



**AGREEMENT BETWEEN  
OFFUTT AIR FORCE BASE  
AND  
THE INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS (AFL-CIO) LOCAL F-191**



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## **PREFACE**

This memorandum of agreement is made by the Commander, 55 Wing, Offutt AFB, Nebraska, and the Local F-191 International Association of Fire Fighters, AFL-CIO, CLC, herein after referred to as the "Union," pursuant to the exclusive recognition granted to the Union of all GS employees engaged in firefighting activities in the Fire Emergency Services Flight, Civil Engineering Squadron, 55th Mission Support Group, 55th Wing, Offutt AFB, Nebraska, who are eligible for membership in the Union, including Supervisory fire fighters (Station Chiefs and Crew Chiefs), Fire Fighters, and Fire Protection Inspectors, and the Assistant Chief for Training; excluding all professional employees, management officials, supervisors, and employees described in 5 USC 7112 (b), (2), (3), (4), (6) and (7) herein referred to as the "Unit." Employer is understood to mean the Installation Commander or his duly authorized representative. The Employer and the Union mutually affirm the policies set forth in Public Law 95-454, Civil Service Reform Act of 1978 (herein after referred to as CSRA), Title VII, relative to Labor Management Relations in the Federal Service and mutually agree that this agreement is made to promote such policies in the relation between the Union and Employer.

### **Article 1 RECOGNITION AND COVERAGE OF THE AGREEMENT**

**Section 1.** Public Law 95-454, 5 USC Chapter 71, outlines the labor relations program for the federal service.

**INCLUDED:** All GS employees engaged in firefighting activities in the Fire Emergency Services Flight, Civil Engineering Squadron, 55 Mission Support Group, 55 Wing, Offutt AFB, Nebraska, including Supervisory Fire Fighters (Station Chiefs and Crew Chiefs) Fire Fighters, Fire Protection Inspectors, and the Assistant Chief for Training.

**EXCLUDED:** All professional employees, management officials, supervisors, and employees described in 5 U.S.C 7112(b)(2)(3)(4)(6) and (7).

**Section 2.** The Employer recognizes that the Union is the exclusive representative of all employees in the Unit as defined in Section 1 above. The Union recognizes its responsibility for representing the interests of all employees in the Unit without discrimination and without regard to Union membership with respect to grievances, personnel policies, practices, and procedures or other matters affecting their general working conditions, subject to the expressed limitations elsewhere in the Agreement.

**Article 2**  
**EMPLOYEE RIGHTS**

**Section 1.** Employee rights are outlined in 5 USC Chapter 71.

**Section 2.** Each employee shall have the right to form, join, or assist any labor organization or to refrain from any such activities freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such rights. Except as otherwise provided under the Act, each employee has the right:

- a. To act for the labor organization in the capacity of a representative and the right in that capacity to present the views of the labor organization to heads of agencies and other officials of the executive branch of the government, the Congress, or other appropriate authorities; and
- b. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under the law.

**Section 3.** This agreement and the exclusive recognition granted to the Union does not preclude an employee, regardless of whether they are a member of a labor organization, from bringing matters of personal concern to the attention of appropriate officials under applicable laws, rules, regulations, or established policy or from choosing a personal representative in an appeal. This provision applies unless the matter must be covered under Article 26.

**Section 4.** Nothing in this agreement shall require an employee to become or to remain a member of a labor organization or to pay money to the organization, except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deduction.

**Article 3**  
**UNION RIGHTS AND RESPONSIBILITIES**

**Section 1.** Union rights and responsibilities are outlined in 5 USC Chapter 71.

**Section 2.** The Union, having been accorded exclusive recognition, is the exclusive representative of employees in the Unit and is entitled to act for and negotiate 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. The Union has a right to be represented and will be notified and given the opportunity to be represented at formal discussions between management and employees concerning grievances, personnel policies, and practices, or other matters affecting general working conditions of employees in the Unit. This right to be present does not extend to informal discussions of personal problems between an employee and supervisory officials. The Union shall be given the opportunity to be present at the examination of an employee in the bargaining unit by a representative of the agency in connection with an investigation if:

- a. The employee reasonably believes that the examination may result in a disciplinary action against the employee; and
- b. The employee requests representation.

**Section 3.** Union officials and/or legal representatives who are not employed by Offutt AFB may be granted access to Offutt AFB. Such visits shall not interfere with the performance of duty by bargaining unit employees, nor shall official Union business be conducted during such duty hours. Such visits shall be in compliance with relevant SOP.

**Section 4.** The Employer will provide the Union notice of changes to personnel policies, practices and procedures which substantially impact working conditions for bargaining unit employees. The Union shall be given the opportunity to bargain as appropriate prior to implementation of such changes.

**Section 5.** The Employer will recognize the duly elected officers and duly appointed stewards of the Union. The Union will provide the Fire Chief and the Civilian Personnel Office a current list of stewards and officers as changes occur.

**Section 6.** The Employer agrees to allow authorized Union representatives a reasonable amount of official time for the following representational duties:

- a. Preparation and presentation of grievances as provided by the Negotiated Grievance Procedure;
- b. Participation in labor-management discussions;
- c. Attendance at committee meetings for which a representative is authorized; and

- d. Other representational duties necessary and essential to good labor-management relations and mutually agreed to by the parties.

**Section 7.** In order to obtain authorization for release from his/her workstation, the Union representative will identify the specific case for which official time is necessary and the amount of time required. Unless the absence of the representative at the particular time requested would impede the work or schedule of the Fire Emergency Services Flight, the Fire Chief, Deputy Fire Chief, or Assistant Fire Chief will grant such request for official time and approve the amount of time requested if he/she agrees that the amount of official time requested is reasonable, necessary, and in the public interest.

**Section 8.** Prior to leaving their assigned work areas to investigate complaints, the Union Representative shall advise the Assistant Chief. Prior to discussing the matter with an employee, the Union Representative will report to the employee's immediate supervisor and state the purpose of his/her visit. In each instance, the supervisor's permission will be granted as soon as practicable. The Union Representative shall report back to the Assistant Chief when he/she returns to his/her job.

**Section 9.** The Employer agrees that upon advanced written request, Union Officials may be granted official time in conjunction with attendance at conferences and training sessions on labor relation matters provided the Union official's services can be spared and the Employer's interests will be served by the employee's attendance. The Union will provide an agenda with information on the materials to be covered in the training session. Request for official time submitted during the annual solicitation for leave will be given priority over personal leave requests. Requests submitted at other times will be accommodated provided they do not adversely impact already-approved personal leave requests. Such excusals shall not exceed a total of five (05) twenty-four hour shifts (or 120 hours) in a calendar year. Leave may be taken in increments of less than 24 hours. Any denial will be made in writing with justification to the Union.

**Section 10.** The Employer agrees to allow a Union representative to explain the Union's status as exclusive representative to new employees of the unit. Such explanations will be allowed during the first three shifts of a new employee. The Employer further agrees to inform a new employee of the exclusive recognition of the Union at the time the employee is hired.

**Article 4**  
**MANAGEMENT RIGHTS & RESPONSIBILITIES**

**Section 1.** Management rights are contained in 5 USC Chapter 71.

**Section 2.** Nothing in this agreement shall affect the authority of any management official of the Employer or the agency:

- a. To determine the mission, budget, organization, or number of employees and internal security practices of the agency; and
- b. In accordance with the applicable laws:
  1. To hire, assign, direct, lay off, and retain employees in the agencies 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 agency operations shall be conducted
  3. With the respect to filling positions, to make selections for appointments from:
    - (a) Among properly ranked and certified candidates for promotions; or
    - (b) Any other appropriate source; and
  4. To take whatever action may be necessary to carry out the mission of the agency during emergencies.

**Section 3.** The Union recognizes that the authority of the Employer must be commensurate with the responsibility of the Employer for achieving and maintaining maximum efficiency, effectiveness and safety of entrusted government operations. The Employer may, therefore, take actions designed to achieve economy of operations and exercise any and all retained rights without violating any written agreements, NFPA standards or Technical Implementation Guides (TIG).

