

**Between**

**Tinker Air Force Base  
Oklahoma City Air Logistics Center**

**And**

**Local 916  
American Federation of Government  
Employees**

## **PARTNERSHIP PRINCIPLES**

- \* Value and respect all members of the workforce**
- \* Focus on common interests and shared problems rather than rights and conflicting positions**
- \* Share information openly and freely**
- \* Build trust and treat each other as equals**
- \* Give priority to sustaining the partnership process**

**Agency Telephone Numbers Labor Relatio  
Office—739-3875 Fax— 739-4649**

**UNION Telephone**

**AFGE Local 916—734-5132**

**AFGE Satellite Office— 736-4376**

**Off Base—733-3851, 3852 Fax—733-5861**

## Table of Contents

<u>Article</u>	<u>Page</u>	<u>Title</u>
1	1	Recognition
2	1	Effect of Regulations and Policies
3	1	Administration
4	2	Official Facilities
5	3	Bulletin Boards and Newspaper
6	3	Union - Management Meetings Stands
7	4	Records
8	5	Solicitations
9	5	Overtime
10	9	Holidays
11	10	Reduction in Force (RIF)
12	13	Alternate Supervisors
13	14	Swing and Grave Shift Rotation
14	16	Employee Assistance Program
15	16	Miscellaneous Leave
16	18	Realignment/Reorganization of Work Force
17	18	Flexiplace
18	19	Scheduling of Work

## **Article 1**

### **Recognition**

This supplemental agreement is executed pursuant to authorization in Article 34 of the 2002 Master Labor Agreement between the American Federation of Government Employees, AFL-CIO, and the Air Force Materiel Command. The following articles constitute the Collective Bargaining Agreement between Local 916, American Federation of Government Employees, AFL-CIO, hereinafter referred to as the Union, and Oklahoma City Air Logistics Center, hereinafter referred to as the Employer.

## **Article 2**

### **Effect of Regulations and Policies**

Subsequent to the effective date of this supplement, where OC-ALC regulations or policies are in conflict or inconsistent with this Agreement, they are subordinate to the Agreement. Where law requires the inclusion of provisions in subsequently published regulations of higher authorities and they are in conflict with this Agreement, those provisions shall be governing.

## **Article 3**

### **Administration**

**Section A:** The base telephone directory will list the Union office numbers.

**Section B:** The Employer will provide the Union with three account codes for access to on-line publication libraries and the base Email system.

**Section C:** In March and September of each year, the Employer will furnish the Union a listing of all bargaining unit employees reflecting position title, pay plan, series, grade, AFGE membership,

organization and service computation date.

**Section D:** Upon request, employees will be allowed duty time to review regulations and policies pertaining directly to them as workload requirements permit. If release cannot be granted because of workload considerations, the supervisor shall advise the employee when release would be appropriate.

**Section E:** The employer will furnish the Union with 4000 copies of this contract

#### **Article 4**

##### **Official Facilities**

**Section A:** In the spirit of partnership and better labor-management relations, upon mutual agreement as to location the Union will be provided an office, to include a telephone with DSN, on-line publication libraries, and base Email capability, within Building 3001 in an area centrally located and readily accessible to bargaining unit members. The purpose of the office will be to provide a work area affording reasonable privacy for Stewards to work on grievances, provide assistance to bargaining unit members, and receive documents. It is understood there is no intention to deviate from past practice or the Master Labor Agreement concerning Official Time. The Union will maintain the office in accordance with commonly accepted standards, establish set operating hours during prime periods (i.e., mid-day), and will assure the office is staffed during operating hours. The Union will be allowed use of the Base Mail system in accordance with established regulations to distribute official correspondence and related information of interest to bargaining unit members. Information that is defamatory, political, or concerning internal Union business will not be sent through the Base Mail or Email systems.

**Section B:** Union representatives will be permitted to use government telephones for local calls when conducting labor-management relations. The closest phone that provides reasonable privacy will be utilized.

