



21 Space Operations Squadron  
Onizuka Air Force Station  
Sunnyvale, California

# MEMORANDUM OF AGREEMENT

**18 April 2007**

National Federation of  
Federal Employees  
In Affiliation With  
International Association Of  
Machinists And Aerospace Workers  
NFFE-IAM FL-2090

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**PREAMBLE**

This agreement is made and entered into by and between the 21st Space Operations Squadron, Onizuka Air Station, California, hereinafter referred to as “Employer” and the National Federation of Federal Employees, Local 2090, in affiliation with the International Association of Machinists and Aerospace Workers (IAMAW), hereinafter referred to as “Union” pursuant to the policy set forth in Title VII, Public Law 95-454. This Agreement and such other supplementary agreements as may be agreed upon hereinafter from time to time together shall constitute a collective bargaining agreement between the Employer and the Union.

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

## ARTICLE I

### **RECOGNITION AND UNIT DESIGNATION**

1. Recognition: The Employer hereby recognizes the Union as the exclusive representative of all employees in the Unit as defined in paragraph 2, below, and the Union recognizes its responsibility of representing these employees without discrimination and without regard to membership status in the Union.
  
2. Bargaining Unit: The Bargaining Unit consists of all regular full-time and part-time appropriated fund employees, including all nonprofessional employees of the Department of the Air Force, Onizuka Air Station, Sunnyvale, California, with the exception of those excluded in paragraph 3.
  
3. Exclusions: Management officials; supervisors as defined in Title VII, Public Law 95-454; employees described in 5 U.S.C. 7112 (b) (2), (3), (4), (6) and (7); professional employees; and employees paid from nonappropriated funds (NAF).

## ARTICLE 2

### MANAGEMENT RIGHTS

1. Governing Authority: In the administration of all matters covered by the Agreement, officials and employees are governed by existing or future laws and regulations of appropriate authorities by published policies and regulations in existence at the time this Agreement was approved; and by subsequently published policies and regulations required by law or by the regulations of appropriate authorities.
  
2. Management Retained Rights:
  - A. The Employer retains the right, in accordance with 5 U.S.C. 7106 (a) (1) to determine the mission, budget, organization, number of employees, and internal security practices of the agency;
  
  - B. And in accordance with applicable laws and regulations:
    - 1) To hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
  
    - 2) To assign work, and to determine the personnel by which agency operations shall be conducted;
  
    - 3) With respect to filling positions, to make selections for appointments from:
      - (a) Among properly ranked and certified candidates for promotion; or
  
      - (b) Any other appropriate source; and
  
    - 4) To take whatever actions may be necessary to carry out the agency's mission during emergencies.
  
  - C. Nothing in this section shall preclude any agency and any labor organization from negotiating:
    - 1) At the election of the Employer on the numbers, types and grades of employees or positions assigned to any organization, subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
  
    - 2) Procedures which management officials of the agency will observe in exercising any authority under the statute; or
  
    - 3) Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

## ARTICLE 3

### **EMPLOYEE RIGHTS**

1. Union Membership:
  - A. Employees in the Bargaining Unit hereinafter referred to as “Union,” will be protected in the exercise of their right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization, or to refrain from such activity. This Agreement does not prevent any employee, regardless of employee organization membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, regulations, or agency policies, or from choosing his or her own representative in a statutory appeal action; and,
  - B. Nothing in this Agreement will abrogate any employee’s right or require an employee to become or to remain a member of a labor organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction.
  
2. Informing Employees:
  - A. The Union will ensure that members of the Unit follow the provisions of this Agreement.
  - B. The Employer will take such action consistent with law or regulation, as may be required, in order to inform employees of their rights and obligations, as prescribed in Public Law 95-454, as amended, and this Article.
  
3. Accountability: An employee is accountable for performance of official duties and for adhering to prescribed standards of conduct in all official matters. The parties affirm the right of employees to conduct their private life as they deem fit. Employees will have the right to engage in outside activities of their own choosing without being required to report to the Employer on such activities, except as required by law or regulations or higher authority.
  
4. Representation: The employee is entitled to Union representation during any examination with regard to an investigation by a representative of the agency if the employee reasonably believes that the examination may result in a disciplinary action and the employee requests representation. Such request will not lead to reprisal or penalty against the employee for filing a complaint or acting as a witness under this agreement, the Civil Service Reform Act (CSRA), or applicable regulations, or any other lawful act; nor will Union officials be subject to reprisal or penalty for the performance of duties in accordance with this agreement and the CSRA or any other lawful act.
  
5. Supervisor’s Employee Brief: The Supervisor’s Employee Brief (AF Form 971) is the supervisor’s record on each employee. Employees are encouraged to review their Employee Brief. Employees will be given the opportunity to initial favorable or unfavorable comments entered on the Supervisor’s Employee Brief. The employee’s initials indicate only that the employee is aware of each entry. They do not indicate concurrence or nonconcurrence. Any derogatory remarks may be grieved. Those remarks which are determined to be unfounded by the

grievance deciding official at Steps 1, 2, or 3 of the grievance procedures will be purged from the Supervisor's Employee Brief if that is the remedy sought. Any entry or other notation of unacceptable performance will be removed from the Supervisor's Employee Brief after one year if no action has been proposed. However, entries or other notations concerning misconduct may remain on the Supervisor's Employee Brief after one year whether or not disciplinary action has been taken.

## ARTICLE 4

### UNION RIGHTS AND RESPONSIBILITIES

1. Recognition: The Union is the exclusive representative of employees in the Unit and is entitled to act for and to negotiate agreements covering all employees in the Unit. The Union will be given the right to be represented at formal discussions between management and employees or employee representatives covering grievances, personnel policies, and practices, or other matters affecting general working conditions of the employees in the Unit. The right of the Union to be present during such discussions is subject to security requirements and confidentiality of information.
2. Responsibility: The Union accepts the responsibility for and agrees to represent in good faith the interests of all eligible employees in the Unit, without discrimination and without regard to membership in the Union.
3. Cooperation: The Union agrees to actively support the Employer's efforts to eliminate waste; conserve materials, supplies, and energy; uphold high standards of workmanship and safety practices; minimize absenteeism, tardiness, carelessness, and other conditions, which adversely affect the mission or hamper efficiency; and encourage the submission of improvements and cost reduction ideas.
4. Lists: The Employer will furnish to the Union on a quarterly basis a current list of each employee in the Unit, which will include the names, position titles, grades, office symbols, and duty phone number.
5. New Employee Orientation: The Employer shall notify the Union of the dates, times, and location of new employee orientation sessions. When a Union representative makes a presentation during the new employee orientation, he/she shall be authorized to use official time to explain the rights and responsibilities of employees under the Statute and this Agreement.