**Article 5**  
**RECREATION**

During standby time, mission requirements permitting, employees may engage in recreational activities within the confines of the installation, provided that such activity does not interfere with the primary function of, or create damage to, the facility. Gambling in any form is prohibited. Recreational activities will be conducted so as to preclude interference with, or annoyance to, other activities or personnel. Personnel engaged in outside physical recreation will be allowed to deviate from the full uniform utilizing PT gear when participating in the sport activity. Participants are responsible for maintenance of recreational areas.

**Article 6**  
**PRIVATE VEHICLES**

Employees normally will not be required to use their private vehicles for performance of official duties. When the Fire Chief or his/her designated representative authorizes an employee to use his/her private vehicle for official duties, he/she may be reimbursed at the mileage rate established in the Joint Travel Regulations or transportation will be provided.

**Article 7**  
**UNIFORMS**

**Section 1.** Management and the Union agree the uniform will comply with AFI 32-2006 Uniform and Grooming Standards for Civilian Fire and Emergency Services Personnel, except as noted in a memorandum of understanding (MOU).

**Section 2.** Uniforms are an intricate part of grooming and appearance standards. It serves as a means of identification and projects the image of a professional fire fighter and inspector. The uniform, when worn in public, will be worn in its entirety. The Union President will meet with and discuss any proposed accessory uniform changes with the Fire Chief. If an agreement is not reached, the matter will then be brought to the Joint Labor Management Committee and documented in MOU.

## **Article 8**

### **CLOTHING ALLOWANCE**

**Section 1.** All unit employees will be provided an initial and/or replacement Uniform Allowance at the maximum amount allowable in accordance with applicable laws, rules, and regulations. The Uniform Allowance is governed by Title V, United States Code, Subchapter 1, Sections 5901, 5902. It is agreed that the clothing allowance request will be made out in September of each year to be paid out by the end of the calendar year. At no time will the sum exceed what is authorized by regulation or permitted by Public Law.

**Section 2.** This authorization will be used for employees who are expected to remain on the job through the year affected by the lump sum payment.

**Section 3.** The rate of recovery for employees separating prior to the end of the fiscal year will be based on the initial payment divided by four quarters. An employee must work at least 1 day of each quarter to qualify for payment of advance clothing allowance. Recovery for any overpayment will be through the employee's final paycheck, retirement fund, or lump sum annual leave payments.

**Section 4.** Initial Allowance. The purpose of the initial uniform allowance is to help pay the initial cost of the required station uniform for Fire Department Employees. The initial allowance shall be the maximum amount allowable by law. The initial uniform allowance shall normally be provided to newly hired bargaining unit employees within thirty (30) days after he/she has been hired. A partial uniform allowance will be provided to Fire Department Employee(s) when a new uniform with markedly different requirements is required.

**Section 5.** Replacement Allowance. The purpose of the replacement uniform allowance is to help pay for the replacement of worn uniform parts. The replacement allowance shall be the maximum amount allowable by law annually.

**Section 6.** Protective footwear for bargaining unit employees will be supplied by the Employer and will comply with applicable standards. The employer may replace shoes that are damaged or excessively worn as needed. The Employee will have the discretion to purchase the style and model of shoe that meets applicable safety and dress standards.

**Article 9**  
**PERSONAL CONDUCT AND APPEARANCE**

**Section 1.** Members of the Unit will conduct themselves in a professional manner so as to reflect credit on themselves and the Unit. The Union and the Employer will cooperate and mutually strive to achieve and maintain standards of personal appearance, dress, and self-discipline among all personnel in the Unit.

**Section 2.** Personnel will, at all times, present a neat, clean, well-groomed appearance. Management and the Union agrees that the appearance will comply with AFI 32-2006 Uniform and Grooming Standards for Civilian Fire and Emergency Services Personnel, except as noted in a memorandum of understanding (MOU).

**Section 3.** At no time will an individual be allowed to compromise safety and/or good health practices.

**Section 4.** Personnel not in compliance with these provisions will be advised by their supervisors and will be required to comply within a two-shift period. In the instance of a safety hazard, compliance will be immediate.

**Section 5.** If an individual suffers from a medical condition of a temporary nature that prevents shaving and has provided administratively acceptable medical documentation they may be considered for a temporary detail to duties not requiring the use of a self-contained breathing apparatus.

## **Article 10**

### **SAFETY AND HEALTH**

**Section 1.** The Employer and the Union recognize that maintaining a safe and healthful work environment is the result of a joint effort by all concerned: the Employer, the Union, and all employees. The Employer and the Union agree to cooperate in efforts to eliminate safety and health hazards and promote safety at all levels. The Employer will maintain to the extent practicable, a work place and working conditions free of recognized and identified health or safety hazards for bargaining unit employees under applicable laws, executive orders, OSHA, NFPA and Air Force regulations.

**Section 2.** The Public Safety Officers' Benefits Act is a law under which a claimant who has a certain relationship to a Firefighter who died because of firefighting activity can be entitled to a monetary benefit. The Employer and the Union agree to provide assistance and support to family members/claimants under the PSOB Act and local SOP.

**Section 3.** The Employer and employees will make a reasonable effort to maintain equipment and vehicles in a ready and safe condition. Any equipment installed or carried on a fire-fighting vehicle should be accompanied by the appropriate safety protection devices required to operate such equipment. The Employer furnished safety protection devices required to operate non-fire fighting equipment will be utilized by the employee when engaged in such activities.

**Section 4.** In the interest of personal health and fitness, the Employer and the Union will ensure that all bargaining unit employees participate in a job related physical fitness program such as the Wellness Fitness Initiative provided by the IAFC & IAFF or the Air Force fitness program for fire fighters. The program is designed for physical fitness and employees will be expected to participate fully. It is understood that employees have an obligation to be physically fit.

**Section 5.** The Employer shall conduct an occupational health (medical evaluation and surveillance) program to assist all unit employees to maintain optimum health on the job. Unit employees shall be given medical and physical evaluations with emphasis on Cardiac and Respiratory Diseases in accordance with existing NFPA Standards (NFPA 1582, 2013 edition) for the Firefighter occupation. The Employer agrees that after the initial medical physical by the Employer upon being hired, unit employees (at their own expense and on their own time) have the option of taking their physical by personal physician or the Employer's Designated Medical Personnel. The employee must bring in results of the physical to the Employer's Designated Medical Personnel thirty (30) days prior to their required physical for review and approval by the Employer's Designated Medical Personnel. All Physical Examination results will be annotated on the appropriate Air Force forms. In addition, the employer agrees, that all unit employees will be inoculated for all appropriate communicable diseases, pursuant to

existing laws, rules and regulations. HIV and TB testing shall be provided pursuant to applicable laws, rules and regulations.

**Section 6.** At the discretion of the Fire Chief, or his/her designee, personnel reporting to work with either an incapacitating injury or illness or a contagious illness may not be allowed to work in a position that might lead to further injury of the employee or to injury or illness of other employees. The Fire Chief, or his/her designee, may consult with competent medical authority.

**Section 7.** All parties to this agreement will take prompt and appropriate action to report any safety or health deficiencies. Corrective action will be initiated as soon as possible.

**Section 8.** The Employer agrees to provide protective firefighting ensembles and equipment to unit employees required to respond to structural, crash, and other related emergencies that include but are not limited to EMS and Hazardous Material responses.

Protective firefighting ensemble and footwear furnished to unit employees will be in accordance with the requirements of NFPA Standards (current edition). 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 also be in accordance with the requirements of NFPA Standards (current edition). The Employer agrees to replace protective clothing, footwear and equipment, when worn out. This clothing, footwear and/or equipment includes, but is not limited to, Firefighters' personnel protective equipment, protective [safety] footwear, SCBA masks, coveralls, prescription safety glasses (inserts) for SCBA masks, eye protection, hearing protection and NOMEX hoods. Additional equipment will be provided as needed. Unit employees will not normally be required to share any part of his/her turnouts and/or protective equipment with another employee.

