



# Collective Bargaining Agreement

Between

*The Space and Missile Systems Center,  
Air Force Materiel Command,  
United States Air Force,  
Los Angeles Air Force Base, California*

*Local 2429,  
American Federation of Government Employees  
AFL-CIO*

**2 May 1996**



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**and**

**Local 2429,  
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**2 May 1996**

**APPROVED BY THE DEPARTMENT OF DEFENSE  
ON 23 APRIL 1996**

## TABLE OF CONTENTS

	PREAMBLE . . . . .	2
Article I	Recognition and Coverage of Agreement . . . . .	2
Article II	Management Rights . . . . .	3
Article III	Employee Rights and Responsibilities . . . . .	5
Article IV	Union Rights, Responsibilities and Privileges . . . . .	7
Article V	Publicity . . . . .	9
Article VI	Employee Recognition and Awards . . . . .	11
Article VII	Union Officers and Representatives . . . . .	12
Article VIII	Negotiations During Term of the Agreement . . . . .	15
Article IX	Hours of Work, Overtime, Holidays . . . . .	17
Article X	Leave Policies . . . . .	19
Article XI	Working Conditions . . . . .	22
Article XII	Civic Responsibilities . . . . .	23
Article XIII	Equal Employment Opportunity . . . . .	24
Article XIV	Orientation and Training . . . . .	27
Article XV	Employee Performance Management . . . . .	28
Article XVI	Placement and Promotion . . . . .	32
Article XVII	Details and Temporary Promotions . . . . .	35
Article XVIII	Position Description and Classification . . . . .	37
Article XIX	Reduction-In-Force . . . . .	39
Article XX	Supervisor's Employee Work Folder . . . . .	40
Article XXI	Voluntary Separations . . . . .	42
Article XXII	Contracting-Out . . . . .	43
Article XXIII	Injury Compensation . . . . .	44
Article XXIV	Disciplinary and Adverse Action . . . . .	45
Article XXV	Grievance Procedures . . . . .	48
Article XXVI	Arbitration . . . . .	52
Article XXVII	Dues Withholding . . . . .	54
Article XXVIII	Waiver of Conditions . . . . .	57
Article XXIX	Alcoholism and Drug Abuse . . . . .	58
Article XXX	Committees . . . . .	60
Article XXXI	Miscellaneous . . . . .	61
Article XXXII	Research Programs and Demonstration Projects . . . . .	62
Article XXXIII	Written Surveys and Questionnaires . . . . .	63
Article XXXIV	Strikes and Informational Picketing . . . . .	64
Article XXXV	Official Time . . . . .	65
Article XXXVI	Duration of Agreement . . . . .	68
	AUTHENTICATION . . . . .	69

## PREAMBLE

This Agreement is made and entered into by and between the Space and Missile Systems Center (SMC), Air Force Materiel Command, Los Angeles Air Force Base, Los Angeles, California, hereinafter referred to as "Employer" and American Federation of Government Employees Local 2429, AFL-CIO, hereinafter referred to as "Union", pursuant to the policy set forth in Public Law 95-454. This Agreement and such other supplementary agreements as may be agreed upon hereafter from time to time, together shall constitute a Collective Bargaining Agreement between the Employer and the Union.

It is the intent and purpose of the parties to protect the public interest, contribute to the efficiency of public business, and to facilitate and encourage the amicable settlement of complaints and disputes between bargaining unit employees and the Employer. This agreement sets forth the rights and obligations of bargaining unit employees, the Union, and the Employer.

The parties enter into this Collective Bargaining Agreement in a spirit of partnership and shared interest. At a time when Government is being downsized, technology is rapidly changing, and the mission of the Armed Forces is evolving to meet new threats to national security, we recognize a common interest in working together to ease the impact of this change on the employees of the Air Force Space and Missile Systems Center. We agree to make the concept of partnership an integral part of this agreement and to use the SMC/AFGE Partnership Council as a vehicle to help reduce conflict between the parties and realize cooperative solutions to issues which challenge the Union and management alike.

**ARTICLE I**  
**RECOGNITION AND COVERAGE OF**  
**AGREEMENT**

**Section A – Exclusive Representation.** The Employer hereby recognizes the Union as the exclusive representative of all employees in the Unit as defined in Section B below. The Union recognizes its responsibility for representing the interests of all bargaining Unit employees without discrimination and without regard to membership status in the Union, with respect to grievances, personnel policies and practices, or other matters affecting conditions of employment, subject to the expressed limitations set forth in this Agreement.

**Section B – The Bargaining Unit.** The Unit to which this Agreement is applicable is composed of all appropriated fund, non-professional civilian employees of the Space and Missile Systems Center and other Air Force organizations, serviced by the Space and Missile Systems Center Civilian Personnel Office, and stationed in Los Angeles County, California, excluding employees performing cryptographic duties, professional employees, managers, confidential employees, supervisors, guards, and persons performing personnel work in other than a purely clerical capacity.

**Section C – Conditions of Employment.** The Employer recognizes that, as the exclusive representative of employees in the Bargaining Unit, the Union has the right to speak for and to bargain on behalf of the employees it represents. The employer will notify the Union of changes in conditions of employment affecting Bargaining Unit employees and afford the Union an opportunity to bargain on negotiable matters affecting personnel policies, practices, or conditions of employment. For the purposes of this agreement, conditions of employment include personnel policies, practices, and matters whether established by a rule, regulation, directive, instruction, or other changes which affect working conditions.

**Section D – Bargaining Unit Positions.** When a position changes or a new position is established and the parties do not agree over whether the position(s) is (are) inside or outside the bargaining unit, either party may file a Clarification of Unit Petition with the Federal Labor Relations Authority (FLRA). Until the dispute is resolved, the employee and/or position will remain in the bargaining unit.

**Section E – Scope of the Agreement.** Except where otherwise explicitly stated in this agreement, the provisions of this agreement apply to conditions of employment for bargaining unit employees and positions.

**ARTICLE II**  
**MANAGEMENT RIGHTS**

**Section A.** Nothing in the Collective Bargaining Agreement shall affect the authority of management officials to exercise the management rights which are stated in Section 7106 of the Federal Service Labor-Management Relations Statute, 5 U.S.C. § 7106. Section 7106 states as follows:

(a) Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency –

(1) to determine the mission, budget, organization, number of employees and internal security practices of the activity; and

(2) in accordance with applicable laws –

(A) 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;

(B) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

(C) with respect to filling positions, to make selections for appointments from –

(i) among properly ranked and certified candidates for promotion; or

(ii) any other appropriate source; and

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

(b) Nothing in this section shall preclude any agency and any labor organization from negotiating –

(1) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

(2) procedures which management officials of the agency will observe in exercising any authority under this section; or

(3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

**Section B – Additional Obligation of the Parties.** The parties agree to negotiate over provisions falling within 5 U.S.C. § 7106(b)(1) to the extent required by Executive Order 12871, dated 1 October 1993. In the event Executive Order 12871 is rescinded or amended to eliminate any such requirement, this Section will no longer be binding on the parties. In that event, the parties may negotiate regarding the matters delineated in 5 U.S.C. § 7106(b)(1).

**Section C.** When the Employer is requested by higher headquarters to comment on proposed changes to personnel policies and practices, the Union will be notified promptly and given an opportunity to provide comments. The Employer agrees to forward any Union comments to higher headquarters for consideration.

**Section D.** Whenever language in this Agreement refers to specific duties as being the responsibility of specific employees, management officials, or offices, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Employer retains the sole discretion to assign work and to determine who will perform the function discussed.

### ARTICLE III

#### EMPLOYEE RIGHTS AND RESPONSIBILITIES

**Section A.** Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under this chapter, such right includes the right –

(1) to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and

(2) to engage in Collective Bargaining with respect to conditions of employment through representatives chosen by employees under this chapter.

**Section B.** Employees have the right to bring working condition matters of personal concern to the attention of supervisory personnel or Union representatives in accordance with this Collective Bargaining Agreement and the statute and to choose their own representatives. Employees are encouraged to discuss working conditions with their immediate supervisor prior to filing a grievance. If Bargaining Unit employees desire representation using the negotiated grievance procedures, he/she must be represented by a Union appointed representative or a representative of personal choice approved by the Union. This does not preclude employees from representing themselves under the negotiated grievance procedure. However, the Union must be provided an opportunity to be present during the grievance proceeding.

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

**Section D – Recording Devices.** Supervisors shall not electronically record any conversation with an employee without that employee's express written consent. Likewise, employees will not record any conversation with a supervisor without that supervisor's written consent. No recording made by either party in violation of this section may be used for any purpose in any official agency proceeding. This provision shall not preclude the taking of recorded verbatim testimony in any grievance or arbitration proceeding or in any proceeding where a verbatim record is required by statute or regulation.

**Section E – Right to Petition Congress.** The Employer recognizes the right of all employees to petition members of congress and high level members of the Executive Branch with respect to their views or concerns. No employee may be subjected to reprisal for exercising this right.

**Section F – Professionalism and Respect for Others.** The Employer will undertake to treat all employees fairly with dignity and respect. The Union will encourage all employees to treat their co-workers and supervisors with dignity and respect.

**Section G – Whistleblower Protection.** The Employer acknowledges that employees are protected from reprisal under the terms of the Whistleblower Protection Act, 5 U.S.C. §2302(b)(8).

**Section H – Unlawful Orders.** Employees may not be subjected to discipline or reprisal for refusing to carry out an order which is unlawful. Before taking action against an employee for refusing to carry out an order, the legality of which has been called into question, the supervisor will give the employee the opportunity to identify the statute or regulation violated and discuss the issue with the employee.

## ARTICLE IV

### UNION RIGHTS, RESPONSIBILITIES AND PRIVILEGES

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

**Section B.** The Union is the exclusive representative of employees in the Unit and is entitled to act for and to negotiate agreements covering all employees in the Unit. The Union shall be given the opportunity to be represented at formal discussions (planned meetings) between management and employees or employee representatives 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 discussion is subject to security and the confidentiality of information. The Union shall be given the opportunity to be represented at an examination of an employee in the Unit by a representative of the activity in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary/adverse action against the employee and the employee requests representation.

**Section C.** The Employer will annually in January furnish the Union a list of names, position titles, series, grades and organizational designation of all employees in the Unit. By the fifteenth of each month, the Union will be given a list of names, position titles, series, grades and organizational designation of the gains and losses in the Unit for the preceding month.

**Section D.** The Union agrees to actively support the Employer's effort to eliminate waste; conserve materials, supplies, and energy; to uphold high standards of workmanship and safety practices; minimize absenteeism, tardiness, carelessness, and other conditions which adversely affect the mission or hamper efficiency; encourage the submission of ideas for improvement and/or cost reduction. In addition, the Union will encourage members of the Unit to follow the provisions of this Agreement when they are participating in any matter to which this Agreement is applicable.

