



*Vandenberg  
Air Force Base  
California*

# MEMORANDUM OF AGREEMENT

*Local 3048*

*American Federation*

*Of Government*

*Employees (AFGE)*



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## ARTICLE 1

### PREAMBLE

This Memorandum of Agreement (hereinafter called Agreement) is agreed to and approved under and in consonance with Public Law 95-454, Civil Service Reform Act of 1978 (here- in after referred to as CSRA), Title VII, Federal Service Labor Management Relations, and in accordance with other governing regulations.

It sets forth common understandings and commitments between Vandenberg Air Force Base (here-in after called the Employer) and Local 3048 of the American Federation of Government Employees (here-in after called the Union).

Whereas the efficient advancement of mission objectives at Vandenberg Air Force Base is best promoted by mutual cooperation between the employer and employees, it is the intent and purpose of this Agreement to promote and improve effective and efficient management of all Air Force organizations assigned to or attached to the base; to establish a basic agreement with respect to conditions of employment affecting employees in the unit.

This Agreement and any such supplemental agreements as may be agreed upon from time to time will constitute the official Agreement between the parties. It shall be applied uniformly to all employees of the exclusively recognized unit.

## Article 2

### PARTIES AND UNIT

#### Section 1. Parties.

This Memorandum of Agreement is executed pursuant to the exclusive recognition granted Local No. 3048, of American Federation of Government Employees (hereinafter referred to as the Union), by the Commander, 4392 Aerospace Support Wing, Vandenberg Air Force Base, California (Hereinafter referred to as the Employer).

#### Section 2. Unit.

The unit to which this Agreement is applicable consists of all nonappropriated fund employees of Vandenberg Air Force Base, California, Department of the Air Force and serviced by the Vandenberg Air Force Base Civilian Personnel Office, excluding appropriated fund employees, management officials, employees performing Federal personnel work in other than a purely clerical capacity, confidential employees, and supervisors as defined in CSRA.

#### Section 3. Purpose.

The parties consent to enter into an agreement which will have for its purpose, among others, the following:



a. To advance labor-management cooperation.

b. To define the responsibilities of the parties, establish the framework with understanding and mutual respect, thereby contributing to the efficient operation of the facilities and in turn enhancing employee morale. It is therefore agreed that the parties will meet and confer at reasonable times with the objective of reaching agreement on the subjects appropriate for negotiation.

### ARTICLE 3

#### BASIC PROVISIONS

##### Section 1. Management Retained Rights.

The following provisions shall apply to this Agreement and all supplementing, implementing subsidiary, or informal agreements between the parties:

a. In the administration of all matters covered by the agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published agency policies and regulations in existence at the time the agreement was approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level;

b. Management officials of the agency retain the right in accordance with 5 USC 7106;

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

(2) In accordance with applicable laws, 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;

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

(4) With respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate source and to take whatever actions may be necessary to carry out the agency mission during emergencies.

## ARTICLE 4

### RIGHTS OF THE EMPLOYEES

#### Section 1. Basic Rights.

The parties agree that each employee shall have the right to form, join, or assist any labor organization, or to refrain from such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. In addition, this agreement does not preclude any employee, regardless of employee organization membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation or Air Force policy or from choosing his/her own representative in a grievance, except as provided in the Article pertaining to Negotiated Grievance Procedures.

#### Section 2. Membership.

Nothing in this 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 through payroll deductions. This does not preclude members from paying dues by cash payment or by other means.

#### Section 3. Employer/Employee Relations.

The terms of this agreement do not preclude any employee from bringing matters of personal concern to the attention of appropriate officials of the Employer in accordance with applicable laws and regulations.

## ARTICLE 5

### CONSULTATION AND NEGOTIATION

#### Section 1. Meet and Confer

The parties agree that in furtherance of the purposes of this agreement and their respective obligations under CSRA, as amended, the Employer shall meet and confer in good faith with the Union on all mandatory subjects of bargaining. Discussion also may take place on any matter of mutual concern which is agreeable to the parties.

#### Section 2. Policy Change.

The Employer agrees to refer any proposed changes in personnel policies, practices, programs, or procedures affecting the working conditions of unit employees to the Union a reasonable time prior to anticipated implementation. The Union agrees that it will respond as soon as practicable and if it does not respond within a reasonable time, the Employer will be free to proceed with implementation. Time limits may be extended upon request and mutual agreement of the parties. If the Union notifies the Employer within a reasonable time that it does not concur in the proposed change(s), the parties agree to meet promptly and bargain concerning the matter.

## ARTICLE 6

### LABOR-MANAGEMENT COOPERATION

#### Section 1. Listing.

a. The Employer will furnish the Union a list of the names, position titles, grades, and duty stations for all employees in the unit, on a request basis, not to exceed twice annually.

b. Upon request, but no more than twice annually, the Union will be given a list of names, position titles, grades, and duty stations of all employees appointed and separated during the preceding period. In addition, the nature of action of the separation or separations from the unit will be furnished, insofar as this information is not restricted by the Privacy Act of 1974.

