



# NOTICE TO EMPLOYEES

## NONAPPROPRIATED FUND INSTRUMENTALITIES ACT

### LOS ANGELES AIR FORCE BASE SERVICES DIVISION

(Employer)

In accordance with the provisions of the Nonappropriated Fund Instrumentalities Act and the Regulations of the U.S. Department of Labor, Employment Standards Administration, Office of Workers' Compensation Programs, this employer has become a self-insurer under the Act and has made appropriate deposit of securities for the payment of workers' compensation benefits to employees and their dependents with respect to injuries and deaths that arise out of and in the course of employment.

## WHAT TO DO WHEN INJURED AT WORK

- NOTIFY YOUR EMPLOYER IMMEDIATELY. If possible, complete Form LS-201, Notice of Injury, available from your employer.
- MEDICAL TREATMENT. Request authority (Form LS-1) from your employer for treatment by the physician you choose. In an emergency or if unable to contact your employer, go to the nearest hospital or physician, but be sure to let your employer know as soon as possible.
- DISABILITY. If you are disabled more than 3 days, contact your employer indicated on this notice for payment of compensation, payable 14 days after the injury.
- IMPORTANT! The law requires you to give written notice of injury (Form LS-201) to your employer and to the Office of Workers' Compensation Programs within 30 days. The address of the Office of Workers' Compensation Programs District Office for this area is:

**401 OCEAN BLVD SUITE 720  
LONG BEACH, CA 90802-4965**

<p>THE ADDRESS OF THIS SELF-INSURED EMPLOYER IS:</p> <p><b>10100 REUNION PLACE SUITE 502</b></p> <p><b>SAN ANTONIO, TX 78216-3148</b></p> <p>TELEPHONE <b>800-828-3065</b></p>	<p><b>For Further Assistance and Information</b></p> <p>On request, the Office of Workers' Compensation Programs will explain benefits and proceedings under the above Act. The Office of the Solicitor in the U.S. Department of Labor is also available for legal assistance in processing a claim. In addition, the Office of Workers' Compensation Programs will inform employees receiving compensation about medical and vocational rehabilitation services, and will assist in obtaining such services.</p>
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Authorized signature for the Employer

**01 JANUARY 2007**

Date signed

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
OFFICE OF WORKERS' COMPENSATION PROGRAMS (OWCP)

**THIS NOTICE MUST BE POSTED AND MAINTAINED IN A CONSPICUOUS PLACE IN AND ABOUT THE PLACE OF BUSINESS. (33 U.S.C. 934)**



SECRETARY OF THE AIR FORCE  
WASHINGTON

JAN 8 2016

MEMORANDUM FOR DISTRIBUTION C  
ALMAJCOM-FOA-DRU

SUBJECT: Equal Opportunity (EO) and Non-Discrimination Policy Memorandum

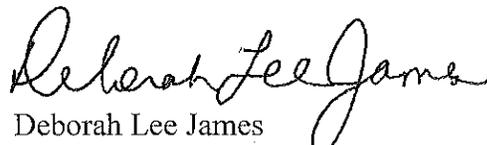
The welfare of our Airmen, military and civilian, is my most important priority, and I am fully committed to ensuring each Airman is provided the dignity and respect he/she so rightfully deserves. Air Force policy is simple: Unlawful discrimination, sexual harassment, or harassment of any kind will not be tolerated or condoned by anyone. Additionally, at no time should any reprisal action be taken against any member or employee who participates in an EO process or discloses possible EO or harassment violations. Any Airman who violates this policy may be subject to discipline.

Unlawful discrimination against civilian Airmen entails failing or refusing to hire or promote, discharging, or otherwise discriminating against any individual with respect to compensation, terms, conditions, or privileges of employment because of a person's race, sex (including pregnancy, gender identity, and sexual orientation), color, religion, national origin, age, genetic information, disability, or prior EO activity. In the military EO context, discrimination is any unlawful action that denies equal opportunity to persons or groups based on their race, color, sex, national origin, religion, or sexual orientation.

Commanders at all organizational levels will be held accountable for creating a workplace free of unlawful discrimination and unlawful harassment and will communicate this policy using commander's calls/briefings and Installation Commander's (IC) and Secretary of the Air Force (SecAF) policy memos, consistent with AFD 36-27, Equal Opportunity and AFI 36-2706, Equal Opportunity Program, Military and Civilian.

Incidents of unlawful discrimination or unlawful harassment may also be reported to the Air Force Discrimination Hotline at 1-888-231-4058, or the National Guard Bureau's EO Hotline at 703-607-5462 or 1-800-371-0617.

The Air Force's greatest asset is the diversity of our people. I expect all Airmen to maintain the highest standards of personal and professional conduct at work, home and abroad, and I will accept nothing less.

  
Deborah Lee James  
Secretary of the Air Force

Attachment  
Additional SecAF Equal Opportunity Guidance

## ATTACHMENT

### ADDITIONAL SECRETARY OF THE AIR FORCE EQUAL OPPORTUNITY GUIDANCE

1. Sexual harassment may include sexual jokes and comments, sexual propositions, comments about a person's body parts, uninvited physical contact, and any sexual picture or statement communicated through computer systems, telephones, and/or social media. Harassing conduct, regardless of whether the conduct violates EO law, will not be tolerated. Immediate and appropriate corrective action (including disciplinary action, if appropriate), will be used to eliminate harassing conduct.
2. Unlawful harassment includes creating an intimidating, hostile working environment for another person on any of the above stated bases. Unlawful sexual harassment includes unwelcomed sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature, particularly when submission to such conduct is made directly or indirectly a term or condition of employment, or when an employment decision is based on the person's submission to or rejection of such conduct.
3. Workplace disputes should be resolved promptly and at the lowest possible level. Civilian Airmen who believe they have been subjected to unlawful discrimination or unlawful harassment should report it promptly to their supervisor or their local EO office. Military Airmen who believe they have been subjected to unlawful discrimination or unlawful harassment should attempt resolution at the most appropriate level within the chain of command. If a superior, military or civilian, is alleged to have engaged in the offending conduct, the report should be made promptly to the next level or the local EO office. Civilian Airmen also have available an avenue of redress regarding harassment through the negotiated or agency grievance processes within their civilian personnel office or with the Inspector General at their installations.
4. It is the duty of each commander to: (1) post within their unit the Installation Commander and SecAF policy memos regarding unlawful discrimination and unlawful harassment; (2) ensure all Airmen, military and civilian, under their supervision are aware of this policy and know they should report violations without fear of reprisal or retaliation; (3) ensure complaints are properly investigated; (4) take appropriate corrective action when a violation is found; and (5) provide their local EO office a written memorandum regarding EO issues worked within the unit, to include commander-directed investigations.
5. In order to facilitate healthy work and living environments, commanders shall conduct organizational climate assessments utilizing the Defense Equal Opportunity Management Institute (DEOMI) Organizational Climate Survey (DEOCS).

# Los Angeles Air Force Base Equal Opportunity Office

The equal opportunity program promotes a positive human relations climate, free from sexual harassment and unlawful discrimination based on **race, color, national origin, religion, sexual orientation or sex (also age, disability (mental or physical), equal pay, GINA, and retaliation for civilian employees)**. The EO program is a function of leadership and command. The goals of the EO program are to enhance unit cohesiveness, military readiness and mission accomplishment. Our office serves active-duty, DoD civilians, family members and retirees. We also assist commanders at all levels in identifying factors impacting the human relation climate in their unit.

Military Complaint Process (MEO)	Civilian Complaint Process (EEO)
<ul style="list-style-type: none"> <li>• Informal complaint uses the chain of command to resolve alleged offense. No time limitations.</li> <li>• Formal complaint must be filed <b>within 60 days</b> of alleged discrimination (waivered ONLY with Installation Commander approval).</li> <li>• Formal complaint process seeks resolution within 20 duty days for discrimination complaints and 14 duty days for sexual harassment.</li> </ul>	<ul style="list-style-type: none"> <li>• Complaint must be filed within <b>45 calendar days</b> of alleged discrimination, or in case of personnel action, within 45 calendar days of becoming aware of the personnel action.</li> <li>• After complaint has been filed, the EO counselor has 30 days to conduct a fact finding/limited inquiry.</li> <li>• Complainant has 15 calendar days to file formal complaint after final interview.</li> <li>• If accepted, investigation is concluded by the Investigation Resolution Division (IRD) within 180 days.</li> </ul>

**NOTE:** We offer Alternative Dispute Resolution (ADR) throughout the complaint process. ADR includes mediation, facilitation, structured negotiation, and other collaborative problem solving technique, or any combination thereof.

## Other Services Provided:

- |                               |                                |
|-------------------------------|--------------------------------|
| - Climate Assessments         | - Commander's Calls            |
| - Customized Briefings        | - Advisor, Special Observances |
| - Out & About Program         | - Referral Services            |
| - EOT Incident Clarifications | - Human Relations Education    |



**SMC/EO**

*Building 270 Room 126*

*DSN: 633-1902 Commercial: 310-653-1902*

**Air Force Discrimination Hotline: 1-888-231-4058**

SMCVA 36-201, 20 Jan 2016

Prescribed By: AFI 36-2706

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OPR: SMC/EO

RELEASABILITY: There are no releasability restrictions on this publication

## Safety/Security Monitors and Inspector General Representatives

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Bill Fields	IG	310-653-2131	William.Fields.8@us.af.mil

# EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

## Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

## Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness\*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.\*

**\*The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

## Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

## Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months\*, and if at least 50 employees are employed by the employer within 75 miles.

**\*Special hours of service eligibility requirements apply to airline flight crew employees.**

## Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and

a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

## Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

## Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

## Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

## Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

## Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

## Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

**FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.**



For additional information:  
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627  
[WWW.WAGEHOUR.DOL.GOV](http://WWW.WAGEHOUR.DOL.GOV)

U.S. Department of Labor | Wage and Hour Division



WHD Publication 1420 · Revised February 2013

### 14.17. Family Friendly Leave Act (FFLA)

14.17.1. FFLA, P.L. 103-388, enacted into law on 22 Oct 94. This authority is administratively extended to NAF employees. The FFLA expands the use of sick leave for certain NAF employees. These employees may now use sick leave for the following two reasons:

14.17.1.1. Family care. To give care or otherwise attend to a family member having an illness, injury, or other condition which, if the employee had such a condition, would justify the use of sick leave by such an employee.

14.17.1.2. Bereavement. For purposes relating to the death of a family member, including to make arrangements for or attend the funeral of such family member.

14.17.1.2.1. The term —family member‖ means spouse and parents thereof; children, including adopted children, and spouses thereof; parents; brothers and sisters, and spouses thereof; an individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

14.17.1.2.2. The term —children, including adopted children, and spouses thereof,‖ as used covers adult sons and daughters, and spouses thereof, whether disabled or not.

14.17.1.2.3. The term —illness, injury or other condition‖ includes physical or mental illness; pregnancy and childbirth; medical, dental or optical examination or treatment.

14.17.2. Limitation on Use of Sick Leave for Family Care or Bereavement. The FFLA authorizes the use of up to 40 hours of sick leave per leave year. There is no minimum balance of sick leave required to use the first 40 hours. In addition, an employee who maintains a minimum balance of at least 80 hours of sick leave may use up to an additional 64 hours of sick leave per leave year, bring the total amount of sick leave available for family care and bereavement purposes to a maximum of 104 hours per leave year.

14.17.3. Calculation of Sick Leave Hours for Family Care or Bereavement.

14.17.3.1. For the employee who works 40 non-overtime hours per week consistently and regularly throughout the leave year, the number of sick leave hours that may be used for family care and bereavement are those authorized para 14.17.2.

14.17.3.2. For all other employees, the basic amount of sick leave that may be used for family care and bereavement shall be equal to the average number of non-overtime hours of work in the employee's scheduled workweek. To determine the employee's average number of non-overtime hours in a workweek, a weekly average of the number of non-overtime hours scheduled over the twelve workweeks prior to the date leave commences is used as the basis for calculation. In addition, an employee who maintains a sick leave balance equal to at least twice the weekly average of non-overtime hours worked each week as computed above, may use an additional amount equal to the number of hours of sick leave normally accrued by the employee during a leave year minus the basic amount of sick leave authorized for FFLA. As the number of hours in the employee's workweeks vary, entitlement to any remaining sick leave for FFLA must be recalculated for each subsequent request for sick leave throughout the leave year.

Example of calculation. A regular employee, who works a different number of non-overtime hours each week, has requested sick leave for family care.

Total non-overtime hours worked preceding 12 workweeks	395
Average number of non-overtime weekly hours (395 divided by 12)	32

Number of basic sick leave hours for FFLA authorized	32
Sick leave balance required to take any further sick leave for FFLA (32x2)	64
Number of sick leave hours normally accrued during leave year (32 hrs x 52 weeks x 5%)	83
Number of additional sick leave hours for FFLA authorized (83 minus 32)	51
Total sick leave hours for FFLA	83

14.17.3.3. Granting Sick Leave. Sick leave for family care and bereavement must be requested and approved in the same manner as sick leave for personal illness or medical care, and the same documentation requirements apply.

14.17.3.4. The amount of sick leave granted to an employee described in 14.17.3.1, may not exceed a total of 104 hours per leave year. The amount of sick leave granted to an employee described in 14.17.3.2, may not exceed the number of hours of sick leave normally accrued by that employee during a leave year.

14.17.3.4.1. To be granted any sick leave during any leave year in an amount exceeding 40 hours (for the employee described in 14.17.3.1), the employee concerned shall retain in his or her sick leave account a balance of at least 80 hours after deducting the amount requested that exceeds the basic 40 hours. For example, if an employee requests 104 hours of sick leave for family care, the employee must have a beginning sick leave balance of 184 hours.

14.17.3.4.2. To be granted any sick leave during the leave year in an amount exceeding the average number of hours in the employee's workweek (for the employee described in para 14.17.3.2), the employee concerned shall retain in his or her sick leave account a balance of at least twice the average number of hours in the employee's average workweek. Using the example in para 14.17.3.2, if this employee requested all 83 hours of sick leave authorized, the employee must have a beginning sick leave balance of 147 hours.

14.17.3.5. Interaction with VLTP. An employee who applies to become a leave recipient under the VLTP to care for a family member is required to use the sick leave available to him or her under the provisions of the FFLA before he or she is eligible to become a leave recipient of donated annual leave.

14.17.3.6. Recordkeeping Requirements. All supervisors will be required to maintain information manually on employees who use sick leave for family care or bereavement. The NAF-HR will issue periodic reminders about the need to maintain the required information, including the need to transfer the information whenever another supervisor within the organization assumes leave-approving duties for an employee. When an employee resigns, or transfers to another installation, all sick leave hours used for family care and bereavement in the current leave year is submitted to the NAF-HR to record on 150, Record of Leave Data, and filed in the employee's OPF.

**14.16. Family and Medical Leave Program.**

14.16.1. Background. The FMLA was enacted into law on 5 Feb 93 with an effective date of 5 Aug 93.

14.16.2. Purpose. The FMLA established a family and medical leave program for Federal employees. An employee is entitled, during a twelve-month period, to a total of twelve weeks of unpaid family and medical leave, with employment and benefit protection, for one or more of the following reasons: (a) the birth of a son or daughter of the employee and the care of such son or daughter; (b) the placement of a son or daughter with the employee for adoption or foster care; (c) the care of a spouse, son, daughter, or parent of the employee if such spouse, son, daughter, or parent has a serious health condition; or (d) a serious health condition of the employee that makes the employee unable to perform any one or more of the essential functions of his or her position. Family leave covers the situations described in (a), (b), and (c), above; medical leave covers the situation described in (d), above. The National Defense Authorization Act for FY 2008 (NDAA), Public Law 110-181, amended the FMLA to allow eligible employees to use their 12 weeks of job-protected leave in the applicable 12-month period for any —qualifying exigencyll arising out of the active duty or call to active duty status of a spouse, son, daughter or parent. The NDAA also amended the FMLA to allow eligible employees to take up to 26 weeks of job-protected leave in a —single 12-month periodll to care for a covered service member with a serious injury or illness.

14.16.2.1. The —single 12-month periodll for leave to care for a covered service member with a serious injury or illness begins on the first day the employee takes leave for this reason and ends 12 months later, regardless of the 12 month period established for other types of FMLA leave.

14.16.2.2. An eligible employee is limited to a combined total of 26 workweeks of leave for any FMLA-qualifying reason during the —single 12-month period. (Only 12 of the 26 weeks total may be for a FMLA-qualifying reason other than to care for a covered service member.)

14.16.3. Notification Requirement. A notice describing the FMLA's provisions is posted in a prominent place in the worksite. The notice is at least 8½ inches by 11 inches, and is fully legible. Figure 14.1 is used as the basis for the required notice to employees.

14.16.4. Coverage. The FMLA applies to all NAF employees, regular and flexible, who are otherwise eligible under these provisions.

14.16.5. Service Requirement. To be eligible to take family or medical leave, an employee must complete at least 12 months of service as an employee, excluding military service (other than military duty performed while in a civilian position.) The 12 months of service does not need to be current service nor twelve continuous months of service. Employees serving in flexible appointments with a stated time limitation or —not-to-exceedll date of one year or less are subject to the provisions of Title I of the FMLA. Title I is regulated by the Department of Labor.

14.16.6. Type of Leave.

14.16.6.1. Family and medical leave is in addition to annual leave, sick leave, advanced annual or sick leave, other LWOP, leave made available under the VLTP, and compensatory time off available to the employee. It is an entitlement that provides an employee up to 26 workweeks of unpaid leave in a 12-month period for certain family and medical needs and covered service members. A father and a mother are each entitled to 12 workweeks of unpaid leave for a birth, adoption, placement, or for the care of a son or daughter with a serious health condition.

14.16.6.2. Family or medical leave is not subtracted from the employee's entitlement unless the employee confirms for management that he or she is invoking the entitlement to such leave. Once invoked, the 12-month period begins on the date an employee first takes leave for a family or medical need and continues for 12 months.

14.16.6.3. In cases involving the birth or placement of a child, family leave must be concluded within 12 months after the date of birth or placement. Such leave may begin prior to or on the actual date of birth or placement.

14.16.6.4. The 26-workweek period is the maximum period of leave an employee is entitled to for both family and medical leave during the 12-month period. To the extent that an employee has previously taken family leave, the employee's entitlement to medical leave may be less than 26 workweeks and vice versa.

14.16.6.5. Family and medical leave is available to all employees. A total of 26 workweeks is available in direct proportion to the number of hours in the employee's regularly scheduled workweek. The leave entitlement is calculated on an hourly basis to equal twelve times the average number of hours in the employee's regularly scheduled workweek. If the number of hours in an employee's workweek varies from week to week, a weekly average of the hours scheduled over the twelve workweeks prior to the date leave commences is used as the basis for the calculation.

14.16.6.6. If the number of hours in an employee's workweek is changed during the 12-month period of family or medical leave, entitlement to any remaining family and medical leave is recalculated based on the number of hours in the employee's current workweek.

#### 14.16.7. How to Remain in a Pay Status When Invoking Family or Medical Leave:

14.16.7.1. An employee may elect to substitute accumulated annual or sick leave; advanced annual or sick leave; or, leave made available under the VLTP; for any or all of the family or medical leave needed. An employee may not substitute sick leave in any situation in which sick leave would not normally be provided under current law and regulation. An employee who substitutes paid time off for the unpaid leave is, for benefit purposes, treated as an employee in pay status versus LWOP.

14.16.7.2. The election to substitute paid leave for LWOP is made prior to the date paid leave commences. An employee may not retroactively substitute paid leave for LWOP previously taken under this program. Management may not deny an employee's right to substitute paid leave for any or all of the period of LWOP for family or medical leave taken. Nor may management require an employee to substitute paid leave for any or all of the period of LWOP for family or medical leave taken.

#### 14.16.8. Intermittent Leave or Reduced Leave Schedule:

14.16.8.1. Intermittent leave or leave taken intermittently means leave taken in separate blocks of time, rather than for one continuous period of time, and may include leave periods of 15 minutes to several weeks.

14.16.8.2. An employee may choose to take medical leave, or family leave to provide care for a family member, on an intermittent basis or in the form of a reduced workday/workweek (referred to as a reduced leave schedule) when medically necessary, and when agreed to by management. If the leave taken under these conditions is foreseeable based on planned medical treatment or recovery from a serious health condition, management may place the employee, temporarily, in an available alternative position for which the employee is qualified and that can better accommodate the recurring periods of leave.

14.16.8.3. An alternative position need not consist of equivalent duties, but must be in the same commuting area; provide an equivalent grade or pay level; the same type of appointment, work schedule, and the same employment benefits available in the employee's previous position. Pay level includes any applicable interim geographic adjustment, special rate of pay, locality-based comparability payment, or special salary rate. Upon termination of the circumstances that required the medical or family leave, the employee is returned to his or her permanent position or an equivalent position addressed later in this guidance.

14.16.8.4. An employee may not take leave on an intermittent basis or under a reduced leave schedule for the birth or placement of a child unless the employee and supervisor agree.

#### 14.16.9. General Definitions.

14.16.9.1. Four terms used in the definition of "son or daughter" have been grouped together for ease of reference:

14.16.9.1.1. Son or daughter means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under 18 years of age or 18 years of age or older and incapable of self-care because of mental or physical disability. A son or daughter incapable of self-care requires active assistance or supervision to provide daily self-care in three or more of the —activities of daily living<sup>1</sup> (ADLs) or —instrumental activities of daily living<sup>1</sup> (IADLs). ADLs include adaptive activities such as caring appropriately for one's grooming and hygiene, bathing, dressing, and eating. IADLs include cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, etc.

14.16.9.1.1.1. Adopted refers to a legal process in which an individual becomes the legal parent of another's child. The source of an adopted child--e.g. whether from a licensed placement agency or otherwise--is not a factor in determining eligibility for family leave.

14.16.9.1.1.2. In Loco Parentis refers to the situation of an individual who has day-to-day responsibility for the care and financial support of a child or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary. For example, an employee who lives with, cares for, and acts as a parent to the employee's grandchild or an employee who is divorced from the parent with custody would be entitled to family leave should the child need care for a serious health condition.

14.16.9.1.1.3. Incapable of self-care refers to the situation of a son or daughter who requires active assistance or supervision to provide daily self-care in several of the activities of daily living. Activities of daily living include adaptive activities such as caring appropriately for one's grooming and hygiene, bathing, dressing, eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, and using a post office, etc.

14.16.9.1.1.4. Mental or physical disability refers to a mental or physical impairment that substantially limits one or more of the major life activities of an individual as defined in 29 CFR 1630.2(h), (i), and (j).

14.16.9.1.2. Foster care means 24-hour care for children in substitution for, and away from, their parents or guardian. Such placement is made by or with the agreement of

the state as a result of a voluntary agreement by the parent or guardian that the child be removed from the home, or pursuant to a judicial determination of the necessity for foster care, and involves agreement between the state and foster family to take the child. Although foster care may be with relatives of the child, state action is involved in the removal of the child from parental custody.

14.16.9.1.3. Parent means a biological parent or an individual who stands or stood in loco parentis to an employee when the employee was a son or daughter. The term does not include parents —in law.¶

14.16.9.1.4. Spouse means an individual who is a husband or wife pursuant to a marriage that is a legal union between one man and one woman, including common law marriage between one man or one woman in states where it is recognized.

14.16.9.1.5. Military Caregiver means a spouse, son, daughter, parent, or next of kin of a covered service member with a serious injury or illness. A serious injury or illness is one that was incurred by a service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank, or rating.

14.16.9.1.6. Covered service member means (1) a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or (2) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

14.16.9.1.7. A serious injury or illness means (1) one that was incurred by a service member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating or (2) in the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period described in paragraph 14.16.9.1.6 , means a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

14.16.9.1.8. Qualifying exigencies include:

14.16.9.1.8.1. Issues arising from a covered military member's short notice deployment (i.e., deployment on seven or less days of notice) for a period of seven days from the date of notification;

14.16.9.1.8.2. Military events and related activities, such as official ceremonies, programs, or events sponsored by the military or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of a covered military member;

14.16.9.1.8.3. Certain childcare and related activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate

need basis, enrolling or transferring a child in a new school or a day care facility if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member;

14.16.9.1.8.4. Making or updating financial and legal arrangements to address a covered military member's absence;

14.16.9.1.8.5. Attending counseling provided by someone other than a health care provider for oneself, the covered military member, or the child of the covered military member, the need for which arises from the active duty or call to active duty status of the covered military member;

14.16.9.1.8.6. Taking up to five days of leave to spend time with a covered military member who is on short-term temporary, rest and recuperation leave during deployment;

14.16.9.1.8.7. Attending to certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of 90 days following the termination of the covered military member's active duty status, and addressing issues arising from the death of a covered military member;

14.16.9.1.8.8. Any other event that the employee and supervisor agree is a qualifying exigency.

**14.16.10. Employee Notice to Management.** If the need for leave is foreseeable, the employee is required to provide 30 calendar days notice to the supervisor before the leave is to begin. If events beyond the control of the employee require an employee to begin family or medical leave before the full 30-day notice can be provided, the employee remains responsible for providing as much notice as is practical. This notice suffices as the employee's notification of intent to invoke his or her entitlement to family or medical leave. If necessary, notice may be given by an employee's personal representative (e.g., a family member or other responsible party.)

14.16.10.1. If an employee's need for leave under paragraph 14.16.2. (c) or (d) is foreseeable based on planned medical treatment, the employee consults with management and makes a reasonable effort to schedule medical treatment so as not to unduly disrupt the operations of the employer, subject to the approval of the health care provider. Management may, for justifiable cause request that an employee reschedule medical treatment, subject to the approval of the health care provider.

14.16.10.2. If an employee's need for leave is foreseeable, and the employee fails to give 30 days notice with no reasonable excuse for the failure, management may delay the taking of leave until at least 30 days after the date the employee provides the required notice.

14.16.10.3. When an employee invokes family or medical leave, management provides guidance concerning the employee's rights and obligations under this program.

**14.16.11. Defining a Serious Health Condition.** An employee may take family leave in order to care for a spouse, son or daughter, or parent with a serious health condition or medical leave because of the employee's own serious health condition that makes the employee unable to perform the functions of his or her position. In defining a serious health condition the terms continuing treatment, health care provider and unable to perform the essential functions are used. Definitions of all terms are:

14.16.11.1. Serious health condition means an illness, injury, impairment, or physical or mental condition that involves:

14.16.11.1.1. Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or

14.16.11.1.2. Continuing treatment by a health care provider that includes (but is not limited to) examinations to determine if there is a serious health condition and evaluations of such conditions if the examinations or evaluations determine that a serious health condition exists. Continuing treatment by a health care provider may include one or more of the following:

14.16.11.1.2.1. A period of incapacity of more than three consecutive calendar days, including any subsequent treatment or period of incapacity relating to the same condition, which also involves:

14.16.11.1.2.1.1. Treatment two or more times by a health care provider, by a health care provider under the direct supervision of the affected individual's health care provider, or by a provider of health care services under orders of, or on referral by, a health care provider; or

14.16.11.1.2.1.2. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider (e.g., a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition).

14.16.11.1.2.2. Any period of incapacity due to pregnancy, or for prenatal care, even if the affected individual does not receive active treatment from a health care provider during the period in incapacity or the period of incapacity does not last more than three consecutive calendar days.

14.16.11.1.2.3. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition that:

14.16.11.1.2.3.1. Requires periodic visits for treatment by a health care provider or by a health care provider under the direct supervision of the affected individual's health care provider;

14.16.11.1.2.3.2. Continues over an extended period of time (including recurring episodes of a single underlying condition); and

14.16.11.1.2.3.3. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.). The condition is covered even if the affected individual does not receive active treatment from a health care provider during the period of incapacity or the period of incapacity does not last more than three consecutive calendar days.

14.16.11.1.2.4. A period of incapacity, which is permanent or long-term due to a condition for which treatment may not be effective. The affected individual must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider (e.g., Alzheimer's, severe stroke, or terminal stages of a disease).

14.16.11.1.2.5. Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment (e.g., chemotherapy/radiation for cancer, physical therapy for severe arthritis, dialysis for kidney disease).

14.16.11.1.3. Serious health condition does not include routine physical, eye, or dental examinations; a regimen of continuing treatment that includes the taking of over-the-counter medications, bed-rest, exercise, and other similar activities that can be initiated without a visit to the health care provider; a condition for which cosmetic treatments are administered, unless inpatient hospital care is required or unless complications develop; or an absence because of an employee's use of an illegal substance, unless the employee is receiving treatment for substance abuse by a health care provider or by a provider of health care services on referral by a health care provider. Ordinarily, unless complications arise, the common cold, the flu, earaches, upset stomach, minor ulcers, headaches (other than migraines), routine dental or orthodontia problems, and periodontal disease are not serious health conditions. Allergies, restorative dental or plastic surgery after an injury, removal of cancerous growth, or mental illness resulting from stress may be serious health conditions only if such conditions require inpatient care or continuing treatment by a health care provider.

14.16.11.2. Health care provider means:

14.16.11.2.1. A licensed Doctor of Medicine or Doctor of Osteopathy or a physician who is serving on active duty in the uniformed services and is designated by the uniformed service to conduct examinations;

14.16.11.2.2. Any health care provider recognized by the Federal Employees Health Benefits Program or who is licensed or certified under Federal or State law to provide the service in question;

14.16.11.2.3. A health care provider as defined in paragraph 14.16.11.2.2. who practices in a country other than the U.S., who is authorized to practice in accordance with the laws of that country, and who is performing within the scope of his or her practice as defined under such law;

14.16.11.2.4. A Christian Science practitioner listed with the First Church of Christ, Scientist, in Boston, Massachusetts; or

14.16.11.2.5. A Native American, including an Eskimo, Aleut, and Native Hawaiian, who is recognized as a traditional healing practitioner by native traditional religious leaders and who practices traditional healing methods as believed, expressed, and exercised in Indian religions of the American Indian, Eskimo, Aleut, and Native Hawaiians, consistent with Public Law 95-314, August 11, 1978 (92 Stat. 469), as amended by Public Law 103-344, October 6, 1994 (108 Stat. 3125).

14.16.11.3. Incapacity means the inability to work, attend school, or perform other regular daily activities because of a serious health condition or treatment for a recovery from a serious health condition.

14.16.11.4. Unable to perform the essential functions of his or her position means the fundamental job duties of the employee's position. It is not necessary that an employee literally be so physically or mentally incapacitated that he or she is unable to work in order to meet the requirement of being unable to perform the essential functions of his or her position. An employee who must be away from work to receive medical treatment or for continuing medical supervision meets this requirement. For example, an employee undergoing kidney dialysis must be away from work to receive dialysis treatment, a cancer patient may require chemotherapy treatments, an individual who has suffered a serious car accident may require periodic physical therapy under medical supervision.

**NOTE:** The following examples of a serious health condition were cited in the legislative history: heart attacks, heart conditions requiring heart bypass or valve operations, most cancers, back conditions requiring extensive therapy or surgical procedures, strokes, severe respiratory conditions, spinal injuries, appendicitis, pneumonia, emphysema, severe arthritis, severe nervous disorders, injuries caused by serious accidents, pregnancy, complications or illnesses related to pregnancy (such as severe morning sickness), the need for prenatal care, childbirth and recovery from childbirth.

14.16.11.4.1. Conditions or medical procedures that would not normally be covered by the Act include minor illnesses that last only a few days and surgical procedures that typically do not involve hospitalization and require only a brief recovery period. (Complications arising out of such procedures that develop into serious health conditions are covered.) Voluntary or cosmetic treatments (such as most treatments for orthodontia or acne) that are not medically necessary are not covered, unless overnight inpatient hospital care is required. Restorative dental surgery after an accident or removal of cancerous growths are included if the other conditions are met, e.g., the condition requires an absence of more than three days. Treatments for allergies and stress are also included if the other conditions are met. Routine physical examinations are excluded.

14.16.11.4.2. Treatment of substance abuse is also included, such as when a stay in an inpatient treatment facility is required. On the other hand, absence because of the employee's use of the substance, without treatment, does not qualify for leave under the FMLA.

#### 14.16.12. **Medical Certification.**

14.16.12.1. Management may require written medical certification issued by the health care provider of the employee or the health care provider of the spouse, son, daughter, or parent of the employee, as appropriate. The employee must provide the certification in a timely manner. The employee pays the expense for and selects the health care provider to provide the original certification. Medical certification includes:

14.16.12.1.1. The date on which the serious health condition commenced.

14.16.12.1.2. The probable duration of the serious health condition or specify that the serious health condition is a chronic or continuing condition with an unknown duration and whether the patient is presently incapacitated and the likely duration and frequency of episodes of incapacity.

14.16.12.1.3. The appropriate medical facts within the knowledge of the health care provider regarding the serious health condition, including a general statement as to the incapacitation, examination, or treatment that is required by a health care provider.

14.16.12.1.4. If applicable, a statement from the health care provider that the son, daughter, spouse or parent of the employee requires psychological comfort and/or physical care; needs assistance for basic medical, hygienic, nutritional, safety, or transportation needs or in making

arrangements to meet such needs (e.g., care by a visiting nurse, placement in a special school); and would benefit from the employee's care or presence.

14.16.12.1.5. If applicable, a statement from the employee on the care he or she will provide and an estimate of the amount of time needed to care for his or her spouse, son, daughter, or parent.

14.16.12.1.6. If applicable, a statement that the employee is unable to perform one or more of the essential functions of his or her position or requires medical treatment for a serious health condition, based on written information provided by management on the essential functions of the employee's position (e.g., such as a copy of the employee's PD and/or performance standards) or, if not provided, discussion with the employee about the essential functions of his or her position.

14.16.12.1.7. If applicable, the dates on which planned medical treatment is expected to be given and the duration of such treatment (required to certify the need for intermittent leave or leave on a reduced leave schedule.)

14.16.12.2. The information on the medical certification shall relate only to the serious health condition for which the current need for family and medical leave exists. Management may not require any personal or confidential information in the written medical certification other than that required by paragraph 14.16.12.1. If an employee submits a completed medical certification signed by a health care provider, management may not request new information from the health care provider. However, a health care provider representing the AF, including a health care provider employed by the Air Force or under administrative oversight of the AF, may contact the health care provider who completed the medical certification, with the employee's permission, for purposes of clarifying the medical certification.

14.16.12.3. In situations where an employee is unable to provide requested medical certification before leave begins, management grants the leave on a provisional basis (provisional leave). If ultimately, the employee fails to provide the required certification, management may allow the employee to have the provisional leave charged to LWOP, the employee's annual and/or sick leave account, as appropriate, or may charge the employee as AWOL. Appropriate disciplinary action will be taken against an employee who knowingly provides false medical certification of the need for leave.

14.16.12.4. To remain entitled to leave to care for a family member or for the employee's own illness, the employee or the employee's spouse, son, daughter, or parent must comply with any requirement from management that he or she submit to examination (though not treatment) to obtain a second or third medical certification from a health care provider other than the individual's health care provider. If the individual refuses to submit to such examination and the employee fails to provide medical certification, the employee may be denied family or medical leave.

14.16.12.5. When there is reason to doubt the validity of the medical certification, management may require, at the expense of the installation, the employee obtain the opinion of a second health care provider designated or approved by management, concerning the information in the original certification. This health care provider cannot be employed by the DoD or be under its administrative oversight on a regular basis

unless access to health care is extremely limited--e.g., a rural area or an overseas location where no more than one or two health care providers practice in the relevant specialty, or the only health care providers available are employed by the DoD.

14.16.12.6. In cases where the second opinion differs from the original certification, management may require, at the expense of the installation, that the employee obtain the opinion of a third health care provider designated or approved jointly by management and the employee, concerning the information in the original certification. Management and the employee must act in good faith to reach agreement on the third health care provider. The opinion of the third health care provider regarding the need for leave is binding upon management and the employee.

14.16.12.7. Management may require, at the installation's expense, subsequent medical recertification from the health care provider on a periodic basis, not more often than every thirty calendar days. Management may require subsequent medical recertification more frequently if the employee requests that the original leave period be extended, the circumstances described in the original medical certification have changed significantly, or the agency receives information that casts doubt upon the continuing validity of the medical certification.

14.16.13. **Health Insurance.** Health insurance continues during periods of family and medical leave for an employee enrolled in the health insurance program. During periods of *unpaid* family or medical leave, an employee is treated in the same manner as any other employee who continues coverage while on LWOP.

