

MEMORANDUM OF LOCAL AGREEMENT
BETWEEN
POPE AIR FORCE BASE, LABOR RELATIONS OFFICER
AND
AFGE LOCAL 1770, VICE PRESIDENT
CONCERNING
MODIFICATION OF GRIEVANCE PROCESS, DEFINITION OF UNIT, AND NAME
CHANGE OF POPE AFB
COVERING APPROPRIATED FUND EMPLOYEES

PURPOSE

The purpose of this local Memorandum of Agreement (MOA/Agreement) is to address changes in timelines of the grievance and arbitration process, Article 33 and 34, in part, in an effort to provide clarification of rights, obligations and procedures not fully addressed in the current MOA between Pope AFB, North Carolina & AFGE Local 2354, initially signed on 11 Apr 03 and rolled over in 2006 to 2009. Additionally, this local Agreement addresses a minor modification to the definition of unit and references of Pope AFB throughout the existing MOA as a result of the Base Realignment and Closure mandate whereby Pope AFB will no longer be in existence as of 1 Mar 11. If there are conflicts between the provisions of the MOA signed on 11 Apr 03 and this local MOA/Agreement, the provisions of this agreement will take precedence.

ARTICLE 2 – DEFINION OF UNIT

Article 2 of the current MOA dated 11 Apr 03, is amended-modified, and shall be replaced with the following language.

The unit to which this Agreement is applicable is composed of all General Schedule and Federal Wage System Air Force Employees of Pope Air Force Base, North Carolina; excluding all professional employees, management officials, supervisors (as defined in Executive Order 11491, as amended) and employees engaged in Federal Personnel work in other than a purely clerical capacity. As of 1 Mar 11, Pope Air Force Base will cease to exist and will be more commonly known as Pope Field and or Pope Army Air Field, as such the unit to which this Agreement will remain applicable will be all Air Force assigned General Schedule and Federal Wage System Air Force employees working on Pope Field and or Pope Army Air Field, North Carolina; excluding all professional employees, management officials, supervisors (as defined in

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Executive Order 11491, as amended) and employees engaged in Federal Personnel work in other than a purely clerical capacity.

ARTICLE 33 – GRIEVANCE PROCEDURE

Article 33, is amended-modified in part, and shall be replaced in part, with the following terms and conditions in accordance with this local Agreement; there are no other changes or revisions to Article 33 separate from what is identified below and all other paragraphs of Article 33 remain in effect as written in the current MOA dated 11 Apr 03.

3. Question of Grievability: In the event either party should declare a grievance, non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. The Employer agrees to raise any question of grievability or arbitrability of a grievance prior to the time limit for the written answer in Step 1 of the procedures described in paragraph 7 and Step 3 of the procedure described in paragraph 8. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

7. The grievant or Union representative on behalf of the grievant must submit, in writing, any and all grievance(s) involving an adverse action, a removal or reduction in grade based on unacceptable performance to the Pope Air Force Base Civilian Personnel Officer or Pope Air Force Base Labor Relations Officer (hereinafter, Employer Personnel Representative). The grievant or Union representative must raise their grievance within thirty (30) calendar days of the effective date of action or issue giving rise to the grievance.

Step 1 – Any complaint which involves an adverse action, a removal or reduction in grade based on unacceptable performance shall first be presented in writing by the concerned grievant or the designated Union representative to the respective 43d Airlift Group Commander or his or her designee if authority has been delegated, or in cases where the grievant does not fall under the 43d Airlift Group to the respective Wing Commander of the local Air Force Civilian Personnel Office operating on Pope AFB, or his or her designee if authority has been delegated, who will serve as the Step 1 deciding management official. The Step 1 deciding official will hold a Step 1 meeting with the grievant and the Step 1 deciding management official within thirty (30) calendar days after receipt of the written grievance. The Step 1 deciding management official or designee, Employer Personnel Representative or designee, aggrieved employee and or designated Union representative will meet and discuss the grievance. A written decision will be sent through the Union, to the aggrieved employee within fourteen (14) calendar days after the Step 1 meeting. The written decision will be considered the final decision of the Employer.

Step 2- If the matter is not satisfactorily settled at Step 1, the Union can invoke arbitration within 30 days of receipt of the Employer's decision at Step 1, in accordance with Article 34 of the current MOA dated 11 Apr 03.

8. Most grievances arise from misunderstandings which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and Union agree that every effort will be made by management official, the Union and grievant(s) to settle grievances at the lowest possible level. The grievant or Union Representative on behalf of the grievant must submit any and all grievance(s) to the Pope Air Force Base Civilian Personnel Officer or Pope Air Force Base Labor Relations Officer (hereinafter, Employer Personnel Representative). Except for claims of continuing violations, the employee must raise their grievance within thirty (30) calendar days of the issue or action giving rise to the grievance.

Step 1 - The Employer will hold a Step 1 meeting with the grievant within fourteen (14) calendar days after receipt of the written grievance with the first line supervisor, who is the Step 1 deciding management official. The Step 1 deciding management official, Employer Personnel Representative, aggrieved employee and or Union representative will meet and discuss the grievance. A written decision will be sent through the Union to the aggrieved employee no later than fourteen (14) calendar days after the Step 1 meeting occurs. If the Union does not consider the grievance resolved, upon receiving the Step 1 decision, the Union will provide a written request for a Step 2 meeting with the Step 2 deciding official no later than fourteen (14) days after receipt of the Step 1 decision.

