

MEMORANDUM OF AGREEMENT

BETWEEN MOODY AIR FORCE BASE, GEORGIA

AND LOCAL F-118

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
MAY 2000

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PREAMBLE

THIS AGREEMENT is made by and between the Commander, Moody Air Force Base, Georgia, hereinafter referred to as the “**EMPLOYER**” and the International Association of Fire Fighters (IAFF), Local F-118, hereinafter referred to as the “**UNION**”, herein after collectively referred to as the “**PARTIES**”. *Whenever language in this AGREEMENT refers to specific duties or responsibilities of specific employee(s) or management officials or representatives, it is intended only to provide a guide as to how the situation may be handled. It is agreed by the Parties that the Employer retains the right to assign work and to determine who will perform the function(s) assigned.* The parties agree, that whenever the masculine terms “**he**”, “**his**”, or “**him**” are used, they are meant to include both genders.

WITNESSETH

WHEREAS, the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment; and

WHEREAS, the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government; and

WHEREAS, this Agreement should be interpreted in a manner consistent with the requirement of an effective and efficient Government;

SUPPORT OF COMMON GOALS

The Parties agree to support, affirmatively and positively, the following major goals common to the Employer and the Union; provision for participation by employees in formulating and implementing personnel policies and practices affecting the conditions of employment; safeguarding of employee health and safety; developing and using employee skills; promoting work attendance; improving the utilization of time and materials; promoting the principles of equal employment opportunity; improving the labor-management relationships in dealing between employees, the Union and the Employer in the conduct of public service as specified in this collective bargaining agreement.

NOW THEREFORE, the parties hereto agree within the intent, spirit and meaning of **P.L. 95-454**, the Civil Service Reform Act of 1978, hereinafter referred to as the “**ACT**” and/or the “**STATUTE**” as follows:

ARTICLE 1

UNIT

Section 1. The Employer recognizes the Union as the exclusive bargaining representative for all of its employees as defined in Section 2 below, as set forth in the letter according exclusive recognition dated 13 January 1966 and the Federal Labor Relations Authority's Clarification of Unit order dated 1 April 1999. The Union accepts the responsibility in good faith and agrees to represent the interests of all eligible employees in the Unit, without discrimination and without regard to membership in the Union.

Section 2. The Unit to which this Agreement is applicable is made up of all GS employees of the Department of the Air Force, 347th Support Group, Civil Engineering Squadron, Fire Protection Flight, Moody Air Force Base, Georgia. Excluded are all professional employees, management officials, supervisors, the Assistant Chief for Training, Fire Protection Specialist, GS-0081-10, and employees described in 5 USC 7112(b)(2), (3), (4), (6) and (7).

ARTICLE 2

LEGAL AND REGULATORY REQUIREMENT

Section 1. It is agreed and understood that in the administration of all matters covered by this agreement and any supplemental agreement(s), the Employer, the Union, and unit employees are governed by existing laws, future laws and existing or future regulations of appropriate authorities, such as Comptroller General Decisions, Office of Management and Budget Issuances, Office of Personnel Management policies, NFPA and OSHA Standards, the Department of Defense policies and instructions, the Department of the Air Force's policies and instructions, Moody AFB's policies and regulations, and Moody AFB's Fire Department policies and Operating Instructions (OI).

Section 2. The Employer will furnish the Union the Internet site for all current DoD, USAF, and Moody AFB instructions and regulations or laws which involve personnel policies and/or practices and/or matters affecting working conditions of unit employees. If the Union is unable to obtain the required document from the Internet site, the Employer will furnish a copy of the information, provided the Union submits a specific written request to the Employer.

ARTICLE 3

UNION-MANAGEMENT RELATIONSHIP

Section 1. The Employer agrees to recognize officials of the IAFF National Office and local elected officers/stewards of the Union. The Union agrees to furnish the Employer, to be updated annually, or as needed, a list of representatives for IAFF, Local F-118.

Section 2. The Union is entitled to act for, and negotiate collective bargaining agreements covering all employees in the unit. The Union is responsible for representing the interests of all employees in the unit without discrimination and without regard to labor organization membership.

Section 3. The Union shall be given the opportunity to be represented at:

a. Any formal discussion between one or more representatives of the Employer and one or more employees in the bargaining unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or

b. Any examination of an employee in the bargaining unit by a representative of the Employer in connection with an investigation if:

(1) The employee reasonably believes that the examination may result in the disciplinary action against the employee; and

(2) The employee requests representation.

Section 4. Official Time. In accordance with 5 USC 7131, official time is to be used for conducting official representational duties and responsibilities of the Union. The Employer agrees to authorize a reasonable amount of time for these representational purposes during the employee's tour of duty consistent with workload requirements.

a. When a designated Union representative desires to use official time during work hours, that representative must first report to and obtain permission from the on-duty supervisor, identifying the general nature of the function to be performed, destination on base, and the estimated duration, etc. If the supervisor denies the request based on workload or other job related reasons, the supervisor will release the Union representative at the first opportunity.

b. Official time is not authorized for such activities as solicitation of membership, collection of employee's dues, campaigning for offices, distribution of literature, or other matters pertaining to the internal business of the Union. Such internal Union business must be accomplished during non-duty time.

c. Any disputes regarding excessive use and/or abuse of this section will be brought to the attention of the local union President for resolution. If the Parties are

unable to resolve these concerns, the Employer may raise their concerns through the negotiated grievance procedure or any other statutory form available.

Section 5. Installation Admittance of Union Officials. The Employer agrees that officials of the Union or National Officers who are not employees of Moody AFB or the Federal Government, will be admitted to the installation upon request to the Employer by the Union in accordance with the installation security regulations. Whenever possible, the Union shall inform the Civilian Personnel Office that such a visit is desired at least seven (7) calendar days prior to the visit in order that admittance may be arranged in advance.

Section 6. Office Space. The Employer agrees to provide office space to the Union for the purpose of conducting authorized Union business pertaining to Moody AFB. The existing space located within the Base Fire Department will be kept for Union use. Furniture and equipment now supplied by the Employer will be replaced as needed.

Section 7. New Employee Orientation. The Employer agrees to allow a Union representative to explain the Union's status as exclusive representative to new employees of the unit. The Employer will also advise him that he is included in the bargaining unit represented by IAFF, Local F-118, during the new employee orientation and will make a copy of the current bargaining agreement available to the new employee.

Section 8. Committees. The Employer agrees to consider Union representation on any standing Moody AFB committee involving the mutual interests of bargaining unit employees and the activity. Such consideration shall be given upon written request of the Union for specific committee membership.

Section 9. Informal Complaint Process. This section sets forth the procedures for processing complaints to Agencies other than Moody AFB, before such complaints are formally filed. The expressed intent of the Parties is to facilitate informal discussion concerning alleged complaints and to enhance the possibility of informal resolution. To this end, the Parties agree to the following informal process:

a. Should either party believe that the other party has committed an Unfair Labor Practice (ULP) and/or other action that may warrant the filing of a complaint with an outside Agency, that party shall serve written notice of the alleged violation(s) upon the other party. The written notification will include a clear and concise statement of the facts constituting the alleged complaint, including the time and place of the occurrence of the particular acts, alleged violation(s) of any law, rule, and/or regulations and any other supporting documentation alleged to have been violated. The party so served shall have seven (7) calendar days from the date the informal complaint was received to investigate the matter. A meeting of the parties will be held to review the results of the investigation. If the matter is not resolved locally within twenty-one (21) days of its receipt, the charging party may proceed to file the complaint with the appropriate Agency.

b. For the purpose of this article, service will be made to the Civilian Personnel Officer or the Union President, personally or by registered mail, return receipt requested.

