

# **NEGOTIATED AGREEMENT**

**BETWEEN**

**INTERNATIONAL ASSOCIATION OF FIRE  
FIGHTERS LOCAL F-135**



**AND**

**DOVER AIR FORCE BASE**



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## **PREAMBLE**

**Section 1.** In accordance with Title 5 United States Code (USC) Chapter 71, this Agreement is made by and between Dover Air Force Base, 436th Airlift Wing, Dover, Delaware hereinafter referred to as the "Employer" and the International Association of Fire Fighters (IAFF), Local F- 135, hereinafter referred to as the "Union", hereinafter collectively referred to as the "Parties."

**Section 2.** The Parties agree, that whenever the masculine terms "he", "his", or "him" are used, they are meant to include both genders. Whenever language in this Agreement refers to specific duties or responsibilities of specific employees(s), management officials, or offices, it is intended only to provide a guide as to how the situation may be handled. It is agreed that the Employer retains sole discretion to assign work and to determine who will perform the function discussed.

**Section 3.** The Union and the Fire Emergency Services Flight, Dover AFB, agree to establish and maintain a Labor Management Partnership to foster a spirit of cooperation. The parties agree to continue sincere efforts in nurturing full partnership within the Fire Emergency Services Flight throughout the duration of this agreement. As needed, a joint labor-management committee will explore common areas of interest, to include but not be limited to the following: identifying problems and areas of concern, current and future policies, practices, procedures and matters affecting working conditions within the organization, and to developing viable solutions to identified problems so that the mission of Dover AFB, specifically the Fire Protection & Fire Prevention Program can be accomplished in a more cost effective and efficient manner. This partnership will develop a quality labor-management relationship, and enhance the living/working conditions and morale of those who work in the Fire Emergency Services Flight.

## **WITNESSETH**

The purpose of this Agreement is to promote and improve the effective and efficient administration of the Federal Service and the well-being of employees within the meaning of 5 USC 71. Therefore, in recognition of their respective rights and obligations, the Parties are bound and agree as follows:

## **SUPPORT OF COMMON GOALS**

The Employer and the Union agree to support, affirmatively and positively, the following major goals common to both parties:

1. provision for participation by employees in formulating and implementing personnel policies and practices affecting the conditions of employment;
2. safeguarding of employee health and safety;
3. developing and using employee skills;
4. promoting work attendance;
5. improving the utilization of time and materials;

6. promoting the principles of equal employment opportunity;
7. maintain a high standard in cooperative labor-management relationships between employees, the Union and the Employer in the conduct of public service as specified in this collective bargaining agreement.

## **ARTICLE 1 AGREEMENT**

This basic agreement, together with any supplements or amendments, constitutes the whole agreement between the parties, and is referred to throughout as the "Agreement." All agreements must be in accordance with applicable laws and regulations and limited to matters as provided by 5 USC Chapter 71 and that are within administrative discretion of the Employer.

## **ARTICLE 2 EXCLUSIVE RECOGNITION AND UNIT DESIGNATION**

**Section 1.** The Employer hereby recognizes that the Union is the exclusive representative of all the employees in the unit, as defined in Section 2; including those who are not members of the Union.

**Section 2.** The unit to which the Agreement is applicable includes: all fire department personnel in the GS-0081 series of the Department of the Air Force Dover AFB. All other non-professional employees, all professional employees, management officials, supervisors, guards, and employees described in 5 U.S.C. Section 7112(b)(2), (3), (4), (6) and (7) are excluded.

## **ARTICLE 3 MATTERS APPROPRIATE FOR CONSULTATION OR NEGOTIATION**

**Section 1.** It is agreed and understood that matters appropriate for negotiation and consultation 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. This includes, but is not limited to, such things as changes in AFIs, Technical Implementation Guides (TIGs), personnel policies and procedures, Fire Emergency Services (FES) Risk Management (RM) Plans, etc. Prior to implementing proposed changes to personnel policies, practices, and procedures that affect bargaining unit employees and that have more than minor impact, the Employer will notify the Union in writing. Negotiations resulting from such notification will be in accordance with the requirements of the Statute and this agreement.

**Section 2.** Both Parties agree pre-decisional involvement between the Employer (including the Civilian Personnel Office) and the Union enhances the labor-management relationship, employees' work-life quality, communication, productivity, and mission

accomplishment and improves the timeliness of resolution. Pre-decisional involvement is strongly encouraged by both Parties.

**Section 3.** For the purpose of this agreement, consultation is defined as any dialogue, either written or oral, between the parties and unlike negotiations does not require a mutually acceptable compromise between the parties. The Employer agrees to consult, upon request of the Union, on matters that are excluded from negotiation by 5 USC 7106. When consultation occurs, the Employer agrees to consider the views that were presented by the Union when finalizing its position.

**Section 4.** 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 if requested by either party.

**Section 5.** The Employer agrees that before implementing a new or revised agency (e.g., DoD, AF, local) instruction containing negotiable provisions, an electronic copy will normally be provided to the Union fourteen (14) calendar days prior to the intended implementation date. The Union may request and be granted a meeting with the appropriate designee to receive information on the issue. The Union may, prior to the intended implementation date, request the Employer bargain or consult on the negotiable changes. Such request shall be in writing and accompanied by the Union's proposals. The decision to negotiate or consult shall be irrevocable. The Union may request an extension and requests for extensions of time limits will not be unreasonably withheld. If the Union fails to make a written request to bargain or consult prior to the intended implementation date, the change may be effected by the Employer. The Employer agrees not to implement any changes until all negotiations are completed and agreed to by the parties, unless a compelling need exists.

**Section 6.** Normally, the Union 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 his/her designated representative. If neither of these officials is available, the Union may appoint a duly authorized representative to be present and have full authority to perform such functions or reschedule negotiations to a mutually agreeable time and date.

#### **ARTICLE 4 PROVISIONS OF LAWS AND REGULATIONS**

**Section 1.** It is agreed and understood that in the administration of all matters covered by this Agreement, the Employer, the Union, and unit employees are governed by existing and future laws, rules, regulations, directives or instructions of appropriate authorities, such as Executive Branch, Comptroller General, Office of Management and Budget, Office of Personnel Management, the Department of Defense, the Department of the Air Force, the Major Command, and Dover AFB.

**Section 2.** The Employer agrees to provide the Union access to Dover AFB directives / instructions, and any other law rule or regulation which involves personnel policies and / or practices and / or matters affecting working conditions of unit employees.

## **ARTICLE 5 ADMINISTRATIVE AND MISCELLANEOUS PROVISIONS**

**Section 1.** A copy of this Agreement will be provided to all unit employees in electronic format, such as Microsoft Word and pdf format.

**Section 2.** Regulations and literature. There shall be a reading area or computer work station with access to required publications, regulations, and books concerning firefighting and employment.

**Section 3.** Timely Communications. One of Management's objectives is maintenance of cooperation and understanding between itself, the employees and the Union. To meet this objective, it is management's goal to communicate with employee in a timely manner.

## **ARTICLE 6 UNION RIGHTS AND REPRESENTATION**

**Section 1.** 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. The Union however, does not have the duty and/or responsibility to represent bargaining unit employees that are non-members of IAFF Local F-135 in any statutory appeal procedures. Furthermore, nothing in this agreement shall be so interpreted as to require the Union to represent a bargaining unit employee in processing a grievance, or to continue to represent him/her, if the Union considers the grievance to be invalid or without merit.

**Section 2.** The Union shall be given the opportunity to be present at:

2.1. Any formal discussion between one or more representatives of the Employer and one or more employees in the unit or their representatives concerning any grievance, or any personnel policy practice or other general condition of employment or

2.2. any examination of an employee in the unit by a representative of the Employer in connection with an investigation, if

2.2.1. the employee reasonably believes that the examination may result in disciplinary action against him or her, and

2.2.2. the employee requests representation.

**Section 3.** The Employer agrees to recognize the elected officers of the Union and persons appointed to the position of steward as duly designated officials of the Union. There will be no restraint, interference, coercion or discrimination against a steward or officer because of the performance of duties properly assigned under this agreement. The Union agrees to submit to the Employer a list of officers/stewards and to update the names as changes occur.

**Section 4. Official Time.**

4.1. The Parties recognize and understand that the utilization of official time is beneficial to the interests of both Parties and is beneficial in developing and maintaining a positive labor-management relationship. It is further recognized and understood that communication, early involvement, and the use of official time by the Union, can prevent the inefficient use of scarce resources and diversion of manpower from the mission by averting potential conflicts/misunderstandings. The Union further agrees to guard against the excessive use of official time and to conduct authorized business in an efficient manner.

4.2. The Employer agrees Union Officers and Stewards as described in section 3 will be authorized official time away from the job to perform their representational activities in accordance with provisions of this agreement.

4.3. The Union agrees that prior to performing appropriate business described in Section 4 above, officers and stewards shall first request permission from the on-duty shift supervisor. Permission will normally be granted unless such absence would cause an undue interruption of work. The request for permission shall include a description of the nature of the business to be transacted and the approximate duration of the absence. If the officer/steward cannot be spared at the requested time, the shift supervisor on duty shall inform the officer/steward of the time that permission may be granted to leave the job. In any case, the shift supervisor on duty shall not unreasonably deny such permission. The employee and the officer/steward will report their return to work to the appropriate shift supervisor on duty.

