

# **MEMORANDUM OF AGREEMENT**

**between**

**45<sup>th</sup> SPACE WING**

**and**

**AFGE LOCAL 2568**

**Patrick Air Force Base, Florida**

**Effective 2 December 1992**

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## PREAMBLE

Pursuant to the policy set forth in the Civil Service Reform Act (Public Law 95-454, 13 October 1978) and subject to all applicable Statutes and regulations issued by higher authority, the following Articles constitute an Agreement by and between Management of the 45th Space Wing, Patrick Air Force Base, Florida, hereinafter referred to as the "Employer," and Local 2568, American Federation of Government Employees, AFL-CIO, Patrick Air Force Base, Florida, hereinafter referred to as the "Local" or "Union."

## ARTICLE 1 RECOGNITION AND UNIT

Section 1. The Employer recognizes the Local as the exclusive bargaining agent for all employees described in Section 2 of this Article. The Local will represent fairly and equitably the interest of all appropriated fund employees in the bargaining unit with respect to grievances, personnel policies, practices, and procedures or other matters affecting their general working conditions, subject to the expressed limitations set forth elsewhere in this Agreement. The Local will represent all employees in the bargaining unit without discrimination and without regard to union membership.

Section 2. This Agreement is applicable to all employees of the unit which is composed of all eligible Air Force appropriated fund employees serviced by the Patrick Air Force Base Civilian Personnel Office except employees in the Air Force Technical Applications Center (AFTAC), supervisors, management officials, confidential employees, employees engaged in civilian personnel work in other than a purely clerical capacity, professional employees, and employees holding temporary appointment of 90 days or less.

Section 3. If, during the life of this Agreement, the Local is accorded exclusive recognition as representative of any organization which is or shall come to be serviced by the Civilian Personnel Office, Patrick Air Force Base, Florida, this Agreement shall become applicable to all eligible employees within any such organization.

## ARTICLE 2 PRECEDENCE OF LAW AND REGULATION

In the administration of all matters covered by this 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 this Agreement is approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities.

ARTICLE 3  
RIGHTS OF THE EMPLOYER

Section 1. The Employer retains the right, in accordance with applicable laws and regulations:

- a. To determine the mission, budget, organization, number of employees, and internal security practices;
- b. To hire, assign, direct, lay off, and retain employees;
- c. To suspend, remove, reduce in grade or pay, or take other disciplinary action against employees;
- d. To assign work, make determinations with respect to contracting out, and determine the personnel by which operations shall be conducted;
- e. With respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion, or from any other appropriate source, and;
- f. To take whatever actions may be necessary to carry out the mission during emergencies.

Section 2. The Employer's obligation to meet and confer with the Local does not, except at the election of the Employer, include matters pertaining to the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or to the technology, methods, and means of performing work.

ARTICLE 4  
RIGHTS OF EMPLOYEES

Section 1. 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 in Chapter 71 of Title 5, such right includes the right 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 to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under Chapter 71 of Title 5.

Section 2. Nothing in this agreement shall require an employee to become or to remain a member of a labor organization except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deductions.

Section 3. The terms of this Agreement do not preclude any employee from personally bringing matters of concern to the attention of appropriate officials in accordance with applicable laws and regulations or from choosing their own representative in an appeal. Selection of a representative in a grievance proceeding is governed by the negotiated grievance article in this Agreement.

Section 4. Each employee shall be free from interference, restraint, coercion and reprisal in exercising rights under this Agreement.

Section 5. An employee may request representation at an examination of the employee by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee.

#### ARTICLE 5 RIGHTS OF THE LOCAL

Section 1. The Local, as the exclusive representative of employees in the unit shall be entitled to act for and negotiate agreements concerning all employees in the unit. In order to fulfill its functions and responsibilities, the Local has the right to be represented at formal discussions between management and employees or employee representatives concerning grievances, personnel policies and practices or other matters affecting general working conditions of the employees in the bargaining unit.

Section 2. It is the right of the Local to meet and confer with the Employer's representatives on personnel policies, practices and matters affecting working conditions.

Section 3. It is the right of the Local to present its views to the Employer concerning proposed changes in personnel policies, practices and matters affecting working conditions and to have its views considered in good faith before final implementation of a decision concerning those matters which are discretionary with the Employer.

#### ARTICLE 6 OBLIGATIONS OF THE LOCAL

Section 1. The Local agrees to represent the interests of all eligible employees without discrimination or regard to labor organization membership.

Section 2. The Local agrees to make a reasonable effort to assure that members of the unit follow the provisions of this Agreement when they are participating in any matter to which this Agreement is applicable.

Section 3. The initial contact with the Civilian Personnel Office staff by representatives of the Local concerning any matter or inquiry will be the Labor Relations Officer. The Labor Relations Officer, as appropriate, will refer representatives of the Local to other staff members.

ARTICLE 7  
USE OF OFFICIAL TIME BY OFFICERS AND STEWARDS

Section 1. The Employer agrees to recognize the Officers, Chief Steward, and Stewards duly elected or appointed by the Local. The number and location of Stewards shall be the minimum number required to assure that the Employer and each employee in the bargaining unit have ready access to a Steward.

Section 2. The Local will furnish the Employer, through the Labor Relations Officer, within 10 calendar days of election or appointment, the names of Stewards, their assigned organization(s) and duty telephone number. The Local and the Employer will meet, when deemed necessary by either party, to review the Stewards list of assignments. The Employer will timely publish a list and any changes thereto of Local Officers and Stewards for the information of employees and the Employer's representatives. The Local agrees that the Employer shall not recognize, nor grant official time to, any newly appointed officers and stewards until such time as the Local has submitted the list required in this section.

Section 3. It is agreed by the parties that it is desirable to solve problems at the lowest possible level by the representatives of the Employer and Local that concern personnel policies, practices, and matters affecting working conditions. The Local agrees that Stewards will be the first point of contact by or with the Employer on any matter affecting the employees whom Stewards represent. The Employer's consultation with the appropriate Steward satisfies the Employer's obligation to notify the Local of changes on matters for which the Employer has an obligation to meet and confer. The obligation to request further discussions or negotiations will rest with the Local. The Local President or his/her designee will be the sole contact with the Employer on matters of general interest or on policy changes affecting the conditions of employment of unit employees in a major organizational entity or the bargaining unit. The Local President or his/her designee will be allowed sufficient duty time to research regulations and prepare correspondence in reply to correspondence from management concerning Base supplements to regulations and similar matters for which the Employer has an obligation to consult with the Local. If more than one management official meets with the Local President or his/her designee, one additional Officer of the Local will be authorized to attend the meeting.