**Section 9.** The Employer shall maintain an awareness of the condition of unit employees operating within their span of control during emergency 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 unit employees operating at the scene. These considerations will include medical evaluation and treatment, food and fluid replenishment, and relief from extreme climatic conditions, according to the circumstances of the incident/hazardous stand-by. To this end, the Employer agrees to continue providing meals [food/fluids] during emergencies of long duration four (4) or more hours.

**Section 10.** The Employer agrees that employees subjected to infectious diseases, hazardous substances, toxic fumes, epoxy paint, radiation, etc., shall be given an appropriate physical evaluation as soon as practicable after the exposure. It is understood that the Employee has the responsibility of notifying the Employer of any exposure. The Employer will maintain an up-to-date Hazardous Materials and Infectious Diseases Exposure database for all unit employees.

**Article 11**  
**INJURY COMPENSATION**

**Section 1.** If an employee is injured or suffers an occupational disease in performance of his/her duties, he/she or his/her designated representative may request the supervisor and/or Air Force Personnel Center (AFPC) counsel him/her on the benefits available under the Federal Employees Compensation Act and the procedures for filing a claim for such benefits.

**Section 2.** An employee and/or his designated representative will be permitted to review those documents relating to the employee's claim for compensation which the Office of Workers Compensation Programs has authorized the AFPC to make available.

**Section 3.** The parties agree that employees are required to immediately report all on-the-job injuries to their supervisor, no matter how slight. Supervisors, when requested, shall assist employees with filling out CA Forms 1 and 2 (Employees Notice of Injury or Occupational Disease) and CA Form 16, when applicable. (See Management Plan for additional information and links to official guidance)

**Article 12**  
**EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

**Section 1.** The parties agree there will be no discrimination of any kind in any action involving unit employees because of race, color, religion, sex (including sexual harassment or on the basis of marital status), national origin, age, or physical or mental handicapping condition.

**Section 2.** The Employer and the Union agree to support the Air Force Equal Employment Opportunity Program and the Affirmative Action Program.

**Article 13**  
**MERIT PROMOTION**

**Section 1.** The Union agrees that the Employer may fill any position within the Unit by any of the authorized staffing methods from AFMAN 36-203

**Section 2.** All bargaining unit positions within the Unit which are to be filled using competitive Merit Promotion Principles will be filled by following the procedures outlined in agency regulations. The area of consideration will be prescribed in agency regulations. The Employer agrees that promotions within the Fire Emergency Services Flight may be job enlargement, provided that the employee to be promoted had been selected using the competitive procedures of the Office of Personnel Management and/or the United States Air Force. Internal promotions for Fire Protection Inspectors may also be job enlargement, again provided that the employee's initial assignment to the Fire Protection Inspector Position was made using the competitive procedures of the Office of Personnel Management and/or the United States Air Force.

**Section 3.** The Employer agrees to provide notification to the Union prior to making any change in AFMAN 36-203 that impacts working conditions of bargaining unit members in the Fire Emergency Services Flight.

**Section 4.** The Employer may select employees for detail. When the detail may lead to promotion, Merit Promotion Principles will be observed in selecting an employee. Employees will be detailed in accordance with agency regulations. The Employer may consider rotating details among qualified individuals and work experience will be recorded in the employee's personnel file.

**Section 5.** Unit members shall be given, upon their individual request, their eligibility for promotion to specific vacancies within the bargaining unit.

**Article 14**  
**REDUCTION IN FORCE**

**Section 1.** The Employer agrees that the Union and employees will be furnished, as far in advance as practicable, as much information as possible concerning unit positions involved in a reduction in force or transfer of function decision as soon as possible after such decisions are made by the Employer. It is agreed that upon request of the Union information concerning such reductions in force (RIF) or transfers of function shall be given to the Union, provided that the Privacy Act is not violated. The purpose of this release is to provide an opportunity for the Union to ask questions and/or clarify any misunderstandings.

**Section 2.** In the event of a reduction in force, existing vacancies may be used to place employees in continuing positions if such employees would be separated. All reductions in force will be carried out in compliance with applicable laws and regulations.

**Section 3.** Any career or career-conditional employee who is separated because of reduction in force will be given placement assistance as provided by applicable law and regulation. Such employees will be given priority consideration for rehiring in accordance with applicable directives. It is understood that acceptance of a temporary position will not alter the employees' rights to be offered permanent positions, if they are qualified and otherwise eligible.

**Section 4.** Such employees will be counseled concerning priority placement and referral rights under applicable regulations.

**Article 15**  
**POSITION CLASSIFICATION**

**Section 1.** The Employer agrees that any employee who feels his/her position may be improperly classified shall first seek a solution by discussing the matter with the Assistant Chief and Fire Chief. If this fails to resolve the problem, the Fire Chief may initiate a formal request for review to the organization with classification authority. As classification authority no longer resides at base level, employees may contact Civilian Personnel for current contact information.

**Section 2.** Employees may appeal their position classification at any time in accordance with applicable laws and regulations.

**Section 3.** The phrase, "all other duties as assigned," in the employee's job description shall be interpreted to mean job-related duties.

**Section 4.** All employees will be provided with a copy of their current position description. The Employer will explain to the employee the contents of his/her position description. The employee shall be responsible for informing his/her supervisor if he/she does not understand the position description.

**Article 16**  
**EMPLOYEE DEVELOPMENT**

**Section 1.** In recognition of the mutual advantages to the Employer and the employee, the Employer agrees to make the effort necessary to provide employees training when it is determined by the Employer that training is needed. The Union may recommend, through the Joint Labor Management Committee (JLMC), the types of training or retraining programs desired which would mutually benefit both the Employer and the employees in the Unit.

**Section 2.** The Employer and the Union agree to actively encourage the interest of bargaining unit employees in self-development. Supervisors shall develop an annual training plan with bargaining unit employees to determine training requirements and requests. The Assistant Chief for Training will maintain a master training requirement/request list.

**Section 3.** Evidence of satisfactory completion of applicable training courses should be placed in the employee's Official Personnel Folder. Employees are responsible for ensuring that all training documentation is submitted to the AFPC for recording and filing.

**Section 4.** The Employer will develop and conduct a training program in accordance with applicable law, rule and regulations. When circumstances arise where required training is missed, it may be made up in accordance with applicable law, rule and regulations. This training should be made up whenever possible during normal hours of work. The Union may recommend, through the JLMC, any views on the training program that it believes merits attention.

**Section 5.** Once the Employer has identified a training requirement and more than one employee is considered by management to be equally qualified and in need of the training based upon mission needs, the training assignment will be offered to volunteers from that group by seniority in descending order.

**Article 17**  
**HOURS OF WORK/TOUR OF DUTY**

**Section 1:** The Union recognizes the right of the Employer to select and require employees to perform overtime to facilitate mission accomplishment. Unscheduled overtime will be distributed as equitably as practicable after full consideration of the relative qualifications and availability of employees and the specialized skills and abilities required to accomplish the work. When all other determining factors are considered to be equal, seniority will be used to develop the list.

**Section 2.** The Fire Chief and/or his designee will maintain the seniority overtime list. All overtime requirement notifications will be made by telephone or in person, by a supervisor or the Assistant Chief on duty as soon as possible once the need for overtime is known.

**Section 3.** All personnel being relieved from duty or off duty will be considered for overtime. Employees on Regular Day Off (RDO) will first be offered the opportunity for overtime when a need is determined on their respective shift.

**Section 4.** When it is necessary for employees to return to work outside their scheduled work hours, to perform unscheduled overtime work of less than two hours duration, they shall be paid a minimum of two hours overtime or shall be credited with two hours compensatory time consistent with the Fair Labor Standards Act, if they so elect. This provision does not apply to overtime, continuous with an employee's regularly scheduled tour of duty.

**Section 5.** A quarter-hour is the minimum period for which overtime required irregularly or occasionally will be paid; periods of less than a quarter-hour will not be aggregated but will be dropped on a daily basis.

**Section 6.** All employees will be listed by seniority within their respective grades. Upon notification to either accept or turn down overtime the firefighter contacted will go to the bottom of the list. Should the list be exhausted with no volunteer for overtime, the person at the bottom will be required to work, or make arrangements to have another firefighter of equal grade and certification/training work in their place. If the firefighter at the bottom of the list cannot be contacted the next firefighter up the line will be required to perform the overtime.