4.4. Official Time for Training. The Employer agrees that upon advance written request, employees who are officers may be granted official time for the purpose of attending training sessions on labor relations matters, provided the employee's services can be spared and such training is determined by the Employer to be of mutual concern to the Employer and the Union and the Employer's interests will be served by the employee's attendance. The Union will bear the responsibility for showing how the training will have the required benefit to the Employer. A detailed agenda with information on the material to be covered in the training session will be required in support of the request and provided 30 days in advance. Official time for this purpose will not be used for internal business. Any such time will be charged to leave if the employee would otherwise be in a duty status. Such excusal shall not exceed a total of nine (9) twenty-four hour shifts in a twelve month period for the Union. However, additional time may be requested on a case by case basis.

4.5. Both the Union and the Employer recognize the Employer's obligation to assure official time allowed for such duties is accounted for properly and therefore agree official time must be documented appropriately. Therefore, it is agreed and understood that all official time that is authorized for appropriate Labor-Management activities and representational activities shall be charged to an appropriate Representational Code. The following representational codes will be used for official time:

- BA: Term Negotiations
- BB: Mid-term Negotiations
- BD: Labor Management Relations
- BK: Grievances

4.6. The Union President and Civilian Personnel Office will review the use of official time as needed.

**Section 5.** Use of Office Space and Equipment.

5.1. The Employer agrees to provide space for the Union to conduct its official representational duties. This will include access to a telephone with an outside line and access to Defense Switched Network (DSN). In addition, the Employer will provide the Union with one (1) desk, two (2) file cabinets (with locks), locker, a reasonable number of chairs, and access to a computer, printer, and the Fire Department's Copier, if available.

5.2. The Employer will provide the Union a enclosed Bulletin Board in each Fire Station for the purpose of posting Union Information as it relates to bargaining unit employees.

**Section 6.** The Employer agrees to consider Union representation on any standing Dover AFB committees involving the mutual interests of bargaining unit employees and Dover AFB. Such consideration shall be given upon written request of the Union for specific committee memberships after notification is given by the Employer of these committees.

**ARTICLE 7**  
**RIGHTS OF THE EMPLOYEE**

**Section 1.** Union Affiliation. Each employee shall have the right to form, join, or assist any labor organization, or to refrain from such activity, freely without fear of penalty or reprisal, and each employee shall be protected in the exercise of such rights. Such rights include the right to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to the heads of agencies and other officials of the executive branch of the government, the congress, or other appropriate authorities, and to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees.

**Section 2.** The Union agrees to accept all eligible employees as members without discrimination as to race, color, religion, sex, handicap or national origin.

**Section 3.** Equal Employment Opportunity. 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 or national origin, handicapped; and to promote the full realization of equal employment opportunity. The Employer and the Union will continue to work towards the eradication of prejudice on the basis described in this section in implementing personnel policies, practices and matters affecting working conditions.

**Section 4.** Matters Of Personal Concern. Any employee has the right, regardless of Union membership to individually bring matters of personal concern to the attention of appropriate officials in accordance with applicable laws, regulations, established policies and this agreement.

## **ARTICLE 8 RIGHTS OF THE EMPLOYER**

In accordance with the Statute, nothing in this Agreement shall affect the authority of the Employer:

- a. To determine the mission, budget, organization, number of employees, and internal security practices of Dover AFB; and
- b. In accordance with applicable laws--
  - (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 Dover AFB'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 Dover AFB during emergencies.

## **ARTICLE 9 LABOR-MANAGEMENT MEETINGS**

**Section 1.** Joint Labor-Management Committee. A committee representing the Union and the Employer shall meet on matters affecting working conditions, and for improvement of communications, understanding and cooperation between employees and management. Meetings will be scheduled/canceled by mutual agreement.

**Section 2. Committee Members.** The committee shall usually be composed of a minimum of two (2) members from each Party usually not involve more than four (4) representatives from one Party. Union representation will include at least the President or Vice President. Employer representation will include at least the Fire Chief or Deputy and the Civilian Personnel Section.

**Section 3. Meeting Notes.** A brief summary of items discussed or understandings reached at the Labor-Management meeting will be prepared by the Employer and provided electronically to the Union.

**Section 4. Installation Commander's Meeting.** The Employer agrees, as needed, a meeting including the Installation Commander or his designee, the Base Civil Engineer, the Fire Chief, and three labor members, appointed by the Union President, for the purpose of evaluating the functioning of the agreement between the parties.

4.1. Normally, Employer and Union representatives will submit agenda items not less than 14 calendar days prior to the meeting.

4.2. Minutes of the meeting and understandings reached will be prepared and distributed by the Employer to all attendees within ten (10) work days after the meeting.

## **ARTICLE 10 HOURS OF WORK/OVERTIME**

**Section 1.** The tour of duty will be promulgated by the Employer in accordance with applicable instructions. The work schedule (tour of duty) for Fire Fighters and Lead Fire Fighters is 144 hours of duty in a pay period.

**Section 2.** The normal daily work schedule for Fire Fighters and Lead Fire Fighters shall be from 0755 to 0755. This normally consists of 8 hours of work (including 2 hours of time for fitness, which is mandatory) and 16 hours of standby time. Lunch will normally be from 1130-1300. Normally, Fire Fighters and Lead Fire Fighters will transfer from work to standby status at 1730 hours. If an employee elects to take fitness time during stand-by time, the duty day will end a corresponding amount of time prior to 1730 but not earlier than 1530. For the purpose of this agreement actual work and stand-by status is defined as follows:

2.1. For the purpose of this agreement, a Fire Fighter and Lead FireFighter is performing actual work when required to: stand roll call, inspect and maintain fire apparatus and fire suppression devices located throughout the activity, inspect buildings and areas, give and receive job related training, be present at meetings and formal gatherings, be present where the danger of fire or other related emergencies is present, prepare and maintain reports and other items, suppress fires and conduct operations connected therewith, perform housekeeping duties, perform physical fitness, prepare for

and stand inspections, monitor the work of others, perform hazardous stand-bys, and conduct other Fire Emergency Services Flight related duties assigned by the Employer.

2.2. For the purpose of this agreement, an employee is in "Stand-By" status only at times when he/she is not required to perform actual work as described in Section 2.1. and is free to eat, sleep, read, or engage in other similar pursuits. The Employer agrees to continue to guard against scheduling "actual and/or make work" during the employees stand-by/sleep period.

2.3. If the Employer has the need to schedule work during stand by time, the Employer will ensure that equal amounts of stand-by time will normally be permitted during designated hours of work.

**Section 3.** Any employee who is called back to work at a time outside of and unconnected with his/her scheduled hours of work shall receive overtime pay in accordance with applicable pay regulations and statutes (i.e., 2 hours minimum). (Union withdrew proposals.

**Section 4.** The parties recognize the importance of maintaining adequate fire protection and that from time to time, unit employees may be required to work overtime. The Employer shall first utilize applicable standards, regulations, and instructions to determine the numbers, job ratings, and skills required to meet its overtime assignment and the employees who meet those requirements. Assignments to overtime will be distributed as equitably as practicable. The Employer will normally notify employees of the requirement to work overtime at least 24 hours in advance of the duty assignment.

a. Once the need for overtime has been established, the Employer will attempt to fill the overtime requirement by seeking volunteers. A volunteer overtime list will be maintained by listing all unit employees by service computation date (SCD) for leave with the most senior employee appearing at the top of the list on a rotational basis. If the Employer is unable to fill the overtime requirement by utilizing volunteers, then mandatory overtime will be required. To this end, a mandatory overtime list will be maintained by listing all unit employees by inverse service computation date (SCD-Leave), with the least senior employee appearing at the top of the list. On a rotational basis, the employee appearing at the top of the list will work the overtime.

b. The Employer may relieve an employee from an overtime assignment where such assignment would result in an unreasonable inconvenience or hardship to the employee.

**Section 5.** In accordance with applicable rules and regulations, unit employees will not be required or compelled to earn compensatory time in lieu of overtime. This does not preclude the Employer from offering compensatory time in lieu of overtime on a voluntary basis.

**ARTICLE 11**  
**TRADING TIME AND EARLY RELIEF**

**Section 1.** Trading of Time

2.1. It is understood and mutually agreed to by the Parties that the practice of “Trading of Time” among Unit Employees will be permitted, provided that the following conditions are met:

2.1.1. Personnel exchanging duties must be of equal rank and/or have the particular skills necessary to perform the other’s duties.

2.1.2. The trading is done “voluntarily” by Fire Emergency Services Flight employees participating in the program on their own time.

2.1.3. Trading of time is for personal reasons of the employee and is not because of the Employer’s business operations.

2.1.4. A record of all trading is maintained by the Employer.

2.1.5. An employee who exchanges duty time must be fit for duty when reporting for work.

2.1.6. A complete turnover of responsibilities shall be made between the off-going and on-coming employees at that time.

2.1.7. The exchange will not result in increased entitlement to overtime compensation for either employee involved.

2.2. Unit employees who wish to trade time will submit written requests and will verify availability for trading time with the Station Chief and obtain approval from the Assistant Chief for Operations. The request will specify the exact dates and times of the trade. Requests will not be arbitrarily disapproved.

2.3. It is understood that, because the exchange of time is voluntary between the employees who trade, when a disagreement arises as a result of an exchange or a proposed change between two employees, the employees involved must resolve the disagreement by themselves.