Section 4. The Local's Officers and Stewards will be allowed a reasonable amount of official time for representation purposes. The Employer agrees to permit Stewards who have been designated, in writing, by an employee to be his/her representative, to have a reasonable amount of time during working hours to assist that employee in preparing his/her unresolved grievance or appeal. Officers or Stewards summoned for meetings with the Employer will be granted the required duty time if in a duty status. Any Officer or Steward leaving his/her work site during duty hours in connection with representation matters or meetings shall first obtain permission from his/her immediate supervisor or individual in charge. The

Officer or Steward will be released by the supervisor at the earliest practical time subject to workload requirements. No Officer or Steward of the Local will enter a work site on, or discuss in their own worksite, labor-management matters without first obtaining permission of the supervisor or individual in charge of the work site. Permission to enter the work site, or use time in their own worksite, on labor-management matters will be granted by the Employers' representative at the earliest practical time subject to workload requirements. Prior to using official time for representation matters or meetings, each Officer or Steward shall obtain a copy of the required slip contained in Appendix 1 to this Agreement from his/her supervisor. The completed slip will be returned to the Officer's or Steward's supervisor upon return to his/her work site.

Section 5. A representative of the Local will be granted duty time if in a duty status to serve as a representative of a unit employee at any examination of an employee by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action and the employee requests representation.

Section 6. The Local agrees to guard against the use of excessive duty time by representatives performing these duties. The Local also agrees that all activities concerning the internal management of its organization, membership meetings, soliciting of membership, collection of dues by representatives, campaigning for office, conduct of elections for office, and distribution of literature for organizing purposes will be conducted outside of regular working hours.

Section 7. The Employer agrees that National Officers and representatives of the American Federation of Government Employees may be allowed on the Base on official business. Visits of National Officers and representatives will be coordinated, in advance, with the Labor Relations Officer.

Section 8. The Local agrees to make every reasonable effort to assure its Stewards are fully trained in the administration of this Agreement.

## ARTICLE 8 HOURS OF WORK AND HOURS OF DUTY

Section 1. The basic workweek shall consist of five consecutive 8-hour days within an administrative workweek. The administrative workweek shall be 0001 hours Sunday through 2400 hours on the following Saturday. Daily hours of work normally shall be scheduled on the same hours each day and include no unpaid breaks in excess of one hour. Whenever possible, the two days outside of the workweek will be consecutive. The occurrence of holidays shall not affect the designation of the basic workweek.

Section 2. As determined by the supervisor and consistent with the nature of the work performed, employees will be given a reasonable amount of time for personal clean-up prior to meal breaks. In the same manner, employees will be granted time for clean-up, storage, and protection of Government property, equipment and tools prior to the end of the workday.

Section 3. Short rest periods, not to exceed 15 minutes during each 4 hours of continuous work may be granted when the supervisor believes they will be of benefit to the service in accordance with the criteria listed below. Rest periods will not be granted immediately before or after a meal break, or at the beginning or end of the workday.

a. Protection of employees' health by relief from hazardous work which requires continual or considerable physical exercise.

b. Reduction of accident rate by removal of the fatigue potential.

c. Work in confined spaces or in areas where normal personal activities are restricted.

d. Possible increase in, or maintenance of, high quality or quantity production attributable to the rest period.

Section 4. Uncommon tours of duty may be established for efficient operation. Changes in normal work hours, or the establishment of uncommon tours of duty will be kept to a minimum. For all tours of duty, except regular Monday through Friday tours, a work schedule will be posted in the work area including names of assigned employees. The Employer will consult with the Local before making any changes to the hours of work. Employees will be given a minimum of seven (7) calendar days notice prior to changing their hours of work, except where a change is necessary to meet operational requirements or when costs would be substantially increased as determined by the Employer.

Section 5. Except for assignment to regular rotating shifts, the second and third shifts shall be manned on a voluntary basis, provided such selection will result in a balanced and qualified work force possessing the required skills. Shift assignments of Firefighters are subject to Section 6 of this Article.

Section 6. The following provisions apply only to Firefighters:

a. Normally, fire protection personnel assigned to the Operations Section are divided into two equal shifts with alternate 24 hour tour of duty. The normal workweek, in any event, shall not exceed an average of 72 hours a week over any consecutive 2-week period.

b. It is agreed that each 24-hour shift of the Firefighters in the Operations Section shall include sleeping, standby, and working time of approximately 8 hours each, including meal time. Working time shall include, but not be limited to, roll call, inspection and preventive maintenance service of fire apparatus; major housekeeping, inspection of buildings, structures, storage areas, and fire protection facilities; installing and maintaining fire extinguishers; fire alarm watch; preparation of records and reports; organizing and training auxiliary fire brigades, area personnel, and building occupants; fire watch of hazardous operations

and places of public assembly, proficiency training; drills; classroom studies and other related duties. Housekeeping responsibilities relating to policing and cleaning of the sleeping areas, including making up of beds, policing and cleaning of sanitary facilities to include latrines, policing and cleaning of recreation and kitchen areas, will be accomplished outside the actual hours of work. All areas will be left clean and orderly for the relieving crew. Sleeping area lights will be turned off at 2130 hours. Except in unusual circumstances, required rising time will not be earlier than 0630 hours. Performance of personal hygiene and housekeeping responsibilities must be completed before 0715 hours.

c. Scheduling of firefighters for training shall be determined by the Employer, based on work load and other factors, with consideration given to reducing training on Sundays and holidays.

d. To promote and preserve a cohesive team spirit when personnel must be moved to balance the shifts, volunteers will be used. If no volunteers are available, the employee with the least time in grade, as recorded on AF Form 971, will be selected, provided these two methods result in a balanced and qualified work force possessing the required skills.

## ARTICLE 9 OVERTIME WORK

Section 1. Overtime is any authorized and approved work which requires an employee, excluding employees engaged in fire protection activities and employees on Alternative Work Schedules, to work in excess of forty (40) hours in a workweek or in excess of eight (8) hours in one day.

Section 2. The Local recognizes the right of the Employer to require employees to perform overtime work to accomplish the mission of the Employer. Employees identified as nonexempt under the Fair Labor Standards Act will be compensated with pay when performing overtime work except General Schedule employees who specifically request compensatory time in lieu of overtime. Exempt employees, as identified under the Fair Labor Standards Act, required to perform overtime work may be compensated for irregular or occasional overtime by pay or compensated time off in accordance with applicable regulations.

Section 3. Except in unusual or emergency situations, employees assigned to overtime work will be given as much advance notice of such assignment as possible.

Section 4. Overtime will be distributed fairly and equitably on an hourly basis to all employees in the work group or crew. First consideration for overtime shall be given to those employees who are currently working on the assigned job. Second consideration will be given to those other employees from the same organizational element who are qualified to do the job where the overtime is required. To facilitate equitable distribution of overtime, a roster will be maintained on a calendar year basis by the supervisor at the lowest organizational level showing when and by whom overtime was performed. Employees relieved of

overtime, upon their request, will be considered the same as if the employee had worked. Employees relieved of overtime "when low" on the roster, during the basic five-day workweek will not be eligible for overtime the following weekend until all other employees have been considered. All employees' overtime will revert to zero at the beginning of the calendar year. Overtime work by employees on loan or TDY will be charged to the individual on the section overtime roster to which the employee is permanently assigned. The employee on approved leave prior to the scheduled overtime work will retain his or her position on the overtime roster.

