

# **MEMORANDUM OF AGREEMENT**

**VANDENBERG  
AIR FORCE BASE  
CALIFORNIA**

**LOCAL 1001  
NATIONAL FEDERATION  
OF FEDERAL EMPLOYEES**

**4 December 1998 - 3 December 2001**

# NFFE AND VAFB UNION CONTRACT

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## **PREAMBLE**

**WHEREAS** the public interest requires high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency; and

**WHEREAS** the well being of employees and efficient administration of the Government is benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment; and

**WHEREAS** the participation of employees should be improved through the maintenance of constructive and cooperative relationships between the Union and the Employer; and

**WHEREAS** subject to law and requirements of public service, effective labor management relations within the Federal Service require a clear statement of the respective rights and obligations of the Union and the Employer;

**NOW**, therefore, we are entered into this Memorandum of Agreement, hereinafter referred to as the Agreement, executed pursuant to the Federal Service Labor Management Relations Statute, hereinafter referred to as the Statute, 5 USC Chapter 71. The Articles of this Agreement shall govern the relationship between Local 1001, National Federation of Federal Employees (NFFE), hereinafter referred to as the Union, and the Commander, 30th Space Wing, Vandenberg Air Force Base (VAFB), California, hereinafter referred to as the Employer. The Union and the Employer are collectively referred to as the Parties.

## ARTICLE I

### UNIT RECOGNITION

1. **INCLUDED IN THE BARGAINING UNIT (UNIT).** The unit to which this Agreement is applicable was established by Federal Labor Relations Authority (FLRA) case number 8-UC-00001 and includes Air Force Appropriated Fund Professional and Nonprofessional employees located at VAFB and serviced by the VAFB Civilian Personnel Flight (CPF).
2. **EXCLUDED FROM THE UNIT.** All Nonappropriated Fund employees, managers, supervisors, firefighters, persons performing federal personnel work in other than a purely clerical capacity, and confidential employees are excluded from the unit.

## ARTICLE 2

### DEFINITIONS

**The following definitions of terms used in this Agreement shall apply:**

1. **ADVERSE ACTIONS**. An adverse action is a removal, suspension, furlough for thirty (30) days or less, or reduction in grade or pay. These actions don't include those resulting from reduction in force. Adverse actions may or may not be for disciplinary reasons.
2. **AGREEMENT**. This Memorandum of Agreement negotiated by the Employer and the Union governs the labor-management relationship of the Parties.
3. **AMENDMENTS**. Modification of the Agreement to add, delete, or change any portion of the Articles of the Agreement.
4. **ARBITRATOR**. An independent third party chosen from a list furnished by the Federal Mediation and Conciliation Service to the Employer and the Union and to whom the disputing parties submit their differences for a decision.
5. **CIVILIAN PERSONNEL FLIGHT (CPF)**. The consolidated offices responsible for administering civilian personnel programs and policies.
6. **CIVIL SERVICE REFORM ACT OF 1978 (CSRA)**. Public Law 95-454, Title VII, Federal Service Labor-Management Relations, governs labor-management relations in the Federal Sector.
7. **DAY**. Unless otherwise specified, day means consecutive calendar days including holidays, weekends, and other non-duty days.
8. **DISCIPLINARY ACTION**. An action management takes to correct an employee's delinquency or misconduct. Included are oral admonishments, reprimands, suspensions, removals and, in some cases, reductions in grade or pay. Except for oral admonishments and reprimands, these disciplinary actions are also adverse actions.
9. **EMPLOYEE**. A member of the bargaining unit represented by Local 1001, NFFE.
10. **EMPLOYEE PERFORMANCE FILE (EPF)**. A separate file maintained by an employee's supervisor, along with the Employee Work Folder (EWF). The EPF contains the employee's performance plan, position description/core document, and the employee's performance appraisal/evaluation.

11. **EMPLOYEE WORK FOLDER (EWF)**. A set of records, maintained by the first level supervisor that is used in managing the performance of employees. The EWF contains documents, such as: AF Form 971, Supervisor's Employee Brief, Training Records, etc.
12. **EMPLOYER**. The VAFB 30th Space Wing Commander and all other representatives of VAFB management who have authority to act for the Wing Commander in the administration of this Agreement and the Labor Relations Program. The terms "Employer" and "Management" are used interchangeably.
13. **EQUAL EMPLOYMENT OPPORTUNITY (EEO)**. The policy that prohibits discrimination based on race, color, religion, sex, national origin, age, and physical or mental handicap.
14. **EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC)**. An independent Federal agency that administers the EEO Program.
15. **FEDERAL LABOR RELATIONS AUTHORITY (FLRA)**. An independent Federal agency that administers the Federal Service labor-management relations program.
16. **FEDERAL MEDIATION AND CONCILIATION SERVICE (FMCS)**. An independent Federal agency that provides mediators to assist parties in negotiations or labor disputes and provides lists of arbitrators on request.
17. **FEDERAL SERVICE IMPASSES PANEL (FSIP)**. An entity established within the FLRA to resolve negotiation impasses not resolved through mediation.
18. **FURLOUGH**. A nondisciplinary action placing an employee in a temporary nonduty and nonpay status because of lack of work or funds or for other nondisciplinary reasons.
19. **GRIEVANCE**. A complaint identifying a concern or dissatisfaction regarding any matter relating to employment; or the interpretation, application, implementation, or violation of this Agreement; or agency policy or regulations affecting conditions of employment.
20. **HOLIDAYS**. A day in which normal work is suspended in commemoration of some event or a person. Federal holidays and dates normally observed are as follow:

New Year's Day	1 January
Martin Luther King's Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

21. **IMPASSE**. The inability of representatives of the Employer and the Union to arrive at a mutually agreeable decision concerning negotiable matters.
22. **LABOR RELATIONS OFFICER (LRO)**. A staff member of the CPF who has primary responsibility for negotiating agreements and who serves as the Commander's representative in matters pertaining to the labor-management program on VAFB.
23. **MERIT SYSTEMS PROTECTION BOARD (MSPB)**. A Federal agency which monitors the administration of the Federal civil service system.
24. **NEGOTIATION**. The act by representatives of the Employer and the Union of presenting offers and counter offers on personnel policies and practices relating to conditions of employment with a goal of arriving at an agreement between the parties.
25. **OFFICE OF WORKERS COMPENSATION PROGRAMS (OWCP)**. That Branch of the U S Department of Labor (DOL) that administers the Federal Employees' Compensation Act.
26. **OFFICIAL PERSONNEL FOLDER (OPF)**. The official file of employment records and documents affecting personnel actions during an employee's Federal civilian service.
27. **OFFICIAL TIME**. Time spent away from an employee's regular duties during normal duty hours. In order to be granted, official time must be requested by the employee and approved by the immediate supervisor or his/her designee.
28. **PARTNERS**. The Employer and representatives of NFFE and International Association of Fire Fighters (IAFF) who are members of the Labor Management Partnership Council.
29. **PAST PRACTICE**. A term or condition of employment that has been established in the workplace by practice or other form of tacit or informal agreement.
30. **PARTIES**. The Employer and the Union.
31. **SERVICE COMPUTATION DATE (SCD)**. Either an actual or constructed date used to determine benefits which are based on how long an employee has been in Federal Service. For purposes of this contract, the SCD will be the date indicated on employee's most recent Standard Form (SF) 50, Notification of Personnel Action.
32. **SUPERVISOR**. A representative of the Employer who has authority to hire, direct, assign, promote, reward, transfer, furlough, recall, suspend, discipline, or remove employees and/or to adjust or effectively recommend adjustment of employee(s) grievance(s), if the exercise of authority is not merely of a routine or clerical nature, but requires the use of independent judgment.
33. **SUPPLEMENTS**. Additional articles negotiated during the term of this Agreement.



34. **UNION**. Local 1001, National Federation of Federal Employees (NFFE).

35. **UNION OFFICIAL AND/OR UNION REPRESENTATIVE**. Any National Officer and/or representative of NFFE, or the duly elected officers and appointed stewards of Local 1001.

## ARTICLE 3

### MANAGEMENT RIGHTS

1. **GENERAL PROVISIONS.** The following provisions shall apply to this Agreement and all supplements, amendments, and other agreements between the Parties.

2. **MANAGEMENT RIGHTS.**

a. Subject to subsection b of this Article, nothing shall affect the authority of the Employer:

(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 against such employees;

(b) to assign work, to make determination with respect to contracting out, and to determine the personnel by which agency operation shall be conducted;

(c) with respect to filling positions, to make selections for appointments from:

1. among properly ranked and certified candidates for promotion; or

2. any other appropriate source; and

(d) to take whatever action may be necessary to carry out the agency mission during emergencies.

b. The Employer agrees to negotiate:

(1) in the spirit and intent of Executive Order 12871;

(2) procedures which management officials of the agency will observe in exercising any authority under 5 USC Section 7106; or

(3) appropriate arrangements for employees adversely affected by the exercise of any authority under 5 USC Section 7106 by such management officials.

## ARTICLE 4

### EMPLOYEE RIGHTS AND RESPONSIBILITIES

1. **GENERAL**. Employees have the right, and shall be protected in the exercise of that right, freely and without fear of penalty or reprisal, to form, join, and assist the Union or to refrain from such activity. The Parties agree that no interference, restraint, coercion, or discrimination will be practiced to encourage or discourage membership in the Union. The Employer shall take such action, consistent with the Statute, as required to assure that employees are apprised of these rights. An employee will not be required to become, or to remain, a member of the Union, or to pay money to the Union except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction or other voluntary means.

2. **MEMBERSHIP**. The right of Union membership includes the right to participate in Union management and to act for the Union as its representative. This Agreement does not preclude any employee, regardless of membership status, from bringing matters of personal concern to the attention of appropriate Officials in accordance with applicable laws, rules, regulations, or Air Force policies. Employees have the right to choose their representative in a statutory appeal action. All grievances presented to the Employer will be processed in accordance with Article 11 of this Agreement.

3. **ACCOUNTABILITY**. An employee is accountable to the Employer for the performance of assigned duties and his/her conduct on the job. The Employer will not deliberately direct or require an employee to violate rules, regulations, and laws, this Agreement, or established written procedures in the performance of his/her duties. An employee is expected to perform all duties assigned, even if he/she believes that the assignment is inappropriate (unless doing so would cause imminent danger to his/her personal safety or to the personal safety of others). After obeying instructions, the employee may grieve the matter in accordance with Article 11 of this Agreement.

4. **OUTSIDE ACTIVITIES**. Employees have the right to engage in outside activities of their own choosing, and otherwise conduct their private lives as they see fit, in accordance with applicable laws and regulations.

5. **OTHER EMPLOYMENT**. Employees must notify and obtain supervisory approval before accepting other employment during non-duty hours. Notification and approval will be accomplished in accordance with applicable laws and regulations.

6. **CHARITABLE CONTRIBUTIONS**. Employees have the right to participate in community activities and to voluntarily support charitable organizations.

7. **WEINGARTEN RIGHT**. Employees will be notified monthly by the employer, of the right to have Union representation at any Employer initiated investigation that the employee(s) reasonably believes may result in disciplinary action and if the employee(s) requests such

representation. In addition to monthly notification (electronic mail), the Weingarten Right will be published in the Civilian Employees Quarterly Newsletter.

8. **OPF REVIEW/UPDATE.** Every effort will be made to accommodate employee requests to access and/or review OPFs during the transition of geographic sites and technological upgrades. When new instructions and guidelines are issued, the Employer will notify the Union in accordance with Article 8, Section 2 of this Agreement. Employees are entitled to update their records by proper submission of an Optional Form (OF) 612, Optional Application for Federal Employment, with the data/information to be added or changed.

9. **EMPLOYEE WORK FOLDER/EMPLOYEE PERFORMANCE FILE REVIEW.** An employee is entitled to review the contents of his/her EWF/EPF with his/her supervisor at a mutually agreed upon time. When a new supervisory entry is made in the EWF, the employee will be notified and given an opportunity to initial and date the entry either at the time the entry is made, or at a mutually agreed upon time.

NOTE: Initialing by the employee does not indicate agreement with the entry.

10. **CONSULTATION.** Employees will obtain concurrence from their immediate supervisor to be excused from duty to consult with Employer officials or the CPF staff on matters relating to their employment. Employees needing to consult with CPF staff will make appointments in advance.

11. **DIRECT DEPOSITS/ELECTRONIC FUND TRANSFER (DD/EFT).** Effective 1 January 1999, all recipients of Federal payments must receive payments electronically. Waiver request guidance may be obtained through the Payroll Office Customer Service Representative. Waivers are not permitted for net pay, when an employee already has other allotments being remitted via EFT to a personal account. Waiver requests are sent to and approved by the Secretary of the Treasury. Approved waivers currently on file will not be valid after 31 December 1998.

12. **RESIGNATIONS.** The Employer agrees that resignations should be a voluntary act by the employee and that employee(s) will not be coerced, either overtly or covertly, into resigning from the Federal Service. Any employee considering resigning because of dissatisfactions with working conditions may contact a Union representative before submitting a resignation. The Union will advise the employee of rights under this Agreement and governing regulations and will assist the employee as appropriate.