**Section 2.** Early relief. Person for person early relief may be allowed as long as the two employees involved are of equal grade and/or qualification and verify availability from the Station Chief and obtain approval from the Assistant Chief for Operations. The practice of early relief will not in any way have an effect on the increase or decrease of compensable hours of either employee. The relief person is responsible for performing the duties of the employee who is relieved. Requests will not be arbitrarily disapproved.

## **ARTICLE 12 ANNUAL LEAVE**

**Section 1.** Annual Leave Provisions. 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 an employee's services can be spared in connection with a request for annual leave. Unit employees shall accrue annual leave in accordance with 5 U.S.C.6303 and will be based on a 24 hour workday. The Employer agrees to schedule and to approve requested annual leave in such a manner throughout the leave year so that no employee will forfeit leave. Charges for annual leave will be in multiples one quarter of an hour.

**Section 2.** No later than January 15 (union withdrew this proposal), each employee will submit to the Employer his first, second, and third choices of time for annual leave. If the Employer and the employee cannot overcome controversy over a period when too many employees want the same leave period, the Employer will grant annual leave on the basis of seniority as determined by service computation date for leave. Only when it becomes necessary to do so will the Employer select the Employee's second or third choice of leave periods using seniority as described above as the determining factor.

**Section 3.** Normally, the approved leave schedule will be available for review by 31 January each year, or by the end of the first full pay period in February when it is necessary to resolve conflicts. Bargaining unit employees may request a change in their scheduled leave only if it will not affect the mission or another employees scheduled leave.

**Section 4.** All leave requests (vacation/incidental leave) for bargaining unit employees will be submitted through the on-duty shift supervisor.

**Section 5.** Normally, requests for annual leave for other than the vacation leave periods covered by Section 2 of this Article shall be submitted as soon as practicable prior to the beginning of the employee's scheduled work shift. Such leave will be scheduled on a first come first served basis, however, if multiple requests are received simultaneously, the employee having the greatest SCD-Leave will receive preference.

**Section 6.** Holiday Annual Leave. Consistent with workload requirements, the Employer agrees that annual leave on designated federal holidays, including but not limited to Thanksgiving, Christmas Day, New Year's Day and the 4th of July, shall be as generous as practicable. A rotational list for leave planning purposes will be utilized for Christmas Eve, Christmas, New Year's Eve, and New Year's Day.

**Section 7.** Emergency Annual Leave. Every bargaining unit employee is responsible for maintaining regular attendance and for ensuring that the Employer is informed of any absence from each scheduled shift. When an emergency (a sudden or unforeseen situation that requires immediate action) necessitates an employee's absence which could not be approved in advance the employee shall normally notify the on-duty Shift Supervisor, as

far in advance as possible, but not later than two (2) hours, prior to the start of their schedule work shift. If the absence extends beyond one workday, the employee shall keep the on-duty Shift Supervisor informed of the situation and probable date of return to work. The Employer will maintain a liberal leave policy in cases of illness or death in an employee's family and shall grant annual leave, advance annual or leave without pay in accordance with applicable regulations.

**Section 8.** Requests for absence or leave pertaining to matters not covered by the Agreement will be considered and approved in accordance with existing and future Dover AFB Instructions and other applicable laws or regulations. Examples of such matters are court leave, military leave, leave without pay, and excused absences.

**Section 9.** When bargaining Unit Employees are detained for work, required to work unscheduled overtime and/or are unable to leave the installation after their scheduled tour of duty because of climatic conditions, such as hurricanes, tornadoes, blizzards, etc., the Employer will arrange for food, lodging and transportation on the installation. The individual employee's desires will be considered. All costs will be in accordance with existing laws, rules and regulations.

## **ARTICLE 13 SICK LEAVE**

**Section 1.** Employees shall accrue and be granted sick leave in accordance with applicable laws and regulations. Normally, bargaining unit employees who are unable to report for work because of an incapacitating illness or injury shall notify by telephone (mgt withdrew strikeout 3/11/16) the on-duty Shift Supervisor as soon as possible, but not later than one hour prior to the start of their scheduled tour of duty. However, under unusual circumstances, bargaining unit employees may notify the on-duty Shift Supervisor not later than two hours after the start of their scheduled tour of duty pursuant to applicable regulations. The employee must obtain acknowledgment and approval for leave from the supervisor. In cases of persisting illness or incapacity, employees have an obligation to keep their supervisors informed regularly of their expected return to duty.

**Section 2.** Bargaining unit employees shall be required to furnish a medical certificate to substantiate a request for approval of sick leave exceeding three consecutive work shifts. In lieu of a medical certificate, the bargaining unit employee's signed statement explaining the nature of the illness or injury may be accepted when it is unreasonable to require a medical certificate.

**Section 3.** In accordance with applicable rules and regulations, sick leave, not to exceed thirty working days' duration may be advanced to an employee in case of serious illness or disability.

**Section 4.** Employee requests for sick leave for medical, dental, or optical examination or treatment shall normally be made 48 hours in advance of the date of the scheduled appointment. In the event an appointment is arranged less than 48 hours in advance, the

notice will be given as soon as possible by the employee. Approval of sick leave for these purposes is subject to the employee's submittal of a properly completed OPM Form 71, Application for Leave, or electronic equivalent, within two hours of duty after return to work, which certifies that the employee kept the appointment.

**Section 5.** The Employer agrees that when a unit employee becomes seriously ill or is seriously injured while on duty, the employee's next of kin will be notified as soon as practicable in accordance with applicable Dover AFB Instructions. The Employer agrees to provide transportation to the proper medical facilities when a unit employee becomes seriously ill or injured.

**Section 6.** If the examining medical official determines that a Unit employee is not fit for duty, the employee will be advised to go home or to seek appropriate medical treatment. The employee will be responsible for arranging transportation in those cases where the employee's health or welfare is not in jeopardy.

**Section 7.** If an employee is suspected of abusing non-documented sick leave, the employee will be given a written notice requiring a medical certification for any sick leave requested. Attendance will be reviewed at three month intervals and a new determination made for the need to continue this requirement.

#### **ARTICLE 14 REDUCTION IN FORCE (RIF)/CONTRACTING OUT/FURLOUGHS**

**Section 1.** The Employer agrees to notify the Union as soon as the necessity for a RIF is recognized or required, the extent determined, and authorization obtained. The Employer and the Union recognize the importance of informing the employees of the basis and reasons for a RIF.

**Section 2.** In the event of a RIF, existing vacancies shall be utilized to the maximum extent feasible to place qualified employees who otherwise would be separated from the service. All RIF actions will be carried out in accordance with applicable laws, rules, and regulations.

**Section 3.** Any career or career conditional unit employee who is separated because of RIF will be granted re-employment rights in accordance with applicable regulations.

**Section 4.** Employees who have been demoted through RIF shall be granted consideration rights in accordance with applicable regulations.

**Section 6.** In the event a RIF is implemented, the Union will have the right to review retention registers relative to RIF actions affecting unit employees consistent with applicable laws and regulations.

**Section 7. Furloughs.** In the event the Employer determines a furlough is required, the following procedures will apply:

7.1. The Union will be informed in advance of:

7.1.1. The reason for the furlough

7.1.2. The expected length of the furlough

7.1.3. An estimation of the number of employees affected by the furlough

7.2. All personnel actions will be accomplished in accordance with applicable laws, rules and regulations.

7.3. Unless the furlough results from unforeseeable circumstances, bargaining unit employees will receive at least thirty (30) days advanced written notice of the furlough, will be given at least seven (7) days to answer orally or in writing, and will receive a written decision prior to being furloughed.

7.4. An employee and the Union Representative, if designated by the employee, will be authorized official time to review supporting material, seek assistance, secure affidavits and other documentary material and prepare and make their reply.

7.5. RIF procedures will be used when it is anticipated the furlough will exceed thirty (30) days.

7.6. In consideration of the unique mission and uncommon tour of duty of fire fighters, impact and implementation bargaining will be accomplished for areas within the discretion of the Employer.

## **ARTICLE 15 POSITION DESCRIPTIONS**

**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 position descriptions for all positions in the unit, in accordance with existing instructions.

**Section 2.** The Employer agrees that each employee will be provided a copy of his/her official position description and any amendment(s) thereto, upon request. If changes are made to the official position description, the Employer will discuss the changes with the affected employee. Prior to meeting with the affected bargaining unit employee, the Employer agrees to consult/confer/negotiate (as appropriate) with the Union regarding the proposed changes to bargaining unit position descriptions. Such discussion(s) will normally occur prior to making the changes. The Employer agrees to provide the Union a copy of all position descriptions that affect the bargaining unit. In addition, a copy of any amended position description will be provided to the Union and the affected employee(s) after it has been classified.

**Section 3.** If a unit employee believes that their position description does not properly describe the duties they are performing, they have the right to request, through their Assistant Chief, that their work assignments be reviewed. If a satisfactory resolution of their complaint is not reached, the employee may grieve through the negotiated grievance procedure. It is understood that if the grievance goes to arbitration, the arbitrator may not classify the position.

**Section 4.** If a unit employee believes that the classification (title, series, or grade) of their position is in error, upon request, the employee will be furnished information on appeal rights and the procedures for filing a classification appeal. The Employer will also furnish the employee (appellant) with a copy of any forwarding letter or endorsement and copies of all material furnished to the appellate authority. The employee may appeal through a representative designated in writing. The employee and his/her representative shall be granted a reasonable amount of duty and/or official time, as applicable, to prepare his/her appeal, and will be assured freedom from restraint, interference, coercion, or reprisal in submitting his/her appeal.