Section 5. An employee may request to be relieved of an overtime assignment provided he/she has a reason considered valid by the supervisor and a qualified employee is available to take his/her place. If the Employer is unable to find a replacement, the employee will be required to work the overtime. The Employer will, however, take into consideration whether the overtime will impair the health or efficiency of the employee, or cause extreme hardship. When overtime requirements conflict with the employee's religious obligations or practices, consideration will be given to permitting the employee to perform the overtime on another day or excuse the employee from the assignment.

Section 6. Compensation for overtime work will be computed and paid in accordance with applicable rules and regulations. An employee called back to work, outside his/her normal tour of duty will be paid a minimum of two hours overtime each time called back, regardless of hours worked. For work in conjunction with the normal tour of duty, actual hours worked will be paid at the applicable overtime rate.

Section 7. Employees who are required to work overtime in excess of four hours shall be allowed a one-half-hour meal period without compensation in accordance with applicable statutes and regulations.

## ARTICLE 10 ANNUAL LEAVE

Section 1. Annual leave will be scheduled according to the needs of the Employer and, insofar as practical, at the time desired by the employee. Annual leave can be requested for vacations, and for personal and emergency purposes.

Section 2. Annual leave schedules will be established by 15 February each year to insure that employees are given an opportunity for a reasonable vacation and to use any leave they would otherwise forfeit at the end of the leave year. No employee will be permitted to monopolize desirable annual leave periods in connection with holidays.

## ARTICLE 11 SICK LEAVE

Section 1. Sick leave for prearranged medical, dental, or optical examination or treatment will be requested in advance. Sick leave for absence because of injury or illness which is not known in advance must be requested as soon as possible, normally within one hour of the absence. For absences of 3 days or less (2 duty days for firefighters), sick leave must be requested on the first day and every additional day of the absence unless the supervisor expressly relieves the employee of this requirement.

Section 2. Ordinarily a medical certificate will not be required for absences of 3 workdays or less. For absence of more than 3 workdays if the employee was not attended by a physician, the employee's certificate showing satisfactory evidence of incapacity may be accepted in lieu of a medical certificate. The certificate must cover all absence beyond the third workday, and show that the employee was incapacitated for duty for the entire period covered by the certificate. The supervisor may accept or reject the certificate.

Section 3. If there is reason to believe an employee is abusing sick leave, the supervisor will discuss with the employee and consider employee's reply. If abuse is evident, the supervisor will advise the employee and counsel the employee concerning the use of sick leave, type absences qualifying for sick leave use, and how sick leave is requested and approved. The counseling session will be documented on the Supervisor's Employee Brief (AF Form 971). The employee may be notified in writing that all future requests for sick leave of 3 workdays or less must be supported by a medical certificate. The notification will include the reasons for requiring the medical certificate. Requirements for a medical certificate for 3 workdays or less will be reviewed at the end of each six-month period. The Employer will decide whether the requirement is to be continued or rescinded and notify the employee of the decision. The decision and notification will be documented on the Supervisor's Employee Brief (AF Form 971).

Section 4. In cases of serious disability or illness employees may be advanced up to 30 days sick leave. An advance of sick leave will not be granted if it is considered likely that the employee will not return to duty for a sufficient period of time to earn the leave. Requests for advance sick leave will be submitted by the employee to the immediate supervisor. The request will specify number of hours requested and inclusive period of time, and include a physician's certificate confirming serious disability or illness, and stating whether the employee will be able to return to work and the approximate date.

ARTICLE 12  
FEDERAL HOLIDAYS

Section 1. Eligible employees shall be entitled, in accordance with applicable regulations, to holiday benefits for all Federal holidays and any that may be later added by law, and all days designated as holidays for leave and pay purposes by Executive Order.

Section 2. Holidays as determined above will be observed as non- workdays. Normally, if a holiday falls on Saturday, the preceding Friday will be the day off; if the holiday falls on Sunday, the following Monday will be the day off.

Section 3. In accordance with applicable regulations, eligible employees shall receive pay at their regular hourly rate plus any appropriate shift differential on all days defined as holidays that fall on a regularly scheduled workday on which they are not required to work.

Section 4. Employees working on a holiday outside their basic workweek shall receive the same pay as they would normally receive on an overtime day.

Section 5. Employees working on a holiday within their basic workweek shall receive the same pay as they would normally receive on a regular workday, plus the day's pay they are normally entitled to for a holiday, plus the applicable shift differential.

Section 6. Employees will not be required to work on a holiday solely to avoid overtime work that otherwise would be performed on a day outside the basic workweek.

ARTICLE 13  
COURT LEAVE

Section 1. Court leave will be granted to part-time or full-time employees called for jury duty, to qualify for jury service, or as a witness in accordance with applicable regulations. An employee who is scheduled to work at night is granted court leave during the day on which the night shift begins. Court leave can be granted only for those days and hours the employee would otherwise be in a pay status.

Section 2. If an employee serving as a witness or juror is excused or released by the court, he/she is expected to return to duty.

ARTICLE 14  
ABSENCE FOR VOTING

Section 1. An employee requesting time off to vote is excused without charge to leave for the amount of time necessary to permit him/her to report to work three hours after the polls open or to leave work three hours before the polls close, whichever requires the least amount of time off. Normally, where the polls are open either three hours before or three hours after the employee's regular duty hours, no time off is granted.

Section 2. If, because of special circumstances, the general rule stated in Section 1 above does not allow sufficient time for voting, the employee will be excused for the additional time necessary, but not to exceed one workday.

Section 3. If the employee's voting place is beyond normal commuting distance and voting by absentee ballot is not permitted, the employee is granted sufficient time off to make the trip. Time off in excess of one day is charged to annual leave or leave without pay.

Section 4. The employee voting in jurisdictions where registration in person is required, is granted time off to register on substantially the same basis as for voting. However, no time off is granted without charge to leave if the employee can register on a nonworkday and round-trip travel reasonably can be accomplished in one day.

Section 5. In duty sections where shifts are in operation (one shift relieves another shift), it is understood and agreed that supervisors may need to schedule the employees' absences for voting during the shift rather than at the beginning or end of the shift to ensure continuity of operations.

ARTICLE 15  
LEAVE FOR UNION RELATED PURPOSES

Section 1. Subject to the Employer's requirements, leave without pay may be granted to a unit employee to serve with AFGE for up to one (1) calendar year. A unit employee on leave without pay under the provisions of this Section shall be entitled to return to his/her old position if it still exists. If the position does not exist, he/she will be retained or separated in accordance with applicable laws and regulations.

Section 2. The Employer agrees that, when given notice in writing, a reasonable number of Officers or Stewards selected by the Local to attend a training session sponsored by the Local may be excused without charge to leave. Material presented in such training sessions must be of mutual concern to the Air Force and to employees in their capacity as a representative of the Local, and the interests of the Air Force will be served by the employees' attendance. The amount of time granted an employee is within the discretion of the Employer.