## ARTICLE 5

### UNION RIGHTS AND REPRESENTATION

1. **EXCLUSIVE REPRESENTATIVE**. The Union has the exclusive right to represent employees. As the exclusive representative, the Union is responsible for representing the interest of all employees under this negotiated Agreement without discrimination and without regard to Union membership. The Union is under no obligation to represent employees, but may choose to represent its members, in appeals filed under statutory procedures (e.g., MSPB, EEOC, OWCP, etc.).
2. **RECOGNITION**. The Employer agrees to recognize the elected officers and all representatives duly designated by the Union. Union representatives shall be permitted to engage in authorized activities on behalf of the Union.
3. **FORMAL DISCUSSION**. The Union shall be given the opportunity to be represented at any formal discussion between the Employer and one or more employees concerning any grievance adjustment or any personnel policy or practice concerning conditions of employment. This right shall apply at all levels between the Parties. The Local President, or designee, will be notified by the CPF LRO of formal discussions to include date, time, location and brief description of subject matter. The Local President, or designee, will designate the representative to attend any formal discussion for the purpose of representing the interest of the unit. The right of a Union representative to be present does not apply to discussions on performance or personal problems between an employee and his/her immediate supervisor.
4. **OFFICERS/STEWARDS LIST**. The Union shall provide the CPF LRO a list of all elected officers and stewards on a yearly basis, and when changes occur. This list will include: names, organizations, office symbols, and telephone numbers.
5. **RIGHT TO BE PRESENT**. The Union has the exclusive right to represent employees in presenting grievances. If an employee(s) elects self-representation, the Employer will notify the Union's Chief Steward, or designee, prior to processing a grievance. The Union will be apprised of the nature of the grievance, date(s), time(s), and location(s) of any meeting(s). The Chief Steward will designate a representative to represent the Union. The representative will be permitted to present the views of the Union.
6. **NEW EMPLOYEE ORIENTATION**. The Employer will notify the Union of the dates, times and location of new employee orientation sessions. During Base orientation sessions for new employees, a Union representative may use up to twenty (20) minutes of official time to explain the rights and responsibilities of employees under the Statute and this Agreement.

## ARTICLE 6

### OFFICE SPACE AND FACILITIES

1. **UNION OFFICE SPACE.** The Union may continue to use Building 16109 for conducting Union business. In the event that Building 16109 is demolished, or otherwise no longer available for use by the Union, the Employer will provide the Union with approximately one thousand (1,000) square feet of replacement office space. The Employer will make every effort to provide permanent space not scheduled for demolition. The Employer will give the Union at least sixty (60) days notice before taking any action that would deny the Union the use of its offices. Details will be negotiated by the Parties at that time.
2. **UNION OFFICE EQUIPMENT.** The Employer will provide and maintain for the Union a computer equipped with standard software package and a CD ROM Drive. Access to the Local Area Network (LAN), e-mail and internet will also be provided.
3. **TELEPHONE SERVICE.** The Employer will provide the Union with two phones, a class A telephone including FTS access and a class C telephone. The Employer will also provide to the Union, upon availability, individual access to the Base-wide voice mail system for each officer and steward. The Union telephone numbers will be published in the Base Telephone Directory. The Employer will provide service for two (2) Union-provided, compatible pagers.
4. **BULLETIN BOARDS.** The Employer will make space available on all official civilian bulletin boards for use by the Union. The Union will be responsible for upkeep of the allocated space. The Union agrees not to post material that does not meet the guidelines in applicable instructions concerning posting or distribution of Union material.
5. **AIR FORCE PUBLICATIONS.** The Employer will provide to the Union the Air Force Publications CD ROM and the Space Wing Publications CD ROM and updates when available. The Union will have full access to the Publications Library.
6. **INTERNAL DISTRIBUTION.** The internal mail distribution service of the Employer will be available for use by the Union.
7. **VAFB INTERNET WEB PAGE.** The Employer will make this Agreement available on the VAFB Web Page.

## ARTICLE 7

### MONTHLY STEWARD TRAINING

1. **POLICY**. The Employer and the Union agree that it will promote the efficiency of the Labor-Management program if the stewards are well trained in their duties. Stewards will be allowed to attend a training session on VAFB of approximately four (4) hours per month from 0700 to 1100 hours on the first working Thursday of each month. The Union will notify the CPF LRO 30 days in advance of any change in the day and/or time of the training. Any reason for denial of release from duty to attend training will be provided to the steward, in writing, by the supervisor. The Union will provide the agenda to the CPF LRO no later than one (1) day prior to each training session. The Union will also provide to the CPF LRO a list of attendees and actual hours of training no later than five (5) days after the training session was held. Training will cover the following subjects:

- a. interpretation of this Agreement;
- b. interpretation of laws and Executive orders;
- c. understanding of Equal Employment Opportunity Program;
- d. interpretation of Air Force Regulations/Instructions, and their relationship to this Agreement;
- e. processing of grievances, unfair labor practices, and related subjects.

2. **ACTUAL TIME**. Official time for this training will be authorized if the employee is otherwise in a duty status. The Union agrees that if the steward is in a duty status, and the actual training lasts less time than the four (4) hours authorized, stewards will be released and directed to report back to duty.

**ARTICLE 8**  
**NEGOTIATIONS**

1. **CONTROLLING PROVISIONS**. The Parties agree to negotiate on personnel policies and practices relating to conditions of employment of unit employees. The Employer agrees to offer to negotiate these matters with the Union prior to implementing any policy or change in policy, which affects unit employees. No provisions of this Agreement shall nullify or abrogate the rights of Employees, the Union, or the Employer, that have been, or are subsequently, established by law, Executive Order, or Government-wide regulation. In addition, subsequently published agency, higher headquarters, and VAFB regulations and policies addressing issues not specifically covered by the terms of this Agreement, are appropriate matters for negotiation. To the extent that new provisions of any regulations, instruction, or directive of the Employer may be in conflict with this Agreement, the provisions of this Agreement shall govern.

2. **NOTIFICATION**. The Employer will give advance notice before implementing any new or modified Agency, Command, or Base policy, or regulation that concerns matters appropriate for negotiations. Exception: in an emergency situation, the Employer may implement immediately; however, the Union will be notified of implementation as expeditiously as possible. Upon notification to the Employer by the Union that a policy has been implemented without proper notification to the Union, the policy may be suspended, accepted, or other accommodation(s) made, the Parties agree to. Notification by the Employer shall consist of a letter to the Union advising them of the bargaining matter and providing a tentative date of implementation. During a ten (10) day period after the date of the letter of notification, the Union may take one of the following actions.

a. **REQUEST IMMEDIATE BARGAINING**. Notify the CPF LRO, in writing, of its intent to negotiate. During the subsequent seven (7) day period after notifying the Employer of their intent, the Union will provide written proposals to the CPF LRO. Negotiations will commence within seven (7) days after the date the Union proposals were postmarked, or stamped as received if hand-carried, unless a later date is mutually agreeable.

b. **RECOMMEND INITIAL TRIAL PERIOD**. Notify the CPF LRO, in writing, that they agree to implementation for a trial period. If either Party desires to negotiate, they will forward their proposals to the other party within ten (10) days following the end of the trial period. Bargaining will commence within seven (7) days after the date proposals were postmarked, or stamped as received, unless a later date is mutually agreeable. If no bargaining is requested, implementation of the matter remains unchanged for the term of the contract. If bargaining is requested, implementation remains in effect during the bargaining process.

c. **CONSENT TO IMPLEMENTATION**. Consent will be in writing. If written notification or proposals are not received by the Employer within the time limits specified, the Employer may implement without further discussion.



3. **CONTACTS**. The appropriate points of contact for this Article are the CPF LRO, or designee, for the Employer, and the Union President, or designee, for the Union.

4. **PROCEDURES**. The following procedures will apply to negotiations conducted under the provisions of this Agreement.

a. The Union may have the same number of negotiators from the bargaining unit on official time as the Employer.

b. A spokesperson will be designated in writing for each negotiating team. The spokesperson of each will speak for his/her respective team. Other members may speak on the approval of the spokesperson.

c. Names of the members on each negotiating team will be exchanged formally by the parties, in writing, no later than seven (7) days prior to the beginning of negotiations. Any changes regarding team membership will be submitted to the other party no later than one (1) day prior to the next negotiating session.

d. For the purpose of contract negotiations, changed articles of the basic contract shall each be negotiated sequentially:

(1) if the article is agreed to, both parties shall initial it;

(2) if agreement of the article cannot be reached, the article will be set aside and the next article taken up;

(3) after considering all changed articles of the basic contract, any new articles will be negotiated (the unfinished business of the prior session shall be included on the agenda for the next session);

(4) upon agreement/review of all articles, tabled articles will be scheduled for negotiation by mutual agreement; and

(5) upon reaching agreement on all articles, the Agreement shall be signed by the members of both negotiating teams, the Union President, and the Wing Commander.

5. **IMPASSE**. When the parties cannot agree on a negotiable matter and an impasse has been reached, the item shall be set aside. Either or both Parties may seek the service of the FMCS. When the services of mediation do not resolve the impasse, either Party may seek the services of the FSIP.

6. **NEGOTIABILITY DISPUTE**. When the Employer believes that a matter is non-negotiable, upon written request from the Union, it will advise the Union in writing of its rationale for such belief in accordance with applicable procedures. Failure to reply within a reasonable time is the authority for the Union to file a negotiability dispute with the FLRA.

7. **MIDTERM NEGOTIATIONS**. The Parties agree that changing conditions may create a need for midterm negotiations. The Union may initiate negotiations over new proposals not in conflict with this Agreement. Normally, such negotiations may be initiated biannually.

8. **AGREEMENT AMENDMENTS**. This Agreement may be opened by mutual consent of the Parties. The request will be in writing and must be accompanied by the proposed amendment(s). The Parties will meet to negotiate within thirty (30) days of the request. No article(s) will be opened except those in the request. Agreed to amendment(s) will be signed, dated, approved, printed, and distributed to all bargaining unit employees. Printing and distributions of amendments will be the responsibility of the Employer.

## ARTICLE 9

### OFFICIAL DUTY TIME

1. **GENERAL POLICY**. The Employer recognizes that Union officers' and duly appointed stewards' use of official time for the purpose of negotiations and for representational duties during the time they would otherwise be in a duty status, contribute to both the well-being of employees and the efficiency of management. Accordingly, official time will be granted for such purposes in an amount the parties agree to be reasonable, necessary, and in the public interest. Both parties understand that granting of official time is subject to the overriding requirements of the mission.

2. **USE OF OFFICIAL DUTY TIME**. Union officials will be granted reasonable official time when representing employees in the unit while:

a. receiving, investigating, preparing and presenting grievances, from Step 1 through arbitration;

b. handling complaints such as FLRA, MSPB, EEO, etc.;

c. reviewing Employer proposals concerning negotiations, preparing for negotiations and negotiating with the Employer;

d. representing the Union or employee(s) at meetings with the Employer;

e. preparing official statements required by 5 USC 7120(c); and

f. representing the Union on DOD wage surveys.

3. **USE OF OFFICIAL DUTY TIME (EMPLOYEE)**. Employees will be granted reasonable official time, as provided for in governing regulations, for such reasons as:

a. appearances as witnesses in arbitration and other statutory hearings (e.g., FLRA, MSPB, EEO, etc.); and

b. participation on DOD wage surveys.

4. **OFFICIAL TIME RELEASE PROCEDURES**. The Union recognizes the Employer's obligation to assure official time is accounted for properly. The Union also recognizes the Employer's right to assure employees are present for duty and performing assigned duties unless otherwise authorized. To properly account for use of official time, the following procedures will be used.

a. A Union representative requiring official time for representational purposes away from his/her assigned work area shall inform his/her immediate supervisor of the approximate length of time needed and the location(s) where the representative will be. The same procedure applies to an employee who needs to be away from his/her assigned work area to meet with a representative.

b. The supervisor shall release the representative. If the representative cannot be released at that point in time, the supervisor shall release the representative as soon as the mandatory work requirement is met or schedule another release time. Only critical mission requirements shall preclude the release of the representative.

c. If the representational duties extend beyond the approximate length of time, the representative shall notify his/her supervisor as soon as practicable.

d. A representative who wants to enter a work area to meet with an employee will contact the employee's immediate supervisor to schedule a meeting. The representative will identify himself (or herself) and the employee to be contacted.

e. The supervisor shall release the employee. If the employee cannot be released at that point in time, the supervisor shall release the employee as soon as the mandatory work requirement is met or schedule another release time. Only critical mission requirements shall preclude the release of the employee.

f. Upon completion of the representational meeting, the employee will notify his/her immediate supervisor. Upon return to his/her assigned work area, the representative will notify his/her supervisor.

g. The representative's supervisor will annotate the time card with the appropriate representational code and the amount of time used for this purpose.

5. **TRAINING (OTHER THAN MONTHLY STEWARD TRAINING)**. Union officials/representatives will request release from duty from their immediate supervisor as soon as the training dates are known. The Union is responsible for submitting a list of proposed attendees and an agenda to the CPF LRO at least five (5) days prior to the scheduled training for a determination on whether or not official time will be granted. Union officials will be granted official time not to exceed a combined total of 600 hours per calendar year, including reasonable travel time. If it is determined that official time can be granted, the CPF LRO will notify the appropriate supervisors that attendance is on official time. The Union has the right to appeal negative determination by the LRO to the Civilian Personnel Officer.