#### Section 2. Labor-Management Committee.

a. The Employer and the Union agree to establish a joint Labor-Management committee. They will meet at the request of either party but not more than once a month at a convenient location agreed upon by the parties involved. Minutes and proceedings of the meetings shall be prepared and distributed by the Employer. If a meeting is desired, agenda items will be submitted by the requesting party five (5) working days in advance of each meeting.

b. Union and Employer representatives attending these meetings will be kept to a reasonable number consistent with the subjects to be discussed but not more than 4 for each party at a single meeting. Union representatives who are employees and are named in the agenda will be cleared to attend without charge to leave or pay if work conditions permit.

c. The Joint Labor-Management Committees will have as its purpose and shall give consideration to such matters as: the interpretation and application of this agreement, rules, regulations, and policies; the correction of conditions making for grievances and misunderstandings; the encouragement of good human relations in employee-supervisory relationships; the promotion of education and training; the betterment of employee working conditions; the strengthening of employee morale; the implementation of Equal Employment Opportunity, etc. However, it is agreed that individual grievances will not be taken up during committee meetings.

#### Section 3. Official Duty Time.

a. Reasonable time during work hours will be granted to Union representatives and aggrieved employees to carry out matters appropriate under this agreement and applicable laws.



## ARTICLE 6 (Cont'd)

b. Union representatives are authorized a reasonable amount of time during duty hours to perform duties such, as processing employee grievances and for consultations with the Employer at the Installation on matters pertaining to this agreement. Representatives will request permission from their immediate supervisors prior to leaving the work area or to confer within the work area on Union matters. Time used during the normal duty hours will be with the knowledge and approval of the appropriate supervisor or designee. Unless circumstances require the representatives continued performance of his Government duties, the supervisor, or designee will grant such request. Representatives are obligated to inform their supervisor of the general nature of their business. The Employer agrees that there will be no restraint, coercion or discrimination against representatives because of the performance of these duties. Representatives shall neither use this assignment for matters outside the scope of this Agreement, nor solicit complaints or grievances from employees in the Unit. Representatives will conduct their business with dispatch. An employee desiring to consult with a Steward during duty hours will request approval from his supervisors. The supervisor, or designee will grant this permission as soon as possible. If a representatives use of regular working hours for consultation with employees or the Employer interferes unduly with the proper performance of his official duties as an employee, the matter will be objectively discussed with him or other Officers of the Union in order to find a satisfactory solution. No overtime will be paid for such representational duties. The immediate supervisor, or designee of the Representative will maintain a "sign-out—sign-in" sheet indicating time of departure, time of return, destination, and name of supervisor(s) involved. A copy of this record will be furnished the Civilian Personnel Office monthly.

c. There shall be no restraint, interference, coercion or discrimination against a Union representative because of the performance of his duties .

### Section 4. Formal Discussions.

The Union has a right to be represented at formal discussions between management and employees or employee representatives concerning individual employee grievances, personnel policies and practices or other matters affecting general work conditions of employees in the unit. This right to be present does not extend to informal discussions of personal problems between an employee and supervisory officials unless the employee presents a grievance. If such discussions involved decisions affecting other employees of the unit, such decisions will not be made until the Union is notified, and given opportunity to meet and confer in the proposed decision. A final decision will not conflict with terms of this agreement.

### Section 5. Charity Drives.

The Union agrees to cooperate with the Employer in truly voluntary charity drives and to lend support to these worthy causes. In conducting these drives, the parties will be guided by appropriate regulations which provide that no compulsion to contribute or reprisals for not contributing will be taken by management officials. No lists will be retained by individual supervisors showing the names of contributors and the amount of their contributions.



ARTICLE 6 (Cont'd)

Section 6. Health Brochures.

Subject to AFR 30-30 conflict of interest restrictions, the Employer will new provide each unit employee with a copy of the AFGE Health Benefit brochure and will the Employer provide each unit employee with a copy of the AFGE Health Benefit available brochure, if

Section 7. Personnel Regulations.

All Base Personnel regulations on conditions of employment affecting employees in the unit, will be applied in a fair and equitable manner and will not be changed during the term of agreement until the Union has been informed of the proposed change and been given reasonable opportunity to negotiate on the matter to be changed.

Article 7

USE OF OFFICIAL FACILITIES

Section 1. Facilities.

At the request of the Union, and subject to availability, and safety and security regulations, space will be made available for meetings of the Union during the non-duty ours of the employees involved.

Section 2. Bulletin Boards.

The Employer agrees to make available to the Union adequate space on designated bulletin boards for posting official Union bulletins. Prior approval of the content and the specific details for the posting will not be required. The Employer reserves the right to remove material which is untruthful, misleading or scurrilous.