ARTICLE 16  
CIVIC RESPONSIBILITIES

Section 1. The Employer and the Local mutually agree that employees in the Unit will be encouraged to participate in worthwhile charity drives; however, in no instance shall the Employer or the Local exercise undue 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.

Section 2. Employees who donate blood, without compensation, may be excused from work, without charge to leave, for the time necessary to donate blood, for recuperation following blood donation, and necessary travel to and from the donation site. The maximum excusal time should not exceed three hours, except in unusual cases. Additional time may be granted in cases where the employee must travel an unusual distance or when unusual need for recuperation occurs. If blood cannot be taken from an employee for any reason, the employee must immediately return to duty.

ARTICLE 17  
SAFETY AND HEALTH

Section 1. The Employer shall make every reasonable effort to provide and maintain safe working conditions. The Employer and the Local will encourage employees to work in a safe manner, conscientiously abide by safety rules and regulations, and immediately report hazardous conditions and job related accidents to their first-line supervisor.

Section 2. The Local shall designate a representative to attend the Consolidated Safety Committee meetings.

Section 3. No employee shall be required to work in areas where conditions exist that are determined by the Employer's safety officers or environmental health officers to be detrimental to the health and safety of an employee until such conditions have been removed, remedied, or the employee is adequately protected by personal protective equipment. If a question arises concerning the objection of an employee to perform work which the employee considers unsafe or hazardous, the supervisor will make the determination whether or not the operation is to continue. If the employee is not satisfied with his or her immediate supervisor's decision, he or she may request a determination from the next level of supervision.

Section 4. The Employer and the Local will instruct employees in the unit that they must notify their supervisor and submit necessary, required forms as soon as possible after sustaining an injury on the job. This must be done whether or not medical treatment was required.

Section 5. The Employer agrees to bear the full expense of all special tools, protective clothing, eye protection equipment and other safety equipment required in the performance of employees' duties as determined by the Employer and authorized by applicable regulations.

Section 6. The Employer agrees to arrange for eye examinations and issuance of prescription safety glasses to each employee where duty requires the wearing of safety prescription glasses. The Employer agrees to arrange for routine reexamination of those employees issued safety prescription glasses every two years.

ARTICLE 18  
MERIT PROMOTION

All promotions will be made in strict compliance with applicable regulations and local supplements.

ARTICLE 19  
DETAILS

Section 1. The Local recognizes that the Employer has the authority, in the interest of sound financial management and effective employee utilization, to detail employees to positions and duties. All such details will be in accordance with appropriate regulations.

Section 2. Employees detailed for more than 30 consecutive calendar days will be given credit for the assignment. To record the detail, the supervisor will submit a Request for Personnel Action to the Civilian Personnel Office. The Civilian Personnel Office will process the request and forward to the employee a copy of the Notification of Personnel Action. No extensions of terminated details will be allowed without appropriate personnel action.

Section 3. Details of 30 calendar days or less will be recorded on the Supervisor's Employee Brief (AF Form 971). When cumulative time detailed totals more than 30 calendar days in a 12-month period, the employee may complete a Standard Form 172, Amendment to Personal Qualification Statement. If requested by the employee, the supervisor will furnish available information needed to complete the SF 172.

Section 4. If a detail to a higher graded position exceeds 120 consecutive calendar days, competitive procedures will be used to effect the temporary assignment.

ARTICLE 20  
POSITION CLASSIFICATION

Section 1. The position description shall be accurate and concise as to the principle duties and responsibilities of the assigned position. Following assignment to a new position, an employee will be provided a copy of his/her official position description.

Section 2. It is the responsibility of the supervisor, with the cooperation of the employee, to maintain a current position description of the employee's basic duties.

Section 3. Prior to the application of new classification standards, the Employer agrees to notify and give the Local the opportunity to discuss the impact where a grade change will occur to positions within the bargaining unit.

Section 4. The phrase "other duties as assigned" or "other related duties" as used in position descriptions, means duties related to the basic job. These phrases should not be used to regularly assign work to an employee which is not reasonably related to the basic job description. These phrases will not be interpreted as reducing the authority of the supervisor to require employees to perform unrelated duties.

Section 5. An employee who feels that his/her position is improperly classified is encouraged to first discuss the matter with his/her supervisor. A meeting with the appropriate classification specialist may be arranged in an effort to informally resolve the matter. If the matter cannot be informally resolved, the employee shall be furnished with information on appeal rights and procedures. Employees may request assistance from the Local representative in preparing a classification appeal.

Section 6. An employee has the right to file a classification appeal. An employee may file an appeal to show disagreement with the title, series or grade. The employee shall set forth in the appeal reasons why the classification is being questioned and what title, series or grade is considered appropriate. The reasons must be based on the application of classification standards. Questions concerning duty assignments should be directed to the supervisor and are not a basis for a classification appeal.

Section 7. Position classification standards are available for review in 45 MSS/DPCC by an employee or his/her representative; appointments must be made to review the standards.

## ARTICLE 21 APPRAISALS

Section 1. The Employer will conduct training; provide advice and assistance; maintain records; and ensure effective program operations.

Section 2. The supervisor will review the position description to insure the position is accurately described before job performance elements and standards are established. After giving the employee the opportunity to discuss his/her views, the supervisor will establish job performance elements and standards. All job performance elements and standards will be job related. If an employee disagrees with the job performance elements or standards established, he/she may discuss the area(s) of disagreement with the supervisor. If discussion does not resolve the area(s) of disagreement, he/she may request a discussion on the performance plan disagreement with the reviewing official.

Section 3. The supervisor will discuss the performance plan developed for the employee's position with the employee and furnish the employee a copy of the performance plan at the beginning of the appraisal period.

Section 4. If at any time during the appraisal period, an employee's performance is not satisfactory, the supervisor will advise the employee in a reasonable period of time and provide advice as to how to improve. The counseling by the supervisor will be sufficiently detailed to provide assistance to the employee in improving their performance. The counseling will be fully documented on the Supervisor's Employee Brief (AF Form 971). Employees are encouraged to seek advice and assistance concerning performance improvement during the appraisal period.

Section 5. At the end of the appraisal period, the supervisor assigns an overall performance rating. After discussion with the reviewing official and completion of a quality review procedure, the supervisor discusses the rating with the employee and furnishes the employee with a copy.

Section 6. If an employee is dissatisfied with the ratings, the employee may discuss the disagreement with the rating official, and if still dissatisfied the employee may raise the matter in accordance with the Grievance Procedure within this Memorandum of Agreement.

## ARTICLE 22 EMPLOYEE DEVELOPMENT

Section 1. The Employer agrees to make a reasonable effort to provide assistance to employees when there is a need for training that is related to the employee's officially assigned duties. Training directed by the Employer will be accomplished at the Employer's expense.

Section 2. The Employer agrees that if technological or other changes necessitate retraining programs for employees in the bargaining unit, the views of the Local will be obtained when developing the retraining plan(s). A reasonable effort will be made to utilize the skills and abilities of current employees.