## ARTICLE 10

### LABOR-MANAGEMENT MEETINGS

1. **STEWARD-MANAGEMENT MEETINGS.** Employer representatives agree to meet, upon request, with Union stewards on matters affecting employees in their organization. These meetings will occur as frequently as either Party has reasonable agenda items to discuss relating to conditions of employment. These meetings are intended to resolve disputes, complaints, and/or to add to the flow of information between supervisors, employees, and the Union.

a. **NOTICE.** Five (5) days prior to each meeting (unless shorter notice is agreed upon), the requesting Party shall submit to the other a notice that a meeting is desired and indicate items to be discussed.

b. **MINUTES.** After each meeting, minutes will be prepared within five (5) days by the Union and signed by both Parties after mutual agreement on content. After signatures by both Parties, minutes will be posted on the Organizational Bulletin Board. An informational copy will be provided to the President of the Union and to the CPF LRO. Implementation of resolution of problems will not conflict with the terms of the Agreement.

c. **UNRESOLVED ISSUE(S).** If the issue(s) cannot be resolved, or if the issue(s) involves matters of base-wide concern, a statement of the problem will be sent by the Union to the CPF LRO within seven (7) days. The issue(s) will be discussed during the next scheduled Labor-Management meeting, unless the Parties agree to discuss it at an earlier date.

2. **LABOR-MANAGEMENT MEETINGS.** Representatives of the Parties, normally the CPF LRO or designee, and the Union President or designee, shall meet to discuss Labor-Management matters. Discussion will cover matters such as the interpretation and application of this Agreement, improvement of working conditions, safety matters and the encouragement of good human relations. The Parties agree that individual employee grievances and/or complaints will normally not be discussed at such meetings. The time and place for each meeting shall be agreeable to both Parties. Meetings will be held during duty hours and Union representative(s) shall be released from duty to attend the meetings on official time. If either Party desires additional attendees at the meeting, notification will be made to the other Party at least five (5) days in advance. Upon mutual agreement, an equal number of representatives, normally not to exceed three (3), may attend these meetings.

3. **LABOR-MANAGEMENT PARTNERSHIP COUNCIL.** The Parties recognize the Labor Management Partnership Council established 20 May 1994. The Council is administered by present guidelines and future modifications executed by the Partners.

4. **MEETINGS WITH THE COMMANDER.** The Union President may initiate a meeting with the Commander, 30th Space Wing, at a mutually convenient time and place.

## ARTICLE 11

### GRIEVANCE PROCEDURES

1. **GENERAL**. These procedures have been developed to provide a mutually acceptable method for prompt and equitable settlement of grievances. The negotiated procedures defined in this Article are exclusive to the Union, the Employer, and the employees in resolving grievances.

2. **APPLICATION**. A grievance may be initiated by the Employer, the Union, an employee, or a group of employees. Employees have the right to present and process their own grievances or to request Union representation. (Only the Union may represent employees in preparing and processing grievances under these procedures). If an employee or a group of employees elect to personally present a grievance and have it adjusted without representation by the Union, the Employer will ensure that the Union is notified in accordance with Article 5, paragraph 5 of this Agreement. Any adjustment to a grievance must be consistent with the terms of this Agreement. The Employer will provide a copy of the grievance decision to the Union.

3. **EXCLUSIONS**:

- a. Any claimed violation of 5 U.S.C. Chapter 73, subchapter III, relating to prohibited political activities (Hatch Act);
- b. retirement, life insurance, or health insurance;
- c. a suspension or removal under 5 U.S.C. 7532 (national security reasons);
- d. any examination, certification, or appointment administered by OPM;
- e. the classification of any position which does not result in the reduction in grade or pay of an employee;
- f. reduction-in-force or furloughs of more than thirty (30) days;
- g. separations during a probationary or trial period;
- h. letters of proposed disciplinary/adverse actions (This exclusion does not prevent an employee from exercising the right to have Union assistance when preparing a reply to a proposed notice.);
- i. actions regarding re-employment/reinstatement rights;
- j. any actions or decisions that have statutory appeal rights to agencies other than MSPB or EEOC;

- k. non-adoption of a suggestion or disapproval of a discretionary award; and
- l. non-selection for promotion from a group of properly ranked and certified candidates.

4. **INFORMAL RESOLUTIONS**. The grievance procedure does not preclude informal resolutions between the employee and his/her supervisor. The employee may request the assistance of a Union representative in presenting his/her complaint. If informal resolution is not attained, the grievance procedure applies.

5. **EMPLOYEE GRIEVANCE PROCEDURE**. The following Steps outline the procedures to be followed when processing a formal, employee grievance:

a. **STEP 1**. A written grievance must be filed with an Employee Relations Specialist within twenty (20) days following the effective date of the act or event creating the problem or the date the employee became aware of (or reasonably should have become aware of) the act or event. Within seven (7) days of receipt of the grievance, the Employee Relations Specialist will schedule a grievance meeting to be attended by the employee, union representative, supervisor (the immediate supervisor or the lowest level supervisor who can render a decision), and an Employee Relations Specialist. The role of the Employee Relations Specialist is to ensure all parties understand personnel procedures and practices. The purpose of the meeting is to discuss any matters pertaining to the grievance. When the grievance is filed, it must contain:

- (1) a statement of the issue being grieved;
- (2) a copy of supporting documents;
- (3) a statement of the specific remedy requested;
- (4) a statement designating the representative, if appropriate, and;
- (5) a grievance tracking form (see Appendix A).

After the meeting, if a grievance has not been resolved, additional attempts to resolve the grievance may be made. A written decision will be given to the grievant and the Union representative within seven (7) days after the meeting is held. The decision will include the employee's right to advance the grievance to Step 2 if the grievant is dissatisfied with the decision at Step 1.

b. **STEP 2**. The grievance may be advanced, in writing no later than seven (7) days after receipt of the Step 1 decision. The grievance will normally be directed to the Organization Commander (Squadron, Group, etc.), through the CPF LRO. If the grievant is assigned to a Wing Staff Agency, the grievance will be directed to the Directorate Chief (two-letter office symbol). The Step 1 grievance package will be included with the Step 2 grievance with any additional information and/or documentation. Upon receipt of the package, an Employee Relations Specialist will contact the Union representative (and employee if self-representing) to discuss a mutually agreeable time for the Step 2 grievance meeting. The meeting will normally

be scheduled and held within ten (10) days after the CPF LRO receives the grievance package. The grievant and Union representative will participate in the meeting with the appropriate deciding official and an Employee Relations representative. A written decision will be issued to the grievant and Union representative within fourteen (14) days after the grievance meeting. The decision will include the employee's right to advance the grievance to Step 3, if the requested remedy is not granted.

c. **STEP 3.** The grievance may be advanced to Step 3, in writing, no later than seven (7) days after receipt of the Step 2 decision. The grievance will be directed to the Commander, 30 SW through the CPF LRO. The Step 2 grievance package (including Step 1) will be included with the Step 3 grievance with any additional information and/or documentation. Upon receipt of the package, an Employee Relations Specialist will contact the Union representative (and employee if self-representing) to discuss a mutually agreeable time for the Step 3 grievance meeting. The meeting will normally be scheduled and held within ten (10) days after the CPF LRO receives the grievance package. The grievant and Union representative will participate in the meeting with the Commander or designee and CPF LRO or designee. A written decision will be issued to the grievant and Union representative within fourteen (14) days after the grievance meeting. The decision will include the Union's right to advance the grievance to arbitration.

6. **GROUP GRIEVANCE.** The Parties agree that when several employees have an identical grievance, the Union will select one (1) case for processing and the decision will apply to all concerned. The Union will provide written identification of the employee's name in which the grievance will be processed, as well as the names of others concerned. The procedures outlined in paragraph 5 of this Article will apply.

7. **UNION GRIEVANCES.** Union grievances are grievances, which are not individual or group grievances and may be initiated only by the Union President, or designee. A Union grievance must be in writing and submitted to the Wing Commander through the CPF LRO within twenty (20) days following the effective date of the act or event creating the problem being grieved, or the date the Union became aware of (or reasonably should have become aware of) the act or event. The grievance must include a statement of the issue being grieved, any pertinent supporting documents/information, and a statement of requested remedy. Normally, within seven (7) days the Wing Commander, or designee, will meet with the Union President, or designee. The Wing Commander, or designee, will issue a written decision within fourteen (14) days after the grievance meeting. If the Wing Commander's decision is not acceptable to the Union, the Union may invoke arbitration.

8. **EMPLOYER GRIEVANCES.** The Wing Commander, or designee, will initiate employer grievances. The grievance must be in writing, and submitted to the Union President within twenty (20) days following the effective date of the act or event creating the problem being grieved, or the date the Employer became aware of (or reasonably should have become aware of) the act or event. The grievance must include a statement of the issue being grieved, any pertinent supporting documents/information, and the requested remedy. Normally, within seven (7) days the Union President, or designee, will meet with the Wing Commander, or designee. The Union President, or designee, will issue a written decision within fourteen (14)



days after the grievance meeting. If the Union President's decision is not acceptable, the Wing Commander may invoke arbitration.

9. **EEO**. If a complaint contains allegations of discrimination, an employee has a choice of filing a grievance under the provisions of this Agreement or filing an EEO complaint in accordance with applicable regulations, but may not file both. If the employee chooses the EEO complaint system, an EEO Counselor must be contacted.

10. **TIME LIMITS**.

a. Normally, all grievance decisions will be made within the prescribed time limits. These limits may be extended at any Step by seven (7) days upon request by either party provided the extended limit is requested prior to expiration of the initial period and annotated on the Grievance Tracking Form. Other extensions may be mutually agreed to as necessary and annotated on the Grievance Tracking Form.

b. If the Employer fails to respond within time limits or fails to request an extension at Step 3, the Employer shall grant the requested remedy. Failure by the employee or Union to meet the established time limits will terminate the grievance.

c. If the due date of a grievance or decision falls on a Saturday, Sunday, holiday, or any other off-duty day, it will be due by the close of business on the next regular duty day.

d. When a data request is submitted to the Employer, the time line will be temporarily suspended until the information requested is provided. Once the information is received the time line will resume.

11. **ELECTION OF PROCEDURES**. Employees must choose the procedure under which a complaint will be processed. If the matter is not excluded, the employee has the option of using either the negotiated grievance procedure or statutory appeal procedures. The employee's option is exercised when a timely, written grievance/appeal is filed under one of the procedures. Once the option is exercised, its procedures must be followed.

12. **PRENOTIFICATION OF ULP**. Prior to the filing of a written charge alleging a violation of 5 U.S.C. 7116, the Union President, or designee, and the CPF LRO, or designee, will meet to discuss the matter.

## ARTICLE 12

### ARBITRATION

1. **INVOKING ARBITRATION.** Only the Union or the Employer may invoke arbitration. The notice to invoke arbitration must be in writing, signed by the Union President or Wing Commander, or their designee(s), and submitted to the other Party within twenty-eight (28) days following receipt of the decision at Step 3 of the negotiated grievance procedure.

2. **ARBITRATOR SELECTION.** The Parties shall immediately request the FMCS to submit a list of seven (7) arbitrators. A brief statement of the nature of the issue(s) in dispute will accompany the request to enable the FMCS to submit the names of arbitrators qualified for the issue(s) involved. A copy of Article 12 of this Agreement shall accompany the request. The Parties shall meet seven (7) days after the receipt of the list to select an arbitrator. If the Parties cannot agree on one (1) of the listed persons, they will each strike one (1) arbitrator's name from the list of seven (7) and shall repeat this procedure until only one (1) name remains. The remaining name shall be the only and duly selected arbitrator. A flip of the coin shall determine which Party strikes the first name.

3. **FEES AND EXPENSES.**

a. The losing Party shall pay the arbitrator's fees and expenses.

b. If a clarification of an arbitrator's decision is necessary, the requesting party will pay for the additional arbitration fees and expenses. The arbitrator will be requested to complete the clarification within thirty (30) days. If jointly requested, the costs will be shared equally.

c. If a transcript of an arbitration hearing is requested, the cost will be borne by the requesting party. If jointly requested, the costs will be shared equally.

d. If the Employer fails to respond within time limits or fails to request an extension at Step 3, the Employer shall grant the requested remedy.

4. **ARBITRATION PROCESSES.** Upon agreement of the Parties, arbitrators may use one of the following processes:

a. **STIPULATION OF FACTS.** A stipulation of facts to the arbitrator can be used when both parties agree to the facts of the issue and a hearing would serve no purpose. In this case, all facts, data, documentation, etc., are jointly submitted to the arbitrator with a request for a decision based upon the facts presented.

b. **ARBITRATOR INQUIRY.** An arbitrator inquiry can be used when a formal hearing would serve no purpose. In this case, the arbitrator would make such inquiries as deemed necessary (e.g., inspecting work sites, taking statement).

c. **MINI-ARBITRATION**. A mini-arbitration may be used to expedite the resolution of the grievance. In this case, the arbitrator would make such inquiries as he/she deemed necessary, prepare a brief summary of the facts, and render an on-the-spot decision without an opinion.

d. **FORMAL HEARING**. A formal hearing will be convened and conducted by the arbitrator when necessary to develop and establish the facts relevant to the issue. If the parties cannot agree to one of the above processes, a formal arbitration hearing will be used.

5. **PROCEDURES**. The arbitration hearing or inquiry shall be held on the Employer's premises during the regular day-shift work hours of the basic workweek. An employee of the unit serving as the grievant's representative, the aggrieved employee, and the employee witnesses who are otherwise on duty shall be excused from duty as necessary to participate in the arbitration proceedings without loss of pay or charge to annual leave. Employees participating on shifts other than the regular day shift will be temporarily placed on regular day shift for the duration of the hearing in which they are involved.

6. **HARMFUL ERROR**. If the grievant timely alleges a harmful error has occurred, the following definition of harmful error will apply: an error by management in the application of its procedures which, if corrected or alleviated, might have resulted in a different conclusion.