**Section 7.** All employees volunteering for overtime after contacted must be in place at the scheduled time and location, and ready for duty. Failure to stay or report to duty after volunteering/notification may lead to disciplinary action unless excused by management.

**Section 8.** In case of emergencies all employees are subject to mandatory overtime.

**Section 9:** Tours of duty, hours of work, and pay administration shall be governed by current laws and regulations.

a. The tour of duty for Fire Protection operations personnel is an average of 72 hours per week or six twenty-four hour tours of duty in a pay period with a Regular Day Off [RDO] assigned to

each unit employee for the purpose of balancing the 144 hour tour of duty in the pay period. The tour of duty for the Assistant Chief for Training and Fire Inspectors shall consist of one hundred twelve [112] hours per pay period. Normally, Fire Protection operations personnel will secure from work to standby status at 1600 hours.

b. For the purpose of this Article actual work and stand-by status is defined as follows:

(1) The time period when Fire Protection personnel are considered to be performing “actual work” includes but is not limited to those periods of time in which they may be required to stand roll call, dispatch duties, inspecting and maintaining fire apparatus, giving and receiving job related training, being present at meetings and formal gatherings, and other types of operations where the danger of fire or other related emergencies is present, preparing and maintaining reports, suppressing fires and conducting operations connected therewith, housekeeping, physical fitness, preparing for and standing inspections, monitoring the work of others, and performing other job related duties assigned by the Employer.

(2) Fire Protection personnel are considered in "Stand-By" status only at times when he/she is not required to perform actual work as described above and is free to eat (including the noon day meal), sleep, read, listen to the radio, watch TV, or engage in other similar pursuits.

(3) The amount of actual work and standby time may vary according to mission requirements. The scheduling of work, including training, will be consistent with the mission. If the Employer has the need to schedule "actual work" as described in section 9.a.1 at times other than the “core work hours”, the Employer will strive to provide equal amounts of stand-by time during designated hours of work. Emergency responses and standbys are excluded from this provision.

**Section 10:** The Employer and the Union recognize the importance of adequate fire protection of the base at all times. A recall roster will be maintained at the Fire Department Emergency Communications Center for recall of personnel to duty.

**Section 11:** The parties agree that work assignments including scheduled training for Saturdays and Sundays will be held to the minimum to allow firefighters additional standby time on those days.

**Section 12:** Employees will be required to stand a roll call formation in a respectful manner. Employees will be released from the formation after bunker equipment, appearance checks, and crew assignments are made. Formal uniform appearance inspections may be made when directed by the Fire Chief.

**Article 18**  
**EXCHANGE OF DUTY TIME**

**Section 1.** The Employer and Union agree that the practice of trading Kelly days or partial Kelly days between bargaining unit employees may be permitted.

**Section 2.** Personnel may exchange a Kelly Day/duty time. Requests for exchange will be made and approved by the Fire Chief or his/her designee 48 hours in advance. The employer may consider requests which are submitted in an untimely manner because of circumstances beyond requesting employee's control. Exchanges will be between employees with the required certifications and suitable qualifications. Employees will report as fit for duty.

**Section 3.** Trading will be voluntary between employees. If, as a result of an exchange or a proposed exchange between two employees, the employees disagree with each other regarding the terms of the exchange, those employees must resolve the disagreement by themselves. Under no circumstances may such employees file a grievance in order to settle their differences.

**Section 4.** An employee scheduled for duty will be responsible for notifying the Assistant Chief if he/she is unable to report because of illness or emergency. If the scheduled employee fails to report and does not notify the Assistant Chief, he/she may be charged absent without approved leave and be subject to disciplinary action.

**Section 5.** Under no circumstances will an exchange of Kelly days or partial Kelly days result in the payment of additional FLSA or Title 5 overtime. Nor will an exchange result in an employee exceeding an average of 144 hours for the pay period during which such exchange was made.

**Section 6.** Subject to manning and approval, an unoccupied Kelly Day may be used by a member based upon the commitment to work his scheduled Kelly Day within the same pay period. All requests should normally be made to the employee's Assistant Chief at least one pay period prior to the effective date of the requested Kelly Day.

**Article 19**  
**EARLY RELIEF**

Early relief is the practice by which a person reports for duty before the scheduled start of his own shift, in order to relieve from duty a person who is working the previous shift. Fire fighters may engage in early relief, when the following requirements are met:

- a. Personnel must be of equal rank and/or have the certifications and suitable qualifications to perform one another's duties. Relief employees must be duty ready prior to the departure of the on duty employee.
- b. The employees' request to engage in early relief is of their own initiative.
- c. The exchange will not result in increased entitlement to overtime or for either employee involved.
- d. The time will normally be no more than 1 hour before the scheduled shift expiration/starting time.
- e. Early relief may not take place unless approved by the on-duty Assistant Chief.
- f. Fire fighters engaging in early relief will reciprocate in the same pay period.

## **Article 20**

### **LEAVE**

**Section 1.** Employee shall accrue and be administered sick leave in accordance with applicable laws and regulations. The Union joins the Employer in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave so it will be available to them in case of illness.

**Section 2.** Sick leave may be granted to employees when they are incapacitated for the performance of their duty for reasons of sickness or injury. When an employee requires use of sick leave, he/she will notify the Assistant Fire Chief on duty by telephone prior to the beginning of his/her workday. Consideration will be given to an employee in cases of special or unusual circumstances.

**Section 3.** Employees desiring routine medical, dental, optical, or other related examinations or treatments, who cannot arrange appointments outside of work hours, will request sick leave normally 1 week in advance.

**Section 4.** The agency may require a medical certificate or other administratively acceptable evidence pursuant to 5 C.F.R. 630.405(a) for sick leave use. Sick leave of more than 3 consecutive workdays for 8-hour personnel or more than 2 consecutive work shifts for 24-hour personnel must be supported by a medical certificate. In cases where the employee was not attended by a physician, the employee's certification showing satisfactory evidence of incapacitation may be accepted in lieu of a medical certificate.

**Section 5.** In case of suspected sick leave abuse, an employee will be required to bring in a medical certificate to support any absence reported as sick. This requirement will be imposed only when the employee has been specifically informed in writing in advance of such a requirement. The requirements will be reviewed by the Employer with the employee every 3 months to determine if a need still exists. The employee will be notified when the medical certification is no longer necessary and the AF Form 971, Supervisor's Employee Brief, is annotated.

**Section 6.** Employee shall request unscheduled annual leave normally 1 week in advance.

**Section 7.** Annual leave projections for the subsequent year will be made before the beginning of December each year. Employees will normally submit their yearly annual leave projections between the 15<sup>th</sup> and 30<sup>th</sup> of November to the appropriate leave-approving official. A copy of the approved leave schedule will be posted by 5 January of the New Year in each fire station, as appropriate. Any changes to the approved leave schedules will be subject to final approval by the Fire Chief or Designee.

**Section 8.** Employees, of equal qualifications, desiring the same time for vacations, shall first try to resolve scheduling conflicts between themselves. If they are unable to resolve the matter, the appropriate leave-approving official will make the determination. The appropriate official will base his/her decision using a rotating schedule which will be established by; first considering leave dates taken the previous year, and second seniority by grade. A copy of the previous year's

leave schedule will be maintained by the Fire Chief. If leave cannot be scheduled at the time requested, the Assistant Fire Chief will discuss the matter with the employee and attempt to schedule an alternate time agreeable to the employee and the Employer.

**Section 9.** An employee, eligible to vote and requesting time off to vote, may be excused without charge to leave. This time shall not exceed a maximum of 3 hours unless special circumstances prevent the employee sufficient time for voting. Employees with the farthest traveling distance may request and be granted permission to vote prior to reporting for duty.

**Section 10.** In accordance with 5 CFR Part 630 and AFI 36-815, a limited amount of sick leave may be used for the care of a sick family member or to make arrangements necessitated by the death of a family member or attend a funeral of a family member as defined in 5 CFR 630.201.

**Section 11.** It is agreed that, during severe weather conditions, when Offutt AFB is officially closed or on delayed start, employees shall be given consideration if they are late reporting for work, because of road conditions and the merits of the employee's case.