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

## **Article 5**

### **Bulletin Boards and Newspaper Stands**

**Section A:** The Employer agrees to afford space on Tinker Air Force Base for a maximum of 200 Union bulletin boards and a maximum of 100 Union newspaper stands in buildings that employ members of the base wide bargaining unit. The bulletin boards and newspaper stands will be furnished by the Union. Each bulletin board will not exceed 25" by 35" in size. Each newspaper stand will be 36" high, 16 1/2" wide and 12" deep.

**Section B:** The Union is solely responsible for the maintenance and appearance of all Union bulletin boards and Union newspaper stands. Labor Management Relations Office or other representative designated by the ALC Commander will notify the Union of any Union bulletin board or Union newspaper stand requiring maintenance or becoming a safety hazard because of its condition or location. The Union will remove, replace or repair such bulletin boards or newspaper stands within fourteen calendar days from the date such notifications are received. Bulletin boards and newspaper stands that have not been repaired or replaced in accordance with the above notifications shall be removed and disposed of by government officials.

**Section C:** The Union may place Union newspaper stands and/or bulletin boards at entrances and in break areas where similar information sources are located. It is understood by the Parties that approval of the Management official or supervisor responsible for the area will be obtained for the location utilized for Union newspaper stands and/or bulletin boards, and that appropriate fire and safety rules will be complied with. When Union newspaper stands and/or bulletin boards are located in areas where employee access is restricted, the stands must be set up and serviced by an employee who is properly cleared to enter the restricted area.

## **Article 6 Union**

## Management Meetings

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

**Section B:** This article does not preclude informal contacts and communications. Such communications are encouraged to resolve problems at the lowest possible levels.

**Section C:** Consistent with the Master Labor Agreement, the Union shall have a right to have a representative on committees considering matters that affect unit employees. The Union will be afforded an opportunity to participate at the onset of said committees. Union representatives on these committees will be on official time if they would otherwise be in a duty status when attending committee meetings, appropriate shift changes will be made to accommodate participation.

## Article 7

### Records

**Section A:** Employees may review the Official Personnel Folder and Employee Personnel Folder pertaining to them. This privilege will be extended to an employee's representative upon the tendering of a notarized statement of authorization signed by the employee. Upon request, employees or their properly authorized representative will be given a copy of documents contained in their Official Personnel Folder and Employee Personnel Folder.

**Section B:** When an Official Personnel Folder or Employee Personnel Folder is not immediately available for review when requested, the employee or properly authorized representative will be advised as to how long the folder has been checked out.

**Section C:** AF Form 971, Supervisor's Record of Employee, is the supervisor's record of subordinate employees. Employees are permitted to review the AF Form 971 pertaining to them upon

request. Employees may authorize their supervisor to disclose the AF Form 971 pertaining to them to their properly authorized representative. Any other access to AF Form 971

is limited to persons having an official need to know. Upon request, employees or their properly authorized representative will be given a copy of each document or entry placed in the AF Form 971 pertaining to them.

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

## **Article 8**

### **Solicitations**

The Employer agrees to ensure that no employee is subject to any compulsion, harassment, coercion or reprisal in connection with the solicitation of voluntary contributions. Employees may participate in fund raising efforts by submitting sealed, unmarked envelopes provided by the Employer. The intent is for individual employees not to be placed in a situation where they are required to give a yes or no answer to the solicitor, nor will they be contacted a second time after their initial participation. No list will be kept showing employees' names or amounts of contributions except by official responsible for the accounting process. No such information will be displayed or disclosed to unauthorized persons.