7. **AUTHORITY**. The arbitrator's authority is limited to the adjudication of issues which were raised in the grievance procedure. The arbitrator shall not have authority to add to, subtract from, or modify any of the terms of this Agreement, or any supplement thereto. In considering grievances concerning actions based on unacceptable performance and adverse actions appealable to the Merit Systems Protection Board (MSPB), the arbitrator shall be governed by Section 7701(c)(1) of Title 5, United States Code, and, to the extent applicable, by the presidential decision of MSPB.

8. **ARBITRATOR'S DECISION AND EXCEPTIONS**. The arbitrator's decision(s) shall be final and binding in accordance with 5 USC 7122 and the remedy shall be effected in its entirety unless, within twenty (20) days after receipt of the decision, the parties notify one another in writing that they are filing an exception to the arbitrator's decision. The exception to the arbitrator's decision must be filed thirty (30) days following the decision. If no exception is filed, the arbitrator's decision and remedy will be implemented.

9. **JUDICIAL REVIEW**. Either Party may seek judicial review of the arbitrator's decision on matters which could have been appealed to the MSPB during the thirty (30) day period beginning on the date the award is served on the Party.

## ARTICLE 13

### DISCIPLINARY AND ADVERSE ACTIONS

1. **GENERAL POLICY.** The Parties agree it is important to encourage early recognition and resolution of potential performance or conduct situations that could lead to disciplinary actions. Disciplinary or adverse actions will be taken only when necessary and will be consistent with applicable laws and OPM and Air Force Regulations/Instructions.

2. **DEFINITIONS.** For purposes of clarification, the following definitions from Article 2 of this Agreement are reiterated below.

a. **ADVERSE ACTION.** A removal, suspension, furlough for thirty (30) days or less, or reduction in grade or pay. Adverse actions may or may not be for disciplinary reasons.

b. **DISCIPLINARY ACTION.** An action taken by the Employer to correct an employee's delinquency or misconduct. Included are oral admonishments, reprimands, suspensions, removals and, in some cases, reductions in grade or pay. Some disciplinary actions are also adverse actions.

NOTE: A performance evaluation discussion or a counseling session is non-disciplinary. These discussions/sessions are used to provide guidance, encouragement, or instruction. They are not intended to penalize or to discipline employees.

3. **EXCLUSIONS.** Excluded from coverage under this Article is any action directed by, or subject to, the approval of OPM, a reduction-in-force, security determination, any action terminating a temporary promotion within a two (2) year period which returns the employee to an equivalent or intervening position, or termination of a temporary or probationary employee.

4. **REPRESENTATION.** A Union representative may be present during any examination or interview of the employee by a representative of the Employer if (1) the employee requests representation, and (2) the employee reasonably believes disciplinary action may be taken against him/her.

5. **TIME LIMITS FOR INITIATING DISCIPLINE.** When an employee is found to be subject to discipline, the Employer should impose an action or serve a notice of proposed action within thirty (30) calendar days of the Employer's awareness of the offense or the completion of an official documented investigation by other than a supervisor, which ever comes last.

6. **PROPOSED NOTICE OF DISCIPLINARY/ADVERSE ACTIONS.**

a. Written notices of proposed action are not required for a letter of reprimand. A verbal "notice of reprimand" and a copy of the Memo for Record will be given to the effected

employee. The employee will be given ten (10) days to provide a response to the proposal. Any decision to reprimand will be in writing.

b. A proposed notice of adverse action will state that the action will go into effect “not earlier than thirty (30) days from the date the employee receives this notice.”

7. **RESPONSES TO PROPOSED ACTIONS.** When an employee receives a written notice of proposed disciplinary or adverse action, the notice will advise the employee of his/her right to representation and to make an oral and/or written response to the deciding official. Written responses will be directed to the deciding official within ten (10) days. Extensions will be granted when requested prior to the expiration of the employee response time. The extension request must include the reason for the request and the amount of additional time needed. If the employee requests to make an oral response, the deciding official will meet with the employee and representative, if designated. The employee or representative, if designated, may present facts or material to controvert the action or to reduce the penalty. The deciding official will respond with a written decision within twenty (20) days of the receipt of the employee’s reply. The decision letter will be sent to the employee and representative, if designated.

NOTE: Proposed actions are not grievable under Article 11, Section 3.

8. **GRIEVANCE/APPEAL RIGHTS.** In the event an employee receives an unfavorable decision regarding a proposed disciplinary or adverse action, the decision letter will include the employee’s grievance and/or appeal rights. Suspension of more than fourteen (14) days up to removal and reductions in grade or pay may be grieved or appealed to MSPB.

9. **ACCESS TO INFORMATION.** Normally, an employee has the right to review all evidence presented in support of the proposed action. The employee and representative, if designated, will be given a reasonable period of time to review the evidence. At the employee’s/representative’s written request, a copy of the pertinent material relied upon to support the action will be provided.

10. **TERMINATION NOTICE.** The Employer agrees that a probationary employee normally will be given two (2) weeks notice prior to termination.

## ARTICLE 14

### PERFORMANCE APPRAISALS

1. **ANNUAL PERFORMANCE APPRAISAL.** The appraisal period for all employees starts 1 April and ends 31 March.
2. **WORK PLAN REVIEW.** Supervisors will meet with their employees at the beginning of each appraisal cycle to discuss the employee's performance elements and standards. Periodic employee-supervisor discussions are required during the appraisal period, to review currency of performance elements, to discuss work performance, and to make necessary changes to the Performance Plan. Planned systematic discussions will be beneficial to both supervisors and employees. At the end of the appraisal period, performance accomplishments are discussed. Only performance for the rating period will be evaluated. The Performance appraisal is a continuing process rather than a once-a-year effort. Periodic discussions should also assure better workmanship, increased productivity, and higher morale. For the purposes of this Article, periodic is defined to mean quarterly. Performance appraisals will be accomplished in April. The performance plan for the next year will be discussed and modified, as needed, as soon as possible thereafter.
3. **DEFICIENT PERFORMANCE.** At any time during the performance appraisal cycle that the employee's performance in one (1) or more critical elements becomes less than fully successful, the supervisor must inform the employee in writing of the critical element(s) for which performance is unacceptable, in what way it is unacceptable, and exactly what is required to bring it to a fully successful level. The supervisor will initiate an opportunity period to give the employee a reasonable time to demonstrate acceptable performance. The supervisor will help the employee improve performance during the opportunity period.

## ARTICLE 15

### EQUAL EMPLOYMENT OPPORTUNITY (EEO)

#### 1. INFORMATION.

a. UNLAWFUL DISCRIMINATION. The Parties agree that there should be no discrimination of any kind in any action involving employees because of race, color, religion, sex, national origin, age or physical/mental handicap.

b. SEXUAL HARASSMENT. A form of discrimination that involves unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

(1) Submission to such conduct is made either explicitly or implicitly a term or condition of a person's job, pay, or career; or

(2) Submission to or rejection of such conduct by a person is used as a basis for career or employment decisions affecting that person; or

(3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

2. FILING A COMPLAINT. If a complaint contains allegations of discrimination, an employee has a choice of filing a grievance under the provisions of Article 11 of this Agreement or filing an EEO complaint in accordance with EEO Complaint Procedures, but may not file both. If the employee chooses the EEO complaint system, the Chief EEO counselor shall assign an EEO Counselor to investigate the complaint. The Employer agrees to provide each employee, upon request, a copy of the Base Affirmative Employment plan and/or a copy of the EEO Complaint Procedures. Complainants and EEO Counselors shall be granted reasonable official time in accordance with appropriate regulations.

## ARTICLE 16

### MERIT PROMOTION

1. **PROCEDURES.** This Article implements OPM and Air Force directives governing civilian employee selections using competitive procedures in accordance with Federal Merit Principles and Policy. The policies and procedures contained in this Article are based on guidance published by Office of Personnel Management (OPM), 5 CFR, Part 335, AFMAN 36-203 and base supplement (AFMAN 36-203/30 SWI). This information will be available for employees to review in either the CPF or Vandenberg Electronic Publications Distribution Library (VEPDL).

2. **AREA OF CONSIDERATION.** The standard area of consideration for GS-14s and below and wage system positions will be, as a minimum, all activities within the commuting area serviced by VAFB CPF for merit promotion purposes. Use of the standard area of consideration constitutes "full competition." The area of consideration may be extended concurrently or successively, as determined by the Employer, in order to obtain an adequate source of highly qualified applicants. A special area of consideration may be established where reconstitution of a position does not create a clear successor position and the position is occupied. In this situation, area of consideration may be limited to employees serving in identical or similar positions or organizations to which the duties could have been assigned.

3. **TEMPORARY PROMOTION.**

a. An employee selected for temporary promotion will be informed of the conditions related to the temporary promotion, including return to the former position or to another position at the same grade. The employee will also be informed of the effect that termination of the promotion will have on any salary retention or retained rate held prior to the promotion. Employees will be given an opportunity to accept or decline in writing. Declination of a temporary promotion will not affect an employee's eligibility or consideration for other temporary or permanent promotions.

b. A competitive temporary promotion will be considered, rather than a competitive detail, for assignments to higher graded positions for periods of more than 120 days but not to exceed one (1) year.

c. If the conditions supporting use of a temporary promotion are expected initially to exceed one (1) year, use of permanent rather than temporary promotion will be considered.

4. **PROMOTIONS NOT SUBJECT TO COMPETITION.**

a. **CAREER PROMOTIONS.** An employee may be non-competitively promoted when, at an earlier stage, he or she was selected from an OPM register or under competitive promotion procedures for an assignment intended to prepare the employee for the position being filled. The intent must be made a matter of record and career ladders documented.



b. **CLASSIFICATION OF POSITION TO A HIGHER GRADE.** An employee may be non-competitively promoted following reclassification of the incumbent's position at a higher grade because of the assignment of additional duties and responsibilities provided:

(1) the employee continues to perform the same basic function(s) as in the former position, and there is clear evidence that the newly classified position is a successor to the former position as jointly determined by the appropriate CPF representatives;

(2) the employee meets all requirements for promotion; and

(3) there are no other employees serving in similar or identical positions to whom those duties could be assigned.

c. **OTHER PROMOTION ACTIONS NOT SUBJECT TO COMPETITIVE PROCEDURES.**

(1) a career ladder promotion following noncompetitive conversion of a cooperative education student in accordance with appropriate regulations;

(2) a position change from a position having known promotion potential to a position that does not have higher potential; and

(3) placement of employees entitled to grade retention. (Employees eligible for grade retention will be selected for positions for which qualified and which management determines to fill at grades up to and including their retained grade within the same pay system from which demoted in accordance with the priorities and policies in appropriate regulations.)

5. **OTHER EXCLUSIONS FROM COMPETITIVE PROCEDURES.**

a. Exercise of statutory restoration rights;

b. An action taken as a remedy for failure to receive proper consideration in a competitive promotion action (When an employee fails to receive proper consideration in a promotion action and the promotion action is allowed to stand, the employee will be considered for the next appropriate vacancy for which qualified. An appropriate vacancy is a position at the same grade level as the position for which consideration was lost. An employee is entitled to one (1) consideration under this provision for each consideration lost.);

c. Employees occupying formal trainee/developmental or formal apprentice type positions, up to and including the target grade of the position they encumber;

d. A temporary promotion of one hundred twenty (120) days or less;

e. Detail to a higher grade of one hundred twenty (120) days or less; and

f. Employees receiving pay retention (except those in formal training or developmental positions) will be referred for noncompetitive re-promotion in the same pay system from which downgraded prior to candidates referred through the competitive process.

6. **SKILLS CODING.**

a. To ensure that official personnel records are current, complete and accurate, it is essential that employees submit evidence of any past/new experiences, education, and training. This information is coded into the Modern Defense Civilian Personnel Data System (MDCPDS) and is used to determine qualifications and eligibility for positions.

b. Employees will review briefs generated as the result of information initially coded into MDCPDS. The employee will have thirty (30) days from the date the briefs are received to certify their accuracy. If the employee fails to correct or take action to certify the briefs within thirty (30) days, it will be assumed the information is accurate.

(1) Employees will be permitted to correct errors detected in the cited briefs.

(2) At least annually, employees should request and review their briefs to ensure the data is accurate, current, and complete. The employee may submit a Form OF 612 or equivalent to update as appropriate.

c. Employees for whom the necessary qualifications and evaluation data are not yet available for ranking, may be temporarily excluded from consideration pending acquisition and processing of the data. Arbitrary "waiting periods" are *not authorized*, and any temporary exclusion of employees under this provision must be based solely on administrative processing requirements. An employee may not be denied consideration for longer than three (3) months.

7. **SELF-NOMINATION.**

a. Vacancy announcements may be opened on any day of the workweek and shall be posted for a minimum of five workdays. In the event of connectivity or service outages at AFPC, or base-wide at Vandenberg, lasting more than one work day, the announcement will be extended to ensure it is posted for a minimum of five work days.

b. Employees who are on authorized absences (e.g. remote TDYs, reserve duty, authorized leave) for the entire announcement period shall be permitted to have a person they trust nominate them for available positions during their absence.

c. Employees shall be provided access to Government equipment and a reasonable amount of official time to search for position openings, and to self-nominate for available positions.

8. **EVALUATION OF CANDIDATES.** All eligible employees within the area of consideration, who self-nominate, will be considered for each position being filled.