**Section 12.** The parties agree that in all cases, for the purposes of this agreement, seniority is considered the leave service computation date of the employee.

**Article 21**  
**MATTERS APPROPRIATE FOR NEGOTIATION**

**Section 1.** The parties to this agreement have a duty to bargain collectively on the conditions of employment affecting employees in the unit. The mutual obligation to meet at reasonable times and bargain in a good faith effort to reach agreement on personnel policies, practices, and matters affecting working conditions apply to areas that are within the discretion of the employer. The duty to bargain does not extend to matters relating to prohibited political activities, to those relating to the classification of any position, or to the extent such matters are specifically provided for by Federal Statute. The obligation to meet and bargain in good faith includes the obligation:

- a. To approach negotiations with a sincere resolve to reach agreement,
- b. To be represented at negotiations by duly appointed individuals prepared to discuss and negotiate on the specific condition(s) of employment,
- c. To meet at reasonable times and convenient places as frequently as may be necessary and to avoid unnecessary delays,
- d. When an agreement is reached, to execute a written document at the request of either party to the negotiations that embodies the agreed upon terms and,
- e. To take such steps as are necessary to implement the agreement and encourage cooperation in compliance with its terms.

**Section 2.** In the administration of all matters covered by this agreement, the parties are bound by existing laws, regulations, instructions, and adopted standards of appropriate authorities. The future application of Agency or Department of Defense Regulations or policies that are not in place at the time this agreement is executed and not directed by virtue of a Government Wide Law, Rule, or regulations are subordinate to this agreement.

**Section 3.** It is further agreed and understood that any privileges, past practices, and understanding which have been mutually acceptable to the Parties that are not covered by this Agreement shall not be changed without the Parties first meeting and conferring or negotiating on the subject, as appropriate.

**Section 4.** Nothing in this Agreement shall preclude the Parties from negotiating at the election of the agency:

- a. On the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, tour of duty, or on the technology, methods, and means of performing work;
- b. Procedures which management officials will observe in exercising any authority under 5 USC 7106;
- c. Appropriate arrangements for employees adversely affected by the exercise of any authority under 5 USC 7106 by such management officials.

**Section 5.** It is agreed that proposed changes in conditions of employment impacting employees in the Unit and for which there is an obligation to bargain shall normally be accomplished by presenting a draft of the proposed change to the Union and permitting sufficient time (not more than fourteen [14] calendar days from receipt) for submission of written proposals. The Union agrees that, should it fail to submit proposals within the prescribed time, the Employer may then proceed to implement the proposal without the obligation to negotiate, the Union having waived that right. If the Union submits proposals, negotiations will commence within fourteen (14) calendar days from the receipt of the Union's proposals unless the Parties agree to a later date. Should negotiations take place; normal conduct of negotiations govern, including third-party proceedings.

**Section 6.** The point of contact for the purpose of consulting and/or negotiating on any issue regarding the administration or application of this Agreement shall be the duly elected President or their designated representative(s) for the Union, and the Fire Chief and/or Labor Relations Officer or their designated representative(s) for the Employer. When any of these officials are not available, the Parties will ensure duly authorized representatives will be present and empowered with full authority to perform necessary functions.

**Section 7.** Prior to the implementation of a new regulation/instruction, Standard Operating Procedure, or a change to an existing regulation/instruction and Standard Operating Procedure, that will impact conditions of employment of Bargaining Unit members, the Employer agrees to make available to the Union a copy of the regulation/instruction, and afford the Union an opportunity to engage in appropriate bargaining.

**Section 8.** The Parties share the interest that no act by either Party should intentionally infringe upon the rights of the other and each agree to endeavor to avoid such a circumstance through mutual effort and cooperation.

**Article 22**  
**DISCIPLINE AND ADVERSE ACTIONS**

**Section 1.** The Employer and Union agree that disciplinary and/or adverse actions may be taken against employees. Supervisors and managers apply increasingly more severe penalties as the employee continues to breach the employee-employer relationship. These actions will be taken with the designed purpose of correcting and rehabilitating employees, if possible.

**Section 2.** Disciplinary or adverse actions will be administered in accordance with AFI 36-704 and other applicable laws and regulations. Consideration shall be given to the minimum penalty that may be reasonably expected to correct the offending employee. These actions are personal matters and shall be carried out in private.

**Section 3.** It is recognized that an employee may choose not to be represented by the union and may be represented by a person of his/her choice when exercising their rights in discipline or adverse action procedures. If an employee elects, in writing, to be represented by the Union, copies of all correspondence addressed to the employee will be furnished to the designated Union representative. If an employee elects not to be represented by the Union, correspondence will be addressed only to the employee and his/her designated representative.

**Section 4.** For the purpose of this Article, the term “Disciplinary Action” includes oral admonishment, reprimands, and suspensions. Non disciplinary counseling sessions, letters of caution or requirement, and counseling entries on the Air Force Form 971 are not considered discipline.

**Section 5.** Quarterly or upon employee request counseling entries and letters of caution or requirement in an employee’s Air Force Form 971 may be reviewed by the supervisor for possible removal.

**Section 6.** Nothing in this agreement prevents an employee or his/her representative from recommending, in the reply to a proposed notice, a lesser penalty. If the employer adopts the recommendation, the disciplinary action may not be grieved or appealed.

**Section 7.** Adverse action covered by this Article includes removals, suspensions of more than fourteen (14) days, furlough of thirty (30) days or less, and reduction in grade or reduction in pay, as defined by 5 USC 7512. The Employer and the Union agree that the purpose of an adverse disciplinary action is to correct the offending employee and/or maintain discipline and morale among other bargaining unit employees. The Agency shall propose adverse actions only for such cause as will promote the efficiency of the service.

**Section 8.** Nothing in this agreement prevents management from considering Last Chance Agreement. Last Chance Agreements are instruments designed to permit an employee subject to an adverse disciplinary action a last opportunity to demonstrate that he/she can be successfully rehabilitated, e.g., that his/her performance or conduct can be improved to the agency’s satisfaction, and that the disciplinary action should not be taken. The agreements are tailored to the special circumstances involved in each disciplinary action. They allow the Employer, at its discretion, to forego or delay implementation of an adverse disciplinary action in order to give an employee a last chance to demonstrate successful rehabilitation.

**Article 23**  
**ALCOHOLISM AND SUBSTANCE ABUSE**

**Section 1.** The Employer shall provide for the referral of an employee to a counselor in the Alcohol and Drug Abuse Prevention Team (ADAPT) Office for problems involving suspected abuse of drugs or alcohol. Our concern is limited to alcoholism and drug problems which cause poor attendance and unsatisfactory performance on the job or unacceptable job-related conduct.

**Section 2.** The confidential nature of medical records shall be preserved for employees with medical/behavioral/unacceptable performance problems. Neither counselor nor management official shall reveal the name of a person voluntarily seeking assistance without the employee's consent. It is emphasized that all referrals should be made on an objective and factual basis rather than on any unsupported assumptions or judgment of the supervisor. The Alcohol and Drug Abuse Program policy and procedure will not be used for purposes other than improvement of the employee's health and referral of treatment for illnesses causing or contributing to deficiencies in job performance or employee misconduct.

**Section 3.** The program will adhere to the requirements established by law, the Office of Personnel Management, and higher headquarters regulations. These references assure that:

- a. An employee will not have his/her job security or promotion opportunity jeopardized simply by the fact that he/she has requested counseling or referral for treatment except as limited by agency law, rule and regulation relating to sensitive positions; and
- b. Employees having alcoholism or problems related to the abuse of alcohol and other drugs will receive the same careful consideration and offer of assistance that is presently extended to employees having any other illnesses.

**Section 4.** Nothing in this article will prevent an employee from availing himself/herself of the program's services on his or her own initiative.