ARTICLE 8

HOURS OF WORK

Section 1. Tour of Duty

a. The responsibility and authority for setting tours of duty shall be discharged at all times in a fair and equitable manner. Management will meet and confer with the Union when establishing or changing workweeks or work schedules for full/part time employees.

(1) Assignments to tours of duty shall be posted in the appropriate work area covering a period of not less than one month.

ARTICLE 8 (Cont'd)

(2) The administrative workweek shall be seven (7) consecutive days Sunday through Saturday.

(3) Except when the Employer determines that the organization would be seriously handicapped in carrying out its function or the cost would be substantially increased the Employer agrees to provide the following:

(a) The basic workweek shall be scheduled for not more than 6 days which shall be during the administrative workweek, and the days outside the basic work-week should be consecutive if possible.

(b) The basic non-overtime workday shall not exceed 8 hours;

(c) Employees will not be scheduled for more than six consecutive days of work in the administrative workweek.

(d) Individual temporary changes in the tours of duty schedule shall be in compliance with applicable laws and regulations, and this negotiated agreement, and posted in the work area at the earliest reasonable moment. Employees will be notified by their supervisors as early as possible.

(e) Individual temporary changes in the tours of duty will be distributed and rotated equitably insofar as possible among qualified employees and the Steward may consult the supervisor concerning the assignments in changes in tours of duty.

(f) Any complaint or disagreement on the changes of assignment of tours shall be handled in accordance with the article on grievance procedures. Certified time schedules shall be maintained by the Employer and can be reviewed by the Steward upon request.

Section 2 Clean up Time.

When the employer assigns clean up duties in accordance with OSHA/AFOSH, etcetera, requirements, the employee will be paid for the time spent cleaning up.

Section 3 Breaks.

Each employee shall be allowed a 10 minute rest period at approximately the middle of the first half and the middle of the last half of each 8 hour shift. Rest periods will be regulated to maintain adequate coverage of essential functions at all times, and will not be accumulated.

## ARTICLE 9

### OVERTIME

#### Section 1. Work Day/Week.

In accordance with all Applicable regulations, work performed in excess of 8 hours a day or 40 hours a week constitutes overtime work. All directed and approved overtime work will be compensated for in accordance with applicable regulations.

#### Section 2. Assignment of Overtime.

The Employer reserves the right to assign overtime. Normally overtime duty shall not be required of employees when it will impair their health or efficiency or cause personal hardship. Every employee within a section or organizational unit will be given the opportunity to participate in overtime work assignments on an equitable basis insofar as the requirements of the organization will permit. An overtime roster and other appropriate records shall be maintained by the supervisor and can be reviewed by the Union. Overtime work will not be assigned as a reward or penalty.

#### Section 3. Notice.

In the assignment of overtime the employee will be given as much advance notice as possible.

#### Section 4. Grade Level .

Employees shall be used insofar as possible to perform functions at their grade levels on overtime.

#### Section 5. Union Advice.

The Union will advise the Employer of areas where it determines that the amount of overtime worked could be more effectively and profitably accomplished by other means, such as the employment of an additional employee on a continuing basis.

#### Section 6. Breaks.

Employees who work overtime shall be allowed a 10 minute paid break during each four (4) hours of continuous overtime work.

#### Section 7. Call Back Overtime.

Any unscheduled overtime work performed by a scheduled employee who is called back to work on an off duty day or on a regular work day after he has completed his regular schedule of work and left his place of employment will be considered to be at least 2 hours in duration and will so be credited. Employees shall be excused upon completion of the work they were called in to perform. Employees shall not normally be assigned to "make work" assignments after completion of overtime work if less than 2 hours is used to complete their assignments.



## ARTICLE 10

### LEAVE

#### Section 1. Regulations.

The Employer and the Union agree to follow all applicable leave regulations.

#### Section 2. Annual Leave.

a. The Employer will solicit requests for planned annual leave for vacations during the month of January of the year in which the leave is to be taken. Employees are responsible for requesting vacations in advance and requesting sufficient annual leave so as to prevent forfeiture at the end of the leave year. Any dispute between employees desiring the same vacation period which cannot be equitably resolved by any other means shall be resolved by granting the disputed vacation time to the employee with the most continuous seniority in grade in the work unit the first year and rotating to next seniority the disputed period in succeeding years with other employee(s) involved.

b. Every reasonable attempt consistent with the workload will be made to satisfy the desires of the employees with respect to approving extended annual leave for special vacations in excess of two weeks.

#### Section 3. Union Representatives.

An employee who is an official or representative of the Union may be excused without charge to leave in conjunction with attendance at a training session sponsored by AFGE, provided the subject matter of such training is of mutual concern and the Air Force's interest will be served by the employee's attendance. Administrative excusal for this purpose should cover only such portions of a training session as meet the foregoing criteria and will normally not exceed eight hours for any individual.