## ARTICLE 5

### UNION REPRESENTATION

1. Recognition: The Employer will recognize the duly elected local officers and officials/representatives designated by the Union, including stewards. The Union will supply the Employer in writing, and will maintain on a current basis, a list of the Union officers and officials, including the steward's areas of representation. The Union will post the list of Local officers and officials and/or area stewards on official bulletin boards.
2. Stewardship: The Union shall be entitled to not more than six (6) stewards. The Union will inform the Employer in writing of the names of the stewards upon assignment and changes within ten (10) days.
3. Responsibilities: Union Officers, Officials, and Stewards will:
  - A. Inform appropriate supervisor of potential problems areas with a view toward improving working conditions, preventing complaints, and mutually benefiting all parties;
  - B. Advise employees to seek resolution of complaints in the most expeditious and mutually satisfactory manner through open and frank discussion, normally with their immediate supervisor;
  - C. Seek to determine the merits of an employee's complaint through the investigation and consideration of the facts;
  - D. Advise the employee on the merits of his or her complaint and on the action which it deserves;
  - E. Assist the employee in presenting a complaint through established channels to appropriate supervisory personnel.
4. Membership Drives: Solicitation of membership shall be conducted during the nonduty hours of the employee involved. The Union may conduct one (1) on-base membership drive each calendar year not to exceed forty-five (45) days in length. The Employer will be given twenty (20) days advance notice to meet with the Union prior to the beginning of the drive to arrange for an on-base meeting place. Two (2) distributions of recruiting literature in the working area may be made with a minimum of three (3) days notice provided to the Employer.
5. Union Representative Visits: Authorized representatives of the Union who are not employees may, subject to security regulations and visitor control procedures, be allowed to visit Onizuka Air Station for the purpose of accomplishing official Union business. The Union will request approval, in writing, from the Civilian Personnel Specialist, for each visit. Such approval will be requested seven (7) days in advance of the desired visit date. Each visit request will include the name of the representatives, status within the Union, purpose of the visit, and person(s) with whom the visit is desired. The CPF will approve or disapprove each request in writing to the President, NFFE Local 2090 or his designated representative.

6. Official Time Release Procedure: The following procedures will apply to employees and Union representatives who wish to leave their assigned work area on official time, as authorized under this Agreement:
  - A. When a Union representative desires to leave his assigned work station to conduct authorized union-management business, that Union representative must first report to and obtain the permission of immediate supervisor. In requesting release, the Union representative will inform the supervisor of the nature of the function to be performed, destination, phone number, and estimated duration, etc.
  - B. Subject to the provisions of this Article, the immediate supervisor will make a reasonable effort to grant the Union representative's release. If release cannot be granted because of workload considerations, the supervisor shall advise the Union representative when release would be approved.
  - C. When the Union representative intends to meet with employees in another work area, the Union representative will make arrangements for such meeting with the first-level supervisor of the employees involved.
  - D. Upon entering a work area other than the one to which assigned to meet with Unit employees, the Union representative will advise the immediate supervisor of the employees to be contacted and estimated duration of meeting.
  - E. Upon completion of authorized union-management business, the employee's supervisor and the Union representative will be notified of the departure.
  - F. For meetings called or approved by management officials, who require the presence of a Union steward, the management official arranging such meeting shall arrange for the steward's release through contact with the Chief Steward. The Chief Steward or Steward will arrange for a steward's release through the steward's supervisor.

## ARTICLE 6

### MEETING AND CONFERRING

1. Policy: The Employer and the Union will meet at reasonable times and negotiate in good faith on matters affecting working conditions in accordance with the guidelines of 5 U.S.C., Chapter 71.
2. Meeting and Conferring:
  - A. Biannual meetings may be held between not more than two Union officials and the Commander, 21st Space Operations Squadron, or designated representative, as well as a civilian personnel representative. The purpose of these meetings will be to discuss matters of common interest and concern. The meeting will be facilitated by a proposed agenda. Subjects to be considered at these meetings will be submitted in writing by the party desiring discussion thereon in writing normally twenty (20) days preceding the agreed upon meeting date. Appropriate matters for consideration at these meetings shall include but not limited to:
    - (1) The meaning and intent of this Agreement;
    - (2) The interpretation and application of rules, regulations, and policies within the discretion of the Employer; and
    - (3) The correction of conditions causing misunderstandings or grievances.
  - B. As the need arises and subject to the request of either party, it is agreed that additional meetings shall be held between the representatives of the employer and the Union to confer on all appropriate matters. The number of representatives for each party shall normally be three (3) unless otherwise arranged and agreed upon by both parties involved.

## ARTICLE 7

### NEGOTIATIONS DURING THE TERM OF THE AGREEMENT

1. Labor-Management Agreement:
  - A. The Civilian Personnel Flight will notify the Union President prior to the intended changes in conditions of employment. A reasonable time period/date, as agreed to by the Parties, following notification will be identified as the implementation date. The Union President or designee may request and be granted a meeting to discuss the change.
  - B. If the Union wishes to negotiate, in accordance with entitlements under CSRA concerning proposed changes, the Union will submit written proposals to the Civilian Personnel Flight no later than ten (10) days after receipt of the Employer's notification. Negotiations will then begin normally within five (5) days after receipt by the Employer.
  - C. If no proposals are received within the ten (10) day window, the Employer will implement changes as appropriate consistent with law, rule, or regulation.
2. Dispute and Impasses in Mid-Term Negotiations: In the event negotiating parties cannot reach agreement, the following procedures will be applied if either party wishes to pursue final resolution:
  - A. If the dispute involves statutory or regulatory negotiability issues, it will be processed as prescribed in Title VII, CSRA, and implementing regulations.
  - B. If the dispute involves the issue of whether proposals conflict or otherwise violates the provisions of the Agreement, it will be resolved in accordance with Articles 8 or 9 of this Agreement and/or other applicable law, rules, regulations.
  - C. Either party may seek the assistance of the Federal Mediation and Conciliation Service (FMCS) or the Federal Services Impasse Panel (FSIP) in accordance with the rules and regulations of those agencies.

## ARTICLE 8

### NEGOTIATED GRIEVANCE PROCEDURE

1. Common Goal: The Employer and the Union recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner that will maintain the self-respect of the employee and be consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest level of supervision.
  
2. Scope:
  - A. This negotiated grievance procedures will apply to any complaint by any employee concerning any matter relating to the employment of the employee; or any labor organization concerning any matter relating to the employment of any employee; or by any employee labor organization, or agency concerning the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
  
  - B. This grievance procedure does not apply to a complaint concerning:
    - (1) a violation relating to political activities;
    - (2) a retirement, life insurance, or health insurance;
    - (3) a suspension or removal for national security reasons;
    - (4) any examination, certification, or appointment;
    - (5) classification of a position which does not result in reduction in pay or grade for the employee
    - (6) personnel actions as a result of Reduction in Force;
    - (7) non-selection for promotion from a group of properly ranked and certified candidates;
    - (8) actions terminating temporary promotions;
    - (9) non-adoption of a suggestion.

NOTE: Equal Employment Opportunity and the Grievance Procedures: Allegations of discrimination based on race, color, religion, sex, national origin, physical or mental handicap, or age should normally be discussed with an EEO counselor prior to deciding whether to file a grievance. Although such discussions do not constitute having made a choice of procedures, an EEO complaint or a negotiated grievance may be filed, but not both.

3. Application: A grievance may be undertaken by the Union, an employee or a group of employees, or the Employer. Only the Union or a representative approved by the Union may represent employees. However, any employee or

group of employees may personally present a grievance and have it adjusted without representation by the Union provided the Union will be a party to all the discussions and the grievance process, unless the employee objects for reasons of privacy. In any case, the Union will have the right to have a representative present at the adjustment, and the adjustment must be consistent with the terms of this Agreement. In exercising their rights to present a grievance, employee representatives will be unimpeded and free from restraint, coercion, discrimination, or reprisal.