**Section 5.** Union will be promptly notified of the receipt of new classification standards and their impact on Unit Positions.

## **ARTICLE 16 UNFAIR LABOR PRACTICE PROCEDURES**

The Employer and the Union agree that before either party files a formal unfair labor practice charge (ULP) against the other with the Federal Labor Relations Authority (FLRA), the following procedure will be implemented in an attempt to settle the alleged charge.

**Step 1.** If the Union is the charging party, the President of Local F-135, or designee, will present the alleged ULP in writing to the Installation Commander or his designee. In the event the Employer charges the Union with an alleged ULP charge, the Employer will present it in writing to the Union President.

**Step 2.** The Labor -Management committee will meet within ten (10) calendar days after receipt of the informal ULP charge. This committee will have a minimum of thirty (30) calendar days from the date of receipt of the ULP charge to attempt resolution.

**Step 3.** If at the end of thirty (30) calendar days, no extension has been requested or granted, and no resolution has been reached, the charging party will then be free to file formal charges with the FLRA if they wish.

## **ARTICLE 17 PROMOTIONS**

**Section 1.** When merit promotion procedures are utilized for filling unit positions, the promotion policy set forth in this Agreement and in applicable regulations shall apply. The Employer agrees that details and temporary promotions to all vacant positions within the unit shall be consistent with applicable instructions, laws and regulations. The Employer agrees that the use of details and temporary promotions in relation to all vacant positions within the unit shall be consistent with the spirit of the merit system and, where practicable, details and temporary promotions shall be rotated among well qualified employees. All temporary promotions will be documented on Standard Form (SF) 50. Details will be documented in accordance with applicable guidelines, i.e., annotated in the Supervisor's Employee Work Folder and/or documented on SF50.

**Section 2.** The Merit Promotion Program will be administered in accordance with applicable rules and regulations.

**Section 3.** Unit employees that are candidates for promotions shall be given the following information upon request:

3.1. Whether the employee was referred for the position.

3.2.. Who was selected for the promotion.

3.3. In what areas, if any, the employee should improve to increase his chances for future promotions.

**Section 4.** The Employer agrees that the use of temporary promotions and details within the unit shall be consistent with the spirit of the merit system and in accordance with applicable rules and regulations. When the Employer determines it practical to rotate temporary promotions or details, such rotation shall be fairly administered and will be consistent with merit principles. Any bargaining unit employee temporarily promoted to perform the duties of a higher grade will receive pay in accordance with applicable rules.

## **ARTICLE 18 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 government wide regulations. To this end, the Employer agrees that the Dover AFB Fire Protection and Fire Prevention Program will comply with the locally agreed upon risk management plans; applicable standards and/or guidance issued by the Department of Labor Occupational Safety and Health Administration (OSHA), the Department of Defense, and the Department of the Air Force so that, to the maximum extent possible, the safety of the Agency firefighters will be preserved. The Union will be notified and given an opportunity to bargain over any substantive changes to the risk management plans. The Union agrees to cooperate with the Employer by encouraging employees to work in a safe manner and wear protective equipment prescribed by the

Employer and to report observed safety and health hazards to the Employer in accordance with applicable procedures.

**Section 2.** The Employer and Union understand that response safety and adequate resources for fire department responses are directly related to the health and safety of responding fire department personnel and that this is a responsibility of the Employer. The Parties understand that reduced response capability may impact employee safety and increase risk to the facility populace and assets and increase the chances of injury or death. The use of risk assessments procedures will enable the Employer or its designated representatives, to effectively execute DoD and Air Force Instructions during emergency response incidents. The Employer, or its designated representative, allocates available resources to manage Fire Emergency Service (FES) events based on local factors. The Employer, or its designated representatives, on scene ensure tasks assigned to firefighters can be performed safely with available resources. As such the Employer agrees to implement applicable standards after appropriate bargaining obligations are met in accordance with the Statute and this Agreement.

**Section 3.** Protective clothing and equipment furnished to unit employees will be in accordance with the requirements of 29 C.F.R. 1910.156 and NFPA Standards. Employees shall be responsible for the condition of items furnished and the return of such items as required by the Employer. The Employer agrees to replace protective clothing and equipment, when worn out. This equipment includes, but is not limited to, Fire Fighters' protective clothing, SCBA masks, prescription safety glasses for SCBA masks, Eye Protection, Hearing Protection and Nomex hoods. Additional equipment will be provided as needed. Bargaining Unit Employees will not be required to share any part of his/her turnouts and/or protective equipment with another employee.

**Section 4.** The Employer shall provide for the inspection and testing of the structural integrity and safety of all apparatus and equipment utilized by the Fire Emergency Services Flight at Dover 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. The Employer will ensure that repairs will be accomplished by qualified personnel pursuant to existing laws, rules, regulations, instructions, or standards. The Employer agrees that all emergency motorized fire fighting apparatus and equipment will receive priority for maintenance, to insure that this apparatus and equipment will be in safe operating condition as outlined in the applicable technical manuals for said apparatus and equipment. The Employer further agrees, any piece of apparatus and/or equipment not in safe operating condition will be removed from service until such time as the deficiencies are properly corrected.

**Section 5.** The Employer shall provide appropriate training on safety and industrial health matters relating to the work environment. This includes the use and proper maintenance of protective clothing, devices and equipment. Extreme weather conditions will be considered when scheduling drills/training.

**Section 6.** The Employer shall conduct a Medical Surveillance program to assist all employees to maintain optimum health on the job. Unit employees shall be given medical and physical evaluations in compliance with NFPA 1582, Air Force Technical Implementation Guide (2013 version; and subsequent versions, as negotiated). Employees shall cooperate with the Employer in the implementation of the Employer's health programs. Any medical testing required or requested by the Employer shall be provided by the Employer or compensation given to the employee for said testing.

6.1. The Employer agrees, that after the initial medical physical by the Employer upon being hired, bargaining unit employees may have the option of taking their yearly physical by a personal physician at their own expense during their birth month or by the Employer as scheduled. All physicals will be in compliance with Section 6 above. The employee must bring in results of the off-base physical to the Dover AFB's Medical Department within thirty (30) days after completion of the medical exam

6.2. In addition, the Employer agrees, that all bargaining unit employees will be inoculated for all communicable diseases, pursuant to applicable laws, rules and regulations.

**Section 7.** The Employer agrees that employees subjected to infectious diseases, hazardous substances, toxic fumes, epoxy paint, radiation, etc., shall be given (at no cost to the employee(s) an appropriate physical evaluation as soon as practicable. The Employer will maintain an up-to-date Hazardous Materials Exposure Record for all bargaining unit employees. The Employer agrees to provide the employee a copy of the record upon request.

**Section 8.** The Employer will welcome suggestions from the Union and unit employees which offer practical and economically feasible ways of improving safety conditions in Dover AFB's Fire Emergency Services Flight and throughout Dover AFB.

**Section 9.** The Employer agrees to maintain a NFPA 1500 Committee for the purpose of addressing Fire Emergency Services Flight safety issues. This committee will be comprised of representatives from the Fire Emergency Services Flight Management and one (1) Union Representative. The committee will meet quarterly to fully implement those portions of the NFPA Standards that are within their authority to address. The committee will make all recommendations to the Fire Chief for his approval.

**Section 10.** With the on going concern toward the spread the infectious diseases, the Employer agrees to provide disposable gloves, micro-shields, rubber aprons, and adequate eyewash for response at any type of medical emergencies where handling the victim may cause concern.

**Section 11.** Rehabilitation During Emergency Operations/Exercises. In accordance with applicable standards/instructions, the Employer shall maintain an awareness of the condition of bargaining unit members operating within their span of control during emergency operations/exercises and ensure 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 emergency operation/exercise and make suitable provisions for rest and rehabilitation of bargaining unit employees operating at the scene. These considerations will include medical evaluation and treatment, food and fluid replenishment (which may or may not cost the employee, to be settled after the conclusion of the event), and relief from extreme climatic conditions, according to the circumstances of the emergency operation/exercise.

**Section 12.** The Employer agrees to provide and maintain vehicle exhaust removal equipment in each fire station to reduce fire fighters exposure to toxic fumes.

**Section 13.** The Employer agrees to provide emergency medical and ambulance services at all working fires, live fire training, and any other health or life threatening emergency involving unit employees.

**Section 14.** Employees will be trained on new equipment that the AirForce determines to implement. The Union will be provided a copy of any applicable certifications, i.e., vehicle, equipment, or be notified if none exist.

## **ARTICLE 19 TRAINING**

**Section 1.** The Employer and the Union agree that training and development of employees in the Unit are important in accomplishing both the mission of the Employer and the Federal career goals of the employee. The Employer will develop, promote and maintain adequate training programs and materials which are consistent with the needs of Dover AFB. The Employer agrees to provide unit employees with information concerning available fire fighting schools conducted by the Department of Defense, Federal State and County organizations. A reasonable effort will be made by the Employer to send employees to such schools. Training directed by the Employer shall be accomplished while the employee is in a duty status. The parties agree that each employee is responsible for applying a reasonable amount of time and effort to keep abreast of the changing technology of his/her occupation.