#### Section 4. Sick Leave.

A medical certificate will not be required for substantiation of a request for sick leave in amounts of three (3) days or less unless the employee has been warned about excessive use or abuse of sick leave. An employee will not receive such warning unless he/she has been first counseled verbally by his/her supervisor.

#### Section 5. Advance of Sick Leave.

Up to thirty (30) days of advanced sick leave may be authorized by the Employer subject to the following: (1) total employment record and past record of sick leave usage justify such action; (2) the absence from duty is because of serious disability or ailment; (3) the application for leave is supported by a physician's statement containing acceptable certification of the repayment to the Employer of the advanced leave can reasonably be expected.

ARTICLE 10 (Cont'd)

Section 6. Light Duty.

In those services or occupations where light duty assignments exist, the Employer shall make reasonable efforts to provide details to light duty for their employees who are medically certified as capable for performing only light duty for periods of less than 60 days.

Section 7. Emergency Leave.

An employee should request leave for emergency reasons as early as practicable. To the extent possible, an employee should do this prior to the beginning of his/her tour of duty but not later than two hours thereafter. A supervisor or designee who has authority to grant leave will be available to respond to employee requests in the absence of the first level supervisor.

ARTICLE 11

HEALTH AND SAFETY

Section 1. Environment.

The Employer agrees to provide a safe and healthful work place for all employees and will comply with applicable Federal Regulations relating to the safety and health of its employees. All employees, supervisors, and management officials are responsible for prompt reporting of observed unsafe conditions.

Section 2. Reports.

The Employer agrees to compile and maintain a record of all accidents or reported possible cause of potential accidents.

Section 3. Health Program.

The Employer hereby agrees to maintain an occupational health program and to provide the following services:

a. Emergency diagnosis and first aid treatment of job related injury or illness that become necessary during work hours;

b. Providing special health examinations for specific categories of employees whose work environment presents health hazards;

c. Preventive services including (1) preventing and controlling health risks, (2) health education program, and (3) specific disease screening examinations and immunizations to be accomplished on a regular recurring basis, at least annually;

d.. Upon request of the employee, written referrals to private physician or dentist based on preventive service finding.

e. Protective devices, when required by regulation shall be furnished by the Employer and used by the employee.

ARTICLE 11 (Cont'd)

Section 4. Fire Extinguishers

The Employer agrees to supply and maintain on a regular basis an adequate number of fire extinguishers in all the areas as prescribed by fire and safety standards.

Section 5. Injuries.

a. In order to protect the rights of employees, the Employer agrees that employees who are injured while on duty shall be promptly informed by the supervisor of the provisions of the appropriate regulation which include available options.

ARTICLE 12

PROMOTION AND INTERNAL PLACEMENT

Section 1. First Consideration.

The Employer will utilize to the maximum extent possible the skills and talents of its employees. Therefore, consideration will first be given in filling vacant unit positions to employees within each NAFI at Vandenberg Air Force Base.

Section 2. Area of Consideration.

The minimum area of consideration will be the given NAFI. If one or more qualified candidates are available in the minimum area, it need not be extended. However, if the selecting supervisor wishes to consider additional applicants, the area is first extended to all NAFI's on the installation, and then to outside sources. When a promotion opportunity occurs, the CCPO announces the vacancy to that area, i.e., NCO Open Mess, MWR, etc., for at least 3 work days prior to the closing date of notice. Vacancy announcements will be forwarded to other areas of consideration simultaneously. However, if one or more applications are received from qualified candidates in the NAFI which has the vacancy, only those applications will be referred. The selecting supervisor may wish to consider additional qualified applicants; only then will applicants from other NAFI's be considered.

Section 3. Best Qualified.

It is agreed that when vacant positions are to be filled by merit promotion, they will normally be filled from among the best qualified applicants. The Union recognizes that the Employer has the right to use other employment methods to fill a position; however, all candidates must meet qualification requirements before selection.

Section 4. Grievances.

Promotions of unit employees will be made in accordance with the Base NAF Merit Promotion Plan. Disputes over the interpretation and application of the Base NAF Merit Promotion Plan will be subject to the negotiated grievance procedure.



## Article 12 (Cont'd)

### Section 5. Notices.

Vacancy notices will provide a summary statement of duties, required qualifications, any special knowledge, skills and abilities required for effective job performance.

### Section 6. Appraisals.

a. Supervisory appraisals and/or evaluations of performance as used in the promotion process will be shown to and discussed with the employee. Space will be provided on the appraisal form for the employee to sign and to make comments.

b. Supervisor's appraisals of employee performance shall be used as part of the certification process. All elements on the appraisal form on which employee performance is measured shall be directly relevant to the position the employee has been performing in.

### Section 7. Certification.

A list of all qualified candidates will be forwarded to the selecting official. If the selecting official interviews one candidate, they all must be given an opportunity to be interviewed if available.

### Section 8. Factors.

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

### Section 9. Information.

a. All employees will be notified by the Personnel Office as to whether they were qualified or ineligible.

b. Supervisors will keep employees currently advised of weaknesses in their job performance and potential and will counsel employees on how to improve their chances for promotion.