4. Procedure: The following procedures are established for the resolution of grievances:
  - A. Step 1. The grievance will first be taken up by the grievant (and designated representative) with the immediate supervisor or the lowest level management official with authority to render a decision. The grievance must be initiated in writing on the grievance form (Appendix A of the Agreement) provided by the Union within fifteen (15) days of the incident that gave rise to the grievance or the date the employee became aware of the incident. The employee will state the specific issue and relief sought. A decision will be given to the grievant within ten (10) days after presentation of the grievance. Such decision will be in writing and every effort will be made to ensure it is clearly communicated and understood. Included with the decision will be a written statement indicating the grievant's right to submit a grievance under Step 2 to the next level of supervision.
  - B. Step 2. If no satisfactory settlement is reached at Step 1 and the employee elects to pursue the grievance under the procedure, the employee or designee will submit the grievance in writing to the appropriate unit commander within seven days of receipt of the Step 1 decision. The Step 2 grievance will state in what respect the Step 1 decision was unsatisfactory and what corrective action is desired by the employee. No new issues may be added after Step 1. The supervisor or designee may arrange for a fact-finding meeting for the purpose of gathering information that may contribute to the resolution of the grievance. A written decision will be given to the employee within ten (10) days after receipt of the Step 2 grievance. The Chief, Civilian Personnel Flight will inform the Union of the identity of the Step 2 supervisor upon request.
  - C. Step 3. The grievant will have five (5) days to forward, in writing, the Step 3 grievance to the installation's senior commander or designated representative if the Step 2 decision was unsatisfactory. The commander/designee will provide a written decision to the grievant within fifteen (15) days of receipt of the Step 3 grievance. The decision is final unless the Union invokes arbitration under the provisions of Article 9. The Chief, Civilian Personnel Flight will inform the Union of the identity of the Step 3 decision maker upon request.
  - D. Modified Procedure: If there are insufficient levels of supervision to complete the normal three-step grievance procedures on the installation, the Labor Relations Officer and the President or Chief Steward will stipulate which step(s) will be by-passed to ensure the grievance remains at base level.
5. Union and Employer Grievances: The following procedure will be used for Union or Employer-initiated grievances:

- A. Union grievances will only be initiated by the Union President or designee. They will be submitted to the senior installation commander within fifteen days after the Union becomes aware of the issue leading to the grievance. The commander, or designee, will render a decision, in writing, within fifteen days after receipt of the grievance. The decision is final unless the Union invokes arbitration.
  - B. Employer grievances will only be initiated by the senior installation commander or designee to the Union President. The procedures and time limits will be the same as in paragraph 6a above.
6. Time Limits: All time limits in this Article may be extended by mutual consent. Failure to observe time limits by the Employer will entitle the aggrieved to advance the grievance to the next step. Failure to observe time limits by the grievant will result in the grievance being dismissed as untimely precluding further processing through the grievance/arbitration process.

## ARTICLE 9

### **ARBITRATION**

1. Right to Arbitration: If the Employer and Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance upon written request of either party within fifteen (15) days following receipt of the decision may be submitted to arbitration. A request for arbitration will be valid only if signed by the installation commander, the Union President, or their designees.
2. Selecting the Arbitrator: Within ten (10) days after receipt of an arbitration request, the initiator will ask the FMCS to provide a list of persons qualified to act as arbitrators. The parties will meet within ten (10) days of receipt of the FMCS listing to select an arbitrator. Agreement will be reached by the Employer and Union each striking one name from the list until only one name remains. The remaining person will be the duly selected arbitrator. The Employer or Union may withdraw the arbitration request at any time prior to convening the hearing or submitting the case to the arbitrator.
3. Fees and Expenses: The arbitrator's fees and expenses will be borne equally by the Employer and Union. Travel and per diem costs will not exceed those authorized by the Joint Travel Regulations.
4. Official Time: The hearing will be held on the Employer's premises during the regular day-shift hours of the basic workweek. The Union representative, an aggrieved employee, and witnesses who are otherwise in a duty status will be excused from duty as necessary to participate in the arbitration without loss of pay or charge to leave.
5. Arbitration Process:
  - A. The process used by the arbitrator may be one of the following:
    - (1) A stipulation of facts. This may be appropriate 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., would be jointly submitted to the arbitrator with a request for a decision based on the facts presented.
    - (2) An arbitrator inquiry. May also apply when a formal hearing would serve no purpose. The arbitrator would make such inquiries as deemed necessary, e.g., inspecting work sites, taking statements, etc.
    - (3) An arbitration hearing. Used when a formal hearing is necessary to develop and establish the relevant facts.
  - B. The parties may mutually agree to a stipulation of facts or an arbitrator inquiry. If no mutual agreement between the parties is reached, a hearing will be convened.
6. Time Limit: The arbitrator will be requested to render a decision and remedy to the parties as quickly as possible but in any event no later than thirty (30) days after receipt of the stipulated facts or the conclusion of the inquiry or hearing



unless the parties otherwise agree. Copies of the decision will be furnished to both parties.

7. Arbitrator's Jurisdiction: The arbitrator will have no authority to add, delete, or modify this Agreement or published agency policy.
8. Exceptions: An arbitrator's award will be binding on the parties. However, either party may file an exception with the Federal Labor Relations Authority (FLRA) within the time frame of that agency's regulation. If no exception is filed, the award will be binding.

## ARTICLE 10

### **DISCIPLINARY AND ADVERSE ACTION**

1. Policy: Disciplinary action will only be taken for just and sufficient cause and will be consistent with law, rule, and regulation governing such actions.
2. Appeal/Grievance Options: Removals and suspensions for more than fourteen (14) days may, at the election of the employee, be appealed to the Merit Systems Protection Board or grieved under the procedures in Article 8, but not both. Oral admonishments, reprimands, and suspensions for fourteen (14) days or less may only be grieved under Article 8.
3. Procedures: Notices of proposed disciplinary or adverse action will advise the employee of the right to be represented by the Union. If the employee advises the Employer that representation is desired, two copies of all correspondence will be addressed to the employee. The notice of proposal will also advise the employee of any rights to respond. The employee and representative will be given an opportunity to review the evidence used and to reply to charges orally, in writing, or both. Responses will be made within seven (7) days after receipt of the notice by the employee.
4. Time Limits: Advance written notice of proposed actions will be given for the following minimum periods:
  - A. for suspensions of fourteen (14) days or less, at least ten (10) days.
  - B. for removals or suspensions of more than fourteen (14) days, at least thirty (30) days.
5. Exceptions: Exceptions to an advance notice of proposed actions will be administered in accordance with AFI 36-704, Discipline and Adverse Actions.
6. Extensions: The Employer may extend the allowable response time upon written request by the employee or designated representative.
7. Official Time: Employees will be granted a reasonable amount of time if otherwise in a duty status for preparation and presentation of an appeal or grievance.