**AIR FORCE CIVILIAN DRUG TESTING PROGRAM (AFCDTP)**

**Section 1:** POLICY

a. The Employer and the Union recognize that illegal drug use is a threat to the safety of the public, other federal employees, and is contrary to the efficiency of the service. Thus, the Employer shall take necessary steps, including drug testing to eliminate illegal drug usage. It is the goal of this article and the AFCDTP (Program) to prevent illegal drug use in the workplace (Fire Department).

b. A determination that an employee uses illegal drugs may be made on the basis of direct observation, a criminal conviction, the employee's own admission, other appropriate administrative determination, or by a confirmed positive urinalysis.

c. While the Employer will provide referral assistance to employees with substance abuse problems, it must be recognized that employees who use illegal drugs are primarily responsible for changing their behavior.

d. In order to eliminate the safety risks which result from being under the influence of illegal drug usage, the parties agree that the establishment and administration of the Program will be accomplished in accordance with Executive Orders, applicable laws, rules, and regulations.

## **Section 2: TESTING**

a. The parties agree that testing referred to by the term "Drug Test" in the Program shall mean urinalysis. The Employer further agrees that under no circumstances will an employee be subject to urinalysis testing as a punitive measure. Urine collection shall be conducted in a manner which provides a reasonably high degree of security for the sample and freedom from alteration.

b. The Employer's program authorizes the testing of employees for the illegal use of drugs under the following conditions:

- (1) When there is a reasonable suspicion that any employee uses illegal drugs.
- (2) In an examination authorized by Air Force regarding an accident or safety mishap.
- (3) As part of or as a follow-up to counseling or rehabilitation for illegal drug use.
- (4) When an employee volunteers/consents for testing.
- (5) Random drug testing program.

d. AFI 44-107 shall determine the method of random testing. The Drug Demand Reduction Program Manager (DDRPM) will provide the Union a demonstration of the selection program used upon written request. The Union will be notified in writing, in advance when the selection method/process is being changed.

## **Section 3: TESTING PROCEDURE**

a. Notification of Employees. Employees selected for random testing will receive notice in accordance with the AFI 44-107 prior to being required to provide a urine sample, within two hours of the scheduled testing. The notification will include the reason for the test, how the employee was selected, consequences for failing/refusing to cooperate in a drug testing program and of a positive test, including possible disciplinary action up to and including removal. The designated employee will report to the designated location to be tested as set forth in the written notification.

b. Testing Policy. All specimens will be tested at an approved certified testing facility, using HHS approved procedures pursuant to the HHS guidelines. Before a positive test result may be verified, two separate and different test procedures are performed on the same specimen and both results must be positive. The first test procedure used is an immunoassay and the second confirmatory procedure is gas chromatograph-mass spectrometry (GC/MS) or other confirmatory tests approved by HHS. It is agreed that the screening levels established in the HHS

Guidelines are sufficiently conservative to eliminate extraneous reasons for a positive result, and with confirmation by an additional and different test methods, the chemical test results are reliable and accurate. Individual privacy will be allowed during the collection of the specimen; however, employees may be observed if there is reason to believe the specimen will be altered.

c. Confidentiality and Safeguarding of Information

(1) Samples will be subject to a strict Chain of Custody to ensure the validity of the specimen tested. The Chain of Custody will be established by AFI 44-107 pursuant to the Department of Health and Human Services, OPM Guidelines, Department of Air Force Plan.

(2) Within the requirements of law and regulations, including the Privacy Act, bargaining unit employees will be assured that results relating to Drug Testing will be treated confidentially. Confidentiality of test results will be provided to all employees when the confirmed positive test result is verified. Positive test results verified will only be disclosed in accordance with applicable laws and regulations, this includes the employee, the appropriate management officials responsible for counseling and rehabilitation assistance, the appropriate management officials necessary to process a disciplinary or adverse action against the employee, a court of law, or administrative adjudicators in connection with any disciplinary or adverse personnel action. Rehabilitation records in a Rehabilitation Program will be deemed confidential "patient" records and may not be disclosed without prior written consent of the employee in accordance with law.

(3) The Union, upon request, will have the right to a tour of the drug testing program at the activity and laboratory facility at Union expense, with the exception of individual test results or the actual urination (unless requested by the employee).

d. Bargaining Unit Employees will have an opportunity to provide documentation supporting the legitimate usage upon a positive test result and prior to any action taken.

**Section 4: COUNSELING AND REHABILITATION**

a. Bargaining Unit Employees whose tests have been verified positive will be notified in writing of the opportunity to be referred to the ADAPT Program for assessment and referral. Annual leave, sick leave or leave without pay may be authorized for counseling or rehabilitation.

b. Bargaining unit members who self-identify as an illegal drug user, prior to management obtaining the same or substantially similar information by other means, and who enter a rehabilitation program will be given appropriate positive consideration in determining the manner of disciplinary action that may result. The employee will be advised in writing of the consequences of a verified positive on a subsequent urinalysis test. This provision does not preclude the employer from initiating disciplinary action for matters not directly associated with self-identification or separation.

c. Alcohol and Other Substance Abuse

(1) The Employer and the Union are concerned with the accomplishment of activity missions and the requisite need to maintain employee productivity. While the decision to use alcohol or other drugs is a personal one, when it interferes with the efficient and safe performance of the employee's duties, reduces dependability or reflects discredit on the activity, it becomes the legitimate concern of the Employer. Recognizing that alcoholism and other drug abuse are preventable, treatable conditions, that they are no respecters of race, age, sex, grade or position, and that they affect management as well as labor, it is to the advantage of both the Employer and the Union to assist personnel in recovering from these conditions. To help accomplish this, the parties will support the local alcohol and drug abuse prevention and treatment programs and the regulations thereof.

(2) Union representatives will be briefed on the program.

(3) A number of individuals can identify a troubled employee. Among them are the Supervisor, co-workers, and the union representatives. Employees who admit to existing or potential substance abuse are urged to seek help from the ADAPT Program. The first interview in the ADAPT Program will be on duty time. Sick leave, annual leave, or leave without pay is granted for subsequent rehabilitative activity.

(4) While the program is intended to help the employee with a problem, only the employee can decide to accept the help and overcome the problem, or face the consequences of impaired health, disciplinary action, or even removal.

(5) The parties recognize the ADAPT Program and Disciplinary Programs are not mutually exclusive. Both programs are rehabilitative in nature. Accepting or refusing help, and taking part or not taking part in a rehabilitation program are not necessarily reasons for starting or withholding corrective action. Counseling, discipline, or adverse action for the offense or for poor performance may be the key determining factor in getting the employee to positively recognize and deal with the problem.

(6) If the employee refuses the offer of assistance, e.g., referral to the Social Actions Office, the Supervisor may initiate corrective action. Should the employee then allege that the problem is drug or alcohol related and then accepts the offer of assistance, the supervisor will decide whether to proceed with, modify, or cancel the action. The fact that the employee now alleges that the problem is drug or alcohol related does not in itself automatically require that the proposed action be reduced, delayed, or withdrawn. This is a decision the employer must make on a case by case basis based on the individual circumstances, security practices, and available information.

(7) The first offer of assistance, i.e., referral to or recommendation that the employee report to the ADAPT Program, discharges the employer's obligation with regard to this program.

(8) Should a Supervisor suspect an employee, while in a duty status, to be under the influence of intoxicants or drugs, the supervisor will refer the employee to the on-base medical facility (ADAPT) for diagnosis and/or treatment. If requested by the employee, a union representative, or representative of the employee's choice, if available, may accompany the employee to the

medical facility. Unavailability of a representative will not delay referral of the employee to the medical facility. The employer will also take appropriate steps to ensure the employee gets to the medical services.

(9) The employee will not be permitted to return to work if found to be under the influence of drugs or alcohol. The Employer will consider granting sick leave, annual leave, or leave without pay (LWOP) or Absent without Leave (AWOL). The employer will take reasonable steps to ensure that the employee leaves the work site safely.

(10) During the employee's participation and satisfactory progress in a rehabilitation program, every reasonable effort will be made for the employee to remain a part of the Fire Department.

**Section 5:**

Official Time. Bargaining Unit Employees will be in a duty status during the time they are providing a urine sample at the Employer's collection site. Union Representatives will be granted Official Time, if otherwise in a duty status, when representing bargaining unit employees in matters concerning the AFCDTP and for which official time can be legally granted.