Section 3. The Employer and the Local agree to encourage self-development among employees. Furthermore, employees are encouraged to submit an SF-172 to reflect training gained that is not otherwise documented in the employee's Official Personnel Folder (SF66).

Section 4. When an employee's experience and training preclude advancement, the employee may seek advice or career counseling in the Civilian Personnel Office.

ARTICLE 23  
EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and the Local agree to support Air Force policy that total personnel management must be accomplished in a manner that is free from discrimination and must provide equal opportunity and treatment for all employees regardless of their race, color, religion, age, sex, handicap, or national origin.

Section 2. The Local agrees to support management's efforts to maintain policies which will assure equal treatment to all employees within the bargaining unit without regard to age, sex, race, religion, color, handicap, or national origin.

Section 3. The Local agrees to support the Employer's efforts to utilize skills of employees including redesigning jobs where feasible to provide on-the-job training, work study programs and other training activities that will promote equal employment opportunity.

Section 4. The Employer agrees to recognize and appoint to the EEO Advisory Committee an employee representative from the Local, to serve at the will of the Commander as a special member of the Committee with all applicable rights and privileges.

Section 5. The Employer will consult the Local prior to implementing the EEO Affirmative Employment Plan, and consider the views of the Local when developing plans for Federal Women's Week, Black History Week, and similar events, through the Local's representative on the EEO Advisory Committee.

Section 6. Each party agrees to advise the other of EEO problems that may impact on employees in the bargaining unit as they surface and of which they are aware. The Employer and the Local will jointly seek solutions to such problems through personnel management procedures and programs provided in this Agreement and other pertinent regulations.

Section 7. A complainant has the right under the Agency EEO complaint procedure to be accompanied, represented and advised by a representative of his or her choice during any stage of the complaint proceedings, including the counseling stage. The representative must be designated by the complainant in writing and may be changed by written notification to the Chief EEO Counselor. Regulatory guidelines restricting employees who may not be employee representatives must be observed.

ARTICLE 24  
LOCALITY WAGE SURVEYS

Section 1. It is agreed and understood that provisions and regulations issued in the Federal Personnel Manual (FPM) on the Federal Wage System (FWS) and by the DOD Wage Fixing Authority (DODWFA) shall be adhered to by the parties to this Agreement.

Section 2. The Employer shall notify the Local promptly when advised by higher authority regarding the start of an official wage survey for the area.

Section 3. It is understood that employees in the unit who serve on a local Wage Survey Committee or as data collectors shall be considered as on an official assignment to the inter-agency function rather than on leave.

Section 4. It is agreed that the Local may submit requests for changes in the scheduled survey dates when significant industry wage trends have occurred in the survey area. Such requests shall be submitted to the Chairman of the Locality Wage Survey Committee for appropriate action.

Section 5. The Chairman of the Locality Wage Survey Committee, upon receipt of a new pay schedule for Wage Grade positions, will provide copies of pay schedule to Committee members, or their designees, prior to general distribution.

#### ARTICLE 25 HAZARDOUS AND ENVIRONMENTAL DIFFERENTIAL PAY

Employees working under conditions designated as hazardous by the Office of Personnel Management and Air Force regulations will be paid hazard pay or environmental differential pay unless the grade of the employee's position takes into account the severity of the hazardous working condition involved. The hazard or differential pay established by these regulations shall be paid during the period an employee is subjected to an unusually severe hazard or working condition which is not usually involved in carrying out the duties of the employee's position.

#### ARTICLE 26 CONDUCT AND DISCIPLINE

Section 1. Supervisors and operating officials will maintain an environment which generates good employee-management relations.

Section 2. Disciplinary actions must be fair, timely, for good cause, and consistent with applicable law, regulation and policy.

Section 3. Disciplinary actions will be used only as a corrective and/or rehabilitative measure to improve an employee's performance or conduct. Routine work corrections or assignments will not be considered as, or construed to be, disciplinary actions.

Section 4. Disciplinary actions are personal matters which will be accomplished confidentially.

Section 5. A discussion with an employee concerning conduct or performance will be entered on the Supervisor's Employee Brief (AF Form 971). If the employee refuses to initial, the supervisor will so note.

Section 6. The Employer and the Local agree to cooperate in discouraging managers and employees of the unit from making threatening, malicious, or coercive statements to or about either party directly or indirectly.

Section 7. For representative rights see ARTICLE 7, Use of Official Time by Officers and Stewards.

ARTICLE 27  
REDUCTION IN FORCE/TRANSFER OF FUNCTION

Section 1. The Employer agrees to notify the Local of proposed reductions in force as far in advance as practicable, giving the number of spaces lost, and the date action is to be taken, and other pertinent information as it becomes available.

Section 2. A reduction in force (RIF) occurs when the Employer releases an employee from his or her competitive level by separation, demotion, furlough for more than 30 days or reassignment requiring displacement when lack of work or funds, being above allowable personnel ceiling, reorganization, reclassification due to erosion of duties when such action will take effect after an agency has formally announced a reduction in force in the employee's competitive area and when the reduction in force will take effect within 180 days, or the need to make a place for a person exercising reemployment or restoration rights requires the Employer to release an employee.

Section 3. All reductions in force will be made in accordance with applicable laws and regulations.

Section 4. When the Employer is unable to offer the employee a position for which he/she qualifies, waiver of the qualifications for available vacant positions will be considered providing the employee has the capacity, adaptability and special skills required to do the work without undue interruption of the mission and the employee meets the minimum education requirements.

Section 5. The Local will be briefed immediately following management's briefing prior to reduction in force notices being delivered. The Local agrees to keep all information received at the briefing confidential until the affected employees are advised by management.

Section 6. When a reduction in force has been announced and retention registers have been prepared, the employee and/or the representative designated in writing will be given the opportunity to review any retention register which affects the employee's retention rights. If an employee files a grievance, a copy of any retention register containing information pertinent to the employee's retention rights will be provided to the employee or designated representative upon request.

Section 7. A transfer of function means the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, except when the function involved is virtually identical to functions already being performed in the other competitive area(s) affected; or the movement of the competitive area in which the function is performed to another commuting area.

Section 8. A competing employee who is identified for transfer has no right to transfer with a function unless the alternative is separation or downgrading in the competitive area losing the function. Employees in competitive areas with surplus employees caused by a transfer of function may volunteer to transfer in place of employees identified for transfer.

Section 9. Employees who refuse to transfer with their function may be separated through adverse action procedures or placed in a vacant position, if available. Employees separated under adverse action are subject to the provisions of Article 30, Section 4 of this Agreement.

## ARTICLE 28 TRAVEL

Section 1. Employees traveling on official business are expected to exercise the same care that a reasonable and prudent person would exercise if traveling on personal business. Unnecessary or unjustified delays, luxury accommodations, and circuitous routes in the performance of the mission are not normally considered acceptable as exercising prudence.

Section 2. Employees shall be notified of proposed temporary duty travel as far in advance as possible, normally not less than three to five workdays in advance.