## **Article 9**

### **Overtime**

Section A: The opportunity for overtime assignments will be rotated equitably, at the lowest supervisory or work crew level, among employees, by grade and SCO, who have the ability to perform the tasks for which overtime is required. Overtime work will not be assigned as a reward or penalty. Supervisors will

maintain overtime rosters, based on service computation date and grade, to assure that each employee receives an equal opportunity for overtime assignment. Separate rosters will be established for overtime on scheduled workdays and for overtime on scheduled days off of employees. The rosters will be maintained 6 months or until all outstanding grievances are settled. The steward, who has been designated as representative for the particular organization, may review rosters, upon request. When an employee has been loaned or detailed to the same organization in excess of 30 consecutive days, the employee will be removed from the overtime rosters of his/her assigned organization on the 31<sup>st</sup> day and placed in the appropriate spot on the overtime roster of the organization to which loaned or detailed. The employee may be placed on the roster of the gaining organization and removed from the roster of the losing organization prior to the 31<sup>st</sup> day if the gaining supervisor determines the employee possesses the abilities to perform the overtime work.

**Section B:** The supervisor is responsible for determining the necessary ability required to perform the overtime tasks. Employees not certified on the tasks to be performed can work overtime if they are determined qualified to the extent necessary. An employee's abilities, as they relate to overtime assignments, will be discussed with the employee upon request and a written record of the discussion will be placed in the employee's 971 file.

**Section C:** Codes used to record overtime opportunities include: W for employees who work and are to be paid at the overtime rate; C for employees who work and request compensatory time in lieu of overtime pay; D for employees who decline; LA for employees who lack the necessary ability to perform the overtime duties; NA for employees not available (employee is not in a duty status when the roster is run); and M for an employee passed due to a military obligation. The employee will initial the roster for codes D and C.

**Section D:** When employees are to be scheduled to work overtime on their regular days off, they will normally be given a minimum of one and one half work days' notice before the overtime is scheduled to begin. When employees are to be scheduled to work overtime in conjunction with their normal workday, they will normally be given a minimum of two hours' notice before the overtime is scheduled to begin. The designated division steward, upon request, will be informed of overtime

worked, the number of hours and employees involved, and the abilities required for the work performed.

Section E: Overtime work will be compulsory only when organizational requirements must be met. When non-volunteer employees have been compelled to work four consecutive scheduled days off, the appropriate branch steward may request and will be granted a meeting with the appropriate branch chief to discuss the situation. If the problem is not resolved it may be elevated to the next supervisory level. Upon presentation of valid documentation to the supervisor, an employee may request exemption from compulsory overtime for reasons of health, education, hardship or religion. The supervisor, upon consideration of the provided documentation and the need to have the employee on duty, may grant the exemption. When overtime requirements cannot be met by volunteers within the supervisory area or work crew, the supervisor responsible for the work to be performed may solicit volunteers from other supervisory work areas or work crews. Selection within the other supervisory work area or work crew will be consistent with the provisions of Sections A and B above.

Section F: Employees will be allowed a ten-minute paid break at the beginning of any overtime period of two hours or more immediately following an eight-hour shift. Employees will be allowed a paid ten-minute break during the middle of each period of four consecutive hours of overtime work.

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

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

Section I: When it is determined through the grievance or arbitration process, that the grievant, or grievants, have been



## **Article 10**

### **Holidays**

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

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

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

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

Section E: Employees who work on holidays as part of a long weekend will be given first consideration for overtime work during the weekend. If the holiday falls on Monday or Tuesday, it will be considered to be in conjunction with the preceding weekend. If the holiday falls on Wednesday, Thursday, or Friday, it will be considered to be in conjunction with the following weekend. If the overtime requirement is not filled by

employees working the holiday, the overtime roster will be used to complete the overtime requirement. When employees work overtime out of turn in connection with a holiday, they will have taken their next turn and the overtime roster will be so annotated. If an employee working a holiday declines overtime in connection with the holiday, the declination will be charged to the employee's next turn on the overtime roster.