ARTICLE 4

MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATION

Section 1. It is agreed and understood that matters appropriate for consultation and negotiation between the parties are personnel policies and practices and matters affecting general working conditions of employees in the unit which are within the discretion of the Employer that include, but are not limited to, such matters as safety, training, labor-management cooperation, employee services, methods of adjusting grievances and appeals, granting leave, promotion plans, demotion practices, pay procedures, reduction-in-force practices, and hours of work. Such negotiations will be in accordance with the requirements of the Statute and this agreement. The Employer will not unilaterally change any provision of an existing agreement without affording the Union the opportunity to bargain concerning the change and/or the impact and implementation of the change to the extent consistent with law and regulation. Before implementation, the Employer will provide the Union an opportunity to request Impact and Implementation and/or Negotiations, as defined by 5 USC 7106, of any new instructions, policies or practices which are determined necessary by the Employer, except in emergency situations.

Section 2. Nothing in this Agreement will preclude the Employer and the Union from negotiating, at the election of the Employer:

a. On the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

b. Procedures which the Employer will observe in exercising any authority under this Agreement; or

c. Appropriate arrangements for employees adversely affected by the exercise of any authority by the Employer.

The Parties agree that these provisions can be addressed in an established Partnership Agreement.

Section 3. The point of contact for the purpose of consulting and/or negotiating on any issue regarding the administration or application of the Agreement shall be the duly elected President or his designated representative for the Union and the Civilian Personnel Officer and/or his designated representative for the Employer.

Section 4. Established past practices currently in effect at the time of this agreement which are not addressed in this agreement will continue during the term of this agreement unless changed through the negotiation process.

Section 5. For the purpose of this Agreement, consultation is defined as any dialogue, either written or oral, between the Parties regarding conditions of employment and unlike negotiations, does not require a mutually acceptable compromise or agreement between the Parties. It constitutes an exchange of views and/or ideas to be considered in proposed management policy changes. The Employer agrees to accept such views and ideas, upon request of the Union, when proposing changes to matters that are excluded from negotiation from Section 2 of this article. When consultation occurs, the Employer agrees to give bonafide consideration to the views that were presented by the Union when finalizing their position.

Section 6. For the purpose of this Agreement, negotiation is defined as bilateral exploration and exchange of views in a good faith effort to reach agreement and reducing to writing any mutual agreement reached. Consistent with existing laws and regulations, it is understood by the Parties that, if negotiations involve an existing or newly proposed policy, the status quo shall remain in effect until the time that the negotiation process is completed, except in emergency situations.

Section 7. The Employer agrees that both shifts within the Fire Protection Flight will be operated under the same procedures, for the effective operation of the Fire Department.

Section 8. Management agrees to provide written notice to the Union when changes to agency/local policies, OIs, or regulations are proposed/developed, as well as the proposed implementation date. The Union will have ten (10) calendar days to make a written request to bargain or consult on the changes. The Employer agrees not to implement the changes until the Union has an opportunity to respond and/or request to conduct I & I bargaining on the proposed issue(s). Absent this response from the Union, the Employer may affect the proposed change(s).

ARTICLE 5

RIGHTS OF THE EMPLOYER

Section 1. In accordance with the Statute, nothing in the Agreement shall affect the authority of the Employer

a. To determine the mission, budget, organization, number of employees, and internal security practices of the agency.

(1) To hire, assign, direct, lay-off, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees.

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

(3) With respect to filling positions, to make selections for appointments from

(a) Among properly ranked and certified candidates for promotion;

or

(b) Any other appropriate source; and

(4) To take whatever actions may be necessary to carry out the mission of the U.S. Air Force during emergencies.

ARTICLE 6

RIGHTS OF THE EMPLOYEE

Section 1. Each unit employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under 5 USC, Chapter 71, such right includes the right:

a. 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.

b. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under 5 USC, Chapter 71.

c. To consult and/or meet with a Union Representative and be represented by the Union. The Employer agrees to authorize a reasonable amount of time to allow for such consultations and meetings during the Employee's regular working hours consistent with workload requirements.

Section 2. Any employee has the right, regardless of Union membership, to bring matters of personal concern to the attention of officials at the lowest supervisory level in the Fire Protection Flight with the authority to resolve the concern.

Section 3. Employees may have a Union representative present during an examination by an agency representative in connection with an investigation if (1) the employee reasonably believes the investigation may result in disciplinary action, and (2) The employee requests such representation. Bargaining Unit employees will be notified at least annually of their right to representation during investigatory examinations. In all instances where disciplinary action is taken, the employee shall be notified of his grievance and appeal rights through the applicable procedures.

Section 4. Employee Personnel Records.

a. The contents of the employee’s electronic personnel file shall be made available to him or his designated representative upon written request. Such disclosure shall be in accordance with the requirements of applicable laws, rules, regulations and instructions. The designated representative shall view the personnel file only in the presence of the individual authorized access to the automated record.

b. An employee’s AF Form 971 will be protected from unauthorized disclosure. Both parties recognize there may be a need to release this information in the process of resolving grievances, Merit Systems Protection Board hearings, and other formal administrative proceedings.

Section 5. Nothing in this agreement shall require an employee to become or remain a member of a labor organization or to pay money to the organization unless the employee has completed a voluntary written authorization for the payment of dues through payroll deductions.

Section 6. The Union agrees to accept all eligible employees as members without discrimination as to race, color, religion, age, sex, disability or national origin.

Section 7. The Employer and the Union agree to cooperate in providing equal employment opportunities for all persons; to prohibit discrimination because of age, race, color, religion, sex, national origin, or handicapping condition; and to promote the full realization of equal employment opportunity. The Employer and the Union will conduct a continuing effort to eradicate prejudice on the basis described in this section in implementing personnel policies, practices and matters affecting working conditions.

ARTICLE 7

POSITION AND PAY MANAGEMENT

Section 1. It is agreed that the position classification program will be conducted within the guidelines issued and authority delegated by the Office of Personnel Management. The Employer agrees to maintain current and accurate Standard Core Personnel Documents (SCPD) for all positions in the Unit that reflect local work situations/requirements, in accordance with existing instructions. Pursuant to these

governing instructions, the Parties recognize that the use of SCPDs is mandatory. However, the parties also recognize that an SCPD may be revised to meet local needs.

Section 2. The Employer agrees that each employee will be provided a copy of his official SCPD and any amendment(s) thereto. If changes are made to the official SCPD, the Employer's representative shall discuss the changes with the affected employee. Prior to meeting with the affected bargaining unit employees, the Employer agrees to notify the Union pursuant to Article 4 of this Agreement regarding the changes to SCPDs of Unit employees. A copy of the amended SCPD will be provided to the Union and the affected employee(s) after it has been classified.

Section 3. If a Unit employee believes that his SCPD does not properly describe the duties he is performing, he has the right to request, through his supervisor, that his SCPD be reviewed. If a satisfactory resolution of his complaint is not reached, the employee may grieve the accuracy of the SCPD through the negotiated grievance procedure. It is understood that if the grievance goes to arbitration the arbitrator may not classify the position or interfere with management's right to assign work.

Section 4. If a Unit employee believes that the classification (title, series, or grade) of his position is in error, upon request, the employee will be furnished information on appeal rights and the procedures for filing an appeal. The Employer will also furnish the employee (appellant) with a copy of any forwarding letter or endorsement together with copies of all material furnished to the appellate authority. The employee may appeal with the assistance of a representative designated in writing. The employee and his representative shall be granted a reasonable amount of official time to prepare his appeal and will be assured freedom from restraint, interference, coercion, or reprisal in submitting his appeal. Classification appeals shall not be processed under the negotiated grievance procedure.