**Section E – Use of Facilities.** The Employer agrees to budget for and provide the Union with an office, two computers, printer, E-mail and LAN connections, a typewriter, appropriate furniture and expendable supplies for Union use during the term of this Agreement, at no cost to the Union. The Union will submit to the Civilian Personnel Officer its projected requirements in conjunction with the annual budget cycle. This office space will be for the exclusive use of the Union. In the event, however, that mission requirements dictate a relocation of the Union office, the Employer will allocate

equivalent space at another location on-base. The Union may request the temporary use of appropriate meeting or conference space for conduct of Union business during non-work hours. Such request will be submitted in writing to the Civilian Personnel Officer. Space, when available, will be granted by the Employer. Granting of space will be subject to normal security and safety regulations.

**Section F.** The Union agrees to provide the Labor Relations Officer, by the fifteenth of the month, a résumé of complaints the Union has received during the month. The résumé will include organization and nature of the complaint to assist in resolving problem areas before they become a major issue. The name and other facts which identify the employee or position need not be revealed in the written communication but may be the subject of subsequent discussions between the Union and management.

**Section G – Telephone usage.** The Union will be allowed to use the telephone in the office occupied by the Union only for activities authorized under the terms of this Agreement. The Union will reimburse management for any non-representational telephone calls made from the telephone line assigned to the Union office.

**Section H.** The Union may use base computers, printers, E-mail, typewriters, and copying machines while performing representational activities.

## ARTICLE V

### PUBLICITY

**Section A.** The Employer agrees to provide 17 bulletin boards, 36" x 36", for the exclusive use of the Union. The Union agrees to designate a bulletin board monitor and alternate for each location by posting their names, organization assignment, and telephone number thereon. The Union agrees to conform to the same standards as prescribed for official Employer bulletin boards.

**Section B.** The Base Telephone Directory will list AFGE Local 2429 under tenant organizations. This listing will include phone number(s) for the Union office and work numbers for the President, Executive Vice President, and Chief Steward.

**Section C.** The Union may submit notice of meetings and other Union sponsored events to the Director of Information Management which will publish such notices in the electronic Staff Bulletin.

**Section D.** The Union may conduct one on-base membership drive each calendar year not to exceed 60 days. The Employer will be given 15 work days advance notice to meet with the Union prior to the beginning of the drive to arrange for an on-base meeting place. The Employer agrees to provide adequate facilities for membership drives at locations which are accessible to Unit employees during breaks, lunch periods, and before and after work. The Union may make up to three distributions of recruiting literature at the individual desks of employees with a minimum of 5 work days notice to the Employer.

**Section E.** The Employer shall prepare copies of this Agreement for distribution to employees of the Unit, management officials, supervisors, and also provide 150 copies to the Union. The Union will pay for the cost of printing 600 copies of the Agreement.

**Section F.** The Union may submit items for publication in the *Astro News* to the Public Affairs Office, with the understanding that the Public Affairs Office will select items for publication on the basis of news worthiness and availability of space.

**Section G.** When responding to employee questions regarding unit procedures, Union representatives may request, and the supervisor will provide, a copy of internal office instructions or procedures relating to the personnel policies, practices, and working conditions at issue. When inappropriate unit procedures are identified, the Union will apprise the Civilian Personnel Officer in writing so that corrective action may be initiated.

**Section H.** The Employer agrees to furnish the Union electronic access to all Air Force and local civilian personnel directives, instructions, and supplements. The Civilian Personnel Officer will furnish copies of all pertinent messages and letters from higher headquarters which change or establish agency personnel policies and practices to the Union in a timely manner.

**Section I.** The Civilian Personnel Office maintains the official library of civilian personnel publications. Any employee may, with the concurrence of his/her supervisor, review the publications in the library. Supervisors will not unreasonably withhold such permission. The Union may copy relevant provisions as required.

**Section J.** The Union may place free standing literature racks in suitable locations in the main lobbies of each building. Such racks will conform to the appearance of existing ones currently being utilized.

## ARTICLE VI

### EMPLOYEE RECOGNITION AND AWARDS

**Section A – Civilian Performance Awards.** In recommending employees for annual civilian performance awards, the Employer will assure the recommendation is based solely on merit and conforms with the spirit and intent of the Air Force Performance Awards Program. The Employer shall afford the Union the opportunity to negotiate on any negotiable matters regarding changes to the program prior to implementation.

**Section B – Representation and Responsibility.** The Union will nominate one primary and one alternate representative to the SMC Civilian Award Committees. This representative will share equally with other members the rights and responsibilities delegated the committee. He/she shall participate in the following (when members of the Unit are being considered):

(1) Selection of outstanding performance recipients from among the submitted candidates.

(2) Selection of Honorary Recognition Awards candidates.

(3) Selection of candidates for Special Achievement Awards based on special acts or services.

**Section C.** The Employer agrees that, when possible and practicable, proper ceremony and publicity will surround presentation of awards. The Office of Public Affairs will publicize such award recipients.

## ARTICLE VII

### UNION OFFICERS AND REPRESENTATIVES

**Section A.** The following are the responsibilities of Union Officers, Chief Steward, and Union representatives. These individuals will perform these responsibilities during working hours on official time.

(1) Officers:

(a) Present views and confer with management officials relative to matters not resolved at the Chief Steward level.

(b) Participate in periodic meetings with management officials for the purpose of bringing employee problems and Union views relative to current personnel policies and proposed changes thereto to the attention of management.

(2) Chief Steward:

(a) Be immediately concerned with actions occurring throughout the Unit.

(b) Take action upon the request of designated representatives to attempt to resolve a perceived or actual employee problem.

(c) Act in the absence or non-availability of a Union representative.

(3) Union Representatives:

(a) Inform the cognizant supervisor and Chief Steward of potential problem areas with a view of improving working conditions, for the prevention of complaints, and for the mutual benefit of 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 collection and consideration of the facts.

(d) Advise the employee on the merits of his/her complaint and on the action which it deserves.

(e) Assist the employee in presenting a complaint through established channels to appropriate supervisory personnel.

(f) After receipt of requested documentation, Union representatives will coordinate with their respective supervisors to schedule, by mutual agreement, a reasonable period of time, commensurate with the problem at hand, to resolve the particular issue.

(g) If the Union representative and his or her supervisor cannot agree on what constitutes a reasonable time, the Union will elevate the issue to the Civilian Personnel Officer. The Civilian Personnel Officer will then communicate with the employee's chain of command to negotiate a reasonable period of time.

#### **Section B.**

(1) Unless precluded by mission requirements, official time shall be authorized by the immediate supervisor to authorized Union representatives to perform their representational duties and functions. In the event authorization for official time is not possible at the time requested due to mission requirements, the supervisor and the Union representative will reschedule the official time requested.

(2) Supervisors of each Union representative shall keep a record of all official time used for representational duties and functions on the employee's time card. The manner and format for recording official time shall be that which has been agreed to between the Employer and the Union.

(3) The supervisor of each Union officer or representative will furnish a copy of the employee's time cards to the Civilian Personnel Officer at the conclusion of each pay period. With the written consent of the employee, the Civilian Personnel Officer will furnish a copy of these time cards to the Union. The Civilian Personnel Officer shall provide the Union a copy of all reports, if any, submitted to higher headquarters on representational duties and functions.

(4) Supervisors shall not use official time for representational duties and functions as the basis for assignment of minimally acceptable or unacceptable performance ratings, denial of promotions, performance feedback appraisals, technical appraisals, evaluations of promotion potential, or for the purpose of denying performance awards or effecting disciplinary and/or adverse actions.

(5) *Definition of Official Time.* As used in this Article, official time means all time granted an employee by the Employer to perform representational functions and duties on

behalf of individuals, when the employee would otherwise be in a duty status without charge to leave or loss of pay, and shall be considered hours of work.

**Section C.** Union representatives will be available to represent any employee upon request in the preparation and presentation of grievances, appeals, and complaints of employees and will be allowed to do so without restraint or harassment.

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

**Section E.** The Employer agrees to recognize up to ten (10) Union representatives and a Chief Steward appointed by the Union. Union representatives will generally represent employees assigned to the same work area where the Union representative is assigned, and the Union representative will normally confine his/her activities to the area he/she represents. The Union agrees to inform the Employer in writing of the name of the assigned Union representative at the time of the assignment and notification within 10 work days of the change in such assignments. The Union will post the names of Union representatives on the approved bulletin boards.

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

**Section G.** The Union agrees that they will provide training for Union representatives in the administration of the Agreement. The Employer agrees that a period of time not to exceed four (4) hours duty time will be authorized for this training. Certification of satisfactory completion of training will be provided the Space and Missile Systems Center Labor Relations Officer. New Union representatives will undergo training within 45 days after appointment.

**ARTICLE VIII**  
**NEGOTIATIONS**  
**DURING TERM OF THE AGREEMENT**

**Section A.** The Employer and the Union shall meet at reasonable times and negotiate in good faith with respect to personnel policies, practices, and matters affecting conditions of employment. The Employer shall not implement an instruction, regulation, or other directive on a negotiable issue without affording the Union an opportunity to negotiate prior to implementation.

**Section B.** The Employer agrees to provide the Union all relevant material (e.g., proposed instructions, published instructions, directives, memorandum, manual, *etc.*) giving rise to the proposed change. The Union will be given all available information at the time of notification. The Union will be given a reasonable amount of time to submit a proposal based on the nature and complexity of the proposed change in conditions of employment. The parties will mutually agree on a scheduled date and time to commence negotiations as soon as possible.

**Section C.** After the parties have reached agreement on a matter negotiated under the provisions of this article, the Employer will prepare the final product for review and signature by the Union. The final document will contain the issues negotiated and agreed to by the parties which do not conflict with statute. Any deviation must be by mutual agreement between the parties.

**Section D.** The Civilian Personnel Officer and the Union will meet at mutually agreeable dates and times to discuss matters of general concern to employees in the Unit, such as correction of conditions making for grievances and misunderstandings, encouragement of good human relations, betterment of working conditions and strengthening of employee morale. Individual grievances or complaints will not be the subject of discussion at these meetings.

**Section E.** The Union and the Employer will utilize the SMC/AFGE Partnership Council to address matters of mutual interest within the Council's charter. The Council will focus on systemic issues rather than individual cases, but the Council may, in appropriate cases, provide an informal vehicle for resolving matters which would otherwise involve negotiations.

**Section F.** The Executive Council of Local 2429 will meet with the Space and Missile Systems Center Commander within six (6) months after his/her assumption of command and at least annually thereafter. The purpose of these meetings will be to discuss matters

of common interest and concerns. The Civilian Personnel Officer and the Labor Relations Officer will also attend these sessions.