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

### **Article 11**

#### **Reduction in Force (RIF)**

##### Section A: Notification Requirements

- 1) At the earliest feasible date, and prior to notification of affected employees, the Employer will notify the Union of the proposed implementation date of a Reduction in Force (RIF) and/or transfer of function activity where five or more unit employees are identified to be reduced in grade or separated by reduction in force procedures.
- 2) The Employer agrees to provide the following information as soon as it is available to the Union:
  - (a) The reason for the RIF or transfer of function.
  - (b) The numbers, types and grades of employees involved.
  - (c) The anticipated effective date of the action.
- 3) The Union may designate one representative who will be permitted to review RIF notices and placement actions pending issuance by the Civilian Personnel Office. All persons who have access to RIF information will maintain the confidence of the information until such information is officially released. This does not preclude the Union representative(s) designated in accordance with this Section from discussing the RIF and information pertaining thereto with the local Union President who will also abide by the confidentiality requirement. If the RIF will reduce in grade, separate, or otherwise adversely affect

300 or more activity unit employees, one representative for each multiple of 300, not to exceed 4 representatives, may be designated by the union. The Union may appoint an alternate for each designee with the understanding the alternates will only be recognized when the primary representative(s) is not available to perform the designated duties.

Section B: Reducing Impact of RIF

- 1) In the event of a RIF, existing vacancies will be utilized to the maximum extent possible to place employees in continuing positions in order to minimize adverse actions and reduce separations.
- 2) The Employer shall request, when appropriate, that HQ AFMC, or other authority as appropriate, determine the agency is undergoing a major RIF for the purpose of authorizing voluntary retirements under 5 USC 8336(d)(2). Upon request, the Employer will provide the Union information and consider recommendations concerning selection criteria for early retirement and associated incentives to be offered to bargaining unit employees.
- 3) At such time as a RIF has been announced, the Employer shall meet individually with affected employees eligible for optional or involuntary retirement and who request it to explain its benefits.

Section C: RIF Placement

- 1) The Employer, consistent with mission requirements, shall make a maximum effort to waive qualification requirements in assignments to vacant positions during reductions in force.
- 2) Employees whose qualification requirements were waived and placed in a position with different duties from those previously performed will receive job related training as determined necessary by the Employer to enable the employee to perform work at an acceptable level.

Section D: Access to Information

- 1) Retention registers shall be established and employees listed in order of their retention standing, tenure group, and sub-group.
- 2) An employee affected by RIF or the designated representative has the right to inspect RIF records pertaining to the employee's individual action.

Section E: RIF Notices

The Employer shall provide a written notice to each employee affected by a change to lower grade or separation in a RIF at least sixty (60) calendar days prior to the effective date. The notice shall state what action is being taken, the effective date of the action, the employee's service computation date, and sub-group. It shall describe the employee's competitive area and competitive level. Rights of appeal and time limits on such appeals will also be in the notice.

Section F: Pay Retention

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

Section G: Off Base Unemployment/Reemployment

- 1) In the event of a RIF affecting release of employees, the Employer will determine from the appropriate State Employment service whether any of the affected employees may be eligible for training at government expense and, if so, will inform the employees how to apply for such training.
- 2) The Employer will advise employees who are separated by RIF of other federal agencies within the competitive area who may be a possible source of employment.
- 3) Any career or career conditional employee who is separated because of RIF will be placed on a reemployment priority list in accordance with applicable rules and regulations, and such employees will be given preference for rehiring in temporary and permanent positions for which they are qualified. It is understood the acceptance of temporary employment will not alter an employee's right to be offered permanent employment.

Section H: Details During RIF

Employees on detail will not be released from the position of detail but rather the employee's permanent position.

Section I: Transfer of Function - Relocation Expenses

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

Section J: Employees Who Choose Not to Transfer For employees who do not wish to transfer with their function, the Employer will make every effort to find a position within the competitive area to place the employee in accordance with mandatory placement priorities.

Section K: Information Update to Union

- 1) The Employer will periodically update the Union on the status of the RIF and/or transfer of function.
- 2) Employees who are downgraded as a result of RIF will be entitled to appropriate priority promotional consideration in accordance with Article 14 of the Master Labor Agreement.