**Section 2.** Both parties agree to encourage employees to take advantage of training and educational opportunities. The Employer agrees to permit unit employees to attend training courses during their duty time without loss of pay or leave providing the following criteria are met: The Employer has determined that the course is job related; the request has been submitted and approved in advance; and the employee can be spared from his/her regular duty assignment.

**Section 3.** Career counseling may be provided for those employees who require specific information regarding training and development opportunities.

**Section 4.** In accordance with applicable Dover AFB Instructions, the Employer will conduct an annual training needs survey to determine the individual and group training

needs and requirements of Dover AFB's Fire Emergency Services Flight. The Union will be permitted to submit comments and recommendations regarding training needs to the Fire Chief for consideration prior to completion of the annual training needs survey. The Union will be supplied with a copy of the completed annual "training needs survey" upon request. In addition, the Employer agrees to maintain complete training records for all bargaining unit employees. Copies of these training records shall be provided to the employee upon his/her request.

**Section 5.** Based on the results of the training needs survey, the Joint Labor-Management Committee shall establish a continuing education program for unit employees that relates to all aspects of the DAFB's Fire Emergency Services Program. This continuing education program shall include, but is not limited to offering the necessary and/or relevant training (through outside sources) to unit employees on an annual basis. In addition, the Joint Labor-Management committee shall develop an in-service (daily) training program that meets the mission requirements of the Fire Emergency Services Flight.

**Section 6.** The Employer further agrees to maintain a complete/adequate/up-to-date library within the Fire Station on the Science of Fire Fighting, Emergency Medical Services and Rescue Operations at no cost to the employees.

**Section 7.** In as much as the sole purpose of job training is to assist in maintenance and retention of a fully qualified Fire Emergency Services work force, training will not be assigned nor drills held as punitive measures. Extreme weather conditions will be considered by the Employer when scheduling outside drills/training. Normally, scheduled training will be conducted Monday-Friday. The Employer will guard against scheduling training during federal holidays, family days, Saturday afternoons (after 1200), and Sundays. Night training shall be accomplished as necessary. It is understood that base level exercises are not primarily training, rather evaluations that may be conducted any time.

## **ARTICLE 20 DISCIPLINARY AND ADVERSE ACTIONS**

**Section 1.** The parties agree, that Disciplinary and Adverse Actions will be initiated and effected in accordance with the provisions of this Agreement and applicable laws, regulations and instructions.

**Section 2.** The Employer and the Union agree the purpose of disciplinary and adverse actions is to correct the offending employee and maintain discipline and morale among other bargaining unit employees.

2.1. For the purpose of this Agreement, the term "Disciplinary Action" includes letters of reprimand and suspensions of not more than fourteen calendar days and are grievable under the negotiated grievance procedure.

2.2. "Adverse actions" covered by this Article are removals, suspensions of more than 14 calendar days, furloughs of 30 days or less, and reduction in grade or reduction in

pay. Adverse actions are subject to the negotiated grievance procedure under Article 20 or appealable to the Merit Systems Protection Board (MSPB), but not both.

**Section 3.** Disciplinary actions shall only be taken to promote the efficiency of the service. Consideration shall be given to the minimum disciplinary remedy that can be reasonably expected to correct the offending employee and maintain discipline and morale among other employees.

**Section 4.** Prior to initiating disciplinary action, the following procedures will be followed:

4.1. A preliminary investigation or inquiry will be made to determine the facts. Part of this preliminary investigation may include a discussion with the affected employee and others having information about the incident, in such a way as to avoid embarrassment.

4.2. The employee will be notified in advance of the time of the discussion. If the employee exercises his Weingarten right and requests Union representation, no further questioning of the employee will take place until the Union representative is present. The Union agrees time is of the essence and will make a Union representative available as soon as practicable.

c. On conclusion of this discussion and on review of the information gathered, the Employer will determine whether disciplinary action or adverse action should be initiated.

**Section 5.** Any employee against whom a disciplinary action is proposed shall be notified in writing of the reasons for such action. If any disciplinary action is not sustained against the employee, all references to such action will be withdrawn from the Supervisor's Employee Work Folder.

**Section 6.** Disciplinary proposals will be as timely as possible. The Employer will make every effort to propose discipline as soon as possible after becoming aware of the incident and completing a thorough investigation. The employee or his/her designated representative will be permitted to offer their written and/or oral reply to the deciding official.

**Section 7.** The Parties agree that alternative discipline will be considered in accordance with the governing instructions. For example, the Employer may substitute letters of reprimand in lieu of suspensions (i.e., letters of reprimand in lieu of one-day suspensions, letters of reprimand in lieu of three-day suspensions, community service on the installation, etc.). The letters of reprimand, for determining past disciplinary records and appropriate penalties would have the same weight and effect as ~~the~~ suspensions for the purposes of progressive discipline. A letter of reprimand given in lieu of a suspension will be annotated in the 971 similar to the following: "[date] Letter of Reprimand given in lieu of a #-day suspension will be counted as a #-day suspension for the purposes of progressive discipline."

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

## **ARTICLE 21 GRIEVANCE PROCEDURE**

**Section 1.** The purpose of this article is to provide a mutually acceptable method for settlement of employee grievances.

**Section 2.** A grievance is any complaint:

2.1. By any unit employee concerning any matter relating to the employment of the unit employee.

2.2. By the Union concerning any matter relating to the employment of any unit employee; or

2.3. By a unit employee(s), the Union, or the Employer concerning;

2.3.1. The effects of interpretation, or a claim of breach, of this agreement;

or

2.3.2. Any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

**Section 3.** Exclusive Procedure. This negotiated procedure shall be the exclusive procedure available to unit employee(s), the Union, and the Employer for resolving such grievances, except as provided in Section 4 of this article.

**Section 4.** Exclusions. The negotiated grievance procedure will not be available to resolve a grievance concerning the following, except as it pertains to the process (as permitted by Law):

4.1. Any claimed violation of Sub Chapter III of Chapter 73 of Title 5 USC relating to prohibited political activities, 5 USC 7121(c)(1)

4.2. Retirement, life insurance, or health insurance, 5 USC 7121(c)(2)

4.3. A suspension or removal under 5 USC 7532, 5 USC 7121(c)(3)

4.4. Any examination, certification, or appointment, 5 USC 7121(c)(4)

4.5. The classification of any position which does not result in the reduction in grade or basic pay of an employee, 5 USC 7121(c)(5)

4.6. Issues concerning the non-selection for promotion from among a group of properly ranked and certified candidates for a position, 5 USC 7106 a.2.(c)

4.7. The separation, termination, or removal of an employee serving a trial or probationary period.

4.8. A preliminary warning or notice of specific action, which if effected, would be covered under the negotiated grievance procedure or appeal process, e.g., a notice of proposed suspension.

4.9. Personnel actions resulting from reduction-in-force.

4.10. Complaints or allegations of unlawful discrimination

4.11. Trading of time, or Early Relief.

4.12. The amount or type of award, or if an award is granted/not granted, when the appropriate process is followed.

4.13. Any matter which has been raised under a statutory procedure prior to being submitted in writing in accordance with the provisions of this article, 5 USC 7121 (d) and (e) (see Section 5)

**Section 5.** Election of Procedure. An aggrieved employee affected by an alleged prohibited personnel practice, as defined in 5 USC 2302; a removal or reduction in grade based on unacceptable performance, 5 USC 4303; or an adverse action under 5 USC 7512, may raise the matter under a statutory appellate procedure or the negotiated grievance procedure but not both. For the purpose of this section and pursuant to 5 USC 7121, an employee shall be deemed to have exercised this option when the employee files a timely notice of appeal under the appellate procedure or files a timely grievance in writing under the negotiated grievance procedure.

**Section 6.** Employee(s) utilizing the negotiated grievance procedure will have the right to be accompanied, represented and/or advised by a representative of the Union. In addition, an employee and/or group of employees have the right to present and process a grievance under this procedure on their own behalf. In such cases, the Union will be afforded the opportunity to have a representative present, during any and all formal discussions/ meetings, between the Employer and the grievant(s) relating to the grievance filed. Bargaining Unit employees who do not choose Union representation must represent themselves. A copy of the grievance will be provided to the Union. Bargaining Unit employees are not entitled to any other form of personal representation. Reasonable time during duty hours will be allowed for employees to prepare and present grievances, including attendance at grievance meetings with the Employer representatives.

**Section 7.** If the employee(s), the Union or the Employer fails to elevate a grievance within the time limits prescribed within this procedure, the grievance will be considered terminated. However, time limits may be extended by mutual agreement provided a written request for extension is presented prior to the end of the prescribed time limit.

**Section 8.** All grievance decisions will be made in writing and as promptly as possible at each level of consideration described herein. Unless mutual agreement is reached for extending the time limits within which a decision must be rendered, failure to meet the time limits will allow the grieving party to proceed to the next step upon written notification.

**Section 9.** All grievances must be presented in writing within twenty (20) days after receipt of the notice of action, occurrence of the incident or knowledge of the incident (whichever occurs first).

**Section 10.** The Employer and the Union 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/her standing with the Employer or on his/her loyalty and desirability to the organization, nor will the grievance be considered as a negative reflection on the Employer.

**Section 11.** Grievances concerning letters of requirement (i.e., sick leave abuse), letters of reprimand, and suspensions of fourteen calendar days or less will be processed under this procedure beginning with the first level of management official.