## ARTICLE 11

### **PERFORMANCE MANAGEMENT**

1. Policy:
  - A. The performance management system will incorporate the requirements of and be in accordance with Chapter 43 of AFI 36-1001, Performance Management Program.
  - B. The performance management system will permit, to the maximum extent feasible, the accurate evaluation of job performance on the basis of objective criteria.
2. Performance Evaluation: The purpose of this article is to establish the basis for evaluating employees. Such ratings will be used for:
  - A. Competitive in-service placement actions including promotion.
  - B. Reassignments to positions with known growth potential.
  - C. Selection for training that results in enhancing career growth.
  - D. Within-grade increases.
  - E. Performance awards.
3. Performance Plan:
  - A. The supervisors will meet with the employees at the beginning of each appraisal cycle or upon assignment of a new employee or supervisor to discuss the performance elements and standards on which the employees' work will be evaluated.
  - B. The development of a performance plan will normally be established in writing for each unit position prior to the beginning of each rating period. If it is not established prior to the beginning of the rating period, it will normally be in place and a copy provided to the employee within thirty (30) days. Employees will be given a copy of their performance plan upon entry into a new position or any time changes are made to the performance elements and/or standards.
  - C. The Employer and the Union recognize performance elements are the significant duties and responsibilities on which employee performance is appraised. They are identified through analysis of major job requirements of the employees' job. Performance elements should consider the level of responsibility and duties of the position description.
  - D. "Critical element" is defined as a performance element of an employee's job of sufficient importance so that performance below the set standards established by management requires remedial action. A performance element not designated as critical but that is an important part of the position and is considered in determining the overall performance level is defined as a noncritical element.

- E. Performance standards are used to measure the performance of the employee against the elements in the performance plan. A performance standard recognizes the degree of difficulty and reflects the consequences of the work outcome to the organization. Performance standards for each element need to be measurable and be applied in a fair and valid manner.

4. Periodic Discussion:

- A. Periodic discussions will be held during the appraisal period to review the currency of the performance elements, to discuss work performance and, if necessary, make changes to the performance plan.
- B. Normally, changes to the performance plan will not be made within 90 days of the appraisal due date. At the end of the appraisal period, the performance rating and performance accomplishments will be discussed.
- C. If the rating official changes during the rating period and had supervised the employee for ninety (90) days or more, they will complete an appraisal and discuss it with the employee before departure. This informational appraisal should be left in the employee's 971 file for the new supervisor. This is not a rating of record for official purposes but serves only as an informational appraisal for the new supervisor so that an accurate assessment can be made of the employee's performance at the end of the appraisal period.

5. Performance Problems:

- A. To maintain a quality civilian workforce and encourage employees to strive for top performance, supervisors should take positive action as soon as a performance problem is observed. At any time during the performance appraisal cycle that the employee's performance in one or more critical elements becomes less than fully successful, the supervisor will initiate an opportunity period to give the employee a reasonable amount of time to demonstrate acceptable performance. This means an amount of time commensurate with the duties and responsibilities of the employee's position sufficient to allow the employee to demonstrate acceptable performance.
- B. The supervisor will help the employee improve performance during the opportunity period. This can include supervisory instruction and counseling, personal demonstration, peer coaching, frequent reporting, special assignments, on-the-job training, etc. Although not required by regulation, formal training may be provided. This training should be given a sufficiently high ranking within the appropriate training priorities.
- C. If the employee's performance continues to be unacceptable in one or more critical elements after the opportunity to improve period has expired, the supervisor will take one or more of the following actions in accordance with appropriate regulation. Selection of the action to be taken shall not be based on arbitrary or capricious reasons.
  - (1) Reassignment.
  - (2) Reduction-in-grade
  - (3) Denial of Within-Grade Increase

- (4) Removal.
- D. Prior to taking any action in paragraph c above, the Employer shall provide the employee a reasonable opportunity to improve performance as follows:
  - (1) Upon determining that the employee is performing at an unacceptable level in regard to one or more critical elements, his or her immediate supervisor shall meet with the employee and identify, in writing, the elements which are not being properly performed, the minimum level of acceptable performance, and a thorough explanation as to how the employee can meet the expectation of the critical elements.
  - (2) The employee shall be given a reasonable time to demonstrate acceptable performance. Normally, but as mission requirements dictate, the employee will be allowed at least thirty (30) days to improve his or her performance.
- E. If during the notice period the employee demonstrates acceptable performance, The Employer must consider such performance and may rescind the notice of proposed action.
- F. If the employee performance continues to be unacceptable after the opportunity-to-improve period has expired, the supervisor will give the employee a thirty (30)-day advance notice before demoting or removing him or her. Such action will be in accordance with AFI 36-1001.
- 6. Rating Period: The annual appraisal cycle will be as specified in AFI 36-1001 as supplemented by AF guidance.
- 7. Within-Grade Increases: Employee will receive within-grade increases if they are eligible in accordance with applicable laws, rules, and regulations.
- 8. Grievance Rights: The individual ratings and overall performance rating assigned by may be grieved through the negotiated grievance procedure.
- 9. Appeal Rights: An employee appealing a reduction in grade or removal action under the performance appraisal system may appeal the action through the Merit Systems Protection Board or the negotiated grievance procedures, but not both.

## **ARTICLE 12**

### **Performance AWARDS**

Policy: The parties recognize the Air Force Performance Management Program (PMP) must be fair and impartial and must be perceived that way by employees. It is contrary to Air Force policy for this program to result in a practice whereby awards are given routinely or to employees who have not earned them. To preclude this, the job performance rating must reflect the true level of performance and productivity.

## **ARTICLE 13**

### **REDUCTION IN FORCE (RIF)**

1. **Notice to Union:** The Employer will notify the Union of any RIF, which may affect employees in the bargaining unit. The notification to the Union will be at the earliest practicable date prior to the usual sixty (60) day official notice to affected employees, and will include the reasons for the RIF, the approximate numbers and types of positions affected, and the approximate date the actions will be effective.
2. **Reemployment Rights:** Bargaining unit employees separated by a RIF will be afforded reemployment rights in accordance with provisions of law, rule, and regulation.
3. **Right to Inspect Record:** Bargaining unit employees affected by a RIF have the right to inspect RIF records that pertain to the individual actions insofar as it is permissible under the law. Employees' personal representatives, who are designated in writing by the employee for this purpose, are permitted to accompany them. A copy of each retention register used to determine the RIF will be available for review by the Union upon request.
4. **Information to Union:** The Employer will keep the Union informed on a current basis of the progress of placement of RIF'd employees. A copy of the official notification to employees to be RIF'd will be provided to the Union upon request. Affected bargaining unit employees will be briefed on the conditions of the RIF prior to issuance of official notice. The briefing, as an example, should include information about severance pay, reemployment, unemployment, priority placement, etc. Employees having additional or specific questions may call the Civilian Personnel Flight for an appointment.
5. **Placement Assistance:** The Employer agrees that in instances where RIF, automation, technological change, or the introduction of contractual services significantly eliminates duties, functions, or positions of bargaining unit employees, sincere and reasonable efforts will be made to find a position in federal service for each affected employee commensurate with the employee's skills, experience, and career goals.
6. **Retention Factors:** Information regarding retention factors can be found in 5 CFR Part 351.

## ARTICLE 14

### CONTRACTING OUT

1. Notification to Union:
  - A. The Union will be notified in writing that a contracting out study is under way immediately upon the initiation of a cost comparison study affecting conditions of employment.
  - B. Upon written request the Employer will provide the Union with sufficient information which will enable the Union to determine possible impact on Union members.
2. Periodic Updates: The Employer will update information as it occurs to the Union regarding the status of the contracting out process.
3. Notice of Bid Opening: The Employer will provide timely notification to the Union of the date of bid opening so that a Union representative may attend.
4. Information to the Union: Information appropriate for release in accordance with controlling directives will be provided to the Union.
5. Efforts to Minimize Displacement The Employer agrees to minimize, whenever possible, displacement actions through realignments, retraining, and hiring restrictions when a function is contracted out. The Employer will notify employees adversely affected by the process or RIF rights, if applicable. Retraining is defined as training for employees placed in positions for which they are minimally qualified so that the employee can reasonably be expected to meet all performance elements for the new position in which placed.
6. The A-76 Circular is not grievable under Articles 8 and 9.