**Section G.** The parties agree to pursue a vigorous program of truth and completeness in the presentation of information.

**Section H.** In the event that the Employer anticipates implementing changes in conditions of employment which involve management rights reserved under Section 7106(a) of the Federal Service Labor-Management Relations Statute, 5 U.S.C. § 7106(a), or which are otherwise not negotiable, the Union will be notified as soon as possible and given all relevant information. The notice will include a description of the anticipated change and the implementation date. Copies of all available relevant information will be attached to the notice. If the Union desires to negotiate over the impact and implementation of a proposed change, to the extent that such matters are negotiable, the Union must respond to the appropriate management official within the designated notice period and must notify the Employer of its desire to negotiate.

**Section I.** Before initiating negotiations, the parties will agree on such ground rules as may be appropriate. In the event of an impasse and one of the parties properly requests the services of the Federal Service Impasse Panel (FSIP), the other party will maintain the status quo until a decision is rendered by the FSIP. Each party may choose the process for resolving the impasse before the FSIP. In the event the parties are ordered by FSIP to settle an impasse through the arbitration process, the final decision of the arbitrator will be binding upon the parties.

## ARTICLE IX

### HOURS OF WORK, OVERTIME, HOLIDAYS

**Section A – Work Week.** The administrative work week will be seven consecutive days, Sunday through Saturday. The basic work week normally consists of five 8-hour days, Monday through Friday, excluding the lunch period.

**Section B – Assignment and Changes to Hours of Work.** . The Employer will communicate changes in hours of work to affected employees as far in advance as possible of the administrative work week. Assignments to tours of duty are scheduled in advance of the administrative work week over periods of not less than 1 week, except when the employer determines that the employer would be seriously handicapped in carrying out its functions or that costs would be substantially increased. The Employer agrees to take into consideration the special needs of employees who are currently enrolled in educational institutions and those who are commuting by bus, vanpool, or carpool.

**Section C – Overtime.** Overtime work will be assigned solely in accordance with the Employer's obligation to perform the required workload in a timely manner. In the assignment of overtime, the Employer agrees to provide the employee with 24 hours advance notice when possible.

**Section D – Holidays.**

(1) Employees shall be entitled to all holidays now prescribed by Federal law and any that may be later added by Federal law and all holidays that may be designated by Executive Order.

(2) Holidays will be observed in accordance with applicable laws and regulations.

(3) Work on holidays or observed holidays shall not be required except when essential to mission requirements.

**Section E.** Flexitime is that period of the working schedule when an employee may, with prior supervisory approval, choose the time of arrival and departure. Arrival times may begin at 15 minute intervals (on the 1/4, 1/2, or 3/4 past the hour). Since established core hour periods require mandatory presence, the remaining hours needed to make up an 8-

hour day will be incurred during the flexible hour periods. The flexitime work day is indicated below:

- (1) MORNING FLEX HOURS: 0600 - 0900 Hours
- (2) CORE HOURS: 0900 - 1100 Hours
- (3) MID-DAY FLEX HOURS: 1100 - 1300 Hours
- (4) CORE HOURS: 1300 - 1500 Hours
- (5) AFTERNOON FLEX HOURS: 1500 - 1800 Hours.

**Section F.** Employees not on flexitime will observe the normal base hours (0715 to 1600) with a 45 minute lunch period.

**Section G.** The official time card shall be the only document used for recording the employee's time and attendance.

**ARTICLE X**  
**LEAVE POLICIES**

**Section A – Annual Leave.**

(1) Employees shall earn annual leave in accordance with applicable statutes. When a request for annual leave has been denied, the supervisor will notify the employee of the reason for denial. The supervisor will furnish the reason(s) in writing upon request of the employee.

(2) Supervisors will, at the beginning of the leave year, establish an employee leave schedule for the leave year. In the event the supervisor finds it necessary to cancel previously approved annual leave, he/she will provide the employee with the reason(s). The employee will be encouraged to reschedule his/her leave.

(3) Annual leave for absence because of an emergency situation which is not known in advance must be requested as soon as possible after the beginning of the absence, normally within the first two hours of the employee's duty day. The employee must telephone his/her supervisor or other designated leave approving official to request approval.

(4) The minimum charge for either annual or sick leave is 15 minutes.

**Section B – Leave Without Pay.**

(1) Subject to work requirements, an employee may be granted leave without pay for up to a year to participate in an activity considered of benefit to the Employer.

(2) Supervisors will coordinate all requests for leave without pay in excess of 30 days with the Civilian Personnel Officer before approving or disapproving such requests. The Civilian Personnel Office will make such recommendations to the supervisor as may be necessary to ensure consistency across units. Final authority for approval or disapproval rests with management.

**Section C – Official Time.**

(1) Union appointed representatives will be excused, without charge to leave, to attend union and non-union sponsored training, which includes seminars, briefings, orientations, conferences, workshops, and special meetings which are considered of

mutual benefit to the Employer and the Union. Official time shall be authorized as follows:

(a) The Employer agrees to permit four Union representatives to attend the annual AFGE leadership training program, where such training is determined to be of mutual benefit to the Employer and the Union. Such training will not exceed 40 hours per person per year.

(b) In addition to the official time referenced in paragraph 1(a) above, the Employer will authorize additional training not to exceed twenty-four (24) hours each for up to 10 Union appointed representatives. The total amount of official time for training for all Union representatives identified in this subparagraph shall not exceed 240 hours for each 12 month period.

(2) Union representatives shall be on official time while representing the Union in the negotiation or renegotiation of a collective bargaining agreement.

(3) The Employer and the Union will agree on a schedule for proposed negotiations. Union representatives will then submit requests for official time to participate in such negotiations through the representative's supervisor to the Civilian Personnel Officer. Where possible, such requests will be submitted at least ten (10) working days in advance.

#### **Section D – Sick Leave.**

(1) The Employer shall grant sick leave to employees when they are incapacitated for the performance of their duties by sickness, injury, pregnancy and confinement, or because of the results of exposure to contagious disease. Where an employee is unable to report for work because of incapacitation for duty, the employee will notify his/her supervisor by telephone as soon as possible, normally within two hours after the start of the workday. Employees will request approval of sick leave for prearranged medical, dental or optical appointments in advance.

(2) Normally a doctor's certificate will not be required to substantiate a request for sick leave for three days or less. However, when the supervisor has reason to believe that sick leave is being abused, the employee may be required to submit a doctor's certificate as to his/her incapacity for any period of absence. A medical certificate will not be required to substantiate requests for approval of sick leave for three (3) days or less unless the employee has been notified of this requirement in writing about an excessive use or abuse of sick leave. When a supervisor has issued a leave abuse letter requiring an employee to submit an SF 71 for all periods reported as sick, the requirement will be reexamined every six (6) months. If the problem has been resolved, the supervisor

will terminate the requirement. The supervisor will, however, retain the leave abuse letter in the AF 971 pursuant to the provisions of Article XX.

(3) An advance of sick leave may be extended to employees of up to 240 hours in a case of serious illness, surgery, or disability. The employee must request such leave in writing, and the request must be supported by medical documentation signed by a physician, which describes the nature of the employee's condition and expected date of return to duty. Advance sick leave may not be granted if it is considered likely that the employee will not return to duty for a sufficient period of time to repay the advanced leave.

(4) The supervisor will forward all requests for advanced sick leave to the Civilian Personnel Officer for coordination. The Civilian Personnel Officer will make a recommendation to management to ensure consistency across units. Final approval regarding such requests rests with management.

**Section F – Absence for Voting or Registration.** The employer agrees to excuse employees requesting time off to vote or to register, when registration in person is required, without charge to leave for the amount of time necessary to permit them to report to work three (3) hours after the polls open, or to leave work three (3) hours before the polls close, whichever requires the least amount of time off.

**Section G – Court Leave.** Court leave is granted to employees without charge to annual leave or loss of pay to perform jury duty in a federal, state, or municipal court or to serve as a witness for the United States, District of Columbia, or any state or local government.

(1) Court leave is normally granted for absence during an employee's regularly scheduled tour of duty including regularly scheduled overtime and only for those days and hours the employee would otherwise be in pay status. If, however, the employee is summoned for night court, then the employee will be excused during normal duty hours.

(2) The Employer agrees to provide employees instructions on the payment and return of fees received by an employee as a result of performing service as a juror or witness as provided for in this section.

**ARTICLE XI**  
**WORKING CONDITIONS**

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

**Section B – Morale, Welfare, and Recreation Activities.** The Employer agrees that matters involving the establishment and operation of morale, welfare, and recreation facilities, services, and activities, as are determined to be essential to the morale and efficiency of its civilian work force, are appropriate for conferring with the Union. The Employer and the Union will consider the recommendations and suggestions on these matters. Determination of the need for, and the establishment will be accomplished, justified, and funded in accordance with applicable regulations.

**Sections C – Parking.**

(1) The Employer agrees that every effort will be made to provide adequate parking facilities for employees. Where possible and within provisions of existing regulations, adequate parking will be provided adjacent to buildings or work locations which allow for the shortest possible walking distance from parking facility to work location.

(2) Employees having permanent physical handicaps which impede walking will be provided special reserved parking. Employees with temporary physical handicaps will be provided reserved parking upon request, and with support of a physician's certification for the duration of the incapacitation.

(3) The Employer will provide one reserved parking space for the use of the Union. Assignment of the space will be the responsibility of the Union, with space location to be determined by the Employer.

**Section D – White Hat Award.** The Union's Annual White Hat Award recognizes a supervisor or manager who has most enhanced working relationships in the work environment. The Commander, 61st Air Base Group, will, when notified by the Union as to the winner of this award, provide a reserved parking space adjacent to the winner's regular place of duty for one year following the date of award. The Union will notify the Employer if the space becomes vacant.

**ARTICLE XII**  
**CIVIC RESPONSIBILITIES**

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

**Section B – Savings Bond Drive.** 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.

**Section C – 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. The Union will be invited to have a member on the Drug and Alcohol Abuse Committee delineated in Article XXX.

**ARTICLE XIII**  
**EQUAL EMPLOYMENT OPPORTUNITY**

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

**Section B -- Program Objectives.** The parties agree that they will give full support to the Equal Opportunity Policy and program objectives established by the Equal Employment Opportunity Commission (EEOC) directives, pertinent laws and government-wide regulation. The Employer will establish plans and programs to attain the Air Force objectives. The parties will jointly work to attain the following objectives:

(1) The Employer will ensure that all personnel actions and employment practices are accomplished in accordance with statute, decided case law, EEOC directives, and government-wide regulations.

(2) The Employer will expeditiously consider all complaints of discrimination and make every effort to provide for just and fair resolution of complaints, to include mediation where appropriate.

(3) The Employer will ensure that employees who allege discrimination or who participate in the presenting of EEO complaints are free from restraint, interference, coercion, discrimination, or reprisal.