**Section 12.** 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 through out the remainder of the procedure. The Union will select one employee's grievance for processing and the decision thereon will be binding on all others in the related grievances.

**Section 13.** In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. All disputes of grievability or arbitrability will be referred to arbitration as a threshold issue in the related grievance.

**Section 14.** Employee Grievances. The following procedure is established for the resolution of grievances filed by unit employees:

**Step 1.** A grievance shall first be taken up in writing by the concerned employee and or the Union with the Fire Chief. Such written presentation will contain the following information:

- a. Name of grievant(s).
- b. Name of representative, if any
- c. Subject matter of the grievance.

- d. Efforts to resolve informally.
- e. Remedy sought by the grievant.

A written response will be provided to the grievant or his/her representative within (10) work days from receipt of the written grievance.

**Step 2.** If not satisfied with the decision of the Fire Chief, the grievant(s) shall have seven (7) work days from the written decision to appeal the decision to the Commander, 436th Civil Engineer Squadron, or his designee. This appeal must be in writing, stating the reason for dissatisfaction with the decision and why the decision was improper. In any event, the Commander or his designee will reply to the grievant within ten (10) work days of receipt of the appeal.

**Step 3.** If the grievant(s) is not satisfied with the Step 2 decision, the grievant(s) or the grievant's representative will have seven (7) work days to advance the grievance to the 436th Mission Support Group Commander, or designee for review. The Union will be allowed to include a statement of its position in the file. The 436th Mission Support Group Commander or his designee will review the file and render his written decision to the Union within fifteen (15) work days of receipt of the file. If the decision rendered at Step 3 is not acceptable to the grievant(s) and/or the Union, the Union may invoke arbitration pursuant to Article 22 of this agreement.

**Section 15.** The following procedure is established for the resolution of grievances filed by the Union or the Employer:

15.1. Informal Grievance. The parties agree, that prior to filing a formal grievance under Section 15.2. or 15.3., the grievance will first be presented in writing to the Labor-Management Committee pursuant to Article 8 of this agreement within twenty (20) calendar days of an event or becoming aware of an incident. The 436th Civil Engineer Squadron Commander, or designee, may be included in the Labor-Management Committee. If the Labor-Management Committee is unable to resolve the grievance within ten (10) work days, the charging party can formally file the grievance as appropriate under Section 15.2. or 15.3. below within the time limits prescribed in this article.

15.2. Union Grievances.

15.2.1. The Union may initiate a grievance by submitting it in writing to the 436th Mission Support Group Commander or designee within seven (7) work days of the conclusion of the informal grievance process described above. The 436 MSG/CC or designee will provide a written decision within seven (7) work days of receipt of the written submission or within seven (7) work days of a requested meeting, whichever is later.

15.2.2. If the Union is not satisfied with the decision above, they may elevate the matter to the 436th Installation Commander or designee within seven (7) work days of receipt of the written decision. The 436 AW/CC or designee will provide a written decision within seven (7) work days of receipt of

the written submission or within seven (7) work days of a requested meeting, whichever is later.

15.2.3. If the 436 AW/CC's decision is unacceptable, the matter may be submitted to Arbitration in accordance with Article 21 of this Agreement.

15.3. Employer Grievances. The Employer may initiate a grievance by submitting it in writing to the Union President. The Representative of the Employer and the Union President or designee may meet within ten (10) calendar days of the written submission, and 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 Article 21 of this Agreement.

#### **Section 16. Grievance Mediation.**

16.1. When either Party has invoked arbitration, either Party may request the Parties participate in grievance mediation. If both Parties mutually agree to request mediation, the Parties will jointly request assistance from the Federal Mediation Conciliation Service (FMCS).

16.2. In mediation, the Parties shall be represented by a committee comprised of relevant persons, but such representatives shall not exceed four (4) for either Party.

16.3. The Parties agree to use the guidelines for grievance mediation established by FMCS, or established by the Parties.

16.4. If the Parties voluntarily reach agreement/settlement, they will be bound by the agreement/settlement as if it were a grievance/arbitration decision. If no agreement/settlement is reached, the filing Party may proceed to arbitration by notifying the other Party in writing within ten (10) calendar days. The grievance will be sent forward for binding arbitration pursuant to Article 21 of this Agreement.

**Section 17.** Nothing in this Agreement shall be so interpreted as to require the Union to represent a bargaining unit employee in processing a grievance, or to continue to represent him/her, if the Union considers the grievance to be invalid or without merit.

## **ARTICLE 22 ARBITRATION PROCEDURE**

**Section 1.** Request for Arbitration. This Article describes the procedure to be used when either the Union or the Employer invokes arbitration for resolution of a grievance under the negotiated procedure. A grievance submitted in accordance with this agreement, which has not been settled to the satisfaction of the grieving Party, may go to arbitration. Arbitration may only be invoked by the Union or the Employer. Approval by the employee(s) affected by, or involved in, the grievance is not required before arbitration is invoked. Arbitration may be invoked only after the negotiated grievance procedures have been exhausted.

## Section 2. Arbitration Procedures.

2.1. Within (ten) 10 work days after receiving the other Party's final decision on a grievance, or within ten (10) work days after the decision was due, the Party invoking arbitration will notify the other Party in writing that arbitration is necessary. If a deadline falls on a weekend, holiday, or family day, the deadline will be the next work day.

2.2. The Union's request for arbitration must be submitted in writing to the Civilian Personnel Officer or Labor Relations Officer and be signed by the Union President or other Union officer. The Employer's request for arbitration must be submitted in writing to the Union President or Executive Vice President and be signed by the Installation Commander or designee.

2.3. On arbitral matters, within seven (7) work days from the date either Party receives an arbitration request, representatives of the Union and Employer shall meet to discuss the need for arbitration.

2.4. The Parties will endeavor to agree on a joint submission of the issue(s) being arbitrated. If the Parties agree on the issue(s) being arbitrated, and further agree that a hearing would serve no purpose, they may submit a joint submission of facts and issue(s) based on the formal grievance to the arbitrator with a request for a decision based only upon the facts thus presented. If the Parties fail to agree on a joint stipulation of the issue(s) for arbitration, then each shall submit a separate stipulation for inclusion in the request for an arbitrator.

## **Section 3. Selection of an Arbitrator.**

3.1. If arbitration is determined necessary by either Party, the responsible Party (as described in Section 3.2. below) shall submit a request that the Federal Mediation and Conciliation Service (FMCS) provide a list of seven (7) arbitrators from the metropolitan area.

3.2. The Parties will alternate responsibility for paying for and maintaining the list of arbitrators. A current list of arbitrators which is valid in accordance with FMCS guidance can be used in the future upon mutual agreement.

3.3. The Parties shall meet within ten (10) calendar days of the receipt of an appropriate list of potential arbitrators.

3.4. The Employer and Union will alternately strike one arbitrator's name from the list and shall then repeat this procedure. The remaining name shall be the dually selected arbitrator. The Party to strike first will be decided by the flip of a coin.

3.5. If for any reason, either the Union or the Employer refuses to participate in the selection of an arbitrator, the other Party may unilaterally select one of the listed arbitrators to hear the issue(s).

3.6. If for any reason the arbitrator selected is not available or unable to hear the case in a timely manner, the Parties may mutually agree to request a new list of potential arbitrators from FMCS. Follow the steps in this section to select the arbitrator.

**SECTION 4.** Fees and expenses. The arbitrator's fee and all expenses (including transcript fees) will be divided equally between the Parties.

**SECTION 5.** Arbitrator's authority and responsibility.

5.1. The arbitrator shall have the authority to determine the grievability and/or arbitrability of a matter, as a threshold issue. If the arbitrator determines there is a reasonable basis that the issue is grievable and/or arbitral, the arbitrator will hear the merits of the underlying grievance and decide the issues together.

5.2. In cases where the Parties are able to agree on the issue(s), the arbitrator's authority is limited to deciding only the issue(s) and remedies considered in the formal grievance.

5.3. In cases where the Parties are unable to agree on the issue(s), the arbitrator will help the Parties frame the issue(s) to be heard and remedy(s) sought.

5.4. An arbitrator shall not change, modify, alter, delete or add to the provisions of this agreement; such right is the prerogative of the contracting Parties only.

5.5. The arbitrator will render his/her award within 45 calendar days after the conclusion of the hearing and receipt of any additional information requested such as post hearing briefs. This decision will be in writing and will include a statement of the basis for the decision and shall be supplied concurrently to the Employer and the Union.

5.6. The award of the arbitrator is binding on both Parties.

**SECTION 6.** Arbitration hearing.

6.1. No later than seven (7) work days prior to any scheduled arbitration hearing, the Parties shall meet in an attempt to agree on stipulations of fact and joint submission of pertinent case file and to exchange exhibits.

6.2. The arbitration hearing shall be held Monday through Friday during the day shift. The Parties will work together to schedule the hearing within the confines of the duty day for the purpose of maximum participation within the employee(s)' and/or representative(s)' scheduled duty day. Adjustments to the hearing schedule may be made by mutual agreement.

6.3. The employee (grievant) will be in a paid duty status while participating in the arbitration hearing.

6.4. The employee's representative and employee witnesses who are otherwise in a duty status shall be excused from duty without charge to annual leave or loss of pay while participating in the arbitration hearing.