## ARTICLE 15

### MERIT PROMOTION AND DETAILS

1. Merit Promotion: All personnel actions taken under the provisions of the Merit Promotion Program as specified in AFMAN 36-203, will provide equal opportunity for all qualified employees. Selections will be made without discrimination for any non-merit reason and without favoritism based on personal relationship or patronage. The Employer will keep all employees informed about the promotion program, the provisions and procedures affecting them, eligibility requirements, and advancement opportunity to enhance their understanding of the merit system, and to ensure fair, equitable, and consistent practices in carrying out the merit promotion procedures.
  
2. Scope: This article applies to positions within the bargaining unit, which the Employer fills permanently by internal merit promotion procedures. Bargaining unit employees will be considered for all positions for which they are eligible in accordance with applicable regulations. Consideration will be given to all eligible employees applying for or identified for promotion consideration as required by applicable merit promotion regulations. The Employer retains the right to select or non-select employees for competitive merit promotion under the procedures set forth in the Article and in accordance with applicable law, rule, and regulation.
  
3. Announcements and Procedures:
  - A. The Union will be given a listing identifying vacant positions upon request.
  - B. When a position is to be filled under the provisions of the Merit Promotion Plan, the listing will fully identify the grade, title, and whether the position is permanent or temporary.
  - C. The following information about specific promotion actions will be available, upon request, to an employee and representative:
    - (1) Whether the employee was considered and, if so, whether eligible on the basis of minimum qualification requirements;
    - (2) Whether the employee was one of those in the group from which the selection was made; and
    - (3) Who was selected for promotion.
  
4. Details:
  - A. A detail is the temporary assignment of an employee to a different position or set of duties for a specified time. There is no formal position change. The employee continues to hold the position from which detailed and keeps the same status and pay. Details of thirty (30) days or less may be recorded on the AF Form 971, Supervisor's Employee Brief. Details of in excess of thirty (30) days will be recorded on an SF-50, Notification of Personnel Action. A copy will be furnished to the employee along with a copy of the duties to which detailed.

Details will not be used for the purpose of placing an employee in a favored position for promotion.

B. When an employee is eligible and fully qualified for promotion, assignment to a higher grade is strongly encouraged. A detail to an established position of a higher grade for more than 120 days will normally be made through competitive procedures, and processed as a temporary promotion.

## ARTICLE 16

### **POSITION DESCRIPTIONS**

1. Content of Position Description/Core Documents (PD/CD): The purpose of these documents is to describe officially, for pay and classification purposes, the predominant skills and duties particular to a position. Core Documents also provide duty requirements and standards of performance. These documents do not list every duty assigned but reflect those duties, which are series and grade controlling.
2. Changes to PD/CD: These documents are based upon the principal duties and responsibilities assigned to each position. All identical positions with the same organizational unit will normally be covered by the same document. Where management requires a deviation from the standard document for a certain position, the position will be classified according to the duties and responsibilities actually assigned and performed. Minor changes in the documents alone should not lead to an upgrade or downgrade unless the employee's principle duties and responsibilities are increased or decreased accordingly. Additions and deletions will be reviewed by a classifier and the impact recorded. Such review will be certified with the date and names of the classifier and supervisor and identification of affected positions. Such changes in documents will be discussed with the employee, and a copy of the changed document will be provided to the employee.
3. Policy: Each employee will be given a complete and accurate document of assigned duties. The supervisor will review annually the employee's position document to ensure it accurately describes the duties performed.
4. Responsibilities: Both supervisors and employees have a responsibility to keep position documents accurate with regard to the major duties, responsibilities, and controls over work.
5. Scope of Duties: The phrase "other duties as assigned" in position documents does not pertain to regularly reoccurring duties outside of the Job Description. Except for situations of an unusual nature or in situations of emergency, employees normally will not be required to perform duties outside their regularly assigned duties which might reasonably be expected to result in personal injury or injury to others.
6. Appeal Rights: An employee may appeal the title series, grade, or pay category of their assigned position. General Schedule (GS) employees may submit the appeal to the Air Force or Office of Personnel Management (OPM). Federal Wage System (WG)(WL)(WS) employees must appeal to the Air Force prior to submitting an appeal to OPM. The Civilian Personnel Flight will provide assistance, upon request, in initiating such action.

**7 Experienced Gained as a Union Representative:** An addendum will be attached to the Union official's CoreDoc to document the time period and official duties performed while assigned as a Union Representative.

## ARTICLE 17

### USE OF OFFICIAL FACILITIES AND SERVICES

1. Bulletin Boards:
  - A. A reasonable amount of space will be made available to the Union on designated bulletin boards in the work areas of Union employees or at other locations frequented by the membership for posting notices on official Union business. The Union will designate a bulletin board monitor and alternate for each location by posting their names and telephone numbers thereon. The Union agrees to conform to the same maintenance control requirements as prescribed for official Employer bulletin boards.
  - B. The Union will be authorized one permanent display rack to be furnished by the Union for its exclusive use for distribution of Union literature. The Union will be responsible for maintaining and controlling the display rack.
2. Copies of Agreement: The Employer will reproduce sufficient copies of this Agreement to furnish to all Union employees, management officials, and new employees. Fifty (50) copies will be furnished for Union use.
3. Place: The Employer agrees to provide the Union with office space at the activity for meetings and other appropriate activities. The location of the office space may be changed because of mission and space requirements; however, similar space will be made available, if possible, prior to any required move.
4. Telephone: The Employer will provide one telephone, which will have the capability for local, and long distance calls, excluding digital switching network (DSN). The Union agrees to be responsible for payment of long distance telephone calls made from this telephone. Any assessed costs for long distance service will be determined by applicable regulations.
5. Computer: The Employer agrees to provide surplus computer equipment to the Union. This will include access to the Onizuka AS Local Area Network (LAN).
6. Publicity: The Union and its phone number may be listed in the Staff Directory under the "Frequently Used Numbers." The Union may also post notices in the unofficial section of the Base Bulletin not exceeding four lines per bulletin to announce union meetings and other items of interest. The Union agrees not to publish matters that are of a partisan political nature or as reasonably construed, would be embarrassing to base or higher management. The Union also agrees to be bound by the rules pertaining to all other users of the base bulletin.

## ARTICLE 18

### TRAINING

1. Policy: The Employer will, within budgetary limitations, provide training and development opportunities which will help employees perform work more effectively, accomplish their duties, and help them achieve their career objective(s). Such opportunities will be based on the best interests of the Air Force and the employee. Consideration will be given to training needed to compensate for an employee's deficiencies upon assignment to a position based on RIF. Training will be provided in accordance with AFI 36-401, Employee Training and Development.
2. Records: Records of training will be documented as required. The employee is responsible for providing supporting documentation to support data systems update to reflect experience, education, and training.
3. New Employees: The Employer will notify the Union on a monthly basis of newly arrived bargaining unit employees so that initial Union/employee contact can be arranged.
4. Labor Relations Training: Union stewards will be granted the same amount of official duty time per person as management for training on the provisions of this agreement. Stewards may be trained at the same time as management officials.

Union Sponsored Training Sessions: Subject to mission requirements, the Employer agrees to excuse without charge to leave, duly authorized Union representatives to attend Union-sponsored training sessions relating to matters of mutual benefit and concern to the Employer and the Union. The Union will be provided a total of **two hundred (200)** hours of official time for Labor Management Relations Training per year over the term of the contract. Requests for official time to attend Union training must normally be submitted to the Civilian Personnel Flight at least four (4) but not less than two (2) weeks in advance of the proposed training.