**Section C.** The Employer agrees to recognize and appoint to the SMC EEO Council two members nominated by the Union. The Union shall be afforded the opportunity to have a member on the various subcommittees.

**Section D.** In recognition of the Union's role as exclusive representative, the Employer agrees to the following:

(1) During pre-complaint counseling EEO counselors will advise all potential discrimination complainants covered by this Agreement of the right to representation of their choice, to include the Union. The counselor's final interview notice will include the employee's right to representation.

(2) If designated, the Union shall have the right to be present at all discussions between management and the employees concerning EEO complaints.

(3) When the complainant does not elect to have Union representation, the Union will be permitted to have an observer present at the hearing without charge to leave unless the complainant objects. The EEOC Administrative Judge will determine the validity of the objection and make the decision on the question of attendance.

(4) If the Union is designated as the employee's representative, the Employer shall provide the Union with a copy of the EEO counselor's report.

**Section E.** The Employer agrees to provide the Union sanitized information regarding the number, basis for, and status of all complaint processing and pre-complaint counseling activities. This information shall be provided by the Chief EEO Counselor on a quarterly basis.

**Section F.** If the Employer determines that such training is necessary, the Employer will provide training for two (2) members of the bargaining unit in basic EEO counseling. In addition, the Employer will furnish the Union with 30 copies of the SMC/CCD poster identifying primary duty and collateral duty EEO counselors. The Union agrees to post these posters on each AFGE bulletin board.

**Section G.** At the request of the Union, the SMC EEO Office will provide training to bargaining unit employees on their rights and responsibilities in the area of Equal Employment Opportunity.

**Section H – Affirmative Action.** The Civilian Personnel Officer shall furnish the Union with a copy of the local Affirmative Action Plan (AAP) and any supplements or updates thereto. The Union agrees to post, on its bulletin boards, the affirmative action goals identified in the local AAP.

**Section I – Supervisor Support for EEO Programs.** At the Employer's discretion, each new civilian supervisor will be advised of their supervisory and EEO responsibilities as prescribed by law and regulations. In addition, the Employer may, in its exclusive discretion, require that the work plan of each civilian supervisor includes a performance element pertaining to their responsibilities under the EEO and Affirmative Action programs.

**Section J – Negotiated Grievance Procedure.** The parties agree that EEO discrimination complaints will not be processed under the negotiated grievance procedure contemplated by this Agreement. The SMC EEO Office will refer aggrieved employees, who do not raise an EEO basis, to the Union for assistance. In addition, the EEO Office will apprise such employees as to any other sources of information or avenues of redress that may be available.

**ARTICLE XIV**  
**ORIENTATION AND TRAINING**

**Section A – Orientation of New Employees.** The Union agrees to inform all new employees, as part of the orientation conducted by the Education and Training Office, of their right to join or to refrain from joining a Union and the purpose of the Union. Upon entrance on duty, the Civilian Personnel Office will provide each new employee in the bargaining unit with a copy of this Agreement. The Union will provide the Labor Relations Officer with a current list of all Union officers and representatives. The Civilian Personnel Office will inform each new employee of the Union's exclusive recognition status and provide the employee with the Union list of designated Union representatives. Supervisors will ensure that all new employees attend the orientation. The Education and Training Office will retain records documenting attendance at this training. The Education and Training Office will provide the Union with a list of all employees attending each session.

**Section B – Union Participation.** The Employer will provide the Union with advance notice of the date, time, and place of orientation schedule. The Union shall be afforded the opportunity to make a presentation during each orientation session for new employees. Union representatives may introduce themselves to new employees at the worksite and inform them of their availability for representational functions. Union representatives may use visual aids in the orientation sessions.

**Section C.** The supervisor will ensure that each employee is apprised of the identity of his/her first and second level supervisors.

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

**Section E.** In accordance with mission requirements, budget, and personnel ceiling requirements, the Employer will seek to provide upward mobility opportunities for employees to enhance their skills and advance in accordance with their abilities. Efforts by the Employer to better use the skills of Employees may include restructuring jobs where feasible.

## ARTICLE XV

### EMPLOYEE PERFORMANCE MANAGEMENT

**Section A –Evaluation of Employees' Performance.** The parties agree that supervisors will utilize the procedures set forth in this Article in administering the Civilian Performance Program set out in Air Force Instruction 36-1001, 25 July 1994, and any successor instruction. Supervisors shall apply performance standards in a fair, objective, and consistent manner so that an employee can reasonably be expected to attain the standard. Such standards, as applied, shall be measurable, realistic, and mutually understood.

**Section B –Training.** The parties will cooperate in developing a performance management training program for all employees and all supervisors of civilian employees. The Civilian Personnel Office, management officials, and Union representatives will jointly present training of up to three hours of instruction, to include but not limited to the following areas:

- (1) Requirements of AFI 36-1001 and this Article.
- (2) Joint supervisor/employee involvement in developing performance plans and elements.
- (3) Performance feedback requirements.
- (4) Identifying, documenting, and correcting performance deficiencies.

**Section C –Developing Performance Plans.**

(1) The supervisor will inform each employee of the performance requirements of the employee's position and will evaluate him/her continually to determine how well the requirements are met in terms of quality, quantity, and manner of performance.

(2) Performance requirements predicated on duties assigned and/or included in an official position description will be discussed with each employee when he/she is newly assigned to a position. New or revised performance requirements which are established as a result of changes in duties and responsibilities, technological changes, or performance criteria will be discussed with the affected employee(s) by the immediate supervisor.

(3) The supervisor will encourage the employee to provide inputs as to the content of the employee's work plan. The supervisor and the employee will jointly develop

performance elements and standards. Ultimately, however, the supervisor makes the final decision about which performance elements and standards to include in the plan.

(4) Performance elements and standards should be consistent with the employee's position description and address the primary duties and responsibilities associated with the position. If an employee's work plan contains provisions which are inconsistent with the applicable position description, the supervisor will take prompt action to revise either the work plan or the position description to eliminate the inconsistency.

**Section D – Periodic Performance Feedback.**

(1) Supervisors will provide each employee with written performance feedback three times each year:

(a) At the beginning of each new appraisal period or within 30 days after the assignment of a new employee.

(b) At least once during the appraisal period, no later than 1 January of each year.

(c) At the end of the appraisal period.

(2) The parties will cooperate in developing a standard performance feedback form to be used for this purpose. This form will be published as an SMC Form and will provide for signature by both the supervisor and the employee.

(3) All discussions regarding annual appraisals pursuant to this Article will be conducted on a one-on-one basis.

**Section E – Identifying Performance Deficiencies.**

(1) The supervisor will annotate, in accordance with Article XX of this Agreement, the Supervisor's Employee Work Folder, AF Form 971 and attachments, to reflect any discussions held with the employee which reflect either work performance above the level required or which indicate a need for improvement. These entries may be utilized for further performance discussions, documentation for annual performance rating and incentive award recognition. If an employee's performance is in need of improvement, the supervisor will advise him/her of his/her shortcomings, give him/her an opportunity to improve and assist him/her in meeting performance requirements. Prior to recording entries concerning performance on AF Form 971, the supervisor will discuss them with the employee. Employees will be given an opportunity to initial any favorable or unfavorable comments entered on Supervisor's Employee Work Folder. The

employee's initials indicate only that the employee is aware of each entry. The employee's initials do not indicate concurrence or nonconcurrence.

(2) The supervisor will work together with the employee in an attempt to resolve any performance problems which arise. The supervisor will inform the employee, in writing, of the critical element(s) for which performance is unacceptable, and what improvement is required to bring the employee's performance up to a fully successful level. If these problems are not resolved through discussions between the supervisor and the employee and it becomes necessary to issue a Performance Improvement Plan (PIP), the supervisor will coordinate the PIP with the Civilian Personnel Office. PIPs will be established for a minimum period of 90 days. The Civilian Personnel Office will notify the Union via E-mail before the PIP is issued to the employee. All proposed notices and letters issued to an employee which deal with marginal performance, denial of within-grade increases, and adverse performance ratings shall state that the employee may contact a Union representative regarding the notice or letter. If the Union becomes aware of a performance problem that requires management attention, the Union will consult with the Civilian Personnel Office to address the problem.

(3) When a determination has been made that an employee cannot perform satisfactorily in his/her current position, the Employer will not issue a notice of proposed removal before it has been determined the employee cannot be reassigned at his/her current grade or changed to a lower graded position for which he/she qualifies. Efforts to place the employee in another position will continue during the notice period.

#### **Section F -- Annual Performance Ratings.**

(1) As provided in AFI 36-1001, Tables 1.1-1.3, the rating official will have supervised the employee for at least 90 days before rendering a performance rating. Performance appraisals will be accomplished at least annually. The annual performance rating assigned to each employee will be given by the employee's supervisor of record for the rating period who is immediately responsible for the employee's work and who assigns, reviews, and evaluates the employee's work. When the rating official is unable to discharge these responsibilities, the reviewing official accomplishes them.

(2) Ratings will not conform to any predetermined statistical distribution but be based solely on employee's performance.

(3) The rating supervisor will review the appraisal with the second level supervisor for each employee prior to discussion of the rating with the employee.

(4) The supervisor will discuss the annual appraisal with the employee after it has been signed by the first and second level supervisors. The supervisor will discuss each

rating element in terms of employee's performance. The employee will sign the appraisal. The employee's signature indicates only that it has been discussed and shown to the employee. The supervisor will provide the employee with a copy of the appraisal.

(5) Completed employee appraisal forms and ratings will be maintained in the Civilian Personnel Office. These forms and ratings will not be released nor shown to anyone except as authorized by the Civilian Personnel Office on a need-to-know basis. In the event of a complaint, an employee's designated representative shall be provided a copy if authorized in writing by the employee.

**Section G -- Disputes Involving Performance Appraisals and Ratings.** Any dispute regarding a performance appraisal and rating, except one based on an allegation of discrimination, which involves a member of the bargaining unit may be resolved in accordance with the negotiated grievance procedure set forth in this Agreement.

**Section H -- Within-Grade Increases.** The supervisor will furnish the employee with a letter informing the employee of a decision to withhold a within-grade increase (WGI) at least 45 days before the WGI is scheduled to take effect. The employee or the Union may request reconsideration of this decision pursuant to AFI 36-1001, Chapter 10, within 10 workdays of receiving the decision letter.

**Section I -- Bargaining Completed.** This Article reflects the fact that the parties have negotiated the impact and implementation of AFI 36-1001.

**ARTICLE XVI**  
**PLACEMENT AND PROMOTION**

**Section A – Policy.** It is agreed that the Employer shall utilize, to the maximum extent possible, the skills and talents of its employees.