Section 5. It is agreed and understood that an SCPD is a written statement of the duties and responsibilities assigned by the Employer to a position that defines the kinds and range of duties an employee may expect to perform during the time he remains in the position. The SCPD is not in itself an assignment of work. The phrase "other duties as assigned" that may appear in an SCPD shall refer to duties or assignments reasonably related to the employee's line of work and shall not normally exceed ten percent of the total duties and responsibilities of the position. It is understood that this doesn't interfere with management's right to assign work.

ARTICLE 8

LEAVE POLICIES

Section 1. Annual Leave. Annual leave will be administered in accordance with applicable laws, regulations and this article.

a. It is understood that the knowledge, skills and abilities of the employee and the needs of the fire service shall be considered by the appropriate supervisor when making a determination that the employee's services can/cannot be spared in connection with a request for annual leave. The Employer agrees to make a reasonable effort to schedule and to approve requested annual leave in such a manner throughout the leave year so that no employee will forfeit leave.

b. **Vacation Annual Leave Procedures.** Subject to the approval of the leave-granting supervisor of each section and providing working conditions permit, where several employees request annual leave exceeding 48 hours during the same period, the section supervisor will grant the leave to the senior employee using the official service computation date to determine seniority. When leave has been approved on Standard Form 71 (SF-71) by the leave-granting authority, it may only be cancelled due to working conditions or withdrawn at the request of the employee. Except in emergency circumstances, scheduled leave during the period 1 June through 31 August will be limited to sixteen (16) consecutive calendar days. In the event it is necessary to disapprove or cancel a request for leave, the supervisor will explain the reason(s) for his action to the employee.

c. **Unscheduled Annual Leave Procedures.** Requests for unscheduled annual leave, i.e., other than scheduled vacation leave periods, shall normally be submitted as soon as the need for leave becomes known to the employee. Such leave for bargaining unit employees will be scheduled on a first come, first served basis; however, if multiple requests are received simultaneously, the employee having seniority (as defined in Section b above) will receive preference. The leave-approving official will consider workload and availability of properly trained employees when determining if unscheduled leave is approved.

d. **Emergency Annual Leave.** Every bargaining unit employee is responsible for maintaining regular work attendance and for properly requesting leave when emergency circumstances arise. When an emergency necessitates an employee's absence, which could not be scheduled in advance, the employee shall normally notify the on-duty supervisor of the circumstances requiring his absence at least thirty (30) minutes prior to the start of his scheduled shift. If the absence extends beyond one workday, the employee shall keep the on-duty supervisor informed of the situation and probable date of return to work. The final determination concerning approval of emergency annual leave rests with the supervisor.

e. **Lump-Sum Annual Leave Payments.** Pursuant to 5 U.S.C. 5551, the Employer agrees that unit employees processing for retirement that are eligible for lump-sum annual leave payments will receive annual leave lump-sum payment that is equal to the pay the unit employee would have received had he remained in the federal fire service until expiration of the period of annual leave.

Section 2. Sick Leave. Sick leave shall be earned and administered in accordance with applicable laws, regulations and this Section.

a. Requests for use of accrued sick leave will be approved for employees who are incapacitated for duty by sickness, injury, pregnancy, or confinement; absent for medical, dental or optical examination or treatment; or participating in a drug or alcohol rehabilitation program. Employees may also use sick leave when a member of his immediate family is afflicted with a contagious disease and the employee's presence at work would jeopardize the health of others. A medical certificate from a physician is required from unit employees who miss three (3) workdays due to illness/injury. In lieu of a medical certificate, an employee who has not abused sick leave and, subject to the provisions of paragraph c below, may self-certify such an absence by submitting a completed SF-71.

b. When sick leave could not be prearranged, sick leave must be requested from the employee's immediate supervisor, or designee, by telephone as soon as possible, but in no case more than two (2) hours after the start of the employee's scheduled tour of duty. Absences must be reported daily unless otherwise approved by the supervisor. Approval for prearranged medical appointments will normally be secured from the appropriate supervisor at least one tour of duty in advance of the absence. Requests for sick leave for non-emergency medical appointments, even though submitted with proper evidence, may be denied if the supervisor determines that the employee's services are needed. In any case, it is agreed and understood that an employee's immediate supervisor, or designee, is the only one who can approve sick leave.

c. When a supervisor suspects that an employee is abusing sick leave, the supervisor will discuss with the employee the causes of the employee's absenteeism. If warranted, the supervisor will counsel the employee with respect to the proper use of sick leave and record the counseling on the AF Form 971. Once the supervisor determines that sick leave abuse has occurred, the employee will be given written notification requiring a doctor's certificate for all absences for which sick leave is requested. This notice should contain the reasons for the additional requirement, such as stating the number of hours of sick leave used in a specific period, the sick leave pattern and balance, etc. The requirement to furnish a doctor's certificate, once imposed, will be reviewed at least every six months to determine if it should be continued. The supervisor should be firm, fair and consistent in all aspects of leave administration.

d. In cases of serious disability or illness, employees may be advanced sick leave. The employee, in writing, will make a request for advanced sick leave. The request will include a certificate from the attending physician stating the diagnosis, expected date of full or partial recovery, and the employee's ability to perform his or her assigned duties following the illness. An advance of sick leave is not granted if it is likely the employee will not return to duty for a sufficient period of time to earn the advanced leave.

Section 3. Miscellaneous Leave.

a. **Voting Leave.** An employee who requests voting leave may be allowed up to three (3) hours for this purpose. Employees will be encouraged to vote by absentee ballot whenever possible.

b. Leave Without Pay

(1) The Employer agrees to consider requests from the Union concerning leave without pay for the purpose of participating in Union matters.

(2) Employees in a leave status, with or without pay, shall maintain all rights and privileges, including rights to all pay raises, resulting from Congressional action in accordance with applicable regulations. It is understood, however, that extended leave without pay may affect an employee's eligibility for service credit and amount of annuity, and health, leave and insurance benefits.

c. **Bereavement Leave.** A request for sick or annual leave caused by a death of an immediate family member will be approved if at all possible.

d. **Witness/Court Leave.** Employees absent for court related services will be paid in accordance with appropriate regulations. The employee will suffer no loss of pay including appropriate overtime pay. Any employee on a duty status prior to the day that he is required to report for court will be released from duty no later than 1930 hours. An employee released without serving will return to duty in a reasonable amount of time if scheduled for duty. Unit employees will be released from duty for the duration of their jury obligation. Employees shall not be required to return to duty until the employee has completed his entire jury obligation, unless he has been discharged by the court either for an indefinite period, subject to call, for a definite period in excess of one day or a substantial portion thereof.

e. **Military Leave.** Employees absent for military leave (i.e. two-week annual obligation) will be paid in accordance with appropriate regulations. The employee will not suffer any loss of pay, including appropriate overtime pay. Any additional requests for military leave will be approved on a case by case basis.

f. **Blood Donor Leave.** An employee donating blood or platelets, without compensation, during duty hours, may be granted excused leave up to four consecutive hours on the same day the blood was donated. A longer period may be allowed for recuperation when supported by a medical certificate. Blood donor leave may be denied due to manning requirements, training requirements, etc.

g. **Family and Medical Leave.** Family and Medical Leave Act provides a standard approach to providing family and medical leave to unit employees by providing an entitlement up to a twelve (12) administrative workweeks of "unpaid" leave during any 12-month period for certain family and medical needs as described in 5 USC 630.1203(a).

h. **Family Friendly Leave.** The Family Friendly Leave Act (FFLA) will be administered in accordance with 5 CFR Part 630 and this agreement:

(1) Requests for sick leave under FFLA will normally be submitted to the appropriate supervisor in advance of the date the leave is to start and will be submitted on SF-71.