14.16.14. **Unemployment Compensation.** An employee who is on unpaid family or medical leave is ineligible for unemployment compensation benefits since the employee is considered employed and not available for work.

14.16.15. **Greater Leave Entitlements.** Management complies with any collective bargaining agreement or any employment benefit program or plan that provides greater family or medical leave entitlements to employees than those provided under this guidance. Conversely, the entitlements established for employees under this guidance may not be diminished by any collective bargaining agreement or any employment benefit program or plan.

14.16.16. **Records and Reports.**

14.16.16.1. Medical certifications are subject to the provisions of 5 CFR 293, subpart A, for safeguarding information.

14.16.16.2. Reports on the use of family and medical leave are required. At a minimum, the following information concerning each employee who takes family or medical leave is maintained:

14.16.16.2.1. The employee's rate of basic pay.

14.16.16.2.2. The occupational series of the employee's position.

14.16.16.2.3. The total number of hours of unpaid family and medical leave taken (including any paid leave substituted for LWOP for family or medical leave).

14.16.16.2.4. Of the total hours, the number taken for family leave.

14.16.16.2.5. Of the total hours, the number taken for medical leave.

14.16.16.3. When an employee transfers, the losing organization supplies the gaining organization with information on family and medical leave taken during the 12 months prior to the transfer. Specifically, the beginning and ending dates of the employee's 12-month period, and the number of unpaid family and medical leave hours taken during the employee's 12-month period.

**14.16.17. Prohibition of Coercion.**

14.16.17.1. Any interference with an employee's right to take family or medical leave is prohibited. Accordingly, no employee may directly or indirectly intimidate, threaten or coerce, or attempt to intimidate, threaten or coerce any other employee for the purpose of interfering with the employee's right to family and medical leave. This includes promising to confer or conferring any benefit (such as appointment, promotion or compensation), or taking or threatening to take any reprisal (such as deprivation of appointment, promotion or compensation).

14.16.17.2. This prohibition does not preclude discussions on scheduling leave in a manner that assists the supervisor in planning for the performance of work during the employee's absence. Nor does it prohibit the requirement for medical certification, recertification, or subsequent opinions.

**14.16.18. Enforcement.** Employees who believe management has not fully complied with the FMLA or this guidance may file a grievance under the administrative grievance procedures or negotiated grievance procedures, as appropriate.

**14.16.19. Returning From Family or Medical Leave.**

14.16.19.1. An employee who takes family or medical leave is entitled to return to the position held immediately before taking family or medical leave.

14.16.19.2. On rare occasions, when returning an employee to the same position imposes extreme hardship, management has the flexibility to place the employee in an equivalent position with equivalent benefits, pay, status, and other terms and conditions of employment.

14.16.19.3. An equivalent position is in the same commuting area and carries or provides at a minimum: (a) the same or substantially similar duties and responsibilities which must entail substantially equivalent skill, effort, responsibility and authority; (b) an equivalent grade or pay level including any applicable interim geographic adjustment, special rate of pay; any locality-based comparability payments; or any special salary rate; (c) the same type of appointment and work schedule; (d) the same employment benefits made available to the employee in his or her previous position; (e) opportunity for WGIs, incentive and performance awards; (f) the same or equivalent premium pay consistent with applicable law and regulation; and (g) the same or equivalent opportunity for training or education benefits consistent with applicable law and regulation, including any training that an employee is required to complete to qualify for his or her previous position.

14.16.19.4. Management may not return an employee to an equivalent position where written notification has been provided that the equivalent position will be affected by a

business based action if the employee's previous position is not affected by a business based action.

14.16.19.5. Upon the employee's return to work, employment benefits (e.g., health insurance, life insurance) are provided at the same level to which the employee would have been entitled had the employee not taken family or medical leave. Basically, the employee's benefits are treated the same way as those of any other employee returning from a LWOP status.

14.16.19.6. Conversely, an employee has no greater rights to restoration or benefits than the employee would have had if the employee had not taken family or medical leave. For example, if there had been a business-based action or transfer of function, the employee would not be entitled to be treated any differently than he or she would have been had the employee not been on family or medical leave.

14.16.19.7. As a condition of returning, management may establish a uniformly applied practice or policy that requires all similarly-situated employees, (i.e., same occupation, same serious health condition) to obtain written medical certification from a health care provider of the employee that the employee is able to perform the essential functions of his or her position. This condition applies only to those employees who take medical leave (an employee's own serious health condition). When this condition of returning is applied, management notifies the employee of the requirement before leave commences and pays the expenses for obtaining the written medical certification. An employee's refusal or failure to provide written medical certification may be grounds for appropriate disciplinary action.

14.16.20. **Interaction with Other Laws.** The family and medical leave entitlement does not modify or affect any federal law prohibiting discrimination. If the entitlements under the Family and Medical Leave Program conflict with any federal law prohibiting discrimination, management must comply with whichever statute provides greater entitlement to employees. For example, if because of an illness or injury, a regular employee cannot perform the essential functions of his or her position, the FMLA entitles an employee to take leave either on an intermittent or continuous basis and to retain the regular position of record. This entitlement continues until the 12 workweeks of leave are exhausted. At the end of the FMLA entitlement, an employee is entitled to be returned to his or her same position or placed in an equivalent position with pay and benefits equivalent to those held by the employee when leave commenced--i.e., those of a regular position. If the employee is unable to perform the essential duties of the previous position, the Rehabilitation Act may, depending on the nature of the employee's disability, require an agency to attempt accommodation. If, for example, the effort to accommodate results in the employee being placed in a flexible position, the employee would be entitled only to those benefits provided flexible employees.

## **Notice to Current and Prospective AF NAF Employees Regarding Payment of Child Support**

### **Stance on Child Support**

Complies with Executive Order 12953 dated 17 February 1995 which requires agencies of the Federal Government to establish and enforce regulations on child support. Services strongly encourages voluntary compliance with child supports orders and payment obligations.

### **Who do you need to get in touch with for questions regarding Child Support?**

If you need help in establishing or enforcing a child support order, contact your home state's Child Support Enforcement (CSE) Agency. You can find information on a State CSE agency through the following website:  
[www.acf.dhhs.gov/programs/cse](http://www.acf.dhhs.gov/programs/cse).

### **What should you do if you owe Child Support?**

If you owe child support, you are responsible for keeping your payments current. A convenient way to make a payment is to have it withheld from your wages and automatically sent to the proper collecting authority with an allotment. To add an allotment log in to: <https://nafpay.afsv.net/>

### **What will happen if you are delinquent with your Child Support contributions?**

Your Federal wages can be garnished to enforce a legal obligation to provide child support payments. Federal personnel records are regularly cross-matched with records of persons who owe child support. Federal and State income Tax refunds may also be withheld to collect unpaid child support. Many states also have laws which allow them to put a lien on property, withhold and deliver property, seize or sell property and report child support debts to credit bureaus.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

6592 AIR BASE GROUP

LOS ANGELES AIR FORCE BASE, CALIFORNIA

AND

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

LOCAL 2429

AFL-CIO

20 OCTOBER 1989



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## **PREAMBLE**

This Agreement is made and entered into by and between the 6592 Air Base Group, Los Angeles Air Force Base, Los Angeles California, hereinafter referred to as "Employer," and American Federation of Government Employees, Local 2429, AFL-CIO, hereinafter referred to as "Union," pursuant to the policy set forth in Title VII, Public Law 95-454. This Agreement and such other Supplementary Agreements as may be agreed upon hereafter from time to time, together shall constitute a Collective Bargaining Agreement (CBA) between the Employer and the Union.

It is the intent and purpose of the Parties to this Agreement to ensure that the well being of employees and efficient administration of the Government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment.

## ARTICLE I

### RECOGNITION AND COVERAGE OF AGREEMENT

Section A. The Employer recognizes the Union as the exclusive representative of all employees in the Unit as defined in Section B below, and Union recognizes its responsibility of representing these employees without discrimination and without regard to membership status in the Union.

Section B. The Unit to which this Agreement is applicable includes all regular full-time and part-time Nonappropriated Fund (NAF) employees of Space Division stationed at Los Angeles Air Force Base and serviced by the Space Division Civilian Personnel Office. The Unit excludes all professional employees, managers, supervisors as defined in the Title VII, Public Law 95-454, confidential employees and employees engaged in Federal personnel work in other than a purely clerical capacity.

## ARTICLE II

### LAWS AND REGULATIONS

Section A. In the administration of all matters covered by this Collective Bargaining Agreement (CBA), all management officials and employees are governed by:

- a. All Federal Laws;
- b. Government-wide rules, regulations and guidelines in effect on the effective date of this CBA;
- c. Department of Defense, Department of the Air Force, and Air Force Civilian Personnel Management Center Policies, rules, regulations and guidelines which were in effect on the effective date of this agreement; and
- d. Subsequently published policies, rules, regulations and guidelines required by law or regulation and which were not in conflict with this CBA.

Section B. The Employer agrees to provide the union copies of all changes, revisions and supplements to AFR-40-7, Nonappropriated Funds Employee Management and Administration, as well as other applicable publications which affect conditions of employment for NAF employees. The Employer further agrees to afford the Union an opportunity to bargain on all negotiable matters relating to changes in conditions of employment for NAF employees.

## ARTICLE III

### EMPLOYER RIGHTS

Section A. Nothing in the Collective Bargaining Agreement shall affect the authority of management officials to exercise the management rights which are stated in Section 7106 of the Federal Service Labor-Management Relations Statute. Section 7106 states as follows:

- a. Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency-
  1. to determine the mission, budget, organization, number of employees and internal security practices of the agency; and
  2. in accordance with applicable laws-
    - a. To hire, assign, direct, lay-off, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action.
    - b. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
    - c. With respect to filling positions, to make selections for appointments from-
      - (i) among properly ranked and certified candidates for promotion; or
      - (ii) any other appropriate source; and
    - d. To take whatever actions may be necessary to carry out the agency mission during emergencies.
- b. Nothing in this section will preclude any agency and any labor organization from negotiating:
  1. at the election of the agency, on the numbers types and grades of employees or positions assigned to any organizational subdivision, work project or tour of duty, or on the technology, methods and means of performing work;
  2. procedures which management officials of the agency will observe in exercising any authority under this section; or
  3. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

## ARTICLE IV

### EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section A. Each employee has the right, freely and without fear of penalty or reprisal, to form, to join, and assist a labor organization or to refrain from such activity and each employee shall be protected in the exercise of this right.

Section B. An employee will be unimpeded and free from restraint, coercion or reprisal in exercising his/her rights under this agreement.

Section C. The terms of this Agreement do not preclude any employee, regardless of whether he/she is a member of a labor organization, from bringing matters of personal concern to the attention of appropriate Employer or Union officials.

Section D. Nothing in the Agreement shall require an employee to become or remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues or dental plan participation through payroll deductions or direct payment to the Union.

Section E. All employees will be permitted to review their Official Personnel file on request. The Union shall have the responsibility to ensure that employees review their Official Personnel File at least once annually. Office instructions and wage rate schedules will be posted or made accessible for employees to review. Copies of annual changes in wage rates will be provided to all employees in the Bargaining Unit.

Section F. Insurance plan(s) available will be offered to unit employees at time of employment.

## ARTICLE V

### UNION RIGHTS, RESPONSIBILITY AND PRIVILEGES

Section A. The Union accepts the responsibility for and agrees to represent in good faith the interest of all eligible employees in the Unit without discrimination and without regard to membership in the Union.

Section B. The Union is the exclusive representative of employees in the bargaining unit and is entitled to act for and negotiate agreements covering all employees in the unit. The Union shall be given the opportunity to be represented at formal discussions (planned meetings) between management and employees or employee representatives concerning grievances, personnel policies, practices, or other matters affecting general working conditions of the employees of the unit.

Section C. The facilities (office, office equipment and furniture) currently provided to the union will be used to support this agreement.

Section D. The employer will semi-annually furnish the Union a list of names, position titles, series, grades, types of appointments, hours of work, organizational designations and specific location of all employees in the Bargaining Unit. Within the first ten (10) days of each month, the Union will be given a list of names, position titles, series, grades, types of appointments, hours worked and organizational designation of the gains and losses for the Bargaining Unit of the preceding month.

## ARTICLE VI

### PUBLICITY

Section A. The employer agrees to provide and install three (3) bulletin boards. The size will be 3'x 3' and will be for the exclusive use of the Union. The Union agrees to designate a bulletin board monitor and an alternate for each location and will post their names, organizational assignments, and telephone numbers there on. The Union agrees to conform to the same standards as prescribed for official employer bulletin boards.

Section B. The Base Telephone Directory will contain the name, title, and location and telephone number of President, Vice-President, and Chief Steward, AFGE Local 2429.

Section C. Notices of meetings and Union sponsored events may be submitted to the Director of Administration by the Union for publication in the Space Division Staff Bulletin.

Section D. The Union may conduct one on-base membership drive each calendar year not to exceed sixty (60) days in length. The Employer will be given ten (10) workdays advance notice to meet with the Union prior to the beginning of the drive to arrange for an on-base meeting place. Two (2) distributions of recruiting literature in the work areas may be made with a minimum of three (3) workdays' notice provided to the Employer.

Section E. The employer shall prepare 300 copies of this Agreement for distribution to the employees to the NAF Bargaining Unit, management officials, supervisors, and 50 copies to the Union. The employer and the Union agree to equally share the cost of preparation and printing of 275 copies of subject Agreement.

Section F. The Union may submit items for publication in the Astro News to the Public Affairs Office. (SD/PA)

Section G. Stewards will be provided a copy of internal office instructions and procedures relating to personnel policies, practices and working conditions affecting employees in the unit.

Section H. The employer agrees to furnish or make available to the Union copies of all future regulations, manuals, directives, letters, messages, supplements and changes thereto, issued at the local level and higher headquarters level that pertain to nonappropriated fund employee personnel policies and practices and working conditions.

Section I. The Civilian Personnel Office maintains the Official library of civilian personnel publications. Any employee may review the publications in the library. During duty hours, an Employee shall clear through his supervisor prior to departing the work area. If, due to mission requirements, the supervisor is unable to release the employee for this purpose, a mutually acceptable alternative time will be selected. Withdrawing material from the library is not permitted.

Section J. Literature racks may be placed, at the Union's expense, in suitable locations in the work areas of nonappropriated fund employees.

Section K. The Employer agrees to allow internal mail delivery service for the purpose of communications on Union -Employer matters.

## ARTICLE VII

### INCENTIVE AWARDS

Section A. Civilian Performance Awards Program. In recommending employees for performance awards, the supervisor will review the recommendation for merit and conformance to AFR 40-7, Nonappropriated Funds Personnel Management and Administration. Prior to implementing changes to the program, the employer shall afford the Union an opportunity to negotiate on all negotiable matters.

The Union and the Employer encourage employees to perform at their highest level. The Employer should recognize those employees whose performance is above that which is expected. Incentive awards will be used to stimulate sustained high -quality job performance of employees where a special award is warranted.

Section B. The Union may nominate a representative to the Morale, Welfare and Recreation Division Special Awards Committee. The attending representative will share equally with other members the rights and responsibilities delegated to the Committee.

Section C. The Employer agrees that, when possible and practical, proper ceremony and publicity will surround presentation of awards. The base news media will be used as a vehicle for publicity for award recipients.

## ARTICLE VIII

### UNION REPRESENTATION

Section A. The Employer agrees to recognize up to two (2) stewards and a Chief Steward appointed by the Union to assure that each employee in the unit will have equal access to the steward. The Union agrees to inform the Employer in writing of the name of the assigned steward at the time of the assignment and notification within ten (10) days of the change in such assignments. The Union will post the names of the stewards on the approved bulletin boards.

Section B. Should it be necessary for a Union steward to leave his/her work area, he/she will coordinate it with his supervisor and the supervisor of the section he/she intends to visit. If, due to mission requirements, the supervisor is unable to release the steward, the supervisor and the steward will select a mutually acceptable alternative time. The steward will report to his/her supervisor the fact of his/her return to the workstation.

Section C. Union stewards or designated representatives will be authorized a reasonable amount of official time during work hours to represent any employee upon request in the preparation and presentation of grievances, appeals and complaints of employees and will be allowed to do so without restraint or harassment.

Section D. Authorized representatives of the Union who are not employees may, subject to national security regulations and visitor control procedures, be allowed to visit the base for the purpose of accomplishing official Union business. The Union will request approval of the Commander's representative, the Civilian Personnel Officer, for each visitation in writing in advance of the desired date. Each request will include the name of the representative, status within the Union, purpose of visit and persons or employee group with whom the visit is desired. The Commander's representative will approve or disapprove each request for such visits. Approval or disapproval of any such request will be submitted in writing to the President, AFGE Local 2429. If the request is disapproved, the reasons must be given in writing.

Section E. Solicitation of membership dues, and other internal business of the Union, shall be conducted during the non-work hours of the employees concerned.

Section F. The Union agrees that they will provide training for stewards in the administration of the Agreement. The Employer agrees that a period of time not to exceed four (4) hours duty time will be authorized for this training. Certification of satisfactory completion of training will be provided to the labor relations Specialist. Training will be accomplished within 45 days after appointment.

## ARTICLE IX

### NEGOTIATIONS, MEETING AND CONFERRING

Section A. The Employer and the Union shall meet and confer at established times, with respect to personnel policies, practices and matters affecting working conditions, as defined by applicable laws and regulations. The Employer agrees to afford the Union an opportunity to negotiate on negotiable matters prior to implementation.

Section B. The Employer, through its representative, the Civilian Personnel Office, agrees to keep the Union informed in a timely manner of significant changes, such as major reorganizations, deletion of civilian positions or workload changes which could have an impact on the Unit. Nothing in this section shall preclude any agency and any labor organization from negotiating:

- a. at the election of the agency, on the numbers types and grades of employees or positions assigned to any organizational subdivisions, work project, or tour of duty, or on the technology, methods and means of performing work;
- b. procedures which management officials of the agency will observe in exercising an authority under this section; or
- c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

Section C. Meetings between the Employer's representative and the Union will be held at a mutually agreeable day and time to discuss matters of general concern to employees in the Unit, such as correction of conditions making for grievances and misunderstandings, encouragement of good human relations, betterment of working conditions and strengthening of employee morale. Individual grievances or complaints will not be subject of discussion at these meetings. Representation will not normally exceed three representatives from each Party, unless by mutual agreement, a larger representation is determined necessary. Agenda items will be exchanged at least three days in advance of the scheduled meeting. The Employer will prepare a record of the meeting which will include the agenda and summary of mutually agreed action items. A copy of this record will be provided to the Union.

Section D. This Article shall not be construed as precluding informal discussions between the Union and the Employer. Such discussions will not be required in an agenda.

Section E. The Executive Council of AFGE Local 2429 will meet with the 6592 ABG Commander within six (6) months after his assumption of command and at least annually thereafter. The purpose of these meetings will be to discuss matters of common interests and concerns. The Commander's representative and the Relations Specialist will also attend these sessions.

Section F. The Parties agree to pursue a vigorous program of truth and completeness in the presentation of information to employees.

## ARTICLE X

### HOURS OF WORK, OVERTIME AND HOLIDAYS

Section A. Work Week. The Administrative workweek will be seven consecutive days, Sunday through Saturday. The regular scheduled workweek consists of specific hours during the administrative workweek that the employee is scheduled to work.

Section B. Assignment of Changes to Hours of Work. Work schedules will be established and posted in a place readily accessible to all employees. Work schedules will specify the authorized beginning and ending of daily duty within the administrative workweek for which the employee's services will be required. Changes to the work schedules will be publicized no later than one (1) week prior to the effective date of the change.

Section C. Overtime Pay. Compensation for overtime will be made in accordance with legal and regulatory requirements. Overtime work will be assigned solely in accordance with the Employer's obligation to perform the required workload in a timely manner. In the assignment of overtime, the Employer agrees to provide the employee with as much advanced notice as possible. All overtime must be officially ordered and approved.

Section D. Meal Periods. Meal periods shall not be less than thirty (30) minutes in length during which the employee is entirely free of the duties of his/her positions and are not considered as duty time for which compensation is paid. No employee shall be required to work more than six (6) consecutive hours without a meal period. Supervisors will schedule meal periods for their employees.

Section E. Rest Periods. Rest periods shall not exceed fifteen (15) minutes during each four- (4) hours of continuous work and shall be compensable time. Rest periods are not authorized in connection with meal periods

Section F. Make Ready and Clean -Up Time. Incidental duties that are directly connected with the performance of a job; such as obtaining and replacing working tools or materials, undergoing inspections, donning or removing prescribed work uniforms and similar tasks are considered part of job requirements within the established tours of duty. When possible, work shifts are arranged so that time required for incidental duties are part of the regularly scheduled workday. When incidental duties cannot be made part of the regularly scheduled workday, the extra time for which overtime is payable must not exceed thirty (30) minutes a day.

**ARTICLE XI**  
**LEAVE POLICIES**

Section A. Annual Leave. Employees shall earn annual leave in accordance with applicable regulations. When a request for annual leave has been denied, the employee will be notified by the supervisor of the reason for denial. Reason for denial will be furnished in writing upon request of the employee. Supervisors will, at the beginning of the leave year, establish employee leave schedules for the leave year. In the event the Employer finds it necessary to cancel previously approved annual leave, the employee shall be furnished the reasons therefor and be permitted to reschedule the leave.

Section B. Sick Leave.

- a. Sick leave shall be granted to employees when they are incapacitated for performance of their duties, provided that the employee not reporting for work because of incapacitation for duty give notice to their supervisors by telephone as soon as possible, normally within two (2) hours after the start of the workday.
- b. Approval of sick leave for prearranged medical, dental, or optical appointments must be secured in advance. Normally, a doctor's certificate will not be required to substantiate a request for sick leave for three (3) days or less. However, when the supervisor has reason to believe that sick leave is being abused, the employee will be required to submit a doctor's certificate as to his/her incapacity for any period of absence. A medical certificate will not be required to substantiate requests for approval of sick leave for three (3) days or less unless the employee has been warned in writing about an excessive use or abuse of sick leave. An employee shall not receive a written warning unless he/she has been verbally counseled by his/her supervisor. When SF-71 is to be submitted for all periods reported as sick, the requirement will be reviewed every six- (6) months by the supervisor and the employee concerned to determine if a continuation of this requirement is necessary.
- c. The Union agrees to support the Employer in efforts to eliminate unwarranted or improper use of sick leave and to voice to employees the benefits of sick leave accrual.

Section C. Leave Without Pay (LWOP).

- a. Subject to mission requirements, the Employer agrees to excuse without charge to leave duly authorized Union representatives to attend training seminars, briefings and orientation conducted by the Union relating to matters of mutual benefit and concern to the Employer and The Union. Normally each representative will be excused for not more than eight (8)

hours for each approved seminar or training session. Union representatives will also be excused without charge to attend seminars, briefings and orientation conducted by the U.S. Government and other activities and agencies, relating to matters of mutual benefit and concern to the Employer and the Union.

Requests must be in writing and submitted to the Civilian Personnel Officer through the employee's supervisor at least two weeks in advance, when possible.

- b. LWOP will be granted to members of the Bargaining Unit in accordance with applicable regulations.

## **ARTICLE XII**

### **OFFICIAL TIME**

Subject to mission requirements, Union representatives may be granted official time to attend Union and non-Union sponsored training, which is considered of mutual benefit to the Employer and the Union.

Such official time shall be granted not to exceed eighty (80) hours per person each calendar year or not to exceed a grand total of one hundred sixty (160) hours each calendar year. Such official time for Union representatives shall be specifically requested in writing by the Local from the Employer at least ten (10) working days in advance, where possible. The Local's written request must be accompanied by a schedule or agenda of the training.

The written request will be submitted to the supervisor of the employee, and a copy of the request will be concurrently submitted to the Civilian Personnel Labor Relations Officer (DPCE).

## ARTICLE XIII

### WORKING CONDITIONS

Section A. Health and Safety. The Employer agrees to provide a safe and healthful workplace for all employees and will comply with applicable laws and regulations relating to the safety and health of its employees are responsible for prompt reporting of observed unsafe conditions.

Section B. Morale Welfare and Recreation Facilities. The Employer agrees that matters involving the establishment and operation of morale, welfare, and recreation facilities, services and activities, as are determined to be essential to the morale and efficiency of the Bargaining Unit, are appropriate for meeting and conferring with the Union. The Employer and the Union will consider the recommendations and suggestions on these matters. Determination of the need for, and establishment of, any such services and activities will be accomplished, justified and funded in accordance with applicable regulations.

Section C. Parking.

- a. The Employer agrees that every effort will be made to provide adequate parking facilities for employees. Where possible and within provisions of existing regulations, adequate parking will be provided adjacent to buildings or work locations which will allow for the shortest possible walking distance from parking facility to work location.
- b. Employees having permanent physical handicaps which impede walking will be provided special reserved parking. Employees with temporary physical handicaps will be provided reserved parking upon request, and with the support of a physician's certification, for the duration of the incapacitation.
- c. The parking space currently provided to the Union will be used to support this Agreement.

## ARTICLE XIV

### CIVIC RESPONSIBILITIES

Section A. Fund Drives. The Employer and the Union mutually agree that employees in the Unit will be encouraged to participate in worthwhile charity drives. However, in no instance will the Employer or the Union exercise pressure on any employee to contribute to a charity to which the employee does not wish to contribute, nor will any reprisal action be made against an employee who refrains from contributing. The Union may nominate a representative to serve on fund raising committees.

Section B. Savings and Bond Program. The Employer and the Union agree to support the payroll savings plan for the purchase of the United States Bonds. Participation in the program will be strictly voluntary on the part of the employee. Encouragement by the Employer and the Union of Employee participation will not involve any practice of compulsion, coercion or reprisal.

Section C. Social Action Programs. The Employer and the Union agree to support and mutually participate in such social action programs as may be sponsored and established by the Federal Government or the Air Force. The Union will have a member on such boards or committees.

## ARTICLE XV

### EQUAL EMPLOYMENT OPPORTUNITY

Section A. The Employer and the Union agree to cooperate in providing equal opportunity for all persons regardless of race, color, sex, religion, age, physical handicap, or natural origin; to eliminate all discrimination whatever it is known to exist; to assure that all personnel programs, policies and assignments are free of discriminatory practices; and to work toward a truly integrated work force through a continuing affirmative action program.

Section B. The Parties agree that every effort will be made to utilize to the fullest extent, the present skills of employees; to provide the maximum feasible opportunity for employees to enhance their skills through on-the-job training and other training programs so that they may perform at their highest potential and advance in accordance with their abilities.

Section C. The NAF Bargaining Unit shall have a member on the Equal Employment Opportunity Committee. The Union shall be afforded the opportunity to have a member on various subcommittees. The Equal Employment Opportunity Committee shall meet at least quarterly. The function of the Committee shall include the following:

- a. Review EEO complaints activity to analyze, identify and recommend affirmative action areas required to improve employment practices, policies and procedures.
- b. Assist in formulating the activity plan of action.
- c. Review trends in personnel actions and procedures to determine whether personnel management practices are designed to afford all qualified candidates an opportunity for employment or career mobility.
- d. Monitor recruitment efforts to assure that all available sources have been tapped.
- e. Evaluate the EEO Program implementation and progress towards the objective stated in the activity plan of action.

Section D. Upon request, the employer agrees to provide the Union information regarding the number, basis for, and status of all complaint processing and pre-complaint counseling activities. The purpose of this information shall be to analyze installation complaint activity.

Section E. The Employer agrees to train two (2) members of the Bargaining Unit in basic EEO counseling.

Section F.

- a. During precomplaint counseling and at every stage of the complaint proceedings, EEO Counselors will advise all potential discrimination complaints covered by this Agreement of the right to representation of their choice, to include the Union. The right to representation shall be stated in the final interview report prepared by the counselor.
- b. If designated, the Union shall have the right to be present at all discussions between management and employees concerning EEO complaints.
- c. When the complaint does not elect to have Union representation, the Union will be permitted to have an observer present at the hearing without charge to leave unless the complaints object. The examiner will determine the validity of the objection and make the decision on the question of attendance.
- d. The Union, if designated representative, shall be given a copy of the report containing the resolution of EEO complaints.

## ARTICLE XVI

### ORIENTATION AND TRAINING

Section A. The Union agrees to inform all new employees and all employees converted to regular appointments, as part of the orientation conducted by the Civilian Personnel Office during the first two weeks of employment, or their right to join or refrain from joining and the purpose of the Union. During the orientation, the Union will also provide a copy of the Agreement and a list of designated stewards to each new employee in the Bargaining Unit. Attendance at the orientation is mandatory, and attendance will be annotated on the AF Form 971.

Section B. It is essential for an employee to know who his supervisor is at all times. The Employer will whatever action is required to keep an employee informed of identification of his/her first and second level supervisor.

Section C. The Employer expects each supervisor to stimulate and encourage the interest of his subordinates in self-development, provide information on known self-development sources and to assure that equal opportunity is given to all employees to participate in job-related Employer sponsored training. When requests for Government sponsored training have been denied, the employee will be advised by the supervisor of the reasons for denial. The Union will encourage its members to engage in self-development activities to perform more effectively in current and future assignments.

## ARTICLE XVII

### EMPLOYEE PERSORMANCE EVALUATION

#### Section A. Evaluation of Employee Performance.

- a. The Supervisor will inform each employee of the performance requirements of the employee's position and will evaluate him/her continually to determine how well the requirements are met in terms of quality, quantity and manner of performance.
- b. Performance requirements predicated on duties assigned and /or included in the official position description will be discussed with each employee when he is newly assigned to a position. New or revised performance requirements which are established as a result of changes in duties and responsibilities, technological changes, or performance criteria will be discussed with the affected employee(s) by the immediate supervisor.
- c. Discussions held with the employee which reflect either work performance above the level required or which indicate a need for improvement will be entered on the Supervisor's Record of Employee, AF Form 971, and utilized for further performance discussions, documentation for annual rating and incentive award recognition. If an employee's performance is in need of improvement, the supervisor will advise the employee of shortcomings, give an opportunity to improve and assist the employee in meeting performance requirements. Prior to recording entries concerning performance on AF Form 971, the supervisor will discuss them with the employee. Employees will be given an opportunity to initial any favorable or unfavorable comments entered on the AF Form 971, attachments or supplemental portion or the AF Form 971. The employee's initial will indicate only that the employee is aware of each entry. The employee's initials do not indicate concurrence or non-concurrence.
- d. The Annual performance rating assigned to each employee will be given by the employee's supervisor, who is immediately responsible for the employee's work or who assigns, reviews or evaluates the employee's work. When the rating official is unable to discharge these responsibilities, the reviewing official accomplishes them.
- e. Ratings will not conform to any predetermined statistical distribution but will be based solely on employee's performance.
- f. When a determination has been made that an employee cannot perform satisfactorily in his current position, the Employer will not issue a notice of proposed removal before it has been determined the employee cannot be reassigned at his or her current grade or changed to a lower grade position for which he/she is qualified. Efforts to place the employee in another position will continue during the notice period.

- g. The Civilian Personnel Representative and the Union will work together in an attempt to resolve problems which arise at the time it comes to the attention to either party. All proposed notices and letters issued to an employee which deal with marginal performance, denial of within grade increase and adverse performance ratings shall state that the employee may contact a Union Representative of AFGE Local 2429 in regard to the notice or letter.

Section B. Supervisory Appraisal under Merit Promotion Program

- a. Employee Supervisory Appraisal will be made once yearly, and all employees will be rated at the same time within a period of two weeks. If either supervisor or employee has been assigned for less than 90 days, the appraisal will be postponed until the first workday following the 90-day period. A new appraisal may be accomplished on an employee six (6) weeks after the date of the last annual supervisory appraisal when there has been a significant change in the employee's performance.
- b. The rating supervisor will review the appraisal with the reviewing official for each employee prior to discussion of the rating with the employee.
- c. The appraisal signed by the rating and reviewing official will be shown to the employee at the time of supervisory discussion, and each rating element will be discussed in terms of the employee's performance. The employee should sign the appraisal to indicate that it has been discussed and shown to the employee. The employee will be provided a copy of the appraisal.
- d. Supervisory appraisals under the merit promotion program will not conform to any predetermined statistical distributions but will be based solely on employee's performance.
- e. Completed employee appraisal forms and ratings will be maintained in the Civilian Personnel Office. These forms and ratings will not be released or shown to anyone except as authorized by the Civilian Personnel Office on a need-to-know basis. In the event of the complaint, an employee's designated representative shall provide a copy if authorized in writing by the employee.

## ARTICLE XVIII

### PLACEMENT AND PROMOTION

Section A. It is agreed that the employer will utilize, to the maximum extent possible, the skills and talents of its employees.

Section B. The Civilian Personnel Office will issue a vacancy announcement for each regular (full-time/part-time) position to be filled. Regular full-time employees are those who are hired for continuing positions and who have a regularly scheduled workweek of 35 hours or more. Regular part-time employees are those hired for continuing positions requiring a minimum of 20 hours but less than 35 hours per week on a regularly scheduled workweek.

Section C. All eligible employees may apply for a promotion and be considered at the time the vacancies exists. Employee's who are absent from duty for reasons of official travel or approved leave are responsible for advising their supervisors in writing of the positions for which they wish consideration during such absences. During such absences, except in cases of LWOP for more than 30 days, supervisors will apply on behalf of the employee for those positions identified by the employee in accordance with the section.

Section D. Vacancy announcements will be advertised on bulletin boards for a period of not less than five (5) workdays prior to the closing date to give employees an opportunity to bid for a job.

Section E. Announcements will provide a summary statement of duties, a statement of required qualifications and, if appropriate, a statement of any special knowledge, skills and abilities determined essential for effective job performance and for identifying the best qualified candidates. The Union shall be provided with a copy of all vacancy announcements.

Section F.

- a. In filling positions through merit promotion, the area of consideration will consist of all regular NAFI employees at Los Angeles Air Force Base serviced by the Central Civilian Personnel Office (CCPO). The area of consideration will not be expanded until the eligible candidates at Los Angeles Air Force Base have been considered and interviewed.
- b. All employees applying for vacancies in accordance with Article XVIII, Section C, will be considered.
- c. Candidates who fail to meet minimum qualification standards will be screened out by the CCPO.
- d. All qualified candidates will be listed alphabetically with their promotion appraisal score on the promotion certificate. Promotion certificates and any other materials relating to individual action or to the candidates must

not be discussed with or shown to unauthorized personnel. Certificates are transmitted in sealed envelopes.

- e. Interviews will be conducted by the selecting supervisor. All eligible candidates will be interviewed.
- f. All candidates referred as qualified must be informed in writing by the supervisor of the final selection. Upon request, a competitor is informed by the CCPO whether he/she is qualified or not.

Section G. An employee's accumulation of earned annual or sick leave will not be a factor in ratings for promotion.

Section H. Employees who believe that their experience was not properly credited under governing qualification standards or that provisions of the Merit Promotion procedures were not otherwise followed, and that they were thereby deprived of the proper and just promotional consideration, should attempt to resolve the matter informally with the Civilian Personnel Office before filing a grievance. Employees may contact the Union to seek assistance in this regard. Non-selected from a group of properly certified candidates is not a basis for a formal grievance.

Section I. When a written grievance is filed, the Employer agrees to provide the Union all information necessary and relevant to the effective representation of the employees in the Bargaining Unit. The form of this information may be sanitized to the extent required by the provisions of applicable law.

Section J. Approved qualification standards will be maintained in the Civilian Personnel Office. The Employer agrees to send to the Union for review all proposed new or changed qualification standards which are referred by higher headquarters for consideration.

Section K. Supervisors will keep employees currently advised of weaknesses in their job performance and potential, and will counsel employees on how to improve their chances for promotions.

Section L. Details of employees to other positions will be in accordance with AFR 40-7. Details shall be annotated on the employee's AF Form 971, and the employee's detailing supervisor shall advise the employee to update his/her experience record in the Official Personnel File by the use of SF-172.

Section M. Prior to changing or implementing a new merit promotion procedure(s) for the Unit, the Employer shall negotiate with the Union.