**Section B – Identification of Promotion Eligible.**

(1) The Civilian Personnel Officer will ensure that a list of all vacancies (to include Career Program vacancies) which are scheduled to be filled competitively are posted weekly on shared folders available to all employees on the SMC E-mail system. The vacancy will remain listed until filled. This procedure replaces the requirement for the Civilian Personnel Officer to publish individual vacancy announcements.

(2) Candidates will be identified for consideration for non-career program positions using the Promotion, Placement, and Referral System (PPRS). The Civilian Personnel Officer will ensure that each employee receives a copy of their employee career brief annually in the employee's birth month. The Employer encourages all employees to review and update their records to maximize their ability to compete. The Union agrees to assist employees, on their request, in accurately describing their employment history, experience, and qualifications for the purpose of updating their records.

(3) The Civilian Personnel Officer will refer a PPRS-generated list of the 10 best qualified candidates (up to 15 if there are ties) to the selecting official(s) for consideration. The promotion certificate will be an alphabetical listing of the names of the best qualified candidates who are within reach on the register.

**Section C – Merit Promotion.**

(1) **Area of consideration.** The minimum area of consideration is all activities in the local commuting area serviced by the Space and Missile Systems Center Civilian Personnel Office. Where a position has been upgraded due to job enlargement or accretion of duties, the minimum area of consideration will be all employees within the two-letter organization where the position is located. Except, however, where the position is functionally managed, the area of consideration will be all employees occupying positions under the particular functional manager (to include employees in that function matrixed to other organizations).

(a) Candidates eligible for competitive consideration for a bargaining unit position under the Space and Missile Systems Center Merit Promotion Plan shall be considered and interviewed prior to filling the vacancy.

(b) Concurrent consideration may be given to best qualified candidates outside the minimum area of consideration when necessary as determined by the Employer.

(2) *Employees with Grade Retention and Pay Retention Eligibility.* In filling vacant positions, employees eligible for *grade retention* in accordance with 5 C.F.R. § 536.103 and AFI 36-802, "Pay Setting," will be selected for positions at grades up to and including their retained grade. Any exception must be approved in writing by the SMC Commander, Executive Director, or the Vice Commander. Employees entitled to *pay retention* in accordance with AFI 36-802, "Pay Setting," will receive priority consideration for noncompetitive re-promotion before candidates referred through merit promotion. If such an employee is initially not selected but later referred on a promotion certificate, he/she will be selected. Reasons for non-selection of employees entitled to pay retention will be justified in writing and approved by the SMC Commander, Executive Director, or the Vice Commander.

(3) If an employee fails to receive proper consideration in a promotion action and the erroneous promotion is allowed to stand, the employee must be considered and interviewed for the next appropriate vacancy to make up for the consideration the employee lost.

(4) Prior to changing the Space and Missile Systems Center Merit Promotion Plan, the Employer will submit a draft of the revised plan to the Union for their review, comments, and recommendations. The Union shall be afforded the opportunity to negotiate on matters within the scope of negotiation prior to the issuance of any revision.

#### **Section D – Merit Promotion Plan.**

(1) The Space and Missile Systems Center Merit Promotion Plan covers all bargaining unit positions serviced by the Los Angeles AFB Civilian Personnel Office not covered by a career management program administered by HQ USAF.

(2) Employees encumbering formal trainee or apprentice-type positions are excluded from competing for promotion consideration up to and including the target grade of the program in which enrolled.

(3) Supervisors will inform employees referred for promotion consideration (whether or not selected) in writing of the final selection.

**Section E – Tests.**

(1) In-house personnel will be considered for trainee positions filled through merit promotion. For in-house placement actions, validated written tests may be used when authorized by Public Law, OPM, DOD, Air Force or AFMC regulations, instructions, or directives. Ranking factors for trainee positions will comprise supervisory appraisal, education, training, experience, awards, and tests when applicable. Selection procedures for trainee positions may include assessment techniques to evaluate candidates referred to Interview Panels.

(2) When an employee is required to take a mandatory written test, the Employer will inform him/her of his/her score prior to the establishment of a certificate.

(3) *Appointment of Contracting Officers.* Initial appointment of Contracting Officers shall be in accordance with the provisions of the Federal Acquisition Regulation pertaining to the selection and appointment of Contracting Officers.

(4) *Contracting Officer Proficiency.* Contracting Officer Warrants will be based on justification of need, supervisory evaluation of job performance and review of contracts or dealings with the Contracting Officer. Retention of warrants by bargaining unit members will not be based on proficiency reviews in the form of written and oral tests.

## ARTICLE XVII

### DETAILS AND TEMPORARY PROMOTIONS

**Section A.** A detail is the temporary assignment of an employee to a different position or set of duties for a specified period of time. There is no formal position change; officially, the employee continues to hold the position from which detailed and keeps the same status and pay.

**Section B.** No employee may be detailed to an unestablished position.

**Section C— Credit for Details.**

(1) Details of thirty (30) days or less at the same or lower grade will be documented on the Supervisor's Employee Brief, AF Form 971. Employees should also record this experience on an SF-172, Amendment to Application for Federal Employment, and submit the form to their Civilian Personnel Office for inclusion in his/her Official Personnel File.

(2) Details in excess of thirty (30) days (where the employee is not qualified for a temporary promotion) to a higher grade will be recorded on an appropriate SF-50. A copy will be furnished to the employee along with a description of the duties involved. A copy of each will be placed in the Official Personnel File. Employees should also record the experience on a SF-172, Amendment to Application for Federal Employment and submit it to the Civilian Personnel Office for inclusion in his/her Official Personnel File.

**Section D.** Details may not be used for any employee within the first 90 days after a competitive appointment from an OPM Register, except for an emergency.

**Section E.** The Employer will consider the role of those employees serving as union officers in deciding whether or not to detail such individuals.

**Section F.**

(1) The Employer shall not require employees to perform the duties of those positions to which detailed, without complying with the provisions outlined in Sections C above within a reasonable period of time after the detail has been effected.

(2) If an employee is required to perform duties outside his or her normal position description without being properly detailed, the Employer shall take this into consideration when deciding to rate the employee on the basis of the outside duties.

**Section G.** Fully qualified employees required to perform in a higher grade established position for more than 30 days will be given a temporary promotion. The supervisor shall take action to initiate the temporary promotion as soon as it becomes apparent that the detail will exceed 30 days.

**Section H – Temporary Promotions.**

(1) Where several employees reporting to the same supervisor are qualified to perform certain duties, temporary promotion of qualified employees for periods up to 120 days shall be rotated equitably unless the temporary promotion is competed.

(2) Temporary promotions in excess of 120 days shall be filled through competitive procedures.

## ARTICLE XVIII

### POSITION DESCRIPTION AND CLASSIFICATION

**Section A.** The purpose of a position description is to describe, for pay and classification, the major duties and skills required of a position. A position description may not list every duty an employee may be assigned but is to reflect the major duties and responsibilities that are controlling of a position's series and grade. When the term "performs other duties as assigned" or other related duties is used in a position description, the term means tasks which are related to the position and are of an incidental nature. However, if it is determined necessary, duties may be assigned which are not specifically spelled out in the position description.

**Section B.** An employee who believes that his or her position description has been improperly written will first consult with his or her supervisor regarding the matter. An employee may also discuss the matter with a classification specialist in the Civilian Personnel Office for further clarification. An employee may request a desk audit as part of the effort to resolve the matter informally. If the matter remains unresolved, the employee may request, and will receive, copies of the classification standards and guidelines.

**Section C.** An employee who believes that the pay system, series, or grade of his or her position has been improperly classified will first consult with his or her supervisor for information as to the basis for the classification of his or her position. If an employee remains dissatisfied with the explanation received, the supervisor may request consultation between a classification specialist in the Civilian Personnel Office, the employee, and the supervisor, in an effort to resolve the employee's dissatisfaction informally.

**Section D.** In the event an employee's dissatisfaction concerning classification of his or her position cannot be resolved informally, he or she may file a position classification appeal in accordance with Department of Defense (DOD) and/or Office of Personnel Management (OPM) procedures and any other governing laws and regulations. Upon written request, the Employer will provide to an employee all relevant documents pertaining to the classification of the position, including an evaluation statement and written instructions for filing a classification appeal.

**Section E.** When a change to lower grade is effected based on a classification or job-grading determination, an employee is entitled to grade and pay retention. If the employee disagrees with the classification decision in question, the employee may appeal the classification action under DOD or OPM procedures. Employees who appeal to DOD,

may thereafter appeal a decision with which they are dissatisfied to OPM. If an employee elects, however, to appeal directly to OPM, that election precludes a subsequent appeal to DOD.

**Section F.** An employee may consult with a Union representative, classification specialist, or a personal representative of his/her choosing at any stage of a classification dispute.

**Section G.** The Employer agrees to furnish the Union, for review and comment, all proposed new or changed classification standards which are referred by higher headquarters to SMC for comment. The Employer agrees to forward any Union comments to higher headquarters. The Employer will provide the Union copies of newly issued classification standards. In the event that the Chief of Classification, 61 MSS/DPCC, becomes aware of any draft classification standards being prepared in functional channels, the Employer will furnish a copy of that draft to the Union for review and comment.

**ARTICLE XIX**  
**REDUCTION-IN-FORCE**

**Section A.** Whenever possible, the Employer agrees to provide the Union 45 days advance notification of an anticipated Reduction-in-Force (RIF).

**Section B.** The Union may nominate two (2) members to serve as RIF representatives in RIF actions affecting Unit employees. Individual counseling sessions with Unit employees may be attended by a RIF representative or another member designated by the Union.

(1) The Employer will provide training for the two designated Union RIF representatives on RIF actions which affect members of the Unit.

(2) When the Employer has completed planning for the RIF cycle, but prior to distribution of the RIF letters to the affected employees, the designated RIF representatives will be briefed on the actions which directly affects members of the Unit. The RIF representatives will be advised, in writing, the reason(s) for conducting a RIF.

**Section C.** When a RIF notice is issued, the Union will be given an opportunity to review the RIF letter and any RIF documents effecting the action prior to distribution to affected members of the Unit. The Union's review of the RIF letter is not intended to delay the Employer from proceeding with the reduction-in-force. The Union agrees to complete its review of proposed RIF letters within five (5) working days. If Union inputs are not received within this five-day period, the Employer may issue the RIF letter.

**Section D.** All Unit employees affected by a RIF shall be given at least thirty (30) calendar days written notice prior to the Employer effecting the action.

## ARTICLE XX

### SUPERVISOR'S EMPLOYEE WORK FOLDER

**Section A.** The Supervisor's Employee Work Folder (AF Form 971 and attachments thereto) are the supervisor's personal and confidential record. Access to this record will be restricted to the immediate supervisor, employee, and other representatives of the Employer or Employee with an official "need-to-know." Upon the employee's written request, his/her authorized representative may obtain a copy of the AF Form 971 and its attachments. The supervisor will furnish a complete copy of the AF Form 971 record within two (2) work days of receiving the employee's written request. Where access to the Supervisor's Employee Work Folder is requested in connection with an adverse personnel action and that record is not produced within two (2) work days, the Employer will extend the employee's time to respond on a day-for-day basis.