5. Training Request: Employees desiring training, that will enhance their on-the-job skills, are encouraged to submit a request, in writing, to their immediate supervisor.

## ARTICLE 19

### **HOURS OF WORK**

1. Standard Workweek: The administrative workweek is established as seven (7) consecutive days, Sunday through Saturday. The basic workweek normally consists of five (5) consecutive, eight (8) hour days.
2. Assignment of Overtime: Mission requirements may require overtime work. This work will be assigned solely in accordance with the Employer's obligation to perform the required work. In no case will overtime be assigned to any employee as reward or punishment but will be distributed fairly and equitably. The Employer may use qualified employees other than those normally assigned the duties if the workload demands. In the event an employee does not wish to work overtime, the Employer will make every effort to accommodate the employee's request to be excused provided that another qualified employee is available to perform the duties.
3. Documentation: Records reflecting authorized, offered, refused and performed overtime will be maintained by supervisory personnel and be readily available for review.
4. Alternative Work Schedules: Alternative, Flexible, and Compressed work schedules are authorized by law, rule, and regulation. Daily schedules using maximum flexibility will be consistent with the following:
  - A. Core times are between 0900 and 1400 hours.
  - B. Arrival times will be between 0500 and 0900 hours and departure times between 1400 and 1800 hours as agreed upon by the employee and supervisor.
  - C. Lunch periods will be between 1000 and 1300 hours as agreed upon by the employee and supervisor.
  - D. The use of flexible schedules in an organization is at the discretion of the Commander and Supervisor. Flexible schedules may be discontinued by the Commander and/or Supervisor if the mission demands it.
  - E. Credit Hours: Credit hours are defined as work in excess of the basic workweek requirement (8 hours per day and 80 hours per pay period for full time employees), excluding overtime and compensatory time, worked at the election of the employee with approval by the supervisor.
    - (1) Employees working a compressed work schedule may not earn or use credit hours.
    - (2) Credit hours may be earned and used in 15 minute increments.
    - (3) Maximum credit hour carry over to succeeding pay period is 24 hours for full time employees. Maximum carry over for part time employees is one-fourth of their basic work requirement.
    - (4) Credit hours may be earned and used in the same bi-weekly pay period.

- (5) Credit hours may be earned on work days and non-work days.
  - (6) Credit hours may be used during core and non-core hours.
  - (7) Employees cannot be forced to earn credit hours; and cannot be forced to use credit hours that are within the maximum 24-credit hour carryover.
  - (8) Employees are responsible for monitoring their credit hour balance and ensuring that the maximum carry over is not exceeded. Credit hours in excess of the maximum carry over must be taken by the end of the pay period or forfeited.
  - (9) Pre-scheduled annual leave will take priority over requested use of credit hours.
  - (10) Disapproval of requested use of credit hour leave must be based on just cause for such factors as, but not limited to, impairment of mission accomplishment, leave scheduling conflict, or abuse of alternate work schedule.
5. Seniority for Shift Assignments: The parties agree that seniority exists in federal Civil Service and Service Computation Date (SCD) Leave shall be used for determining seniority. They further agree it may be a basis of consideration in determining shift assignments and subsequent changes thereto. Additionally, when two or more employees are equally qualified for a particular shift, seniority is a reasonable factor for determination.
6. Shift Change Notification: Supervisors shall adhere to AFI 36-807 when making changes to employees' work schedules.

## ARTICLE 20

### DUES WITHHOLDING

1. Policy: The Employer will deduct Union dues from the pay of all eligible employees who voluntarily authorized such deduction and are in the Unit for which the Union holds exclusive recognition.
2. Conditions: Union dues (the regular, periodic amounts required to maintain an employee in good standing with the Union) will be deducted by the Employer from an employee's pay each payroll period when the following conditions have been met:
  - A. The employee either is a member in good standing of the union or has signed up for membership subject to the payment of his or her first month's due through voluntary allotment as provided herein.
  - B. The employee's earnings are regularly sufficient to cover the amount of the allotment.
  - C. The employee has voluntarily authorized such a deduction by allotment on Standard Form (SF) 1187 supplied by the Union. Members must complete Section B of the SF 1187 before returning it to the Union.
  - D. The Union, through its authorized official, has completed and signed Section A of the form.
  - E. The form has been transmitted promptly by the Union to the Accounting and Finance Office.
3. Union Responsibilities: The Union shall supply SF 1187 and will be responsible for the distribution of this form to eligible members and form completion of Section A to include the certification of the current amount of the Union's regular dues to be deducted each pay period. The Union will be responsible for educating its members on the voluntary program for allotments for payment of dues, its voluntary nature, the uses and availability of the required forms (SF 1187 and SF 1188) and the conditions for revocation of allotments.
4. Effective Date: Deduction of dues shall begin with the first pay period which occurs after receipt of the SF 1187 by the local DFAS office; however, such forms must be received by Payroll Section three (3) days prior to the beginning of the payroll period.
5. Certification of Dues Change: The amount of the Union dues to be deducted each pay period shall remain as originally certified on the allotment form by the authorized official until a change in the amount of deduction is certified by the authorized official of the Union and change is transmitted to the Payroll Section.
6. Effective Date of Dues Change: Any change in the amount of the employee's regular dues, with resultant change in the amount of the allotment of the employee per pay period, will become effective with the deduction made the first pay period after transmittal of the notice provided such notice of change is received by the Payroll Section three (3) days prior to the beginning of the payroll period. Change in the amounts of the Union's dues shall not be made more frequently than once each twelve (12) months.



7. Termination of Dues Allotment: An employee's voluntary allotment for payment of dues will be terminated with the start of the first pay period following the pay period in which any of the following occurs:
  - A. The agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DOD.
  - B. Loss of exclusive recognition by the Union.
  - C. Reassignment, promotion, or other personnel action whereby the employee becomes employed outside the Unit.
  - D. Separation of the employee for any reason including resignation, transfer, death, or retirement.
  - E. Receipt by the Employer of notice that the employee has been expelled or has ceased to be a member in good standing of the Union.
8. Union Duty to Notify Employees: The Union, which has members on voluntary allotment of its Union dues shall promptly notify the Payroll Section in writing when any member is suspended or expelled or for any reason ceases to be a member in good standing. Such notices shall be in duplicate and transmitted to the Payroll Section by the Union, which shall retain the duplicate for its own records. Such notice must be received by the Payroll Section within three (3) days prior to the start of the next pay period.
9. Revocation of Allotment by Member: A member may voluntarily revoke an allotment for the payment of dues by filling out a Standard Form 1188, "Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues", and submitting it directly to the Payroll Section through the Union Treasurer. After receipt of such notice by the Payroll Section, the effective date of such revocation shall be not less than one (1) full year after initial membership in the Union, and thereafter, the first full pay period in March of any year provided the revocation is received by the Payroll Section by such date. Such notice must be received by the Payroll Section three (3) days prior to the start of the specified time.