## ARTICLE XIX

### POSITION CLASSIFICATION

Section A. Each employee will be provided a copy of his/her official position description. Any employee in the Unit who believes that their position is improperly classified will first consult with the supervisor for information as to the basis for the classification of the position. If the employee is not satisfied with the explanation received, the supervisor will request consultation between the appropriate Civilian Personnel Office representative, employee and the supervisor in an effort to resolve the employee's dissatisfaction informally. In an effort to resolve the employee's dissatisfaction, the Employer agrees to make available for review during counseling sessions pertinent documents relating to the classification of the position, such as classification standards, guidelines, and evaluation statements, if applicable. If the employee so desires, he/she may request Union representation.

Section B. In the event the employee's dissatisfaction concerning the classification of his /her position cannot be informally resolved, the supervisor shall inform the employee that information on appeal procedures may be requested from the Civilian Personnel Office. A copy of the evaluation statement, if applicable will be provided the employee or the designated representative upon request.

Section C. The Employer agrees to send to the Union for review or comment all proposed new or changed classification standards which are referred by higher headquarters for comment. Employer agrees to forward any Union comment to higher headquarters for consideration.

## ARTICLE XX

### REDUCTION -IN -FORCE (RIF)

Section A. The Employer's representative will advise the Union of any anticipated RIF affecting employees in the Unit without delay.

Section B. The Union agrees to nominate not more than two (2) members to the Civilian Personnel Office to serve as RIF representatives in all activities associated with RIF actions affecting members of the Unit as follows:

- a. The Civilian Personnel Office will provide training for the Union's representatives in the function of RIF. Such training will encompass the procedures, regulations and other pertinent aspects of the RIF process to ensure they will be fully informed and capable of understanding the RIF process.
- b. At any time the Civilian Personnel Office determines that a RIF must be carried out, and when members of the Unit are among those to be included in the RIF, the Union will be contacted and given a briefing regarding the need and reasons for conducting the RIF.
- c. The Union RIF representative will be given the opportunity to review all documents which affect Unit members of cause Unit members to be affected.

## ARTICLE XXI

### SUPERVISOR'S RECORD OF EMPLOYEE

Section A. The AF Form 971 and attachments thereto on employees are the supervisor's personal and confidential record. Access to this record will be restricted to the immediate supervisor, employee and other representatives of the Employer or employee with an official "need-to-know". Upon written request, the employee or their authorized representative may obtain a copy of the AF Form 971 and its attachments. Among items recorded on the AF Form 971 will be information concerning employee performance and conduct, and a description of any pertinent discussions with the employee. Employees will initial any counseling session, favorable and unfavorable comments entered on the AF Form 971. The employee's initials do not indicate concurrence or non-concurrence with such entries.

Section B. Any information of derogatory nature will only be maintained on the AF Form 971 or supplements thereto for 24 months. At the end of this period, such information will be removed and destroyed. Derogatory remarks which are determined to be unfounded will be purged from the AF Form 971. The employee or his/her representative will be permitted to review his/her AF Form 971 and supplements thereto.

## ARTICLE XXII

### VOLUNTARY SEPARATIONS

Departing employees have the right to be counseled by the Union if they desire when they have reason to believe there may be a misunderstanding about the action and its consequences. The purpose of this is not to reverse the employee's decision, but to be sure the employee understands his/her rights, entitlements and obligations, and to preclude problems.

**ARTICLE XXIII**  
**CONTRACTING OUT**

The Employer shall afford the Union an opportunity to negotiate on negotiable matters prior to contracting out that will result in the displacement of members of the Bargaining Unit. The Employer further agrees to attempt to minimize the impact on employees when a function is contracted out. Affected employees will be reassigned and/or retained to the maximum extent possible.

## ARTICLE XXIV

### INJURY COMPENSATION

Section A. Employees have the responsibility of informing their supervisors promptly when injured or ill because of work. Supervisors are responsible for counseling employees to report such injuries and illnesses, and for prompt completion of required compensation forms.

Section B. Supervisors will promptly advise stewards of on-the-job injuries incurred by members of the Bargaining Unit. Stewards will also promptly advise supervisors when they become aware of injury.

Section C. The Employer shall make every effort to make arrangements for transportation, when requested, for an employee incapacitated due to illness or accident on the job, and unable to drive.

Section D. The Civilian Personnel Office shall be responsible to provide the individual the necessary forms, regulations and all procedures to follow relative to such injury. The Civilian Personnel Office will advise the Union on any problems, regarding the completion of forms, regulations and procedures involving an on-the-job injury of the Unit member.

## ARTICLE XXV

### DISCIPLINARY ACTIONS AND ADVERSE ACTIONS

Section A. Supervisors are obligated to act where the determination has been made that discipline is in order and will only be taken for just and efficient cause. Disciplinary and adverse actions will be consistent with laws and regulations governing such actions.

Section B. Disciplinary actions are limited to oral admonishments, letters of reprimand and suspensions of 14 days or less.

Section C. Adverse actions are removals, suspensions for more than 14 days, furloughs for 30 days or less, and reductions in pay or grade.

Section D. Disciplinary actions are intended primarily to correct employees. All parties are expected to cooperate in the discussion of offense situations in an effort to ensure that the appropriate penalty necessary to correct an employee is assessed.

Section E. When disciplinary action is considered warranted, a written notification will be delivered whenever information is revealed or becomes available to substantiate the action. Discipline must be prompt and will only be taken for just and sufficient cause.

Section F. When the Employer conducts an informal, investigatory interview, the employee being interviewed is entitled, upon the employee's request, to the presence of a Union representative, if the employee has reasonable grounds to believe the interview may result in disciplinary action against him/her. The provision shall not apply to investigatory interviews concerning accidents conducted by the Employer's safety inspectors or investigatory interviews concerning criminal cases conducted by the Employer's representative.

Section G. When the Employee is available, the Employer agrees to informally discuss the basis for any proposed disciplinary or adverse action. The Employer will provide to the employee his/her designated representative, upon request, all documents, letters, affidavits and any other material relied upon to support its disciplinary or adverse action. The Employer will carefully consider the employee's views before instituting formal action.

Section H. If an employee is to be served with a warrant or subpoena, it will be done in private, where possible, without the knowledge of other employees.

Section I. When the employee does not elect to have the Union represent him/her, a Union observer will be allowed to attend, but not participate in, a hearing concerning the appeal of the employee in the Unit, except when the employee objects and the examiner

Determines that the objection is valid. A Union representative who is present at an appeal hearing when authorized to do so under the appeal procedure normally is excused without charge to leave. However, if the employee's representative is an official member of the Union concerned and is on official time, the observer is charged annual leave without pay.

Section J. An employee may either appeal adverse actions through AFR 40-7, Nonappropriated Funds Personnel Management and Administration, or request that the Union seek arbitration, but not both. If the employee desires the Union to seek arbitration, he/she must notify the Union but not later than five (5) calendar days after the effective date of the adverse action. The Union shall determine which case are referred to arbitration.

## XXVI

### GRIEVANCE PROCEDURES

Section A. The purpose of this article is to provide for a mutually acceptable method for the prompt and equitable settlement of grievances.

Section B. This negotiated procedure shall be the exclusive procedure available to the Employer, the Union and the employees in the Bargaining Unit for resolving such grievances.

Section C. A grievance is defined as any dispute or complaint between employer and the Union or employee(s) or employer covered by this agreement and pertaining to the following:

- a. Any matter involving interpretation, application, or violation of this agreement; and
- b. Any matter involving working conditions, interpretations and applications of agency policies, regulations and practices not specifically covered by this agreement.

Section D. If the Unit employees desire representation using this grievance procedure, he/she must be represented by a Union appointed representative or a representative of personal choice approved by the Union. The term "Union representative" used in this article is defined as follows:

- a. Representative appointed by the Union
- b. Representative approved by the Union

Section E. The Employer agrees to obtain an agency decision on the grievability or arbitrability of grievance prior to the start of the time limit for the written answer to Step 3 of this procedure. Any rejection of a grievance on the grounds that it is not a matter subject to this grievance procedure, or is not subject to arbitration, shall be executed at Step 3 of the grievance procedure. Such rejection shall be served upon the Union in writing and, if alleged to be subject to statutory appeal procedures, shall state it is the final rejection of the matter. Disputes of grievability or arbitrability shall be referred to an arbitrator as a threshold issue in the related grievance. The arbitrator's fee and expense shall be borne equally by the Employer and the Union.

Section F.

- a. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made to settle grievances at the lowest possible level. The filing of the grievance shall not be

- construed as reflecting unfavorably on an employee's good standing, performance or loyalty or desirability to the organization.
- b. The Civilian Personnel Office will establish and maintain a grievance file when written grievance has been submitted. This file will contain all documents pertinent to the case, such as a memorandum explaining the informal resolution attempted, signed by the official who considered the matter, and any material relied on to support the action. The Party initiating any documentation relating to the grievance is responsible for providing a copy for the file.
  - c. Reasonable time during working hours will be allowed for an employee and his/her designated representative, if otherwise in duty status, to discuss, prepare for and present grievances. They will be permitted to review and obtain copies, upon written request, of any material relied upon to support the action.

Section G. Step 1. A grievance so identified by the employee shall first be addressed orally by the concerned employee and/or the employee's representation, or both with the immediate supervisor, if appropriate, in an attempt to settle the matter. Grievances must be presented within fifteen (15) workdays from the date the employee or the Union becomes aware of the grievable act. An extension of time not to exceed ten (10) additional workdays will be granted for extenuating circumstances such as leave, TDY and situations not under the control of the aggrieved. Extensions may be granted and confirmed in writing and contain specific reasons for the request. If an employee presents a grievance directly to the agency management without Union representation for adjustment consistent with the terms of this Agreement, the Union shall have an observer present on official time. The supervisor will render a decision not later than five (5) workdays after presentation of the grievance. Decision shall be in writing with issues and corrective action sought clearly described.

Section H. STEP 2.

If the matter is not satisfactorily settled following the initial discussion, the Union may, within five (5) workdays, submit the grievance in writing to the next appropriate level of supervision. Stated on or attached to the document shall be:

- a. Name or names of grievant.
- b. Specific Article(s) and section(s) of the Agreement alleged to have been violated and date of the violation.
- c. Remedy requested.
- d. Efforts made to resolve dissatisfaction informally.
- e. Grievant representative's name.

The supervisor will meet with the employee(s) and his/her Union representative within five (5) workdays after receiving the formal grievance. The supervisor will render a decision in writing to the Union within ten (10) workdays after meeting.

Section I. Step 3. If the grievance is not settled at the level of the supervision, the Union may, within five (5) workdays, forward grievance to the Commander, 6592 ABG, for further consideration. The Commander shall review grievance, consult with the Parties, if appropriate, and render a written decision within ten (10) workdays after receipt of grievance.

Section J. Step 4. If the grievance is not satisfactorily settled, the Union or the Employer may refer the matter to arbitration.

Section K. Grievances may be submitted in writing by the Union President directly to the Commander, 6592 ABG. The Commander and the Union President will meet and confer, if appropriate, after receipt of grievance. The Commander, 6592 ABG, shall give the Union President his written answer within fifteen (15) workdays after receipt of the grievance. If the grievance is not settled by this method, the Union may refer the matter to arbitration. Nothing herein will preclude either Party from attempting to settle such grievances informally.

Section L. The 6592 ABG Commander may submit Employer initiated grievances in writing directly to the Union President. The procedure and time limits will be the same as in Section K.

Section M. All time limits in this Article may be extended by mutual consent and should be confirmed in writing. Failure to observe the time limits shall entitle the aggrieved to advance the grievance to the next step. New issues may not be raised by either Party after the initial step of the grievance procedure.

Section N. If there is a change in the Union representative after the initial stage, management will be notified in writing.

## ARTICLE XXVII

### ARBITRATION

Section A. If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written request by either Party within thirty (30) calendar days after issuance of the Employer's final decision, shall be submitted to arbitration.

Section B. Within five (5) workdays from the date of request for arbitration, the Parties shall jointly request the Federal Mediation and Conciliation Services (FMCS) to provide a list of seven impartial persons to act as arbitrators. The Parties shall meet within three (3) workdays after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of seven and will then repeat this procedure. The remaining name shall be the duly selected arbitrator.

Section C. The FMCS shall be empowered to make a direct designation of an arbitrator to hear the case in the event:

- a. Either Party refuses to participate in the selection of the arbitrator.
- b. Upon inaction or undue delay on the part of either Party.

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

Section E. The arbitrator's fee and the expenses of the arbitration, if any, shall be borne equally by the Employer and the Union. However, in no event will an amount for per diem and transportation be greater than that permitted under the Joint Travel Regulations. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic workweek. All employee witnesses to the hearing shall be on duty status. Union representatives to the hearing shall be on duty status.

Section F. The arbitrator will be requested to render a decision as quickly as possible but, in any event not later than thirty (30) days after the conclusion of the hearing unless the Parties mutually agree to extend the time limit.

Section G. The arbitrator's award shall be binding on the Parties. However, either Party may file exceptions to an award with the Federal Labor Relations Authority, under regulations prescribed by the Authority

## ARTICLE XXVIII

### DUES WITHHOLDING

Section A. The Employer shall deduct Union dues from the pay of all eligible employees who voluntarily authorize such deduction and are in the Unit for which the Union holds exclusive recognition, in accordance with provisions set forth herein.

Section B. Union dues (the regular, periodic amounts required to maintain an employee in good standing with the Union) shall be deducted by the Employer from an employee's pay each payroll period when the following conditions are met:

- a. The employee either is a member in good standing of the Union or has signed up for membership subject to the payment of his first month's dues through voluntary allotment as provided herein.
- b. The employee's earnings are regularly sufficient to cover the amount of the allotment.
- c. The employee has voluntarily authorized such a deduction on Standard Form 1187, supplied by the Union. Members complete Section B of the SF-1187 before return to the Union.
- d. The Union, through its authorized official, has completed and signed Section A of such forms.
- e. Such completed form has been transmitted promptly by the Union to the NAF Financial Management Branch.

Section C. The Union shall supply SF-1187 and shall be responsible for the distribution of this form to its eligible members and for completion of Section A thereon, including the certification of the current amount of such local Union's regular dues to be deducted each pay period. The Union shall be responsible for educating its members on the voluntary program for allotments for payment of dues, its voluntary nature, and the uses and availability of the required forms (SF-1187 and SF-1188) and the conditions for revocation of allotments.

Section D. Deduction of dues shall begin with the first pay period which occurs after receipt of SF-1187 by the NAF Financial Management Branch. However, such forms must be received by the Payroll Section three (3) workdays prior to the beginning of the pay period.

Section E. The amount of the Union dues to be deducted each pay period shall remain as originally certified on the allotment forms by the authorized Union official until a change in the amount of deduction is certified by the authorized official of the Union and change is transmitted to the Payroll Section.

Section F. Any such change in the amount of any employee's regular dues, with resultant change in the amount of the allotment of such employee per pay period shall become effective with the deduction allotment made on the first pay period after

transmittal of the notice, via the Union, provided such notice of change is received by the Payroll Section three (3) workdays prior to the beginning of the pay period. Changes in the amounts of the Union's dues shall not be made more frequently than once each twelve (12) months.

Section G. An employee's voluntary allotment for payment of Union dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur:

- a. The Agreement providing for dues withholding is suspended or terminated by an authority outside DoD.
- b. Loss of exclusive recognition by the Union
- c. Reassignment, promotion or other personal action (except temporary promotion or detail) whereby the employee becomes employed outside the Union.
- d. Separation of the employee for any reasons including resignation, transfer, death or retirement.
- e. Receipt by the Employer of notice that the Employer of notice that the employee has been expelled or has ceased to be a member in good standing of the Union.

Section H. The Union which has members on voluntary allotment of its dues shall promptly notify the Payroll Section in writing when any such member in good standing. Such notices shall be in duplicate and transmitted to the Payroll Section by the Union which shall retain the duplicate for its own records. Such notice must be received by the Payroll Section by three (3) workdays prior to the start of the next pay period.

Section I. An allotment for the deduction of an employee's Union dues may also be voluntarily terminated by the employee through submission to the Payroll Section, through the Union Treasurer, of a SF-1188 in duplicate. The duplicate copy of the SF-1188 shall be withdrawn by the Union Treasurer, and the original shall be forwarded immediately to the Payroll Section. The SF-1188 shall not be accepted by the Payroll Section unless said form has been submitted through the Union Treasurer. Members who elected to pay dues by payroll deduction on or prior to 1 September 1978 may withdraw on the annual effective date of their allotment.

Section J. The Employer, through the Payroll Section, shall transmit to the American Federation of Government Employees (AFGE) Local 2429, within three (3) workdays after each pay day all of the following:

- a. A list in duplicate which shall contain the name of each employee member of the Union on voluntary allotment, and the amount of the allotment made for each such employee member. The list also includes the names of those employees for whom allotments have been permanently or temporarily stopped and reason therefor.

- b. A check drawn by the NAF Financial Management Branch on the First National Bank of Chicago and made payable to the AFGE Fiduciary Account, Local 2429, Account No. 432-802450-0, Great Western Bank, 550 No. Sepulveda Blvd., El Segundo, California 90245-4494, in an amount equal to the grand total of all such monetary allotment deduction.

Section K. The Article is subject to revision at such time as the Union will deem it appropriate to change the amount of dues to be allotted, or the address where remittance checks are to be sent. In such case, it is agreed that the Union shall provide the Employer upon demand satisfactory evidence that all employee members have received ample and timely notice of such change in the amount of dues. Changes in the amount of Union dues shall not be made more frequently than once each twelve- (12) months.

Section L. So long as the Parties are negotiating or seeking to negotiate a renewal Agreement, dues deduction shall continue until (1) a new contract is approved, (2) the Union loses representation rights, or (3) procedures for the resolution of a Bargaining impasse have been exhausted.

## ARTICLE XXIX

### ALCOHOLISM AND DRUG ABUSE

Section A. The Union and the Employer jointly recognize alcoholism as a chronic disease and drug abuse as a health problem, both of which are treatable. It is also recognized that it is in the best interest of the employee, the Union, and the Employer that they be treated and controlled. The objective of both The Union and the Employer is to return all identified civilian alcohol and drug abusers to full and effective duty status. Therefore, every drug and alcohol abuser, regardless of how identified, will be offered the opportunity for rehabilitation.

Section B. Our concern is limited to alcoholism and drug problems which cause poor work performance, behavior and attendance. Any employee with an identified problem who participate in the Drug and Alcohol Abuse Control Program will be entitled to all of the rights, benefits, specific services and assistance which this program provides.

Section C. It shall be the responsibility of the Employer and the Union to follow the policy and procedures specified in the Drug and Alcohol Abuse Control Program.

Section D. The Union will have a member of the Bargaining Unit on the Los Angeles Air Force Base Drug and Alcohol Abuse Control Committee established by the Base Commander to assess drug/alcohol abuse trends and to coordinate and monitor the activities of the individual organizations and staff agencies having responsibilities in drug and alcohol abuse control.

Section E. A supervisor must:

- a. Be alert, through continuing observation, to deteriorating changes in the work behavior of assigned employees.
- b. Document specific instances when an employee's work performance, behavior or attendance fails to meet minimum standards.
- c. Advise the Social Actions staff and the Union of what he/she perceives to be the employee's problem. The supervisor will not attempt to diagnose or draw conclusion.
- d. Interview the employee, discuss sub-standard work performance or misconduct, and advise the employee to seek available Air Force counseling services or medical treatment.
  - (1) The focus of corrective interviews is restricted to the issue of job performance, attendance or conduct, and opinions or judgements on alcoholism or other drug use are prohibited.
  - (2) Th employee shall be afforded the right to have appropriate representation present if the Union so desires.

Section F. Retention and promotion of Civilian Personnel jeopardized by voluntary or referred request for counseling or assistance for rehabilitation in regard to personal use of drugs or alcohol except as provided in the program.

Section G. Records of identity, diagnosis, prognosis or treatment of any civilian employee which are maintained in connection with the Drug and Alcohol Abuse Control Program are privileged information and, without the employee's written consent, may be disclosed only as provided by regulation.

## **ARTICLE XXX**

### **WAIVER OF CONDITIONS**

The waiver of any conditions of this Agreement may be made only by mutual agreement between the employer and the Union; will be recorded in a memorandum of understanding signed by designated representatives of the Employer and the Union; and, will not constitute a precedent in the future enforcement of all terms and conditions stated herein.

## ARTICLE XXXI

### DURATION OF AGREEMENT

Section A. This collective bargaining agreement shall become effective upon the written concurrence of both parties and approval of Headquarters Air Force Systems Command (HQ AFSC). This Agreement shall remain in effect for five years from the date of approval by HQ AFSC. However, each party must give written notice to the other, not more than 90 nor less than 60 days prior to the expiration of the agreement, of their intention to reopen and amend or modify the agreement.

Section B. Each party must give notice to the other, not more than 90 nor less than 60 days prior to the five year expiration date and each subsequent expiration date for the purpose of renegotiating this agreement. The present agreement shall remain in full force and effect during the renegotiating of said agreement and until such time as a new agreement is approved. If neither party serves notice to renegotiating this agreement, the agreement shall be automatically renewed for one year periods.

Section C. During the duration of this agreement, either party may notify the other in writing of its desire to negotiate supplemental agreements. Any supplemental agreement shall remain in effect in accordance with the provisions of the agreements.

Section D. When written notice is received to renegotiate this agreement, proposals shall be exchanged concurrently by the parties on a mutually agreed to date. The proposals shall be exchanged not later than sixty (60) days from the date of receipt of the original notice to renegotiate.

SIGNATURES FOR NAF CONTRACT

AUTHENTICATION

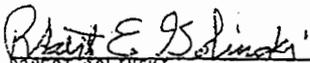
FOR THE EMPLOYER



DONALD L. CROMER  
Lieutenant General, USAF  
Commander, Space Division



TROY VERRETT  
Labor Relations Officer  
Chief Negotiator/Labor  
Relations Officer



ROBERT GOLINSKI  
Legal Advisor/Negotiator



L. D. CROUCH  
Director of Civilian Personnel  
ACS/Personnel

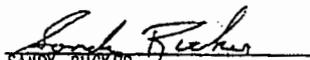
20 October 1989

Date

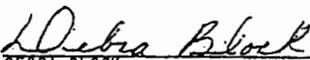
FOR THE UNION



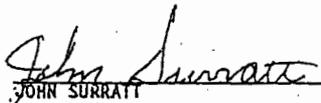
GLORIA J. HEWITT  
President/Chief Negotiator  
AFGE Local 2429



SANDY RUCKLER  
NAF Chief Steward/Negotiator



DEBRA BLOCK  
SSD Chief Steward/Negotiator



JOHN SURRATT  
Steward/Negotiator



STANLEY J. WOOTEN  
Vice President/Negotiator  
AFGE Local 2429

As a bargaining unit employee, you are represented by:  
American Federation of Government Employees, Local 2429, AFL-CIO

310-322-9822 (Office)

310-322-9824 (Fax)

Jennifer Grigsby, President

Andrea Choi, Vice President

Michelle Sapp, Representative

Yvonne Walker, Representative

**NOTICE TO ALL**  
**NONAPPROPRIATED FUND (NAF) EMPLOYEES**

If you voluntarily separated from a Department of Defense appropriated fund position and received Voluntary Separation Incentive Pay (VSIP), and are reemployed into another Department of Defense position, including NAF positions, you are required to pay back the entire amount of the VSIP.

Reference: 5 U.S.C. 5597 (g) (1); P.L. 103-226, Section 8 (a)



## Notice 1015

(Rev. December 2016)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

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#### What is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note:** You are encouraged to notify each employee whose wages for 2016 are less than \$53,505 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2017.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at [www.irs.gov/formspubs](http://www.irs.gov/formspubs). Or you can go to [www.irs.gov/orderforms](http://www.irs.gov/orderforms) to order it.

#### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

#### How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2016 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2016 and owes no tax but is eligible for a credit of \$800, he or she must file a 2016 tax return to get the \$800 refund.

# NAF POSITION LISTINGS

## Categories:

**REGULAR:** (20 Hrs. Guaranteed) Basic work week will be 20-40 hours

**FLEXIBLE:** (0 Hrs. Guaranteed) Basic work week will be 0-40 hours

### PAYBAND I POSITIONS:

- Marketing Aide Marketing
- Cashier-Checker Club
- Guest Services Representative Lodging

### PAYBAND II POSITIONS:

- Marketing Clerk Marketing
- Human Resources Assistant NAF HR
- Accounting Clerk Resources
- Recreation Assistant Outdoor Recreation
- Club Operations Assistant Club

### PAYBAND III POSITIONS:

- Commercial Sponsorship Marketing
- Visual Information Specialist Marketing
- Lead Accounting Technician Resources
- Accounting Technician Resources
- Budget Analyst Resources
- Computer Assistant Resources
- Recreation Specialist Community Center  
And Outdoor Recreation
- Caterer Club
- Operations Manager Club
- Chef Club
- Accounting Technician Lodging
- Guest Services Manager Lodging

### PAYBAND IV POSITIONS:

- Supervisory Marketing Specialist Marketing
- Supervisory Accounting Technician Resources
- Supervisory Recreation Specialist Community Center  
And Outdoor Recreation
- Club Manager Club
- Lodging Manager Lodging

## CHILD AND YOUTH

### PAYBAND I POSITIONS:

- Child & Youth Program Assistant (Entry Level) CDC and Youth Center
- Child & Youth Program Assistant (Intermediate Level) CDC and Youth Center
- Child & Youth Program Assistant (Target Level) CDC and Youth Center

### PAYBAND II POSITIONS:

- Child & Youth Program Assistant (Target Level) CDC and Youth Center
- Child & Youth Program Leader CDC and Youth Center

## CRAFT AND TRADE

- Cook Club and CDC
- Cook Leader Club
- Food Service Worker Club
- Bartender Club
- Waiter Club
- Custodial Worker Lodging
- Custodial Worker Leader Lodging
- Custodial Worker Supervisor Lodging
- Maintenance Worker Supervisor Lodging
- Laborer Lodging

**10.4. Political Activities.** Public Law 103-94, *The Federal Employees Political Activities Act of 1993*, governs the political activities of employees. The law generally permits employees to engage in a wide array of political activities, however, such activity is done on the employee's own time, and away from the worksite. The principles of 5 U.S.C. 7324 relating to political activity of Government employees are administratively extended to NAFI employees to the extent that no employee shall:

10.4.1. Use official authority or influence for the purpose of interfering with an election or affecting its results which includes: using their official titles while participating in a permitted political activity; using their authority to coerce anyone into participating in a political activity; soliciting or receiving uncompensated volunteer services from a subordinate; and soliciting or discouraging the participation in a political activity of anyone with official matters before DoD.

10.4.2. Participate in the following political fundraising activities: soliciting or receiving political contributions (except under limited circumstances in relation with certain local elections or Federal labor organizations); employees may not solicit contributions anonymously over the telephone; allowing the use of their official titles in relation with political fundraising; and hosting or sponsoring a political fundraiser. An employee's spouse may host or sponsor a fundraiser, and the employee may attend it.

10.4.3. Run for partisan office (except as independent candidates in certain local elections).

10.4.4. Participate in a permitted political activity while on duty, while in a government office or building, or using a government vehicle.

10.4.5. NAFI employees retain the right to vote as they choose; express their opinions on all political subjects and candidates; and participate in nonpartisan political activity. In addition, an employee may hold a state, territorial, and local office if it does not conflict with duties, laws, or executive orders. No inquiries shall be made concerning the political affiliation of an employee or applicant for employment, and any disclosures of political affiliation shall not be considered in the employment process of the employee or applicant for employment.

**10.4.6. Permissible Activities.** Under the law, employees generally may participate in political organization activities such as being members of a political party or partisan group; serving as officers of a political party or partisan group; attending and participating in a political convention, caucus, or rally; and serving as delegates to a political party convention.

10.4.6.1. They may take an active part in a political campaign, which includes displaying a political sign, sticker, button, or similar material; initiating or circulating a partisan nominating petition; canvassing for votes; endorsing or opposing a candidate in a political advertisement, broadcast, or campaign literature; addressing a political convention, caucus, or rally on behalf of a candidate; managing a political campaign; and distributing campaign literature (but not while on duty, in a government office or building, or using a government vehicle).

10.4.6.2. They may participate in the following election-related activities: voting, acting as recorders, watchers, or challengers at a polling place; serving as election judges or clerks; driving voters to a polling place; and running for non-partisan office (that is, an office to which political parties may not designate candidates). Employees who run for non-partisan office may not seek the endorsement of a political party or print partisan campaign literature.

10.4.6.3. They may participate in the following political fundraising activities: making a financial political contribution; attending, addressing, or being featured guests at a political fundraiser (but refraining from soliciting contributions personally); soliciting or receiving uncompensated volunteer services (but not from a subordinate or anyone with official matters before DoD); and managing or organizing a political fundraiser hosted or sponsored by others (but refraining from soliciting contributions personally).

10.4.6.4. They may use work email to discuss political subjects in a manner similar to water-cooler conversations. Employees may not use work email to send messages to a high number of people with whom they have a minimal relationship for the purpose of encouraging the recipients to support or oppose a candidate, political party, or partisan group.



## THE HATCH ACT

### Permitted and Prohibited Activities

#### For Employees Who May Engage in Partisan Political Management and Campaigns\*

- **May not** use their official authority or influence to interfere with or affect the result of an election. For example:
  - **May not** use their official titles or positions while engaged in political activity.
  - **May not** invite subordinate employees to political events or otherwise suggest to subordinates that they attend political events or undertake any partisan political activity.
- **May not** solicit, accept or receive a donation or contribution for a partisan political party, candidate for partisan political office, or partisan political group. For example:
  - **May not** host a political fundraiser.
  - **May not** invite others to a political fundraiser.
  - **May not** collect contributions or sell tickets to political fundraising functions.\*
- **May not** be candidates for public office in partisan political elections.
- **May not** knowingly solicit or discourage the participation in any political activity of anyone who has business pending before their employing office.
- **May not** engage in political activity – *i.e.*, activity directed at the success or failure of a political party, candidate for partisan political office, or partisan political group – while the employee is on duty, in any federal room or building, while wearing a uniform or official insignia, or using any federally owned or leased vehicle. For example:
  - **May not** distribute campaign materials or items.
  - **May not** display campaign materials or items.
  - **May not** perform campaign related chores.
  - **May not** wear or display partisan political buttons, T-shirts, signs, or other items.
  - **May not** make political contributions to a partisan political party, candidate for partisan political office, or partisan political group.
  - **May not** post a comment to a blog or a social media site that advocates for or against a partisan political party, candidate for partisan political office, or partisan political group.
  - **May not** use any e-mail account or social media to distribute, send, or forward content that advocates for or against a partisan political party, candidate for partisan political office, or partisan political group.
- **May** be candidates for public office in nonpartisan elections.
- **May** register and vote as they choose.
- **May** assist in voter registration drives.
- **May** contribute money to political campaigns, political parties, or partisan political groups.
- **May** attend political fundraising functions.
- **May** attend and be active at political rallies and meetings.
- **May** join and be an active member of political clubs or parties.
- **May** hold office in political clubs or parties.
- **May** sign and circulate nominating petitions.
- **May** campaign for or against referendum questions, constitutional amendments, or municipal ordinances.
- **May** campaign for or against candidates in partisan elections.
- **May** make campaign speeches for candidates in partisan elections.
- **May** distribute campaign literature in partisan elections.
- **May** volunteer to work on a partisan political campaign.
- **May** express opinions about candidates and issues. If the expression is political activity, however – *i.e.*, activity directed at the success or failure of a political party, candidate for partisan political office, or partisan political group – then the expression is **not** permitted while the employee is on duty, in any federal room or building, while wearing a uniform or official insignia, or using any federally owned or leased vehicle.

For further information, contact the  
U.S. Office of Special Counsel's Hatch Act Unit  
at:

Tel: (800) 85-HATCH or (800) 854-2824  
(202) 254-3650  
Fax: (202) 254-3700

Hatch Act advisory opinion requests: [hatchact@osc.gov](mailto:hatchact@osc.gov)

\* Soliciting, accepting, or receiving such donations or contributions may be done so long as the person being solicited is: 1) a member of the same federal labor organization as defined under section 7103(4) of this title or a federal employee organization which as of the date of enactment of the Hatch Act Reform Amendments of 1993 had a multicandidate political committee (as defined under section 315(a)(4) of the Federal Election Campaign Act of 1971 (2 U.S.C. 441a(a)(4))); 2) not a subordinate employee; and 3) the solicitation is for a contribution to the multicandidate political committee (as defined under section 315(a)(4) of the Federal Election Campaign Act of 1971 (2 U.S.C. 441a(a)(4))) of such federal labor organization as defined under section 7103(4) of this title or a federal employee organization which as of the date of the enactment of the Hatch Act Reform Amendments of 1993 had a multicandidate political committee (as defined under section 315(a)(4) of the Federal Election Campaign Act of 1971 (2 U.S.C. 441a(a)(4))).

\* This list of permitted and prohibited activities does not apply to federal employees in the following agencies, divisions, or positions:

- Election Assistance Commission
- Federal Election Commission
- Office of the Director of National Intelligence
- Central Intelligence Agency
- Defense Intelligence Agency
- National Geospatial Intelligence Agency
- National Security Agency
- National Security Council
- National Security Division (Department of Justice)
- Criminal Division (Department of Justice)
- Federal Bureau of Investigation
- Secret Service
- Office of Criminal Investigation (Internal Revenue Service)
- Office of Investigative Programs (Customs Service)
- Office of Law Enforcement (Bureau of Alcohol, Tobacco and Firearms)
- Merit Systems Protection Board
- U.S. Office of Special Counsel
- Career members of the Senior Executive Service
- Administrative law judges, administrative appeals judges, and contract appeals board members

# CODE OF ETHICS

## For Government Service

- I. Put loyalty to the highest moral principles and to country above loyalty to persons, party, or Government department.
- II. Uphold the Constitution, laws and regulations of the United States and of all governments therein and never be a party to their evasion.
- III. Give a full day's labor for a full day's pay; giving earnest effort and best thought to the performance of duties.
- IV. Seek to find and employ more efficient and economical ways of getting tasks accomplished.
- V. Never discriminate unfairly by the dispensing of special favors or privileges to anyone, whether for remuneration or not; and never accept, for himself or herself or for family members, favors or benefits under circumstances which might be construed by reasonable persons as influencing the performance of governmental duties.
- VI. Make no private promises of any kind binding upon the duties of office, since a Government employee has no private word which can be binding on public duty.
- VII. Engage in no business with the Government, either directly or indirectly, which is inconsistent with the conscientious performance of governmental duties.
- VIII. Never use any information gained confidentially in the performance of governmental duties as a means of making private profit.
- IX. Expose corruption wherever discovered.
- X. Uphold these principles, ever conscious that public office is a public trust.

## ADAPT Program Overview

[310-653-6860](tel:310-653-6860)

3.3.1. The primary objectives of the ADAPT Program are to promote readiness, health, and wellness through the prevention and treatment of substance misuse and abuse, to minimize the negative consequences of substance misuse and abuse to the individual, family, and organization, to provide comprehensive education and treatment to individuals who experience problems attributed to substance misuse or abuse, to restore function and return identified substance abusers to unrestricted duty status or to assist them in their transition to civilian life, as appropriate. (T-1) These objectives are met through four levels of activities:

3.3.1.1. Universal (Primary) Prevention and Education: This includes population-based outreach, education, prevention programs, screening, and consultation. Community-based prevention and education efforts will be delivered by ADAPT staff through coordinated efforts with other community agencies. (T-3) Clinic-based services, screening and consultation will be delivered through the ADAPT Program. (T-2)

3.3.1.2. Selective (Targeted) Prevention: This involves global screenings for alcohol misuse, as well as initiatives to prevent future alcohol misuse, prescription drug misuse, or drug use with individuals who are identified as high risk or are suspected of substance misuse. Selective prevention includes screening, assessment, education, brief preventive counseling, and tailored feedback in specific individuals or groups identified as moderate to high risk.

3.3.1.3. Indicated Prevention: This is indicated for those who are engaging in risky drinking but have not yet developed problems associated with their drinking. Individuals in this group can be identified through screening in primary care or other appropriate setting. The majority of these individuals are best served through motivational interviewing and brief advice. This focuses on those who are already in the early stages of alcohol and substance use.

