRD initially and as changes are made. Revised position descriptions must be submitted through the AF classification process. Pen and ink changes are not official until processed through AF classification.

3. Supervisors must review PRD accuracy at the beginning of the annual performance cycle. If the PRD is not accurate, it should be amended or rewritten to reflect the duties and responsibilities of the employee's position and processed through the AF classification process. Accuracy of a PRD may be grieved.

4. The Employer agrees to furnish the Union a copy of any unit employee's PRD upon request.

#### **Performance Appraisal Quality Level (PAQL)**

1. In order to comply with 10 United States Code (U.S.C) 1597(f) CCAS has been modified to embrace



the quality of performance an employee demonstrates in achieving his/her expected contribution results through an assessment of performance under each of the contribution factors. The purpose of the CCAS is to provide an equitable and flexible method for appraising and compensating the DoD civilian acquisition workforce and its supporting personnel. Respecting that Management solely determines workload, will assess the quality of the work performed vice the quantity of perceived value of a project. Performance criteria are defined in the three-performance appraisal quality levels and includes the criteria on which employee performance is appraised. They are assigned through the comparison of the CCAS factor Expected Contribution Criteria, descriptors and discriminators, an employee's contribution plan, and the impact of the quality of the contributions on the organization.

2. Performance criteria will be defined for each quality level, to include "Fully Successful" performance. Performance criteria will be written in a manner such that an employee is able to recognize when they exceed contribution criteria and achieve a performance appraisal quality level rating "outstanding". Performance Appraisal Quality Levels recognizes the contribution criteria and reflect the performance level of the work outcomes to the organization and mission.
3. When an individual factor is rated "Outstanding" or "Unacceptable," a performance narrative will be written to capture the justification for such rating. Supervisors will be instructed to include specific areas for improvement and measurable and achievable metric to success when an employee receives an unacceptable PAQL.
4. The supervisor will provide clear guidance on how to perform at the "Outstanding" performance level for each contribution factor at the beginning of the appraisal period and at the mid-point (within plus or minus 30 calendar days of the mid-point of the appraisal year). Clear guidance is information recorded in the Supervisor's Employee Brief or on a separate piece of paper for insertion into the Supervisor's Employee Brief or into CAS2Net that briefly and accurately describes the level of performance required by the employee to perform at the "Outstanding" level for each factor. The supervisor will sign and date the written guidance and the employee will sign and date the acknowledging receipt. The supervisor will retain a copy in the Supervisor's Employee Brief and provide a copy to the employee.
5. To maintain a high-quality civilian workforce and encourage employees to strive for top performance, supervisors shall act as soon as they notice a performance problem or a decrease in the level of an employee's performance. The Employer will counsel employees in relation to their overall performance on an as needed basis and when the employee's performance drops below a satisfactory level with clear guidance on what is below standard and clear guidance what will be needed to reach Outstanding for the CCAS factor Expected Contribution Criteria, descriptors and discriminators, an employee's contribution plan, and the impact of the

quality of the contributions on the organization or any combination thereof.

6. If the employee's performance has not risen to an acceptable level within a reasonable amount of time, the supervisor will conduct a review and issue a written Contribution Improvement Plan (CIP). Employees will be given a minimum of 120 calendar days (excluding Federal or Presidential directed Holidays) to improve performance. The time will not be shortened without Union written approval. Extension of time only requires notification to the Union. The CIP will provide clear, achievable, measurable objectives to reach the acceptable level of performance. The Employer will provide all needed resources to assist the employee in reaching the objectives of the CIP. The supervisor must help the employee improve performance during the CIP. Help shall include closer supervision and counseling, personal demonstration, supervisory, or peer counseling, frequent reporting, special assignments, and on-the-job training and/or any resource the Supervisor determines will assist the Employee in reaching acceptable levels of performance.

7. Management is encouraged to provide the foregoing process to probationary employees; however, it would not preclude management from effecting removal of the probationary employee.

8. If the rating official changes or departs during the rating period, documentation of performance discussions and other pertinent and appropriate information will be transferred to the new rating official via the 971 file and the employee notified that such information is available for viewing in the 971 file.