## **ARTICLE 21**

### **CIVIC RESPONSIBILITIES**

1. **Fund Drives:** Employees in the Unit will be encouraged to participate in worthwhile charity drives; however, in no instance will the Employer or the Union exert pressure on any employee to contribute to a charity to which the employee does not wish to contribute nor will any reprisal action be taken against an employee who refrains from contributing.
2. **Substance Abuse Control Programs:** The Union recognizes the substance abuse problem in this country and agrees to cooperate in developing and implementing a local program to deal with substance abuse.
3. **Savings Bond Program:** The Employer and the Union agree to support the payroll savings plan for the purchase of United States Savings Bonds. Participation in the program will be strictly voluntary on the part of the employee. Encouragement by the Employer and the Union of employee participation will not involve any practice of compulsion, coercion, or reprisal.
4. **Social Actions Programs:** The Employer and the Union agree to support and mutually participate in such social actions programs as may be sponsored and established by the Federal Government or the Air Force.

## **ARTICLE 22**

### **EQUAL EMPLOYMENT OPPORTUNITY**

1. **Policy:** The Employer and the Union agree to cooperate in providing equal opportunity for all persons regardless of race, color, creed, sex, religion, age, physical handicap, or national origin, or other non-merit factors; to eliminate all discrimination wherever it is known to exist; and to ensure that all personnel programs, policies, and assignments are free of discriminatory practices. This policy shall be in strictest adherence to both the letter and spirit of the Equal Employment Opportunity Act, the Age Discrimination in Employment Act, the Civil Service Reform Act, and all other applicable laws and regulations.
2. **EEO Complaints:** Allegations of discrimination may be grieved under the negotiated grievance procedure in Article 8 or filed under AFI 36-1201, but not both.

## **ARTICLE 23**

### **HEALTH, SAFETY, AND GENERAL WELFARE**

1. **General:** The Employer shall make every reasonable effort to provide and maintain safe working conditions. The Union shall cooperate in safety matters and shall encourage employees to work in a safe manner. The Union shall assist in bringing to the attention of management any unsafe practices or conditions. It is recognized that each employee has a primary responsibility for safety and an obligation to know and observe safety rules and practices for the protection of self and others. It also encourages employees to promptly report on situations, which appear to be unsafe or hazardous. The Employer welcomes input from any source at any time, which offers practical and economically feasible ways of improving safety conditions.
2. **Facilities, Services, and Activities:** The Employer agrees that matters which involve the establishment and operation of Services activities and are determined to be essential to the morale and efficiency of its civilian work force are appropriate for Union consultation. The Employer agrees to consider the recommendations and suggestions of the Union on these matters.
3. **Reporting Injuries:** Employees will promptly and accurately report job-related injuries to their supervisor. Supervisors and employees will take action in accordance with controlling directives. Instructions regarding how to file a claim when injured on the job will be posted on all Official Safety bulletin Boards.
4. **Integrated Safety Council:** The Council provides a forum for review of occupational health and safety matters pertaining to working conditions. The Union shall appoint primary and alternate representatives to the Integrated Safety Council. The employer will notify the union representatives of the date, time, and place of the meetings. When a union representative attends the Integrated Safety Council Meeting, he/she will be authorized to use official time.
5. **Safety Equipment:** The Employer agrees to issue all appropriate personal safety equipment and provide appropriate training to new employees within the first sixty (60) days after entry on duty. Every effort will be made to accommodate differences in size and comfort. The Union agrees that employees must use appropriate safety equipment when required by the task. Furthermore, employees will use reasonable care in the maintenance of all personal and communal safety equipment. If additional equipment is to be provided, training will be completed prior to issue.

## ARTICLE 24

### DURATION OF AGREEMENT

1. Effective Date and Term: This Agreement shall become effective after it is signed by the parties, and approved by DoD/CPMS, and shall remain in effect for three (3) years from the date of approval.
2. Renewal/Renegotiation: This Agreement shall be automatically renewed for successive periods of one (1) year, subject to applicable law and regulation, unless either party gives written notice to the other party of its intention to change this Agreement. Such notice must be given and received not more than ninety (90) nor less than sixty (60) days prior to expiration date of this Agreement. Such notice must be accompanied by written proposals for renegotiation as applicable. If such notice is given, this Agreement shall remain in full force and effect until the changes have been negotiated and approved.
3. Amendments and Supplements:
  - A. This Agreement shall be brought into conformance with existing Air Force policies and regulations, or other appropriate authorities, Public Law 95-454 (as amended), and applicable laws, at the time it is renegotiated, renewed, or extended. At any time during the life of the Agreement, and by mutual consent of the parties, this Agreement may be supplemented.
  - B. The Agreement may be supplemented within a reasonable time after the enactment of any new law or regulation by appropriate authority, which affects the provisions of this Agreement. A proposal by either party to negotiate such amendments or supplements will cite the pertinent law or regulation and the affected Article. When such a proposal is submitted, the parties will meet promptly to negotiate.
4. Effective Date, Amendments, and Supplements: Amendments and supplemental agreements shall become effective upon date of signature by the parties and the approval by DoD/CPMS. They shall remain effective concurrent with the basic Agreement



## **Appendix B**

### **Uniforms and Equipment for Security Forces**

1. The parties agree that they have a mutual interest in Air Force Security Officers presenting a professional image on duty. Additionally, the parties agree that uniformed officers are required to maintain a high standard of personal and uniform appearance.
2. Management agrees to adhere to the guidelines in AFI 36-801, Uniforms for Civilian Employees.
3. Issue of Uniforms. Management agrees to provide an initial issue of uniforms and equipment as indicated in Tables A and B of this appendix.
  - A. The parties agree that uniforms for initial issue must be procured in accordance with AF supply procedures.
  - B. The parties agree that only new unused items worn next to the skin (close body wear) will be issued.
  - C. Future uniformed officers, not on the rolls on the effective date of this agreement, will receive an initial issue of all Uniform items indicated in Table A and Equipment items in Table B.
  - D. Each employee shall sign an AF Form 538, Personal Clothing and Equipment Record when uniforms are issued, indicating number and type of uniform items issued.
4. Turn-In of Equipment. Items from Table B must be returned when an employee vacates a position, with the exception of the subdued American flag patches and the security police cloth shields. Employees are not required to return Items from Table A.
5. Uniform Replacement Allowance. AFI 36-801, "Uniforms for Civilian Employees", contains guidelines for establishing a Uniform Replacement Allowance. A Uniform Replacement Allowance reimburses employees for those uniform items that need replacement because of damage or wear. It must not exceed the maximum authorized under 10 U.S.C. 1593.
  - A. The current Uniform Replacement Allowance remains in effect, with an annual review conducted by a team of functional experts made up of Union and management representatives. This team will review the current Uniform Replacement Allowance within six (6) months of the effective date of this agreement, with yearly reviews thereafter.
  - B. The review of the Uniform Replacement Allowance must consider the number and quality of each uniform item that the employee needs to maintain. Allowance is based on the cost of the items that make of the required uniform and the wear out periods for various items.
  - C. Additionally, the parties agree that in accordance AFI 36-801, the joint Union and management team of functional experts will establish wear out

periods for replacing items used to establish the Uniform Replacement Allowance.

- D. The Uniform Replacement Allowance will be paid quarterly in accordance with AFI 36-801.



**APPENDIX B - TABLES**

TABLE A Uniform.

ARTICLE	ACS	QUANTITY
Black BDU Shirt	Each	2
Black BDU Pants	Pair	4
Blue Jacket	Each	1
Blue Knit Shirt	Each	3
Black Tactical Boots	Pair	1
Black T-Shirts	Each	4
Black Leather Gloves	Pair	1
BDU Blousing Straps	Pair	1
Blue baseball cap w/logo	Each	1

Note: Items included in Table A will be issued to employees when they are first appointed.