3.3.1.4. Treatment and Continuing Care (Aftercare): Provide evidence-based substance use disorder treatment for individuals who are abusing or are dependent on alcohol or drugs that follows the clinical practice guidelines. (T-3) The primary aim should be restoring function, improving quality of life, and returning members to productive and unrestricted duty, or to assist them in their transition to civilian life, as appropriate. (T-3) All installations will provide Level 1.0 care, other higher level care can be provided by civilian or military facilities with a referral from the provider. (T-1)

3.3.2. Use of evidence-based services.

3.3.2.1. ADAPT Program will provide evidence-based substance use disorder services that adhere to this instruction, clinical practice guidelines (CPGs), as well as other DoD/Veterans Affairs (VA) sanctioned task force and/or accredited professional organizations specializing in the treatment of substance use disorders. (T-0)

3.3.3. The American Society of Addiction Medicine (ASAM) Patient Placement Criteria (PPC) will be utilized by every installation ADAPT Program to match personnel to the appropriate level of care. (T-1) The ASAM PPC describes treatment on a continuum of five basic levels of care. Every installation will have the following: (T-1)

3.3.3.1. Level 0.5: Alcohol Brief Counseling (ABC, Selective Prevention and Education). (T-1)

3.3.3.2. Level 1.0: Outpatient Services. (T-1)

## **AFI 44-107**

### **1.2. Air Force Policy Regarding Illicit Drug Use by Civilian Personnel.**

1.2.1. The Air Force, as a result of its national defense responsibilities, and the sensitive nature of its work, has a compelling obligation to eliminate illicit drug use from its workplace. Civilian employees of the Air Force must refrain from illicit drug use whether on or off-duty. Performing duties under the influence of illicit drugs adversely affects personal safety, risks damage to government property, significantly impairs day-to-day operations, and exposes sensitive information to potential compromise. Use of illicit drugs is inconsistent with the high standards of performance, discipline, and readiness necessary to accomplish the Air Force mission.

1.2.2. The Air Force is concerned with the well-being of its employees, the successful accomplishment of the mission, and the need to maintain high employee productivity. The intent of the Air Force is to offer assistance to those civilian employees who need it, while sending a clear message that illicit drug use is incompatible with Federal service.

1.2.3. The performance of every Federal civilian employee must, at all times, support the Air Force mission with the highest level of productivity, reliability, and judgment.

1.2.4. Federal employees entrusted with the national defense must be free from the possibility of coercion or influence of criminal elements. This is especially important for those civilian employees who have been entrusted with access to classified information, or who, for instance, are responsible for weapons systems with nuclear or conventional capabilities.

1.2.5. Random drug testing, reasonable suspicion testing, accident or safety mishap testing, voluntary testing, and consent testing as part of or as a follow-up to counseling or drug abuse treatment will be employed to deter Federal civilian employees from the use of illicit drugs and to identify employees for treatment and administrative actions.



## Improving Tomorrow's Air Force With Today's Ideas

### What is the IDEA Program?

**Innovative Development through Employee Awareness.**

The Program encourages creative thinking and ensures all innovative ideas are made available to benefit the Air Force and DoD. Ideas that increase productivity, efficiency and foster continuous process improvement while saving dollars and time.

### Who is Eligible to Submit an Idea?

DoD military and civilian employees

### Is My Idea Eligible to Submit?

**For an idea to be eligible it must:**

- Be the submitter's own thought or a new application of an old principle
- Be submitted with intent to benefit the Air Force
- Must state the current method, procedure, task, directive or policy
- Explain why the current method should be changed or what the problem is
- Provide detailed description or solution on how to implement the idea
- Expected benefits of your idea and why the AF should approve your idea

### Is There An Award?

You will receive either a monetary award between \$0 to \$10,000 or a IDEA Certificate and/or promo item

**SUBMIT YOUR IDEAS AT <https://idps.afpc.randolph.af.mil>**

## SMC COMMANDER'S INTENT

### CIVILITY IN THE SMC WORKPLACE

As your Commander, I am responsible for “establish[ing] and maintain[ing] a healthy command climate which fosters good order and discipline, teamwork, cohesion, and trust. A healthy climate ensures members are treated with dignity, respect, and inclusion, and does not tolerate harassment, assault, or unlawful discrimination of any kind.” AFI 1-2, *Commander's Responsibilities*, 8 May 2014, ¶ 3.2, at p. 3.. During the past year, I have met with a number of SMC personnel, both military members and civilian employees, individually and in groups, to address quality of life issues, promote unit morale, and ensure that all members are treated with dignity and respect. A recurring theme in many of these conversations has been the absence of civility in the workplace in certain organizations. As we enter the new year, I want to underscore my expectations in this regard.

We are all part of a military organization with a proud heritage and an important mission to accomplish. Our ability to accomplish that mission depends on our ability to work together as a team – Team SMC. Some of you pointed toward specific work environments where you perceive that civility has been lacking. In several instances, I have initiated Commander-Directed Investigations (CDIs) which have examined the issue of civility in the workplace. In some cases, these inquiries have substantiated disruptive and confrontational workplace behavior, as well as a reluctance on the part of management to confront dysfunctional behavior. These findings led me to initiate the recently concluded SMC climate assessment survey. As suggested when I out-briefed Team SMC on the survey results, there are several areas that require our continued attention.

All of us have a responsibility to address these issues. Leaders at all echelons, both military and civilian, have a responsibility to engage on quality of life issues and to “cultivate a culture of compliance and accountability while promoting unit and mission pride.” AFI 1-2, ¶¶ 3.2.2 & 3.2.5. Airmen “do not tolerate bullying, hazing, or any instance where an Airman inflicts any form of physical or psychological abuse that degrades, insults, dehumanizes, or injures another Airman. . . . It is the obligation of each Airman in the chain of command to prevent such conduct.” AFI 1-1, *Air Force Standards*, 7 August 2012, as amended 12 November 2014, ¶ 2.2.8, at p. 14. AFI 36-703, *Civilian Conduct and Responsibility*, 18 February 2014, ¶ 5.1, at p. 10 , offers similar guidance which is more focused on such behavior as a potential cause of workplace violence. The

instruction notes that “[t]he Air Force is committed to working with employees to maintain a work environment free from violence, threats of violence, harassment, intimidation, and other disruptive behavior. All employees are responsible for promoting a safe working environment.” Further, AFI 23-2706, *Equal Opportunity Program, Military and Civilian*, 5 Oct 2010, ¶ 1.1, at p. 11 states that the Air Force has a zero tolerance policy for any form of unlawful discrimination or harassment (by members or employees).

My expectation is for all SMC personnel to treat each other with dignity and respect, and for all commanders, supervisors, and management officials to insist on adherence to these standards. SMC is a professional organization where decorum and civility are not only expected but required. Supervisors must address unacceptable behavior, counsel those responsible, and take appropriate disciplinary or corrective action against those few who refuse to treat others with courtesy and respect. I encourage all SMC personnel who are confronted by challenges of this nature to bring their concerns to the attention of the managers or supervisors responsible for the work environment. I urge those in leadership positions to seek advice from functional experts in the personnel, equal opportunity (EO) and legal communities as to how best to address such workplace issues and to ensure senior leadership is aware of potential problems so that they do not spin out of control.

For individuals who find themselves confronting a hostile work environment, our EEO Office is there to help. As explained by the Secretary in her Memorandum to All Airmen, dated 14 May 14, any Airmen (military or civilian) who believe they have been subject to harassment or discrimination should immediately report it to their supervisor or the local EO Office. If you find yourself faced with other forms of inappropriate conduct, you should go to your supervisor, Commander, personnel office and/or the Inspector General. Additionally, if you become overwhelmed by stress, I encourage you to seek assistance from all the helping agencies SMC provides – the Installation Chaplain, USAF Clinic, Employee Assistance Program (for civilian employees), and your Unit Commander, SPO Director, or First Sergeant. If you are a bargaining unit employee, your Union leadership may also be able to render assistance and advocate on your behalf. AFGE Local 2429 represents non-supervisory GS employees at SMC. IBPO Local 548 represents non-supervisory DoD Police Officers assigned to the 61st SFS.

The Air Force General Counsel’s Office (SAF/GC) offers, in conjunction with SMC/EO, an Alternate Dispute Resolution (ADR) program. AFI 51-1201, *Conflict Management and Alternate Dispute Resolution in Workplace Disputes*,

17 March 2014. Most people assume that ADR is only available when someone has filed an EEO complaint or grievance. In reality, SMC/EO can provide a trained mediator without the filing of an EEO complaint or grievance when requested by unit leadership or by an individual, to mediate issues between two individuals who are experiencing conflict in the workplace. I encourage employees to take advantage of the ADR process early on while problems are still small and amenable to a win-win resolution.

SMC members are highly skilled and innovative Air Force professionals and we must act accordingly. Disruptive and confrontational behavior not only creates a strained work environment but it detracts from the mission. It is up to each of us to ensure that we do not allow these types of behaviors to destroy unit cohesion and impede Air Force priorities. We must respect each other and strive to create a congenial work environment that fosters the type of dialogue and creativity necessary to continue to provide a technological edge to our nation's warfighters.

Our primary concerns in resolving such matters are making sound decisions up front and doing the right thing for the right reasons. Our moral, ethical and legal responsibility is to treat all employees fairly, equitably, and in a nondiscriminatory manner. Ensuring civility in the workplace can go a long way toward accomplishing these objectives. To this end, I expect all of us to treat our co-workers with dignity and respect and to hold accountable all those who fail to meet this fundamental expectation. I appreciate your support and efforts in this regard in the coming year. It is the right thing to do!

Dated: 1 January 2016

SAMUEL A. GREAVES  
Lieutenant General, USAF  
Commander  
Space and Missile Systems Center



**DEPARTMENT OF THE AIR FORCE**  
**HEADQUARTERS SPACE AND MISSILE SYSTEMS CENTER (AFSPC)**  
**LOS ANGELES AIR FORCE BASE, CALIFORNIA**

JUN 30 2015

MEMORANDUM FOR ALL SMC PERSONNEL

FROM: SMC/CC

SUBJECT: SMC Policy Guidance – Diversity and Equal Opportunity (EO)

1. SMC relies on its Airmen, civilian and military, to provide unrivaled space and missile systems to safeguard our warriors and protect the security of our nation. To accomplish this important mission, we inclusively attract, develop, and retain individuals of diverse backgrounds, thus opening the door to innovative ideas that offer an unparalleled edge in air and space dominance. It is imperative that we continue to leverage the diversity of our airmen and of our nation to ensure continued excellence in accomplishing the mission of the national security space community.
2. Our commitment to EO demands that all airmen be provided the opportunity to contribute their diverse talents to our mission and to reach their full potential without regard to irrelevant and impermissible considerations such as race, color, national origin, sex, or religion. For civilian members of our team, additional prohibitions apply to protections based on age and disability. As a matter of policy, discrimination based on sexual orientation is another non-merit factor that will not be tolerated.
3. Simply stated, I have zero tolerance for discriminatory behavior or illegal bias in personnel management decisions. I hold each individual personally accountable for adhering to our high standard of conduct and for ensuring equality under federal laws and DoD policy. Leadership at every level is responsible and accountable for setting the proper tone fostering a nondiscriminatory environment, establishing organizational expectations, and consistently enforcing standards in accordance with this policy guidance. I expect commanders, directors, and supervisors to promote equal opportunity, to expeditiously resolve problems, and to be vigilant to safeguard the welfare of our people.
4. My POC is SMC/EO who can be reached at (310) 653-1902.

  
SAMUEL A. GREAVES 6/23/15  
Lieutenant General, USAF  
Commander

**FOR OFFICIAL USE ONLY**



## **Non-Appropriated Fund (NAF) Employee Handbook**

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61 FSS/FSMH  
110 W. 28<sup>th</sup> Street, Bldg 410, Suite 3, San Pedro CA 90731  
Mailing Address: 483 N. Aviation Blvd., El Segundo CA 90245  
Tel: (310) 653-8915

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Designed and Published Dec. 2006, exclusively for Non-appropriated Fund (NAF) Employees employed at Los Angeles Air Force Base (LAFB). This book may be reproduced in whole or in part for the use of FSS Managers and/or NAF employees, by the Human Resources Office.

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## **WELCOME ABOARD!**

Just what is NAF? Well, it stands for Non-Appropriated Funds. We are federal employees – but we are not civil service. Civil Service employees (also known as GS Employees) are Appropriated Fund (APF) employees whose pay is appropriated by Congress from tax money. In NAF, we pay our own way from money that we earn from various businesses (or activities). So, we are called non-appropriated to show that we are not supported by tax dollars.

The purpose of this handbook is to provide you with information, and is intended to serve as a ready reference for you concerning your employment as a NAF civilian employee. It is designed to help you become familiar with your new job. It outlines the general benefits and responsibilities of a civilian employee in the Department of the Air Force. Information contained in this handbook supplements information provided by your immediate supervisor.

If you have questions or need more information not described in this handbook, speak with your immediate supervisor first. He/she will be glad to help you with any problem that may arise. If your supervisor is not able to resolve your problem and you wish to talk about it with the Human Resources Office, please feel free to make an appointment.

Truly effective teamwork can only be built on a solid foundation of mutual understanding, respect, and trust. Efforts applying this combination will make your employment at Los Angeles Air Force Base (LAAFB) a rewarding experience.

## **FSS MISSION**

### **Air Force Services Mission**

Contribute to readiness and improve productivity through programs promoting fitness, esprit de corps and quality of life for Air Force people.

### **Air Force Services Vision**

Provide Combat support to commanders and service to the Air Force Community through Excellence in core competencies, focused innovation, and systematic delivery of products and services to meet their constantly changing needs.

### **61<sup>st</sup> FSS Mission**

To support combat deployment readiness, promote healthy lifestyles, advance personnel with education and training opportunities, and provide for the general welfare of internal and external customers by offering a variety of quality services that improve the productivity of all personnel at Los Angeles Air Force Base and supporting community government members.

### **61<sup>st</sup> FSS Vision**

To expand the level of customer service opportunities by providing exceptional customer driven programs and services that meet the constantly changing needs of the Los Angeles Air Force Base community.

## COMMON AIR FORCE TERMS AND ABBREVIATIONS

New employees find it hard to understand the “Air Force Talk” used by their supervisor and co-workers. Listed below are definitions of frequently used Air Force (AF) acronyms and forms.

AWOL (Absent without leave): Any non-pay, non-disciplinary status used for absences which have not been officially approved

LWOP (Leave without pay): An approved type of temporary leave, placing the employee in a non-pay status.

NAF (Non-Appropriated Fund): Normally refers to employees whose salaries are paid by certain Services activities.

OPF (Official Personnel Folder): Permanent Record of significant personnel documents and actions affecting the employee, maintained by the Human Resources Office.

RIF (Reduction in Force): A personnel action where an employee may be separated due to reorganization, lack of funds, etc.

WGI (Within Grade Increase): A salary increase granted when time in grade and performance requirements are met.

AF Form 971 (Supervisor’s Record of Employee): Document maintained by the first level supervisor and used to record the performance and behavior of the employee.

AF Form 2548 (Request for Personnel Action): Form used by employee or supervisor to request personnel and position action.

AF Form 2545 (Notification of Personnel Action): Employee’s official record of action. Notifies the employee of an official action taken and is the basic source document for rights and benefits under the laws and regulations pertaining to service.

## GENERAL INFORMATION

You are entitled to use the following facilities while employed at Los Angeles Air Force Base:

- Sports and Fitness Center, Building 286, (310) 653-6771.
- Sports and Fitness Center, Fort MacArthur, Building 425, (310) 653-8361
- Child Development Center, Building 281, (310) 653-6800
- Youth Center, Fort MacArthur, Building 425, (310) 653-8383
- Consolidated Club, Building 270, (310) 653-1306
- Outdoor Recreation, Building 229, (310) 653-6852
- Army and Air Force Exchange Services (AAFES) Food Courts

The Base Exchange (BX), Commissary, and Medical Clinic are restricted to military personnel and their dependents.

Supervisors are required to keep employees informed of rules, regulations, and standards of conduct. A supervisor is expected to carefully consider available facts and circumstances before taking disciplinary action.

Base telephone service is furnished from a government owned and operated telephone exchange and is used for official business only.

Employees are required to keep the Human Resources Officer informed of any changes in name as a result of marriage, divorce, or court order, any changes in designation beneficiary for life insurance, retirement, or changes in address/telephone number.

You have the responsibility of appearing at work on time. Failure to appear on time may result in one of several actions being taken. Your supervisor will determine whether you will or will not be excused for the period of tardiness, whether you will be charged annual leave, LWOP, or whether such tardiness will be charged as AWOL.

All NAF employees are given copies of their personnel actions such as pay increases, promotion, appointments, etc. These are very important to keep as they are a record of your employment here at LAAFB. Official personnel records are retired to the Records Center in Valmeyer, IL, 90 days after date of separation.

### **CHAIN OF COMMAND**

If you have a problem, question, or you would like to make a suggestion, see your immediate supervisor first. Chain of command is listed below:

Supervisor  
Activity Manager  
Flight Chief  
FSS Director  
61 ABG/CC

### **THE HUMAN RESOURCES OFFICE**

The Human Resources Office (HRO) is the operation office designated to administer the NAF personnel system. HRO is located in Building 410, Suite 3, Fort McArthur, San Pedro, CA. The official address of the HRO is: 61 FSS/FSMH, 483 N. Aviation Blvd., Los Angeles AFB, El Segundo CA 90245-4659. The hours of operation are from 0700 to 1600, Monday through Friday. The office telephone number is (310) 653-8915. If you have business to conduct, you should get permission from your supervisor before leaving your work area.

### **IDENTIFICATION CARDS**

Upon appointment as a NAF employee of FSS, and the Air Force, you will receive a civilian identification card (CAC) from Customer Service located in building 272, 1<sup>st</sup> floor. This ID is

your proof of employment with the Air Force and recognizes you as a civilian employee. You will be required to present your ID whenever you are asked to do so by a member of the DOD Federal Police. It is your responsibility to have this ID card updated, on or before the date of expiration displayed on your identification card. Let your supervisor know when the expiration date on your CAC card is approaching.

ID cards are the property of the United States Government and must be surrendered to a Federal Police Officer, manager or supervisor upon their request. You must return your ID to your supervisor or to the Human Resources Office when you terminate your employment. Please contact Customer Service at (310) 653-5667 for more information

Protect your ID card. If it is lost or stolen, report it immediately.

### **FOOD HANDLER'S MEDICAL AND TRAINING CERTIFICATE**

All FSS employees who serve food and beverages must obtain a Food Handler's Medical Certification and Food Handler's Training Certificate.

Food Handler's Medical Certificates are issued upon completion of an Intermediate Purification Protein Derivative (IPPD) test and in some cases, a typhoid vaccination. Your Supervisor may make an appointment at the Los Angeles AFB Medical Clinic. Remember to take your current immunization records.

Food Handler's Training Certificates are obtained by completing a mini course conducted by Military Public Health at the Los Angeles AFB Medical Clinic.

These documents will be entered in your Supervisor's Record of Employee and must be signed by you.

Activity managers are responsible for getting their employees a food handler's certificate, if required.

### **SMOKING AND THE USE OF TOBACCO PRODUCTS**

As a FSS employee, you must comply with the Air Force smoking rules. Tobacco products are only allowed in designated areas. Designated smoking areas are clearly identified by a blue sign and an ash tray.

### **POSITION CLASSIFICATION**

#### **Position Guides/Position Descriptions**

A position guide, AF 1702, and/or position description (PD), AF Form 1065, are a record of regular and recurring duties to be performed in a position. It is not intended to cover every minor duty assignment, from time to time you may be asked to perform related duties outside your PD.

Flexibility is the key to a successful operation. Incidental tasks or duties may be required of an employee in order to successfully run your activity.

The supervisor is responsible for determining what duties and responsibilities will be assigned to a position. The supervisor prepares the position description and forwards it to the Human Resources Office for classification. When you were hired, you were given a copy of your position description. If you do not have a copy of your position description, or do not understand it PLEASE advise your immediate supervisor.

### **Exempt Employees**

An employee is exempt from the overtime requirements or minimum wage provisions of the Fair Labor Standard Act (FLSA) if he or she is in an "executive", "administrative", or "professional" position.

### **Pay Setting Systems**

NAF positions are classified into one of three major pay setting systems. These are:

- Crafts and Trades (CT) Federal Wage System (NA, NL, and NS).
- Payband Classification and Pay System for White-Collar (Non-Crafts and Trades) NAF Employees
- Child Care Payband System (CY-01 through CY-05).

## **EMPLOYMENT CATEGORIES**

Flexible employees have work schedules based on the needs of the activity. They may be scheduled to work a minimum of zero hours to a maximum of 40 hours per week, and are entitled to awards, overtime, shift differential, workers' and unemployment compensation pay.

Regular employees are guaranteed a minimum of 20 hours to a maximum of 40 hours per workweek. Benefits include health and life insurance, 401(k) savings plan, retirement plan, holiday pay, Sunday premium pay, annual leave accrual, sick leave accrual, and are also entitled to awards, overtime, shift differential, workers' and unemployment compensation pay.

Not-to Exceed Appointments are positions not expected to last indefinitely. These positions are seasonal, non-recurring one-time requirement, summer employment, to fill in for an employee who is on extended leave, on temporary duty, temporary promotion, etc... Limited Term can be either, Flexible or Regular category and carry the same benefits as the permanent Flexible and Regular category appointments. Limited Term appointments have not-to-exceed dates established and termination is automatic when that date is met.

## **PROBATIONARY PERIOD**

A probationary period is required for a person hired in a regular or flex position. The probationary period for executive, professional, leaders, assistants, management levels and child

development positions is 12 months. The probationary period for all other positions is 6 months. This period is designed to test your ability and fitness for the position through actual demonstration of job performance. Your conduct and performance are observed and you may be separated from job employment if you fail to measure up to the standards required.

## CONDUCT

Air Force Regulations (AFR) 30-30, Standards of Conduct, is the Air Force policy on official standards of conduct. You are expected to maintain high standards of honesty and integrity.

As a FSS employee, you are required to review and become familiar with the standards of conduct in AFR 30-30. This Instruction relates to the possible conflict between private interests and official duties. Full disclosure and openness is important.

Listed below are some of the things AFR 30-30 prohibits:

- Personal commercial solicitation and sales to a subordinate at any time, on or off duty, in or out of uniform.
- The use of government facilities, manpower, or property, for use other than official purposes. Especially sensitive, is the misuse of government vehicles.
- The use of Civilian or Military title, either in connection with commercial enterprises or in endorsing commercial products.
- Outside employment or activities with or without compensation, which interfere with government duties, may discredit the Department of Defense or amount to a conflict of interest.
- Accepting gratuities.
- Using inside information.
- Contributions or gifts to Superiors.
- Gambling, betting, or lotteries.
- Be present for duty unless authorized to be absent.
- Be honest, reliable, trustworthy, and of good character and reputation, and loyal to the Air Force

All Flight Chiefs and section managers are required to keep employees informed of rules, regulations, and Standards of Conduct.

## DISCIPLINARY ACTIONS

A disciplinary action is an action taken by management to correct an employee's delinquency or misconduct. Disciplinary actions include:

- Oral Admonishment-An oral admonishment is a discussion between a supervisor and an employee during which the supervisor informs the employee that he or she is being disciplined by an oral admonishment. On the date of the admonishment, the supervisor

makes a notation, in pencil, on the AF Form 971. If there are no further incidents, this notation is deleted 2 years after the date of the admonishment

- Memorandum of Reprimand-A Memorandum of Reprimand is a formal disciplinary memorandum issued by a supervisor to an employee. The supervisor makes a note of the Memorandum of Reprimand, in pencil, on the employee's AF Form 971, files a copy with the employee's AF Form 971, and gives a copy to the HRO for filing in the employee's OPF. If there are no further incidents, this note is deleted and the copies removed and destroyed 2 years after the date of the memorandum.
- Suspension (Regular employees only). A suspension is an action that involuntarily places a regular employee in a non pay, non duty status. It is a significant disciplinary action that is ordinarily the final step in the disciplinary process before removal action is taken, and is accompanied by a warning to the employee that further misconduct could result in removal.
- Removal (Regular employees only). A removal is an involuntary separation of a regular employee from AF NAF employment. It is the most severe form of disciplinary action.
- Termination (Flexible employees only). Management initiates involuntary termination to separate a flexible employee from AF NAF employment.

Be advised, that it is not necessary for supervisors to follow these steps if an employee is in their probationary period. If so, a supervisor can skip directly to the final step.

## POSITION CHANGES AND SEPARATIONS

### Employment Opportunities

Current NAF employees may apply for other or additional positions within NAF by completing and submitting an AF 2550, NAF Application for Promotion or Other Position Change. This form will be held on file until you are selected and accept the position applied for, or are separated from employment. Employees may request applications be taken out of the file at any time.

### Reassignments

Managers may reassign crafts and trade employees to other positions within the organization without changes in employment category, pay plan, guaranteed hours, and scheduled rate of pay to promote the efficiency of the organization. Pay band employees may be reassigned in the same manner except that pay may be increased for added responsibilities. Employee may request a reassignment to other positions by completing an AF Form 2550. Temporary reassignments may be made, not to exceed 6 months, and at the end of the temporary reassignment the employee returns to their original position, grade and rate of pay.

### Promotions

Promotions are the change of an employee from one grade or pay band to a higher grade or pay band within the same pay schedule. All permanent promotions are competitive unless promotion

is a result of job growth, reclassification, or if you are assigned to a developmental position. A promotion may also result when changing from one pay schedule to another pay schedule. Temporary Promotions may be filled non-competitively when an employee is qualified and will not exceed 6 months. At the end of the temporary promotion, the employee returns to their original position, grade, and rate of pay.

### **Details**

A detail is a temporary assignment, by management, of an employee to a different position without a change in pay or category for a period not to exceed 60 days. The employee returns to their original position at the end of the detail. Failure or refusal to comply with a detail could result in disciplinary action.

### **Separations**

Types of Separations:

- Retirement. In accordance with the Air Force Instruction 34-302, Non-appropriated Fund Employee Retirement Plan, retirement is affected voluntarily.
- Resignation. Resignations are voluntary, initiated by the employee on an AF Form 2548, NAFI Request for Personnel Action. It is requested that sufficient notice, at least two weeks, be given to the supervisor. A forwarding address is required with all resignations. The effective date of the action must be the last day the employee expects to work. In the event of an oral resignation, the supervisor completes the applicable portion of the AF Form 2548 to show the date of the oral notice and the effective date. A resignation may not be withdrawn without prior approval of the supervisor and the Human Resources Office.
- Termination. A flexible employee may be terminated for any valid reason with a minimum of 24 hours notice. Involuntary terminations are made without regard to race, color, sex, religion, age, national origin, or handicap.
- Separation. Separation actions for regular/flexible employees are processed as a business based action according to established Air Force guidelines.
- Removal. This is an action taken by management to separate a regular employee for cause, which may be used in cases of performance, misconduct, or serious delinquency.
- Resignation-Abandonment. A regular employee who fails to report for work or notify management for three (3) consecutive workdays, without a reasonable explanation, is considered to have resigned.
- Other.
  - Separations because of death
  - Separation for loyalty or security reasons
  - Separation for other valid reasons, such as conflict of interest, which cannot be resolved except by termination without prejudice

### **Business-Based Actions**

Management uses business-based actions to adjust resources, realign workload, or eliminate duties/responsibilities to reduce personnel costs. This type of action is not used for performance or conduct deficiencies. You would be affected if identified after fair and equitable ranking against other employees of the same category, series, grade pay band, and in the same NAF activity.

### **Grievances and Appeals**

If you are dissatisfied with matters that are related to your employment, you are entitled to express your dissatisfaction by filing a grievance. Filing an appeal or grievance does not reflect unfavorably upon your standing in the organization or your loyalty to the organization. Appeals are written requests to contest a removal for cause, demotion for cause, business-based action, or demotion based on position classification. Appeals are filed in accordance with guidelines in AF-MAN 34-310. An appeal must be filed not later than 7 days after the effective date of the action that gives rise to the appeal. For specific guidance, please contact the HRO.

## **PAY AND ALLOWANCES**

### **Pay**

Payday is bi-weekly, or every other Friday, and is deposited into your account via Electronic Fund Transfer (EFT). Your Leave and Earnings Statement (LES) provides you with a permanent record of your earnings and deductions. Report any discrepancy on your LES to the Human Resources Office immediately. At the end of the year, you will receive a withholding statement (W-2) showing your total deductions for income tax purposes. Failure to notify the HRO of any changes of address or number of exemptions you claim may delay your ability to file your taxes.

### **Pay Adjustments**

**PAY BAND (NF) and CHILD CARE (CY) Employees:**

Pay adjustments for NF and CY Employees may be granted at any time as deemed appropriate by management.

**CRAFTS AND TRADES EMPLOYEES (NA, NL and NS):**

An employee whose performance is satisfactory is advanced to the next higher step (a higher rate of pay) of their grade following completion of the waiting period required.

**Within Grade Increases (WGI):**

Duration of Waiting Period:

Regular category employees advance to:

- Step 2 after a minimum of 26 calendar weeks of service
- Step 3 after a minimum of 78 calendar weeks of service
- Step 4 after a minimum of 104 calendar weeks of service
- Step 5 after a minimum of 104 calendar weeks of service

Flexible category employees advance to:

- Step 2 after 130 work days, and a minimum of 26 calendar weeks of service
- Step 3 after 390 work days, and a minimum of 78 calendar weeks of service
- Step 4 after 520 work days, and a minimum of 104 calendar weeks of service
- Step 5 after 520 work days, and a minimum of 104 calendar weeks of service

### **Cost of Living Adjustments (COLA)**

The DoD Civilian Personnel Management Service, Wage Setting Division, is the pay fixing authority for NAF employees within the DoD. Each year a locality wage survey or update

survey is conducted. These surveys and General Schedule (GS) changes set the wage rate schedules and NAF pay range schedules. The objective of the wage survey is to ensure equal pay for equivalent work in the local area. Our local area is Los Angeles, CA. When the pay rates change, employees will receive a personnel action stating the change.

Crafts and Trades and Pay Bands I and II: Pay adjustments are effective in November.  
Pay Bands III and above: The minimum of Pay Band III is adjusted in January. The maximum of Pay Band III and minimum and maximum of Pay Band IV are adjusted in January with the change in the GS pay schedule. COLA for NF-III and above are equal to the Legislative adjustment without locality pay.

Child Care (CY): IAW Local Pay Policy; Child Care (CY) employees have two pay bands that are adjusted by legislative changes to the GS locality schedules and applied to the minimum and maximum rates of each. CY employees whose rate of pay is below the minimum of the adjusted pay band have their pay adjusted by the HRO and are effective on or after 1 January or the date specified. This increase generally applies to CY-01 and CY-03 employees. CY-02 and CY-04 have their rate of pay increased by the same percentage applied to the CY-01 and CY-03 employees.

### **Overtime**

We know that your time off is important, so FSS requires you to work overtime only when it is absolutely necessary. When you are required to work overtime, we try to schedule it with as much advance notice as possible. However, ALL OVERTIME MUST BE AUTHORIZED IN ADVANCE BY THE FSS DIRECTOR.

Employees in non-exempt classifications will receive overtime pay for:

Work over 40 hours per week or 8 hours per day, at the rate of one and one half times your regular rate.

Work over 12 hours per day or over 8 hours on the seventh day of the workweek, at the rate two (2) times your regular pay.

### **Compensatory Time**

Compensatory time off in place of overtime pay for non-exempt employees is not authorized except for Religious Observance as provided below:

An employee may request to work compensatory overtime, so that time off be taken without charge to leave, when personal religious belief requires that the employee abstain from working during certain periods of the workday or workweek.

An employee who elects to work compensatory overtime or to take compensatory time off to meet His/Her religious obligations may be disapproved by management, if such modification in work schedules interfere with the efficient accomplishment of the assigned mission.

### **Sunday Premium Pay**

Regular and flexible employees who perform work during a regularly scheduled tour of duty within a basic workweek when any part of that work is performed on Sunday, which is not overtime work, is

entitled to Sunday premium pay, which is paid at an additional 25% of an employee's rate of basic pay.

**Night Shift Differential**

Regular and Flexible positions, which have been identified to work during the night, will be eligible for night differential. However, the majority of the hours must be worked after 1500.

**EXAMPLE:**

Majority of Whole Hours	Rate
1500-0000	7 ½ % of basic rate
2300-0800	10% of basic rate

TOUR SPLIT SHIFT	ENTITLEMENT
1000-1200	1 <sup>ST</sup> Shift 1000-1200
1600-2000	2 <sup>nd</sup> Shift 1600-2000

Employees are entitled to the 7 1/2 percentage differential for all hours of work performed (6 hours), since the majority of hours worked occurred during a period when a night shift differential is payable.

**Dual Employment/Dual Pay**

The intent of this law is to prohibit an individual from holding more than one full-time government position. Employees may hold more than one government position as long as the total hours of work do not exceed 40 hours per week. Government employees **may not** hold more than one regular category position. These restrictions apply to all positions within the US Government including civil service, AAFES, Bureau of Land Management, Contractors and Veterans Administration.

**HOLIDAYS**

Federal employees observe legal holidays as established by federal statutes. Listed below are observed holidays:

New Year's Day	1 January
Martin Luther King's Day	3 <sup>rd</sup> Monday of January
President's Day	3 <sup>rd</sup> Monday of February
Memorial Day	Last Monday of May
Independence Day	4 July
Labor Day	1 <sup>st</sup> Monday of September

Columbus Day	2 <sup>nd</sup> Monday of October
Veteran's Day	11 November
Thanksgiving Day	4 <sup>th</sup> Thursday of November
Christmas Day	25 December

Flex employees who work on holidays are not entitled to holiday pay or holiday premium pay.

## **SCHEDULES AND BREAKS**

### **Schedules**

FSS provides the Air Force community a wide variety of activities and programs. Because we are such a diverse organization, some employees have different schedules than others. Our employees are scheduled to work hours that meet the needs of our patrons. This section outlines important policies you need to know working here.

The administrative workweek consists of seven consecutive days. It does not have to coincide with the calendar week, and may begin on any day and at any hour. All employees have access to a posted schedule. Flexible employees may be subject to "on-call" work in addition to hours posted on the schedule. Work schedules may be changed by supervisors/managers. Work schedules will specify the authorized beginning and ending times of daily duties within the administrative workweek. Changes to the work schedules will be publicized no later than one (1) week prior to the effective date of the change. Your supervisor will determine your hours of work, including make ready and clean up time, and post a schedule at least a week in advance. It is your responsibility to know when you are scheduled to work.

Alternative work schedules may be granted by written request to your supervisor for approval.

- Compressed Work Schedule = Eight 9-hour days and one 8-hour day within a pay period.  
Monday or Friday as day off.

### **Call-Back/Call-In Duty Time**

Call-back duty time is when any employee is required to work on a day when work was not scheduled or required to return to work after shift has ended.

Call-in duty is work performed by an unscheduled flexible employee, who is officially required to report for work.

Compensation for call-back/call-in duty time is at least 2 hours and is computed at basic pay, unless the number of hours entitles the employee to overtime.

### **Time Cards**

Some facilities within FSS use the TMX time card system to accurately record employees' work hours. If you are required to use this system, work hours will be recorded and sent to the Resource Management Office for processing. Your supervisor will advise you if you are required

to punch in on the time clock. If you have a discrepancy in hours recorded, please contact your supervisor.

### **Meal Periods**

Meal periods must not be less than thirty (30) minutes or more than one (1) hour. During those meal periods, the employee is entirely free of duties of his/her position.

If more than one shift is in operation, the supervisor generally schedules time for meals and hours of duty separately. However, if time off for meals is not feasible, an on the job period of 20 minutes or less may be authorized and included in the employee's regularly scheduled tour of duty. Under these terms, the time covered in the 20-minute on-the-job meal period is compensable and the employee must spend this time at, or near, the workstation. No employee will be required to work more than six (6) consecutive hours without a meal period, paid or unpaid. Duty free meal periods during overtime work are not compensable time.

### **Rest Periods**

Short compensable rest periods, for not more than 15 minutes during each 4 hours of continuous work, may be granted if the manager believes such rest periods are necessary. Rest periods are not authorized in connection with meal periods.

### **Off-Duty Military Personnel**

If you are active duty military working as a NAF employee during your non-duty hours, you may not work more than 34 hours per week, unless you are on terminal leave. You are not eligible for group health insurance, workers' compensation, or retirement benefits.