Section 3. To the maximum extent practicable, temporary duty travel away from the official duty station will be scheduled during the employees basic workweek. When an employee is required to travel outside the regularly scheduled basic workweek under circumstances which make it noncompensable, the employer will record the reasons for ordering the travel on those days and furnish the employee a copy upon request. If an employee must travel on any of his or her off-duty days, the employee will be paid if authorized by applicable regulations.

Section 4. Employees scheduled for temporary duty travel may request an expense advance for the estimated per diem due for the temporary duty. An advance for estimated mileage allowance may also be requested when use of privately owned conveyance has been authorized. Such advances will be in accordance with applicable regulations.

Section 5. The use of privately owned conveyance may be authorized or approved for employees rendering service to the Government when engaged in official business. Travel by privately owned conveyance by owner or as a passenger may not be directed, but the use of such mode of transportation may be permitted when it is requested by the employee and when it is advantageous to the Government.

Section 6. Use of Government/commercial transportation at temporary duty location(s) for mission accomplishment in accordance with applicable regulations will be authorized.

Section 7. The Employer agrees to comply with AFR 90-9, Bachelor and Transient Quarters.

Section 8. For 45 MS/MAX employees with permanent duty station at CCAS only. Travel assignments (temporary duty) to remote work locations will be manned by volunteers, whenever possible, provided it results in a balance of skills and grade levels required by the nature of the temporary duty. If there are more qualified volunteers than required for desirable locations, selection of temporary duty personnel will be on an equitable rotational basis from among those volunteering. Employees will not be given the opportunity to volunteer until the equitable rotation has been completed among those employees initially volunteering. If there are insufficient volunteers in the skills and grades needed for the temporary duty, the selection of personnel for the temporary duty will be on an equitable rotational basis from among those who did not volunteer. Whenever possible, back-to-back temporary duty assignments will be avoided. Supervisors will maintain rosters reflecting days each employee spent on temporary duty to remote areas on a calendar year basis. New rosters will be established at the beginning of each calendar year reflecting the employee with the least number of temporary duty days at remote locations on the top of the list, and progressing to the employee having the greatest number of days. The roster will be made available to employees upon request.

#### ARTICLE 29 BENEFICIAL SUGGESTIONS

Section 1. The Local agrees to support and promote the Air Force Suggestion Program.

Section 2. All suggestions shall be evaluated promptly and fairly. The evaluation shall be based solely on the merit of the suggestion and the applicable regulations. Employees who believe that their suggestions have not been promptly or fairly evaluated shall present their comments with factual backup data for reconsideration to the Suggestion Program Office.

#### ARTICLE 30 GRIEVANCE PROCEDURE

Section 1. This article provides a procedure for the prompt and equitable settlement of grievances. This procedure for resolving grievances shall be the exclusive procedure available to employees, the Local and the Employer. Any party filing a grievance must be free to use this procedure without restraint, interference, coercion, discrimination or reprisal.

Section 2. A grievance is defined as any complaint:

- a. By an employee, concerning any matter which is personal to the employee and relates to employment of the employee,
- b. By the Local, concerning any matter relating to employment of the employee,
- c. By the Employer, the Local, or employee concerning the effect or interpretation, or a claim of breach of the collective bargaining agreement, or any claimed violation, misinterpretation or misapplication of any law, rule or regulation affecting conditions of employment.

Section 3. Actions involving the following matters will be excluded from coverage of the grievance procedure:

- a. Any claimed violation of Subchapter III of Chapter 73, Title 5 of the United States Code (relating to prohibited political activities),
- b. Retirement, life insurance, or health insurance,
- c. A suspension or removal under Section 7532, Title 5 of the United States Code (relating to national security),
- d. Any examination, certification, or appointment,
- e. The classification of any position which does not result in reduction in grade or pay of an employee,
- f. Nonselection for promotion from a group of properly ranked and certified candidates; failure to receive a noncompetitive promotion; nonselection for reassignment or detail,
- g. An action terminating a temporary promotion and returning an employee to the position from which he/she was temporarily promoted or to an equivalent position,
- h. Nonadoption of a suggestion or disapproval of a quality salary increase, performance award, or other kind of honorary or discretionary award,
- i. An action taken under the Fair Labor Standards Act,
- j. Termination of probationary employees; termination of VRA appointees during their first year of employment; termination of temporary employees,
- k. Any notices of proposed disciplinary or adverse action; any final decision on disciplinary or adverse actions until the effective date of the action.

Section 4. An aggrieved employee affected by discrimination, a removal or reduction in grade based on unacceptable performance, adverse action, or prohibited personnel practice as defined in Section 2302(b) (1) of Public Law 95-454 may raise the matter under a Statutory appeal procedure or this negotiated grievance procedure, but not both. An employee shall be deemed to have exercised this option at such time as the employee timely files an action under the applicable Statutory appeal procedure or timely files a grievance in writing under this negotiated grievance procedure.

Section 5. At any step of this procedure, a satisfactory settlement for the grievant will close the grievance.

Section 6. Questions as to whether or not a particular grievance is subject to the grievance procedure shall be referred as a threshold issue to an arbitrator for determination. A decision of an arbitrator may be subject to an appeal to the Federal Labor Relations Authority.

Section 7. The initiator of a grievance may terminate it by written notification to the other party. Failure of the initiating party to comply with time limits or to proceed with the grievance authorizes the other party to cancel the grievance. Failure to render a decision within stated time limits authorizes the initiator to advance the grievance to the next step. All time limits herein may be extended by mutual agreement. For this Article, a workday is defined as a Monday, Tuesday, Wednesday, Thursday or Friday, excluding holidays which are observed on any of those days.

Section 8. When presenting a grievance, an employee may represent himself/herself, or be represented by the Local, or by any representative selected by the employee and approved by the Local. Any designation of a representative must be in writing. Designation of a representative does not alleviate an employee's responsibility for complying with the time limits established in this Article.

Section 9 An employee will be granted a reasonable amount of time without loss of pay or charge to leave, if otherwise in a duty status, to prepare and present a grievance under this Article. The employee's representative will be granted a reasonable amount of official time to assist the employee in the preparation and presentation of his/her grievance if otherwise a duty status.

Section 10. Employees called as witnesses or to furnish information at any step of the grievance procedure will be on official time while serving in that capacity if otherwise in a pay status.

Section 11. Local grievances: A grievance must be presented within 10 workdays after the incident occurs or after the grieving party becomes aware of it. Local grievances are submitted in writing by the Local President to the Commander, Attention: Labor Relations Officer. The Commander or his/her designee will investigate the grievance and will give a written decision to the Local President within 10 workdays. A Local grievance will only concern an alleged management practice affecting employees in the bargaining unit and not a matter affecting one employee.

Section 12. Employer grievances: A grievance must be presented within 10 workdays after the incident occurs or after the grieving party becomes aware of it. Employer grievances are submitted in writing by the Commander or his/her designee to the Local President. The Local President will investigate the grievance and will give a written decision to the Commander or his/her designee within 10 workdays.

