



LOCAL SUPPLEMENT AGREEMENT

BETWEEN

88TH AIR BASE WING

AND

LOCAL 1138

**AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES
(AFL-CIO)**

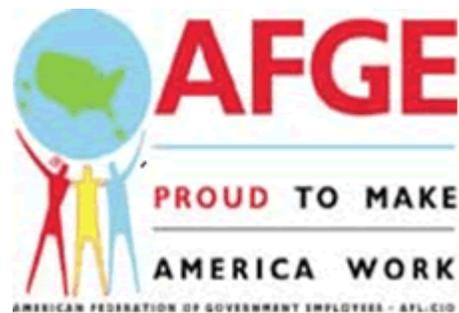


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ARTICLE 1

RECOGNITION AND COVERAGE

Section A. Subject to the exclusions listed in Section B., the Unit to which this Agreement is applicable is composed of all Air Force nonsupervisory General Schedule employees physically located at Wright-Patterson Air Force Base who are paid from appropriated funds and serviced by the 88 MSS/DPC, Civilian Personnel Flight. Also included are all eligible nonsupervisory employees in the Heating Plants, Civil Engineering Directorate, 88th ABW, Wright-Patterson Air Force Base, Ohio.

Section B. Excluded from coverage are those personnel already under exclusive recognition, such as:

- (1) Non-clerical employees of the Fire Protection Branch,
- (2) Non-supervisory wage grade and wage leader employees, except employees permanently assigned to the Heating Plants.

Also excluded are management officials, supervisors and professional employees, those employees engaged in personnel work in other than a purely clerical capacity, and personnel engaged in intelligence, counterintelligence, investigative, or security work which directly affects national security.

ARTICLE 2

PUBLIC PURPOSE SERVED BY THIS AGREEMENT

Section A. The Air Force recognizes: the right of employees to organize and express their views collectively or to refrain from such activity; that participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of Air Force business; that the efficient administration of the Air Force and the well being of its employees require that orderly and constructive relationships be maintained between the Union and the Employer; and that effective cooperation in the public service requires a clear statement of the respective rights and obligations of the Union and the Employer.

Section B. The Employer and the Union agree that healthy and contented employees who are productive and efficient are assets of both organizations. The objectives of this agreement are as follows:

(1) To be consistent with the public interest which requires high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency.

(2) To benefit the well being of employees and efficient administration of the Government by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment in organizations within the Unit.

ARTICLE 3

UNION MEMBERSHIP DRIVES/DUES WITHHOLDING

Section A. When the Union wishes to conduct a formal membership drive on the Employer's premises, it shall submit a written request for authorization for such drive to the Labor Relations Officer 21 calendar days in advance of the date of the start of the drive. The Labor Relations Officer can waive that timeframe if he/she deems appropriate. Such request shall specify the dates for which approval is requested, not to exceed 20 consecutive calendar days, the hours of the day, the non-duty areas in specific buildings in which solicitation is desired, and the government facilities the Union wishes to utilize. The parties shall meet, if necessary, to discuss the request and agree to arrangements to be made.

Section B. The Employer agrees to provide the Union with tables and chairs for on Employer-premises membership drives.

Section C. A website with the list of Customer Service Representatives (CSR's) will be maintained by the Employer and updated periodically for the Union to refer to when submitting the Standard Form 1187 (Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues). The Labor Relations Section will provide an updated list of the CSR's to the union on a quarterly basis.

ARTICLE 4

EMPLOYER AND UNION RELATIONSHIPS

Section A. The Employer will furnish the Union a listing of the employees of the Civilian Personnel Flight, their office symbols and telephone numbers. These listings will be furnished to the Union when updated.

Section B. The Union agrees to bring to the attention of Management all instances of unsafe working conditions.