### Section 10. Access to Records.

When a written grievance concerning a promotion is filed the grievant and/or designated representative will be, upon request, allowed to review the employee's record and a sanitized record of the promotion certificate insofar as Privacy Act and regulatory restrictions allow the records to be made available.

## ARTICLE 13

### DISCIPLINARY ACTIONS

#### Section 1. Formal Disciplinary Actions.

When formal disciplinary action is contemplated, the Employer has the responsibility of ascertaining and taking into consideration all pertinent facts prior to taking disciplinary action. The Employer agrees that prior to issuing the formal action the appropriate supervisor will:

- a. Informally discuss with the employee the basis for any proposed disciplinary action.
- b. Carefully consider the employee's views.
- c. Inform the employee of the reasons which justify the action when a decision to institute a disciplinary action is made.
- d. Notify the Union of the decision if so requested by the employee.
- e. The employee will be informed of his right to representation in further proceedings.

#### Section 2. Questioning an Employee.

An exclusive representative of an appropriate unit in an agency shall be given the Opportunity to be represented at:

- a. Any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or
  - (1) the employee reasonably believes that the examination may result in disciplinary action against the employee; and
  - (2) the employee requests representation.

#### Section 3. Copies.

The Employer recognizes that any disciplinary action decisions shall not be inconsistent with the terms of this Agreement. When an employee designates in writing Union representation in a disciplinary action, copies of all correspondence addressed to the employee will be furnished to the representative.

#### Section 4. Reasons For Discipline.

- a. Disciplinary action will only be taken for just and sufficient cause and will be in accordance with applicable Air Force NAF Regulations.
- b. All disciplinary actions shall be intended to correct improper behavior rather than merely punitive in nature. It is recognized that disciplinary actions may include punitive measures but that correction not punishment should be the legitimate goal of such action.

ARTICLE 14

EMPLOYEE DEBTS

Section 1. Discipline.

It is recognized that all employees are expected to pay promptly all just financial obligations. A just obligation is one which the employee acknowledges as being just or which has been reduced to a final judgment by court means. The Employer will take no disciplinary action against an employee until such time as the debt is determined to be a just obligation. The parties agree to follow all applicable directives pertaining to employee indebtedness.

ARTICLE 15

GRIEVANCE PROCEDURE

Section 1. Purpose.

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

Section 2. Definition.

grievance is defined to be any complaint:

- a. by any employee concerning any matter relating to the employment of the employee;
- b. by any labor organization concerning any matter relating to the employment of an employee; or
- c. by an employee, labor organization, or agency concerning,
  - (1) the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or
  - (2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- d. This grievance procedure does not apply to any grievance concerning items listed below.
  - (1) Any claimed violation of Subchapter III of Chapter 73 or Title V of US Code annotated (relating to prohibited political activities).
  - (2) Retirement, life insurance, or health insurance.
  - (3) A suspension or removal under Section 7532 (National Security) of Title V of US Code annotated.



Article 15 (Cont'd)

- (4) Any examination, certification, or appointment.
  - (5) The classification of any position which does not result in the reduction in grade or pay of an employee.
  - (6) Any matter that is subject to final administrative review or decision outside the Air Force, under law or under the regulations of non-Air Force authorities.
  - (7) Nonselection for promotion from a group of properly qualified and certified candidates.
  - (8) An action terminating a temporary promotion and returning the employee to the position from which he or she was promoted or to an equivalent position.
  - (9) Nonadoption of a suggestion or disapproval of any type of performance award or honorary award or rating.
  - (10) A notice of proposed action.
  - (11) Separation of a probationer.
  - (12) Termination of intermittent-on-call (IOC) and intermittent-other-part-time (IOPT) employees.
  - (13) Determination of exempt/nonexempt FLSA status of employees.
  - (14) Reduction-in-force actions, reduction in grade or basic compensation based on reorganization or reclassification of jobs, a change to a lower category, and separation.
  - (15) The substance of job performance elements and standards.
  - (16) Withholding of within grade increases.
  - (17) A salary retention decision affecting an employee.
  - (18) A pay or leave determination appealable to the General Accounting Office.
  - (19) Report of survey findings/assessments.
- e. An aggrieved bargaining unit employee alleging discrimination, a removal or reduction-in-grade based on unacceptable performance, or other adverse action, may at the employees option, raise the matter under a statutory procedure or the negotiated grievance procedure, but not both. An employee shall be deemed to have exercised the employee's option under this action when the employee files a timely notice of appeal under the statutory procedure or files a timely grievance, in writing, under the negotiated grievance procedure.

## Article 15 (Cont'd)

### Section 3. Exclusive Procedure.

This negotiated procedure shall be the exclusive procedure available to the parties and the employees in the bargaining unit for resolving grievances or other disputes over bargainable matters. It is also understood that the Air Force Inspector General Complaint System will not be used for those matters appropriate for processing under the scope of this negotiated grievance procedure.