## **BENEFITS PROGRAMS**

### **Group Life Insurance, Accidental Death and Dismemberment Insurance Plan (AD&D)**

Regular category employees are eligible to enroll or waive participation in the AFNAF Life and AD&D Plan within 30 days of eligibility. The effective date of coverage is the 31<sup>st</sup> day after becoming eligible and contributions will be deducted from your pay at the beginning of the pay period in which the insurance becomes effective. The contribution rate for employee only coverage is 19 cents per thousand dollars of coverage. Dependents may be covered for Life Insurance only for an additional fee. Proof of good health may be required for enrollment in the plan after the 30-day waiting period has expired. AD&D (Accidental Death and Dismemberment) benefits are paid for loss of life, limb or sight due to an accident.

### **DoD Health Insurance**

Regular category employees are eligible to enroll or waive participation in the DoD Nonappropriated Fund Group Health Insurance. The plan covers hospitalization, doctor, eye care, prescriptions and dental care may be elected. The cost of the insurance varies depending on the coverage selected. The effective date of coverage is the day you enroll in the plan with contributions being deducted at the beginning of the pay period in which coverage becomes effective. Eligible dependents may be covered under the plan. If coverage is not elected within the first 31 days of eligibility, you will be required to wait for an open enrollment season.

**Late Enrollees:** If the employee or dependent(s) did not elect coverage because they were already covered under another group plan and later loses coverage due to one of the “Qualifying Events” listed below, the employee and/or dependent(s) will generally be allowed to enroll in your group plan without delay provided they elect coverage within 31 days of the date they lose coverage. Other limitations and exceptions to your plan’s late enrollee rules are discussed in your plan documents.

**Health Insurance Portability and Accountability Act (HIPAA) Qualifying Events:** company goes out of business, birth, death, divorce or separation, employer termination of employee and/or dependents’ combined medical and dental coverage, layoff, retirement, termination of employment (voluntary or involuntary), involuntary loss of Medicaid, other result of loss of eligibility for the coverage.

### **Flexible Benefits Plan (FBP)**

If enrolled in DoD Nonappropriated Fund Group Health Insurance, the Flexible Benefits Plan is an option that allows you to pay health plan contributions with pre-tax earnings. After initial eligibility period termination/enrollment can only be processed during the annual “Open Season” period.

### **401(k) Savings Plan**

Regular category employees are eligible to enroll in 401(k) Savings Plan after 30 days of employment. Your employer will make matching contributions to your Plan account up to 3%. You may contribute up to 90% of your earnings into several investment choices. This plan is designed to make saving and investing as easy as possible.

### **Retirement**

Regular category employees are eligible to enroll in the retirement plan after one year of regular service. This program is a social security offset program. This means your benefits combined with social security provide a measure of financial security upon retirement, disability, or for your survivor. You may not dis-enroll from the retirement program until separation.

### **Worker’s Compensation**

All NAF employees are entitled to Worker’s Compensation benefits. If you are injured or become ill because of working conditions, it is important that you notify your supervisor immediately. You may go to a doctor of your choice for immediate treatment. In emergencies you will be taken to a local hospital. You will be compensated at a rate of 66.6% of your average weekly wage after three days of temporary total disability. If you are a Regular category employee, you may supplement your compensation with sick leave, not to exceed 100% of your normal earnings. Worker’s Compensation forms can be downloaded from the Services website at <https://www.usafservices.com/Home/tabid/36/Default.aspx>.

If you have any questions or for more information on NAF Benefits, please contact your Human Resources Office.

## LEAVE AND OTHER ABSENCES

### Leave Programs

Leave is an employee's benefit that contributes to the overall efficiency, maximum productivity, and high morale of the employee. All regular employees accrue annual and sick leave.

Employees are encouraged to use this leave for intended purposes. The leave year begins with the first complete pay period in a calendar year. An employee on leave without pay (LWOP) status while receiving Worker's Compensation Benefits does not accrue annual leave or sick leave, but the period of time spent in this status is creditable service.

### Annual Leave

Annual leave is paid time off from work for vacation or to transact personal business, which cannot be taken care of during off-duty hours.

Annual leave is earned based on the number of hours in a pay status during the pay period:

0-3 years of service	5 % of hours in pay status
3-15 years of service	7 ½ % of hours in pay status
15+ years of service	10 % of hours in pay status

Between 3-15 years of service, annual leave earned during the last pay period of the year is earned at the rate of 12 ½%.

Normally, the maximum amount of accumulated annual leave that may be carried forward from one leave year to the next is 240 hours. Employees recruited from the CONUS for employment overseas, with return transportation entitlement, may carry forward 360 hours.

On a case-by-case basis and the approval of the FSS Director, employees may carry leave in excess of 240 hours or 360 hours as appropriate, into the next leave year. To do this, the employee must have requested annual leave early in the leave year and circumstances beyond the control of the employee precluded its use before the end of the leave year. Any amount of excess leave carried into the next year must be used within the first 19 pay periods of the leave year or it is forfeited.

An employee must serve in a regular appointment for a continuous period of 90 days before the annual leave he/she earns is available for use. If an employee separates before completing 90 days, no leave credit for this period is granted or paid.

An employee who has 90 or more days of continuous regular employment is paid for all accrued and accumulated annual leave when separating from NAF employment. This lump sum payment will normally be included in the employee's final paycheck.

Activity managers will establish a tentative annual leave plan in January of each year. If possible, employees are allowed to use annual leave according to personal desires. First-level

supervisors plan for scheduled and approved or disapproved annual leave, subject to coordination with the activity manager.

Employees should submit request for annual leave on OPM Form 71, Request for Leave or Approved Absence.

Annual leave must be taken in increments of 15 minutes, up to eight hours per day, and 40 hours per week.

### **Sick Leave**

If you become ill and are unable to come to work, please notify your supervisor by telephone, as soon as possible.

Sick leave is intended solely for absences due to illness, injury, examinations, and treatment, by your physician, exposure to a contagious disease, or illness of a family member with a contagious disease.

Sick leave for examinations and treatment by a physician that can be prearranged must be requested in advance. Sick leave for other absences, which are not known in advance, should be requested within two hours after an employees shift begins. Supervisory verbal approval must be granted before it is taken. Simply leaving a message on your supervisor's voicemail is not sufficient.

A medical certificate should support sick leave of more than three consecutive workdays. If a physician did not attend the employee, the employee's certificate showing a satisfactory evidence of incapacitation for duty may be accepted. In cases of extended illness, medical certificates may be required not more frequently than every two weeks. Where evidence does not justify the approval of sick leave, the absences may be charged to annual leave, LWOP with the employee's consent, or absent without leave (AWOL).

If there is reason to believe that the employee is abusing sick leave, the supervisor will advise the employee that he/she has a questionable sick leave record and why the employee is suspected of abuse. The employee will be advised that if the record does not improve, a medical certificate may be required for each future absence on sick leave. If this does not bring out an improvement in the record, the employee will be notified in writing that a medical certificate must support all future requests for sick leave. A written notice of abuse of sick leave cannot be issued when the absences claimed on sick leave have been documented with medical certificates showing incapacity to perform duties of the position.

If illness occurs during a period of annual leave, approved sick leave may be substituted.

### **Leave Without Pay (LWOP)**

LWOP may be granted to employees upon requests, for reasons acceptable to the supervisors, when the employee is expected to return to their current employment after LWOP period expires. There is no requirement to grant LWOP if it will disrupt operations in any way. LWOP may be granted to a regular employee in lieu of annual leave or to a flexible employee who cannot work

a schedule shift for reasons acceptable to the supervisor. LWOP is charged in 15-minute increments. Activity managers may approve LWOP up to 30 days. The FSS Director approves LWOP over 30 days.

### **Advance Leave**

Annual Leave: Under usual conditions, advancement of leave is not granted. However, regular employees may be granted advance annual leave equal to all annual leave to be accumulated in the current leave year, provided there is assurance that the employee will be in duty status long enough to earn leave.

Sick Leave: Advance sick leave is not granted except in cases of serious illness or disability. When warranted, however, regular employees maybe advanced up to 30 days sick leave. Assurance that employees will be in a duty status must be provided.

### **Parental Leave**

Regular female employees may request sick leave, annual leave and LWOP for incapacitation due to pregnancy, as supported by a medical certificate. Regular male employees may request annual leave or LWOP while caring for minor children or the mother of the newborn child if the mother was incapacitated for maternity reasons, as supported by a medical certificate. Leave for adoption is annual leave or LWOP. Because prospective adoptive parents commonly must make a commitment that one parent remain at home for several months in order to qualify for adoption, special consideration is given to requests for leave for this purpose.

### **Military Leave (Reservist)**

Regular civilian employees, who are members of reserve components, are entitled to leave of absence of 15 calendar days in a fiscal year, without loss of pay, time, or performance rating when called to active duty or for active duty training. Any part of this excused absence used in any given fiscal year accumulates for use in succeeding fiscal years, not to exceed 15-calendar day maximum carry-over.

### **Court Leave**

Regular employees will be authorized absence from work for jury duty or for attending court in any unofficial capacity as a witness on behalf of the U.S Government upon advance submission of a court order, subpoena, summons, or other judicial notification. Such employees will receive their regular pay for such time off, or will retain the court fees received from the court, whichever is the greater amount. If the court fees are the lesser amount, such fees, exclusive of transportation costs, will be turned over to the employing NAFI.

## **PORTABILITY**

### **DOD Employee Benefit Portability Program**

This program applies to employees who move between NAF and APF employment systems, without a break in service of more than three calendar days. The program applies regardless of whether the move is involuntary or voluntary. Provisions are applied differently depending on which type of move occurs. Pay setting and pay provisions are applied from the program for all

involuntary moves. Annual/Sick leave transfers with the employee. Retirement may be retained in current plan, or election can be made to enter retirement coverage of gaining employment system. Insurance does not transfer with the employee.

### **DOD/OPM Interchange Agreement/Portability Agreement**

The interchange agreement allows NAFI employees to apply for and be considered for appointments to competitive APF positions. You can self-nominate for the advertised appropriated position on the Civilian Employment Web Site: <http://usajobs.gov>. To be eligible you must be in a continuous NAF position for one year or have been involuntarily separated from such appointment without personal cause within the preceding year and must meet qualification standards for the appropriated position. If selected, the provision of the Portability Act will apply.

## **CUSTOMER SERVICE**

### **Primary Goal**

Our primary goal in FSS is to attract guests to our facilities and programs by demonstrating to each and every guest that we want their business. We can do this in numerous ways.

The way we treat each patron begins with your appearance and is carried out by your actions and attitude towards our patrons. Through them, you produce the friendly, courteous, wholesome atmosphere for both guests and other FSS employees. Remember that no matter how briefly your encounter with a customer is, it is your responsibility to apply the following with EACH customer you meet.

### **Smile**

Meet each customer with a SMILE. It is the same in any language, and it tells the patron that you care and are eager to help.

### **Eye Contact**

Each time you contact patrons, look them in the eyes. Good eye contact sets the stage for your friendliness and sincerity.

### **Greet the Patron**

Welcome patrons to your facility or area. Try to personalize each greeting to each customer or family group. Here are some examples:

“How are you today?”

“Are you enjoying our program?”

### **Use Correct Voice Levels**

Verbal communication is not only what we say, but also how we say it. The correct choice of words and your delivery of them are a skill that must be developed.

**Tone**

Your tone is a way of expressing your attitude. Use your tone of voice to show guests you are sincere, interested and want to help.

**Volume**

Adjust the volume of your voice to suite the environment, and never yell at a patron.

**Polite Phrases and Addresses**

Use the appropriate phrases to complement your conversation.

- “Please”
- “Sir”
- “Have a nice day”
- “Ma’am”
- “Thank You”

**Voice Quality**

Speak clearly and concisely. Patrons should be able to understand each word you speak.

**Maintain Correct Posture**

Your posture gestures and facial expressions combine to convey a non-verbal message to our customers. Make sure you are “saying” the right message with your body language.

**Provide a Positive Departing Comment**

A warm departing comment makes customers feel welcome and more willing to return. At the end of each customer interaction, thank the patron by saying:

- “Thank you”
- “Have a nice day”

**Show Sincerity**

Sincerity is an honest concern for the people around you. By following the tips below, you will make each customer interaction a sincere one:

- Personalize your comments to each customer or group.
- Listen to customer concerns and wishes and try to accommodate them.
- Resolve each situation, if possible.
- Be patient.

**Maintain Courtesy**

Courtesy is one of the real keys to FSS success. It can be displayed both verbally and non-verbally. Show courtesy by:

- Using appropriate words, phrases, or gestures.
- Politely listening to customer’s requests and responding appropriately.
- Assisting customers whenever possible.

### **Customer Service Complaints**

As in every business, you cannot always please everyone. If you receive a complaint from a patron and you feel sure that you can solve it successfully, then do so immediately. However, employees are not expected to take any form of physical or verbal abuse from a customer. If you feel that you cannot solve the problem, or are being mistreated, report the situation to your supervisor. Always try to display a positive and professional attitude. Assume the customer is always right. If he/she is wrong, it is up to management to inform him/her of the matter. Don't act for management.

### **Grooming Standards**

Your overall appearances combine your dress with your personal appearances and grooming. In some cases, personnel will be issued uniforms. We expect these uniforms are clean when you come to work. These uniforms are considered to be FSS property and must be returned to your supervisor upon termination of employment.

## **AWARDS AND SUGGESTION PROGRAM**

### **Awards**

NAF employees play an important part in the efficiency and economical operations of the activity, and should be recognized for exceptional and noteworthy performance. All NAF employees may be considered for cash awards. Supervisors should use a systematic procedure to acknowledge better than expected performance. Providing quick and appropriate recognition for good effort enhances morale and contributes to productivity of the work force.

The FSS Director, Flight Chiefs, Activity Managers, and your Supervisor must determine how they will budget for awards.

### **Types of Awards**

Performance Awards: Performance awards are given to employees for outstanding performance of a continuing nature. These performance awards are usually given during the annual performance evaluation cycle of each year. The supervisor, on AF Form 1001, initiates the award. Award recommendations are forwarded through the branch Manager to the FSS Director for approval.

Special Act or Services Awards: A special act or service awards may be given to an employee for a specific event that results in a unique contribution to the organization above and beyond the scope of assigned duties.

On-the-Spot-Cash Awards: On-the-Spot cash awards immediately reward employees for exceptional customer service. The amount of the award will not exceed \$250. It is intended that this award be issued on a broad basis and be relatively simple to process. There is no limit to the number of such awards that may be granted to an employee.

Length of Service Awards: Recognition for length of service awards will be established in accordance with the FSS HRO Recognition Operation Instruction.

### **Processing of Awards**

All incentive awards are processed through the Human Resources Office. Completed and approved forms are forwarded to HRO for processing through the NAF payroll system.

### **Suggestions**

If at any time you have a suggestion, please feel free to discuss it with your supervisor. We encourage you to ask questions and contribute your ideas. Submit your ideas on AF Form 1000, Suggestion Form, and you may earn cash payment reward.

## **EQUAL EMPLOYMENT OPPORTUNITY**

The 61<sup>st</sup> FSS wholeheartedly supports the Air Force Equal Opportunity Program. In effect, this means we do not discriminate against any employee because of race, color, religion, sex, or national origin, age, handicap, marital status or political affiliation. Personnel actions are based on principles of merit. We strive to eliminate areas and situations where discrimination may exist. If you know of such a situation, you are encouraged to let management know. If you feel that there was discrimination without fear or reprisal, EEO counselors are available to assist employees.

## **LABOR UNION ORGANIZATION**

Federal employees are permitted to join and be active members in a labor organization. This means an employee may volunteer to become an active dues paying member of any labor organization that is accorded recognition at LAAFB. There is no requirement for an employee to join a labor organization.

## **SEXUAL HARASSMENT IN THE WORKPLACE**

What is sexual harassment? It's any unwelcomed words or actions of sexual nature. Sexual harassment is a form of employee misconduct, which undermines the integrity of the employment relationship.

Why learn about sexual harassment? Because it's unprofessional and illegal!

All of us have a responsibility under the Federal Code of conduct and ethics for maintaining high standards of honesty, integrity, and conduct.

Help prevent sexual harassment...Be professional at all times.

Sexual harassment causes stress and inefficiency, and it interferes with work productivity.

Prevention is the best tool for elimination of sexual harassment.

Sexual harassment has no place in the workforce; it is unacceptable conduct and will not be condoned or tolerated.

Know the Air Force policy on sexual harassment. How would you feel if you, or a coworker, were harassed? What would you do?

Avoid making assumptions that “practical jokes”, “friendly gestures”, etc., are harmless or non-offensive. Quite often they’re not viewed that way.

Think before making personal comments or asking personal questions. Could they make the other person feel uncomfortable?

Set a positive example by treating everyone with respect. Let others know you expect the same from them.

Talk with co-workers about sexual harassment. For example, discuss the differences between friendly conversation and unwelcome sexual attention.

Don’t go along with the crowd or accept behavior that may be offensive.

Be supportive of people who are being sexually harassed. Remind them that sexual harassment is never the victim’s fault. Encourage them to take action. Offer to be a witness.

## **DRINKING AND SUBSTANCE ABUSE**

The Union and the Employer jointly recognize alcoholism as a chronic disease and drug abuse as a health problem, both of which are treatable. It is also recognized that it is in the best interest of the employee, the Union, and the Employer that they be treated and controlled. Alcoholism and drug abuses are problems that negatively affect the welfare of both the Air Force and its employees. The objective of both the Union and the Employer is to return all identified drug and alcohol abusers to full and effective duty and status. Therefore, every drug and alcohol abuser, regardless of how identified, will be offered the opportunity for rehabilitation. The Air Force provides a program of referral and rehabilitation for civilian employees. This service is available at no cost. If you want to learn about this program, contact a Drug and Alcohol Abuse Counselor in the Social Actions office. You are not permitted to consume intoxicating beverages or illegal drugs while on duty.

## **EMERGENCY PROCEDURES AND SAFETY**

### **Reporting an Emergency**

Serious accidents, illnesses, or assistance from DoD Federal Police are considered an emergency and must be reported immediately to your supervisor. When reporting an emergency:

- Call DoD Federal Police and remain calm. Give the dispatcher your name, organization, and description of the incident or accident.
- Notify your supervisor.
- Take note of what other patrons say. Do not discuss the incident with anyone other than the DoD Federal Police.

### **Reporting an Injury**

The Supervisor will:

- a. Acknowledge alleged job-related injury or illness, and arrange for medical treatment. In most cases treatment is provided at the base clinic; however, the employee has the choice to select his or her own physician.
- b. If employee is eligible, and elects to choose their own physician, they cannot, without authorization from the Human Resources Officer, change physicians.
- c. Military dependents and retirees may be treated at the base clinic; however, if they make this choice it becomes the first choice of treatment.

Every employee who is injured while on-duty is eligible for worker's Compensation benefits. The benefits for a NAF civilian employee sustaining a job-related injury or illness may include any or all of the following: disability payments, medical expenses, or death benefits. These benefits are automatic, but will be applied to you only after your supervisor has been informed of your injury and the necessary reports are completed. Listed are the necessary forms.

- Retained copy of Form LS-1, (Request for examination and/or Treatment), in duplicate. Original will be hand-carried by injured employee to the treatment center.
- AF Form 786, (Patient's Authorized for release of Medical Information). Original only.
- Form LS-201, (Notice of Employee's Injury or Death). Submit in duplicate.
- Form LS-202, (Employer's First Report of Injury or Occupational Illness). Submit in 6 copy set.
- After the forms are completed, submit to the Human Resources Office.

### **Reporting a Fire**

When a fire occurs, notify the Security Forces by the most expeditious means available. In all instances, KEEP CALM, SPEAK CLEARLY, and ANSWER ALL QUESTIONS asked by the

DoD Federal Police Dispatcher. DO NOT HANG UP THE PHONE UNTIL TOLD TO DO SO BY THE DISPATCHER.

Report the fire by one or more of the following methods:

Telephone: Give the building number and title.

Tell where the fire is burning, i.e., kitchen, office, etc.

Tell what is burning (i.e. grease, curtains, etc.)

Give your name to the dispatcher.

Manual Fire Alarm Box: Break the glass; pull trip handle and push down on the button to activate alarm bells in the building affected.

REPORT ALL FIRES to DoD Federal Police for investigation regardless of size or nature, whether or not they have been extinguished.

### **Earthquake Preparedness**

Californians are constantly aware of the potential of an earthquake creating damage and dangerous conditions. So if we don't properly prepare, the next quake may cause greater personal damage than necessary. Each item listed below won't stop the next earthquake, but it may help you survive in a better way.

#### Three Basic Things to Do During an Earthquake

1. Stay Calm.
2. Inside: Crouch under a desk or table, away from windows or glass dividers.
3. On the road: Drive away from underpasses/overpasses; stop in a safe area; stay in vehicle.

#### Six Basic Things to Do After an Earthquake

1. Check for injuries-provide first aid.
2. Check for gas, water, or sewage breaks; check for downed electric lines and shortages; turn off appropriate utilities, check for building damage and potential safety problems during after shocks such as cracks around the foundation.
3. Clean up dangerous spills.
4. Wear shoes.
5. Turn on radio and listen for instructions from public safety agencies.
6. Don't use the telephone except for emergencies.

#### Three Things You Need to Know

1. How to turn off gas, water and electricity.
2. How to apply first aid.
3. Plan for reuniting with fellow workers and customers.

### **Bomb Threats**

Should you receive a bomb threat, the most important action is to STAY CALM. Notify your supervisor. DO NOT HANG UP THE PHONE! Request a fellow employee or a responsible person to evacuate the building. Follow the procedure outlined below.

RECORD THE EXACT LANGUAGE OF THE THREAT.  
RECORD THE EXACT TIME THE CALL WAS RECEIVED.  
TRY TO OBTAIN ANSWERS TO THE FIVE MOST IMPORTANT QUESTIONS.

1. When is the bomb set to go off?
2. Who are you?
3. Where is the bomb located?
4. What kind of bomb is it?
5. Why are you doing this?

TRY TO DETERMINE the following from the VOICE on the phone:

1. Is the caller male or female?
2. Does the caller sound intoxicated?
3. Does the caller have a speech impediment?
4. Can you determine the caller's age?
5. Listen for background noises. Can you hear music, traffic, etc.?
6. Record the exact time the call was terminated.
7. DO NOT HANG UP THE TELEPHONE! Immediately after the bomb threat, contact the DoD Federal Police, preferably from another phone. Provide all details on the call to the DoD Federal Police.

### **Resource Protection**

"Resource Protection" is an all-encompassing item. It is your responsibility to protect money and property while performing your duties. Always be careful to protect funds you have been entrusted with. Your supervisor will brief you on procedures to protect money and property.

### **Anti-Theft Training**

During an actual robbery, the activity cashier and other employees who witness the act will comply with the following:

## NAF Employee Handbook

AVOID doing anything that might increase danger to you or others.

DO what the robber asks.

DON'T try to be a hero. The cash you have on Hand is not worth risking injury.

ACTIVATE the robbery alarm (if available)

STAY CALM and observe the robber's physical features, voice, accent, mannerism, dress, kind of weapon (if used), and any other useful information for identification.

GIVE NO MORE MONEY than the robber demands. Try to include marked money or capture the serial number of a bill that you pass to the robber.

OBSERVE the direction of the robber's escape and try to get a good description of the type of car and license number if an automobile is used as a getaway vehicle.

SECURE THE SCENE: do not allow anyone else to enter or leave until the Police have concluded their investigation.

REMEMBER don't jeopardize your personal safety.

IMMEDIATELY TELEPHONE DoD Federal Police Crime Stop at: 653-2121

ENSURE that an employee from the activity waits outside the office or building (if it is safe to do so) to inform responding units when they arrive.

### **Safety**

FSS makes every effort to continually ensure the safety and health of our employees and patrons. This is part of our job. Employee and customer safety is a concern we must address customers, as well as property damage to our facilities.

Many times our customers are unaware of simple safety rules that are so familiar. It is up to you to remain alert to these potential safety hazards and to alert customers to them should you discover a hazardous condition. Some common safety hazards are:

1. Spilled liquid or ice.
2. Food on the ground.
3. Trip hazards.
4. Broken doors.
5. Wet stairs and walkways.

All facilities have first aid boxes in which you will be able to find basic aid items. If you require further assistance; contact medical personnel.

Your first aid responsibility in a medical situation is to the injured or ill person. In the event of an injury that requires additional treatment, call Security Forces at ext. 3-2123 and report the incident. Tell the dispatcher your name and the injured person's location and medical condition. Notify your supervisor of the incident and give a full report.

### **Building Security Procedures**

It is responsibility of all FSS employees to protect the assets of their activity. This is a very important responsibility that you must take seriously.

Closing inspections of FSS facilities are important to the effectiveness of your progress. FSS employees are often tasked with the responsibility to ensure facilities are completely vacated upon closure and that the facility is free of hazards. A closing inspection will ensure that resale merchandise, furniture, supplies and equipment are not subject to theft and the activity is left in a safe condition. A closing inspection consists of the following procedures:

Empty all trash and waste containers into the approved containers supplied for the purpose outside the facility.

Unplug all electrical appliances (except for installed refrigeration equipment). This includes amusement machines, cash registers, displays and band equipment.

Walk through all facility rooms to ensure there is total fire safety and security of the facility.

Upon completion of the closing inspection, inform the fire alarm dispatcher that the facility is secure.

### **Base Civil Engineering**

As a FSS employee, you are a vital link to good building maintenance and to the responsiveness of Civil Engineering in answering our requests. If you know what is needed, identify the need in the correct manner and you will save both time and money.

Waiting until repairs become urgent costs money and additional man-hours. Although qualified BCE planning technicians inspect facilities periodically, emergencies do occur and immediate action is required.

An emergency condition could be any of the following:

- Loss of heat, steam, gas, liquid fuels or water.
- Clogged plumbing.
- Failure of air conditioning.
- Power failure or faulty electrical systems.

### **Energy Conservation**

As a FSS employee, you play a key role in our collection effort to conserve energy. Efficient management of climate control, building maintenance, and operation of utilities will result in tremendous energy savings with resultant decreases in costs. We all play a role in the application of these energy conservation measures:

1. Turn off unneeded light and unplug unnecessary appliances.
2. Check for leaking faucets when implementing closing procedures.
3. During winter months, keep the thermostat at the federally prescribed setting of 68 degrees.

### **CLOSING**

In closing, all of us in FSS would like to thank you for your interest in Non- Appropriated Funded Employment, and wanting to become a part of the FSS team. We hope that your stay will be long, prosperous, and enjoyable. Please remember that a customer is not dependent on us, we are dependent on them. We do not consider a customer as an interruption of our work; they are the purpose of it. We are not doing customers a favor by serving them; they do us a favor by giving us an opportunity to serve them. A customer is not someone to argue or match wits with. Nobody has ever won an argument with a customer. A customer is a person who brings us their wants. It is our job to handle them profitably in our everyday workload. It will make your job here a lot more rewarding.

AC- 130

Defense Civilian Personnel Advisory Service  
Alexandria, Virginia 22350-1100

Issue Date: 29 December 2016

Wage Schedule # 033

SUBJECT: NAF Wage Schedules for the Los Angeles, California (LA) Wage Area

TO: Commanding Officers of Military Departments and DoD Component Installations in the Area

The Crafts and Trades schedules shown below have been established under authority of DoD Instruction 5120.39 "Department of Defense Wage Fixing Authority-Appropriated Fund and Nonappropriated Fund Compensation Programs", 1 October 2015, and are to be applied in accordance with the provisions of 5 CFR Part 532 to installations listed on the reverse side. These schedules also conform with the limitations contained in CPM 2016-22, dated 27 December 2016.

NA																
NL-NS		NA - Rates					NL - Rates					NS - Rates				
Grade	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5	
1*	10.50	10.94	11.38	11.82	12.25	*11.55	12.03	12.51	12.99	13.47	*13.76	14.33	14.90	15.48	16.05	
2*	11.03	11.49	11.95	12.41	12.87	*12.13	12.64	13.15	13.65	14.16	*14.28	14.88	15.48	16.07	16.67	
3*	11.56	12.04	12.52	13.00	13.48	*12.71	13.24	13.77	14.30	14.83	*14.81	15.43	16.05	16.66	17.28	
4	12.26	12.79	13.30	13.80	14.33	13.50	14.08	14.63	15.19	15.74	*15.50	16.15	16.80	17.44	18.09	
5	13.11	13.67	14.20	14.75	15.30	14.41	15.03	15.62	16.21	16.80	16.23	16.89	17.58	18.24	18.95	
6	13.99	14.53	15.13	15.68	16.26	15.35	16.00	16.61	17.27	17.85	17.07	17.76	18.49	19.19	19.93	
7	14.79	15.40	16.03	16.65	17.25	16.26	16.95	17.61	18.31	18.97	17.89	18.65	19.39	20.13	20.85	
8	15.62	16.26	16.89	17.55	18.20	17.16	17.85	18.59	19.31	20.02	18.73	19.52	20.30	21.07	21.82	
9	16.43	17.13	17.80	18.50	19.18	18.10	18.83	19.61	20.34	21.10	19.72	20.56	21.37	22.18	23.00	
10	17.30	18.02	18.73	19.44	20.16	19.01	19.79	20.60	21.38	22.17	20.74	21.62	22.47	23.32	24.20	
11	18.13	18.86	19.64	20.38	21.13	19.94	20.75	21.61	22.40	23.25	21.74	22.64	23.55	24.46	25.35	
12	18.97	19.74	20.54	21.33	22.11	20.83	21.72	22.60	23.45	24.32	22.76	23.69	24.62	25.61	26.52	
13	19.79	20.62	21.43	22.26	23.09	21.76	22.69	23.59	24.48	25.37	23.73	24.75	25.72	26.72	27.70	
14	20.62	21.47	22.34	23.18	24.04	22.70	23.64	24.57	25.51	26.46	24.74	25.74	26.78	27.81	28.83	
15	21.45	22.35	23.25	24.14	25.02	23.62	24.58	25.58	26.54	27.54	25.72	26.79	27.91	28.97	30.01	
											NS-16	26.80	27.95	29.05	30.16	31.27
											NS-17	27.92	29.05	30.20	31.35	32.52
											NS-18	28.97	30.16	31.35	32.56	33.75
											NS-19	30.02	31.27	32.52	33.75	35.01

\* Rates for grade adjusted to comply with minimum wage for the State of California

JAMES R. BRADY  
Chief  
Wage and Salary Division

Order Date: 12 September 2016  
Effective Date: 1 January 2017

AC - 130

Defense Civilian Personnel Advisory Service  
Alexandria, Virginia 22350-1100

Pay Schedule # 033-62

Issue Date: 28 Dec 2016

SUBJECT: NAF Pay Ranges for the Los Angeles, CA Wage Area

TO: Commanding Officers of Military Departments and DoD Component Installations in the Area

The NAF Pay Ranges shown below have been established under authority of DoD Instruction 5120.39 "Department of Defense Wage Fixing Authority-Appropriated Fund and Nonappropriated Fund Compensation Programs", dated 1 October 2015, and are to be applied to all employees whose official duty station is located within the geographic boundary of the [wage area definition shown on the reverse side](#). This pay schedule is for NAF pay system employees only.

## PAY RANGES

NF LEVELS	MINIMUM		MAXIMUM	
	PER YEAR	PER HOUR	PER YEAR	PER HOUR
** 1	21,910	(10.50)	41,760	(20.01)
** 2	26,320	(12.61)	54,620	(26.17)
3	32,620	(15.63)	65,000	(31.15)
4	34,500	(16.53)	102,000	(48.87)
5	68,000	(32.58)	161,900	(77.58)
6	*		*	

\* See [www.cpms.osd.mil/content/Documents/DoD-Instruction.pdf](http://www.cpms.osd.mil/content/Documents/DoD-Instruction.pdf)

\*\* Adjusted to comply with new minimum wage for the State of California.

JAMES R. BRADY  
Chief  
Wage and Salary DivisionOrder Date : 12 Sep 2016  
Effective Date : The minimum rates for NF levels 1 and 2 are effective on 01 Jan 2017. All other rates are effective the first day of the first pay period beginning on or after 01 Jan 2017.

[Pay Report for this area](#). You will need the Adobe PDF file reader to view this file.

[You can get the FREE Adobe PDF file reader here](#).



**DEPARTMENT OF THE AIR FORCE**  
HEADQUARTERS SPACE AND MISSILE SYSTEMS CENTER (AFSPC)  
LOS ANGELES AIR FORCE BASE, CALIFORNIA

MAY 15 2013

MEMORANDUM FOR ALL SMC PERSONNEL

FROM: SMC/CC

SUBJECT: SMC Policy Guidance – Anti-Harassment and Prohibition of Sexual Harassment

1. The Air Force policy on illegal harassment or discrimination of any type is zero tolerance, as described in AFI 36-2706. I fully support this policy, and I am directing additional anti-harassment and anti-discrimination training for all SMC supervisors. All forms of illegal harassment or discrimination are a breach of the trust and respect that bind Team SMC together. Sexual harassment is a focus of special attention since, behavior attempts to elicit sexual acquiescence from victims, whether the harasser is a coworker, supervisor, or an SMC affiliate. Studies show that conduct of a sexual nature is potentially the beginning of a continuum of inappropriate behavior that can lead to criminal acts of sexual assault. Prevention of harassment, discrimination and sexual assault is a top priority for SMC leadership efforts in our commitment for taking care of our people. I expect all SMC personnel to treat each other with dignity and respect. All supervisors, managers and two-letter Directors are expected to prevent harassment within our workforce.
2. In those instances where harassing conduct has occurred or is alleged, I expect supervisors to promptly and appropriately engage the matter and, if confirmed, stop the conduct. I also expect individuals who experience or witness such conduct to raise the issue with their chain of command, the Equal Opportunity Office (310) 653-1902 or the USAF hotline at (888) 231-4058. Confirmed harassment, or reprisal for raising these issues, may subject offenders to appropriate administrative and/or disciplinary action, including removal from federal civil service or court-martial, if warranted.
3. Education is the most effective means of assuring our Team is aware of expectations and responsibilities in implementing AF policy, SMC standards, and preventing harassment. In this regard, I have established a robust educational effort for all SMC personnel. I expect that each two-letter Director will have achieved 100% education of their supervisory personnel not later than 31 August 2013 and their non-supervisory personnel completed by 15 January 2014.
4. My POC is Mr. Leonard Gonzales, SMC Director of EO and Diversity Programs, (310) 653-1902.

  
ELLEN M. PAWLIKOWSKI  
Lieutenant General, USAF  
Commander

Attachment:  
Examples of Behaviors to Avoid



## LA AFB Sexual Assault Prevention and Response

Building 272, 2nd Floor, Room C2-210

During duty hours, please call  
(310) 653-5442 or (310) 653-5789

**24-hr Crisis Line: (310) 653-SARC (7272)**

### Restricted Report

- ▶ Confidential access to services (no investigation initiated)
- ▶ Eligible personnel: Active Duty, Reserve, Guard, Dependents (18+) and AF Civilians
- ▶ **CA Mandated Reporting Law:** Medical providers are mandated reporters to law enforcement. At LA AFB, only the SARC and Victim Advocates, can receive a restricted report and maintain confidentiality

### Unrestricted Report

- ▶ Investigation is initiated and those with need to know will be notified
- ▶ Eligible personnel: Active Duty, Reserve, Guard, Civilians age 18 and up, Contractors

### Independent Report

- ▶ If a third-party reports to a mandated reporter = Unrestricted



**There are many resources available on and off-base; call our hotline or stop by the SAPR office to learn more!**

*Ms. Christine Hayes,  
Sexual Assault Response Coordinator*

## **EXAMPLES OF BEHAVIOR TO AVOID THAT MAY CONSTITUTE HARASSMENT**

### **SEXUAL HARASSMENT**

Inappropriate physical contact such as touching, brushing against, rubbing, etc.  
(this may also constitute battery or sexual assault)

Inappropriate compliments such as dress, appearance, etc., of a sexual nature

Gestures that are of a sexual nature such as hands, facial, etc.