ARTICLE 5

COMMUNITY RESPONSIBILITIES

Section A. The Union agrees to support the Employer in conducting voluntary charity drives in the interest of the community and to encourage its membership to contribute on a fair share basis, such as the Combined Federal Campaign. In conducting those drives, the Employer agrees not to coerce employees and individual employees will not be contacted personally a second time after they have either contributed or indicated they do not wish to contribute. The Employer agrees to not retaliate against any employee who chooses not to participate in any non-duty social functions (e.g. luncheons, retirement ceremonies, sporting activities) and any other social functions outside of normal duty activities.

Section B. The Union agrees to encourage its members to participate in savings bond programs and blood donation drives conducted on Wright-Patterson Air Force Base.

Section C. The Union and the Employer agree to encourage all employees to vote before or after regular duty hours, and provided this is not possible, the Union and the Employer will encourage all employees to use only the amount of time actually required to exercise the right to vote.

ARTICLE 6

PERSONNEL RECORDS

Section A. Where authorized by regulation, employees have been given and will continue to be given copies of each document placed in their Official Personnel Folder (OPF) or computer access to obtain documents filed in their Electronic OPF (EOPF). It is understood that employees must meet the eligibility criteria to be granted computer access in accordance with agency directives.

Section B. It is agreed, to the extent it is not contrary to law, it is Office of Personnel Management policy that an employee (upon oral request), or his/her designated representative, (with “power-of-attorney request” or “union representation form”) may inspect the employee’s OPF/EOPF.

Section C. Other than the employee or his/her designated representative, in accordance with Section B. above, and only those persons designated in the Privacy Act (5 U.S.C. Section 552a.(b)), with a need for the information in the performance of official duties, will be allowed access to an employee’s OPF/EOPF.

Section D. Any employee, prior to inspecting his Official Personnel Folder, will be required to show picture identification, i.e., official civilian identification card, military identification card, state driver’s license or state issued identification.

Section E. AF Form 971, Supervisor’s Employee Brief (Computer Generated), is the first line supervisor’s personal and confidential record on subordinate employee’s performance. Access to the Supervisor’s Employee Work Folder will be limited to persons who have an official need to know. A supervisor not officially assigned as a supervisor of record does not have an official need to know.

Section F. Supervisory notes (memory joggers) are for the use of the supervisor. If they are distributed to any other employees for their official use, they must become a part of the system of records and administered in accordance with the Privacy Act and this Agreement.

ARTICLE 7

EMPLOYEE DEBTS

Section A. In the event of a dispute between an employee and an alleged creditor, the Employer does not determine the validity or amount of the disputed debt or collect the debt on the alleged creditor's behalf.

Section B. Where the validity of a private debt is established by court judgment or acknowledged by the employee, the failure to satisfy the obligation can result in disciplinary action.

ARTICLE 8

EMPLOYEE COMPENSATION

The duration of an employee's absence resulting from a compensable accident or injury shall not be just cause for denying the employee promotion consideration.

ARTICLE 9

OVERTIME

Section A.

(1) Applies to all except employees in the Heating Plants. Opportunity for overtime assignments will be distributed and rotated equitably among qualified employees in each organization in accordance with their particular skills. The steward may consult with the supervisor concerning the assignments of overtime in an effort to keep the overtime work equitable among all employees. Overtime will not be assigned to employees as a reward or penalty.

(2) Heating Plant Employees Only. Overtime will be distributed fairly and equitably on a plant seniority basis in accordance with the Heating Unit seniority clause, by job classification within each sub-unit. A roster of employees will be maintained by Management within each sub-unit and posted on bulletin boards. This roster will be reviewed by Management and the Union.

Section B. In the assignment of overtime the Employer agrees to provide the employee with advance notice when possible. Any employee designated to work irregular or occasional overtime on days outside the basic workweek will be notified no later than three (3) days prior to the scheduled time where possible. When work outside of the normal tour of duty is scheduled on a holiday seven (7) days advance notice will be given to the employees affected, where possible.