### **Contribution Plan (CP)**

1. CCAS is an appraisal system that measures the employee's contribution performance to the mission of the organization. CCAS allows for more employee involvement in the contribution/performance appraisal process, increases communication between supervisors and employees, promotes a clear accountability of contribution by each employee, facilitates employee progression tied to organizational contribution, and provides an understandable basis for basic pay changes. Most of the funds previously allocated for performance-based awards will be reserved for distribution under the CCAS system based on employee contribution. The CCAS appraisal cycle starts 1 October and ends 30 September each year. A CP outlines the expected contributions to the organization's mission for each employee throughout the rating cycle. The CP will be developed based on the duties identified in the PRD and IAW AFMC business rules. The CP is a written document, which is maintained online in the Contribution- Based Compensation and Appraisal System Software for the internet (CAS2Net) with contribution objectives tailored to the duties and responsibilities of each individual employee. The CP will accurately reflect management's expectations for contributions, and to ensure the employee's contributions are commensurate with their current salary. Respecting that Management has the right to assign work, the CP will also take into account the processes that were used to accomplish tasks given the resources available by Management. While the total cost of a project is a valued number the effort by which the employee completed the work successfully will be an equal

measure the employee's contribution performance to the mission of the organization.

2. Management will ensure pay pools use the Broadband level Descriptors and Discriminators and process/task accomplishment as the benchmarks by which employees will be evaluated for their contributions along with each factor's expected contribution criteria for performance during the CCAS appraisal cycle.
3. Employees are allowed and encouraged to provide ideas, comments, or recommendations relating to contribution objectives to supervisors for consideration at any time or when the contribution plan is being changed. Any hard copy employee written input will be retained in the Supervisor's Employee Brief, for the life of the plan. When an existing contribution plan is issued, employees will be provided a reasonable amount of time to review and provide comments to the contribution plan.
4. At the beginning of each CCAS appraisal cycle, the supervisor will communicate the organization's mission and goals to the employee. Employees will be given the opportunity to provide input regarding proposed contribution objectives for the CCAS cycle via the CAS2Net system. The CP will address all factors of contribution evaluation in the Contribution-Results-Impact (CRI) format. The supervisor will finalize the CP in CAS2Net and discuss the final CP with the employee IAW Acq Demo Operating Guide. If additional clarification or explanation of the CP is provided during the discussion, the discussion will be documented on a Memorandum for Record (MFR), signed or initialed by Supervisor and Employee and inserted into the Supervisor's Employee Brief (AF Form 971). The date and method of communication regarding the CP will be entered in CAS2Net by the supervisor. Whenever an employee's duties, mission, or goals significantly change in a manner that the CP is no longer applicable, the employee and the supervisor will discuss the new duties and the CP will be updated in CAS2Net as necessary. Employees will be allowed up to 7 business days to review and provide comments on the contribution plan. In the application of the overall contribution plan, the employer will take into account mitigating factors such as availability of resources, equipment, lack of training, or frequent authorized interruptions of normal work duties.

### **Mid-Point Assessments**

1. A minimum of one documented mid-point assessment will be held at the midpoint (plus or minus 30 calendar days of mid-point) of the annual CCAS cycle. Performance evaluation discussions will occur at least quarterly although the additional discussions other than the mid-point do not need to be documented. An annotation of the quarterly performance feedback may be recorded and dated in the employee's personnel folder (971 file). The goal is to ensure appropriate engagement between supervisor and employee. The employee may request additional feedback at any point during the CCAS cycle. The mid-point assessment allows employees and supervisors to discuss the employee's current contributions and performance compared to the employee's CP, and allows the supervisor to provide feedback on how to improve contributions and

performance or maintain current contribution and performance levels, compared to pay pool established rating criteria. The supervisor will finalize the mid-point assessment in CAS2Net and discuss with the employee IAW the AcqDemo Operating Guide. If any areas of needed improvement are identified, or any other details the supervisor feels are pertinent to record are discussed, the discussion will be documented on a separate piece of paper or MFR and inserted in the Supervisor's Employee Brief. The supervisor will record the date and method of communication regarding the mid-point assessment in CAS2Net. Supervisors may consider discussions with employees when reviewing mid-point feedback records during final appraisal.

2. Prior to each scheduled mid-point assessment and the final CCAS appraisal, the employee is encouraged to provide "self-assessment" statements within CAS2Net, utilizing the Contribution, Result, and Impact (CRI) format and ensuring that all three factors are addressed. Employee self-assessment statements are voluntary, and the absence of a self-assessment statement alone will not justify a negative mid-point assessment, appraisal result, or PAQL score.