Jokes, teasing, etc., of a sexual nature

Direct propositions or flirting that are of a sexual nature

Comments of a sexual nature

Pictures of a sexual nature (includes sharing, sending, or printing electronic images)

Terms of endearment of a sexual nature

Pressuring for dates or relationship

Pattern of or persistent behavior of a sexual nature

Graffiti of a sexual nature

Inappropriate email containing any of the above information

Remember, sexual harassment can result from behavior of coworkers, SMC affiliated personnel (such as contractors or vendors), or supervisors. Prohibited conduct applies to persons of the same-sex or opposite sex. It is the impact of the behavior not the intent of the individual that will guide the analysis of sexual harassment issues.

### **OTHER HARASSMENT (RACE, NATIONAL ORIGIN, RELIGION, SEX, AGE, DISABILITY)**

Jokes, Slurs, epithets, name-calling, or gestures and comments of a threatening or mocking nature

Physical threats or assaults (may also constitute battery)

Intimidation

Ridicule or mockery

Insults or put-downs

Offensive Objects or Pictures

*Contact your local EO office for assistance or specific questions.*

## MISHAP DATA WORKSHEET

*This form contains personal information protected by the Privacy Act of 1974. Form will be safeguarded from unauthorized disclosure and will be disposed of according to AFI 33-332.*

FROM (Supervisor)	TO (Unit Safety Representative)	TO (Unit Commander)	TO (Wing Safety)
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**I. MISHAP DATA INFORMATION** *(To be filled in by the supervisor and sent to Unit Safety Rep, Commander, and Safety Ofc within 5 workdays after the mishap.)*

NAME (Last, First, Middle Initial)	GRADE	SSN	AGE	SEX	AFSC/JOB SERIES	UNIT/OFFICE SYMBOL/DUTY PHONE
DATE OF MISHAP	DUTY STATUS (At time of mishap) <input type="checkbox"/> ON DUTY <input type="checkbox"/> OFF DUTY		AEF ASSIGNED (1-10) <input type="checkbox"/> YES <input type="checkbox"/> NO		BEEN DEPLOYED IN LAST 365 DAYS <input type="checkbox"/> YES <input type="checkbox"/> NO	
TIME OF MISHAP	<input type="checkbox"/> PERM PARTY <input type="checkbox"/> STUDENT		AEF NUMBER _____		DAYS DEPLOYED _____	
				MISHAP OCCURRED <input type="checkbox"/> ON BASE <input type="checkbox"/> OFF BASE		WEATHER _____
						LIGHT CONDITIONS _____

DISPOSITION OF INDIVIDUAL: (CHECK ALL THAT APPLY)	WITNESSED?	EXACT LOCATION WHERE MISHAP OCCURRED <i>(Bldg #, Street Name, Miles from Base/Installation)</i>
<input type="checkbox"/> NO MEDICAL TREATMENT NEEDED OR SOUGHT <input type="checkbox"/> TREATED AND RELEASED BACK TO REGULAR DUTY <input type="checkbox"/> RETURNED TO LIMITED DUTY FOR _____ NUMBER OF DAYS <input type="checkbox"/> PLACED ON QUARTERS/CON LEAVE FOR _____ NUMBER OF DAYS <input type="checkbox"/> ADMITTED TO HOSPITAL FOR _____ NUMBER OF DAYS	<input type="checkbox"/> YES <input type="checkbox"/> NO WITNESS NAMES _____	

TYPE OF INJURIES RECEIVED <i>(i.e., Bruise, Fracture, Sprain, etc.)</i>	LOCATION AND PARTS OF BODY INJURED <i>(i.e., Left Leg, Head, Right Ankle, etc.)</i>
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TREATMENT RECEIVED <i>(Includes Stitches, Casts, etc.)</i>	MEDICATIONS PRESCRIBED
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### PROPERTY DAMAGE

PROPERTY DESCRIPTION	GMV/SPV/PMV DESCRIPTION <i>(Year, Make, Model)</i>	GMV REGISTRATION NO
DAMAGE DESCRIPTION	ESTIMATED COST	SEATBELT/HELMET USED <input type="checkbox"/> YES <input type="checkbox"/> NO
		ALCOHOL INVOLVED <input type="checkbox"/> YES <input type="checkbox"/> NO
		MSF TRAINED <input type="checkbox"/> YES <input type="checkbox"/> NO
NON AIR FORCE PROPERTY DAMAGE	ESTIMATED COST	SPEEDING <input type="checkbox"/> YES <input type="checkbox"/> NO
		POSTED SPEED _____ MPH
		SPEED TRAVELED _____ MPH

PROVIDE A CONCISE SUMMARY OF THE MISHAP *(Who, What, When, Where, and Why)* *(Indicate the cause)* *(If more space is needed, continue on reverse)*

INDICATE THE CORRECTIVE ACTION(S) TAKEN TO PREVENT RECURRENCE *(If more space is needed, continue on reverse)*

DATE	SUPERVISOR SIGNATURE
------	----------------------

**II. UNIT SAFETY REPRESENTATIVE, UNIT COMMANDER, AND SAFETY OFFICE REVIEWS AND COMMENTS**

UNIT SAFETY REPRESENTATIVE REVIEW AND COMMENTS

DATE	SIGNATURE
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**II. UNIT SAFETY REPRESENTATIVE, UNIT COMMANDER, AND SAFETY OFFICE REVIEWS AND COMMENTS -- CONTINUED**

UNIT COMMANDER REVIEW, CONCURRENCE, AND COMMENTS

DATE

SIGNATURE

SAFETY OFFICE REVIEW AND COMMENTS

NOT REPORTABLE IAW:

SAS REPORT NUMBER:

DATE

SIGNATURE

ADDITIONAL REMARKS OR COMMENTS *(Summary of Mishap or Corrective Action Taken)*

**PATIENT'S AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION**

(USAF NONAPPROPRIATED FUND WORKERS' COMPENSATION PROGRAM)  
(THIS FORM IS AFFECTED BY THE PRIVACY ACT OF 1974)

*AUTHORITY: 33 U.S.C. 903, Longshoremen's and Harbor Workers' Compensation Act; 10 U.S.C. 8013; and 44 U.S.C. 3101.*

*PRINCIPAL PURPOSE: To obtain information on present and past injuries and illnesses of employees.*

*ROUTINE USES: Used to determine what benefits, if any, may be due an employee under the Longshoremen's and Harbor Workers' Compensation Act as extended by the Nonappropriated Fund Instrumentalities Act (5 U.S.C. 8171). Information furnished may be disclosed to any DOD component or part thereof, and upon request, to other Federal, state and local government agencies in the pursuit of their official duties and to the Department of Labor. The information may also be used for other lawful purposes including those indicated below, law enforcement and or litigation.*

*DISCLOSURE IS MANDATORY: Failure to provide the information may result in reduction and/or delay of potential benefits.*

1. I authorize and direct any physician who has examined and/or treated me or who may examine and/or treat me after the date of signature on this authorization or any medical facility where I have been examined and/or treated or at which I may be examined and/or treated after the date of signature on this authorization to provide to any authorized representative of the United States Air Force any information regarding my physical condition and/or treatment rendered, and to allow said representative to inspect, review and/or make copies of any and all medical records concerning my condition.
2. I authorize and direct any of my prior employers who may have records of my physical condition or insurance carriers which may have received and processed my prior claims for benefits to provide such records for inspection, review and/or copying by said representative.
3. I authorize my current employer to release information on my claim to any claim index bureau or similar organization which maintains such information for historical, analytical, and/or investigative purposes.
4. A copy of this authorization may be accepted and honored as if it were the original.

CASE NUMBER	EMPLOYEE'S NAME ( <i>Print or type</i> )
DATE	EMPLOYEE'S SIGNATURE

**AF IMT 786, 19981101, V2**

PREVIOUS EDITION IS OBSOLETE.

U.S DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
Office of Workers' Compensation Programs  
PRIVACY ACT OF 1974 NOTICE

In accordance with the Privacy Act of 1974 (Public Law No. 93-579, 5 LS.C. 522a), you are hereby notified that: (1) The Longshoremen's and Harbor Workers' Compensation Act, as amended and extended (33 U.S.C. 901 et seq.) is administered by the Office of Workers' Compensation Programs of the U.S. Department of Labor. In accordance with this responsibility, the Office receives and maintains personal information on claimants and their immediate families. (2) The information will be used to determine eligibility for and the amount of benefits payable under the Act. (3) The information may be used by other agencies or persons in handling matters relating, directly or indirectly, to the subject matter of the claim, so long as such agencies or persons have received the consent of the individual claimant, or have complied with the provisions of 20 CFR 702. (4) Furnishing all requested information will facilitate the claims adjudication process; and the effects of not providing all or any part of the requested information may delay the process, or result in an unfavorable decision or a reduced level of benefits (disclosure of a social security number is voluntary; the failure to disclose such number will not result in the denial of any right, benefit or privilege to which an individual may be entitled).

**THIS NOTICE SHOULD BE RETAINED FOR YOUR INFORMATION**



**DEPARTMENT OF THE AIR FORCE**  
HEADQUARTERS 61st AIR BASE GROUP (AFSPC)  
LOS ANGELES AIR FORCE BASE, CALIFORNIA

3 Aug 16

MEMORANDUM FOR 61 ABG PERSONNEL

FROM: 61 ABG/CC

SUBJECT: Commander's Safety Perspective

1. Occupational Safety and Health is a crucial ingredient in our mission to deliver trained and ready Airmen with unrivaled space capabilities to defend America. Executing our complex and demanding mission safely requires direct leadership involvement and personal responsibility. Degradation of either can compromise mission accomplishment. The loss of a single member not only degrades our mission capability; it profoundly impacts our families, friends and the community.
2. Leadership commitment and personal responsibility are critical, but personnel at all levels must contribute to the mishap prevention program. I expect you to let your chain of command know of any conditions you encounter which could hinder the accomplishment of our mission or result in an unsafe working environment. Prompt and accurate reporting of hazards and mishaps is the key to ensuring a safe work environment for all Air Base Group personnel.
3. Whether on or off duty, proper use of risk management (RM) is a personal responsibility. By applying RM at the right levels we will continue to safeguard our personnel and resources. All commanders/directors and supervisors are charged to create and promote a safety culture that is prevalent throughout their work centers.
4. Safety and health is inherent in our Core Value of Excellence in All We Do! Excellence includes doing it safely; as Wingmen we are accountable and must look out for one another. As stewards of this great nation's defense, maximizing combat capability through resource preservation is our mandate. The effectiveness of our safety measures and practices will only be as strong as your willingness to recognize and uphold them.
4. Our goal for this FY is simple: ZERO Airmen lost to preventable mishaps. I need your full support and participation to achieve this goal. Questions regarding ground safety may be directed to the 61 ABG Safety Office at (310) 653-2729.

CHARLES P. ROBERTS, Colonel, USAF  
Commander



**Legend**

- Installation Boundary
- Primary Evacuation Route
- Alternate Evacuation Route
- Assembly\_arrow\_blue
- Assembly\_arrow\_red
- Assembly Area
- Buildings
- Athletic Court
- Swimming Pool
- Sidewalk
- Running Track
- Driveway
- Parking Areas
- Roads
- Grass/Gravel



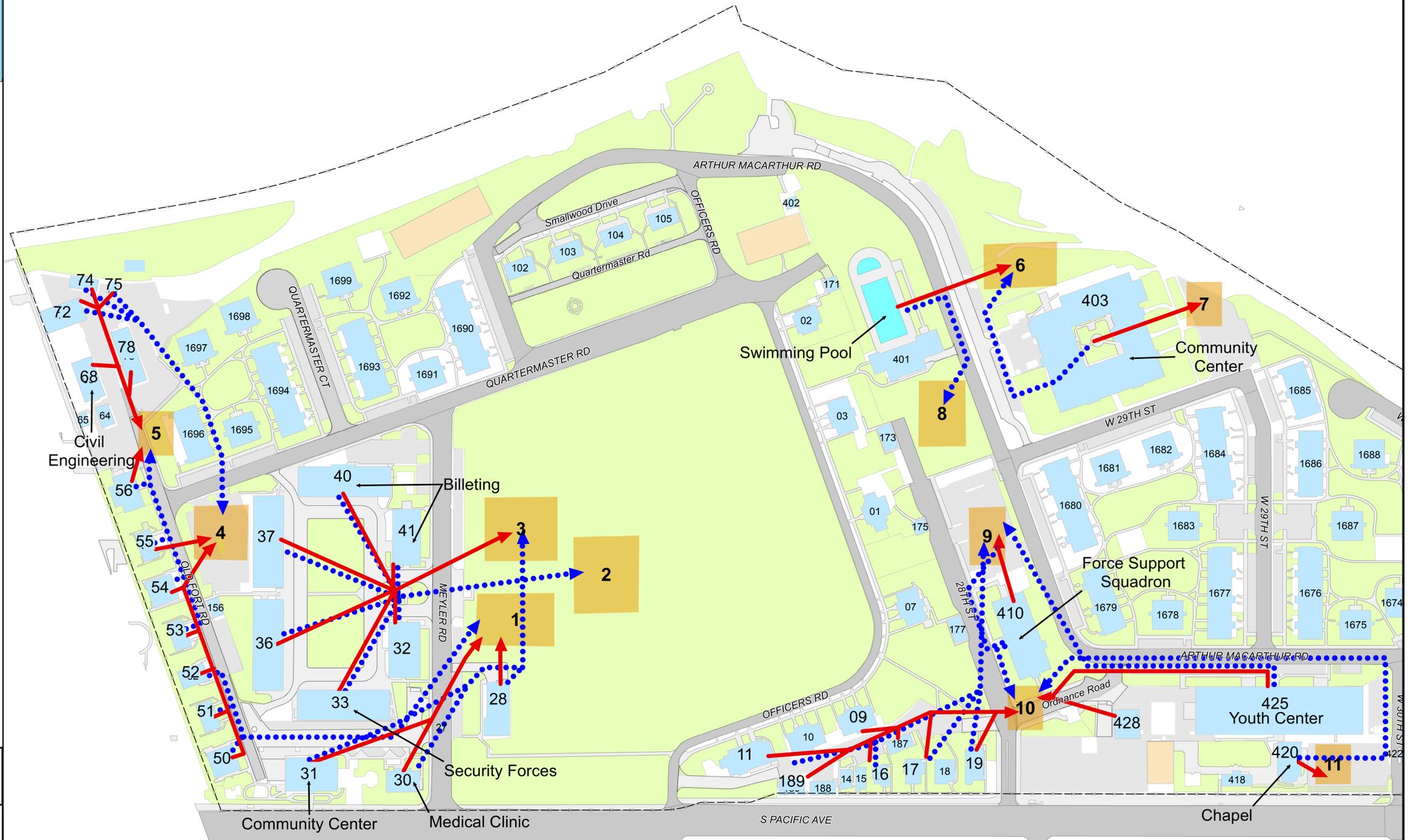
**FORT MACARTHUR NORTH  
EVACUATION ASSEMBLY MAP**



REVISION DATE: 03/15/2012

GIO SIGNATURE

BASE COORDINATOR SIGNATURE



**SAFETY FIRST ...**

Watch for traffic; Make way for 1st responders; Keep 25 m away from the perimeter.  
Be aware of downed power lines and fallen debris.



***INSTRUCTIONS FOR SUBMITTING WORKERS' COMPENSATION FORMS***

<b>FORM</b>	<b>PREPARED BY</b>	<b>FORWARDED TO</b>
<b>LS-201</b>	Injured Employee	NAF-HR within 24 hrs of completing the paperwork ***** <b>Must be completed by the employee in his/her own words.</b> *****
<b>AF 786</b>	Injured Employee	NAF-HR within 24 hrs of completing the paperwork ***** <b>Authorization for Release of Medical Information.</b> *****
<b>LS-202</b>	Supervisor/Manager	NAF-HR within 24 hrs of completing the paperwork ***** <b>Must be completed within 24 hrs of notice of an injury</b> ***** ***** <b>Supervisor or manager of facility MUST sign Block #37.</b> *****
<b>LS-1</b>	Supervisor/Physician	NAF-HR within 24 hrs of completing the paperwork and Injured employee takes to treating Physician ***** <b>Used for initial visit/treatment....NOT for follow-up visits/appointments.</b> *****
<b>LS-204</b>	Attending Physician	Human Resources Office ***** <b>Only used for FOLLOW-UP visits/appointments.</b> *****
<b>LS-210</b>	Supervisor	Human Resources Office ***** <b>Only need if release date/return to work date is not known as time LS-202 is submitted.</b> *****

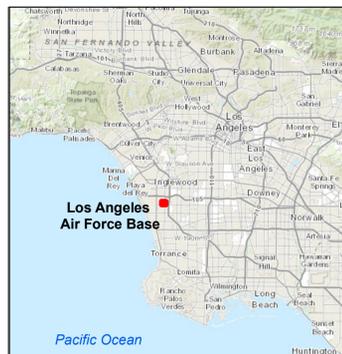
***IMPORTANT!***

*Per Air Force Services Agency (AFSVA) all documentation should be completed and forwarded to the Human Resources Office within **24 hours** of injury or knowledge of injury to avoid delays or conflicts.*

*If any witnesses were present at the time of injury, have witnesses submit statements in MFR format and submit with all other documentation.*

*If an employee is injured at work but does not wish to see the doctor and continues to work, please have the employee complete an LS-201, Notice of Employee's Injury or Death, section 16, annotating their refusal to seek medical attention at the time of injury, also ask the employee to write a statement in MFR format stating the same. Submit this documentation to the Human Resources Office.*

*If you have any questions, comments, or concerns pertaining to this matter, please don't hesitate to call David Perez 310-653-5085 or Morgan Burton 310-653-8943.*



**Legend**

- Installation Boundary
- Primary Evacuation Route
- Alternate Evacuation Route
- Vehicle Parking Lines
- Assembly Area
- Buildings
- Athletic Court
- Aerospace Bridge
- Running Track
- Sidewalk
- Driveway
- Parking Area
- Road Area
- Grass/Gravel



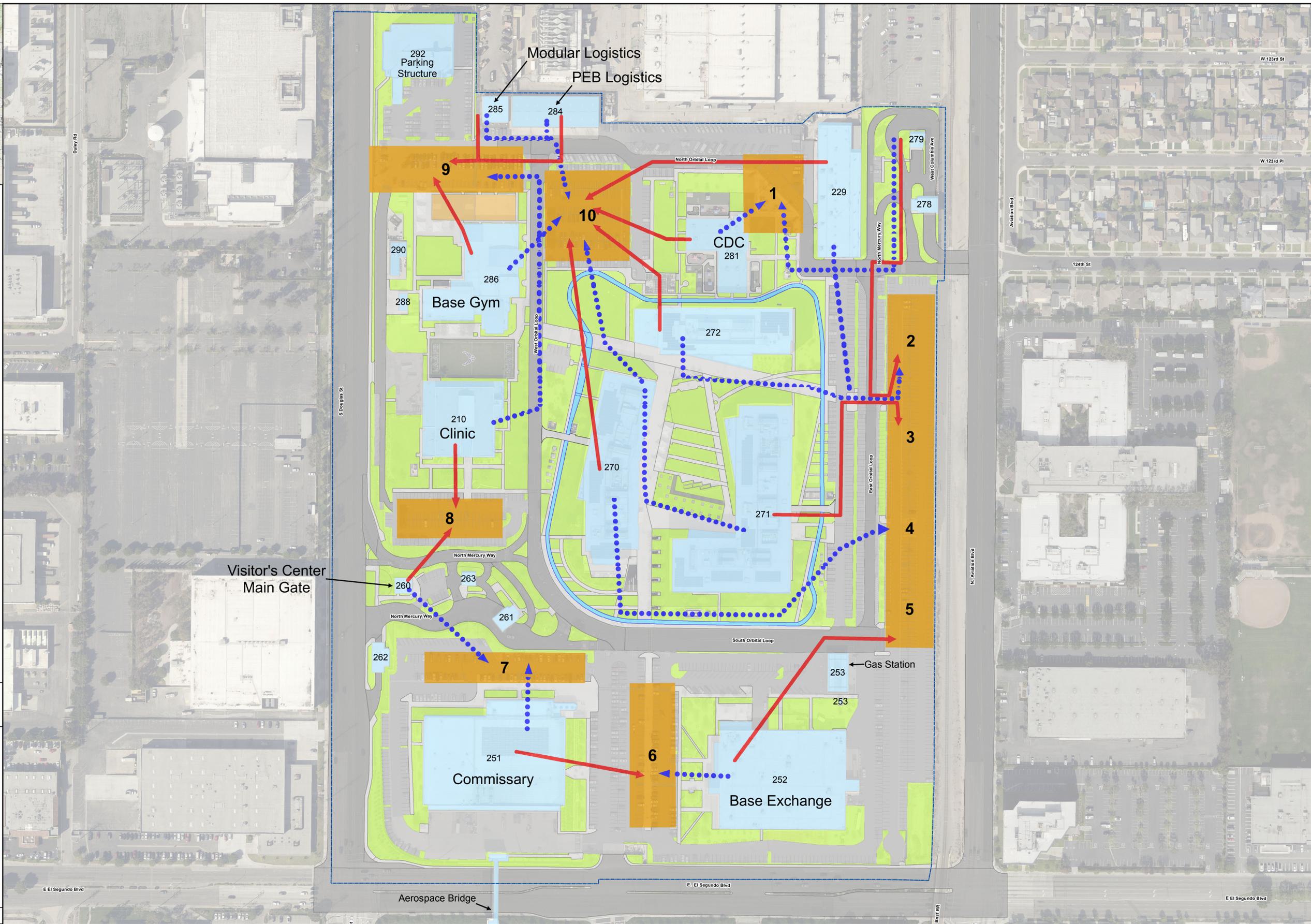
**LOS ANGELES AIR FORCE BASE  
EVACUATION ASSEMBLY MAP**



REVISION DATE: 7/13/2015

GIO SIGNATURE

BASE COORDINATOR SIGNATURE



**SAFETY FIRST ...**

Watch for traffic; Make way for 1st responders; Keep 25 m away from the perimeter.  
Be aware of downed power lines and fallen debris.

61 CELS GEOINTEGRATION OFFICE  
Marie.Aquino\_ctr@us.af.mil  
310-653-5152





# EM Tip of the Month, Earthquake Actions

## Before an Earthquake

- **Earthquake Kits (72 hours)**
  - Home, Work, and Vehicle
- **Confirm AtHoc profile is current**
- **Everbridge Registration (Local)**
- **Ensure AFPASS is current**
- **Fasten** shelves securely to walls. Store breakable in low, closed cabinets with latches.
- **Hang** heavy items (pictures, mirrors, etc.) away from beds, couches, and anywhere people sit.
- **Brace** overhead light fixtures.
- **Install** flexible pipe fittings to minimize breakage of gas and water lines.
- **Secure** your water heater by strapping it to the wall studs and bolting it to the floor.
- **Store** flammable products securely in closed cabinets with latches on the bottom shelves.
- **Identify a safe place** in every room (e.g., under a sturdy table or against an inside wall) where nothing can fall on you.

## During an Earthquake



## Immediate Actions

## After an Earthquake

### Duty Hours

- **Military / Civilians / Contractors**
  - Immediate Accountability
  - SABC / CPR
  - Damage Assessment
  - Evacuation based on surroundings
- **UCC (Activated when needed)**
- **EOC (Activated when needed)**
- **CP will send Accountability and/or Directive Message**

### After Duty Hours

- **Family**
  - Safety/Accountability
  - SABC / CPR
  - Damage Assessment
  - Evacuation based on surroundings
  - Avoid road travel
- **Monitor Local Radio**
- **Straight Talk Line: 310-653-2851**
- **Chain of Command**
  - Report Accountability (phone, text, email, AFPASS)
  - Standby for guidance

**Note: Telecommuting from home may be required, only when directed** 9 Mar 17

# Mishap Reporting

## What is considered a mishap?

When a military member is injured ON or OFF duty, an Air Force civilian is injured ON duty, or there is damage to government property or equipment, the mishap must be investigated and reported to Safety regardless of severity. A good rule to follow is if you get injured and seek medical treatment it's serious enough to be investigated and reported to your supervisor and Safety.

## How do you report a mishap?

Supervisors are required to complete an AFSPC Form 87, if their personnel are involved in a mishap. The supervisor should conduct an initial interview with the individual(s) involved to investigate the circumstances surrounding the mishap and try to prevent recurrence of a similar type mishap. The supervisor then completes the AFSPC Form 87, has the USR review then has the unit commander review/sign it, and forwards it to Safety within 5 workdays after the mishap. *\*\* In the event the commander is unable to sign the mishap report, please forward a copy immediately and send us the signed copy when possible.* If the mishap is serious (fatality, amputation, serious bodily injury, inpatient hospitalization of three or more personnel, property damage of over \$50,000 etc.) IMMEDIATE notification to our office is required.

For personal injury mishaps resulting in loss of work hours or days beyond the day the injury occurred, include with the AFSPC Form 87 copies of medical forms supporting restriction from duty by competent medical authority.

NOTE FOR CIVILIAN SUPERVISORS: In order for the Safety Office to comply with the Federal (U.S. Department of Labor) Recordkeeping requirements, we must ensure any AF civilian employee injured on the job, notifies the Safety Office. We must receive copies of all CA- or LS- forms filed with the Office of Workers' Compensation Program (OWCP) as a result of an on-duty injury or illness.



## Los Angeles Air Force Base Employee Assistance Program

LAAFB has contracted with Espyr to provide employees and their family members with a comprehensive Employee Assistance Program (EAP). All full time employees and eligible family members have access to the program. Services are free and confidential, within the bounds of the law. The EAP is available 24/7/365 and provides the following services.

### Work-Life

- **Legal** consultation provided by attorneys. Simple Wills prepared at no cost. Twenty-four-hour emergency services, consultation with a mediator, consultation with a fraud/ID theft specialist are also included. A twenty-five percent discount off the mediator or attorney fees for services rendered beyond the EAP.
- **Financial** consultation regarding debt matters, investment options, money management, tax preparation and retirement planning. A twenty-five percent discount off the provider or CPA fees for services rendered beyond the EAP.
- **Child care** information and referrals for all types of child care, as well as camps and schools
- **Elder care** services to assess elder care needs, locate resources and arrange referrals
- **Adoption** specialists share information, organize and arrange referrals for all stages of this process.
- **Academic** resources including customized profiles of kindergarten through graduate school. College planning guidebooks are available. Referrals to tutors are available.
- **Pet care** services that offer referrals to breeders, groomers, walkers, sitters, kennels, vets, and pet publications.
- **Special needs** services and referral to assess employee needs, educate, and make referrals for various special needs affecting employees and their families such as heart disease, ADHD, disabilities, diabetes and more.
- **Daily Living and Concierge** resources that provides referrals such as for home improvement resources, cleaning services, travel information and more.
- **Relocation** services and referral information provided to employees who are moving. Referrals include moving companies, housing options, utility companies, schools and more.

### Counseling

- Up to 3 sessions, per problem for face-to-face counseling and referral for a full range of personal, family and work concerns. Counselors are located conveniently to your work or home.
- 24 hour per day, 7 day per week, toll-free access to mental health professionals.

### On-Line

- To access the on-line services, please go to [www.espyr.com](http://www.espyr.com) and sign in to the User Portal with the password: **LAAFB**
- The website offers educational screenings, assessments, videos, quizzes, courses, articles, financial calculators, child and eldercare service locators and much more. You may even confidentially request EAP services from the site. Topics covered include:
  - Emotional Wellbeing
  - Relationships and Parenting
  - Health and Wellness
  - Financial
  - Legal
  - Personal and Professional Growth
- Monthly, live webinars

For information or to request services, please contact us at

1-800-869-0276

[www.espyr.com](http://www.espyr.com)

## Federal Government-wide Academic Alliances

College	Benefit	Who is eligible?	Online/ On-Campus	Website	Admissions
<b>Central Michigan University World Campus</b>	15% discount and application fee waiver	All Federal Employees, Spouses and Dependents	Online, Face-to-Face, and Hybrid	<a href="#">Central Michigan University Federal Portal</a>	<p>Phone: (877) 268-4636            Fax: (989) 774-1998            cmuglobal@cmich.edu</p> <p>Mailing Address:            Central Michigan University            Global Campus            802 Industrial Drive            Mount Pleasant, MI 48858</p>
<b>Champlain College</b>	up to 70% and no application fee	All Federal Employees, Spouses and Adult dependents	Online	<a href="#">Champlain College Federal Portal</a>	<p>Phone: (877) 887-3960  <a href="#">Contact Form</a></p>
<b>College for America at Southern New Hampshire University</b>	Six-month term tuition rate is currently \$1,500. CfA reserves the right to adjust tuition costs for subsequent years. This model provides an “all you can learn” approach. Graduation fee of \$150.00 waived. There is no applicant fee to enroll in CfA.	<p>Federal employees and their family members.</p> <p>Family members are defined as the following;</p> <ul style="list-style-type: none"> <li>•Spouse, and parents thereof;</li> <li>•Sons and daughters, and spouses thereof;</li> <li>•Parents, and spouses thereof;</li> <li>•Brothers and sisters, and spouses thereof;</li> <li>•Grandparents and grandchildren, and spouses thereof;</li> </ul>	Online	<a href="http://collegeforamerica.org/Gov">http://collegeforamerica.org/Gov</a>	<p>E-mail: <a href="mailto:admissions@collegeforamerica.org">admissions@collegeforamerica.org</a></p> <p>Phone: 1-855-764-8232, option 2</p>
<b>Drexel University Online</b>	The tuition will be discounted 10 to 40%	Federal Government employees and their spouses and dependents	Online	<a href="https://online.drexel.edu/opm">https://online.drexel.edu/opm</a>	<p>Email: <a href="https://online.drexel.edu/online-degrees/apply.aspx">https://online.drexel.edu/online-degrees/apply.aspx</a></p>



## NAF TUITION ASSISTANCE

### HOW TO APPLY FOR NAF CENTRALLY FUNDED TUITION ASSISTANCE

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#### FAQs

**1. Who is ELIGIBLE to apply for NAF TA?**

- PRIORITY 1: NF-IV and V employees in a permanent Career Program covered position
- PRIORITY 2: NF-III and above employees occupying permanent positions that are a feeder group to covered positions in Clubs, Golf, Bowling and Lodging
- PRIORITY 3: Non-Career Program Employees who participated in the current year NAF-DT.

**2. HOW MUCH DOES NAF TA PAY?**

- TA is limited to 75% of tuition costs not to exceed \$187.50 per semester hour or \$124.50 per quarter hour (Maximum \$562.50 per course)
- TA is limited to \$3500 per person, per fiscal year
- TA does not cover books, laboratory fees or other related costs
- TA is not provided, whole or in part, for courses for which the employee is receiving other federal or state tuition subsidies such as Veterans Administration educational benefits, scholarships, grants, etc.

**3. WHAT COURSES WILL TA PAY FOR?**

- Tuition Assistance reimbursement for nongovernment training is not authorized for the sole purpose of getting a degree, but rather for the purpose of developing those skills, abilities, and knowledge that best qualify the employee for the performance of their official duties.
- TA is not provided for Post-Masters coursework or for courses at a lower level equal to a degree already obtained

**4. WHAT IS THE APPLICATION DEADLINE?**

- Applications for Tuition assistance should be received 45 days prior to the starting date of the course
- Applications will not be considered after the starting date of the course under any circumstance

**5. HOW DO I APPLY?**

- Current employees who meet eligibility requirements must submit the following documents to [AFPC.NAFCAREERS@US.AF.MIL](mailto:AFPC.NAFCAREERS@US.AF.MIL):
  - Completed SF 182 (Instructions are included below. Incomplete and/or incorrect forms will be returned to the member)
  - Copy of the course description and university's fee schedule scanned from the current catalog or saved as an .html or "print screen" from the university's website
  - Most current AF 2545
  - Signed copy of the TA Agreement

**6. Other things to note:**

- If the member withdraws from the course after TA has been approved, he/she must notify the CP immediately to ensure the funds are de-obligated and available for other uses.
  - Any questions should be directed to the NAF Career Program at DSN 665-2596 or via email, [AFPC.NAFCAREERS@US.AF.MIL](mailto:AFPC.NAFCAREERS@US.AF.MIL)
-

## HOW TO COMPLETE THE SF 182

Use the attached SF 182 and TA Agreement



SF182.pdf



TA Agreement.doc

- Open the electronic version of the SF 182
- Complete the form using the instructions below (Always scroll up and down w/arrow or you may lose data)
- If possible, obtain signatures electronically

### INSTRUCTIONS FOR SF 182

**Note:** You may leave blank any block for which instructions are not provided or do not apply

#### Section A - Trainee Information

1. **Name** – Last name, first, middle initial
2. **Social Security Number** – Enter the nine (9) digit SSN i.e. (123-45-6789)
3. **Date of Birth** - Self explanatory
4. **Home Address** – Enter home address, include street number, city, state, and zip code
5. **Home Telephone Number** – Enter area code, home telephone number
6. **Position Level** – Self explanatory
7. **Organization Mailing Address** – This is the internal agency address of your Branch-Division/Office/Bureau/Agency, include the street name, city, state and zip code.
8. **Office Telephone Number** – Enter area code, office telephone number and extension
9. **Work E-Mail Address** – Agency e-mail address
10. **Position Title** – Current position within the agency
11. **Does Applicant need Special Accommodation?** Indicate “Yes” or “No”. Describe the requirements in the space provided or on a separate sheet
12. **Type of Appointment** – (Regular or Flex)
13. **Education Level** – Use the education level codes listed below  
Enter **13** for Bachelor’s degree  
Enter **14** for Post Bachelor  
Enter **15** for 1<sup>st</sup> professional  
Enter **16** for Post 1<sup>st</sup> professional  
Enter **17** for Master’s degree  
Enter **18** for Post master’s degree  
Enter **19** for Sixth-year degree  
Enter **20** for Post-sixth year  
Enter **21** for Doctorate degree  
Enter **22** for work beyond the Doctorate
14. **Pay Plan** – Enter NF
15. **Series** – The position classification four digit series (e.g. 0201)
16. **Grade** – Enter III or IV
17. **Step** – LEAVE BLANK FOR NAF APPLICATIONS

#### Section B – Training Course Data

- 1a. **Name and Mailing Address of Training Vendor** – Street number, city, state, and zip code of School/University
- 1b. **Location of Training Site** – Provide mailing address of the training site if different from 1a
- 1c. **Vendor Telephone Number** – Self explanatory
- 1d. **Vendor E-mail Address** – Self explanatory
- 2a. **Course Title** – Self explanatory
- 2b. **Course Number Code** – Table 188 Code (Link located on Page 2 of SF 182)
3. **Training Start Date** – Enter start date as YYYY-MM-DD (2008-12-15)
4. **Training End Date** – Enter end date as YYYY-MM-DD (2008-12-19)
5. **Training Duty Hours** – Insert the number of duty hours for training



3. **HR Specialist**
  - a. **NAF Career Program Administrator**
  - b. **210-565-2596**
  - c. **AFPC.NAFCAREERS@US.AF.MIL**
  - d. **LEAVE BLANK**
  - e. **LEAVE BLANK**

**Section E – Approvals/Concurrence**

1. **Authorizing Official (CP Manager)**
  - a. **NAF Career Program Administrator**
  - b. **210-565-2596**
  - c. **AFPC.NAFCAREERS@US.AF.MIL**
  - d. **LEAVE BLANK**
  - e. **LEAVE BLANK**

**Section F – Certification of Training Completion and Evaluation**

1. **Authorizing Official – (Course completion certifier i.e. instructor, Civilian Training Office)**
  - a. **NAF Career Program Administrator**
  - b. **210-565-2596**
  - c. **AFPC.NAFCAREERS@US.AF.MIL**
  - d. **LEAVE BLANK**
  - e. **LEAVE BLANK**

					Phone: 877-215-0009
<b>Excelsior College</b>	20% Undergraduate 15% Graduate	Federal employees, their spouses and domestic partners	Online, hybrid	<a href="#">Excelsior College Federal Portal</a>	Toll-free at 888-647-2388 ext. 2 or via Email at admissions@excelsior.edu
<b>Georgetown University School of Continuing Studies</b>	10% scholarship applied to Georgetown's published tuition rate for the relevant SCS Program each academic semester.	Federal Employees	On-Campus and Online	<a href="http://scs.georgetown.edu/opm-federal-scholarship-alliance/">http://scs.georgetown.edu/opm-federal-scholarship-alliance/</a>	Email: <a href="mailto:scsscholarships@georgetown.edu">scsscholarships@georgetown.edu</a>
<b>Penn State University World Campus</b>	5% tuition reduction on competitive Penn State World Campus tuition rates, with no program exclusions or out-of-state rates.	Federal employees, their spouses and legal dependents	Online, hybrid	<a href="#">Penn State World Campus Federal Portal</a>	<a href="#">Contact Form</a> World Campus Contacts Call or Email Toll Free: 800-252-3592 Local/International: 814- 865-5403 Fax: 814-865-3290 Email: <a href="mailto:pennstateonline@psu.edu">pennstateonline@psu.edu</a>  Penn State World Campus The Pennsylvania State University 128 Outreach Building University Park PA 16802
<b>Saint Mary's University of Minnesota</b>	10% Tuition Grant, making ONLINE tuition range \$405-\$571.50 Waived Application Fee. Online courses range in credit hours from 1-4.  ON CAMPUS tuition range \$310.50 - \$711.00 Waived Application Fee. On campus courses range in credit hours from 1-5	Federal employees, their spouses and legal dependents	Online, On-Campus, Hybrid	<a href="#">St. Mary's University of Minnesota Federal Portal</a>	Admissions Contact Information University Admissions: 877-308-9954 Website: <a href="http://FedGovAtSaintMarys.com">FedGovAtSaintMarys.com</a>

<b>University of Maryland Francis King Carey School of Law</b>	Federal Employee (FEDEM) Grant equivalent to a 10 percent tuition discount	Federal Employees and/or their legal Spouses	On Campus, some programs online	<a href="http://www.law.umaryland.edu/prospective/FED/EM/">http://www.law.umaryland.edu/prospective/FED/EM/</a>	Admissions counselor by telephone at (410) 706-3492, or via email to <a href="mailto:admissions@law.umaryland.edu">admissions@law.umaryland.edu</a> .
<b>University of Maryland (UMD), Robert H. Smith School of Business (Smith)</b>	FEDEM Grant in the form of a 30% credit to their student tuition. The dollar amount of the Grant will vary based on which Eligible Smith Program the participants enroll in and whether the tuition rate is in-state or out-of-state or per semester or per credit.	Federal Government employees and/or their spouses	On campus and Online	<a href="https://www.rhsmith.edu/fedgrant">https://www.rhsmith.edu/fedgrant</a>	Email: <a href="mailto:aowens@rhsmith.edu">aowens@rhsmith.edu</a> SUBJECT LINE: Federal Employee
<b>University of Maryland University College</b>	Application fee waiver  25% discount on out-of-state tuition for most programs  5% discount on tuition for graduate specialty programs	Federal employees, their spouses and legal dependents	Online, hybrid	<a href="#">UMUC Federal Portal</a>	Contact Information: 1-844-UMUC-FED <a href="mailto:fedprogram@umuc.edu">fedprogram@umuc.edu</a>  <a href="#">Federal Contact Form</a>  <a href="#">Online Application for Admission</a>  Mailing Address: 3501 University Blvd. East Adelphi, MD 20783  Academic Center at Largo (Student Services): 1616 McCormick Drive Largo, MD 20774

## PRIVACY ACT DATA

The Privacy Act of 1974, 5 U.S.C. § 552a, Public Law No. 93-579, (Dec. 31, 1974) establishes a Code of Fair Information Practice that governs the collection, maintenance, use, and dissemination of Personally Identifiable Information about individuals that is maintained in systems of records by federal agencies.