(2) Since bargaining unit employees work an uncommon tour of duty, the basic amount of sick leave to be made available under FFLA each leave year will be equal to the average number of hours of work in an employee's scheduled tour of duty each week (i.e., 56/60/72 hours). For the purpose of implementing the FFLA, those unit employees working uncommon tours of duty may have sick leave granted for the purposes identified in the FFLA. Therefore, under the FFLA, a unit employee working a 72-hour workweek would be entitled to 182 hours of sick leave, as long as 144 hours of sick leave balance is maintained for the purpose of FFLA.

Section 4. It is agreed that, during severe weather conditions, when bargaining unit employees are late reporting for work because of hazardous road conditions, they normally will be given administrative leave based on the merits of the employee's case.

Section 5. Among the Employer's conditions of employment is the requirement to be punctual in reporting for duty. When employees are tardy/absent for reasons other than inclement weather, the supervisor may:

- (1) Excuse tardiness/absences up to 59 minutes.
- (2) Change tardiness/absences to AWOL after notification and counseling.
- (3) Consider the employee's request for annual leave.
- (4) Consider the employee's request for leave without pay.
- (5) Consider disciplinary action for repeated tardiness/absences.

Section 6. Administrative Leave for Union Officials. The Employer agrees to grant administrative leave to Union officials (President, Vice-President and Secretary-Treasurer), if otherwise in a duty status, to attend National conventions, Federal seminars, and Union-sponsored training determined to be of mutual benefit to the Employer and the Union. This leave will be approved as long as the employee's services can be spared. Administrative leave for this purpose shall normally not exceed five (5) workdays per official or a total of fifteen (15) days in a leave year. Additional time may be granted on a case-by-case basis. Such excusals shall have priority of all other leave. The Union shall normally submit requests for administrative leave to be used for the above purpose to the Fire Chief or designee, at least ten (10) calendar days prior to the requested training, along with a copy of the information concerning the content and agenda of the proposed meeting/training. Requests for administrative leave for reasons specified in this paragraph will not be arbitrarily denied. The parties agree that such reasons for denial will be in writing.

ARTICLE 9

UNIFORM DRESS

Section 1. The requirement and conditions for the station uniform for bargaining unit employees will be in accordance with the provision of DOD, Air Force and Moody AFB Fire Department Instructions. There will be no changes in the prescribed station uniform without notifying the Union in writing and giving them the opportunity to negotiate the change pursuant to Article 4 of the Agreement.

Section 2. Bargaining unit employees will be provided a uniform allowance (initial and replacement) pursuant to Title V, USC, Subchapter 1, Sections 5901, 5902 and 5903.

a **Initial Allowance.** The purpose of the initial uniform allowance is to help pay the initial cost of the required uniform for bargaining unit employees initially coming on board. The initial allowance shall be the maximum amount allowable by law. The initial uniform allowance shall be provided to newly hired bargaining unit employees as soon as possible after they have been hired. In addition, the initial uniform allowance will be provided when an employee is permanently promoted to a position within the Fire Department if the required uniform is markedly different.

b **Replacement Allowance.** The purpose of the replacement uniform allowance is to help pay for the replacement of uniforms. The replacement allowance shall be the maximum amount allowable by law, annually. The replacement allowance shall be paid to bargaining unit employees annually at the beginning of the fiscal year. The Employer agrees to replace uniforms that are damaged during fire fighter operations or uncontrollable circumstances and deemed to be unserviceable.

Section 3. The uniform for firefighters/crew chiefs shall consist of light blue uniform shirt, navy blue trousers, black or white socks and a dark blue jacket. The uniform for fire inspectors shall be a white uniform shirt, black trousers, black or white socks and a dark blue or black jacket. The Employer agrees to provide the accessories for the station uniform that will consist of a standard Fire Department ball cap (to be worn at the employee's election), shoulder epaulets, breast badge, nametag, and Fire Department shoulder patches.

The Parties agree that protective footwear (safety shoes) which comply with and meet applicable standards will be worn by unit employees for their own protection. Purchases for safety shoes selected by the employee must be approved by the Employer prior to purchase. The Employer agrees to replace footwear on an as needed basis when deemed unserviceable.

Section 4. Optional/Abbreviated Uniform (Downtime Dress). Policies and procedures for identifying and wearing an optional and/or abbreviated station work uniform shall be

determined as follows: The optional or abbreviated station uniform is established as a navy blue short sleeve t-shirt and/or long sleeve sweatshirt (with a single standardized fire protection logo, as presented by the Union), shorts or sweat pants and athletic shoes. Unit employees may, at their own volition, wear the optional/abbreviated uniform Monday through Friday from 1700 hours until 0630 hours. During weekends, holidays, or base down days, the optional/abbreviated uniform may be worn immediately following vehicle checkouts in the morning and must be removed after wakeup call is announced during the morning of departure for the off going shift. Exceptions to the usage of the abbreviated uniform will be when the employee leaves the fire station for non-emergency purposes.

Section 5. Standards of Appearance. Understanding that firefighters are expected to comply with more stringent appearance standards than non-uniform employees, the following grooming standards are prescribed.

a. When wearing the uniform, bargaining unit employees will, at all times, present a neat appearance--shoes shined or blackened, clothes cleaned, pressed and in an acceptable state of repair. The Employer agrees that bargaining unit employees shall not be required to wear the station uniform to and from work.

b. The face shall be clean-shaven except that a mustache is permissible. If worn, a mustache will be neatly trimmed, and will not interfere with the seal of the self-contained breathing apparatus. Side burns will be neatly trimmed, even in width, and not extend below the lowest part of the ear. Hair on the back of the head will not be worn below the bottom edge of the collar. Hairstyles will be worn in moderation so long as these hairstyles do not interfere with the wearing of safety equipment or the uniform hat.

ARTICLE 10

TRAINING AND CERTIFICATION

Section 1. The purpose of this article is to enhance the training process, improve performance and strengthen the professionalism of all Moody AFB firefighters. DoDI 6055.6, Department of Defense Fire and Emergency Services Program, contains the requirement and authority for implementing the Fire Fighter Certification Program. AFI 32-2003, The Fire Fighter Certification Program, is part of the DoD Fire Fighter Certification Program. The parties agree that this is the only program that will be used. Employees shall exercise due diligence in obtaining certification.

Section 2. The Employer agrees to provide unit employees with adequate information concerning available fire and emergency related schools and courses as information is received. Every reasonable effort will be made by the Employer to provide educational and training opportunities to employees within the scope of budgetary constraints. The Union agrees to provide the Assistant Chief for Training with a list of desired training courses and costs each year when the annual Fire Department budget is compiled. The

Employer, in turn, agrees to consider all reasonable requests for inclusion in the annual budget submittal.