9. **CERTIFICATION OF CANDIDATES.**

a. Candidates for promotion and competitive reassignment will be listed in alphabetical order on the Merit Promotion Certificate. The selecting official will consider all certified candidates and any may be selected, except in the case where a priority placement candidate is certified, as outlined in AFMAN 36-203 and base supplement (AFMAN 36-203/30 SWI). Self-nominations requesting voluntary reassignment or change to lower grade will be listed on a separate certificate.

b. When more than 15 qualified candidates have self-nominated for a position, the best qualified and above will be referred. Supervisors will also have the option of requesting that all qualified candidates be referred.

c. Upon request, the Employer shall inform any employee who has self-nominated for a position, or the employee's designated representative, of his/her qualifications for a specific fill action, and whether or not he/she was within a group of "best qualified". The selecting supervisor shall inform the employee or his/her designated representative of the reason(s) for nonselection.

d. Upon request, selecting officials may use alternate certification procedures for Merit Promotion. An employee may be selected, absent full certification, if after the full competitive process has been accomplished, the employee has been determined to be among the group of "best qualified" candidates who would have been referred on a certificate. This provision applies to in-service placements only. When selecting officials request alternate certification procedures be used, the Request for Personnel Action (RPA) will be processed as follows:

(1) The requestor shall include the statement "Request alternate certification procedures be used for (employee's name), if within reach for referral," in the remarks section of the RPA.

(2) The RPA will be forwarded to the Air Force Personnel Center (AFPC) for recruitment. An internal merit promotion announcement will be posted; and employees interested in being considered for the position must self-nominate. Candidates will be screened against an approved template.

(3) If the employee whose name was requested self-nominated for the position and is determined to be among the group of "best qualified" candidates, no further ranking will be necessary. The staffing specialist and selecting official will be notified that the person is within reach for referral and the action will be processed without formal certification.

(4) The Union, or any employee who applied for the position, may request the information detailed in Paragraph 13 of this article.

10. **INTERVIEWS.** Supervisors may interview all competitive promotion candidates. If one candidate is interviewed, all candidates will be interviewed unless: (1) the candidate is currently

working under the direct supervision of the selecting supervisor, (2) the candidate has been previously interviewed by the selecting supervisor within the preceding ninety (90) days for a position of the same pay plan and series, or (3) the candidate is unavailable for interview for a period in excess of five (5) workdays after the date initial contact was attempted by the selecting supervisor. All candidates will be asked the same questions. No candidate will have access to the questions prior to the interview. If the interview is used to make further distinction among candidates, the evaluation will be limited to measuring job-related knowledge, skills, abilities, and other characteristics (KSAOs).

#### 11. **SELECTION.**

a. The selecting official will review the STAIRS resume or other documentation provided by the CPF prior to selection.

b. The selecting official will indicate his/her selection by completing and signing the appropriate certificate and returning it to the CPF. The gaining supervisor will arrange a release date with the losing supervisor for on-base employees.

c. The selecting supervisor will advise each candidate referred, in writing, of his/her non-selection except for employees who declined consideration.

12. **RELEASE OF SELECTED EMPLOYEES.** Normally, employees selected for promotion will be released effective the beginning of the first pay period that begins at least two (2) weeks after the selection period. In unusual circumstances, the release may be extended by mutual agreement of the losing and gaining supervisors for a maximum of thirty (30) calendar days.

13. **REVIEW OF RECORDS.** Employees should first review the qualification standards found on the web at [www.opm.gov](http://www.opm.gov), prior to inquiring with the CPF. The Union and all bargaining unit employees will have access to a copy of the merit promotion plan through the Vandenberg Electronic Publications Distribution Library (VEPDL), or by requesting it from the CPF. After a search for candidates has been completed and the best qualified have been determined, the Union, all bargaining unit employees, or their designated representatives, are entitled, upon inquiry to the CPF, to be informed of their qualifications for a specific fill action. An employee who self-nominated for a position, or the Union, will be given the following information upon request:

- a. Whether the employee was considered and met minimum qualifications,
- b. All selection criteria,
- c. Whether the employee was, or would have been (absent the use of alternate certification), one of those referred to the selecting official,

- d. The name of the individual who was selected,
- e. The Supervisor's reasons for selecting that individual, and
- f. Any other available information which is relevant and pertinent to the specific fill action.

14. **INFORMATION TO EMPLOYEES AND UNION.**

- a. Positions filled by promotion will be published on a quarterly basis.
- b. Standardized position descriptions or core documents are available at the Air Force Personnel Center web site.

15. **EMPLOYEE COMPLAINTS.** An employee who believes that his or her experience was not properly credited, was incorrectly ranked, or that the terms of the promotion plan were not otherwise followed, thereby depriving him/her of promotional consideration, is urged to discuss his/her concern informally. If the concern is in regard to the ranking/referral process, the employee should initially discuss the matter with the CPF. If these efforts are unsuccessful the employee may submit a formal grievance in accordance with Article 11 of this Memorandum of Agreement. Nonselection from a group of properly ranked and certified candidates is not an appropriate basis for a formal complaint or grievance.

NOTE: This Article was renegotiated and accepted by the parties on 5 March 2004. It supersedes the previous Article 16, as amended, in the 4 Dec 1998 – 3 Dec 2001 MOA.

FOR THE EMPLOYER:

*(SIGNED)*

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PATRICIA L. GRIJALVA  
Chief, Civilian Personnel Flight

FOR THE UNION:

*(SIGNED)*

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GEORGE LEININGER  
President, Local 1001, NFFE

## ARTICLE 17

### POSITION CLASSIFICATION

1. **GENERAL POLICY**. The Classification Program shall be conducted within the guidelines issued and authority delegated by the OPM and Air Force directives.
2. **MODIFICATION**. Prior to initiating official personnel actions, the Union will be notified and supervisors will discuss proposed action to modify job descriptions of unit positions with the affected employee(s) and Union representative, if one is appointed. Modifications are understood to mean a change of pay plan, title, occupational series, competitive level, grade and/or qualification requirements.
3. **REVIEW**. When prior arrangements have been made, an employee, and/or designated representative may review the Position Classification Standards for their position. An employee who feels that his/her position is improperly classified, or who believes his/her competitive level is incorrect, shall have the right to request a meeting with the supervisor and the position classifier to resolve the issue. The meeting will normally take place within ten (10) days of the request. A duly designated Union representative may accompany the employee to the meeting. The Position Classification Specialist will review the employee's regular work assignments and determine whether or not the rating or classification is proper for the work performed. The Employer agrees to consider fully any information which the employee, and/or representative may wish to present. If satisfactory resolution is not reached, the Employer will furnish the affected employee a written summary of the findings and pertinent classification appeal rights within thirty (30) days of the meeting. If a review of a position reveals that there has been an accretion of duties deserving of a higher grade, the Employer will take appropriate action.

NOTE: Use of the phrase "Performs other duties as assigned" will not be used in position descriptions.

## ARTICLE 18

### ENVIRONMENTAL DIFFERENTIAL PAY (EDP) AND HAZARD PAY

1. **POLICY**. The parties hereby agree that Environmental Differential Pay (EDP) or Hazard Pay will be paid for exposure to various degrees of hazard, physical hardships, and working conditions of an unusual nature in accordance with applicable agency and OPM directives. The local implementation of such regulations is subject to negotiations under the provisions of this Agreement.
2. **EVALUATIONS**. An employee, or a group of employees, may request that the working conditions of their positions be evaluated to determine if EDP or Hazard Pay should be authorized for payment or should continue to be paid. Requests will be submitted in writing to the appropriate supervisor. When requested by the supervisor, such evaluations shall be conducted in a reasonable amount of time and any approved action promptly taken. When a decision to eliminate EDP or Hazard Pay has been made, the Employer will discuss the findings with the Union.
3. **PAY CONTINUANCE**. Once EDP or Hazard Pay is authorized, it will continue to be paid unless the element of hazard has been practically eliminated by protective measures or equipment.
4. **REDRESS RIGHTS**. Disputes concerning the application for, or payment of, EDP or Hazard Pay will be resolved using the negotiated grievance procedures under the provisions of this Agreement.

## ARTICLE 19

### DETAILS

1. **DEFINITION.** A detail is a temporary assignment of an employee to a different position for a specified period, with the employee returning to his/her regular duties at the end of the detail. A detail exists when an employee is temporarily assigned to perform duties, which are of a higher, or lower grade, or which require different qualifications, or on which different skills or experiences will be obtained. Technically, a position is not filled by a detail, as the employee continues to be the incumbent of the position from which detailed.
2. **AUTHORIZATION.** Details are intended only for temporary needs of the Employer's work program when necessary services cannot be obtained by other desirable or practicable means. It is recognized that details may be made appropriately under circumstances such as the following:
  - a. to meet emergencies occasioned by abnormal work load, change in mission or organization, or unanticipated absences; and
  - b. pending official assignment, pending description and classification of new position, pending security clearance, and for training purposes (particularly where the training is a part of an established promotional or development program).
3. **PROHIBITED.** Detailing employees to other kinds of positions or to other examining jurisdictions immediately after competitive appointment tends to compromise the competitive principle and is not normally permitted. The Employer may waive the restrictions on details to make an emergency detail of not more than thirty (30) days.
4. **DETAIL TO A HIGHER GRADED POSITION.** A fully qualified employee eligible for noncompetitive temporary promotion who has been detailed to a properly documented higher graded position and assigned to a group of duties that have been properly classified to a higher grade for more than thirty (30) days will be temporarily promoted for the remainder of the detail, except during a freeze.
5. **EMPLOYEE SELECTION.** Selection of an employee will be fair and equitable in relation to all employees available for detail. Such matters as assignments that enhance qualifications, offer promotion possibilities, or entail other benefits, will be fully considered.
6. **DISCUSSION.** The supervisor will advise the employee of the reasons for the action, nature of duties and responsibilities to be performed and the approximate or proposed length of the detail.
7. **ASSIGNMENTS OTHER THAN DETAILS.** The following are not treated as details:



a. the performance of regular duties while assigned away from the official duty station;  
b. loan of an employee to another Air Force activity or office to meet temporary or limited emergency work situations where the position has the same grade, series, and basic duties as his/her regularly assigned position;

c. assignment of an employee to duties performed occasionally or for short periods of time (These assignments should be related to the employee's official duties, responsibilities, and qualifications. However, where the assignment of a duty becomes a principal duty and is performed on a continuing basis, a classification review should be requested. An employee's official position description depicts only the principal duties and responsibilities and supervisory relationships for purposes of pay, training, and qualification determinations. Minor duties are frequently not reflected as they are not needed for such determination.); and

d. authorized educational and training activities where employees are absent from official assignment, but pay is continued.

8. **DOCUMENTATION**. Details of thirty (30) days or less are documented by the employee's supervisor in the EWF. The Employee may submit an OF 612, Optional Application for Federal Employment, to the CPF to document experience in the employee's OPF. Details in excess of thirty (30) days are documented in the OPF and a copy of the SF 50, Notification of Personnel Action, is forwarded to the employee.

## ARTICLE 20

### FURLOUGH

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

2. **INFORMATION.**

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

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

c. No employee will be disciplined in any way for speaking with the media, Congress, or private citizens regarding their personal views relating to furloughs.

3. **FURLOUGH SCHEDULES.**

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

b. Employees who are to be furloughed may, at the employees' request, be allowed to use Leave Without Pay (LWOP) in place of furlough days. However, employees may not be required to take a specified number of days or hours of LWOP in lieu of furlough time.

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

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

e. During those periods when a furlough is necessitated due to shortfalls in local civilian pay, the agency will calculate the necessary furlough time in hours, so that employees on Alternate Work Schedules (AWS) will be treated equitably.

4. **ENTITLEMENTS/BENEFITS.**

a. During periods of furlough, affected employees will continue to receive all benefits and entitlements in accordance with applicable laws and regulations. Furloughed employees will be provided Standard Form (SF) 8, Notice to Federal Employees about Unemployment Insurance, and will be advised to refer questions about unemployment compensation to the Employment Development Department (EDD).

b. Furlough periods will not affect in any way, an employee's annual performance appraisal/award.

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

5. **RESOLVING DISPUTES.** Grievances/disputes arising from management's furlough decisions will be addressed in accordance with the Negotiated Grievance Procedure outlined in Article 11 of this Agreement.

## ARTICLE 21

### REDUCTION-IN-FORCE (RIF)

1. **POLICY**. Employees shall be entitled to all rights afforded them under established laws, rules, regulations, and policies when affected by a RIF. The Union will be notified in advance and shall be afforded an opportunity to attend any meeting in which RIF notices are delivered to unit employees.
2. **NOTIFICATION**. The Union will be notified by CPF officials whenever it has been determined by the Employer that a RIF affecting one or more unit employees is necessary. Initial notification will include the reasons for the RIF, number and types of positions affected, and approximate date the actions will take place.
3. **EXISTING VACANCIES**. Existing vacancies will be utilized to the extent possible to place employees in continuing positions who otherwise would be affected by the action. RIFs will be carried out in compliance with applicable regulations and laws.
4. **SEPARATIONS**. Career or career-conditional employees separated because of a RIF will be placed on the Re-employment Priority List. Such employees will be given preference for rehiring in temporary and permanent positions for which qualified. Acceptance of a temporary appointment will not alter the employee's right to be offered permanent employment.
5. **REVIEW**. An employee and/or designated Union representative, has the right to review pertinent RIF records. Advance arrangements with CPF officials will be required.

## ARTICLE 22

### EMPLOYEE LISTINGS

1. **COMPUTER LISTINGS.** The Employer agrees to give the Union, upon written request, computer listings containing information on bargaining unit employees and positions. The only restrictions on the information contained on the listings will be that the data must be available in the CPF computer files and that any information restricted by law or by regulation of higher authority will not be released.