**Article 12**

**Alternate Supervisors**

Section A. Alternate supervisors are defined as non-supervisory personnel assigned temporary and limited supervisory duties in the absence of the regular supervisor.

Section B. Alternate Supervisor's will be identified to all employees prior to the absence of the regular supervisor, or as soon as possible in the event of unforeseen absence. Written identification is preferred, for example via posting, personnel notice, or Email. Alternate supervisors act only during absence of the supervisor.

Section C. Alternate supervisors will be given access to personnel and time-keeping information on a need-to-know basis. All alternate supervisors will be briefed and held accountable on Privacy Act and confidentiality.

Section D. Employees desiring to serve as alternate supervisors may request consideration in writing.

Section E. Employees serving as alternate supervisors will receive credit in accordance with established procedures for documenting experience in the personnel data system.

### **Article 13**

#### **Swing and Graveyard Shifts**

Section A, Purpose: This Article establishes procedures for establishing, terminating, or rotating bargaining unit personnel on swing (evening) and grave (night) shifts.

Section B. Management retains the right to determine the numbers, types, and grades of positions assigned to each shift.

Section C. Supervisors will maintain a shift rotation roster for each shift separate from other rosters. Employees will be listed on the roster by series and grade in descending SCO order. Nature of individual shift assignment will be noted on the roster as V for volunteer or M for mandatory (compulsory).

Section D. Should management reduce manning on any shift, determination of who will move will be based on volunteers in descending seniority order and, if there are insufficient volunteers, reductions will be determined by ascending seniority order among remaining employees on that shift.

Section E. Shift assignment shall normally be for 12 weeks as follows:

- 1) Personnel on day shift will be given the opportunity to volunteer for vacant positions on swing or grave shifts in descending seniority order. In the event there are insufficient volunteers, persons from swing and graveyard shift may volunteer for the vacancy.
- 2) If there are insufficient volunteers to fill a shift, assignment to vacant positions shall be rotated among remaining employees on day shift in ascending seniority order.

Section F. Should an employee voluntarily remain on graveyard or swing shift beyond the normal rotation cycle of twelve (12) weeks, that employee will be considered permanent on that shift

Section G. When an employee who is permanent on swing or grave shift desires to return to day shift, the employee must provide written notice at least (3) weeks prior to the normal shift rotation or the desired date of change in the event a rotation date was not required (i.e., all personnel on the shift are permanent.)

Section H. Management retains the discretion to approve/disapprove out-of-cycle requests for shift change, as well as exceptions to shift rotation based on hardship. All hardship exemptions will be considered on a case-by-case basis. An employee must submit a request for a hardship exemption in writing at least two weeks prior to the normal shift rotation. The supervisor will provide the employee a written reply to each hardship exemption requested. Hardship requests and notifications of denial may be reviewed by higher management officials and their Union counterparts to ensure fair and equitable treatment of Bargaining Unit Employees.

Section I. Employees will be given a minimum of two weeks written notice of a shift change. The employer will attempt to publicize tentative rotation in advance of the two-week notice.

Section J. Bargaining Unit Employees assigned to swing or grave shifts who are temporarily assigned to training, to include military training, or short-term special projects will receive a temporary shift change to meet that requirement.

Section K. The placement of Bargaining Unit Employees on any shift will not be a reward or punishment, but this provision is not intended to prevent management from exercising their rights regarding discipline or remedial training.

Section L. Management will determine initial shift assignment of new employees.

Section M. Voluntary rotation will not relieve an employee from any mandatory rotation assignment. Hardship out-of-cycle, or exemption will relieve an employee from mandatory rotation assignment for the duration of the accommodation.

Section N. Newly assigned employees on day shift who desire permanent assignment to grave or swing shift may exercise their seniority to volunteer for vacant positions on the next rotation cycle following assignment to organization. Continuation on the shift will be in accordance with Items f. and g. of this

Agreement.