Section 3. The Employer has the right to train and assign work anytime during the tour of duty. Only the Fire Chief and Deputy Fire Chief may approve deviations from the monthly training schedule. Changes may be required due to weather conditions (extreme cold, extreme heat, high humidity and high winds), availability of facilities, availability of aircraft, and changing mission requirements. Training will normally be conducted Monday through Saturday, 0800 to 1600 hours. All firefighters will participate in the training program. During inclement weather (temperatures below 35 degrees, wind chill factor considered, and above 90 degrees, or during rain or high winds), academic training may be conducted indoors. Hands-on training may be conducted before or after normal duty hours to avoid temperatures above 90 degrees. This is consistent with maintaining minimum proficiency levels.

Section 4. The Employer agrees to provide and maintain a fire department library consisting of fire prevention films, books, periodicals, Technical Orders, Trade Journals, etc., for employees' self-development and technological advancement which may be checked out by unit members for their use.

Section 5. The Employer agrees to maintain and/or provide access to adequate facilities necessary to support the practical portion of the approved training programs.

Section 6. Exceptions to attending training courses may be made for hardship reasons. The Fire Chief, or his designee, will consider individual requests due to hardship.

Section 7. Once the Employer has identified a training requirement and more than one employee is considered by management to be equally in need of the training, the training assignment will be offered to volunteers from that group by seniority in descending order. If there are no volunteers from that group, the assignment will be given to the least senior.

Section 8. In those cases where the Employer determines there is a TDY requirement, the Employer agrees to provide the usage of a rental car during the TDY period when transportation to and from the training source, billeting and meals is unavailable.

Section 9. The Employer shall provide counseling, training and guidance to all employees in an effort to assist them to remain current in their assigned positions, and, insofar as possible, for the purpose of assisting their career development.

Section 10. When an employee of the unit is assigned to any position in which the employee has had no previous or recent experience, he will be given a reasonable training period in which to become proficient, as deemed necessary by management.

Section 11. The Employer agrees that Union representatives shall be offered the opportunity to attend applicable Employer sponsored and/or funded Labor-Management

Relations classes, provided space and manning levels permit. The Employer agrees to provide the Union with adequate information concerning available labor-management training sessions. Excusals for this training shall be authorized as long as the employee's services can be spared and such attendance is determined to be of mutual concern to the Employer and the Union and the Employer's interest will be served by the employee's attendance.

ARTICLE 11

HOURS OF WORK

Section 1. Hours of work, overtime and holiday pay shall be administered in accordance with current and future statutes and instructions of the Office of Personnel Management, the Agency and the Fire Department. The Employer will publish and post Operational Instructions (OIs) outlining the work schedule and rules for the normal operations of each section in the department. Personnel shall be assigned workweek schedules commensurate to their position/job description.

Section 2. Operation Section. Operational firefighters will be provided a substantial part of their duty shift on standby, and standby duties will be governed by the department's workload and/or wing flying mission. For the purpose of this agreement, "actual work" and "standby duty" are defined as follows.

a. Actual Work. Consists of 8 hours of a 24-hour shift in the normal performance of duties, to include: standing roll call, inspection and maintenance of fire apparatus, tools and equipment, station cleanliness/housekeeping, job related training, attending fire protection meetings, maintaining reports, preparing for and standing inspections, and performing other job related duties assigned by the Employer.

b. Standby Duty. Consists of 16 hours of a 24-hour shift not performing actual work duties as described in section 2a. During this time, employees are free to eat, sleep, read, self-study, listen to radio, watch TV, participate in sport activities and/or exercise programs or other similar activities; but will perform mission requirements such as answering emergency calls, standby support for hot pit refueling and/or ICT functions, to include support to other organizations when the work is beyond the schedule control of the Fire Department. The Employer agrees to guard against the scheduling of actual work under the control of the Fire Department during the employees' stand-by time, except for cleaning of vehicles/equipment after emergency responses, required night-time training and work functions necessary to insure safety of operations and/or readiness of the mission.

ARTICLE 12

HEALTH AND SAFETY

Section 1. The Employer will assure that safe and healthful working and living conditions

are provided for bargaining unit employees that are consistent with the provisions of applicable laws and regulations. Both the Employer and the Union shall comply with applicable DoD Instructions, Air Force Instructions, NFPA Standards, OSHA regulations and other applicable laws and regulations pertaining to firefighter health and safety, whichever is more stringent.

Section 2. Protective Clothing/Equipment

a. Protective clothing furnished to unit employees will be in accordance with the requirements of OSHA and NFPA Standards. Employees shall be responsible for the condition of items furnished and the return of such items as required by the Employer. Equipment utilized by unit employees will be in accordance with the requirements of the NFPA Standards. The Employer agrees to replace/repair protective clothing and equipment when worn out or contaminated to the point where cleaning by the user is unsafe or unfeasible with cleaning/laundry facilities provided.

b. Bargaining Unit Employees will not be required to share any part of his turnouts and/or protective equipment with another employee unless cleaned and sanitized in accordance with established procedures.

Section 3. The Employer shall provide for the inspection and testing of the structural integrity and safety of all apparatus and equipment utilized by the fire service at Moody AFB in accordance with governing regulations. The results of these tests will be made available to the Union upon request. The Employer agrees to take prompt and appropriate action when an unsafe condition involving apparatus and/or equipment is reported to or observed by the Employer. New and replaced equipment will meet applicable standards. Assigned driver/operators are responsible for notifying the vehicle Crew Chief immediately upon identification of a possible deficiency in the operation of his vehicle. Crew chiefs will, in turn, immediately notify the Station Chief and Assistant Chief for implementation of corrective action.

Section 4. The Employer agrees that employees exposed to infectious diseases, hazardous substances, toxic fumes, epoxy paint, radiation, etc., during emergency responses shall be given an appropriate physical evaluation as soon as practicable thereafter. The Employer will maintain an up-to-date Hazardous Materials Exposure record for all bargaining unit employees. The Employer agrees to provide the Union a copy of this record upon request with the employee's written authorization to release. In addition, bargaining unit employees may submit, within 14 days of a response, a Response Confirmation Form or Memo for Record to the Employer for signature. The Employer's signature on this document serves to verify that a response incident, e.g., fire, explosion, spill, rescue, took place and the employee responded on the date and time indicated therein.

Section 5. The Employer welcomes suggestions from the Union and unit employees which offer practical and economically feasible ways of improving safety conditions in the Fire Department and throughout Moody AFB.

Section 6. The Employer agrees to maintain the Fire Department Safety Committee for the purpose of addressing Fire Department safety issues and implementing NFPA Standards

into Moody AFB's Fire and Emergency Services Program. The Fire Department Safety Officer will chair the committee. The Union will identify bargaining unit committee members, provide members names to the committee chairman, and provide Union representation at all scheduled meetings. The committee chairman shall determine the meeting dates and times. The committee will make recommendations to the Fire Chief for their review, approval, and incorporation into the appropriate Fire Department Operating Instructions (OI).

Section 7. With the ongoing concern toward the spread of infectious diseases, the Employer agrees to provide for the protection of bargaining unit employees, disposable gloves, micro-shields, protective aprons, waterless disinfectant hand wash and adequate eyewash for response at any type of medical emergencies where the handling of the victim may be cause for concern.

Section 8. Rehabilitation During Emergency Operations. The Employer shall maintain an awareness of the condition of bargaining unit members operating within their span of control during emergencies and ensure that adequate steps are taken to provide for their safety and health. The command structure shall be utilized to request relief and reassignment of fatigued crews. The incident commander shall consider the circumstances of each incident/hazardous stand-by and make suitable provisions for rest and rehabilitation of bargaining unit employees operating at the scene. These considerations may include medical evaluation and treatment, providing food and fluid replenishment, and relief from extreme climatic conditions, according to the circumstances of the incident/hazardous stand-by.