## ARTICLE 23

### SUBSTANCE ABUSE

1. **POLICY**. The Union acknowledges that the Employer's position on substance abuse use is that abuse that impairs performance, attendance, conduct, or the mission is not compatible with Air Force civilian standards. The Union will support the Employer in maintaining the substance abuse program, will encourage its officers and representatives to become familiar with the program, and will encourage employees with a substance abuse problem to seek assistance at the Mental Health Clinic or other appropriate source.

2. **DRUG TESTING - DESIGNATED POSITIONS**. Illegal drug use by employees in sensitive positions presents a clear threat to the mission of the Air Force, national security, and public safety. The Employer has the right to conduct random drug screening of employees who are either currently assigned to, or who are selected for assignment to, Testing Designated Positions (TDPs). The Employer also has the right to conduct other forms of drug testing as approved in the Air Force Civilian Drug Testing Plan. Such other forms of drug testing may include reasonable suspicion testing, accident or safety mishap testing, voluntary testing, and testing as part of or as a follow-up to counseling or rehabilitation. The establishment and administration of the Employer Drug Testing Program will be in accordance with the Air Force Civilian Drug Testing Program.

a. All new employees are notified of the Air Force's drug testing program as a part of in-processing. All current employees were previously notified of the program requirements.

b. The Employer will normally notify an individual selected for random testing through the individual's first level supervisor or designee. Notification will occur the same day the test is scheduled, normally within two (2) hours of the scheduled testing. The Employer shall explain that the employee's name was selected randomly and the employee is under no suspicion.

c. If requested by the employee, a Union representative may accompany the employee to the VAFB hospital for collection of the specimen and to verify the collection.

d. If employees want to arrange for private testing within twenty-four (24) hours of Employer-directed testing, sufficient leave may be granted by the supervisor, if requested. Any private testing will be done at the employee's expense.

e. Employees who test positive are entitled to Union representation at any Employer conducted meeting concerning the test results which may lead to disciplinary action.

f. An employee found to use illegal drugs will be sent to the Mental Health Clinic or other appropriate source for referral to substance abuse counseling/rehabilitation. If the employee chooses to participate in a rehabilitation program, the requirements and conditions of the employee's participation in the program will be clearly specified in an agreement drawn up by

the Employer for the employee. The employee will not be permitted to remain in a TDP position. However, at the discretion of the Employer, and as part of rehabilitation, an employee may be returned to duty in a TDP if it can be determined that the employee's return would not endanger public health, safety, national security, or the mission of the activity or the Air Force.

g. Reasonable suspicion testing will be initiated by Management officials only. The Employer will substantiate the reason for this testing in writing. The statement will specifically address all details relied upon by management for ordering reasonable suspicion testing. Reasonable suspicion testing will be based upon reasonable suspicion of on-duty related impairment supported by:

(1) evidence of specific personal observations concerning job performance, appearance, behavior, speech, or bodily odors of the employee, or

(2) information received from an unidentified source or sources supported by corroborative evidence from a manager or supervisor with training and experience in the evaluation of drug-induced impairment.

h. If collection site personnel believe an employee may alter or substitute a specimen, and decide to observe the employee, the collection site monitor will provide the employee with a written statement prior to the taking of the urine sample. The statement will specify the reason for suspicion and will be signed by the collection site monitor.

i. Upon receipt of a positive test result, employees will have an opportunity to provide appropriate documentation/explanation supporting legitimate use of drugs. The documentation/explanation shall be validated by a medical review officer of the Employer.

j. Urinalysis tests are conducted using either a random sampling or reasonable suspicion method and will not be initiated as a punitive measure.

k. If designated as a representative in a disciplinary or adverse action, the Union will be provided copies of all laboratory proficiency test results specifically requested by the Employer.

1. The severity of the disciplinary/adverse action taken against an employee found to use illegal drugs will depend on the circumstances of each case. Disciplinary action will be consistent with applicable laws and regulations, and may include the full range of disciplinary action up to and including removal.

m. Employees occupying TDPs will be randomly identified for drug testing by computer generated selection.

3. **REFERRAL**. The Employer shall provide for the referral of any employee to the Mental Health Clinic or other appropriate source for problems involving suspected substance abuse. Nothing in this Agreement shall preclude an employee from voluntarily seeking assistance on his/her own initiative for substance abuse problems.

## ARTICLE 24

### HEALTH AND SAFETY

1. **GENERAL POLICY.** The Employer agrees to continue an active and aggressive Safety Education program for employees.

2. **FACILITIES.** The Employer agrees that adequate and sanitary toilet facilities and washing facilities will be provided where possible. An exception to this policy will be allowed only in circumstances where remote or inaccessible work areas are involved, or other bona fide reasons exist.

3. **UNSAFE CONDITIONS.** Employees will be provided with the proper equipment and appropriate training when performing duties involving physical hazards. If the employee believes that the assigned duties endanger health or well-being, the employee shall immediately notify the supervisor. The supervisor shall promptly investigate and correct the condition, if possible. In those cases in which the employee reasonably believes there is imminent risk of death or serious bodily harm, coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures, the employee may refuse to carry out the supervisor's instructions. The employee acknowledges that if subsequent investigation reveals that there was no basis for refusing to perform the duties, disciplinary action may be taken. Employee complaints relating to unsafe conditions may be grieved under the provisions of this Agreement.

4. **BASE SAFETY.**

a. The Union may appoint a representative to the Base Safety Council. The Employer will provide the Union advance notice of the date and time of the quarterly meeting.

b. The Base Safety office will notify the Union President when safety inspections are scheduled, to provide the Union an opportunity to appoint a Union Representative to accompany the inspection team.

5. **ON-THE-JOB INJURY - FEDERAL EMPLOYEE'S COMPENSATION ACT (FECA).**

a. Employees will notify their supervisor immediately if an injury occurs on the job. The employee, or someone acting on the employee's behalf, must complete the employee's portion of Form CA-1, Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation, and return it to the supervisor within two (2) working days after the injury.

b. Supervisors are responsible for reporting traumatic injuries and occupational diseases to the CPF and 30 SW Safety Office.



c. Either the Base Hospital or a physician of the employee's choice will complete a CA-16, Authorization for Examination and/or Treatment, authorizing treatment.

d. If disability results from an occupational disease, employees will complete Form CA-2, 'Notice of Occupational Disease and Claim for Compensations, and supporting documentation. Supervisors will arrange an appointment with the CPF Injury Compensation Program Administrator (ICPA) for the employee to receive necessary claim Form CA-2 and documentation checklist.

e. The CPF ICPA will process all FECA claims through the Office of Workers' Compensation Programs (OWCP) when lost time or medical expenses occur.

f. An employee, an employee with a representative, or a representative designated in writing by the employee, may review that employee's FECA case file unless OWCP does not authorize the CPF to make it available. Copies of pertinent documents not already available to the employee may be provided upon written request. A specific list of documents with an explanation of why they are needed will be required.

g. Instructions regarding how to file a claim when injured on the job will be posted on all Official Civilian Bulletin Boards.

6. **EMPLOYEE SAFETY**. The Employer recognizes the valuable part the Union plays in safety at VAFB. The Union will continue to encourage all employees to work in a safe manner. It also encourages employees to promptly report on situations which appear to be unsafe or hazardous.

7. **SMOKING POLICY**. Since the Surgeon General has determined that smoking can constitute a health hazard, the Parties are committed to providing a work environment reasonably free of contaminants. Smoking on VAFB is governed by Air Force and Major Command regulations and supplements, and VAFB regulations, supplements and policies. Employees who desire to do so will be allowed reasonable duty time to participate in a smoking cessation program established at the 30th Medical Group.

8. **SEAT BELTS**. Employees will wear seat belts while operating, or riding in, either government or private vehicles on VAFB. Failure to wear seat belts may result in disciplinary action.

9. **ASBESTOS ABATEMENT**. Management will abide by the Federal Personnel and Occupational Safety requirements to give physicals and provide proper equipment for any and all personnel working on any kind of asbestos abatement. At any time asbestos abatement is undertaken, affected employees will be provided, or moved to, a safe working environment until the asbestos abatement work is completed.

## ARTICLE 25

### MEDICAL REASSIGNMENT

1. **GENERAL POLICY**. The Parties acknowledge that the physical and mental health of employees is a major concern in conducting operations and accomplishing mission objectives. Employees are expected to meet the requirements of established medical qualifications necessary to perform their assigned duties and responsibilities in an efficient and safe manner. If the employee's private physician determines that the employee should not, or cannot, perform assigned duties, the employee may request medical reassignment. Employees requesting medical accommodation must provide acceptable medical documentation in accordance with applicable directives, and as specified by the Employer. It is solely the employee's responsibility to provide adequate medical documentation.
2. **TEMPORARY DISABLING CONDITIONS**. Employees may request a temporary reassignment due to a temporary disabling condition. The employee must provide the medical documentation identifying the problem, explaining how the problem prohibits normal job performance, and the expected duration of the problem. It is understood that the Employer is under no obligation to provide a temporary reassignment since sick leave would normally be requested and approved for temporary disabling conditions.
3. **PERMANENT DISABLING CONDITION**. If the employee is unable to perform normal duties and responsibilities due to a medical condition, and the condition is expected to last indefinitely, a permanent medical reassignment may be requested. The employee will assume sole responsibility to demonstrate the nature and impact of the medical condition. The Employer retains the right to base a decision regarding reassignment on a reasonable evaluation of the supporting evidence provided by the employee. Employees will be provided a summary of the specific content of the medical documentation that is generally required to make a reassignment determination. The employee is responsible for all costs associated with obtaining the necessary medical documentation. The Employer will make a determination regarding medical reassignment of employees on a case-by-case basis.
4. **DISABILITY RETIREMENT**. Upon request, an employee will be granted sick leave, annual leave, and/or leave without pay, in accordance with Article 29 of this Agreement, pending approval of his/her disability retirement application.

## ARTICLE 26

### TRAINING AND EMPLOYEE DEVELOPMENT

1. **EMPLOYEE DEVELOPMENT**. The Parties agree that employees should be encouraged to participate in training and employee development programs. To this end, the Employer shall attempt to develop in-service training to meet the needs of the employee.
2. **OUTSIDE TRAINING PROGRAM**. The Employer may grant employees paid time off during working hours to enter a training program or course of instruction that will assist in achieving the organization's mission and performance goals. Approval of such training will be contingent upon individual mission requirements and prior approval of the supervisor and the CPF. With prior approval and upon satisfactory completion of the course, the Employer shall pay the employee for the cost of tuition, books, and supplies, as applicable.
3. **PERSONAL DEVELOPMENT**. Employees may participate in training for personal development at the employees' own expense, and on annual or leave without pay, subject to approval of the supervisors, in accordance with existing rules and regulations.
4. **DOCUMENTATION**. Evidence of satisfactory completion of training courses or programs must be submitted by the employee and shall be placed in the employee's Official Personnel Record in accordance with existing rules and regulations.
5. **ON-THE-JOB TRAINING (OJT)**. Employees may be periodically tasked to either assist or provide OJT for co-workers. Normally, employees conducting OJT will be provided additional assistance, or additional time, for their normal job requirements.

## ARTICLE 27

### WORK SCHEDULES

1. **BASIC WORKWEEK.** Normally the basic work week at VAFB will consist of five (5) days, Monday through Friday, on each of which the employee works an eight (8) hour shift (exception: employees on a compressed work schedule). Except for emergencies, or as provided for in appropriate regulations, mixing of shifts will not take place within the basic workweek. The Union will be provided written notification of any management initiated change to the employee(s) workweek.
2. **UNCOMMON TOURS.** The Employer will consider use of qualified volunteers for uncommon tours of duty. In the event there are insufficient volunteers, the Employer agrees that seniority, based upon inverse order of Service Computation Date (SCD), will be used as the basis of selection from those employees who possess the skills required for the mission.
3. **RESCHEDULING.** In effecting any change in the days and/or work hours of an employee's basic work week, the Employer shall give the affected employee(s) and the Union at least two (2) weeks written notice prior to the start of the administrative work week in which the change will take effect. In emergency situations the employee(s) and the Union will be given as much advance notice as possible.
4. **CLEANUP TIME.** In those areas where working conditions include working with oils, paints, fuels, sewage, etc., the Employer will provide needed personal cleanup time up to fifteen (15) minutes before the end of the work day.
5. **DAYS OFF.** The Employer will normally schedule basic work weeks so that employees will have two (2) consecutive days (48 hours) off during a seven (7) day period. In any situation in which the Employer is not able to provide forty-eight (48) hours off, it will provide equitable treatment in assignments to employees, as far as practicable.
6. **ALTERNATIVE WORK SCHEDULE (AWS).** All employees have the right to apply for AWS. AWS has proven to be a valuable work scheduling method and promotes a family friendly work place. Other benefits include improved morale, productivity, and environment (reduction in number of driving days). The Employer has the authority to disapprove an individual request when the work requires particular schedules or skills. Changes in AWS that are necessary to accomplish the work objectives may be made. The Union will be notified of the changes in advance. The Employer will provide the employee written justification for denying an AWS. Applying for an AWS is voluntary. Approved AWSs are:
  - a. 4-10 - A compressed schedule. The employee works four (4), ten (10) hour days per week. The employee schedules his/her day off with the supervisor's approval.

b. 5-4/9 - A compressed schedule. The employee works eight (8), nine (9) hour days with one (1), eight-(8) hour day. The employee schedules his/her short day and day off with the supervisor's approval.

c. An employee may identify specific needs for a certain schedule, including the normal eight-(8) hour day. The Employer will attempt to meet those expressed needs.