Section C. An employee called back to work outside of and unconnected with the basic workweek shall be paid a minimum of two (2) hours pay regardless of whether he is required to work the entire two (2) hours. General Schedule employees whose rates exceed the maximum rate for GS-10 may be granted two (2) hours compensatory time off in lieu of overtime pay. Wage Grade employees are not subject to a maximum overtime rate.

Section D. FLSA Exempt Employees Only. General Schedule employees, whose basic rate of pay is at the rate of GS-10, Step 10 or below, shall have the right to choose either overtime pay or compensatory time off. The employee's initials on the time and attendance card or filing of an OPM-71 by the employee with his/her immediate supervisor, may constitute evidence of the

request for compensatory time off. The employee's choice will not affect consideration for future overtime. If compensatory time cannot be granted within 26 pay periods after the one in which the overtime was worked, overtime payment will be made without further delay. This time limit applies to FLSA non-exempt employees as well. The scheduling of compensatory time off should incorporate consideration of both the employee's desires and Management's workload requirements. Except when workload or manpower shortages (for example, due to other leave situations) prevent it, the employee's desires should prevail.

Section E. Relief from Overtime Assignments. An employee may request to be relieved from specific overtime assignments, and his/her request will be granted if his/her reason for the request is acceptable, and the mission of the organization is not adversely affected, and provided that another qualified employee volunteers to perform the overtime. An employee will not be required to work overtime if the additional work will impair his/her health or efficiency or will cause extreme hardship. Employees who are excused from performing an overtime work assignment will retain their position on the overtime roster, as applicable. Reasons of personal convenience will not be considered adequate justification for not performing overtime work.

ARTICLE 10

HOLIDAYS

Section A. Employees shall be entitled to all holidays prescribed by federal law and any that may be later added by federal law and all holidays that may be designated by Executive Order.

Section B. Holidays for employees who work common/uncommon tours of duty will be observed in accordance with applicable Office of Personnel Management and Air Force directives.

Section C. Employees who perform work on a holiday are entitled to pay at the rate of their basic pay plus premium pay at a rate equal to the rate of their basic pay for that holiday. Night pay and/or overtime is in addition to holiday pay and is not included in the rate of basic pay used to compute the amount of holiday pay to the employees.

Section D. When holiday work is required, opportunity for holiday assignments will be distributed and rotated equitably among qualified employees in accordance with their particular skills. The steward may consult with the supervisor concerning the assignment of holiday work in an effort to keep the holiday work equitable among all employees. Holiday work will not be assigned to employees as a reward or penalty.

ARTICLE 11

MISCELLANEOUS LEAVE

Section A. Court leave and absence for voting and registration will be granted in accordance with applicable directives.

Section B. Blood Donation Leave. An absence of up to four (4) hours may be excused for an employee who volunteers as a blood donor to the American Red Cross, to military hospitals or other blood banks, or in response to emergency calls. This applies only when the blood is furnished without compensation. The leave is to be taken on the date that blood is donated. The purpose of this leave is to provide a reasonable amount of time for employees to travel to and from the place of donation, donate blood, and to recuperate after they have donated blood. Normally, employees on the second or third shift will not require excused absence to donate to a blood bank. If an employee is medically unable to return to duty within the four-hour time limit, the employee may request approval of the necessary additional time by providing a medical certificate to the employee's supervisor.

Section C. Unavoidable tardiness of less than one hour may be excused for adequate reasons or may be charged to annual leave or compensatory time, if earned and available.

Section D. Leave without pay (LWOP) is a temporary approved absence from duty and pay. Absences can be charged to LWOP only when the employee specifically requests it or when he has insufficient annual leave, sick leave or compensatory time available to cover an approved absence.