Section 9. Ambulance service and emergency treatment to employees will continue to be provided in the case of an on-the-job injury, accident, or illness. Employees of the unit may designate the hospital of their choice in the commuting area after emergency treatment and stabilization has been made and there is no longer an immediate threat to life. In the case of a major burn injury, the employee, after emergency treatment and stabilization, will be transferred to the closest burn center if determined necessary by the attending physician.

Section 10. The Employer will maintain data sheets on each bargaining unit member. The data sheet will include name, age, height, blood type, allergies, etc., preferences of medical facilities, and who to notify in case of an emergency. The information sheet is not limited to the above and can be broadened if needed. It is mandatory for unit members to provide this information. All Privacy Act Rights are waived in the event the individual needs immediate medical attention during an emergency and this information is disclosed over the radio, etc. The data sheets will be kept in a readily available location either in or near the Fire Alarm Communication Center for use in case of an

emergency. To insure the data sheets are current, employees will be required to update the sheets at least once every six (6) months, and more often if needed. The person updating them will clearly initial and date the sheet at the time of updating.

Section 11. Medical Evaluation. Unit employees shall be given a comprehensive medical and physical evaluation with emphasis on Cardiac and Respiratory Diseases in accordance with NFPA 1582.

Section 12. Physical Fitness Program. The Parties recognize the need to establish and maintain a physical fitness program to enable bargaining unit employees to develop/maintain an appropriate level of fitness to safely perform their assigned functions and to reduce the probability and severity of occupational illnesses and injuries. To this end, and until such time as the DOD issues its Firefighter Physical Fitness Program, the Parties will continue to encourage unit employees to participate in the Fire Department's Physical Fitness Program described in AF Pamphlet 92-3. The Parties agree that participation in the present program is strictly voluntary on the part of the unit employees. Unit employees shall be allowed to use the base gym for participating in the physical fitness program during their stand-by time dependent on space availability of facilities and equipment. To ensure all bargaining unit employees are afforded an opportunity to participate, bargaining unit employees will be permitted to trade work assignments with the approval of the on duty Assistant Chief. Participating crews must be ready to respond at all times and vehicles must be properly staffed.

Section 13. Employee Injuries. The parties recognize that, from time to time, unit employees may be exposed to job-related injuries and/or illnesses that may not permit them to physically perform their assigned duties and/or responsibilities. Job related injuries/illnesses will be processed pursuant to 5 USC 8101 and NFPA 1582. Non-job related injuries/illnesses will be processed pursuant to 29 USC 1613 and NFPA 1582.

ARTICLE 13

WELFARE AND MORALE

Section 1. The Employer recognizes the necessity of providing and maintaining reasonably comfortable living spaces for unit employees on duty, such as air conditioning and heating and adequate furniture, drapes or blinds. To this end, the Employer agrees to provide and replace, as needed, the following pursuant to applicable laws, rules and regulations:

- a. Adequate bedding
- b. Refrigeration for storage of employee's food
- c. Cooking and eating utensils

- d. Dishwasher and suitable lounge furniture
- e. TV and videocassette player

Section 2. The Employer agrees to extend the same conditions to the living conditions in the Fire Station as is extended to other living quarters when utilities and/or appliances break down or need replacing. Maintenance problems will be called to the attention of the on-duty supervisor who will notify the appropriate maintenance authorities and request action to correct the problem. The Employer agrees to have the carpet and furniture professionally cleaned periodically (minimum of semi-annually).

Section 3. The Employer agrees to conduct inspections in the living quarters of all fire stations for any health and safety issues on an annual basis. The Employer agrees to supply the Union upon request with a copy of the inspection report, along with its recommendations. The Employer further agrees to initiate abatement action to correct any discrepancies found within ten (10) days. In addition, the Employer and the Union recognize that the living quarters in the fire station represent space allocated for rest, recreation, washroom and sleeping areas for unit employees and normally will not use these areas as public facilities or for public training.

Section 4. In the event that circumstances require, the Employer agrees to furnish mental health critical stress debriefing which may be provided by an outside source by someone familiar with the functions of the fire service provided the following requirement is met:

- The need for treatment is career-related from incidents within the job scope.

ARTICLE 14

DETAILS

Section 1. Details shall be in conformance with current and future Office of Personnel Management and Air Force Regulations.

Section 2. A separate roster will be maintained in the Operational Section rotating assigned Driver/Operators as relief crew chiefs as required. Assigned crew chiefs will serve as station chief from a rotating roster as required. A copy of each roster will be maintained on the Fire Department bulletin board. Station chief, lead fire fighter and crew chief positions becoming vacant due to leave, TDY, training, etc., will be manned by available personnel in turn from the top of the roster. The top two employees on these rosters will be rotated to the bottom of the list the first of each month. Details of less than thirty (30) days will be documented on AF Form 971, Supervisor's Record of Employee. Details in excess of thirty (30) days will be recorded on a Standard Form (SF) 50.

ARTICLE 15

PROMOTIONS

Section 1. Merit promotions will be made without regard to political, religious, labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, non-disqualifying physical handicap, or age and must be based solely on job-related criteria according to legitimate position requirements.

Section 2. The president of the Union will be notified in writing whenever a unit position becomes vacant.

ARTICLE 16

GRIEVANCE/ARBITRATION PROCEDURE

Section 1. The purpose of this article is to establish a procedure for the prompt and equitable settlement of grievances. A grievance means any complaint by (a) any employee concerning any matter relating to the employment of the employee; (b) the Union concerning any matter relating to the employment of any employee; or (c) any employee, the Union, or the Employer concerning the effects or interpretation or a claim of breach of a collective bargaining agreement, or any claimed violation, misinterpretation, of misapplication of any law, rule, or regulation affecting conditions of employment. This procedure shall be the exclusive procedure for resolving such complaints except for the following matters that are specifically excluded from the procedure.

- a. Any matter for which a statutory appeal exists
- b. Any claimed violation of Subchapter III of Chapter 73 of this title (relating to prohibited political activities)
- c. Retirement, life insurance, or health insurance
- d. A suspension or removal for national security reasons (Section 7532, Title 5, USC)
- e. Any examination, certification or appointment
- f. The classification of any position which does not result in the reduction in grade or pay of the employee
- g. Removal for unsatisfactory performance under Section 4303 of the CSRA
- h. An action terminating a temporary position

- i. Oral admonishments and oral reprimands
- j. Removal of temporary employees
- k. Non-selection from a group of properly ranked and certified candidates
- l. Non-adoption of a suggestion or disapproval of a Sustained Superior Performance Award or other kind of discretionary award
- m. A preliminary warning or notice of an action which, if affected, would be covered by the grievance procedure or by statutory appeal
- n. Actions or decisions taken under the Personal Security Program
- o. Content of published agency policies and regulations which are issued by higher headquarters

Section 2. The parties recognize and endorse the importance of bringing to light and adjusting grievances promptly. The initiation of a grievance in good faith, by an employee, shall not cast any reflection on his standing with the Employer or on his loyalty and desirability to the organization. Nor will the grievance be considered as a negative reflection on the Employer.

Section 3. All time limits herein may be extended by mutual agreement of the parties concerned. Failure by the respondent to observe time limits for any step in the grievance procedure shall entitle the moving party to advance the grievance to the next step. Failure of the moving party to further process a grievance within the time limits provided herein shall automatically cancel the grievance and no further consideration will be given the matter.

Section 4. Except in the case of disciplinary actions, the Union and the Employer agree that individual identical grievances will be joined at Step 2 and processed as one grievance throughout the remainder of the procedure. The Union will select one of the employee's grievances for processing and the decision thereon will be binding on all others in the related grievances.