7. **REST BREAKS**. Normally employees will be allowed fifteen (15) minutes paid break during each four-(4) hours of continuous work.

8. **NO NOTICE EXERCISES**. The Union acknowledges that "no notice" exercises involving temporary relocation of employees may be conducted by the Employer. The Union will be notified as soon as possible after official base notification.

9. **SHIFT WORK**. Shift work will be assigned to efficiently carry out mission requirements. To the maximum extent possible, employees' preferences will be considered in assigning tours of duty. The most senior employee, as ranked by SCD, will have first choice of shift assignment. Employees will not be required to start work before the start of their shifts, or continue after the end of their shifts, without payment of overtime or compensatory time.

## ARTICLE 28

### OVERTIME

1. **POLICY**. Overtime work will be held to a minimum and be restricted to only those skill requirements essential to meeting operational needs. The Employer agrees to equitable distribution of overtime. Overtime will be performed on a rotational basis, within the specific unit where overtime is required, except when specific skills are needed.
  
2. **PROCEDURES**. The Employer shall create an overtime roster by rank ordering the qualified employees by SCD with the most senior employee at the top of the list. Starting at the top of the roster and working down, the Employer will offer overtime work to each employee until the Employer has the number of employees necessary to perform the overtime work. After working or refusing to work an overtime assignment, the employee rotates to the bottom of the roster. If after going through the entire roster of employees, insufficient employees volunteer, the Employer will assign overtime to the most junior ranking employees on the roster. For example, if the Employer needs four (4) employees to perform overtime work, and five (5) employees volunteer, the Employer will assign overtime to the four (4) most senior employees. On the other hand, if the Employer needs four (4) employees to perform the overtime work, and only two (2) employees volunteer, the Employer will assign overtime to the two (2) volunteers and the two (2) most junior non-volunteers.
  
3. **ASSIGNMENT**. In the assignment of overtime, the Employer agrees to provide the employee with as much advance notice as practicable. The Employer further agrees to give due consideration to the employee's personal circumstance, subject to the paramount requirements of fulfilling the mission. Normally, an employee designated to work overtime on a day outside the work week will be given one (1) day's advance notice before the overtime commences. Confirmation of instructions to report for overtime will normally be given no later than the start of the lunch period on the last scheduled shift before the overtime commences.
  - a. The Union recognizes that in some cases, such as the breakdown of equipment or other unforeseen circumstances, little or no advance notice may be given. Overtime under these circumstances will be kept to a minimum.
  
  - b. In the event of the cancellation of overtime in organizations where such cancellations occur frequently (e.g., scrubbing of missile launches), the Employer will endeavor to notify employees of the cancellation a minimum of four (4) hours prior to the scheduled report time.
  
4. **CALLBACK**. "Call-back" is unscheduled overtime work performed by an employee on a day when work was not scheduled, or for which the employee is required to return to the place of employment. If the employee is required to return to duty, he/she is entitled to a minimum of two (2) hours overtime pay or compensatory time off, whether or not work is actually performed.

5. **ON-CALL STATUS.** An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if:
- a. The employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius, or
  - b. The employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another person.

Note: If the employee is required to return to duty, he/she is entitled to a minimum of two (2) hours overtime pay or compensatory time off, whether or not work is actually performed.

6. **PAYMENT.** Employees shall be compensated in increments of fifteen (15) minutes for all overtime worked in accordance with applicable regulations.

7. **BREAKS.** Normally, employees required to work overtime in excess of two (2) hours will be authorized an unpaid rest period of thirty (30) minutes at the employees' discretion, at the end of their regular tour of duty, or as soon thereafter as possible, mission requirements permitting. A lunch period will be authorized during the overtime period whenever overtime exceeds four (4) hours.

- a. Normally, employees who work overtime will be allowed fifteen (15) minutes paid break during each four (4) hours of continuous work.

- b. "Crew Rest" shall be considered an excused absence without charge to leave or loss of pay.

8. **RECORDS.** The Employer agrees to maintain accurate records of all overtime worked and to make such records available to the Union and employees. The Union and/or employees who request review of pertinent records must make satisfactory advance arrangements.

9. **STANDBY DUTY.** An Employee will be considered on duty and time spent on standby duty shall be considered hours of work if:

- a. The Employee is restricted to the agency's premises, or so close thereto that the employee cannot use the time effectively for his or her own purposes, or

- b. The employee, although not restricted to the agency's premises:

- (1) Is restricted to his or her living quarters or designated post of duty;

- (2) Has his or her activities substantially limited; and

- (3) Is required to remain in a state of readiness to perform work.

**COMPENSATORY TIME.** The Fair Labor Standards Act (FLSA) does not modify any existing laws, but does establish a minimum standard to which nonexempt employees are entitled. To the extent that the FLSA would provide a greater pay benefit to a nonexempt employee than the benefit payable under other existing pay rules, the employee is entitled to the FLSA benefit. References to payment of overtime in this Article include both payment of money and the use of compensatory time as methods of payment. General Schedule (GS) employees whose basic rate of compensation exceeds the maximum for grade GS-10, Step 10, may be required to take compensatory time off in lieu of overtime pay. An employee who is required to take compensatory time off will be notified of this requirement at the time he/she is ordered to work overtime. Compensatory time must be used within twenty-six (26) biweekly pay periods, or it must be paid at the end of that time. GS employees, whose rate of basic pay is equal to or less than the maximum rate of grade GS-10 (Step 10) and Wage Grade employees may request that they be granted compensatory time in lieu of overtime pay. When overtime hours worked are compensated by time off, the rate is one (1) hour off for each hour worked, the amount of time off to be equal to the time spent in overtime work.



## ARTICLE 29

### LEAVE

1. **GENERAL POLICY.** Employees shall earn leave in accordance with applicable laws and regulations. The Employer agrees to administer leave in a uniform and equitable manner. Employees are personally responsible for notifying their immediate supervisor, or other management representative in the chain of command, when they are prevented from reporting to work.

2. **ANNUAL LEAVE.** The Employer agrees to maintain a liberal leave policy and to grant leave to employees for the purpose of rest, relaxation, and recreation. The following policy will be applied to annual leave.

a. The Employer agrees to develop tentative annual leave schedules for vacation purposes no later than 31 January. A reasonable attempt, consistent with work load requirements, will be made to satisfy the desires of the employee with respect to approval of two (2) consecutive weeks of annual leave for vacations.

b. The supervisor will review leave use and leave schedules in August and October to ensure any leave subject to forfeiture has been scheduled. The use of annual leave may be directed by the Employer to the extent necessary to preclude forfeiture at the end of the leave year.

c. When a conflict in scheduling leave occurs, the supervisor will confer with the employees concerned to obtain mutual agreement to resolve the conflict. If this step fails, and in the absence of a determinable personal hardship as determined by the supervisor, the person with the earliest SCD in the work unit concerned will be given the first choice of the desired time.

d. Unprojected annual leave will be requested as far in advance as possible. Approval will be considered subject to mission requirements.

e. Leave may be requested for emergency situations which prevent employees from reporting to work due to reasons beyond their control or ability to anticipate. Under these circumstances, the employee must contact their immediate supervisor or other designated management official immediately at the start of the duty shift. Normally, leave will be approved for the amount of time necessary to resolve the emergency situation. The employee may not presume approval of emergency leave.

f. When it is necessary to cancel previously approved leave, the reasons for cancellation will be explained to the affected employee.

3. **SICK LEAVE**. The Union joins the Employer in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave so it will be available to them in case of extended illness. The following procedures will apply.

a. Sick leave, if available, shall be granted to employees when they are incapacitated for the performance of their duties by bona fide illness or injury, or in other circumstances as set forth in applicable regulations.

b. A supervisor may require acceptable medical evidence for employee absences of more than three (3) consecutive workdays because of incapacitation for duty. The acceptable evidence must cover the entire period of absence and indicate why the employee was incapacitated.

(1) Medical evidence is defined as a written statement signed by a licensed physician or medical specialist.

(2) Medical specialist is defined as a physician who is board certified in a medical specialty.

c. Requests for sick leave to cover pre-arranged examinations or treatment (such as medical, dental, optical, etc.), must be submitted as far in advance as possible. Requests for non-emergency service may be denied if the employee's services are needed.

d. Leave may be denied if the employee fails to follow prescribed procedures for requesting or documenting either emergency or non-emergency sick leave.

e. Requests for unscheduled sick leave will be made as soon as possible after it is determined that leave is needed, but no later than two (2) hours after the start of the employee's scheduled shift; or in accordance with leave control procedures, if applicable.

f. Employees are responsible for notifying their supervisor on a daily basis regarding their sick leave status. With prior approval of the supervisor, an employee who expects to remain absent for more than one (1) scheduled shift shall be relieved of the responsibility of required daily notification.

4. **LEAVE WITHOUT PAY (LWOP)**. LWOP is a temporary nonpay status and an authorized absence from duty granted upon the employee's request, or when the employee has insufficient annual or sick leave, or compensatory time available to cover an approved absence. An employee does not have to exhaust annual leave before requesting LWOP. LWOP cannot be imposed as a penalty. The granting of LWOP is a matter of administrative discretion.

5. **ADMINISTRATIVE LEAVE**. When normal operations are interrupted by events beyond the control of the Employer or employees such as fire, flood, breakdown of equipment, etc., the Wing Commander may excuse employees from duty without charge to leave.

6. **LEAVE CONTROL**. If an employee is placed on leave control it will be justified in writing and state the start and stop dates. The employee's supervisor may adjust the stop date, as appropriate, based upon the employee's conformance with his/her leave control letter.

## ARTICLE 30

### TEMPORARY DUTY (TDY) TRAVEL

1. **GENERAL POLICY.** Employees shall not travel, or be required to travel, except under the conditions and procedures prescribed by pertinent Department of Defense Civilian Personnel Joint Travel Regulations (JTR). Employees who are required to travel in the course of performing assigned duties shall be paid and shall receive per diem and travel allowances as provided by applicable regulations. When prior arrangements have been made, copies of the JTR shall be made available to employees for review.
2. **EMPLOYEE EXPENSES.** Employees may be required and are expected to perform TDY travel in order to accomplish the mission assigned to the Employer. It is further understood and agreed that the travel of employees shall be directed only for those purposes and by those means which are in the best interest of the Government. When such temporary duty travel is necessary, the desires, convenience, and comfort of employees will be considered consistent with the mission assigned. Employees on TDY are expected to exercise the same care in incurring expenses that a prudent person would exercise in traveling at his own expense.
3. **TRAVEL ORDERS.** A standard travel order will be issued when travel is at Government expense. Travel orders will not normally be used for on-base or vicinity travel.
4. **METHOD OF TRAVEL AND EXPENSES.** Travel will be by that method of transportation which will result in the greatest advantage to the Government, cost and other factors considered. An employee will not be required to travel by air transportation if the employee furnishes acceptable proof from a competent medical authority that the use of this mode of transportation would result in a serious psychological or physical reaction. Where possible, and at the employee's request, consideration will be given to the following alternative forms of transportation:
  - a. authorization to drive privately-owned vehicles (POVs) at no expense to the Government;
  - b. authorization to drive POVs, limiting the cost to the Government to that of the cost of alternate available modes of travel; and
  - c. authorization to drive POVs, limiting the cost to the Government to prescribed per diem allowances for the driver and authorized passengers.
5. **LOCAL TRAVEL AND POV.** The Employer will normally authorize the use of a government vehicle (GOV) for official travel in the local area. Use of a POV may be encouraged and authorized, but not directed. Factors such as cost to the Government, the total distance of travel, the number of points visited, and the number of travelers will be considered in determining whether a POV should be authorized. Payment for use of POVs will be in

accordance with prescribed rates for actual travel performed. When an employee is authorized to use a POV in the performance of official duties, the employee will be reimbursed at the mileage rate established by the JTR.

6. **SCHEDULING**. An employee in a travel status is entitled to reasonable hours of rest. An effort will be made to avoid requiring employees to perform travel during late night hours. (Late night hours are between 2400 hours and 0600 hours.) It is understood that availability of transportation, need to accomplish the mission and other related factors will dictate the scheduling of travel. However, first consideration will be given to scheduling travel during working hours. When travel outside of the regularly scheduled workweek is necessary, employees will be authorized the pay provided by applicable laws and regulations.

7. **OBTAINING LODGING**. Employees will be advised of requirements regarding the use of government quarters when adequate quarters are available and the need for certification when quarters are not available. It is the employee's responsibility to comply with requirements in providing certificates of non-availability.

8. **ADVANCE INFORMATION**. Upon request of the employee, the organization of assignment will contact the TDY installation and confirm current availability of quarters, eating facilities, and transportation. This information will be provided to the traveler for planning purposes.

9. **ROTATION OF DUTY TRAVEL**. Whenever practicable, travel assignments (except for training courses or special projects and missions) shall be rotated among employees within organizational elements to the extent permitted. Factors such as the character of the work to be performed, the skills required, and the availability of employees will be considered. An employee selected for an assignment involving travel may request excuse due to hardship. Such requests may be favorably acted upon provided other qualified employees are available for assignment. In cases of denial, the reasons for denial will be explained to the employee.

10. **USE OF GOV**. Procedures for operating, fueling, and obtaining necessary repairs in case of malfunction of the vehicle will be explained to the employee assigned the vehicle prior to use.