6.5. Work schedule and/or shift change.

6.5.1. Employee(s) and/or representative(s) involved in the hearing who are scheduled to work other than the day shift may request a change in work shift to participate in the hearing without charge to leave or loss of pay.

6.5.2. The employee(s)' and/or representative(s)' regularly scheduled duty hours may be adjusted to accommodate the hearing. For example, the duty hours for an employee regularly scheduled to work 0630-1530 could be adjusted to 0800-1700.

6.6. No overtime will be paid.

**SECTION 7.** Appeal of Arbitrator's award. Either Party may file an exception to the arbitrator's award with the Federal Labor Relations Authority (FLRA) pursuant to Title V and any applicable FLRA regulations.

**SECTION 8.** The time limits specified in this article may be extended by mutual agreement between the Union and the Employer.

**SECTION 9.** Matters which may otherwise be grievable or arbitral may not be processed under this article if the matter is pending before a Court or the employee is under arrest, indictment or investigation. The arbitration process will be held in abeyance until all pending court actions are complete.

## **ARTICLE 23 DUES WITHHOLDING**

**Section 1.** The Union will provide Standard Form (SF) 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues and to furnish them to eligible employee members desiring to authorize an allotment for withholding dues from their pay.

**Section 2.** The Union accepts the responsibility for informing members concerning this withholding arrangement for the allotment of dues and to instruct members desiring to authorize allotments for the payment of dues in the proper completion of Section B of SF-1187.

**Section 3.** The Union will complete section A of SF-1187 and certify amount of dues and eligibility of the member to authorize allotments for payment of dues prior to forwarding to the Civilian Pay Unit. Allotments may be submitted at any time and become effective on the first complete biweekly remittance check/deposit at the close of each pay period.

This check/deposit will be for the total amount allotted for dues for the pay period and will be made payable to: Local F-135, International Association of Fire Fighters and sent to (address to be forwarded by the Local).

**Section 4.** The Employer further agrees that each remittance check will be accompanied by a listing of the names and amounts withheld. The list will also include the names of employees for whom allotments have been permanently or temporarily stopped and the reason therefore, e.g., movement out of the Unit, separation, LWOP, insufficient income during the pay period, loss of membership in the employee organization.

**Section 5.** The Union will promptly notify the Civilian Pay Unit, in writing, when a member of the employee organization is expelled or ceases to be a member in good standing. Upon receipt of such notice, the allotment will be stopped as of the next full pay period.

**Section 6.** An allotment shall be terminated when the employee leaves the unit, as a result of separation, transfer, or other personnel action (except detail); upon loss of exclusive recognition by the labor organization; when the agreement provides for dues withholding is suspended or terminated by an appropriate authority outside DOD; or when the employee has been suspended or expelled from the labor organization.

**Section 7.** An employee may voluntarily revoke this allotment for payment of dues at any time completing SF-1188, Cancellation of payroll deductions for Labor Organization Dues, and submitting it directly to the servicing Civilian Pay Unit. When the employee cannot, or does not desire to use the form, other written notification signed by the employee is acceptable. In any case, revocation is not effective until the first full pay period following one full year from the date of the original authorization for dues deductions, provided the revocation request is received by the servicing Civilian Pay Office prior to such date. Notification of all revocation will be provided to the Union. The carbon copy of SF-1188, when completed by the employee, can be used for this purpose. To facilitate processing revocation of allotments, employees are urged to use the form.

**Section 8.** The Local accepts responsibility for informing and educating its members concerning the arrangements for the allotment of dues and the uses and availability of SF-1187 and SF-1188.

**Section 9.** The Employer agrees to provide appropriate publicity to this arrangement which will:

- 9.1. Emphasize the voluntary nature of the program.
- 9.2. Specify how eligible employees may authorize or revoke allotments.
- 9.3. Specify how and where forms can be obtained.
- 9.4. Include any other essential information.

9.5. When more than one dues withholding arrangement is in effect, include a statement that each employee is limited to one allotment from his pay for payment of employee organization dues.

**Section 10.** If allotments must be stopped temporarily because of insufficient salary (employee in AWOL or LWOP status) back dues cannot be deducted from future earnings. The Union, therefore, will be responsible for collection of such back dues to keep employee membership current.

## **ARTICLE 24 INJURY COMPENSATION, LIGHT DUTY, AND PUBLIC SAFETY OFFICERS' BENEFIT ACT**

**Section 1. Injury Compensation.** An employee who is injured or suffers an occupational disease in the performance of his/her duties will be compensated in accordance with applicable rules and regulations. The Employer agrees to counsel the employee on the procedures for filing claims.

**Section 2.** The Employer agrees to process claims for injury compensation in accordance with rules issued by the Office of Worker's Compensation Program (OWCP), in accordance with the Federal Employees' Compensation Act (FECA). It is agreed that unit employees who incur a job connected injury or occupational disease will notify the supervisor and complete the appropriate forms, such as the (CA-1 for injuries and the CA-2 for occupational diseases); in a timely manner. Injury claims will normally be reported as soon as possible but no later than two (2) work days after the incident.

**Section 3.** If the employee is incapacitated because of his/her job connected injury or occupational disease, the Supervisor will prepare the appropriate form on ~~in~~ the employee's behalf. In all cases where a CA-1 or CA-2 is completed by the employee, the Supervisor will complete the official supervisor's report to insure that any known witnesses to the accident provide signed statements. On the first day of any lost time accident, the Supervisor shall notify the the Injury Compensaiton Office, AFPC/DPIEC, so that a claim under FECA can be initiated. This will be done by electronically initiating the appropriate form (CA-1 or CA-2 through the appropriate avenues, i.e., Department of Labor's (DOL) ECOMP website: [www.ecomp.dol.gov](http://www.ecomp.dol.gov). Employees have an obligation to keep their supervisor informed of changes in their medical condition. Employees will submit Form CA-17 as expeditiously as possible in order to aid in resolving work status.

**Section 4.** Time spent for medical examination and treatment at the Base Medical Facility or other appropriate Medical Facility during work hours for a job incurred injury or any disease caused by employment, will be considered as time spent in a duty status. If the employee is not returned to duty after examination and treatment, the employee will be carried in a pay status for all time spent in securing examination and undergoing treatment to the extent of his/her scheduled regular/overtime tour, in which the injury/disease occurred and in accordance with governing regulations.

**Section 5. Light Duty.** The Employer agrees that, in accordance with applicable Dover AFB Instructions, the policy of the facility is to utilize to the extent practicable those unit employees, on a case by case basis, who are medically restricted as long as their services can be used effectively and will not cause further harm to themselves or others. The Employer shall make every reasonable effort to utilize bargaining unit employees within the Fire Emergency Services Flight.

**Section 6. Public Safety Officers' Benefit Act (PSOB).** The PSOB is a law under which a claimant, who has a certain relationship to a Fire Fighter who died because of fire fighting activity, can be entitled to a monetary benefit. The Department of Justice, Bureau of Justice Assistance, Public Safety Officers' Benefits Division administers the program. Claim must be submitted electronically via the PSOB website at: [ww.psob.gov](http://ww.psob.gov). Fire Fighters are advised to keep potential claimants, i.e., spouses, children, and/or parents informed. A claim for death benefits must be filed within three years. The Employer agrees to keep accurate records of all bargaining unit employees to ensure that all relevant/required information is maintained to date. The Employer and the Union will assist claimants.

## **ARTICLE 25 HEALTH, 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 maintain the following:

1.1. Adequate Bedding (such as mattress, box springs, and bed spread), study area, ~~fan,~~ and operational individual controlled HVAC settings in each bunkroom within established set points.

1.2. Refrigeration for storage of employee's food IAW with applicable health standards, to include annual service.

1.3. Cooking and eating utensils, including but not limited to: pots, electric can openers, coffee maker, toasters, microwave oven, broilers, glasses, plates, bowls, forks, spoons, knives, dishwasher, and garbage disposal.

1.4. Suitable lounge furniture at each station.

1.5. TV and DVD player with cable service (for training, morale, welfare, and recreational purposes) will be provided in the station, to include common areas and bunkrooms.

**Section 2.** The fire station is a "home like" environment to the fire fighters. The Employer agrees to extend the same considerations to the living conditions in the Fire

Station as is extended to other living quarters throughout Dover AFB when utilities and/or appliances break down or need replacing. Maintenance problems will be called to the attention of the facility manager(s) who will notify the appropriate maintenance authorities as soon as possible, normally within 24 hours, and request action to correct the problem as soon as possible. The Employer will notify the Union of work orders.

**Section 3.** The Employer agrees to continue safety inspections on the living quarters of all stations on monthly basis for discrepancies in Federal Health & Safety Regulations. The Employer agrees to make available to the Union a copy of the inspection report. The Employer further agrees to initiate abatement action in accordance with applicable Air Force Instructions.

**Section 4.** The Employer and the Union recognizes the living quarters in the fire station represent space allocated as rest, washroom and sleeping areas for unit employees and agrees not to use these areas as public facilities.

**Section 5.** The Employer agrees to negotiate, as appropriate, any proposed changes or improvements to living spaces with the Union. The Employer further agrees the Union will be consulted before approval is granted for any self-help project by bargaining unit employees to improve the fire station(s) facilities which would cause disruption in the use of existing facilities. Self-help programs for the facilities are voluntary only. No bargaining unit employee will be allowed to perform electrical work on the facilities unless licensed/certified.