Section 13. Employee grievances: A grievance must be presented within 10 workdays after the incident occurs or after the grieving party becomes aware of it. If an employee representing himself/herself presents a grievance directly to the Employer for adjustment consistent with the terms of this Agreement, the Local will be given the opportunity to have an observer present without charge to leave if otherwise in a duty status when the Employer's decision is given to the grievant.

Step 1: a. An employee and/or designated representative who desires to file a grievance shall first orally present the matter by stating "I am grieving" to the employee's immediate supervisor, or to the second-level supervisor if the grievance concerns an act of the immediate supervisor. If the grievance is not within the jurisdiction of the first- or second-level supervisor, the grievant and/or his/her representative shall request a determination from 45 MSS/DPCE as to the appropriate management official to whom the grievance should be presented.

b. The grievance will include a clear description of the complaint, the remedy sought, and the name, address, and duty telephone number of any designated representative.

c. The supervisor will make a memo of the grievance, insuring that information in Step 1b above is included. The supervisor will give the employee or his/her representative, if any, a decision in writing within 10 workdays. The supervisor will forward a copy of the memo and his/her decision to 45 MSS/DPCE.

Step 2. If the employee is dissatisfied with the Step 1 decision, he/she may present the grievance in writing, within 10 workdays, through 45 MSS/DPCE for a decision by the next higher level official in the employee's chain of command at or above the Squadron Commander or equivalent level (for example, the Comptroller, or chief of a tenant organization). The determination of "the next higher level official" will be made by the Employer; and in no event will the processing result in forwarding a grievance above the highest local official in the employee's chain of command. The written grievance must contain a clear description of the complaint and the remedy being sought, an explanation of the effort made to resolve the complaint at Step 1, a clear and complete explanation of why the Step 1 decision is unacceptable, and the name, address and telephone number of any designated representative. No new issue(s) may be introduced by the grievant. A management advisor will make technical decisions and forward the grievance to the appropriate official for a written decision or return the grievance if it is not technically acceptable normally within 10 workdays. The deciding official will give his/her written decision to the employee or his/her representative, if any, within 10 workdays. This decision is final except where a timely filed request for arbitration is made under Section 14.

## Section 14.

a. If the Employer and Local fail to resolve any grievance processed under this procedure, the matter may be referred to arbitration by the Employer or the Local. To invoke arbitration, the requesting party must submit, in writing, its decision to the other party, as soon as practical, but not later than 10 workdays following the final decision of the other party.

b. The parties may jointly, or individually, submit a request to the Federal Mediation and Conciliation Service for a list of 5 impartial, qualified individuals, to serve as arbitrators.

c. The parties will meet within 10 workdays after receipt of the list. If they cannot agree on one of the listed arbitrators, the parties will strike one name from the list alternately until one name remains. The flip of a coin will determine which party strikes first. The remaining name on the list will be the duly selected arbitrator.

d. The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case in the event either party refuses to participate in the selection of an arbitrator or upon inaction or undue delay on the part of either party.

e. All arbitration costs shall be borne equally by the Employer and the Local. The cost of travel and per diem for the arbitrator will not exceed the maximum amount payable to Department of Defense employees under the provisions of the Joint Travel Regulations. The arbitration hearing will be held, if possible, on the Employer's premises during regular day- shift hours of the basic workweek. All participants in the hearing shall be in a pay status if otherwise in a duty status. The arbitration hearing will be conducted by oral presentations on behalf of both parties with post hearing briefs as desired by the parties individually. The arbitrator will render a decision on any matter presented as a threshold issue prior to proceeding with the hearing.

f. If the parties mutually agree on a verbatim transcript, the cost of such will be shared equally. If there is no mutual consent, either party may arrange for a verbatim transcript but that party shall bear the entire cost.

g. The arbitrator shall have no authority to alter, modify, amend, change or revise this Agreement or any supplemental agreement. The arbitrator will be requested to issue his/her written decision as quickly as possible, but in any event no later than 30 calendar days after the conclusion of the hearing unless the Parties mutually agree to extend the time limit. The decision of the arbitrator shall be binding on both Parties and any applicable employee. Any exception to the arbitrator's award must be filed in accordance with the rules and regulations of the Federal Labor Relations Authority.

ARTICLE 31  
UNION MANAGEMENT MEETINGS

Section 1. With mutual concurrence, representatives of the Employer and the Local will meet to consult on personnel policies, practices and matters affecting working conditions that have unit-wide or multi-organizational interest that requires the special attention of the Commander's representative and the Local President.

Section 2. The requesting party will submit an agenda of the item(s) to be discussed to the other party. The requesting party shall provide the general background of the problem(s). The agenda shall also include a listing of names of the representatives that the requesting party desires to have present at the meeting.

Section 3. When the parties have agreed to meet, the Employer will schedule the meeting and notify all agreed upon attendees. The Employer's representative will take minutes of the meeting and provide a copy to the Local.

ARTICLE 32  
UNFAIR LABOR PRACTICE CHARGES

The Local and the Employer agree that neither party will file an unfair labor practice charge against the other party until the charging party advises the other party and allows 30 calendar days for attempting resolution prior to filing an unfair labor practice charge. The charging party will advise the other party in writing indicating the specific action(s) alleged to be an unfair labor practice and the individual(s) alleged to have committed the action(s). Notification to the Employer will be made to the Labor Relations Officer in 45 MSS/DPCE. Notification to the Local will be made to the Local's President.

ARTICLE 33  
USE OF OFFICIAL FACILITIES

Section 1. The Employer agrees to provide the Local office space not exceeding 500 square feet. The Local agrees to reimburse the Government at a rental rate established and set forth by a leasing agreement, which is incorporated herein by reference, between the US Army District Engineer and the Local. The Local further agrees to:

- a. abide by and fully implement all conservation and similar programs which are applied to Government offices,
- b. reasonably control the use of the Local office to preclude employee abuse of official time,
- c. fully comply with the security requirements directed by competent authority,

- d. maintain commonly acceptable office decorum,
- e. maintain the cleanliness of the Local office and enforce fire regulations.

Section 2. The Employer and Local agree that the current leasing agreement which ends 22 May 1997 will be amended so that the monthly rate is \$150.00 per month (\$1800.00 per annum); this rate is to be effective the next quarterly billing period after this Memorandum of Agreement is approved by Headquarters AFSPACECOM. The Employer and Local also agree that, effective the same time and for the same duration, the amount the Local is being charged by the Employer for utilities will not exceed \$50.00 per month.

Section 3. The Employer agrees to provide one "Class C" telephone for the use of the Local. This telephone will be located in the Local's on-base office.

Section 4. The Local will be permitted to maintain their bulletin board on the hall wall of their office, at Local expense, in accordance with criteria established for other hallway bulletin boards.

Section 5. The Employer will provide one reserved parking space for use of the Local. This reserved parking space will be in the parking lot east of Building 425.