**Article 24**  
**JOINT LABOR MANAGEMENT COMMITTEE**

**Section 1.** The Employer and the Union agree to establish a Joint Labor Management Committee of three members each. The Union President and one member from each shift, A and B, will be designated as committee members. Meeting date will be held when the Union President is in a duty status. It will occur monthly but not less than quarterly when there is a lack of agenda at a convenient location agreed to by the parties. Minutes and proceedings of the meeting shall be kept by the Employer, and the Employer will provide each committee member and the Union President with a copy within 15 workdays after the meetings. Agenda items will be submitted by both parties 3-calendar days in advance of each meeting.

**Section 2.** The Joint Labor Management Committee shall have as its purpose and give consideration to: formal written requests for negotiations submitted by the Union; the interpretation and application of this agreement; the interpretation and application of rules, regulations, and policies; the correction of conditions causing grievances and misunderstandings; the encouragement of good human relations and employee-supervisor relationships; the promotion of education and training; the betterment of employee working conditions; and the strengthening of employee morale, etc. However, it is agreed that individual grievances will not be taken up during committee meetings.

**Article 25**  
**UNFAIR LABOR PRACTICES**

**Section 1.** 5 USC, Section 7116 defines Unfair Labor Practices and who may file them. Unfair Labor Practices will be processed according to the statute.

**Section 2.** In an effort to resolve any alleged unfair labor practice, the parties agree to notify each other, in writing, in advance of filing any unfair labor practice charge. At this time, the parties will agree to meet formally, within 20 calendar days, in an attempt to resolve the dispute prior to filing the charge.

**Article 26**  
**NEGOTIATED GRIEVANCE PROCEDURE**

**Section 1.** The purpose of this article is to provide a mutually acceptable method for prompt and equitable settlement of grievances as defined in this article. This negotiated procedure will be the exclusive procedure available to the Union, the Employer, and the employees for resolving such grievances, except as provided in the exclusions of this article.

**Section 2.** Definitions:

- a. For the purpose of this Article a grievance means any complaint--
  - (1) By any employee concerning any matter relating to the employment of the employee;
  - (2) By the Union concerning any matter relating to the employment of any employee;
  - (3) By any employee, the Union, or the employer concerning--
    - (a) The effect or interpretation, or a claim of breach, of a collective bargaining agreement; or
    - (b) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- b. It is understood by the parties that this grievance procedure does not apply to--
  - (1) Any claimed violation relating to prohibited political activities (5 USC 7321);
  - (2) Retirement, life insurance, or health insurance;
  - (3) A suspension or a removal of an employee for National Security reasons (5 USC 7532);
  - (4) Removals for unsatisfactory performance under- Section 4303 of the CSRA;
  - (5) Any examination, certification, or appointment;
  - (6) The classification of any position which does not result in the reduction in grade or pay of an employee;
  - (7) Nonselection for promotion from a group of properly ranked and certified candidates, including repromotion eligibles (however this provision shall not prohibit a grievance based on improper promotion procedures);
  - (8) Appeal of an action effected through reduction in force, transfer of function, or classification demotion (change to lower grade) procedures;
  - (9) Actions terminating temporary promotion;
  - (10) Non-adoption of a suggestion or non-recommendation of an award;
  - (11) Termination during probation;
  - (12) Any notices of proposed disciplinary or adverse action until the notice of final decision is issued; and
  - (13) Discrimination complaints.
- c. Except as provided in the exclusions of this Article, an employee affected by an action that may be raised under a statutory appeals procedure or under the negotiated grievance procedure may raise the matter under either the statutory appeals procedure or the negotiated grievance procedure, but not both. An employee shall be deemed to have exercised his or her option under this section at such time as the employee timely files a

notice of appeal under the applicable appellate procedures or timely files a grievance in writing whichever option the employee first exercises.

**Section 3.** The Union, as the exclusive representative has the right to be present at any formal discussion between one or more management officials and one or more bargaining unit employees. An employee (or group of employees acting as individuals) may take his/her grievance to the Employer and have it adjusted, with their own representation however the Union maintains the right to be present as any adjustment must be consistent with the terms of this Agreement. The Union will be given copies of the decision letters. Employees utilizing their own representative under this Article must meet all requirements, such as observance of time limits for filing, which apply to this Article. All steps of this procedure up to, but not including arbitration, are available when an employee (or group of employees acting as individuals) presents a grievance with their own representative. The Union, however, does not have the duty or responsibility to represent bargaining unit employees that are non-members of the IAFF in any statutory appeal proceeding. The Union will be notified of any appeal filed by a unit employee who is not represented by the Union upon the employer's receipt of such an appeal.

**Section 4.** An identical grievance by two or more employees will be considered as a single grievance. A decision on such grievances applies to all employees in the group and each is given a copy of the decision. An employee may withdraw from a group grievance, in writing, anytime a decision is rendered; however, he/she may not then inflate an identical or a substantially same grievance. The same issue may not be processed twice under separate sections of this Article.

**Section 5.** Should the parties not agree as to whether a grievance concerns a matter subject to the grievance and arbitration procedures, the responding party agrees to furnish the aggrieved party a final written decision concerning the nongrievability/nonarbitrability of the grievance. Such a decision will be furnished within the time limits required for the decision in Step 4. All disputes of grievability/arbitrability shall be referred to an arbitrator as a threshold issue in the grievance. If the arbitrator determines the grievance is arbitrable, the arbitrator will rule on the merits of the grievance.

**Section 6.** The grievant may terminate the grievance at anytime by written notification to the other party. Failure of the grievant to comply with time limits or to proceed with prosecution of the grievance authorizes the other party to cancel the grievance. Failure to render a decision within stated time limits authorizes the grievant to advance the grievance to the next step.

**Section 7.** An employee and his/her representative will be allowed a reasonable amount of official time, if otherwise in a duty status, to discuss, prepare, and present grievances, including attendance at meetings with employee officials.

**Section 8.** The Employer and the Union agree that every effort will be made by both parties to settle grievances at the lowest level. Inasmuch as disagreements arise among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization.

**Section 9.** A grievance shall be reduced in writing in the format below and shall be filed within 14 calendar days of the incident-giving rise to the grievance. Requests for extensions will be in writing and to the appropriate grievance step. The written grievance will contain the following:

- a. A statement of the grievance;
- b. A statement of the personal remedy or relief sought;
- c. Any evidence to support the grievance;
- d. The aggrieved employee's summary of the results of the discussion of the informal grievance;
- e. A statement of the reasons why the aggrieved employee believes the remedy should be granted; and
- f. The name of the Union representative, if one has been designated.

**Section 10.** Step-by-step procedures for employee grievance. The following procedures shall apply in processing an employee grievance.

**Step 1.** Prior to a grievance being filed the issue shall first be presented informally to the level of supervision next above that level at which the problem arose. The issue must be presented within 14 calendar days of the act or incident which caused the dissatisfaction. A decision will be rendered by the party receiving report of the issue within 14 calendar days after presentation of the issue.

**Step 2.** Should the employee be dissatisfied with an informal decision, he/she may present a grievance, in writing, to the Chief, Fire Emergency Services, within 10 calendar days. The Chief will, within 10 calendar days of the discussion, present his/her written decision to the grievant.

**Step 3.** If satisfactory resolution of the problem is not obtained in Step 2, the grievant may request, within 10 calendar days after receipt of the Chief's decision, that it be reviewed by the Base Civil Engineer or his/her designee. The Base Civil Engineer, or his/her designee, will render his/her decision within 10 calendar days after receipt of the request.

**Step 4.** If satisfactory resolution of the problem is not obtained in Step 3, the grievant may request, within 10 calendar days, that it be reviewed by the 55th Wing Commander or his/her designee. A written decision on the grievance will be provided to the grievant and a copy to the Union representative within 10 workdays of receipt of the request for review. If a satisfactory resolution of the problem is not obtained in Step 4, the Union may submit the grievance to arbitration as provided in Article 27.

**Section 11.** Union/Employer Grievances: Grievances arising over the interpretation or application of this agreement by either party will be resolved using the following procedures. The parties agree to informally meet prior to the submission of a formal grievance.