**Section 6.** The Employer agrees unit employees will be compensated for their personal effects and equipment damaged or destroyed in the performance of duty to the extent permitted by applicable rules and regulations.

**Section 7. Recreational Facilities.**

7.1. Bargaining Unit Employees shall be allowed to use recreational facilities relating to physical fitness during their stand-by and off-duty time. Access to these facilities will be on a space available basis. Bargaining unit employees will receive the same consideration as other civilian members.

7.2. 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 supervisor. The Crews participating must be ready to respond at all times, so it must consist of a properly staffed crew.

**Section 8. Smoking Policy.** The parties recognize the health hazards of secondhand smoke, notwithstanding the U.S Environmental Protection Agency Study showing that secondhand smoke is the third major cause of lung cancer as well as the legitimate right of every bargaining unit employee to breathe the cleanest air possible. With this important factor in mind, the Fire Station(s) will be free of "known carcinogens" and will promote a smoke-free environment. Therefore, smoking will be prohibited in the Fire Station. Those employees who must smoke may do so outside of the Fire Station. Consideration will be

given to providing a smoking shelter at each station. A designated tobacco use area will be identified by mutual agreement between the Parties.

**Section 9.** It is agreed the Employer will provide parking spaces in close proximity of the Fire Station for all bargaining unit employees.

**Section 10.** It is agreed by the Employer and the organization that health and fitness is an integral component of the occupation. Research has demonstrated the need for high levels of aerobic fitness, muscular endurance, muscular strength, muscular power and flexibility in order to perform safely and effectively in the fire service. To that end, the Parties agree each employee shall participate in at least one hour of physical fitness training each duty day. At the Union's election, bargaining unit employees shall participate in the IAFF Wellness Fitness Initiative program or the Department of Defense Firefighter Physical Fitness program (when implemented). Failure to satisfactorily participate in the program will be handled in accordance with provisions of Article 19. The Employer agrees to provide and maintain physical training equipment in the fire station and to allow the one hour required during duty hours (unless interrupted by emergency situations).

## **ARTICLE 26 STATION UNIFORMS FOR FIRE FIGHTERS**

**Section 1. Requirements.** The requirements and conditions for the Station Uniform and protective footwear for bargaining unit employees will be in accordance with applicable laws, rules, regulations, and NFPA Standards. There will be no changes to the prescribed station uniform without prior consultation/negotiation with the Union.

**Section 2. Uniform Allowance.** Bargaining unit employees will be provided the maximum uniform allowance(s) in accordance with applicable laws, rules, and regulations. The Uniform Allowance is governed by Title V, United States Code, Subchapter 1, Section 5901, 5902, and 5903. When changes occur the Employer will ensure the uniform allowance is adjusted accordingly.

2.1. Initial Allowance. The purpose of the initial uniform allowance is to help pay the initial cost of the required uniform for bargaining unit employees. Management will submit bargaining unit employee's initial uniform allowance requests to the Defense Finance Accounting Service (DFAS) within the first 15 days of being hired. Management will provide notification to the union when this has been completed and when DFAS has processed the requests. Bargaining unit employees will obtain formal uniform(s) in accordance with the most current and applicable Air Force Instruction within two (2) years from initial employment.

2.2. Replacement Allowance. The purpose of the replacement uniform allowance is to help pay for the replacement of uniforms. The replacement allowance will be paid to bargaining unit employees annually at the current rate. No later than 1 October each year, the Employer will provide the Union confirmation that requests for uniform replacement allowance(s) have been submitted. No later than 30 October each year, the Employer will

provide the Union confirmation that uniform replacement allowance requests have been submitted to the Defense Finance Accounting Service (DFAS). The Employer will inform the Union once DFAS has processed the uniform replacement allowance requests. The employees will inform the Employer once the uniform replacement allowances have been received. Bargaining unit employees will obtain formal uniform(s) in accordance with the most current and applicable Air Force Instruction within three (3) years from the effective date of contract.

2.3. The Employer agrees to notify the Union of all changes to uniform allowances.

**Section 3.** Uniforms. Civilian uniforms will be in accordance with this Agreement and applicable agency and local instructions, as negotiated.

## **ARTICLE 27 CIVILIAN DRUG TESTING AND SUBSTANCE ABUSE PROGRAM**

### **Section 1.** Policy.

1.1. The Employer and the Union recognize that illegal drug use is a threat to the safety of the public, other federal employees, bargaining unit employees, including member of the IAFF Bargaining Unit, and is contrary to the efficiency of the service. Thus, the Employer shall take necessary steps, including drug testing, to eliminate drug usage. It is the goal of this article and the Drug Demand Reduction Program (DDRP) to prevent illegal/illicit drug use in the workplace (Fire Emergency Services Flight).

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

1.3. 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.

1.4. In order to eliminate the safety risks which result from being under the influence of illegal drugs, the Parties agree that the establishment and administration of the plan will be accomplished in accordance with Executive Orders, applicable laws, rules, and regulations.

**Section 2.** Testing. Drug testing will be in accordance with applicable agency instructions. Future changes will be negotiated as applicable.

### **Section 4.** Counseling and Rehabilitation.

4.1. Employee Responsibility. Although the Air Force will encourage treatment and rehabilitation, it is the responsibility of every employee to refrain from substance

abuse and take personal responsibility for rehabilitation when substance abuse problems occur. Civilian employees of the Air Force must refrain from illicit drug use whether on or off-duty. Performing duties under the influence of alcohol or illicit drugs adversely affects personal safety, risks damage to government property, significantly impairs day-to-day operations, and exposes sensitive information to potential compromise. Air Force instructions provide for discipline or adverse action for substance abuse (such as alcoholism or the use of drugs) that affects job performance or conduct.

4.2. The Parties agree to support the program as specified in applicable regulations, such as AFI 90-508, Air Force Civilian Drug Demand Reduction Program. This section outlines procedures to control substance abuse, and to identify and assist in the rehabilitation of abusers. Bargaining unit employees whose tests have been verified positive will be provided a one time mandatory assessment and referral appointment which can also be conducted by other appropriate healthcare providers (e.g. civilian healthcare provider). The follow on counseling services can be provided through the installation Employee Assistance Program (EAP) (if available), through the ADAPT program (on space available as fee for service), or other appropriate private health care service providers. Employees may be allowed up to one hour (or more as necessitated by travel time) of duty time for each assessment and referral session up to a maximum of three hours during the assessment/referral phase of treatment. This applies only to assessment/referral and not follow-up treatment. Absences during duty hours for rehabilitation or treatment must be charged to the appropriate leave category according to law and Air Force regulations. The goal of counseling and rehabilitation is to return the employee back to full duty within the Fire Department with the understanding employees will be held accountable for their behavior.

**Section 5. Duty 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. After notifying the on-duty supervisor, an employee would be provided up to 2 hours of duty time to obtain a drug test (at their own cost) immediately following a drug test administered by the Employer.

## **ARTICLE 28 GENERAL PROVISIONS**

**Section 1. Retirement Counseling.** The Employer agrees to provide the opportunity for specialized retirement counseling and/or seminar for employees covered by the Fire Fighters Special Retirement plan at least once every 5 years (unless mutually agreed otherwise). The source of the counseling and/or seminar will be mutually agreed upon by the Parties.

**Section 2. Supervisor's Employee Work Folder.** The Employer shall maintain the Supervisor's Employee Work Folder (SEWF) on each bargaining unit employee in accordance with applicable instructions. An employee and/or their designated representative may review their SEWF upon request to the appropriate management official. The contents of the SEWF shall be limited to documents and records pertinent to

the supervisor and the employee. Materials in the working file which are no longer relevant to the supervisor and employee shall be removed from the file.

**Section 3.** Within-Grade Increases. The granting and/or denial of a within-grade increase shall be taken in accordance with applicable instructions, for granting or denying Within- Grade increases.

## **ARTICLE 29 DURATION AND CHANGES**

**Section 1.** This Agreement shall remain in full force and effect and shall be binding upon the Parties for a period of four (4) years from the effective date (signed by the Parties and approved by the DoD) and, subject to DoD review thereafter in accordance with 5 U.S.C. Section 7114(c)(3), shall be extended for one year periods thereafter unless either Party shall notify the other Party in writing not more than 105 calendar days nor less than 60 calendar days prior to the expiration date, or to any subsequent anniversary date. The terms of this Agreement will remain in force and effect during the renegotiation of said Agreement until such time as a new agreement is approved and in effect.

**Section 2.** Reopener. Either Party may request to reopen this contract during the 45-day window identified above preceeding the second anniversary of the agreement's effective date. If reopened, each Party may identify up to two (2) Articles for negotiation.

Negotiations on ground rules shall begin no later than thirty (30) calendar days after a request to reopen has been communicated.

**Section 3.** 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 4.** All rights, privileges and working conditions enjoyed by the Employer, the Union, and the bargaining unit employees at the present time, which are not included in this agreement, shall remain in full force, unchanged and unaffected in any manner, during the term of this agreement unless changed by mutual consent of the parties or as required by law, rule and/or regulation.

This Agreement is executed on this day: 16 February 2018.

President, IAFF Local F-135  
Vice President, IAFF Local F-135  
IAFF District Field Representative

Civilian Personnel Officer  
Chief, Fire Emergency Services  
Commander, 436th Civil Engineer Squadron

Approved by the Department of Defense on this day: March 5, 2018.