Section E. Bone Marrow or Organ Donation. An employee is entitled to 7 days of paid leave each calendar year (in addition to annual and sick leave) to serve as a bone marrow donor. An employee also may use up to 30 days of paid leave each calendar year to serve as an organ donor. Adequate medical documentation must be provided to the supervisor in as much time in advance prior to and as soon as possible after the medical procedures involved have been completed. Employees will report to duty through the base Occupational Medical facility to ensure they are medically fit to return to duty.

Section F. Leave for Emergency Rescue or Protective Work. Employees who can be spared without interference to essential

agency operations and obligations may be excused to participate as a volunteer in emergency rescue or protective work such as fire, flood, or search operations. Normally, such participation is limited to a maximum of 5 days per year. An employee cannot be excused from duty without charge to leave for the purpose of performing rescue, Reserve, or National Guard duty which would otherwise be covered by military leave.

Section G. Bargaining unit members may utilize means other than a real-time, person-to-person telephone call for requesting unscheduled/emergency leave – including sick leave, annual leave, leave without pay, etc. Employees may leave a voicemail and/or an e-mail message no later than two hours after the start of their shift unless extenuating circumstances exist. Flextime employees will be expected to notify their supervisor no later than two hours after the beginning of the flex period. The employee must provide the reasons for the request, identify the anticipated duration of the absence, and leave a telephone number where the employee can be reached within two hours of the voice mail or e-mail. If the employee has not heard back from the supervisor within two hours from the time he or she left the message, the employee must reach an alternate management official who can approve the leave request. The employee will be expected to properly request leave the first day and each successive day thereafter unless the requirement has been expressly waived by the leave approving official. These alternate means of notification will normally not be available to an employee under the restrictions of a leave policy memorandum.

ARTICLE 12

SHIFT POLICY

Section A. The Employer shall establish shifts and tours of duty. Seniority for the purpose of shift assignment will be in accordance with Article 13 of this Agreement.

Section B. Applies to All Except Heating Plant Employees. The selection of employees for assignment to a shift, other than a day shift, shall be made in accordance with the following procedure to the extent that a balance of skills is maintained:

(1) Those volunteering for the nightshift.

(2) Each organization will establish and maintain a shop roster to be reviewed by the Union upon request. Rosters will initially be established by seniority. Adjustments to accommodate personal convenience with regard to transportation, shared rides, etc. will be mutually agreed to in writing (MFR) by the supervisor, employee and Union.

(3) All volunteers for shift work will be utilized first. In the event there are not enough volunteers, selections will be made in the order of their appearance on the seniority roster. The employee with the least seniority shall be chosen first, etc. In the event there are more volunteers than needed, the manner in which employees are to be selected will be the employee with the most seniority first, etc. Employees who volunteer for night shift will not be moved unnecessarily. Records will be kept of all shift assignments. These may be reviewed by the Union.

Section C. When exceptions to the provisions of this article are made they will be preceded by negotiation between the Employer and the Union in a genuine attempt on the part of both parties to reach a mutual agreement.

Section D. Schedules and records of shift assignments shall be posted on bulletin boards in each work area.

Section E. Where mission requirements permit and a sufficient number of Union representatives are available, Union representation on all shifts will be assured. When it is required to move a Union representative from one shift to another, leaving a shift uncovered for any period in excess of two (2) weeks, the

union will be notified fourteen (14) calendar days in advance of the move in order to provide the Union sufficient time to obtain a replacement for that Union representative.

Section F. Heating Plant Employees Only. Personnel affected temporarily by plant-scheduled shutdown will continue to be paid at their basic rate and/or shift differential. The need for and target dates for plant shutdowns during the off-heating season will be determined by the Employer, and the Union will be advised of all target dates as soon as they have been determined.

Section G. Heating Plant Employees Only. Temporary Assignment of Night Shift Employees. Evening or night shift employees on temporary assignment to the day shift will continue to be paid shift differential for a maximum of seven calendar days if shift assignment is on WPAFB, or a maximum of thirty (30) calendar days if the assignment is at a temporary duty station. Employees will be paid night shift rates as stated above if such temporary assignment to the day shift is for the purpose of training.