### **CCAS Appraisal Process**

1. Employees will have access to training on writing effective "self-assessment" statements and contribution objectives. Training should include how to depict demonstrated quality of performance in achieving expected contributions. Employees will be granted a reasonable amount of duty time to complete "self-assessment" statements.

2. When determining an employees' CCAS contributions, associated compensation, and performance, weighting of factors may be used at the discretion of the pay pool and pay pool manager IAW the AcqDemo Operating Guide and local business rules. The goal of assessing the CCAS contributions and thereby determining the fair and equitable compensation will be process success not task value as it is understood Management assigns work equally but mitigating factors such as availability or difficult clients, for example, may require employees to work a task longer than expected.

3. The supervisor will communicate the appraisal Overall Contribution Score (OCS), PAQL score, factor scores, and pay adjustment to each employee in a formal feedback session. The supervisor will record the date and method of communication in the CAS2Net.

4. Employees who are under CCAS for less than 90 consecutive calendar days and are in a pay pool as of September 30 will receive General Pay Increase (GPI) IAW the Federal Register.

5. Feedback sessions will be conducted between the supervisor and employee when the deterioration in contributions or performance occurs. Documentation of these sessions should occur following counseling

sessions. Deteriorating contributions or performance must be documented prior to initiating a Contribution Improvement Plan (CIP).

### **Contribution Improvement Plan (Optional and Mandatory)**

1. A decision to reduce pay or remove an employee for inadequate contribution or performance shall be IAW Acq Demo Operating Procedures and the Collective Bargaining Agreement. All employees shall be given a written notice of proposal to take a contribution or performance based action at least 90 calendar days prior to the date of action will be effective. All relevant documentation pertaining to a reduction in pay or removal that is based on inadequate contributions or performance shall be made available for review to the employee and the employee's representative within 48 hours of being formally requested. In the event that proposed action does not take place because an employee has achieved an adequate level of contribution or performance the employee will be notified in writing that the proposed action will not be taken, with the employee receiving a copy and a copy retained in the Supervisor's Employee Brief.

### **Transfers and Reassignments**

1. In the event of downsizing associated with a formal reorganization/realignment, management will inform potentially affected employees of the potential for downsizing at least 90 calendar days prior to the action taking place. Management will inform employees of their right to request reassignment or Employees may receive a lateral reassignment to the same or different broadband with the same maximum base pay providing the employee meets OPM qualifications standards and DAWIA requirements for the position, as applicable. A new CP will be completed to ensure the employee understands the new assignment and the contributions and performance that are expected.

2. Upon an employee's placement to a position with no change in series or broadband level the supervisor will document in the Supervisor's Employee Brief (AF Form 971) the date of the change, the lack of change to series, broadband level, and KSA's. A new CP will be completed to ensure the employee understands the new assignment, expected contributions and performance and the plan will be entered into CAS2Net.

### **Movement to a Lower Broadband Level**

1. In the event of a voluntary change to a lower broadband in the same or different career path, the employee's salary may be set at any point within the broadband level to which appointed, except that the new salary will not exceed the employee's current salary or the maximum salary of the broadband level to which assigned, whichever is lower. An employee's written request for a voluntary change to a lower broadband or different career path will include a reason(s) for the request as well as employee and supervisor signature and

dates. Before action is taken the employees' legal representative, the Union, will be notified. All actions shall be documented by use of an official personnel action, SF-50, and be retained in Supervisor's Employee Brief (AF Form 971) as well as appropriately filed IAW local procedures. If the employee applies through USA Job Announcement and is selected, this is considered the written request.

2. An employee may not receive a reduction in pay within his/her existing broadband level and career path; be changed to a lower broadband level; and/or be moved to a new position in a different career path due to a contribution-based action without proper notification to the Union and without MOA agreed upon processes implemented to improve performance. An employee may not be involuntarily moved to lower broadband at the pay pool manager's discretion without a 30-day notice to the employees' legal representative, the Union. Change to a lower broadband is authorized when the base pay results in a salary lower than the minimum of the pre-appraisal broadband. However lower broadband base pay will never be approved without Union concurrence.