### Section 4. Grievability Disputes.

The Employer agrees to render a decision on the grievability or arbitrability of a grievance prior to the time for the written answer in Step 3 of this procedure. Any rejection of a grievance on the grounds that it is not matter subject to arbitration shall be served upon the Union in writing. Disputes concerning grievability/arbitrability will be submitted to the arbitrator as the initial issue to be decided prior to hearing the merits of the grievance.

### Section 5. Processing.

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 by management and the aggrieved party(s) to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, or loyalty to the Employer. Reasonable time during working hours will be allowed employees and Union representatives who are in a duty status to present and process grievances, including attendance at meetings with management officials. An employee may pursue a grievance under this procedure without representation, but the union will be given an opportunity to be present when the adjustment {any action that results in a resolution of the grievance, this may be an affirmative act or a rejection of the relief sought) is made.

#### a. Step 1.

The grievance shall first be taken up in writing by the concerned employee with the appropriate supervisor in an attempt to settle the matter. Grievances must be presented through DPCN within 15 calendar days from the date of the incident that caused the grievance or in the case of a continuing practice, 15 calendar days from the date the employee first became aware of the matter. The representative may be present if the employee so desires. However, if an employee(s) presents a grievance directly to agency management for adjustment consistent with the terms of this agreement, the Union shall be notified and have an opportunity to have an observer present on official time at the adjustment.

#### b. Step 2.

If supervision is only two in depth, advance to Step 3. If the matter is not satisfactorily settled following the initial discussion, the employee and representative (if any) may, within 5 working days of the receipt of the oral or written decision in Step 1 submit the matter in writing through DPCN to the second-line management official for employees of that organization.

## ARTICLE 15 (Cont'd)

he officials, as stated above, shall meet with the representative (if any) and the grievant within 5 working day after receipt of the grievance. A written answer shall be furnished the employee and the representative within 5 working days after the meeting. Failure to respond within prescribed time limits shall mean that the grievance may be escalated to the next step.

### c. Step 3.

If the grievance is not settled at Step 2, the employee or the appropriate Union representative, may, within 5 working days, forward the grievance through DPCN to the appropriate Division Chief for further consideration. The Division Chief will review the grievance, consult with the appropriate Union representative (if any) and give the employee and the Union representative (if any) his/her written answer within 10 working days after receipt of the grievance.

### d. Step 4.

If the grievance is not satisfactorily settled in Step 3, the Union or the Employer may refer the matter to arbitration under the terms of Article XVI. All time limits in this article may be extended by mutual consent. Failure of the Union to observe the time limits, shall result in the grievance being denied.

## Section 6. Union Employer Grievances.

Union or Employer grievances over the interpretation or application of this agreement may be submitted in writing by the Union President, appropriate Division Chief (or designee) directly to the Division Chief/Union President or his/her designated representative within 30 calendar days from the date of the occurrence which cause the grievance if it is not a continuing practice. The Division Chief and Union President or designee will meet within 5 working days after receipt of the grievance to discuss the grievance. The Division Chief/Union President shall give the other party a written answer within 10 calendar days after the meeting. If the grievance is not settled by this method, the Union/Employer may refer the matter to arbitration. Nothing herein will preclude either party from attempting to settle such grievances informally at the appropriate level.

## ARTICLE 16

### ARBITRATION

## Section 1. Time Period.

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, shall be submitted to arbitration.



ARTICLE 16 (Cont'd)

Section 2. Selection of Arbitrator.

a. Within ten (10) working days from the date of the request for arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of seven (7) impartial persons qualified to act as arbitrators. The parties shall meet within five (5) working days 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 (7) and will then repeat this procedure. Who will strike first will be determined by lot. The remaining person shall be the duly selected arbitrator.

b. If for any reason either party refuses to participate in the selection of an arbitrator, the Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case.

Section 3. Issues.

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 4. Cost.

The arbitrator's fee and the expenses of the arbitration, if any, shall be borne equally by both parties. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the administrative workweek. All employee participants in the hearing shall be in a duty status.

Section 5. Decision.

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

b. 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.

c. Any dispute over the interpretation and application of an arbitrator's award, shall be returned to the arbitrator for clarification within 30 days after receipt.

ARTICLE 17

CLASSIFICATION

Section 1. Equal Pay.

The Employer agrees to abide by the principle of equal pay for substantially equal work, i.e., an employee performing work will be paid at the appropriate rate for the

## ARTICLE 17 (Cont'd)

work actually performed, except for those periods of time during which an employee is on temporary loan or official detail.

### Section 2. Position Description.

The Employer agrees to provide each employee with a copy of the position description for which the employee is assigned. The position description shall accurately and realistically reflect the actual duties which the employee is expected to perform.