Section H. Heating Plant Employees Only.

(1) When the Employer determines it essential to change the number of shifts, or to otherwise move employees from one shift to another, the selection of employees to be moved will be based on individual employee preferences and qualifications whenever possible. If movement is required, contrary to employee preferences, then selection will be made on the basis of employee's seniority as defined in the Seniority Article. Consideration may be afforded to employees who are participating in off-duty educational and cross-training programs as part of their established career plans, providing equal opportunities are afforded without regard to race, creed, color, national origin, sex or age.

(2) Job qualifications being equal, seniority will govern preference for shift assignments.

(3) New employees and an employee rehired after a break in service will not be hired to a specific shift if a qualified in-service employee in the operating organization desires that particular position, and provided that the in-service employee has made his desires known to his supervisors at the time the position became vacant.

(4) A notice will be posted on unit bulletin boards to announce the existence of each position vacancy in the Unit, in order that interested employees may request reassignment to it. Such notice will remain on the bulletin boards for a minimum of ten (10) calendar days and will provide information as to the duty location, shift and rest days.

(5) It is understood that the application of the principle agreed to above will apply except in those situations where its application would operate to adversely affect unit capability as required by the Employer. In addition, the Employer reserves the right to effect deviations from this principle when its application would create a situation considered not in the interest of the government.

(6) Minor deviations from basic shifts for purposes of staggering traffic, and other considerations are not considered different shifts.

(7) An employee may not exercise the prerogative of shift selection provided for herein more frequently than once a year.

(8) The Employer reserves the right to place employees on selected shifts for limited periods for training and orientation.

ARTICLE 13

SENIORITY

Section A. All Employees Except Heating Plant Employees. The term seniority as used in this Agreement means computed time for Service Computation Date (SCD).

Section B. Heating Plant Employees Only. Job qualifications being equal, seniority is defined as an employee's total length of continuous service in the Heating Plant Unit. In the event of equal unit seniority, the Employee's SCD will serve as the tiebreaker.

Section C. The Union President, no more than five (5) Vice Presidents and not more than three (3) Chief Stewards, shall be placed at the top of the seniority list for purposes of shift assignment, during their terms of office. Placement on lists will be according to qualifications, but without regard to their service computation dates.

ARTICLE 14

HOURS OF WORK

Section A. The Employer will establish the administrative workweek and tours of duty as follows:

(1) Seven consecutive calendar days constitute an administrative workweek. The Air Force administrative workweek begins at 0001 hours Sunday and ends at 2400 hours on the following Saturday. The calendar day on which a shift begins is considered the day of duty for that day, even though the work schedule extends into the next calendar day or into the following administrative workweek. The basic workweek is made up of the days and hours of an administrative workweek which constitute the employee's regularly scheduled 40-hour workweek.

(2) Generally, an employee will be scheduled to work the same hours each day of the basic workweek.

(3) The basic non-overtime workday shall not exceed eight working hours, except in the case of an officially approved alternate work schedule.

(4) The occurrence of holidays shall not affect the designation of the basic workweek.

Section B. Lunch periods shall not be scheduled less than three hours, nor more than five hours after the start of the workday, without the mutual consent of the employee and the supervisor.

Section C. The Employer will provide a reasonable amount of time, consistent with the nature of the work performed, for employees to clean up prior to the lunch period, and at the end of the workday. In the same manner, a reasonable amount of time will be allowed for employees for the storage, clean up, and protection of Government property.

Section D. Employees may be authorized breaks in accordance with current Air Force directives.

Section E. Lunch or other meal periods, during which the employee is entirely free of duties connected with his job, are generally not considered as duty time for which compensation is payable. Where overlap of more than one eight-hour shift in operation during a 24-hour period is not feasible to permit time off

for lunch, personnel are authorized an on-the-job lunch period of 20 minutes or less at or near their work station. This lunch period is a part of the eight-hour tour.