TABLE B Equipment

ARTICLE	ASC	QUANTITY
Black Web Belt	Each	1
Belt Keepers	Each	4
Radio Case	Each	1
Flashlight Holder	Each	1
Ammo Pouch	Each	1
Handcuff Case	Each	1
Holster	Each	1
Subdued American Flag Patch	Each	2
Security Police Cloth Shield	Each	2
Sergeant Insignia	Pair	1
Black Tactical Vest with Radio Case	Each	1
Black Canvas Cargo Bag	Each	1
Kevlar Helmet	Each	1
Protective Mask	Each	1
Body Armor	Each	1
Front Armor Plate	Each	1
Back Armor Plate	Each	1
Body Armor Harness	Each	1

Note: Items included in Table B will be issued in accordance with provisions contained in Appendix B of the MOA, and are not issued to Escorts.

## Appendix C

### GLOSSARY

ADVERSE ACTION - A removal, suspension, furlough for 30 days or less, or reduction in grade or pay. Actions resulting from reduction in force are not included. Adverse actions may or may not be for disciplinary reasons.

BARGAINING UNIT EMPLOYEE - An employee included in an appropriate bargaining unit for which a labor organization has been granted exclusive recognition. Employees covered by the bargaining unit may or may not be dues-paying members. Those who are eligible to hold office in the Local and vote on Union-related matters.

DISCIPLINARY ACTION - An action taken by management to correct and 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.

CONSULTATION - The process by which management secures the views of and bargains in a good-faith effort to reach agreement on changes in personnel policies, practices, and matters affecting working conditions prior to their implementation.

CONFIDENTIAL EMPLOYEE - An employee who acts in a confidential capacity with respect to an individual who formulates, makes policy, or makes decisions in the field of labor-management relations.

DAY - All references to day(s) refer to calendar days.

EMPLOYEE - An individual:

A. Employed in any agency; or

B. Whose employment in an agency has ceased because of any unfair labor practice under 5 USC 7116 and who has not obtained any other regular and substantially equivalent employment, as determined under regulations prescribed by the Federal Labor Relations Authority; but does not include:

- (1) a member of the uniformed services;
- (2) a supervisor or a management official;
- (3) any person who participates in a strike in violation of 5 USC 7311.

FEDERAL SERVICES IMPASSE PANEL - An independent Federal agency, which adjudicates negotiated, issues declared at impasse by one of the Parties.

GRIEVANCE PROCEDURE (NEGOTIATED) - Applicable only to employees in the bargaining unit for the consideration and orderly resolution of disputes over issues within the scope of the procedure. In the Federal sector the scope is fully negotiable by the parties except that it may not include matters for which a statutory grievance or appeal procedure exists. (NOTE: Nonbargaining unit employees may grieve issues as identified under Administrative Grievance System.)

MEDIATION - A procedure for third-party settlement of disputes to facilitate the reaching of an agreement voluntarily between the parties.

PROFESSIONAL EMPLOYEE - Employees in positions in the medical, scientific, or engineering fields which require a bachelor's degree or four years college in an accredited college or university.

SUPERVISOR - An individual employed by an agency having authority over one or more employees to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action.


UNION - A labor organization composed of employees who participate and pay dues. The purpose of the union is to deal with an agency concerning grievances and conditions of employment.

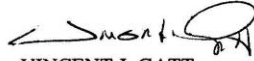
**AUTHENTICATION**

**FOR THE EMPLOYER**

  
RONALD E. THOMPSON, JR.  
Lt Col, USAF  
Commander, 21st Space Operations Squadron

  
BYRON K. BROUSSARD, Lt Col, USAF  
Chief Negotiator


  
IVY W. ABAFO  
Negotiating Team Member

  
VINCENT J. GATT  
Negotiating Team Member

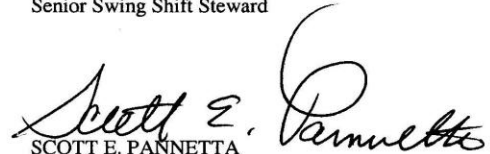
  
AARON A. TURLIN  
Negotiating Team Member


  
SUE M. JACKS  
Negotiating Team Member


**FOR THE UNION**

  
RAYMUNDO FERDIN  
Chief Negotiator  
President, NFFE, Local 2090

  
DIEGO M. HAMMETT  
Negotiating Team Member  
Senior Swing Shift Steward

  
SCOTT E. PANNETTA  
Negotiating Team Member  
Senior Midnight Shift Steward

  
RICHARD E. SIEGEL  
Negotiating Team Member  
Secretary/Treasurer, NFFE Local 2090

  
ANTHONY L. WILLIAMS, SR.  
Negotiating Team Member  
Vice President, NFFE Local 2090

EXECUTION DATE: OCT 14 2008



DEPARTMENT OF DEFENSE  
CIVILIAN PERSONNEL MANAGEMENT SERVICE  
1400 KEY BOULEVARD  
ARLINGTON, VA 22209-5144

18 NOV 2003

MEMORANDUM FOR COMMANDER, ATTN: MS. SUE JACKS, 21 SPACE  
OPERATIONS SQUADRON, 1080 LOCKHEED MARTIN  
WAY, BOX 117, SUNNYVALE, CA 94089

SUBJECT: Negotiated Agreement Between 21<sup>st</sup> Space Operations Squadron,  
Onizuka Air Force Station and National Federation of Federal Employees in  
affiliation with International Association of Machinists and Aerospace Workers,  
Local 2090 (LAIRS #050530).

The subject agreement, as executed October 14, 2003, has been reviewed  
pursuant to 5 U.S.C. 7114(c)(1), and the agreement as revised is approved this  
date. 18 NOV 2003

The approval of this agreement does not constitute a waiver of or exception to  
any existing law, rule, regulation or published policy.

This action is taken under authority delegated by DoD 1400.25-M, Civilian  
Personnel Manual, Subchapter 711, Labor Management Relations. Please annotate  
the agreement to indicate: Approved by the Department of Defense on  
18 NOV 2003.

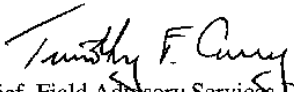
Copies of the approved agreement should be forwarded as follows:

Defense Civilian Personnel Management Service (DCPMS) Field Advisory  
Services Division, Labor Relations Branch, 1400 Key Blvd., Suite B-200,  
Arlington, Virginia 22209-5144 – one copy of OPM Form 913-B (attached)  
and a copy of the approved agreement on disk (Microsoft Word, WordPerfect  
or any standard text format) or e-mail us a copy at  
[labor.relations@cpms.osd.mil](mailto:labor.relations@cpms.osd.mil).

Headquarters, USAF/DPCE, Room 4E235, Air Force Pentagon, Washington,  
D.C. 20330-1040 – two copies

If there are any questions concerning the agreement, Mr. Robey Hatfield can  
be reached on DSN 426-6301 or commercial (703) 696-6301, extension 431.

A copy of this memo was served on the union by first class mail  
on 13 NOV 2003.

for   
Chief, Field Advisory Services Division

cf: NFFE-IAM Local 2090  
1080 Lockheed Martin Way  
Box 108  
Sunnyvale, CA 94089

HQ USAF/DPPH  
Attn: Mr. Robert L. Nelson  
Labor Relations Program Manager  
Room 4E235  
1040 Air Force Pentagon  
Washington, DC 20330-1040