3. Employees who are involuntarily reduced in pay/changed to a lower broadband due to a confirmed adjudicated adverse action, adverse action and adjudication as defined in the SAFB CBA, will have their base pay reduced by at least six percent, but will be set no lower than the minimum salary of the broadband level to which assigned. Employees placed into a lower broadband due to adverse action are not entitled to pay retention.

4. Employees who are involuntarily reduced in pay/changed to a lower broadband due to a contribution-based action will have their pay reduced at least six percent but will not be set any lower than the salary of the next lower stop and consider point used IAW AFMC business rules and the AcqDemo Operating Guide when considering increases in pay. Change to lower broadband is only authorized when the decrease in pay results in a salary lower than the minimum of the pre-appraisal broadband and the Union has concurred. In the event the reduction in pay does not result in a salary lower than the minimum of the pre-appraisal broadband, no change to a lower broadband is authorized.

5. In cases where an involuntary change to a lower broadband occurs that is not a result of adverse or contribution-based action (i.e. RIF/Surplus), the employee's salary will either be their current salary if within the salary range of the new broadband, the maximum salary within the new broadband, or will receive retained pay, whichever is commensurate with the employees current salary. The employee must receive at least 90 calendar day's written notice prior to an involuntary change to a lower broadband in the same or different career path. The written notice will include a reason(s) for the change, the planned effective date, and associated appeal rights. In addition, the employees and supervisor's signature and dates will be documented on the written notice. All actions shall be documented by use of an official personnel action and copies shall be retained in the Supervisor's Employee Brief (AF Form 971).

## Temporary Positions

1. Employees who are serving in a temporary promotion will have their excepted contributions adjusted accordingly. Lack of contributions and performance relating to their primary position as outlined in their CP due to a temporary promotion will not be included in any evaluations or determinations when the temporary promotion concludes. Such time away from their primary positions for temporary promotion duties will not be viewed as lack of contributions or performance. Employees who serve in a temporary position of greater compensation and greater pay-pool contribution will receive that amount if assigned temporary position is held for 30 or more calendar days. If several employees are cycled through temporary position in increments less than 30 days but the temporary position is filled by these employees for 30 or more calendar days than all the employees who filled that role will be accorded the privileges and compensation of the temporary promotion. The 30 calendar days is total days not consecutive.

## Occupation, Series, and Broadband Level Concerns

1. If an employee formally raises a concern pertaining to the occupational series, title, or broadband level of his or her position to the supervisor, it must be done in writing. It is the supervisor's responsibility to inform the employee of the requirement for formal concerns to be in writing. The union will be notified in writing after an employee appeal has been filed within 10 workdays. All documentation will be provided to the union pertaining to the appeal upon union request.

## CCAS Grievances

1. All employees who are in the bargaining unit may grieve CCAS Overall Contribution Score (OCS), PAQL rating, and/or Contribution Improvement Plans and/or any portion of the Civilian Acquisition Workforce Personnel Demonstration (AcqDemo) Project IAW the appropriate Collective Bargaining Agreement.
2. All remedies available to the parties will remain available to the parties if concerns cannot be cooperatively resolved.

FOR MANAGEMENT

DIXON.MICHAEL  
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Michael J. Dixon  
Human Resources  
EMR/LMR Chief

FOR UNION



5 oct 23

Peter Cantwell  
President  
NAIL Local 19 SAFB

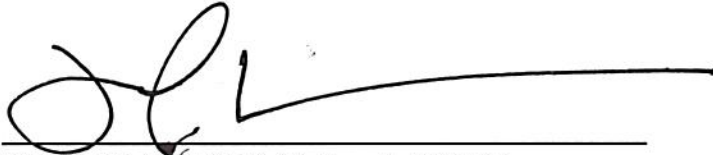
Approved by the Department of Defense on October 24, 2023.



## SIGNATURE PAGE

Signed this 25th day of September 2024 at Scott AFB Illinois

For 375 Air Mobility Wing, Scott Air Force Base, Illinois

A handwritten signature in black ink, appearing to read 'J. D. Poole', written over a horizontal line.

JOHN D. POOLE, Colonel, USAF  
Commander

For Local 19, National Association of Independent Labor

A handwritten signature in black ink, appearing to read 'Peter Cantwell', written over a horizontal line.

PETER CANTWELL  
President

Approved by the Department of Defense on 27 September 2024.