**Section B.** The supervisor may use the Employee Work Folder to record information concerning employee performance, conduct, administrative matters, training, and a description of any pertinent discussions with the employee. With respect to any adverse information, the supervisor shall give the employee the opportunity to comment or disagree before documentation is inserted in the Employee Work Folder. Where the supervisor, higher authority, or third party review determines that the adverse information is unsubstantiated, the supervisor will remove the information from the Employee Work Folder. The supervisor shall discuss any entries containing adverse information with the employee and request the employee to initial such entries. The employee's initials reflect only that the employee is aware of the substance of the entry, not that the employee concurs or nonconcurs with the substance of the entry.

**Section C.** Where a supervisor has counseled an employee regarding a performance or conduct problem, whether orally or in writing, and no further adverse information has been entered in the Employee Work Folder for a period of one year, the employee may request that the documentation regarding the initial counseling be removed. Such requests shall be approved, except that the employee may make only one such request in any three-year period. This provision does not apply to matters which are purely administrative in nature or performance improvement plans, leave procedure letters, drug and alcohol abuse referrals, and entries involving violations of Air Force EEO policy.

**Section D.** Oral admonishments and/or letters of reprimand will be maintained in the Supervisor's Employee Work Folder for 24 months from the date entered. In the event a disciplinary action is deemed unfounded in any mediation or third party proceeding, the supervisor will expeditiously purge the entry from the Employee Work Folder. The employee and/or the employee's representative shall have the right to review the

Supervisor's Employee Work Folder to ensure that the provisions of this section have been complied with.

**Section E.** Supervisors will counsel their employees in a consistent, fair, and constructive manner with a view toward encouraging the employee to improve his/her performance and/or conduct. Counseling is not disciplinary in nature.

**Section F.** Where a supervisor retains information in contravention of this Article, the entry may not be used as a basis for supporting any adverse personnel action.

**Section G.** The Employer will maintain employee official personnel records in accordance with law and regulation.

**Section H.** Prior to transferring the Supervisor's Employee Work Folder to a gaining supervisor, the outgoing supervisor will afford the employee the opportunity to review the work folder. Upon written request, the employee shall be provided with a copy of the work folder before it is transferred to the new supervisor.

**Section I.** Nothing in this Article shall be construed as precluding a supervisor from removing an entry from the Employee Work Folder early where he or she has the discretion to do so.

**ARTICLE XXI**

**VOLUNTARY SEPARATIONS**

Where a bargaining unit employee has submitted a voluntary resignation, the Civilian Personnel Office will encourage the employee to consult with the Union prior to finalizing the resignation. The purpose of this referral is to ensure that the employee understands his/her rights, entitlements, and obligations, and to preclude problems.

**ARTICLE XXII**

**CONTRACTING-OUT**

The Employer shall afford the Union the opportunity to negotiate on negotiable matters prior to any contracting-out actions in the Unit which will displace any member of the Bargaining Unit.

## ARTICLE XXII

### INJURY COMPENSATION

**Section A.** Employees have the responsibility of informing their supervisors immediately of all injuries or illnesses which occur on the job, no matter how slight. Supervisors are responsible for counseling employees to report such injuries and illnesses, and for prompt completion of required compensation forms.

**Section B.** When the supervisor is made aware that an employee has suffered work-related injuries or illnesses, the supervisor will assist the employee in obtaining and filling out the forms necessary to initiate a worker's compensation claim. In addition, the supervisor will refer the employee to the Civilian Personnel Office for counseling on the procedures for filing injury reports and claims for benefits under the provisions of the Federal Employees' Compensation Act. This counseling will include information pertaining to the types of benefits available to the employee. The supervisor will complete any required reports on such claims and expeditiously forward them to the Civilian Personnel Office for transmittal to Office of Workers' Compensation Programs in accordance with applicable law.

**Section C.** Supervisors and Union representatives will promptly advise each other of on-the-job injuries incurred by members of the Bargaining Unit.

**Section D.** The Employer shall make arrangements for transportation, when requested, for an employee incapacitated because of a work related injury or illness, to a medical facility. Charges for such transportation shall be directed to the proper party.

**Section E.** All forms shall be completed by the injured employee and the supervisor in a timely manner. The Civilian Personnel Office will advise the Union of any problems regarding the completion of forms, regulations and procedures involving work related injury or illness of a Unit member.

**Section F.** An injured employee may obtain copies of all documents related to on-the-job injury or illness retained in the Civilian Personnel Office injury files. Exceptions to release of documents shall be decided on a case-by-case basis.

ARTICLE XXIV

DISCIPLINARY AND ADVERSE ACTIONS

Section A – Definitions.

(1) *Adverse Action.* An adverse action is defined as a removal, suspension, furlough for 30 days or less, or reduction in grade or pay.

(2) *Disciplinary Action.* A disciplinary action is defined as including oral admonishments, reprimands, suspensions, removals, and, in some cases, reductions in grade or pay.

(3) *Oral Admonishment.* An oral admonishment is used to correct misconduct or delinquency or to motivate employees to improve their work habits, work methods or behavior. An oral admonishment is the least severe informal disciplinary measure.

(4) *Reprimand.* A reprimand is used to correct significant misconduct or delinquency and repeated lesser offenses. It is a severe disciplinary action that should be adequate for many disciplinary situations which require an action more severe than an oral admonishment. It is the least severe formal penalty and shall remain in the employee's official personnel file for a period of 24 months from the date of the reprimand.

(5) *Suspension.* It is a severe disciplinary action. It prevents an employee from performing work and denies salary for the suspension period. A suspension is reflected on a Standard Form 50 and remains a permanent part of the employee's Official Personnel File.

Section B. When a suspension or removal is considered warranted, the supervisor shall deliver a proposed written notification to the employee. Notices of proposed suspension or removal shall advise the employee of his/her right to be represented by the Union. If the employee informs the Employer in writing that he/she elects to be represented by the Union, the Employer shall provide to the Union a copy of all correspondence addressed to the employee at the same time as it is provided to the employee and transmitted in the same manner. For example, if the proposed written notification or decision is hand-delivered to the employee, the Union representative shall be served with his/her copy in the same manner. The employee and representative shall be given an opportunity to review and obtain copies of all documents/information/material used as a basis for issuance of the action. The period for providing a response to the proposed action shall

not commence until the Employer has provided to the employee and his/her representative all material used as a basis for the issuance of the action.

**Section C:** Advance written notice will be given for proposed suspension and removal actions.

(1) For suspensions of fourteen (14) days or less, the employee shall be given at least 10 workdays, following the receipt of the material used to support the notice of proposed suspension, to provide a response to the notice of proposed suspension;

(2) For suspensions of more than fourteen (14) days or removals, the employee shall be given at least 10 workdays, following the receipt of the material used to support the proposed action, to provide a response to the notice of proposed suspension or removal (adverse actions). In no event will a decision be made by the Employer to take an adverse action against the employee earlier than 30 days following the employee's receipt of the notice of proposed action.

**Section D.** When a reprimand is considered warranted, a proposed written notification shall be delivered to the employee. The employee shall be given at least 10 workdays, following the receipt of the material used to support the notice of proposed reprimand, to provide a response to the notice of proposed reprimand.

**Section E.** An employee may either appeal an adverse action through the statutory appellate procedures or the negotiated grievance procedure, but not both. The Union shall determine which cases are referred to arbitration.

**Section F.** When the employee does not elect to have Union representation, the Union will be permitted to have an observer present at the hearing without charge to leave. If the employee objects to the presence of a Union representative, the Administrative Judge will decide the issue.

**Section G.** An employee who is dissatisfied with the Employer's decision to effect a disciplinary action, which includes a reprimand or a suspension of fourteen (14) days or less, may grieve the decision in accordance with the provisions of the negotiated grievance procedure.

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

**Section I.** When the Employer conducts a non-formal, investigatory interview, the employee being interviewed is entitled, upon the employee's request, to the presence of a Union representative, if the employee has reasonable grounds to believe that the interview

may result in disciplinary action against him or her. This provision shall not apply to investigatory interviews concerning accidents conducted by the Employer's safety inspectors, or investigatory interviews concerning criminal cases conducted by the Employer's representative.

**ARTICLE XXV**  
**GRIEVANCE PROCEDURES**

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

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

**Section C.** A grievance is defined to be any dispute or complaint between the Employer and the Union or an employee or employees covered by this Agreement which may pertain to any of the following:

- (1) Any matter involving interpretation, application, or violation of this Agreement, and
- (2) Any matter involving working conditions, interpretation and application of agency policies, regulations, and practices not specifically covered by this Agreement.

Except as provided for in Article XIII, Section J, and Article XXIV, Section E, the sole exclusion in this grievance procedure shall be those matters subject to statutory appeal procedures.

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

- (1) Representative appointed by the Union.
- (2) Representative approved by the Union.

**Section E.** The Employer agrees to obtain any agency decision on the grievability or arbitrability of a grievance prior to the start of the time limit for the written answer in Step 3 of this procedure. Any rejection of a grievance on the grounds that it is not a matter subject to this grievance procedure, or is not subject to arbitration shall be executed at Step 3 of the grievance procedure. Such rejection shall be served upon the Union in writing and, if alleged to be subject to statutory appeal procedures, shall state it is the final rejection of the matter. Disputes of grievability or arbitrability shall be

referred to an arbitrator as a threshold-issue in the related grievance. The arbitrator's fee and expense shall be borne equally by the Employer and the Union.

#### Section F.

(1) Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made to settle grievances at the lowest possible level. The filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his/her performance, or his/her loyalty or desirability to the organization.

(2) The Civilian Personnel Office will establish and maintain a grievance file when a written grievance has been submitted. This file will contain all documents pertinent to the case, such as a memorandum explaining the informal resolution attempted, signed by the official who considered the matter, and any material relied on to support the action. The party initiating any documentation relating to the grievance is responsible for providing a copy for the file.

(3) Reasonable time during working hours will be allowed for an employee and his/her designated representative, if otherwise in a duty status, to discuss, prepare for, and present grievances. They will be permitted to review and obtain copies, upon written request, of any material relied on to support the action.