Section F. When it is necessary to make a permanent change in the scheduled hours of work, the Employer agrees to normally give the employees a minimum of seven (7) calendar days' written notice and written schedule before effecting the change. This does not apply if the change is at the employee's request. Normally, the employee will work the change at least two weeks before any additional change will be made.

Section G. When it is necessary to make a temporary change in hours of work and/or a change in shift, the Employer will notify the Chief Steward verbally as far in advance as possible. Notifications of change will be confirmed in writing by memorandum.

Section H. Heating Plant Employees Only. The administrative workweek commences on Sunday and ends on Saturday. The basic workweek will consist of five (5) eight-hour days as scheduled, due to the 24-hour operational requirement of this Unit. The schedule is as follows, however, Management retains the right to make changes:

Crew 1

0800-1600 Thursday through Monday Rest days Tuesday and Wednesday

Crew 2

1600-2400 Saturday through Wednesday Rest days Thursday and Friday

Crew 3

2400-0800 Wednesday through Sunday Rest days Monday and Tuesday

Crew 4

2400-0800 Monday through Tuesday
0800-1600 Wednesday
1600-2400 Thursday through Friday Rest days Saturday and Sunday

Crew 5

0715-1600 Monday
0800-1600 Tuesday (Operating Crew)
0715-1600 Wednesday through Friday Rest days Saturday and Sunday

ARTICLE 15

EMPLOYEE PARKING

Section A. The Employer shall establish parking plan(s) for WPAFB. The Employer may initiate changes at any time.

Section B. New and changed parking plans shall be an appropriate subject for negotiations in accordance with provisions of the AFMC/AFGE Master Labor Agreement.

Section C. The parties agree that adequate parking space exists on WPAFB for all employees to park. Employees may generally park in any unrestricted space on WPAFB in accordance with the current WPAFB parking regulation.

Section D. The union shall be authorized three (3) parking permits which, when prominently displayed in the windshield of a car, will permit the driver who is on official Union business to park in a visitor zone or government vehicle only zone without regard to posted time limits.

ARTICLE 16

MISCELLANEOUS PRIVILEGES

Section A. Union representatives will be permitted to use Government telephones for local use, when necessary to conduct proper labor-management relations activities. The telephone number of the AFGE Local Office will be listed in the WPAFB telephone directory.

Section B. When a member of the bargaining unit desires to discuss a personal matter in private with the Union, existing space, suitable for a private discussion, will be made available as near the work site as practical. Arrangements for such space will be conducted by the Union representative with the supervisor concerned.

ARTICLE 17

PUBLICITY

Section A. Sufficient space will be provided for installing and maintaining bulletin boards. A listing of existing Union bulletin boards will be provided to the Union upon publication of this agreement. Additional boards may be installed at other locations by mutual consent of both parties.

Section B. The Employer agrees that all employees will have access to all Air Force directives affecting personnel policies, practices and working conditions.

Section C. The Employer agrees to furnish the Union with one electronic copy each of Air Force directives in the 36 series, along with AFMC supplements and WPAFB supplements to 36 series directives. It is further agreed that the Employer will provide the Union with one copy of any published instruction, order, bulletin or notice and supplements or changes thereto, which affect the working conditions of employees in the Bargaining Unit. These will be provided upon request, which will specify the exact publication desired by number. Directives may be accessed electronically from the WPAFB Home Page at <http://www.e-publishing.af.mil>. When accessing directives electronically is not feasible, the employer may forward an electronic copy via e-mail to the Union Steward. Hard copies shall be provided upon specific request.

Section D. The Union may submit items for publication in the Skywrighter to the 88th Air Base Wing, Office of Public Affairs, or enter into arrangements with the publisher to purchase space. The Union recognizes that the Skywrighter is a house organ with an established editorial policy designed to further the interest and objectives of the Employer and the Air Force. The Employer will select items to be published on the basis of newsworthiness and conformance with the established editorial policy. All items submitted to the Skywrighter will be reviewed by the Labor Relations Officer except those for paid advertisement.