Examples of Personal Identifiable Information (PII) are below but this is not all inclusive. Information that can be used to uniquely identify, contact, or locate a person or can be used with other sources to uniquely identify a individual should be protected under the Privacy Act.

- Social Security Numbers (SSN) in any form (truncated, masked, semi-masked, encrypted or disguised)
- Since SSN are considered High Impact PII only use them on documents, products, etc., if absolutely needed
- Marital status (single, divorced, widowed, separated)
- Number, name, and sex of dependents
- Civilian educational degrees/major areas of study (unless relates to professional qualifications for Federal employment)
- School and year of graduation (if in connection with professional qualifications for Federal Employment)
- Home of record
- Home address and phone numbers including recall rosters.
- Age and date of birth (year)
- Present or future assignments for overseas or for routinely deployable or sensitive units
- Office and unit address and duty phone for overseas or for routinely deployable or sensitive units
- Race/ethnic origin

Protecting privacy information is the responsibility of every federal employee, military member, and contractor who handles. Unauthorized disclosure or misuse of privacy act information may result in criminal and/or civil penalties.

## PROTECTING PRIVACY ACT DATA

### DURING DUTY HOURS

- Place in an out-of-sight location if work area accessible to those who do not have a need to know.

### AFTER DUTY HOURS

- Store so as to prevent unauthorized access.
- Normally locked buildings/rooms may provide adequate protection as long as everyone having access has need to know.
- Otherwise locked up in file cabinets, desks, bookcases, etc.

## WHEN SHARING PRIVACY ACT INFORMATION WITHIN DoD

(Refer to guidance for sharing outside DoD)

Make sure it is appropriately marked (see markings).  
Do not indiscriminately use markings, only use when FOUO present.  
Everyone receiving it must have a need to know.

Ensure it is protected from unauthorized disclosure, loss, or alteration (see markings/protecting).

## MARKING PRIVACY ACT DATA

### DOCUMENTS

- Must have "FOR OFFICIAL USE ONLY" on the top of the document or in the header.
- Must have the following statement at the bottom or in the footer: "The information herein is For Official Use Only (FOUO) which must be protected under the Freedom of Information Act of 1966 and Privacy Act of 1974, as amended. Unauthorized disclosure or misuse of this PERSONAL INFORMATION may result in criminal and/or civil penalties."
- Use of the AF Form 3227 or DD Form 2923, Privacy Act Cover Sheet is mandatory at all times to avoid casual viewing from individuals who may not have a need to know or when data is not in its protected workplace.

### EMAILING

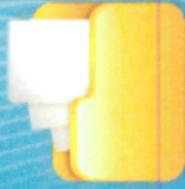
- Must have For Official Use Only ("FOUO") in the Subject Line, before the subject.
- Must have the following statement at the beginning of the email: "The information herein is For Official Use Only (FOUO) which must be protected under the Privacy Act of 1974, as amended. Unauthorized disclosure or misuse of this PERSONAL INFORMATION may result in criminal and/or civil penalties."
- Org boxes/group distro list shouldn't be used (unless verified everyone receiving has need to know).
- Must be digitally signed and encrypted.

### FAXING

- It is recommended to not fax unless absolutely necessary.
- Personnel must be standing by the receiving fax for the entire duration of transmission.
- Ensure the document(s) have the required FOUO markings.
- Use the AF Fm 3227, Privacy Act Cover Sheet as the coversheet to indicate you are faxing FOUO.

### REMOVABLE ELECTRONIC STORAGE DATA

- AFVA 33-276, Privacy Act Label is mandatory on the covers of removable electronic storage media such as Laptops, Government Hard drives, DVDs, CDs, diskettes, and tapes.



Refer to AFI 33-332 and AFI 31-401 for further guidance and updates

by completing AF Form 2550, *NAF Application for Promotion or Other Position Change*.

1.8.13. **Alternative Work Schedules (AWS).** Section 1041 of the National Defense Authorization Act for Fiscal Year 1996 amended Section 6121(2) of 5 U.S.C. This amendment added NAF employees to the group of employees who are covered by P.L. 97-221, Federal Employees' Flexible and Compressed Work Schedules Act of 1982, thereby removing them from the basic overtime requirements imposed by FLSA and 5 U.S.C. for the purpose of AWS. Flexible and compressed work schedules (jointly referred to as AWS) must strictly comply with the provisions of P.L. 97-221; 5 U.S.C., Chapter 61, Subchapter II, Flexible and Compressed Work Schedules; and 5 C.F.R., Part 610, Hours of Duty.

1.8.14. **Telework Program.** Department of Defense Instruction (DoDI) 1035.01, *Telework Policy*, establishes policy, assigns responsibilities, and prescribes procedures for implementing DoD telework programs. Telework is a discretionary workplace flexibility. Telework is not a right and may be terminated at the discretion of the supervisor and/or commander, or in response to an employee's request.

1.8.14.1. Purpose. To establish telework guidance for Air Force Nonappropriated Fund (AFNAF) employees under which eligible employees may participate in telework to the extent possible without diminished employee work performance or customer service; to establish a process that increases options for continuity of operations (COOP) during emergency or pandemic situations; to promote AFNAF as an employer of choice; to improve the recruitment and retention of high-quality employees through enhancements to employees' quality of life; to enhance efforts to employ and accommodate people with disabilities, including employees who have temporary or continuing health problems, or who might otherwise have to retire on disability.

1.8.14.2. Terms Explained.

1.8.14.2.1. Alternative worksite means a place away from the traditional worksite that has been approved for the performance of officially assigned duties. It may be an employee's home, a telework center, or other approved worksite.

1.8.14.2.2. Approving Official. The individual who has final authority to approve or disapprove telework agreements. The FSS commander/director at installation level, or the higher headquarters equivalent at MAJCOMs DRUs, and FOAs.

1.8.14.2.3. Eligibility. Characteristics of the job position and the employee that identify suitability for teleworking as determined by the supervisor or other appropriate management official in the employee's chain of command.

1.8.14.2.4. Official worksite/duty station. Official duty station has been defined in federal travel regulations as the employee's designated post of duty, the limits of which will be: "...the corporate limits of the city or town in which the employee is stationed. If the employee is not stationed in an incorporated city or town, the official station is the reservation, station, or established area, or, in the case of large reservations, the established subdivision thereof having definite boundaries within which the designated post of duty is located."

1.8.14.2.5. Regular and recurring telework. An approved work schedule where eligible employees work at an alternative workplace on a regular, recurring, and ongoing basis at least twice each biweekly pay period.

1.8.14.2.6. Situational telework. Telework that occurs on an occasional non-routine or ad hoc basis. Telework that occurs to complete short-term special assignments or to accommodate special circumstances is also considered situational even though the telework may occur continuously for a specific period. Examples of situational telework include telework as a result of inclement weather, doctor appointment, or special work assignments and is sometimes also referred to as situational, episodic, intermittent, unscheduled, or ad-hoc telework. Situational telework is approved on a case-by-case basis.

1.8.14.2.7. Telework. The term telework refers to a work flexibility arrangement under which an employee performs the duties and responsibilities of such employee's position, and other authorized activities, from an approved worksite other than the location from which the employee would otherwise work.

1.8.14.2.8. Telework agreement. A written agreement, completed and signed by an employee and the authorized management official(s) via the DD Form 2946, *Department of Defense Telework Agreement*, that outlines the terms and conditions of the telework arrangement.

1.8.14.2.9. Telework center. A GSA facility or GSA-approved facility that provides a geographically convenient office setting with workstations and other office facilities and services that are used by civilian employees from more than one organization.

1.8.14.2.10. Telework site. Alternative worksite location where an employee performs assigned official duties.

1.8.14.2.11. Traditional worksite. Location where an employee would work absent an alternative workplace arrangement.

1.8.14.3. Responsibilities.

1.8.14.3.1. Headquarters Air Force Services (AF/AIS) shall:

1.8.14.3.1.1. Approve NAF Telework Program policies.

1.8.14.3.1.2. Coordinate NAF Telework Program with appropriate Air Staff offices.

1.8.14.3.2. AFSVA/SVX shall:

1.8.14.3.2.1. Develop and issue implementing instructions, standardized reports, and revisions.

1.8.14.3.2.2. Maintain administrative oversight of the NAF Telework Program.

1.8.14.3.3. FSS Commander/Director shall:

1.8.14.3.3.1. Determine squadron participation and approves employee request and eligibility in the program.

1.8.14.3.3.2. Ensure proper implementation of the NAF telework program in

accordance with these implementing guidelines.

1.8.14.3.3.3. Ensure supervisors and managers of teleworking employees complete training prior to entering into the written agreement.

1.8.14.3.3.4. Have final approval authority for all telework agreements. Notifies the requestor, in writing, within 5 working days whether or not the application is approved. If approved, the application is provided to the supervisor, the NAF-Human Resources (NAF-HR) Section, and the employee. If the application is disapproved, writes a memorandum to the employee explaining the reasons for disapproval. A copy of the memorandum is sent to the first-level supervisor.

1.8.14.3.4. Supervisors/Managers shall:

1.8.14.3.4.1. Successfully complete the basic telework training modules (Telework 101) found on [www.telework.gov](http://www.telework.gov) before entering into a written agreement to telework.

1.8.14.3.4.2. Determine which NAF positions in their organization are eligible for regular and recurring or situational telework based on Air Force NAF criteria for position and employee eligibility.

1.8.14.3.4.3. The first-level supervisor reviews the telework application for completeness and accuracy. When the application is found to be acceptable, the supervisor, within 5 calendar days, endorses the application to the approving official with a recommendation for either approval or disapproval.

1.8.14.3.4.4. Ensure completion of the DD Form 2946, prior to the commencement of either regular and recurring or situational telework.

1.8.14.3.4.5. Establish and approve telework schedules to meet mission requirements.

1.8.14.3.4.6. Upon receipt of an employee's DD Form 2946, forwards through the appropriate channel to the approving official for approval/disapproval.

1.8.14.3.5. Employees shall:

1.8.14.3.5.1. Successfully complete the basic telework training modules (Telework 101) found on [www.telework.gov](http://www.telework.gov) before entering into a written agreement to telework.

1.8.14.3.5.2. Complete the Telework Request and Eligibility Checklist (**Figure 1.2**) and DD Form 2946 and submit through appropriate channels for approval/disapproval.

**Figure 1.2. Telework Request and Eligibility Checklist****PART A – To be completed by the Employee**

1. NAME \_\_\_\_\_
2. POSITION TITLE \_\_\_\_\_
3. PAY PLAN, SERIES, and GRADE \_\_\_\_\_
4. TYPE OF TELEWORK REQUESTED       Recurring       Situational
5. DATE REQUESTED \_\_\_\_\_
6. SIGNATURE \_\_\_\_\_

**PART B – To be completed by the Supervisor**

1. Position Eligibility:
  - Position is not developmental in nature and does not require the employee to be in the office for on-the-job training or to learn the organization
  - Position involves tasks and work activities that are portable and do not require the employee to be at the traditional worksite
  - Position does not require handling of secure information (Management determines what information is too secure or sensitive to be taken from the workplace)
  - Is not dependent on daily face-to-face contact with the supervisor, colleagues, customers or the general public
  - Work performed is measurable
2. Employee Eligibility:
  - Demonstrated dependability and the ability to handle responsibility
  - Ability to prioritize work effectively and utilize good time management skills
  - Proven or expected minimum performance rating of “fully successful” or equivalent
  - Possesses experience in performing the tasks and duties of the position
3. If all items above are checked, have employee complete the Telework Agreement and APPROVE this request. If ANY of the items are not checked and accommodations cannot be made, DENY the request.

**Supervisor’s Signature** \_\_\_\_\_**CC/CL Signature** \_\_\_\_\_ APPROVED DENIED

1.8.14.3.5.3. Complete and sign a safety checklist that proclaims their home safe for an official home worksite. The goal is to ensure that all requirements to do official work are met in an environment that allows the tasks to be performed safely.

1.8.14.3.5.4. Ensure that a proper work environment is maintained in instances where the home is the alternative worksite (e.g. dependent care arrangements are maintained and do not interfere with the home office, personal disruptions such as non-business telephone calls and visitors are kept to a minimum). Telework is not a substitute for dependent care.

1.8.14.3.5.5. Must have a written telework agreement (regardless of whether telework is regular and recurring, or situational). The agreement is mandatory in order for any employee to participate in telework.

1.8.14.3.6. FSS NAF-Human Resources Section shall:

1.8.14.3.6.1. Ensure supervisors and participants adhere to all policies and procedures.

1.8.14.3.6.2. Provide appropriate notification to local labor organizations and ensure labor relations obligations are completed prior to local implementation of the telework program.

1.8.14.3.6.3. Serves as an advisor for installation leadership.

1.8.14.3.6.4. Serves as a resource for managers and employees on telework matters.

1.8.14.3.6.5. Track employee participation and provide usage data to AFSVA/SVXHR at the end of each calendar year.

1.8.14.3.6.6. Distribute information on telework throughout the workplace and include in periodic training events.

1.8.14.3.6.7. Brief new employees occupying telework eligible positions to ensure they are aware of their telework responsibilities, should telework be offered or requested.

1.8.14.4. Telework Applicability. Telework is an effective strategy for mission accomplishment, ensuring continuity of operations (COOP) in a crisis, and recruiting and retaining valued talent. Telework for applicable NAF jobs can be used:

1.8.14.4.1. On a regular and recurring basis.

1.8.14.4.2. On a situational, non-routine, or ad hoc basis:

1.8.14.4.2.1. To perform large projects or tasks that requires concentration and uninterrupted blocks of time for successful completion.

1.8.14.4.2.2. For supervisor or commander directed Web-based distance and continuous learning, including educational requirements required by law or regulation. Training requested by an employee is subject to the supervisor's or commander's approval, as applicable, and must conform to the provisions of applicable regulations.

1.8.14.4.2.3. When the traditional worksite is closed during adverse or inclement weather conditions (e.g., snow emergencies, floods, hurricanes).

1.8.14.4.3. As a regular, situational, or ad hoc arrangement for employees with impairments, as appropriate. The DoD Computer/Electronic Accommodations Program may provide services and accommodations (e.g., assistive devices and technology) for employees with impairments teleworking under an approved telework arrangement. In the case of covered employees, telework arrangements may be a form of reasonable accommodation pursuant to sections 791 and 794a of title 29, United States Code (U.S.C.) (also known as “The Rehabilitation Act of 1973, as amended”). The Rehabilitation Act of 1973, as amended, does not apply to military personnel.

1.8.14.4.4. Periodically (as practice) to prepare for COOP and an efficient transition to telework in the event of an emergency situation.

1.8.14.5. Telework Eligibility. To the extent that mission requirements and customer service are not jeopardized or diminished, the commander may permit employees to telework who exhibit suitable work performance 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 or face-to-face interaction with customers) to the extent possible.

1.8.14.5.1. To be able to participate in telework, an employee must first be identified as eligible. The Telework Act specifies two categories of employees who may not be deemed eligible under any circumstances: an employee who “has been officially disciplined for being absent without permission for more than 5 days in any calendar year” and an employee who “has been officially disciplined for violations of subpart G of the Standards of Ethical Conduct of Employees of the Executive Branch for reviewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties [Public Law 111-292, 6502(a)(2)(A)(B)].” The term “official discipline” should be understood as a disciplinary action that results in the placement of a document in an employee’s official personnel file (OPF). Specific determinations for eligibility are left to the discretion of the FSS Commander/Director.

1.8.14.5.2. Telework eligibility criteria should be applied impartially and consistently. Supervisors or commanders should allow flexibility for employees to telework to the extent that mission readiness or accomplishment and customer service is not compromised. Regular, routine use of telework programs will allow supervisors, and employees to identify and resolve technology, equipment, communications, workflow, and associated issues that could impact the efficiency of mission accomplishment and inhibit the transparency of remote work.

1.8.14.5.3. Telework is a discretionary workplace flexibility. Employees cannot be ordered to telework, unless the employee’s duties are designated as mission-critical or the employee’s telework agreement addresses this requirement. Telework is not an entitlement and not all employees are eligible to telework. Although there may be circumstances when employees in these positions may be considered for telework on a situational basis, employees in the following types of positions are typically not eligible for telework:

1.8.14.5.3.1. Employees in positions that require, on a daily basis, an on-site activity or face-to-face personal contacts that cannot be handled remotely or at an alternate workplace (e.g., hands-on contact with machinery, equipment, or vehicles).

1.8.14.5.3.2. Employees whose performance or conduct warrants more close supervisory direction than telework may provide, whose rating of record is below fully successful (or its equivalent), whose conduct has resulted in disciplinary action within the past 12 months, or who have unresolved security issues.

1.8.14.5.3.3. Employees recently assigned or newly appointed to trainee or entry level positions.

1.8.14.5.3.4. The length of time for which the employee is deemed ineligible for telework is at the commander's/director's discretion and should be based upon criteria identified and addressed in this guidance (e.g., the employee's performance within the first 6 months in the position or at mid-term review is at an acceptable level).

1.8.14.5.3.5. Management is encouraged to review all positions for determining telework eligibility based on the criteria in this guidance.

#### 1.8.14.6. Telework Requirements.

##### 1.8.14.6.1. Telework Agreements.

1.8.14.6.1.1. All employees who telework on a regular and recurring basis or situational basis must complete a DD Form 2946. The DD Form 2946 shall be signed and dated by the employee and supervisor and maintained by the employee's supervisor. Completed DD Form 2946s should address the logistics of alternate workplace arrangements such as the employee's work schedule, security requirements for DoD information, safety requirements for alternate workplace, supplies and equipment used, the supervisor's expectations of a teleworker's performance, and the employee's emergency response telework responsibilities. All telework agreements, regardless of the employee's emergency response status, should address:

1.8.14.6.1.1.1. The employee's telework location (e.g., the employee's home or other approved alternate workplace such as a telework center, when appropriate).

1.8.14.6.1.1.2. Whether the employee will telework when the traditional worksite is closed (e.g., emergency dismissal due to adverse weather conditions such as snow emergencies, floods, hurricanes, or any other type of emergency situation).

1.8.14.6.1.2. If the employee's home is the telework location, it is the responsibility of the employee to make certain that a safe work environment is maintained while teleworking. Employees should designate one section of the home as the telework work station for purposes of the telework agreement and complete and sign a self-certification safety checklist as part of the initial submittal of the DD Form 2946 prior to beginning the telework arrangement.

1.8.14.6.1.3. Telework agreements shall be reviewed by the supervisor and teleworker, re-validated at least every 2 years, and revised when appropriate. A new DD Form 2946 should be completed when a new relationship is established between the employee and their supervisor.

1.8.14.6.1.4. Teleworkers may be required to return to the traditional worksite on scheduled telework days based on operational requirements. A recall to the office for operational reasons is not a termination of the telework agreement. Requests by teleworkers to change their scheduled telework day(s) in a particular week or biweekly pay period should be accommodated by the supervisor where practicable and consistent with mission requirements. A permanent change of the telework agreement must be reflected by approval of a new DD Form 2946.

1.8.14.6.2. Official Worksite. Designation of the official worksite shall be established for an employee on an approved regular telework schedule on a case-by-case basis consistent with the guidance set forth in section 531.605 of title 5, Code of Federal Regulations. The official worksite for an employee covered by a telework agreement is the location of the traditional worksite for the employee's position (i.e., the place where the employee would normally work absent a telework agreement), as long as the employee is scheduled to report physically at least twice each biweekly pay period on a regular and recurring basis to the traditional worksite.

1.8.14.6.3. Security Considerations. Employees are responsible for safeguarding all DoD information, protecting government furnished equipment and government property, and performing assigned duties while teleworking in support of mission requirements. Employees who telework from home must comply with criteria and guidelines established by the installation for keeping Government property and information safe and secure. Restrictions may apply to employees located outside the continental United States (OCONUS).

1.8.14.6.4. Equipment and Office Supplies. Installations may provide the necessary equipment and office supplies (e.g. paper, toner, and printer ink) for use by employees who telework on a regular and recurring basis, within budgetary constraints, based on the nature and type of work performed. Coordination with the Installation Comptroller and/or Resource Manager (in the case of Nonappropriated Funds) is required to determine availability of funds for telework equipment. Equipment and supplies may be furnished for employees who telework on a situational or ad hoc basis upon availability of funds. Employees must comply with equipment usage requirements set forth in the telework agreement. Installations may provide funding to install telephone lines, broadband, or other necessary telecommunications equipment in a private residence for employees that telework on a regular and recurring basis. The Air Force is not responsible for any operating costs associated with employee's personal equipment and residence at alternative worksites. This includes maintenance, insurance, and utilities.

1.8.14.6.5. Emergency Situations. Employees who perform mission-critical duties may be required to work from home or an alternate workplace such as a telework center during an emergency situation. Installations are strongly encouraged to have these employees complete a DD Form 2946. The telework agreement should address

the telework location and work expectations. To the extent practicable, supervisors will include a description of emergency duties with the telework agreement if emergency duties are different from the employee's normal duties. In the event of a pandemic health crisis, employees with COOP responsibilities may be asked to telework to prevent the spread of germs. These employees should telework on a regular basis to ensure their proficiency and telework's effectiveness in continuing operations. Employees in positions not typically eligible for telework should telework on a situational basis when feasible. Employees who may be required to telework in the event of a pandemic should have a signed DD Form 2946 in place.

1.8.14.6.5.1. Employees approved for regular and situational telework who are not able to report to their assigned office location due to office closure or dismissal from a natural or man-made emergency event (e.g., hurricane, earthquake, wild fire, snow storm, flooding, act of terrorism) shall continue to telework each regularly scheduled work day during the emergency situation. Designated employees who are unable to work due to injury or illness or dependent care responsibilities will request leave appropriate for those circumstances. If circumstances permitting excused absence for other non-teleworking employees also prevent the teleworker from working at the telework location (e.g., loss of electrical power; evacuation by local authorities; or the employee cannot access materials necessary to continue work during the emergency), the employee shall attempt to contact a supervisor to be excused from duty. Supervisors may administratively excuse the designated teleworker from teleworking on a case-by-case basis. If the teleworker is unable to communicate with their supervisor to be excused from duty and cannot maintain their remote working status, the teleworker should follow the installation's emergency guidance, orders, and procedures (e.g., outlined in COOP and other applicable emergency management plans). Any requirement that a teleworker continue to work if the installation closes or dismisses employees early should be included in the employee's DD Form 2946.

1.8.14.6.5.2. When an employee's residence or other approved alternate workplace has been designated as a safe haven during an emergency, such as a pandemic health crisis evacuation, the supervisor may assign any work necessary, as long as the employee has the skills to perform the assigned work, without regard to the employee's grade or pay band level. In cases where a safe haven is designated, a DD Form 2946 does not need to be in place.

1.8.14.6.5.3. Employees designated as mission-critical should telework on a regular basis to ensure their proficiency and telework's effectiveness in continuing operations in the event of an emergency or pandemic. Mission-critical employees in positions not typically eligible for telework should telework on a situational basis, when feasible. Such employees should have a signed DD Form 2946 in place.

1.8.14.6.6. Work Schedules and Compensation. Employees who telework must be at their alternate worksite during their scheduled tours of duty. Employees may not use telework as a substitute for dependent care, e.g., child or elder care. Employees who telework may also have alternate work schedules at the discretion of the supervisor.

Employees may work part of the day at their approved alternate worksite and part of the day at the traditional worksite to accommodate work schedules and personal commitments (e.g., to attend a training course or a medical appointment located near the employee's alternate worksite prior to reporting to the traditional worksite). Premium pay provisions that apply to work at the traditional worksite also apply to employees who telework. Employees may work overtime only when specifically ordered and approved in advance by the supervisor. Instances in which employees perform overtime work without prior supervisory approval may be cause for administrative or disciplinary action.

1.8.14.6.7. Time and Attendance. Time spent in a telework status must be accounted for and reported in the same manner as if the employee reported for work at the traditional worksite. Supervisors should establish appropriate procedures for documenting hours of work and approved leave for teleworkers to ensure telework hours are appropriately coded as regular and recurring, situational, or medical. Employees must record dates of telework accomplished so installation telework usage can be tracked.

1.8.14.6.8. Telework Training. Employees participating in telework should take telework training prior to teleworking. Supervisors should also take part in telework training. Comprehensive OPM telework training courses for supervisors and employees are available at the joint OPM/GSA telework website, [http://www.telework.gov/tools\\_and\\_resources/training/index.aspx](http://www.telework.gov/tools_and_resources/training/index.aspx). Employees, supervisors, and leaders shall be permitted to participate in telework training during the work day.

1.8.14.6.9. Performance Management. Performance standards for employees that telework should be the same as performance standards for on-site employees. As with any supervisory relationship, work assignments to be performed or training to be accomplished while on telework should be agreed to, and understood, in advance of the telework event. Supervisor expectations of an employees' performance should be clearly addressed in the DD Form 2946. As with on-site personnel, employees shall be held accountable for the results they produce while teleworking. Supervisors shall communicate expectations of telework arrangements, including work assignments, office coverage, and staff communication to teleworking and non-teleworking employees in the workgroup.

1.8.14.6.10. Telework Denial and Termination. A telework request may be denied by the supervisor. A telework agreement may be terminated at the discretion of the supervisor or at the employee's request. When an employee's request to telework is denied or an agreement is terminated by the supervisor, the reasons for denial or termination should be documented in writing and given to the employee. Denial or termination of telework agreements should be based on business reasons (e.g., the telework agreement fails to meet the organization's needs or the employee's performance does not meet the prescribed standard). Employees may dispute the denial of telework, the reasons given for a denial, and the termination of an existing telework agreement through the negotiated grievance procedures or administrative procedures per AFMAN 34-310, as applicable.

1.8.14.6.11. Workers' Compensation and Other Liabilities. The Government is not liable for damages to the employee's personal or real property while the employee is working at the approved alternative worksite, except to the extent the Government is held liable by the Federal Tort Claims Act. The employee is covered by the Longshore and Harbor Workers' Compensation Act (LHWCA) when injured or suffering from work-related illnesses while conducting official Government business. The employee agrees to notify the supervisor immediately of any accident or injury that occurs at the alternative worksite while performing official duties and to complete any required forms.



# Department of Defense INSTRUCTION

NUMBER 1035.01

April 4, 2012

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USD(P&R)

SUBJECT: Telework Policy

References: See Enclosure 1

1. PURPOSE. In accordance with the authority in DoD Directive 5124.02 (Reference (a)), this Instruction:

a. Reissues DoD Instruction 1035.01 (Reference (b)).

b. Establishes policy, assigns responsibilities, and prescribes procedures for implementing DoD telework programs.

c. Implements the provisions of sections 6501 through 6506 of title 5, United States Code (U.S.C.), as added by Public Law 111-292 (also known as the "Telework Enhancement Act of 2010") (Reference (c)); section 359 of Public Law 106-346 (Reference (d)); and sections 101 and 206 of title 37, U.S.C. (Reference (e)).

2. APPLICABILITY. This Instruction applies to:

a. OSD, the Military Departments, the Office of the Chairman of the Joint Chiefs of Staff and the Joint Staff, the Combatant Commands, the Office of the Inspector General of the Department of Defense, the Defense Agencies, the DoD Field Activities, and all other organizational entities within the DoD (hereinafter referred to collectively as the "DoD Components").

b. Employees (as defined in the Glossary) and Service members where indicated in the Instruction and at the discretion of the Heads of the OSD and DoD Components.

3. DEFINITIONS. See Glossary.

4. POLICY. It is DoD policy that telework shall be:

a. Actively promoted and implemented throughout the DoD in support of the DoD commitment to workforce efficiency, emergency preparedness, and quality of life. Telework facilitates the accomplishment of work; can serve as an effective recruitment and retention strategy; enhance DoD 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, including costs associated with payment of transit subsidies.

b. Authorized for the maximum number of positions to the extent that mission readiness is not jeopardized.

c. Used to the broadest extent possible by eligible employees on a regular and recurring basis, up to and including full-time telework, or a situational basis at an approved alternative worksite. Telework, however, is not an entitlement.

d. Periodically exercised to ensure its effectiveness in continuing operations in the event of a crisis or national emergency (e.g., pandemic influenza).

e. Used to help create employment and return-to-work opportunities for veterans, people with disabilities, and spouses of Service members and employees being relocated.

5. RESPONSIBILITIES. See Enclosure 2.

6. PROCEDURES. See Enclosure 3.

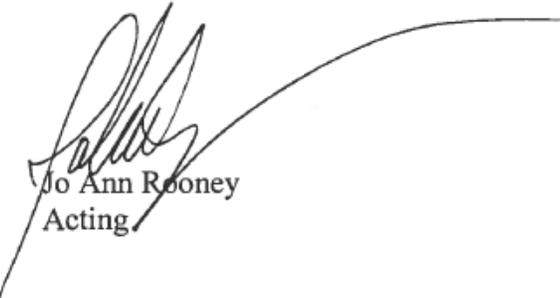
7. INFORMATION COLLECTION REQUIREMENTS. The DCPAS Annual Telework Report referred to in paragraph 7.f. of Enclosure 2 has been assigned Report Control Symbol (RCS) DD-P&R(A)2433 in accordance with DoD 8910.1-M (Reference (f)).

8. RELEASABILITY. UNLIMITED. This Instruction is approved for public release and is available on the Internet from the DoD Issuances Website at <http://www.dtic.mil/whs/directives>.

9. EFFECTIVE DATE.

a. This DoDI is effective upon its publication to the DoD Issuances Website.

b. If this DoDI is not otherwise reissued or cancelled in accordance with DoD Instruction 5025.01 (Reference (g)), it will expire effective April 4, 2022 and be removed from the DoD Issuances Website.



Jo Ann Rooney  
Acting

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ENCLOSURE 1

REFERENCES

- (a) DoD Directive 5124.02, "Under Secretary of Defense for Personnel and Readiness (USD(P&R))," June 23, 2008
- (b) DoD Instruction 1035.01, "Telework Policy," October 21, 2010 (hereby cancelled)
- (c) Sections 6501 through 6506 of title 5, United States Code, as added by Public Law 111-292 (also known as the Telework Enhancement Act of 2010)
- (d) Section 359 of Public Law 106-346, "Department of Transportation and Related Agencies Appropriations Act 2001," October 23, 2000
- (e) Sections 101 and 206 of title 37, United States Code
- (f) DoD 8910.1-M, "Department of Defense Procedures for Management of Information Requirements," June 30, 1998
- (g) DoDI 5025.10, "DoD Directives Program," October 28, 2007
- (h) DoD Directive 8000.01, "Management of the Department of Defense Information Enterprise," February 10, 2009
- (i) DoD Directive 8100.02, "Use of Commercial Wireless Devices, Services, and Technologies in the Department of Defense (DoD) Global Information Grid (GIG)," April 14, 2004
- (j) DoD Directive 8500.01E, "Information Assurance (IA)," October 24, 2002
- (k) DoD Directive 5400.11, "DoD Privacy Program," May 8, 2007
- (l) DoD 5400.11-R, "Department of Defense Privacy Program," May 14, 2007
- (m) Sections 791 and 794a of title 29, United States Code (also known as "The Rehabilitation Act of 1973, as amended")
- (n) Sections 531.605, 550.112(g), 550.409, 551.422, and 2635.704 of title 5, Code of Federal Regulations
- (o) DoD Instruction 5200.01, "DoD Information Security Program and Protection of Sensitive Compartmented Information," October 9, 2008
- (p) Section 552a of title 5, United States Code (also known as the "Privacy Act of 1974")
- (q) DoD 5400.7-R, "DoD Freedom of Information Act Program," September 4, 1998
- (r) Office of Management and Budget Memorandum 07-16, "Safeguarding Against and Responding to the Breach of Personally Identifiable Information", May 27, 2007
- (s) Office of Management and Budget Memorandum 06-16, "Protection of Sensitive Agency Information, June 23, 2006
- (t) Section 423 of title 41, United States Code (also known as section 27 of the "Office of Federal Procurement Policy Act, as amended")
- (u) Federal Acquisition Regulation, current edition
- (v) Defense Federal Acquisition Regulation Supplement, current edition
- (w) Page 13845 of Volume 71, Federal Register, March 17, 2006
- (x) Section 620 of Public Law 104-52, "The Treasury, Postal Service, and General Government Appropriations Act of 1996", November 19, 1995
- (y) Sections 1346(b), 1402(b), 2401(b), and 2761-1680 of title 28, United States Code (also known as "The Federal Tort Claims Act")

- (z) Section 3721 (also known as “The Military Personnel and Civilian Employees Claims Act”) of title 31, United States Code
- (aa) Chapter 81 of title 5, United States Code (also known as “The Federal Employees’ Compensation Act”)
- (ab) Chapter 18 of title 33, United States Code (also known as “The Longshore and Harbor Workers’ Compensation Act”)
- (ac) Section 630 of Public Law 105-277, “Omnibus Consolidated and Emergency Supplemental Appropriations Act, 1999,” October 21, 1998
- (ad) DoD Directive 8570.01, “Information Assurance Training, Certification, and Workforce Management,” August 15, 2004

ENCLOSURE 2

RESPONSIBILITIES

1. UNDER SECRETARY OF DEFENSE FOR PERSONNEL AND READINESS (USD(P&R)). The USD(P&R) shall oversee the development and implementation of a telework policy for the DoD.