### Section 3. Review.

a. Employees shall be given the opportunity at least once each year to review their position description and discuss it with their supervisor or other appropriate management official. If, after reviewing the position description, an employee believes that something should be added or deleted, a written request may be submitted by the employee to the immediate supervisor who shall approve or disapprove the change and forward it to the personnel office for action.

b. Should a dispute develop over the accuracy of the position description, the personnel office shall investigate and make a determination on the matter. If the employee is dissatisfied with the action or determination of the personnel office, the matter may then be referred to the negotiated grievance procedure. The review or grievance will not question the right of the supervisor to assign duties.

c. Classification appeals will be processed in accordance with procedures in AFR 10-7.

## ARTICLE 18

### EQUAL EMPLOYMENT OPPORTUNITY

#### Section 1. Purpose.

The Employer and the Union agree to cooperate in providing equal opportunity in the employment for all persons, to prohibit discrimination because of age, race, color, handicap, religion, sex, or national origin and to promote the full realization of equal employment opportunity. The parties also agree that a discriminatory act is one which is based on any non-merit factor, including but not limited to, the bases listed above.

#### Section 2. Affirmative Action Plan.

The Employer will provide the Union with an opportunity to participate in EEO Affirmative Action as set forth in the Base Affirmative Action Plan..

ARTICLE 19  
CONTRACTING OUT

Section 1. Notice.

The Employer shall give the Union reasonable notice of its intention to solicit bids for "contract work" which could result in a reduction-in-force or demotion of any employee. Such advance notice will give a full explanation of the reasons for making this change, and will be sufficiently in advance to allow the Union opportunity to meet and confer with the Employer on any impact on unit employees.

Section 2. Employer - Employee Relationship.

It is understood that Federal policy does not condone personal service contracts which establish an Employer-Employee relationship. The Employer agrees to abide by all applicable laws, rules and regulations with respect to any contract activity.

ARTICLE 20  
PUBLICITY

Section 1. Copies of the Agreement.

Upon final approval, the employer will publish and distribute copies of this agreement to all supervisor and management personnel responsible for administration or interpretation. The Employer will post a copy of this agreement on each employee bulletin board where unit employees are assigned and will furnish 50 copies to the Union.

Section 2. Newsletter.

The Employer agrees from time to time to include in issues of its employee newsletter, a statement as to the recognition granted the Union and the names, locations, and telephone numbers of the Union Officers.

Section 3. Union Literature.

The distribution of Union literature will be permitted provided it is done during the non-duty hours (of the employees involved) and does not interfere with work being done by other employees. Insofar as this provision is concerned, meal periods are not normally considered time on duty.



ARTICLE 21  
DUES WITHHOLDING

Section 1. Limitation.

The arrangements for dues withholding under this Article apply only to employees within the unit.

Section 2. Form.

An employee must complete Standard Form 1187, Request for Payroll Deduction for Labor Organization Dues, to make an allotment to the Union.

Section 3. Union Responsibility and Procedures:

- a. Standard Form 1187 will be purchased and distributed by the Union.
- b. The union is responsible for informing and educating its members concerning the program for the allotment of dues and the uses and availability of Standard Form 1187 and Standard Form 1188, Cancellation of Payroll Deduction's for Labor Organization Dues.
- c. The Union President and/or Treasurer will make certain that the top portion of Standard Form 1187 is completed and identifies the employee by showing name, address, social security number, and organizational designation. The President and/or Treasurer will also certify the amount of dues to be withheld each pay period.
- d. The Union will collect Standard Forms 1187 voluntarily signed by each employee and after certifying it, deliver the original to the Payroll Office. A copy of Standard Form 1187 should be construed to mean that the employee is a member in good standing. The Union will provide the payroll supervisor with a DD Form 577, Signature Card, bearing the signature of the incumbent Union officer who is authorized to certify Standard Forms 1187. A separate signature card will be accomplished for each Union Officer who is authorized to certify Standard Forms 1187. The term "Payroll Office" as used in this agreement means the office responsible for the maintenance of payroll records pertaining to Nonappropriated Fund employees.
- e. The Union Treasurer will promptly notify the Payroll Office in writing, When a member of the organization for whom the Payroll Office withholds dues is expelled or for any reason ceases to be a member in good standing.
- f. The Union designates the organization Treasurer as the official of the Union who will receive remittances of dues withheld by the Payroll Office.
- g. A change in the amount of an allotment of the payment dues to an employee organization may not be made more frequently than once each twelve (12) months. Any change in the amount of a deductible for optional benefits sponsored by the Union will be administered in the same manner as above.

ARTICLE 21 (Cont'd)

Section 4. Management Responsibility and Procedures:

a. The Payroll Office will receive completed Standard Form 1187 from the Union. Allotments are effective on the first complete pay period if a properly complete and signed Standard Form 1187 is received by Payroll Office at least five working days prior to the start of such pay periods.

b. Deductions for Union dues will be made each pay period and the amount to be withheld determined as follows:

(1) When the amount of dues is stated on the Standard Form 1187 in terms of an annual amount (covering a period of 12 months) the figure will be divided by the number of pay periods in a calendar year.