Section E. Information concerning Union meetings may be featured under the "Community Calendar" section of the Skywrighter at no cost to the Union. The Union may include point of contact information with the meeting schedule to include Union local logo, address, phone number, web site and e-mail address.

Section F. Publicity concerning Union membership drives will be published in the Skywrighter at no cost to the Union in accordance with Section D. of this article. At least 21 calendar days before the start of the membership drive, the Union will submit a request to the Labor Relations Officer for an article to be published. The article will be published one time per each membership drive.

ARTICLE 18

BASE CLEAN-UP

In the interest of safety and more pleasant working conditions, the Union and the Employer agree to encourage all employees to assist in efforts to provide a cleaner facility. The Union and the Employer further agree to encourage all members of the Bargaining Unit to police eating facilities where they are provided, in order that these eating facilities will provide a more healthful and safe place to eat.

ARTICLE 19

EQUAL EMPLOYMENT OPPORTUNITY

Section A. The Employer will establish a Commander's Quarterly Equal Employment Opportunity (EEO) Committee. A Union representative will be invited to serve on the EEO Committee. The committee will meet upon call by the committee chair.

Section B. An Affirmative Employment Program Plan (AEPP) will be prepared on an annual basis. This plan will reflect a summary of equal employment opportunity progress for work force and committee consumption. The Union shall have the right to semi-annually request statistical information on individual Unit organizations, and it will be provided if practical and available.

Section C. The Employer will give full consideration to nominees from the Union in the process of appointing EEO counselors.

Section D. The Equal Employment Opportunity Office will provide information on formal and informal complaints at the Installation Climate Assessment Committee (ICAC) meetings. The ICAC provides the Installation Commander with an assessment of the base human relations climate. Meetings are held on a semiannual basis (reporting periods covering 1 Oct – 31 Mar and 1 Apr – 30 Sep). A union representative will be invited to serve on the ICAC.

ARTICLE 20

DETAILS

Short-term details of 30 consecutive days or less will be recorded by the supervisor on AF Form 971, Supervisor's Employee Brief.

ARTICLE 21

DEVELOPMENTAL OPPORTUNITY PROGRAM (DOP)

Section A. The Developmental Opportunity Program (DOP) provides an avenue for employees in limited opportunity positions (GS-08 and below and WG-07 and below) to compete for developmental opportunities which enhance their potential for entry into occupational series with possible advancement. The DOP also provides managers/supervisors with greater flexibility and additional sources for filling vacant positions.

Section B. Specific positions to be used for the Program will be determined by management.

Section C. Employees selected for the DOP will receive training which will provide an opportunity to develop the employee for promotion to the target level. An individual training plan will be developed for each DOP position. These training plans will consist of on-the-job training and special short courses, government and nongovernment, when necessary and available.

Section D. Management and the Union agree to work jointly to publicize the objectives of the program, and the opportunities it provides employees for career development.

ARTICLE 22

SMOKING

Section A. Outdoor smoking areas will be provided for employees at each work site. While it is recognized obstacles exist to finding a pleasant, suitable site for bargaining unit members to smoke, e.g. proximity to flammable material, ventilation intake and other considerations, areas where smoking is permitted will be properly identified. The Employer will provide smoking areas that will:

(1) Be reasonably accessible.

(2) When there is an area with existing protection from the elements available, it will be utilized as a designated smoking area if appropriate.

(3) Appropriate receptacles will be provided in accordance with governing regulations/instructions/policy for discarding smoking material.

Section B. Smoking cessation assistance classes at WPAFB will be provided quarterly during both duty time and non-duty time on a space and funds available basis to those employees who wish to stop smoking.