Section 6. The Local may request to use Base facilities subject to normal security, safety and housekeeping requirements. The Employer will consider each request based on demonstrated need and applicable regulations.

#### ARTICLE 34 CONVERSION OF CIVILIAN TO MILITARY POSITIONS

All conversions of civilian positions to military positions will be made in accordance with applicable regulations and directives.

#### ARTICLE 35 CONTRACTING OUT

Section 1. The Employer will notify the Local when a study is initiated to consider the contracting-out of work which is being performed by employees represented by the Local.

Section 2. Data developed during contracting-out studies may be requested in writing by the Local. The release of any requested data by the Employer will be in accordance with applicable laws and directives.

ARTICLE 36  
GENERAL PROVISIONS

Section 1. The Employer will provide the Local 300 copies of the Agreement for distribution to bargaining unit employees.

Section 2. The Employer, as part of the orientation of employees hired or rehired into a position in the unit, will inform them of the Local's exclusive recognition status and of their right to join or refrain from joining a labor organization.

Section 3. An employee may be excused by his/her supervisor for unavoidable tardiness or absence of less than one hour during a workday for justifiable reasons. Unauthorized absence during the workday also may be charged as absence without leave if the circumstances do not justify excusing the absence or approval of annual leave.

Section 4. a. Official bulletin boards will be made available to the Local for posting official union information. The material to be posted will be submitted to the Labor Relations Officer, 45 MSS/DPCE, for review prior to posting. The Local will post the information.

b. Where employees at Kennedy Space Center and Cape Canaveral Air Force Station do not have routine access to an official bulletin board, the Local may post the Employer's letter listing Union officials, and notices of Union meetings, on other than official bulletin boards with the concurrence of Management in the area of the bulletin boards.

Section 5. The Employer will furnish the Local a copy of future Air Force 40-series regulations and Air Force supplements to the Federal Personnel Manual.

Section 6. The Local will furnish the Employer, Attn: Labor Relations Officer, copies of AFGE National Office Publications.

Section 7. Upon written request of the Local, no more than twice a year or in the event of a major reorganization impacting the bargaining units, the Employer will furnish the Local with a list of the names, position titles, grades, and organizations of unit employees under Employer's jurisdiction.

ARTICLE 37  
PAYROLL DEDUCTION OF UNION DUES

Section 1. Any employee in the unit who is a member in good standing of the Local may authorize an allotment of pay for the payment of union dues for such membership provided:

a. The employee has voluntarily completed a request for such allotment of his/her pay.

b. The employee regularly receives a normal amount of pay on the regularly scheduled paydays of the Base and such pay is sufficient to cover the full amount of the allotment after other legal deductions have been made.

c. The employee will not have more than one current allotment for the payment of dues to an employee organization.

Section 2. The Local agrees to purchase and distribute to its members the prescribed allotment form (Standard Form 1187), to certify the amount of the dues collection, and to inform and educate its members on the program for the payment of dues. An allotment may be submitted by a member of the unit, through the Local to the Labor Relations Officer, 45 MSS/DPCE, at any time; however, the SF 1187 must be received in the Civilian Pay Office no later than 1200 hours on the last Wednesday preceding the beginning of the pay period during which the initial deduction of dues is to be made.

Section 3. An allotment will be terminated:

a. When the employee leaves the unit as a result of any type of separation, transfer, or other personnel action (except detail).

b. Upon loss of exclusive recognition by the Local.

c. Upon receipt of notice from the Local that the employee is no longer a member in good standing due to suspension or expulsion.

d. When the Agreement is suspended or terminated by appropriate authority outside the Department of Defense.

Section 4. The effective date of termination of a dues withholding allotment which is not at the request of the employee, will be the beginning of the first pay period following the date of the action which requires the termination of the allotment. The Local agrees to promptly notify the Civilian Pay Office when a member who has authorized dues withholding is suspended or expelled from the organization. Such notice will be given within three (3) workdays from the date of suspension or expulsion.

Section 5. The Employer agrees to maintain in the Civilian Pay Office a supply of allotment revocation forms (Standard Form 1188). These forms will be available to employees on request.

Section 6. An employee may revoke the dues withholding allotment by submitting a completed Standard Form 1188 or other written notice directly to the Civilian Payroll Office. If the notice is received within the first year of the dues withholding allotment, the effective date of the revocation will be the beginning of the next pay period after that first year. If the notice is received after the first year of the dues withholding allotment, the effective date of the revocation will be the pay period on or after the next 1 September.

ARTICLE 38  
DURATION

Section 1. The provisions of this Agreement shall become effective on the approval by Headquarters Air Force Space Command (AFSPACECOM) whose review and approval will be in accordance with Section 7114 of PL 95-454. This Agreement shall remain in effect for a period of time not to exceed three (3) years from the date it is signed by the Employer and the Local. During the 30-day period immediately prior to the expiration of the first 24 months of the Agreement, either party may give written notice to the other party of its desire to reopen and amend or modify this Agreement. The party submitting the request will submit in writing the proposals it wishes to negotiate. If no proposals are submitted/received during this 30-day period, the Agreement will not be reopened. Any resultant provisions mutually agreed upon and approved by Headquarters AFSPACECOM shall remain in effect for the remainder of the life of the original Agreement.

Section 2. Either party may give written notice to the other party not more than one hundred and five (105), nor less than sixty (60) days prior to the three (3) year expiration date for the purpose of renegotiating or terminating this Agreement. If neither party serves notice to renegotiate or terminate this Agreement, the Agreement shall be automatically renewed for an additional period of three (3) years subject to then-existing Executive Orders, laws, rules, regulations, and other provisions of this Article.

Section 3. It is understood that this Agreement will terminate at such time as it is determined that Local 2568 is no longer entitled to exclusive recognition under PL 95-454, or other laws or rules which have been enacted to govern labor-management relations in the Federal service.

Section 4. The waiver or breach of any condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

AUTHENTICATION

Signed this 20th day of November, 1992.

FOR THE LOCAL:

  
President, AFGE Local 2568  
Patrick AFB, Florida

FOR THE EMPLOYER:

  
Brigadier General, USAF  
Commander, 45th Space Wing  
Patrick AFB, Florida

HQ AFSPACECOM/DPC

2 December 1992

APPROVED: No exceptions to regulations are intended or included.

  
Director of Civilian Personnel

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APPENDIX 1

REPRESENTATIONAL TIME			
NAME (Union official)		DATE	
PURPOSE OF ABSENCE FROM WORKSITE <input type="checkbox"/> NEGOTIATIONS <input type="checkbox"/> ON-GOING LABOR MANAGEMENT RELATIONS <input type="checkbox"/> GRIEVANCE OR APPEAL .		DESTINATION (Bldg or area, office symbol if known)	
TIME DEPARTED OFFICE/WORKSITE	SUPVR INIT	TIME ARRIVED BACK IN OFFICE/WORKSITE	SUPVR INIT
REMARKS			

Points of Contact:

Labor Relations Officer and  
Personnel Management Advisors

In

[REDACTED]

[REDACTED]

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NOTES