2. DEPUTY ASSISTANT SECRETARY OF DEFENSE FOR CIVILIAN PERSONNEL POLICY (DASD(CPP)). The DASD(CPP), under the authority, direction, and control of the USD(P&R), through the Assistant Secretary of Defense for Readiness and Force Management (ASD(R&FM)), shall:

a. Develop DoD telework policy, guidelines, procedures, and processes.

b. Designate a DoD Telework Managing Officer (TMO) to implement, monitor, and evaluate the DoD's telework implementation program for compliance with this Instruction and section 6505 of Reference (c); serve as an advisor for DoD leadership; and serve as a resource for DoD Components.

c. Develop telework marketing materials.

d. Coordinate telework information technology requirements with the DoD Chief Information Officer DoD CIO).

3. DEPUTY ASSISTANT SECRETARY OF DEFENSE FOR MILITARY PERSONNEL POLICY (DASD(MPP)). The DASD(MPP), under the authority, direction, and control of the USD(P&R), through the ASD(R&FM), shall assist the DASD(CPP) with developing telework policies pertaining to military personnel.

4. ASSISTANT SECRETARY OF DEFENSE FOR RESERVE AFFAIRS (ASD(RA)). The ASD(RA), under the authority, direction, and control of the USD(P&R), shall assist the DASD(CPP) with developing telework policies pertaining to the Reserve Components.

5. DIRECTOR, DEFENSE HUMAN RESOURCE ACTIVITY (DHRA). The Director, DHRA, under the authority, direction, and control of the USD(P&R), shall:

a. Prepare consolidated reports on DoD-wide employee telework participation rates. Coordinate with the TMO to assess the progress made in achieving telework participation goals during the reporting period and other DoD goals relating to telework (e.g., the impact of telework on emergency preparedness, recruitment, and retention) and submit to the Office of Personnel

Management (OPM) for the annual Status of Telework in the Federal Government Report to Congress.

- b. Prepare DoD telework eligibility status reports.

6. DoD CHIEF INFORMATION OFFICER (CIO). The DoD CIO shall:

- a. Develop strategies and provide guidance for enterprise information technology capabilities and data security required to support telework.
- b. Oversee the evaluation of new and emerging technologies that facilitate telework and approve them for DoD-wide use, as appropriate.
- c. Establish criteria and guidelines for using and protecting Government furnished equipment (GFE) and non-GFE, including personally owned equipment, to access DoD information systems and networks to perform telework.

7. HEADS OF THE OSD AND DoD COMPONENTS. The Heads of the OSD and DoD Components shall:

- a. Develop, implement, and operate telework programs in accordance with law, this Instruction, and other applicable DoD policies.
- b. Delegate authority for telework implementation to subordinate authorities as deemed appropriate.
- c. Designate a Component Telework Coordinator or Manager to implement and evaluate the Component telework program for compliance with this Instruction and sections 6501 through 6506 of Reference (c); serve as an advisor for Component leadership; and serve as a resource for supervisors and employees.
- d. Actively promote telework within their respective Components, consistent with accomplishing their respective assigned missions, and make every effort to overcome artificial barriers to program implementation through education and training for leadership and supervisors on telework benefits and performance in a telework environment and the value of integrating telework into continuity of operations (COOP) activities.
- e. Designate positions to indicate telework eligibility and require documentation in the position record in the Defense Civilian Personnel Data System (DCPDS) or equivalent human resources system. Determine eligibility for all Component employees to telework; require documentation of employee telework eligibility in the employee record in DCPDS. Make telework position determinations when establishing new positions or filling vacant positions that were not previously designated for telework eligibility. Notify all Component employees of their telework eligibility.

f. Establish annual Component telework participation goals, track employee participation, monitor goal progress, and provide employee telework eligibility and participation data to (Defense Civilian Personnel Advisory Service) DCPAS for submission to OPM for the annual Status of Telework in the Federal Government Report to Congress.

g. Require employees or Service members who are eligible to telework and their supervisors to be fully trained on telework procedures including information technology and data security, and safety requirements consistent with the guidance in DoD Directives 8000.01, 8100.02, 8500.01E, and 5400.11, and DoD 5400.11-R (References (h) through (l)). Delegate authority to excuse those employees who are teleworking under an approved telework agreement as of the date of the issuance of this Instruction from mandatory training to subordinate authorities as deemed appropriate consistent with the guidance in section 6503 of Reference (c).

h. Require all employees who are authorized to telework to complete DD Form 2946, "Department of Defense Telework Agreement," available on the DoD Forms Management Program Website at <http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.

i. Monitor and assess Component telework implementation to ensure compliance with this Instruction, Component specific guidance, and collective bargaining agreements, as applicable.

ENCLOSURE 3

PROCEDURES

1. TELEWORK APPLICABILITY. Telework is an effective strategy for mission accomplishment, ensuring COOP in a crisis, and recruiting and retaining valued talent. Telework also benefits the environment by reducing traffic congestion and decreasing energy consumption and pollution. Telework can be used:

a. On a regular and recurring basis.

b. On a situational, non-routine, or ad hoc basis:

(1) To perform large projects, tasks that require concentration and uninterrupted blocks of time for successful completion, or to accomplish routine job tasks when practicable.

(2) For supervisor or commander directed Web-based distance and continuous learning, including educational requirements required by law or regulation. Training requested by an employee or Service member is subject to the supervisor's or commander's approval, as applicable, and must conform to the provisions of applicable regulations.

(3) When the regular worksite is closed during adverse or inclement weather conditions (e.g., snow emergencies, floods, hurricanes) or with supervisor approval when OPM announces that Government offices are open with the option for unscheduled telework when severe weather conditions or other circumstances disrupt commuting and compromise employee safety. More information on unscheduled telework options can be found in OPM's Washington D.C. Dismissal and Closure Procedures at <http://www.opm.gov/oca/compmemo/dismissal.pdf>. While this OPM instruction is intended to apply to situations affecting Federal employees in the Washington D.C. area, Federal Executive Boards coordinate similar procedures in other metropolitan areas based on this guidance. Components are authorized to implement this guidance when the local Commander makes operation status decisions for weather-related conditions for installations or sites outside of the Washington D.C. area.

c. As a regular or situational, arrangement for employees or Service members with impairments, as appropriate. The DoD Computer/Electronic Accommodations Program may provide services and accommodations (e.g., assistive devices and technology) for employees or Service members with impairments teleworking under an approved telework arrangement. In the case of covered employees, telework arrangements may be a form of reasonable accommodation pursuant to sections 791 and 794a of title 29, U.S.C. (also known as "The Rehabilitation Act of 1973, as amended") (Reference (m)). The Rehabilitation Act of 1973, as amended, does not apply to military personnel.

d. Periodically (as practice) to prepare for COOP and an efficient transition to telework in the event of an emergency situation.

## 2. TELEWORK ELIGIBILITY

a. The Department of Defense shall determine the eligibility of all employees to participate in telework. Eligible employees shall be permitted to telework to the maximum extent possible without diminished individual or organization performance. All employees shall be notified of their eligibility to telework.

b. Service member eligibility is discretionary and determined by the relevant commander or supervisor, consistent with this Instruction and Component specific guidance.

c. Foreign national employee eligibility and implementation will be determined jointly by the relevant overseas Service component commanders [OR SUPERVISOR], in accordance with the joint committee process applicable to the country concerned, and consistent with applicable host nation laws and regulations as well as international agreements and implementing arrangements.

d. Telework eligibility criteria should be applied impartially and consistently without prohibited factors being considered.

e. Supervisors or commanders should allow maximum flexibility for employees or Service members to telework to the extent that mission readiness or accomplishment is not compromised. Regular, routine use of telework programs will allow supervisors, employees, and Service members to identify and resolve technology, equipment, communications, workflow, and associated issues that could impact the efficiency of mission accomplishment and inhibit the transparency of remote work.

f. Telework is a discretionary workplace flexibility. Although use of telework is encouraged, employees cannot be ordered to telework, unless the employee's duties are designated as mission-critical and the employee is required to report to an alternative worksite or the employee's telework agreement addresses this requirement. In certain situations based on the following criteria, positions or employees may be identified as ineligible for telework. However when an employees' position is ineligible for telework, there may be circumstances or portions of employees' work (e.g., reading and analyzing documents, and preparing reports or other types of correspondence) when the employees in these positions may be considered for telework on a situational basis:

(1) Employees in positions that require, on a daily basis, direct handling of classified materials. Classified work at an approved alternative secure location may be allowed contingent on individual DoD Component requirements regarding such work, when situations warrant.

(2) Employees in positions that require, on a daily basis, an on-site activity or face-to-face personal contacts that cannot be handled remotely or at an alternative worksite (e.g., hands-on contact with machinery, equipment, or vehicles; direct patient care).

(3) Employees whose performance or conduct warrants more close supervisory direction than telework may provide; whose rating of record is below fully successful (or its equivalent);

whose conduct has resulted in disciplinary action within the past 12 months; or who have unresolved security issues that might influence telework eligibility (e.g., based on personal conduct, handling protected information, or use of information technology information systems).

(4) Employees recently assigned or newly appointed to trainee or entry level positions. The length of time for which the employee is deemed ineligible for telework is at the Component's discretion and should be based upon criteria identified and addressed in the Component's telework guidance (e.g., the employee's performance within the first 6 months in the position or at mid-term review is at an acceptable level).

g. Employees in positions determined not normally suitable for telework as cited in subparagraphs 2.f.(1) through (4) of this enclosure may become eligible to telework in an emergency situation if their functions are designated as mission-critical.

h. DoD Components shall review the criteria at subparagraphs 2.f.(1) through (4) of this enclosure to determine employee eligibility to participate in telework on either a regular or situational basis.

i. Employees shall not be authorized to telework consistent with the guidance set forth in section 6502 of Reference (c) if:

(1) The employee has been officially disciplined for being absent without permission for more than 5 days in any calendar year.

(2) The employee has been officially disciplined for violations of subpart G of the Standards of Ethical Conduct of Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing Federal Government duties consistent with the guidance set forth in section 2635.704 of title 5, Code of Federal Regulations (Reference (n)).

### 3. TELEWORK REQUIREMENTS

#### a. Supervisor Functions

(1) Determine employee eligibility for regular and recurring or situational telework consistent with the requirements of paragraphs 2.a. through h. of this enclosure and Component guidance and collective bargaining agreements, as applicable.

(2) Notify employees of their eligibility to telework.

(3) Participate in telework training prior to approving employees' telework agreements and allow them to telework consistent with the requirements of paragraph 3.1. of this enclosure and Component guidance.

(4) Approve or deny requests for telework based upon mission requirements, employee performance, current disciplinary actions, inappropriate work habits, and the needs of the workgroup. Complete, sign, and maintain a DD Form 2946, consistent with the requirements of subparagraphs 3.d.(1) through (6) of this enclosure and Component guidance when an employee's request to telework is approved. Base denial of telework requests on mission requirements, performance, conduct, or the needs of the workgroup (e.g., office coverage). Justify, in writing, the basis for the denial or termination of telework on the DD Form 2946. Include information about when the employee may reapply or actions that the employee should take to improve his or her chance of approval, when practicable.

(5) Ensure adequate worksite coverage during business hours so that mission operations continue to be carried out efficiently and effectively and teleworkers and onsite employees are treated equitably.

(6) Ensure teleworkers are held accountable for GFE.

(7) Terminate telework arrangements if an employee's performance or conduct does not comply with the terms of the telework agreement or if the teleworking arrangement fails to meet organizational needs.

b. Employee Functions

(1) Participate in telework training prior to entering into a written telework agreement consistent with the requirements of paragraph 3.l. of this enclosure and Component guidance.

(2) Complete DD Form 2946 detailing the location of the alternative worksite consistent with the requirements of subparagraphs 3.d.(1) through (6) of this enclosure and Component guidance. If requesting telework at home, designate one area in the home as the official work station for purposes of telework, ensure that the designated area complies with safety requirements, and complete the self-certification safety checklist. Report any work-related accident or injury occurring at the alternative worksite and provide the supervisor with medical documentation related to the accident or injury.

(3) Protect all controlled unclassified information (CUI) as defined in DoD Instruction 5200.01 (Reference (o)) including Privacy Act or For Official Use Only data, and classified (where applicable and authorized at a secure alternative location) data and comply with all criteria and guidelines for information and electronic security consistent with subparagraphs 3.f.(1) through (5) of this enclosure and Component guidance.

(4) Safeguard and ensure appropriate use of GFE consistent with subparagraphs 3.g.(1) through (5) of this enclosure and Component guidance.

(5) Work at the regular worksite on scheduled telework days if called for by mission requirements.

(6) Contact the supervisor to request unscheduled telework when Government employees are provided this option consistent with subparagraph 3.i.(3) of this enclosure and Component guidance.

(7) Maintain a required performance level of at least the fully successful level or equivalent.

(8) Code and report approved telework time in the Component Time and Attendance System.

c. Service Member Functions. Service member responsibilities are at the discretion of the Heads of the OSD and DoD Components and where indicated in this Instruction.

d. Telework Agreements

(1) All employees who are authorized to telework shall complete a DD Form 2946. The DD Form 2946 shall be signed and dated by the employee and supervisor and maintained by the employee's supervisor. Components are encouraged to include a DD Form 2946 in the new employee on-boarding packages for those employees occupying telework eligible positions to ensure that they are aware of their telework responsibilities, should telework be offered or requested. Information on telework responsibilities should be posted throughout the workplace and included in periodic training events.

(2) Employees with mission-critical duties and those who may be required to telework in the case of a COOP event, office closure due to adverse or inclement weather, or pandemic health crisis shall have a DD Form 2946 in place.

(3) Completed DD Forms 2946 should outline the specific work arrangement agreed upon and address the logistics of alternative workplace arrangements such as the employee's work schedule, security requirements for DoD information, safety requirements for the alternative worksite, supplies and equipment issued, protection of GFE, the supervisor's expectations of a teleworker's performance, and the employee's emergency response telework responsibilities. All telework agreements, regardless of the employee's emergency response status, should address:

(a) The employee's telework location (e.g., the employee's home or other approved alternative worksite such as a telework center, when appropriate).

(b) Telework requirements when the regular worksite is closed (e.g., emergency dismissal due to adverse weather conditions such as snow emergencies, floods, hurricanes, or any other type of emergency situation) or when OPM announces that Government offices are open with the option for unscheduled telework when severe weather conditions or other circumstances disrupt commuting and compromise employee safety.

(c) Instructions on whether classified (where applicable and authorized at a secure alternative location) and CUI data is authorized for use at the telework location. If so, criteria for

the proper encryption, storage, safeguarding, and return of such information and data shall be consistent with subparagraphs 3.f.(2)(a) through (c) of this enclosure. The DD 2946 shall also include Component specific guidance and criteria.

(d) That the employee may not be authorized to telework if the employee's performance does not comply with the terms of the telework agreement.

(4) If the employee's home is the telework location, it is the responsibility of the employee to make certain that a safe work environment is maintained while teleworking. Employees should designate one section of the home as the telework work station for purposes of the telework agreement and complete and sign a self-certification safety checklist as part of the initial submittal of the DD Form 2946 prior to beginning the telework arrangement.

(5) Telework agreements shall be reviewed by the supervisor and teleworker, re-validated at least every 2 years, and revised when appropriate. A new DD Form 2946 should be completed when a new supervisor is responsible for the employee.

(6) Teleworkers may be required to return to the regular worksite on scheduled telework days based on operational requirements (e.g., to attend a specific meeting). A recall to the office for operational reasons is not a termination of the telework agreement. Requests by teleworkers to change their scheduled telework day(s) in a particular week or biweekly pay period should be accommodated by the supervisor where practicable, consistent with mission requirements. A permanent change of the telework agreement must be reflected by approval of a new DD Form 2946.

e. Official Worksite. Designation of the official worksite shall be established for an employee on an approved regular telework schedule on a case-by-case basis consistent with the guidance in section 531.605 of Reference (n). The official worksite for an employee covered by a telework agreement is the location of the regular worksite for the employee's position (i.e., the place where the employee would normally work absent a telework agreement), as long as the employee is scheduled to report physically at least twice each biweekly pay period on a regular and recurring basis to the regular worksite. The employee's official worksite may involve an arrangement where the employee has no dedicated space at the worksite, but uses alternative arrangements when working at the official worksite location (e.g., desk sharing, hoteling, or hot desking). In the case of a telework employee whose work location varies on a recurring basis, the employee does not need to report at least twice each bi-weekly pay period to the regular worksite established by the agency as long as the employee is performing work within the same geographic area (established for the purpose of a given pay entitlement) as the employee's regular worksite.

(1) When an employee's worksite is changed from the official worksite to the telework location in a permanent arrangement, a Standard Form 50, "Notification of Personnel Action," or equivalent nonappropriated fund form must be completed by the servicing human resources office. Supervisors and employees should be aware of the implications of this arrangement.

(a) Employees are compensated based on the location of their official worksite (i.e., when the telework location is the employee's official worksite, locality pay would be based on the location of the telework site, not the regular worksite).

(b) Employees are entitled to reimbursement for official business travel to the regular worksite when the employee teleworks full-time from a location outside of the local commuting area, and his or her alternative worksite has been determined as his or her official duty station.

(2) Reassignment of the employee from the official worksite to the telework site may also have implications for a reduction in force (e.g., the telework site may be a different competitive area than the regular worksite).

f. Security Considerations. Employees or Service members are responsible for safeguarding all DoD information, protecting GFE and Government property, and performing assigned duties while teleworking in support of Component mission requirements. Government-furnished computer equipment, software, and communications, with appropriate security measures, are required for any telework arrangement that involves CUI data.

(1) Employees and Service members in telework arrangements shall not take classified documents (hard copy or electronic) to their homes or alternative worksites. If classified telework is authorized at an approved alternative secure location, teleworkers shall comply with the procedures established by the DoD Component regarding such work.

(2) Employees and Service members must protect CUI, including Privacy Act or For Official Use Only data, consistent with the guidance set forth in Reference (k); section 552a of title 5, U.S. C. (also known as the Privacy Act of 1974) (Reference (p)); and DoD 5400.7-R (Reference (q)); as well as DoD Component policy.

(a) Teleworking employees who access Personally Identifiable Information (PII) may only do so on encrypted GFE requiring two-factor authentication for access, in accordance with OMB Memorandum 07-16 (Reference (r)).

(b) Extraction of PII from DoD systems onto GFE used for teleworking is prohibited unless approved by a manager and logged and erased in accordance with the requirements of OMB Memorandum 06-16 (Reference (s)).

(c) The use of personal e-mail accounts for PII transmission is strictly prohibited. PII may only be e-mailed between Government email accounts and must be encrypted and digitally signed.

(3) Employees and Service members must protect CUI or contractor proprietary data restricted by section 423 of title 41, U.S.C. (also known as section 27 of the "Office of Federal Procurement Policy Act, as amended") (Reference (t)) or data otherwise restricted by the Federal Acquisition Regulation (Reference (u)) or the Defense Federal Acquisition Regulation Supplement (Reference (v)) or other acquisition policies.

(4) Employees and Service members must comply with criteria and guidelines established by the DoD CIO and their respective Components for using both GFE and non-GFE and for access to DoD information systems and networks to perform telework.

(5) Employees and Service members who telework from home must comply with criteria and guidelines established by their respective Components for keeping Government property and information safe and secure. Restrictions may apply to employees or Service members located outside of the continental United States as determined by DoD Component criteria and guidelines.

g. Equipment and Office Supplies. DoD Components should provide the necessary equipment and office supplies (e.g., paper, toner, and printer ink) for use with GFE for employees and Service members who telework on a regular and recurring basis, within budgetary constraints, based on the nature and type of work performed. Equipment and supplies may be furnished for employees and Service members who telework on a situational basis when practicable. Employees must comply with equipment usage requirements set forth in the telework agreement. The General Services Administration (GSA) offers guidelines for equipment and support that agencies may provide to teleworkers on page 13845 of Volume 71, Federal Register (Reference (w)).

(1) GFE should be approved for employees or Service members who telework on a regular and recurring basis and for situational teleworkers, when practicable. The local Component commander or supervisor should determine the propriety of furnishing and installing GFE and software. The Component will be responsible for the service and maintenance of GFE.

(2) DoD remote access software may be installed onto Government-furnished and personally-owned computers to enable access to unclassified DoD systems and networks consistent with criteria and guidelines established by the DoD CIO and the employee's or Service member's respective DoD Component requirements.

(3) GFE shall be used for official use and authorized purposes only. Family members and friends of employees or Service members are not authorized to use GFE and materials. GFE must be returned to the DoD Component at the conclusion of teleworking arrangements or at the Component's request.

(4) Use of personally owned computers to access unclassified DoD systems or networks remotely must comply with the criteria and guidelines for using personal equipment established by the DoD CIO and the employee's or Service member's respective DoD Component requirements.

(5) The employee or Service member is responsible for the installation, repair, and maintenance of all personally-owned equipment and other incremental costs associated with the residential worksite. Operating costs associated with the teleworker using their personal residence as the alternative worksite including home maintenance, insurance, or utilities (e.g., heat, electricity) will not be assumed by the DoD.

(6) DoD Components may use appropriated funds to install telephone lines, broadband, or other necessary telecommunications equipment in a private residence and fund appropriate monthly expenses for employees that telework on a regular and recurring basis, when the purpose is for official Government business consistent with the guidance set forth in section 1348 note of title 31, U.S.C. (Reference (x)) (also known as “The Treasury, Postal Service, and General Government Appropriations Act of 1996”). Components may also issue a calling card, provide a cell phone, or reimburse for long-distance (domestic and international) telephone expenses if incurred as a result of official business.

(7) The DoD is not liable for damages to the employee’s or Service member’s personal or real property while the employee or Service member is working at home, except to the extent the Government is liable under sections 1346(b), 1402(b), 2401(b), and 2761-1680 of title 28, U.S.C. (also known as “The Federal Tort Claims Act”) (Reference (y)) or section 3721 of (also known as “The Military Personnel and Civilian Employees Claims Act”) (Reference (z)).

(8) Employees are covered by chapter 81 of title 5, U.S.C. (also known as “The Federal Employees’ Compensation Act” (Reference (aa)) when injured or suffering from work-related illnesses while conducting official Government business at the telework location. The DoD’s potential exposure to liability is restricted to the designated official alternative worksite. Employees paid from nonappropriated funds are covered under chapter 18 of title 33, U.S.C. (also known as “The Longshore and Harbor Workers’ Compensation Act”) (Reference (ab)). Employees should notify their supervisors if injured while teleworking and provide their supervisors with medical documentation related to the injury.

#### h. Telework Centers

(1) DoD Components are authorized, consistent with section 630 of Public Law 105-277 (Reference (ac)), to fund costs associated with renting space, including equipment and utilities, at telework centers as practicable. Components may provide employees with a cell phone or calling card to cover long distance telephone charges while working at a telework center.

(2) Security requirements prescribed in this Instruction apply to all employees who telework, including those who telework from telework centers.

#### i. Emergency Situations

(1) Employees or Service members who perform mission-critical duties may be required to work from home or an alternative worksite such as a telework center during an emergency situation. Components shall require these employees to complete a DD Form 2946. The telework agreement should address the telework location and work expectations. Supervisors will include a description of emergency duties with the telework agreement if emergency duties are different from the employee’s normal duties. During any period that a Component is operating under the COOP plan, that plan shall supersede the telework policy and the provisions of the telework agreement. Telework agreements are not required for Service members.

(2) In the event of a pandemic health crisis, employees with COOP responsibilities, Service members, and employees who do not have COOP responsibilities, but are trained and equipped to telework, may be asked to telework to prevent the spread of germs. These employees or Service members should telework on a regular basis to ensure their proficiency and telework's effectiveness in continuing operations. Employees or Service members in positions not typically eligible for telework should telework on a situational basis when feasible. These employees shall have a signed DD Form 2946 in place.

(3) Employees approved for regular and situational telework who are not able to report to their assigned office location due to office closure or dismissal from a natural or manmade emergency event (e.g., hurricane, earthquake, wildfire, flooding, act of terrorism) or when OPM announces that Government offices are open with the option for unscheduled telework when weather conditions or other circumstances disrupt commuting and compromise employee safety, shall telework each regularly scheduled work day during the emergency situation, when the capability to telework is available at the alternative worksite. When Government offices are closed to the public, designated employees who are unable to work due to personal situations or other circumstances (e.g., illness, dependent care responsibilities, loss of electrical power, evacuation by local authorities, or the employee cannot access materials necessary to continue work during the emergency) shall attempt to contact a supervisor to request leave appropriate for those circumstances or to be excused from duty. Supervisors may administratively excuse designated teleworkers from teleworking on a case-by-case basis. If the worksite office is open and circumstances prevent the employee from teleworking, the employee may report to the worksite or request leave as practicable. If the teleworker is unable to communicate with his or her supervisor to be excused from duty and cannot maintain their remote working status, the teleworker should follow the Component's emergency guidance, orders, and procedures (e.g., outlined in COOP and other applicable emergency management plans). Any requirement that a teleworker continue to work during an office closure or early dismissal shall be included in the employee's DD Form 2946.

(4) When an employee's residence or other approved alternative worksite has been designated as a safe haven during an emergency, such as a pandemic health crisis evacuation, the supervisor may assign any work necessary, as long as the employee has the skills to perform the assigned work, without regard to the employee's grade or pay band level. In cases where a safe haven is designated, a DD Form 2946 does not need to be in place consistent with the guidance in section 550.409 of Reference (n).

(5) Employees or Service members designated as mission-critical should telework on a regular basis to ensure their proficiency and telework's effectiveness in continuing operations in the event of an emergency or pandemic. Mission-critical employees in positions not typically eligible for telework should telework on a situational basis, when feasible. Such employees shall have a signed DD Form 2946 in place.

j. Work Schedules and Compensation

(1) Employees who telework must be at their alternative worksite during their scheduled tours of duty.

(2) Employees may not use telework as a substitute for dependent care (e.g., child or elder care).

(3) Employees who telework may also have alternative work schedules at the discretion of the supervisor.

(4) Employees may work part of the day at their approved alternative worksite and part of the day at the traditional worksite to accommodate work schedules and personal commitments (e.g., to attend a training course or a medical appointment located near the employee's alternative worksite prior to reporting to the regular worksite).

(5) Premium pay provisions that apply to work at the regular worksite also apply to employees who telework. Employees may work overtime only when specifically ordered and approved in advance by the supervisor. Instances in which employees perform overtime work without prior supervisory approval may be cause for administrative or disciplinary action.

k. Time and Attendance. Time spent in a telework status must be accounted for and reported in the same manner as if the employee reported for work at the regular worksite.

(1) Supervisors should establish appropriate procedures for documenting hours of work and approved leave for teleworkers to ensure telework hours are appropriately coded as regular and recurring, situational, or medical. DoD Components using the Defense Civilian Pay System shall document these telework hours in the time and attendance system.

(2) Employees must record dates and times of telework accomplished so Component telework usage can be tracked.

l. Telework Training. Employees authorized to telework and their supervisors shall complete telework training prior to signing the telework agreement. Employees teleworking under an approved telework agreement as of the date of this Instruction may be excused from this requirement consistent with DoD Component guidance. Components are strongly encouraged to provide updated information related to revised DoD and Component policy and guidance to these specifically exempt employees and their supervisors. Comprehensive OPM telework training courses for supervisors and employees are available at the joint OPM/GSA telework website, [http://www.telework.gov/tools\\_and\\_resources/training/index.aspx](http://www.telework.gov/tools_and_resources/training/index.aspx). OPM also offers telework training for managers available through OPM's Eastern and Western Management Development Centers. Details on the Development Centers and course schedules can be found at <http://www.leadership.opm.gov>. DoD Component Telework Coordinators or their designees may provide training and consultation on telework matters to employees, supervisors, and leaders. Employees, supervisors, and leaders shall be permitted to participate in telework training during the work day. All employees and Service members who telework shall be trained on accessing the unclassified DoD information technology network remotely consistent with the guidance in References (h) and (i) and in the guidance set forth in DoD Directive 8570.01 (Reference (ad)).

m. Telework and Travel. The provisions in the guidance set forth in sections 550.112 and 551.422 of Reference (n) concerning time spent in a travel status are applicable to employees who are directed to travel away from the alternative worksite during a period that is scheduled for telework.

n. Performance Management

(1) Teleworkers and non-teleworkers shall be treated the same for the purpose of work requirements, periodic appraisals of job performance, training, rewarding, reassigning, promoting, reducing in grade, retaining and removal, and other acts requiring management discretion.

(2) Performance standards for employees that telework should be the same as performance standards for on-site employees.

(3) As with any supervisory relationship, work assignments to be performed or training to be accomplished while on telework should be discussed, understood, and agreed to in advance of the telework event.

(4) Supervisor expectations of an employee's performance should be clearly addressed in the DD Form 2946. As with on-site personnel, employees shall be held accountable for the results that they produce while teleworking.

(5) Supervisors shall communicate expectations of telework arrangements, including work assignments, office coverage, and staff communication to teleworking and non-teleworking employees in the workgroup.

(a) Supervisors shall put procedures in place to maintain communication across all members of a workgroup.

(b) Supervisors are responsible for the effective functioning of the workgroup. However, employees are responsible for their availability and information sharing with the workgroup. Supervisors and employees are responsible for ensuring the success of the telework arrangement.

o. Telework Denial and Termination. A telework request may be denied by the supervisor. A telework agreement may be terminated at the discretion of the supervisor or at the employee's request.

(1) When an employee's request to telework is denied or an agreement is terminated by the supervisor, the reasons for denial or termination should be documented in writing and given to the employee. Denial or termination of telework agreements should be based on business reasons (e.g., the telework agreement fails to meet the organization's needs or the employee's performance does not meet the prescribed standard).

(2) Employees may dispute the denial of telework, the reasons given for a denial, and the termination of an existing telework agreement through Component administrative grievance procedures. Bargaining unit employees may file a grievance through negotiated grievance procedures.

GLOSSARY

PART I. ABBREVIATIONS AND ACRONYMS

DoD CIO	DoD Chief Information Officer
ASD(RA)	Assistant Secretary of Defense for Reserve Affairs
CUI	controlled unclassified information
COOP	continuity of operations
DASD(CPP)	Deputy Assistant Secretary of Defense for Civilian Personnel Policy
DASD(MPP)	Deputy Assistant Secretary of Defense for Military Personnel Policy
DCPAS	Defense Civilian Personnel Advisory Service
DCPDS	Defense Civilian Personnel Data System
DHRA	Defense Human Resource Activity
FMR	Federal Management Regulation
GFE	Government furnished equipment
GSA	General Services Administration
OPM	Office of Personnel Management
PII	personally identifiable information
TMO	Telework Managing Officer
U.S.C.	United States Code
USD(P&R)	Under Secretary of Defense for Personnel and Readiness

PART II. DEFINITIONS

These terms and their definitions are for the purpose of this Instruction.

alternative worksite. A place away from the regular worksite that has been approved for the performance of assigned official duties. It may be an employee’s or Service member’s home, a telework center, or other approved worksite.

CUI. A categorical designation that refers to unclassified information as defined in Reference (o). The designation CUI replaces the term “sensitive but unclassified”.

COOP planning. An effort to ensure that the capability exists to continue agency essential functions across a wide range of natural disasters or local or national declared emergencies.

Defense Civilian Pay System. A pay processing system used to pay DoD civilian employees.

desk sharing. An arrangement in which two employees share the use of a single workspace where each employee has a designated date or time for use of this space.

disciplinary action. Action taken to correct an employee's performance or conduct. These actions can range from oral admonishments; to written letters of reprimand; to suspension, termination, or removal.

eligibility. Characteristics of the job position and the employee that identify suitability for teleworking as determined by the supervisor or other appropriate management official in the employee's chain of command.

emergency situation telework. Telework performed in an employee's or Service member's home or alternative worksite during a crisis situation or emergency event by those employees or Service members who perform duties in support of mission requirements during crisis situations or contingencies.

employee. A DoD civilian employee, to include foreign national employees, paid from appropriated or nonappropriated funds.

Federal Executive Board. A group composed of the heads of all Federal departmental and agency field offices, civilian and military, that is the primary means for distributing information, interagency training, and promoting discussion of Federal policies, activities, and management issues for Federal Executives in the field (e.g., agencies located in major metropolitan areas in the United States).

hot desking. An arrangement in which employees use non-dedicated, non-permanent workspaces assigned on an unreserved first come, first-served basis.

hoteling. An arrangement where employees use non-dedicated, non-permanent workspaces, assigned for use by reservation on an as-needed basis.

mission-critical duties. Job position functions that are identified as critical to performance of the mission.

official worksite. Approved location where the employee regularly performs his or her duties.

on-boarding. Process that takes place when an employee enters a new position. The on-boarding process involves integrating and acculturating new employees into the organization and providing them with the tools, resources, and knowledge to become engaged, successful, and productive early in the employment cycle.

regular worksite. Location where an employee would work absent an alternative worksite arrangement.

routine telework. An approved work arrangement where eligible employees work at an alternative worksite as part of an ongoing, regular, and recurring schedule, typically on an approved day or days during a bi-weekly pay period.

safe haven. Agency designated location such as an employee's residence or an alternative location mutually agreeable to the agency and the employee when employees are evacuated from their worksites.

situational telework. Telework that is approved on a case-by-case basis, where the hours worked were not part of a previously approved, ongoing and regular telework schedule (e.g., telework as a result of inclement weather, medical appointment, special work assignments, 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, or ad hoc telework.

supervisor. Civilian management official, commander, or Service member who has responsibility for directing and managing employee work and for approving and denying employee telework agreements.

telework. A voluntary work arrangement where an employee or Service member performs assigned official duties and other authorized activities during any part of regular, paid hours at an approved alternative worksite (e.g., home, telework center) on a regular and recurring or a situational basis. Telework includes remote work where an employee resides and works at a location beyond the local commuting area of the employing organization's worksite. Telework does not include any part of work done while on official travel or mobile work, that is, work characterized by routine and regular travel to customer or other worksites instead of a single agency worksite (e.g., site audits, inspections, investigations, and property management).

telework agreement. A written agreement, completed and signed by an employee and the authorized management official(s) via the DD Form 2946, that outlines the terms and conditions of the telework arrangement.

telework center. A facility that provides a geographically convenient office setting with workstations and other office facilities and services that are used by civilian employees from more than one organization.

telework site. Alternative worksite location where an employee or Service member performs assigned official duties.

unscheduled telework. A specific form of situational telework where an employee on an approved telework agreement performs assigned official duties at home or another approved worksite when Government offices are closed due to an emergency event or open, but severe weather conditions or other circumstances disrupt commuting and compromise employee safety.

**Figure 1.2. Telework Request and Eligibility Checklist****PART A – To be completed by the Employee**

1. NAME \_\_\_\_\_
2. POSITION TITLE \_\_\_\_\_
3. PAY PLAN, SERIES, and GRADE \_\_\_\_\_
4. TYPE OF TELEWORK REQUESTED       Recurring       Situational
5. DATE REQUESTED \_\_\_\_\_
6. SIGNATURE \_\_\_\_\_

**PART B – To be completed by the Supervisor**

1. Position Eligibility:
  - Position is not developmental in nature and does not require the employee to be in the office for on-the-job training or to learn the organization
  - Position involves tasks and work activities that are portable and do not require the employee to be at the traditional worksite
  - Position does not require handling of secure information (Management determines what information is too secure or sensitive to be taken from the workplace)
  - Is not dependent on daily face-to-face contact with the supervisor, colleagues, customers or the general public
  - Work performed is measurable
2. Employee Eligibility:
  - Demonstrated dependability and the ability to handle responsibility
  - Ability to prioritize work effectively and utilize good time management skills
  - Proven or expected minimum performance rating of “fully successful” or equivalent
  - Possesses experience in performing the tasks and duties of the position
3. If all items above are checked, have employee complete the Telework Agreement and APPROVE this request. If ANY of the items are not checked and accommodations cannot be made, DENY the request.

**Supervisor’s Signature** \_\_\_\_\_**CC/CL Signature** \_\_\_\_\_ APPROVED DENIED