Step 2- The Employer will hold a Step 2 meeting with the grievant and the Step 2 deciding management official, who is the employee's squadron commander, operating official, or next line supervisor, no later than fourteen (14) calendar days after receiving the employee's or Union's written request for a Step 2 meeting. The Step 2 deciding management official, Employer Personnel Representative, aggrieved employee and/or Union representative will meet and discuss the grievance. A written decision will be sent through the Union to the aggrieved employee no later than fourteen (14) calendar days after the Step 2 meeting occurs. If the Union does not consider the grievance resolved, upon receiving the Step 2 decision, the Union will provide a written request for a Step 3 meeting with the Step 3 deciding official no later than fourteen (14) calendar days after receipt of the Step 2 decision.

Step 3 – The Employer will hold a Step 3 meeting with the grievant and the Step 3 deciding management official, whose is the respective 43d Airlift Group Commander, or his or her designee if authority has been delegated, of the grievant, or in cases where the grievant does not fall under the 43d Airlift Group to the respective Wing Commander of the local Air Force Civilian Personnel Office operating on Pope AFB, or his or her designee if authority has been delegated, no later than thirty (30) calendar days after the receipt of the grievant or Union's request for a Step 3 meeting. The Step 3 deciding management official or designee, Employer Personnel Representative, aggrieved employee and or Union Representative will meet and discuss the grievance. A written decision will be sent through the Union to the aggrieved employee no later than fourteen (14) calendar days after the Step 3 meeting occurs and will be considered the final decision of the Employer.

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Step 4 - If the grievance is not satisfactorily settled at Step 3, the Union or Employer may refer the matter to arbitration in accordance with Article 34 of the current MOA dated 11 Apr 03.

9. All time limits of this Article may be extended by mutual consent of the parties.

ARTICLE 34 – ARBITRATION

1. If the employer and the union fail to settle any grievances processed under the negotiated grievance procedure, such grievance upon written request by the Employer or the Union within thirty (30) working days after issuance of the final decision shall be submitted to arbitration.
2. Within twenty-one (21) calendar days from the date of the request or arbitration, either party shall request the Federal Mediation and Conciliation Service to provide a list of 5 impartial persons qualified to act as arbitrators. The parties shall meet with fourteen (14) calendar days after receipt of such list in an attempt to agree upon an arbitrator. If they cannot mutually agree upon one of the listed arbitrators, each party -- beginning with the party chosen by the lot -- shall strike one name in turn from the list; the name remaining after each party has struck two shall be the arbitrator.
3. The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to the hear the case in the event:
 - a. Either party refuses to participate in the selection of an arbitrator or:
 - b. Upon inaction or undue delay on the party of either party.
4. 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. The arbitrator will decide only the issue or issues before him and has no authority to change, modify, alter, delete, or add to the provisions of this Agreement.
5. The arbitrator's fee and the expenses of the arbitration, if any, shall be borne equally by the Employer and the Union. The arbitration hearing will be held on the Employer's premises and to the maximum extent possible during the Pope AFB regular tour of duty. The use of official time for participants in the arbitration hearing will be based upon the facts and circumstances in each individual case. It shall be granted and used consistent with the terms of this Agreement.
6. The arbitrator will be requested to render his decision as quickly as possible, but in any event, not later than 30 days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

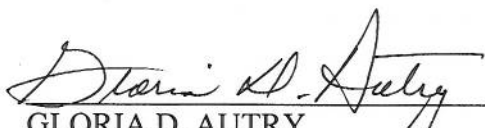
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7. The arbitrator's award shall be binding on the parties unless there is an arbitration exception filed and upheld in accordance with the Labor Statute, Title 5, U.S.C. 7122.
8. Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.
9. Absent a negative arbitrator's decision upon the arbitrability of a grievance, the arbitrator shall hear arguments regarding both the arbitrability and the merits of the case at the same hearing. However, the parties may mutually agree otherwise.
10. All time limits of this Article may be extended by mutual consent of the parties.

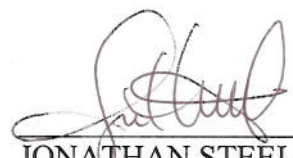
LIFE OF AGREEMENT – CHANGES

1. The effective date of this local Agreement shall be the date of the last signing party.
2. This local Agreement will remain in effect until rescinded in full or in part by mutual agreement or the current MOA dated 11 Apr 03, is renegotiated and signed into effect. Should this local Agreement be rescinded, in full or in part, then those provisions and Articles as set forth in the current MOA dated 11 Apr 03, as modified by this local Agreement, will resume in full effect.
3. As of 1 Mar 11, Pope AFB will no longer exist in its current capacity and will cease to be an Installation. Therefore, as of 1 Mar 11, all references to Pope AFB in the current MOA, dated 11 Apr 03 and this local Agreement, will be modified by replacing "Pope Air Force Base" with "Pope Field and or Pope Army Air Field." This provision is intended to supplement and be incorporated into Article 35-LIFE OF AGREEMENT-CHANGES of the current MOA dated 11 Apr 03.
4. There is no other agreed to changes, revisions or modifications to the current MOA, dated 11 Apr 03, separate from what is addressed and agreed upon in this local Agreement.



GLORIA D. AUTRY
Labor Relations Officer, Pope AFB, NC

Date: 28 Feb 2011



JONATHAN STEELE
President, AFGE Local 1770

Date: 28 FEB 11

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