Section 5. In the event that either the Union or Management determines that a grievance concerns a matter that is not a grievable issue under this Agreement, the grievance shall be deemed amended to include the issue of grievability. Management must raise any question of grievability no later than the time that written answer of Step 2 of the negotiated procedure is made. If a grievance on which the question of grievability has been raised is referred to arbitration, the issue of grievability shall be a threshold issue in the related grievance.

Section 6. Employee Grievance Procedures. The following procedure is established for the resolution of grievances of all unit employees.

Step 1. The unit employee's grievance shall first be discussed "informally" with the respective Assistant Fire Chief and /or his designated representative. This shall be done within twenty-one (21) calendar days of the incident or knowledge of the incident (whichever occurs first). The Assistant Fire Chief and/or his designated representative shall make whatever investigation is necessary and shall give his "written" answer within ten (10) calendar days after the date of the notification of the grievance. In cases where employee(s) have elected to self-represent, management will provide two copies of the written response at each step of the grievance procedure to the employee, who at his option can provide one copy to the Union.

Step 2. If the grievance is not settled at Step 1, the grievance shall be reduced to writing in a form mutually agreed to by the parties, and presented to the Fire Chief and/or his designated representative, in an attempt to settle the matter, within fourteen (14) calendar days of the answer at Step 1. For grievances where the employees have elected to self-represent, the Employer will provide two copies of the written response to the employee, who at his option, can provide one copy to the Union. The written grievance as a minimum, will contain:

- (1) The Grievant(s) name, duty assignment and telephone number
- (2) The specific nature of the grievance, including the identification of any provision(s) of this Labor Agreement alleged to have been violated. If known, the provision(s) of any law, rule, and/or regulation affecting conditions of employment alleged to have been violated.
- (3) Evidence to support the grievance
- (4) The employee's summary of the results of the discussion of the informal grievance
- (5) The remedial action desired
- (6) The name, address, and telephone number of the designated representative

Within ten (10) calendar days of receipt of the written grievance, the Fire Chief or his designated representative shall meet with the aggrieved employee, his representative, and concerned management personnel to discuss the grievance. The grievance will be answered by the Fire Chief or his designated representative within fifteen (15) calendar days after the close of the meeting. The answer to the grievance must be given in writing. Two copies of the decision will be provided to the employee, who may then give a copy to the Union.

Step 3. If the aggrieved employee is dissatisfied with the Step 2 decision, he/she may present his grievance, in writing, to the 347th Support Group Commander within ten (10) calendar days after the date on which the employee received the Step 2 decision. The

aggrieved must state the reason for dissatisfaction with the previous step decision and must sign the grievance. The 347th Support Group Commander shall meet and discuss the case with the aggrieved employee, the aggrieved employee's representative, and appropriate management officials within ten (10) calendar days of the grievance and shall render a written decision within ten (10) calendar days after such discussion.

Step 4. If no settlement is reached at Step 3, the Union, within fifteen (15) calendar days, may invoke arbitration pursuant to Section 12 of this Article.

Section 7. Supporting Documentation and Evidence. Evidence and supporting documentation which is relevant to the resolution of the grievance, may be introduced at any step of the negotiated grievance procedure. For the purpose of this agreement, evidence may be included, but is limited to both the oral and written presentation of facts. Individuals attending the grievance meeting will be allowed official time for the duration of the scheduled meetings.

Section 8. The employee shall, upon request, provide the Union with the necessary and pertinent information from the official records to aid in resolving specific grievances insofar as permissible without violating laws or regulations.

Section 9. Grievances between the Union and the Employer shall be processed in the following manner:

a. **Union Grievance Procedure.** The Union may initiate a grievance by submitting it in writing to the Fire Chief within twenty-one (21) calendar days of the incident or knowledge of the incident (whichever occurs first). The Union President or designee will meet with the Fire Chief or his designee within ten (10) calendar days of the written submission. The Fire Chief (or designated representative) will render a written decision within ten (10) calendar days after such meeting. If the decision is unacceptable to the Union, the matter may be submitted to Arbitration in accordance with Section 12 of this Article.

b. **Employer Grievance Procedure.** The Employer may initiate a grievance by submitting it in writing to the Union President within twenty-one (21) calendar days of the incident or knowledge of the incident (whichever occurs first). The representative of the Employer and the Union President or designee will meet within ten (10) calendar days of the written submission. The Union President will render a written decision within ten (10) calendar days after such meeting. If the decision is unacceptable, the matter may be submitted to arbitration in accordance with Section 12 of this Article.

Section 10. Grievance Mediation. When either party has invoked arbitration, the parties may mutually agree to request the parties participate in "Grievance Mediation." If grievance mediation is requested, the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) and/or any other mutually agreed upon "Alternate Dispute Resolution Program" to participate.

Section 11. Nothing in this Agreement shall be so interpreted as to require the Union to represent a unit employee in processing a grievance, or to continue to represent him, if the Union considers the grievance to be invalid or without merit.

Section 12. Arbitration Procedure.

a. In the event the Employer and the Union fail to satisfactorily settle any grievance under the grievance procedure of this article as outlined in Sections 6 and 9 above, then such grievance(s), upon written notice by the parties desiring arbitration, shall be referred to arbitration. Requests for arbitration will be submitted within ten (10) calendar days after receipt of the decision rendered.

b. The parties agree that the issue(s) to be arbitrated shall be no broader in scope than the issue(s) presented during the grievance procedure, except that the parties would not be precluded from introducing background material. The arbitrator shall not change, modify, or add to the provisions of the Agreement as such right is the prerogative of the contracting parties only. Furthermore, the arbitrator shall not change, modify, alter, delete, or add to the provisions of any law, rule or regulation affecting conditions of employment.

c. Within ten (10) calendar days from the date of receipt of a valid arbitration request, the involved parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of seven impartial persons qualified to act as arbitrators. The parties shall meet within seven (7) calendar days after the receipt of such list to select an arbitrator. If they cannot agree upon one of the listed persons, the Employer and the Union will each strike one arbitrator's name from the list of seven and shall repeat this procedure. The side who strikes first will be determined by a flip of a coin. When only one name is left, he shall be the duly selected arbitrator.

d. The cost of the arbitration shall be shared equally by the parties. This cost shall include the arbitrator's fee and expenses, transcripts and the expense of any mutually agreed upon services considered desirable or necessary in connection with the arbitration proceedings. A transcript shall not be made in grievance arbitration hearings unless mutually agreed to by the parties. When an arbitrator is selected, the hearing date scheduled and agreed upon by both parties, and either party subsequently cancels or withdraws from such hearing, the party who so cancels or withdraws from such hearing shall pay the total cost of the arbitrator.

e. The arbitration hearing shall be held at the facility normally during the regular day shift hours of the basic workweek. The grievant, not more than two (2) Union representatives, and witnesses who have knowledge of the circumstances and factors bearing on the case, if employees of the facility and otherwise in a duty status, shall be excused from duty to participate in the arbitration proceedings without loss of pay or charge to leave.

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

g. The arbitrator's award will be binding on both parties, except that either party may file exceptions to an arbitrator's award with the Federal Labor Relations Authority (FLRA), under regulations prescribed by the Authority.

ARTICLE 17

PAYROLL ALLOTMENT FOR WITHHOLDING DUES

Section 1. Union dues shall be deducted from the pay of all unit employees who voluntarily authorize such deductions in accordance with the procedure established in this Article.