#### Section G – Grievance Step 1.

(1) A grievance so identified by the employee shall first be addressed orally by the concerned employee and/or the Union representative with the second level supervisor or, in the case of a disciplinary action, the deciding official in an attempt to settle the matter. Grievances must be presented within fifteen (15) workdays from the date the employee or the Union becomes aware of the grievance. An extension of time not to exceed ten (10) additional workdays will be granted for extenuating circumstances. Extensions must be requested and confirmed in writing and contain specific reasons for the request. If an employee presents a grievance directly to the Employer for adjustment consistent with the terms of this Agreement, the Union shall have an observer present on official time. The supervisor will render his/her decision not later than five (5) workdays after presentation of the grievance. The decision shall be in writing with issues and corrective action sought clearly described.

(2) If the matter is not resolved by the procedures delineated in Section G(1), the Employer and the Union will confer to determine whether the grievance is one which can be mediated.

**Section H –Grievance Step 2.**

(1)If the matter is not satisfactorily settled following the initial discussion, the Union may, within five (5) workdays, submit the grievance in writing on a standard grievance form to the Two-Letter Chief. Stated on or attached to the document shall be:

- (a) Name or names of grievant.
- (b) Specific Article(s) and Section(s) of the agreement alleged to have been violated, date of the violation, or date individual became aware of it.
- (c) Remedy requested.
- (d) Grievant representative's name and signature.

(2)The Two-Letter Chief will meet with the employee(s) and his/her Union representative within five (5) workdays after receiving the formal grievance. The Two-Letter Chief will render a decision in writing to the Union within eight (8) workdays after meeting.

**Section I –Grievance Step 3.** If the grievance is not settled under Section H, then the Union may, within five (5) workdays, forward the grievance directly to the Space and Missile Systems Center Commander for further consideration. The Commander shall review the grievance, consult with the parties and render his/her written decision within ten (10) workdays after receipt of grievance.

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

**Section K.** The Union President may submit grievances in writing directly to the Space and Missile Systems Center Commander with respect to issues of broad general application to all employees or formal disciplinary actions against individual employees. Grievances must be presented within fifteen ( 15) workdays from the date the employee or the Union becomes aware of the grievance. An extension of time not to exceed ten (10) additional workdays will be granted for extenuating circumstances. Extensions must be requested and confirmed in writing and contain specific reasons for the request. The Commander may, after inquiry with the Two-Letter Chief concerned and receipt of appropriate staff advice, meet and confer with the Union President in an attempt to resolve the issue. The SMC Comanader will provide a written answer within 15 workdays after receipt of the grievance. If the grievance is not settled by this method, the Union may refer this matter to arbitration. Nothing herein will preclude either party from

attempting to settle such grievance informally, by mediation or otherwise, at the appropriate level.

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

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

## ARTICLE XXVI

### ARBITRATION

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

**Section B.** Within five (5) workdays from the date of the request for arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) to provide a list of seven impartial persons qualified to act as arbitrators. In the event the parties agree on arbitration, however, but cannot mutually agree on the source for an arbitrator, the parties shall draw lots to determine whether the source shall be FMCS or the AAA. The parties shall meet within three (3) workdays after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of seven and will then repeat this procedure. The remaining person shall be the duly selected arbitrator.

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

- (1) Either party refuses to participate in the selection of an arbitrator.
- (2) Upon inaction or undue delay on the part of either party.

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

**Section E.** The arbitration fee and the expenses of the arbitration shall be borne equally by the Employer and the Union. However, in no event will an amount for per diem and transportation be greater than that permitted under the Joint Travel Regulations. The arbitration hearing will be held on the Employer's premises during the basic work week. All participants in the hearing shall be on duty status.

**Section F.** The arbitrator will be requested to render this decision as quickly as possible, but in any event not later than 30 days after the conclusion of the hearing unless the parties mutually agree to extend the time limit. Copies of the decision will be furnished to both parties.

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

## ARTICLE XXVII

### DUES WITHHOLDING

**Section A.** Payroll allotments for collection of dues shall be made in accordance with the provisions of this Article. The Employer shall deduct union dues from the pay of all eligible employees who voluntarily authorize such deductions and are in the Unit for which the Union holds exclusive recognition, in accordance with the provisions set forth herein.

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

(1) The employee either is a member in good standing of the Union or has signed up for membership subject to the payment of his first month's dues through voluntary allotment as provided herein.

(2) The employee's earnings are regularly sufficient to cover the amount of the allotment.

(3) The employee has voluntarily authorized such a deduction on Standard Form 1187 supplied by the Union. Members complete Section B of the SF 1187 before return to the Union.

(4) The Union, through its authorized official, has completed and signed Section A of such form.

(5) Such completed form has been transmitted promptly by the Union to the Defense Finance and Accounting Service.

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

**Section D.** Deduction of dues shall begin with the first pay period which occurs after receipt of SF 1187 by Accounting and Finance Office; however, such forms must be

received by the Payroll Office three (3) workdays prior to the beginning of the payroll period.

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

**Section F.** Any such change in the amount of any employee's regular dues, with resultant change in the amount of the allotment of such employee per bi-weekly pay period, shall become effective with the deduction allotment made on the first pay period after transmittal of the notice, via the Union, provided such notice of change is received by the Payroll Office three (3) workdays 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.

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

- (1) The Agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DOD.
- (2) Loss of exclusive recognition by the Union.
- (3) Reassignment, promotion or other personnel action (except temporary detail) whereby the employee becomes employed outside the Unit.
- (4) Separation of the employee for any reasons including resignation, transfer, death, or retirement.
- (5) 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.

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

**Section I.** Members of the Union who are in the exclusive Bargaining Unit and who have voluntarily authorized union dues withholding may cancel payroll deductions of those dues by executing a SF 1188, Cancellation of Payroll Deductions for Labor Organization Dues, and submitting the SF 1188 to DFAS. The SF 1188 will not be processed until the anniversary month is verified by the Union or DFAS. The Labor organization copy will be immediately forwarded to the local. Request for revocation of dues cannot be made effective until the pay period following the one (1) year anniversary date of the payroll period the first deduction was taken out and the date will be the same each year. Employees may obtain SF 1188 forms from the Union or in DFAS.

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

(1) A list in duplicate which shall contain the name and social security number of each employee member of the Union on voluntary allotment, and the amount of the allotment deduction made for each such employee member. The list also shall include the names of those employees for whom allotments have been permanently or temporarily stopped during the last pay period and the reason therefore.

(2) DFAS shall issue a check, drawn on the Treasury of the United States and made payable to the AFGE Fiduciary Account, Local 2429, Account No. 432 8024500, Great Western Bank, 550 North Sepulveda Boulevard., El Segundo, California 90245, in an amount equal to the grand total of all such monetary allotment deductions.

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

**ARTICLE XXVIII**

**WAIVER OF CONDITIONS**

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

**ARTICLE XXIX**

**ALCOHOLISM AND DRUG ABUSE**

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

**Section B.** Any employee with an identified substance abuse problem who participates in the Drug and Alcohol Abuse Control Program will be entitled to all of the rights, benefits, specific services and assistance which this program provides. The Union's primary focus is limited to instances where alcoholism or drug abuse problems cause poor work performance, behavior, and attendance.

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

**Section D.** The Union will have a member of the Bargaining Unit on any Los Angeles Air Force Base Drug and Alcohol Abuse Control committee established by the Commander, 61st Air Base Group, to assess drug/alcohol abuse trends and to coordinate and monitor the activities of the individual organizations and staff agencies having responsibilities in drug and alcohol abuse control.

**Section E.** A supervisor must –

(1) Be alert, through continuing observation, to deteriorating changes in the work or behavior of assigned employees.

(2) Document specific instances when an employee's work performance, behavior, or attendance fails to meet minimum standards.

(3) After consulting with an employee relations specialist in the Civilian Personnel Office, interview the employee to discuss sub-standard work performance and/or misconduct.

(a) The focus of corrective interviews is restricted to the issues of job performance, attendance or conduct. Opinions or judgments on alcoholism or other drug use are prohibited.

(b) The employee shall be afforded the right to have appropriate representation present if the employee so desires.

(4) Where, following this interview, the supervisor believes that a substance abuse problem exists, the supervisor will refer the employee to the Chief, Mental Health, 61st Medical Squadron in accordance with the Air Force Alcohol and Drug Abuse Program. The supervisor will also encourage the employee to seek assistance from the Union in addressing these problems. The supervisor will not attempt to diagnose the employee or draw conclusions.

**Section F.** Retention and promotion of civilian personnel will not be jeopardized by voluntary or referred requests for counseling or assistance for rehabilitation in regard to personal use of drugs or alcohol except as provided in the program.

**Section G.** Records of identity, diagnosis, prognosis, or treatment of any civilian employee which are maintained in connection with the drug and alcohol abuse program are privileged information and, without the employee's written consent, may be disclosed only as provided by law or regulation.

**Section H.** Nothing in this Article shall preclude the Employer from taking disciplinary action against an employee for the transfer or sale of drugs, or other drug-related offenses.

**ARTICLE XXX**  
**COMMITTEES**

The parties agree that the functions of any committees cited below are delineated in the appropriate Air Force instructions. The Union will nominate one primary and one alternate representative to each of the designated Los Angeles Air Force Base Committees. The Union representative will share equally with other members the rights and responsibilities delegated committee members:

- (1) Health and Safety
- (2) Drug and Alcohol Abuse
- (3) Equal Employment Opportunity
- (4) Incentive Awards
- (5) Honorary Awards

**ARTICLE XXXI**

**MISCELLANEOUS**

The Employer agrees to allow the Union to utilize internal mail delivery and E-mail service for the purpose of communicating with the Employer on Union-Employer matters. The Employer agrees to furnish the Union with a lockable mail box which can be utilized for the delivery of internal mail.

**ARTICLE XXXII**

**RESEARCH PROGRAMS AND DEMONSTRATION PROJECTS**

The Employer agrees not to implement a research or demonstration project affecting the working conditions of Unit employees without affording the Union an opportunity to negotiate on all negotiable matters.

## **ARTICLE XXXIII**

### **WRITTEN SURVEYS AND QUESTIONNAIRES**

The Employer will not communicate in writing directly with Bargaining Unit employees through surveys and questionnaires regarding changes to conditions of employment without prior notification to the Union and afford the Union the opportunity to bargain on all negotiable matters. This includes all written questionnaires and surveys from all other agencies. Nothing in this section precludes the Union from exercising its right to bargain over conditions of employment under the Statute.

## ARTICLE XXXIV

### STRIKES AND INFORMATIONAL PICKETING

**Section A.** Section 7311 of Title 5, United States Code, prohibits a Federal employee from striking. Violation of the law is punishable, under 18 U.S.C. § 1918, by a fine of not more than \$1,000 or imprisonment for a year and a day, or both.

**Section B.** Every Federal employee executes appointment affidavits (SF 61) as a condition of his/her appointment that he/she is not participating in any strike against the Government and that he/she will not so participate while an employee of the Government. *See* 5 U.S.C. § 3333.