Section C. Within 120 days of implementation of this agreement, the Employer will designate all smoking areas. No bargaining will be required to affect subsequent changes in smoking areas, as long as the changes are consistent with this article.

ARTICLE 23

PRINTING AND DISTRIBUTION OF THE AGREEMENT

Section A. The Employer shall prepare this Agreement in a final format that is agreeable to both parties.

Section B. After agency-head approval, the Employer shall print the Agreement and distribute a copy to each bargaining unit member in addition to providing 500 copies of the agreement to AFGE Local 1138.

Section C. The Employer will make this agreement available electronically on the Civilian Personnel Homepage.

ARTICLE 24

ULP INFORMAL SETTLEMENT

Section A. Purpose. This Article sets forth procedures for processing unfair labor practice allegations under 5 USC 7116 before such allegations are formally filed with the Federal Labor Relations Authority under its rules. The express intent of the parties is to facilitate informal discussion concerning alleged unfair labor practices and enhance the possibility of informal resolution thereof, before such allegations are formalized before a third party.

Section B. Application and Coverage. The procedures set forth herein will be applied when either party alleges that the other party has violated a provision of 5 USC 7116; however, allegations involving Section 7116(b)(7)(A) are exempt from this Agreement.

Section C. Rights under Law. The procedures set forth in this Article shall not negate either party's right under 5 USC 71 to allege violations of Section 7116 of that Title before the Federal Labor Relations Authority in accordance with its rules. However, where the parties execute a settlement agreement resolving a particular allegation, that allegation shall be precluded from further processing before the Authority.

Section D. Procedures.

(1) Where a party to this Agreement believes that the other party has engaged in any act prohibited by 5 USC 7116, that charging party will notify the responding party of an intent to file an unfair labor practice charge with the Federal Labor Relations Authority. Such notification must be received by the responding party at least 17 calendar days prior to the filing of such charge with the Authority. Alleged violations of Section 7116(b)(7)(A) of 5 USC 71 are exempt from this requirement and shall be processed in accordance with applicable rules of the Authority.

(2) Where the Union is the charging party, written or oral notification will be served upon the Labor Relations Officer. Where the Employer is the charging party, the Labor Relations Officer shall serve the Union President in writing.

(3) The written/oral notice must contain a clear and concise statement of the facts constituting the alleged unfair labor practice, including the time and place of occurrence of the

particular acts, any supporting documentation (optional), and the specific provisions of Section 7116 alleged to have been violated.

(4) The Labor Relations Officer and the Local Union President may meet informally to discuss the alleged unfair labor practice(s). Such meeting shall normally take place within 10 calendar days of receipt of written or oral notice by a responding party as provided above.

(5) When a discussion is held, a determination will be made as follows:

- (a) The issue
- (b) Facts leading to the alleged ULP
- (c) Identity of the witnesses the charging party desires to be contacted
- (d) Arrangements for further discussion between the parties

(6) The responding party may then fact find the case and develop information regarding the alleged ULP.

(7) The party notified of an unfair labor practice allegation as provided in Subsection (1) of this Section shall render a response to the charging party within 15 calendar days of receipt of such notice or within 15 calendar days of the meeting, whichever is later. If the facts support the proposed charge, remedies will be included in the response. If the parties are unable to resolve the matter, or if the responding party fails to issue a written response within the time limits provided herein, the charging party may then pursue the matter before the Federal Labor Relations Authority in accordance with its rules.

Section E. Time Limits. Where a charging party becomes aware of an alleged unfair labor practice less than 45 days prior to the expiration of time limits for filing an unfair labor practice charge concerning that allegation before the Authority, this Article shall not operate to prevent such timely filing with the FLRA. However, where such occurs as a result of lack of knowledge on the part of the charging party, written notice must be provided by the charging party to the responding party as soon as possible prior to the filing of a charge with the Authority.

Section F. Enforcement. Disputes over interpretation and application of this Article shall be resolved exclusively under the Negotiated Grievance Procedure.