#### **Article 14**

#### **Employee Assistance Program**

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

Section B, Participation:

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

Section C, Confidentiality:

- 1) Confidentiality of medical records of employees will be preserved in accordance with current public laws and regulations.
- 2) Records of employees no longer participating in the program will be maintained in accordance with applicable laws and regulations.

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

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

**Article 15**  
**Miscellaneous Leave**

Section A: When possible, Leave Without Pay (LWOP) will be granted to members of the Union to serve with AFGE for periods up to one year. Initial grants of LWOP will not exceed one year. Extensions beyond one year will be approved only by the Commander or a designated representative. Such extensions should be requested thirty days prior to the expiration date of the approved period. Union members on LWOP under the provisions of this Article shall be entitled to return to their positions at any time, if their positions still exist. If their positions no longer exist, such members will be afforded full employment rights under Air Force regulations. Short periods of LWOP under this Article will not reflect unfavorably on Union member's performance.

Section B: Employees are encouraged to volunteer as blood donors without compensation. When workload permits, an employee should be excused from work without charge to leave

for the time necessary to donate blood, for recuperation following blood donation, and for necessary travel to and from the donation site. The maximum excused time should not exceed four hours, except in unusual cases. When the employee must travel a long distance or when unusual need for recuperation occurs, up to an additional four hours may be authorized. The same rules will apply for donation of platelets or plasma with the understanding the frequency will also be the same as for whole blood, except in special need situations. Employees must obtain approval for the time to donate blood in advance from the supervisor to be granted leave. If release cannot be granted because of workload considerations, the supervisor shall advise the employee when release would be appropriate. Employees, upon their return to work, must furnish original documentation, signed by an official of the institution receiving the donation, showing the date, time and place of the donation for verification (and reproduction if desired) by the supervisor. Requests for additional recuperation time will be supported by a doctor's certificate. Approval of additional time will be at the directorate or major staff office level.

Section C: Court Leave will be granted when an employee is called as a witness in any action to which any level of government is a party. Employees must present documentation issued by an appropriate authority specifying the actual times and dates the employee is in a witness status.

Section D: Voting Leave

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

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

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

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

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

## **Article 16**

### **Realignment/Reorganization of the Work Force**

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

Section B: The Union will be notified as soon as plans are identified that impact changes to conditions of employment of any reorganization of employees in the Bargaining Unit, in order for the Union to bargain impact and implementation with respect to reorganization(s)/ realignment(s).

### **Article 17 Flexiplace**

Recognizing the use of flexiplace can be mutually beneficial to both management and the employee in certain circumstances, it is agreed use of flexiplace will not constitute a requirement for notification or bargaining provided the agreement is mutually agreed to by management and the employee.

## **Article 18**

### **Scheduling of Work**

It is agreed and understood the scheduling of work is a management right to be accomplished in accordance with applicable rules and regulations (e.g., API 36-807, Weekly and Daily Scheduling of Work and Holiday Observances). Although not intended to be comprehensive of all established past practices, common guidelines are set forth below as a reminder and changes to existing working conditions are to be processed in accordance with Section 33.03 of the 2002 Master Labor Agreement.

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

B. Lunch Periods: When supervisors schedule lunch (or other meal), a period during which the employee is entirely free of the duties of his or her position, the period is not considered

as duty time for which compensation is paid. Employees shall remain free of work during their lunch periods for which no compensation is paid unless otherwise negotiated. Lunch periods during the normal eight-hour duty day will begin no earlier than three hours after the start of the shift and no later than five hours after the start of the shift. If employees are required to work through their normally scheduled lunch due to workload, they will have the option to take lunch at a later time. Overtime provisions will apply when an employee works more than eight hours in a day due to the fact the employee was required to work through their normal lunch period.

C. Clean-up Time: Incidental duties that are directly connected with the performance of a job, such as don and doff personal protective equipment, obtaining and replacing working tools and materials or clean-up, are considered part of the job requirements to be accomplished within the employee's established tour of duty. Supervisors must arrange work shifts so time required for incidental duties will be part of the normal workday.