**Section C.** The Union agrees not to engage in any strike, work stoppage, sick out or slowdowns. Further the Union will not, in accordance with the Federal Service Labor-Management Relations Statute, condone any such activities.

**Section D.** Informational picketing as authorized by law shall be conducted in accordance with the statute. The Union agrees to give the Employer (the Labor Relations Officer) two (2) working days advance notice before engaging in any informational picketing. Such picketing will not disrupt the operations of the activity.

**ARTICLE XXXV**

**OFFICIAL TIME**

**Section A – Union Support for Bargaining Unit Employees.**

(1) The parties have a strong mutual interest in maximizing the support and assistance which the Union provides to Bargaining Unit employees. To facilitate the Union's efforts to provide such assistance in a timely manner, the Employer agrees –

(a) To provide a full-time manpower authorization for the President, AFGE Local 2429. This position will be in the grade, series, and title occupied by the Union President at the time of election. It is the expectation of the parties that the Union President will, during the normal 40-hour work week, provide representation for individual SMC employees and represent the Union in any negotiations with the Employer and serve as Co-Chair of the SMC/AFGE Partnership Council. The Union President may not claim overtime compensation in connection with this position. In the event an incumbent Union President resigns or is replaced in the course of Union elections, the incumbent will be reassigned to an equivalent permanent full-time position. An employee will not be subjected to RIF action as a result of being displaced as Union President. The provisions of this paragraph apply only where the Union President is and remains at all times a full-time SMC civilian employee.

(b) To provide a second full-time manpower authorization for a Union officer or representative designated in writing by the Union. This position will be at the grade occupied by the Union officer or representative in question at the time nominated by the Union. This individual will provide administrative support to the Union. It is the expectation of the parties that this Union officer or representative will also provide representation for individual SMC employees and assist in representing the Union in any negotiations with the Employer. This individual may not claim overtime compensation in connection with Union duties. In the event the incumbent Union officer or representative occupying this position resigns or is replaced by the Union, the incumbent will be reassigned to an equivalent permanent full-time position. An employee will not be subjected to RIF action as a result of being displaced from this Union position. The provisions of this paragraph apply only where the Union officer or representative is and remains at all times a full-time SMC civilian employee. This authorization/position will be filled by one individual and shall not be divided.

(c) The additional positions provided in subparagraphs (1)(a)&(b) of this section will be assigned, for administrative purposes only, to the losing organization(s) at the time of the election. Because these two additional authorizations are provided by the SMC Commander, the losing organization(s)' authorizations will not suffer any negative

impact, and the losing organization may back-fill its vacant position. While these Union officers or representatives occupy the positions provided under subparagraph (1)(a)&(b) of this section, they will not, in accordance with 5 C.F.R. § 430.208(g), receive an annual appraisal rating or be eligible for a cash award. In the event of a reduction-in-force, service as a Union officer or representative will be deemed fully successful.

(d)Not to require a specific accounting of the utilization of official time by the individuals filling those positions furnished in accordance with subparagraphs (1)(a)&(b) of this section.

(2)In consideration of the Employer's agreement to allocate two (2) manpower authorizations to facilitate Union support for bargaining unit employees, the Union agrees –

(a)To establish and post scheduled office hours for the Union office. This schedule will provide for the Union office to be open a minimum of five (5) hours a day, five (5) days a week.

(b)To be available to consult with bargaining unit members on an appointment basis during posted office hours five (5) days a week, except in the event of leave, negotiations in progress, or emergencies.

(c)To ensure that, during scheduled office hours, Union representatives can be reached personally by phone.

#### **Section B – Representational Duties.**

(1)This section applies to the performance of representational duties performed by Union officers or representatives other than those Union officers or representatives filling positions identified in Section A of this Article.

(2)The parties agree that the Union will, in the first instance, utilize Union officers or representatives filling positions identified in Section A of this Article to represent Bargaining Unit employees. Where such Union officers or representatives are unable, in a particular case, to represent an employee, the Union President will furnish the Labor Relations Officer with a written statement indicating why such representation cannot be provided.

(3)Before Union representatives other than those identified in Section A commence performing representational duties, the Union representative shall request official time in writing from his/her supervisor. This request shall contain sufficient information to permit the supervisor to determine:

(a) Whether the proposed representational duty is covered under the Federal Service Labor-Management Relations Statute.

(b) Whether the date and the total amount of time requested is reasonable. In those cases where the Union representative must attend a formal meeting called by the Employer on short notice, the request for official time may be verbal, but must be followed by a written request following the meeting. If the supervisor cannot excuse the Union representative at the requested time, the supervisor and the Union representative will agree on an alternate time, based on the affected employee's urgency.

(c) Where official time is requested to represent a Bargaining Unit member in a specific proceeding, such as proceedings held by arbitrators, MSPB, EEOC, DOD/CPMS-OCI, and FLRA, such requests will be made in writing. Management will approve or disapprove in writing all requests for official time as expeditiously as possible, normally within two (2) workdays.

**Section C – Official Time for Negotiations.**

(1) Official time for negotiations will be granted unless the Union representative requesting official time for negotiations is essential in accomplishing the Employer's work, and such work cannot be accomplished by other employees.

(2) Dates and times for negotiations, as well as permission for official time for Union representatives on the negotiating team, will be coordinated between the Union representatives and their respective supervisors as much in advance as possible.

(3) The participation of Union officers in activities of the SMC/AFGE Partnership Council shall be considered official time.

## ARTICLE XXXVI

### DURATION OF AGREEMENT

**Section A.** This Agreement shall become effective upon the written concurrence of both parties and approval by the Defense Civilian Personnel Management Service (DCPMS) in accordance with DOD 1400.25-M. This Agreement shall remain in effect for five (5) years from the date of approval by DCPMS. Thereafter, it shall remain in effect for successive periods of one year, unless either party shall give to the other party a written request to renegotiate this Agreement, in whole or in part, not more than 90 days and not less than 60 days prior to the expiration date of this Agreement. The present Agreement will remain in full force and effect during the negotiation of said Agreement and until such time as a new Agreement is approved.

**Section B.** During the duration of this Agreement, either party may notify the other in writing of its desire to negotiate supplemental agreements. Supplements will be limited to changes in applicable laws and regulations from higher authority which could affect Bargaining Unit employees, including court decisions and decisions of the Federal Labor Relations Authority, and the Federal Service Impasses Panel. Any supplements will remain in effect in accordance with the provisions of this Article.

**AUTHENTICATION**

This Agreement was negotiated, with extensive management involvement, under the auspices of the SMC/AFGE Partnership Council. MUTUALLY AGREED this 19th day of April 1996, subject to the approval of the Defense Civilian Personnel Management Service and the SMC Commander.

FOR AFGE LOCAL 2429

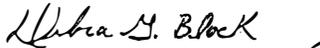
  
GLORIA J. HEWETT  
President, Local 2429  
AFGE Co-Chairperson

FOR SPACE AND MISSILE SYSTEMS CENTER

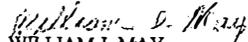
  
LESTER L. LYLES  
Lieutenant General, USAF  
Commander  
Dated: 02 MAY 1996

  
VALERIE A. TAYLOR  
Executive Vice President

  
OGE, GS-15 DAFC  
SMC Co-Chairperson

  
DEBRA G. BLOCK  
Executive Vice President-Membership

  
GILBERT L. PERRY, Colonel (Sel),  
Management Member

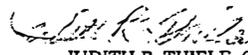
  
WILLIAM J. MAY  
Vice President-DFAS

  
PATRICIA KIRK MCALPINE  
GM-15, DAFC, Management Member

  
JENNIFER L. GRIGSBY  
Secretary

  
CARL G. ADAMS, GM-15, DAFC  
Management Member

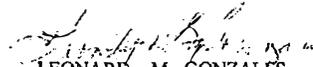
  
HERBERT C. RHAY, JR., CMSGT, USAF  
Management Member

  
JUDITH R. THIELE, GM-14,  
DAFC Civilian Personnel Officer,  
Advisor

  
JOSEPH A. ARRO O, GS-14, DAFC  
Legal Advisor

  
RONALD R. GUILLEN, GM-13, DAFC  
Advisor

  
BEVERLEY J. BATTS, GM-13, DAFC  
Labor Relations Officer, Advisor

  
LEONARD M. GONZALES  
GM-13, DAFC, Advisor

APPROVED BY THE DEPARTMENT OF DEFENSE on 23 April 1996 in accordance with the authority delegated by DoD 1400.25-M, Subchapter 71 I.



DEPARTMENT OF DEFENSE  
CIVILIAN PERSONNEL MANAGEMENT SERVICE  
1400 KEY BOULEVARD  
ARLINGTON, VA 22209-9144

APR 23 1996

MEMORANDUM FOR COMMANDER, SPACE AND MISSILE SYSTEMS CENTER,  
LOS ANGELES AIR FORCE BASE, CA, ATTN: MR. JON P.  
BRUINOOGUE, HQ SMC/IA, 2435 VELA WAY, SUITE 1218,  
LOS ANGELES AIR FORCE BASE, CALIFORNIA 90245-5500

SUBJECT: Negotiated Agreement Between the Space and Missile Systems Center and  
the American Federation of Government Employees, Local 2429

The subject agreement as forwarded by letter dated April 8, 1996, and revisions by  
letter dated April 19, 1996, has been reviewed pursuant to 5 U.S.C. 7114(c)(1) and is  
approved this date.

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

Copies of the approved agreement should be forwarded as follows:

- a. Work Force Appeals and Relations Division, AF POA/DPW, 5D323,  
Washington, DC 20330-1040 - two copies.
- b. Defense Civilian Personnel Management Service (DCPMS), Field  
Advisory Services Division, Labor Relations Branch, 1400 Key Boulevard, Suite B-200,  
Arlington, Virginia 22209-5144 - two copies.

This action is taken under the authority delegated by DoD 1400.25-M, Civilian  
Personnel Management (CPM) Manual, Subchapter 711, Labor Management Relations.  
This agreement is to be annotated to indicate: Approved by the Department of Defense  
on APR 23 1996

If there are any questions concerning this matter, you may contact Tim Curry at  
(703) 696-6301, press 3 for Labor Team, Ext. 407 or DSN 426-6301.

A copy of this letter has been served on the labor organization which is a party to this agreement by mail on APR 23 1996.

  
JOHN C. MOSELEY Chief, Field  
Advisory Services Division

Copy to:  
Ms. Gloria Hewett, President  
AFGE, Local 2429  
P.O. Box 1267  
Hawthorne, CA 90251

Ms. Judith R. Thiele  
Civilian Personnel Officer  
61 MSS/DPC  
Los Angeles AFB, CA 90245

Work Force Appeals and Relations  
Division AF POA/DPW, 5D323  
Washington, DC 20330-1040

OUSD (P&R)(CPP)(Tom Garnett)