- a. The local Union President or, in his/her absence, a designated Union Official may submit a grievance within 14 calendar days after the Union becomes aware of the grievance to the 55 Wing Commander. The 55 Wing Commander or his/her designee and the local

Union President will meet within 14 calendar days after receipt of the grievance to discuss the grievance. The 55 Wing Commander shall give the local Union President his/her written decision within 10 workdays after the meeting. If the grievance is not settled by this method, the Union may refer the matter to arbitration.

- b. The 55 Wing Commander may submit a grievance within 14 calendar days after the 55 Wing Commander becomes aware of the grievance to the local Union President. The Union President and the 55 Wing Commander or his/her designee will meet within 14 calendar days after receipt of the notice of violation. The local Union President shall give the 55 Wing Commander his/her written answer within 10 workdays after the meeting. If the grievance is not settled by this method, the Employer may refer the matter to arbitration.

**Section 12.** Failure of the Employer to meet time limits shall permit the employee or the Union to move the grievance to the next step of the grievance procedure. Failure of the employee or the Union to meet the time limits shall constitute withdrawal and termination of the grievance. Time limits may be extended by mutual consent of the Parties.

**Article 27**  
**ARBITRATION**

**Section 1.** If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure; said grievance, upon written request by either party within 20 calendar days after issuance of the Employer's or the Union's final decision, shall be submitted to arbitration.

**Section 2.** The charging party shall request the Federal Mediation and Conciliation Service to provide a list of seven impartial persons qualified to act as arbitrators. The parties shall meet within 10 working days after the receipt of such list to select an arbitrator. If the parties cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of seven and will then repeat this procedure. The party striking the first name shall be determined by a flip of a coin. The remaining person shall be the duly appointed arbitrator.

**Section 3.** The arbitrator shall neither add to, subtract from, nor modify the provision of this agreement. The arbitrator shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her.

**Section 4.** The arbitration procedure to be utilized by the arbitrator may be one of the following:

- a. A formal hearing with verbatim transcript and a written decision.
- b. Upon mutual agreement in lieu of a hearing, the parties may provide written briefs which include all facts, data, and documentation for submission to the arbitrator with a request for a written decision.

**Section 5.** In all cases, the arbitration cost, the, arbitration fees, salaries, and expenses of the arbitration shall be borne equally by the Employer and the Union.

**Section 6.** The arbitration hearing will be held, if possible, on the Employer's premises and during the regular day shift hours of the basic workweek. All participants in the hearing who are current employees will be given official time if otherwise in a duty status.

**Section 7.** The arbitrator will be requested to render his/her decision within 30 calendar days following the conclusion of the hearing. The arbitrator's decision shall be mailed to the Employer and the Union simultaneously.

**Section 8.** The arbitrator's award shall be binding on the parties. However, either party may file exceptions to the arbitrator's award as provided by 5 USC 7122.

**Section 9.** Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.

**Section 10.** 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 in instances such as highly complex cases which would involve several days of hearing.

## **Article 28 DUES WITHHOLDING**

**Section 1.** This article shall apply to all employees in the Unit who: (1) are members in good standing in the Union; (2) voluntarily complete Standard Form 1187, Request for Payroll Deductions for Labor Organizational Dues; and (3) receive compensation which is not subject to deductions of a higher priority and is sufficient to cover the total amount of the allotment.

**Section 2.** The Union and the Employer agree that the provisions of this article are subject to and will be governed by the statute and regulations of the Agency and the Office of Personnel Management. The Employer agrees to deduct dues in accordance with the Union's schedule of dues.

**Section 3.** The Union agrees to assume the responsibilities for:

- a. Informing and educating its employee-members on the voluntary nature of the system for the allotment of labor organization dues, including conditions under which the allotment may be revoked;
- b. Purchasing and distributing to its employee-members Standard Form 1187; and
- c. Completing Attachment A of Standard Form 1187 and keeping the employee-members' servicing Payroll Office informed, in writing, of any changes in this information.
  - 1) Forward properly executed and certified Standard Form 1187 to employee's servicing Payroll Office through the Labor Relations Officer.
  - 2) Within 15 days of the date of receipt of final determination, inform the servicing Payroll Office of the name of any participating employee who has been expelled or ceases to be a member in good standing in the Union.
  - 3) Inform the servicing Payroll Office of any change in the schedule of membership dues. Dues may not be changed more than once in any 12-month period.

**Section 4.** The Employer agrees that it is responsible for:

- a. Permitting and currently processing voluntary allotment of dues in accordance with this article;
- b. Providing individual employees with information, upon request, concerning the voluntary revocation of authorization of voluntary allotments on Standard Form 1188, Cancellation of Payroll Deductions for Labor Organization Dues;
- c. Notifying the employee-member and the Union official to whom the remittance is sent when an employee-member is not eligible for an allotment (the servicing Civilian Personnel Office is responsible for this notification);
- d. Withholding dues in accordance with the schedule certified by the authorized Union official; and

**Section 5.** Both parties to this article agree that administrative errors in remittance checks will be corrected and adjusted as soon as practicable.

**Section 6.** Effective dates for actions under this article:

<b><u>ACTION</u></b>	<b><u>EFFECTIVE</u></b>
a. Starting Dues Withholding	Beginning the first pay period after date of receipt of properly executed and certified Standard Form 1187 in Payroll Office.
b. Change in Amount of Dues	Beginning of first pay period after receipt of certification in Payroll Office. However, there may not be more than one change during each 12-month period.
c. Revocation by Employee	An employee can voluntarily revoke his allotment for the payment of dues at any time by completing SF 1188, Cancellation of Payroll Deductions for Labor Organization Dues, or equivalent written notice and submitting it directly to the Civilian Payroll Office. In either case, revocation will become effective on the beginning of the first full pay period following the first anniversary of the dues withholding and there after following 1 March, provided the employee has completed

a full 1-year period from the date his/ her dues withholding allotment began and the request for revocation was received in Civilian Payroll, no later than the first anniversary and 1 March of the year in which the revocation is effective. The Civilian Payroll Office provides Appropriate notification of the evocation to the employee organization treasurer.

d. Termination Due to Loss of Member ship in Good Standing

Beginning of first pay after date of receipt of notification in Payroll Office.

e. Termination due to loss of exclusive recognition upon

Beginning of first pay following loss of recognition

f. Termination due to separation transfer, or other personnel action.

(a) If action is effective first day of pay period, termination of allotment will be at the end of preceding pay period.  
(b) If action effective on any day other than first day of a pay period, termination of allotment will automatically be at end of such pay period.

**Section 7.** Upon termination of a grant of exclusive recognition to the Union, the coverage of this article will automatically terminate for employee-members covered by that grant of recognition at the beginning of the first pay period after the loss of the exclusive recognition. An allotment shall be terminated when the article providing for dues withholding is suspended or terminated by an appropriate authority outside DOD.

**Article 29**  
**PUBLICIZING THE AGREEMENT**

The Employer will provide ten copies of this Agreement to the Union. The Union will be responsible for providing copies to their membership. The employer shall also provide a word and PDF copy of the agreement.

**Article 30**  
**DURATION OF AGREEMENT**

**Section 1.** This Agreement shall remain in effect for 3 years from the date of approval by the agency head.

**Section 2.** This Agreement shall be renewed for an additional 3-year period on each 3-year anniversary date, subject to review by the agency head, unless either party gives written notice to the other. The notice of desire to renegotiate this Agreement shall be given not more than 90 days nor less than 30 days prior to the expiration date of the agreement.

**Section 3.** Either party may give written notice to the other not more than 60 days nor less than 30 days prior to each 18-month anniversary date of its intent to reopen, modify, or amend this Agreement. At the time of notice three articles may be submitted by each party for consideration. Negotiations on the proposals will commence not later than the 30th calendar day after receipt of such proposals by the other party. Changes to the Agreement resulting from these negotiations will not become effective until approved by the agency head. Any such change will become part of and remain in effect for the duration of this Agreement.

13 Feb 2014  
Date

For Offutt Air Force Base

For IAFF Local F-191

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Approved by Department of Defense on May 30, 2017