## ARTICLE 31

### PARKING - TRANSPORTATION

1. **EMPLOYEE PARKING.** Employee parking areas will be designated as close to assigned work areas as practicable. Representatives of the Employer and the Union shall review alleged iniquities in the designation of parking facilities and may recommend to the Commander additional parking areas as the need arises, commensurate with the availability of space. If an employee is authorized handicapped parking, a reserved space will be made available near his/her place of work. Reserved handicapped spaces will be available around high-use facilities.

2. **SPECIAL PRIVILEGES.** With the exception of spaces set aside for purposes listed below, all parking spaces near base buildings where employees have work status will be available on a "first come" basis. "First come" privileges extend to employees, supervisors, and military personnel, etc. Spaces "set aside", or that are not available on a "first come", basis are as follows:

- a. executive category parking;
- b. visitor parking (the number of spaces will depend upon the frequency and number of temporary visitors);
- c. official cars;
- d. handicapped parking; and
- e. temporary spaces needed to support special events (i.e., Missile Combat Competition, etc.).

3. **EMPLOYEE TRANSPORTATION.** The Employer will provide needed transportation to move employees from one work place to another if such a move is required in the performance of their duties. Normally, employees will not be required to use their POVs for official duties. Use of POVs for employees' convenience will not be reimbursed. If the Employer specifically authorizes use of an employee's POV for official duties, the employee will be reimbursed at the mileage rate established by the JTR. Reimbursement for such use must be authorized prior to travel.

4. **RESERVED.** The Employer will continue to provide a reserved parking space for Local 1001 at building 11777, and two (2) reserved parking spaces in front of the Union Office.

5. **SEAT BELTS.** Employees will wear seat belts while operating, or riding in, either private or government vehicles on VAFB.

## ARTICLE 32

### CLOTHING, EQUIPMENT, AND LICENSES

1. **PROVISIONS.** The Employer shall provide any device, apparel, or equipment necessary to protect the employee from injury in accordance with the practice now prevailing. Where special tools are required for accomplishing work assignments, the Employer shall be responsible for supplying the same. Where the tools customarily used in a trade or craft are now required to be supplied by the employee, such requirement shall continue; where such tools and uniforms are presently supplied, the practice shall continue.

2. **REPLACEMENT.** In the event the Employer damages or destroys an employee's items of clothing or personal property which are necessary for the performance of work, the employee may file a claim, under applicable regulations, for reimbursement for the value of such clothing or personal property. The condition of the clothing and personal property prior to damage shall be taken into account in determining its value. The incident giving rise to such claims must be verified and cannot be due to the employee's own negligence. The Employer shall take prompt and timely action in the disposition of employees' claims for damaged personal effects.

3. **COMMERCIAL DRIVERS' LICENSE.** Employees occupying positions that require special vehicle licenses will be required to possess valid California licenses. Any costs incurred to acquire or maintain these licenses will be borne by the employee. The Employer agrees to provide any required medical exams or physicals.

4. **SAFETY SHOES.** The Employer agrees to provide safety shoes that meet ANSI Standards for the employees' safety.

a. If required safety shoes purchased through the Government Supply sources are unacceptable for comfort to the employee, the Employer will work with the employee to provide shoes as comfortable as possible.

b. If for documented medical reasons an employee needs safety shoes to accommodate a medical condition, the Employer will purchase the required shoes through Government Supply sources.

## ARTICLE 33

### CONTRACTING OUT

1. **POLICY**. The Employer agrees to advise the Union of any decision to contract out unit work. Notice of intent to contract out unit work will be provided to the Union prior to bid invitations going out, including Outsourcing & Privatization (A-76). In addition, the Parties agree to discuss other negotiable issues, not covered by this Article or other established procedures, on a case by case basis.
2. **ANALYSIS**. When a decision is made to conduct a comparative cost analysis for determining relative cost between in-house and contractor performance, the Employer will:
  - a. notify the Union of such decisions and possible impact on employees;
  - b. provide the Union with a copy of the Cost Comparison Form at the time of contract award and explain how in-house costs were computed;
  - c. notify the Union of the final decision to remain in-house or to contract out;
  - d. provide the Union with information which led to the decision to contract out; and
  - e. meet with the Union on official time to discuss impact and implementation of the decision to contract out.
3. **IMPACT**. The Employer agrees to take actions to minimize the impact on employees when a function is contracted out. Prior to any separation of employees by RIF, consideration will be given to stockpiling vacancies for placement of employees who may be effected. Once a RIF decision is made, other alternative actions will be considered, such as reassignment, change to lower grade, waiver of qualification standards, etc., before an employee is separated.



## ARTICLE 34

### DUES DEDUCTION

1. **PROCEDURES**. The following procedures will be used for Union dues allotments of unit employees.

a. The Union will provide SF-1187, "Request for Payroll Deductions for Labor Organization Dues," to employees who want to authorize a dues deduction.

b. Members desiring dues deduction will complete Section B of SF-1187 and, upon certification by the Union President or financial officer, submit the request to the Civilian Payroll Office.

c. The Civilian Payroll Office will deduct the initial allotment from the first biweekly pay period after receipt of a properly completed SF-1187.

d. The amount of the allotment will be determined by a letter from the Union certifying the amount of Union dues which the membership has determined appropriate.

e. The Civilian Payroll Office will send a biweekly remittance check after the close of each period to the Union. The amount of the check will be the total of allotments.

f. The check and all other information requested by the agreement will be made out to the National Federation of Federal Employees, and will be mailed to the address designated by the Union. Information will include a list of names of dues paying members and the amount withheld. A copy of the information will be provided to Local 1001, at the address provided. With each remittance check, the Civilian Payroll Office will send a list of names and amounts withheld with a copy to Local 1001.

2. **CHANGE IN STATUS**. The Union will notify the Civilian Payroll Customer Service Representative in writing when a member is expelled, ceases to be a member in good standing, or leaves the unit for other reasons. Upon receipt of notice that a member is no longer part of the unit, the Civilian Payroll Customer Service Representative will initiate action to stop the employee's allotment.

3. **ALLOTMENT STOPPAGE**. If the Union loses exclusive recognition, or if this Agreement expires, the Civilian Payroll Customer Service Representative will initiate action to stop all allotments.

4. **REVOCATION**. An employee may voluntarily revoke his/her allotment after a period of one year by completing SF-1188, "Cancellation of Payroll Deductions for Labor Organization Dues," and submitting it directly to the Civilian Payroll Customer Service Representative. Other written notification, signed by the employee, is acceptable if the SF-1188 is not used.

Revocations received will be effective at the beginning of the first full pay period after receipt of the notification. The Civilian Payroll Customer Service Representative will notify the Union by sending the Union a copy of the revocation request not later than seven (7) days after receipt.

5. **CHANGE IN ELIGIBILITY**. The Civilian Payroll Customer Service Representative will drop employees who become ineligible for membership in the Union from the dues deduction rolls as soon as notified by the CPF/LRO. A copy of any such notification will be provided to the Union.

## ARTICLE 35

### CONTROLLING PROVISIONS, DISTRIBUTION AND DURATION OF THE AGREEMENT

1. **CONTROLLING PROVISIONS**. In the administration of all matters covered by this Agreement, the Parties and employees are governed by:
  - a. existing or future laws and government-wide rules or regulations, and
  - b. Air Force rules or instructions, including Base supplements and policies, in existence at the time this Agreement becomes effective.

NOTE: Should any part of the Agreement be rendered or declared invalid by reason of any legislation or by a decree of a court of jurisdiction, such invalidation of any part or portion of this Agreement shall not invalidate the remaining portions thereof, and the remaining portions shall continue in full force and effect.

2. **DURATION**. This Agreement shall remain in full force and effect from the date of approval by DoD Civilian Personnel Management Service (CPMS) for a period of thirty-six (36) months. It shall renew itself for successive one-year periods thereafter unless written notice is given by either party to the other not less than sixty (60) days, but no more than one hundred and five (105) days prior to the expiration date, that it desires to terminate, amend, or modify this Agreement. In the event such notice is given the parties shall negotiate a mutually acceptable schedule not later than thirty (30) days prior to the expiration date. The effective date and termination date of the Agreement shall be printed on the cover.
3. **MIDTERM CHANGES**. The provisions of any article in this Agreement may not be reopened through the midterm bargaining process except by mutual agreement or where necessitated by statutory changes.
4. **DISTRIBUTION**. The Employer will print and provide this Agreement, and any approved Amendments, to unit employees. New unit employees will receive a copy of this Agreement, and a list of Union officers/stewards, at the time of employment on VAFB. The Union will be provided seventy-five (75) copies of this Agreement. In addition, the Employer will provide sufficient copies of the Agreement (with a copy of Title V, USC, Chapter 71 attached), for subsequent distribution to unit work sections.
5. **CONTINUATION**. If a new Agreement has not been approved by the expiration date, this Agreement shall continue in full force and effect until a new one is approved.

**To be effective on the date of approval by the Department of Defense (DoD)  
Civilian Personnel Management Service (CPMS)  
Field Advisory Services Division, Labor Relations Branch**

Signed this 24<sup>th</sup> day of November 1998, at Vandenberg AFB California

FOR THE EMPLOYER:

FOR THE UNION:

*(SIGNED)*

*(SIGNED)*

\_\_\_\_\_  
ROOSEVELT MERCER, JR.  
Colonel, USAF  
Commander

\_\_\_\_\_  
LANCE E. HAINSWORTH  
President, Local 1001  
National Federation of  
Federal Employees (NFFE)

*(SIGNED)*

*(SIGNED)*

\_\_\_\_\_  
MELVIN G. GORDON  
Chief Negotiator

\_\_\_\_\_  
KATHRYN L. JONES  
Chief, Negotiator

*(SIGNED)*

*(SIGNED)*

\_\_\_\_\_  
FREDERICKA DAVIS  
Negotiating Team Member

\_\_\_\_\_  
GEORGE W. LEININGER, JR.  
Negotiating Team Member

*(SIGNED)*

*(SIGNED)*

\_\_\_\_\_  
DANIEL F. WENKER  
Negotiating Team Member

\_\_\_\_\_  
JOAQUIN L. TINKER  
Negotiating Team Member

APPROVED BY THE DEPARTMENT OF DEFENSE (DOD) CIVILIAN  
PERSONNEL MANAGEMENT SERVICE (CPMS) ON 4 DECEMBER 1998,  
TO BE EFFECTIVE ON 4 DECEMBER 1998

**Appendix A  
Grievance Tracking Form**

**Step 1 Grievance**

Received on \_\_\_\_\_ date by \_\_\_\_\_ for the Employer

**Step 1 Grievance Decision**

Received on \_\_\_\_\_ date by \_\_\_\_\_ for the Union/Employee

**Extensions** 1<sup>st</sup> \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ 3<sup>rd</sup> \_\_\_\_\_ 4<sup>th</sup> \_\_\_\_\_

**Step 2 Grievance**

Received on \_\_\_\_\_ date by \_\_\_\_\_ for the Employer

**Step 2 Grievance Decision**

Received on \_\_\_\_\_ date by \_\_\_\_\_ for the Union/Employee

**Extensions** 1<sup>st</sup> \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ 3<sup>rd</sup> \_\_\_\_\_ 4<sup>th</sup> \_\_\_\_\_

**Step 3 Grievance**

Received on \_\_\_\_\_ date by \_\_\_\_\_ for the Employer

**Step 3 Grievance Decision**

Received on \_\_\_\_\_ date by \_\_\_\_\_ for the Union/Employee

**Extensions** 1<sup>st</sup> \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ 3<sup>rd</sup> \_\_\_\_\_ 4<sup>th</sup> \_\_\_\_\_

**Step \_\_\_ Extension Request:** Received on \_\_\_\_\_ date for \_\_\_\_\_ days  
by \_\_\_\_\_ for the Employer/ Union/ Employee (circle one)  
Granted \_\_\_ Denied \_\_\_ on \_\_\_\_\_ date for \_\_\_\_\_ days  
by \_\_\_\_\_ for the Employer/Union/Employee (circle one)

**Step \_\_\_ Extension Request:** Received on \_\_\_\_\_ date for \_\_\_\_\_ days  
by \_\_\_\_\_ for the Employer/ Union/ Employee (circle one)  
Granted \_\_\_ Denied \_\_\_ on \_\_\_\_\_ date for \_\_\_\_\_ days  
by \_\_\_\_\_ for the Employer/Union/Employee (circle one)

**Step \_\_\_ Extension Request:** Received on \_\_\_\_\_ date for \_\_\_\_\_ days  
by \_\_\_\_\_ for the Employer/ Union/ Employee (circle one)  
Granted \_\_\_ Denied \_\_\_ on \_\_\_\_\_ date for \_\_\_\_\_ days  
by \_\_\_\_\_ for the Employer/Union/Employee (circle one)

**Step \_\_\_ Extension Request:** Received on \_\_\_\_\_ date for \_\_\_\_\_ days  
by \_\_\_\_\_ for the Employer/ Union/ Employee (circle one)  
Granted \_\_\_ Denied \_\_\_ on \_\_\_\_\_ date for \_\_\_\_\_ days  
by \_\_\_\_\_ for the Employer/Union/Employee (circle one)

**Step \_\_\_ Extension Request:** Received on \_\_\_\_\_ date for \_\_\_\_\_ days  
by \_\_\_\_\_ for the Employer/ Union/ Employee (circle one)  
Granted \_\_\_ Denied \_\_\_ on \_\_\_\_\_ date for \_\_\_\_\_ days  
by \_\_\_\_\_ for the Employer/Union/Employee (circle one)