Section 2. An employee may authorize an allotment from his pay to cover Union dues provided he is a member of the Union in good standing and his net salary after other legal and required deductions is regularly sufficient to cover the amount of the authorized allotment. In this connection, all other legal and required deductions have priority over deductions for Union dues.

Section 3. The Union agrees to:

- a. Purchase Standard Form 1187, Request and Authorization for Voluntary Allotment of Compensation of Payment of Employee Organization Dues
- b. Distribute Standard Form 1187 to its members
- c. Certify as to the amount of its dues
- d. Deliver completed SF 1187 to the Civilian Personnel Officer or his designated representative. The Civilian Personnel Officer or his designated representative will annotate to show eligibility or ineligibility and reasons therefore, sign, and send to the Civilian Payroll Office. If the requestor is ineligible for dues withholding, the Civilian Personnel Officer will send an annotated copy of the SF 1187 to the Union.
- e. Specify the Union officer designated to receive from the Payroll Office the remittance of dues withheld
- f. Educate its members on the program for allotments for payment of dues, its voluntary nature, and the uses and availability of the required forms

g. Promptly notify the Payroll office when a Union member is expelled or for any reason ceases to be a member in good standing. The notice will be in writing, signed by the President or Secretary-Treasurer of the Union, and will specify the effective date membership is terminated.

h. Assure that allotments on the part of its members are voluntary

i. Fully inform its members of the conditions governing revocation of allotments and provide SF 1188 to members upon request

j. Refund any unauthorized deductions or excess payments either to the employee or the Employer as required

Section 4. The Employer agrees to:

a. Payroll deductions for labor organization dues will take effect the first pay period following the month after receipt of the properly executed dues allotment SF 1187 is received in the Civilian Payroll Office.

b. Notify the Union of the revocation of an allotment by an eligible employee by having the Payroll Office forward a copy of the revocation submitted by the employee to Local F-118, International Association of Fire Fighters, General Delivery, Moody AFB, Georgia, with the Union dues deduction report

c. After each pay period the Accounting and Finance Officer, Moody AFB, Georgia, will remit the amount due to the Union. The remittance check will be made payable to the account of Local F-118, International Association of Fire Fighters, and will be forwarded to the First State Bank, Valdosta, Georgia. The check will be accompanied by a report containing the following information:

- (1) Identification of the base and the Union
- (2) Pay period for which dues are withheld
- (3) Names of employees and amounts deducted
- (4) Names of eligible employees from whom no deductions have been made, with reasons therefore

A copy of this information will be furnished the Union.

d. Obtain a supply of SF 1188 and make the form available to employees upon request. In addition, the Union will be provided a supply of SF 1188 for distribution to its authorized stewards.

Section 5. An employee may submit a revocation of his allotment for payment of Union dues at any time. The revocation will become effective at the beginning of the first full pay period following the first anniversary date of the employee's authorization dues withholding. Thereafter, revocation will become effective the first full pay period on or after 1 September. A revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues (SF 1188) will be used for the purpose of revoking an allotment. However, a written request for revocation of allotment which is otherwise in order and signed by the employee will be accepted and acted upon, even though not submitted on SF 1188.

Section 6. Allotments of all members of the Union are automatically terminated upon loss of eligibility or loss of recognition of the Union. Termination in such cases will be effective at the beginning of the first full bi-weekly pay period after advice is received concerning loss of eligibility or loss of recognition. An allotment for an individual employee shall be terminated when the employee leaves the unit as a result of any type of separation, transfer, or other personnel action, when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside the Department of Defense, or when the employee has been suspended or expelled from the Union.

Section 7. The Union will certify the bi-weekly dues rate on each SF 1187 submitted by eligible employees. The President and the Secretary-Treasurer of the Union are authorized to certify SF 1187. Changes in the amount of dues to be withheld bi-weekly may not be changed more frequently than once each twelve (12) months and may be accomplished by a certification of the President of the Union in letter form addressed to the Civilian Personnel Officer. When an employee is in a non-pay status for an entire pay period, no withholding from future earnings will be made to cover that pay period nor will the employee deposit the amount which would have been withheld if he had been in a pay status during that pay period.

ARTICLE 18

UNION-EMPLOYER COOPERATION IN ALCOHOLISM AND DRUG ABUSE CONTROL PROGRAM

Section 1. The Union recognizes and shares the concern of the Employer for the welfare of its employees. The Union and the Employer agree in principle to the desirability of participating in a joint effort to combat alcoholism and drug abuse. The Union further agrees to publicize and encourage employee participation in such programs.

ARTICLE 19

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. Both parties agree that all unit employees are assured equal opportunity in employment matters. Discrimination on the basis of race, color, religion, sex, age, disability

or national origin is prohibited. The Employer recognizes the Union's responsibility for making constructive contributions to the national goal of equal opportunity as expressed in appropriate Executive Orders and applicable laws. The Union is encouraged to fully participate in the Moody AFB Equal Opportunity Program, and may nominate one Union officer to serve on the Equal Employment Opportunity Committee.

ARTICLE 20

DURATION OF THE AGREEMENT

Section 1. This Agreement, as executed by the Parties, shall remain in full force and effect for a period of three (3) years from the date of its approval by the Office of the Secretary of Defense and/or his designated representative. Thereafter, it will remain in effect for successive periods of three (3) years, subject to the approval by the Office of the Secretary of Defense, unless either Party notifies the other in writing at least 90 days prior to the next anniversary date of intention to renegotiate a new agreement. When either party requests to renegotiate the agreement, the provisions of this agreement shall be honored until a new agreement becomes effective, except for those provisions that are contrary to any law, regulation, Executive Order or Public Law 95-44.

Section 2. This Agreement, except for its duration period as specified in Section 1, may be opened for amendment by either party at any time after it has been in force and effect for at least eighteen (18) months. Any request for amendment by either party must be written and must include a summary of the amendment(s) proposed. The Parties shall meet within fourteen (14) calendar days after receipt of such request to discuss the matter(s) involved. If the Parties cannot resolve the matters presented, they shall proceed with negotiations. Negotiations shall be strictly limited to those matters previously presented by the Parties as being appropriate. Such amendment(s) as agreed to will be duly executed by the Parties, subject to approval by the Office of the Secretary of Defense.

Section 3. Supplements.

a. A supplement is defined as an addition of new material not previously included in the negotiated agreement.

b. A supplement negotiated by both parties of this agreement will require the same approval as this agreement and will remain in effect for the life of this agreement. The effective date of a supplement will be the date of approval by the Office of the Secretary of Defense and/or his designated representative. Supplements to this agreement may only occur after the agreement has been in effect for six (6) months.

c. A minimum of thirty (30) days' notice will be given by either party who desire to negotiate a supplement to the basic agreement and within ten (10) workdays following the thirty (30) day period, both parties shall meet for such purposes. The notice shall specifically identify the subject matter desired to be supplemented in the negotiations.

Section 4. No agreement, alteration, understanding, variation, waiver, or modification of

any terms or conditions contained herein shall be made by an employee or group of employees with the Employer, and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto and the same has been ratified by the Union and approved by the Employer.

Section 5. The Employer agrees to furnish thirty (30) copies of the completed agreement to the Union in a bound book form.

Signed this 17th _____ day of May _____ 2000 for:

THE UNION:

THE EMPLOYER:

**President, Local F-118
International Association of
Fire Fighters**

**Brigadier General, USAF
Commander, 347th Wing**

In accordance with DOD/CPMIS memo dated 23 June 2000, the effective date of this agreement is 17 June 2000.