(2) When the amount of dues is stated on the Standard Form 1187 in terms of a monthly amount, the figure will be divided by the number of pay periods in a calendar month.

c. An employee in a non-pay status for an entire pay period will have no withholding made to cover that pay period from future earnings nor will the employee be permitted to deposit the amount which would have been withheld if the employee had been in a pay status during that period.

d. An employee in a non-pay status for only for a part of a pay period where the salary is not sufficient to cover the full withholding will have no deduction for Union dues.

e. All other legal and required deductions have priority over deductions for Union dues.

f. The remittance of dues withheld will be made to the Union after each pay period for which deductions are made. The remittance will be accompanied by a listing of the names and amounts withheld. The listings shall also contain names of members transferring, separated, expelled by the Union, and other contingencies. The checks issued in payment of dues withheld from employees will be made payable to the American Federation of Government Employees, Local 3048 and will be forwarded to Treasurer, AFGE (Local Address).

g. When the Payroll Office receives written notices from the Union that a member for whom deductions for the Union dues is authorized has been expelled or is for any reason no longer a member in good standing in the Union, it will terminate the allotment for such employee effective with the first complete pay period after receipt of the notice provided such notice is delivered to the Payroll Office at least five working days prior to the start of such pay period.

Section 5. Termination of Allotment:

a. Voluntary Revocation:

(1) An employee may request termination of their allotment for union dues at any time. Depending upon the date of receipt of their revocation by the payroll office the revocation will be effective on the first pay period following the anniversary date of their withholding allotment.

ARTICLE 21 (Cont'd)

(2) Standard Form 1188 will be used for the purpose of revoking an allotment. However, a written request for revocation of an allotment, which is otherwise in order and signed by the employee will be accepted and acted upon, even though not submitted on a Standard Form 1188. The Standard Form 1188, or other suitable request for revocation of allotment will be furnished to the Payroll Office and the duplicate copy will be attached to the remittance list and forwarded to the Union.

(3) The Payroll Office will obtain a supply of Standard Form 1188 and make the form and its use available to employees upon request.

b. By separation, transfers, and other action:

(1) Allotments of all members of the Union are automatically terminated upon loss of exclusive recognition of the Union or when this agreement is suspended or terminated by an appropriate authority outside the Department of Defense. The termination in this case will be effective at the beginning of the first pay period after advice is received by the Payroll Office concerning the loss of recognition.

(2) An allotment for an eligible employee is automatically terminated if the employee leaves the unit as a result of any type personnel of separation, transfer, or other action. Termination in such cases will be effective as of the date of movement.

(3) When a separation or transfer occurs during a pay period, nothing will be withheld for that pay period subject to the provisions of Section 4d.

Section 6. Posting.

a. The Employer will post and maintain notices apprising employee:

(1) That arrangements have been made with the Union for voluntary allotments for payment of dues.

(2) That such allotments are to be entirely voluntary on the part of employees who are members of the unit and will be effective on the first complete pay period after a properly completed and signed Standard Form 1187 is received in the Payroll Office.

(3) That forms to be used in making voluntary allotments for payments of dues to be secured from the Union and returned to the Payroll Office through the Union.

(4) That an employee may at any time revoke this allotment for payment of dues, to be effective the first full pay period following the anniversary date of their withholding allotment.

(5) That Standard Form 1188 may be obtained at the Payroll Office.



## ARTICLE 22

### DURATION OF AGREEMENT

#### Section 1. Expiration.

This agreement will have a duration of three {3} years from the date signed by the parties and will become effective upon approval by HQ SAC. Either party may give written notice to the other, not more than ninety {90} nor less than sixty {60} days prior to the first anniversary date, of its intention to reopen and amend or modify the agreement. Any reopening must be by agreement of the parties.

#### Section 2. Renewal.

If neither party serves notice to renegotiate this Agreement, within 90 days prior to expiration, the agreement shall be automatically renewed for a 2-year period.

#### Section 3. Notification.

During the duration of this Agreement, either party may notify the other in writing of its desire to negotiate amendments. Amendments will be negotiated if both parties agree to negotiate. Amendments are subject to HQ SAC approval.

To be effective commencing on the date of approval by Headquarters  
Strategic Air Command

Signed this **7 August 1987** at Vandenberg Air Force  
Base, California.

FOR THE EMPLOYER:

, COLONEL, USAF  
Commander, 4392 AEROSW

For the Union:

President, Local 3048  
American Federation of  
Government Employees

The agreement between Vandenberg AFB, California and the American  
Federation of Government Employees, Local 3048, signed by the parties  
listed above on 7 Aug 87 is approved.

SIGNED: \_\_\_\_\_ ;..\_\_\_\_\_ DATE: 8-28-87

Acting Director of Civilian Personnel  
- D CS/ Personnel

