

RANDOLPH
AIR FORCE BASE
MEMORANDUM OF AGREEMENT
BETWEEN
12TH FLYING TRAINING WING (TC)
RANDOLPH AFB, TEXAS
AND
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF)
AFL-CIO LOCAL 90
REVISED EDITION
MARCH 1982

MEMORANDUM OF AGREEMENT

BETWEEN

12 AIR BASE GROUP COMMANDER

AND

LOCAL F-89

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (AFL-CIO)

LOCAL F-89
INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS
SAN ANTONIO, TEXAS

12 AIR BASE GROUP
RANDOPH AIR FORCE BASE, TEXAS

President

Commander

Agreed to and signed by the Parties on the 23rd day of March 1962

APPROVED: No exceptions to regulations are intended or included.

ff29 MAR 1962

DATE

Director of Civilian Personnel ffffff

MEMORANDUM OF AGREEMENT BETWEEN

LOCAL F-89, IAFF, AND COMMANDER, RANDOLPH AIR FORCE BASE TEXAS

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PREAMBLE

Section A. This Memorandum of Agreement is executed pursuant to the exclusive recognition granted Local F-89, an affiliate of the International Association of Fire Fighters (hereafter referred to as the Union), by the Commander, 12th Air Base Group, Randolph Air Force Base, Texas (hereafter referred to as the Employer).

Section B. It is the desire and purpose of the parties to this agreement to promote the efficient administration of the Federal Service and the well-being

Section C. The Union and the Employer recognize that employees have a right to organize and express their views collectively or to refrain from such activity that participation of employees in the formulation and implementation of personnel policies affecting them contributes to the effective conduct of Air Force business that the efficient administration of the Air Force and the well-being of its employees require that orderly and constructive relationships be maintained between the Union and management officials; and that effective employee-management cooperation requires a clear statement of the rights and responsibilities of the Union and the Employer.

ARTICLE 1
RECOGNITION AND COVERAGE

Section A. Under the provisions of the Civil Service Reform Act of 1978, the Employer has granted the Union exclusive recognition in a unit consisting of all nonsupervisory employees in the Fire Protection Division of the 12th Staff Civil Engineer, Randolph Air Force Base, Texas. This agreement is applicable to all employees in the unit specified, and the Union is recognized as the exclusive representative of those employees. The Union agrees to represent in good faith the interest of all employees in the Union without discrimination and without regard to membership in the Union.

Section B. The Union agrees to keep the Employer informed in writing on a current basis of the names and scope of authority of the Union's officers and representatives. The Employer agrees to recognize the Union's officers and duly designated representatives as such for dealings with the Employer.

ARTICLE II
LEGAL AND REGULATORY REQUIREMENTS

Section A. In the administration of all matters covered by this agreement, officials on the Union and Employees of the bargaining Union are governed by Title VII of the Civil Service Reform Act of 1978, and by subsequently published agency policies and regulations.

Section B. Management retains the right:

1. To determine the mission, budget, organization, and internal security practices of the agency, and
2. In accordance with applicable laws
 - a) To hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 - b) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which the agency operations shall be conducted;
 - c) With respect to filling positions, to make selections for appointments from:
 - 1) Among properly ranked and certified candidates for promotion; or
 - 2) Any other appropriate source, and

- d) To take whatever necessary actions to carry out the agency mission during emergencies, including those as outlined in Article XXV of this agreement.

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

ARTICLE III

MATTERS FOR COLLECTIVE BARGAINING

Section A. It is agreed that in prescribing regulations relating to personnel policies, practices, and conditions of employment, the Employer shall have due regard for the obligations imposed by Title VII. However, the Employer and the Union may negotiate—

- 1 At the election of the Employer, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.

Section B. The Employer recognizes that individual actions taken in exercise of the foregoing retained rights may be subject to a grievance of appeal in accordance with applicable laws, regulations, or official policies.

Section C. The rights and responsibilities of management set forth in this article are in addition to any other management rights or responsibilities specified elsewhere.

ARTICLE IV

EMPLOYEE RIGHTS

Section A. The Union and the Employer recognize that Federal employees have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join, and assist any employee organization or to refrain from any such activity. In addition, it is agreed that nothing in this agreement shall be construed as to preclude any employee, regardless of employee organization membership, from bringing matters of personal concern to the attention of appropriate officials of the Employer in accordance with applicable law, rule, regulation, or Air Force policy or from choosing his own representative in a grievance or appeal action. The provision of this agreement may not in any manner diminish or impair any rights which would otherwise be available to any employee.

Section B. The Employer and the Union further agree that the rights described in this article do not extend to participation in the management of an employee

organization or acting as a representative or officer of any such employee organization, where such participation or activity would result in a conflict of interest or otherwise be incompatible with law or regulation or with the official duties of the employee.

Section C. Before proposing and/or effecting disciplinary action against an employee of the bargaining unit, management officials shall attempt to ascertain all pertinent facts, both for and against the employee.

When the supervisor becomes knowledgeable of a possible or actual infraction of the Employer's rules of conduct, the supervisor may, at his discretion, investigate and/or discuss the matter. Such discussion, where applicable, shall be accomplished informally and in private with the employee(s) involved and the employee's representative if requested by the employee.

When the Employer conducts a non-formal investigatory interview, the employee being interviewed is entitled upon request to the presence of a Union representative if the employee reasonably believes that the interview may result in disciplinary action. If representation is requested, no further questioning will take place until the representative is present.

The right to representation in such investigatory interviews arises only when the employee specifically requests Union representation.

ARTICLE V

CONSULTATIONS

Section A. Representatives of the Union and the Employer shall meet as specified below to consult on personnel policies and practices and matters affecting working conditions described in Article III of this agreement. Consultation meetings may be requested orally or in writing; however the request will be put in writing if so described by the other party. Meetings will be arranged at a mutually agreeable time, but if the request is in writing and asks for a meeting as soon as possible, it will be set up within five working days of the second party's receipt of the request. The requesting party will specify the subject(s) to be discussed and the representatives who will attend.

Section B. The number of Union and Employer representatives attending these meetings will be kept to a minimum, consistent with the subject to be discussed. These meetings will normally be held during the Wing's regular working hours. No more than two Union representatives who are employees in the unit and whose regular tour of duty includes the meeting time will be allowed to attend without charge to leave. Additional employee Union representatives may be allowed to attend without charge to leave if satisfactory evidence is provided that they are needed. No employee will be excused to attend at a time when he is being paid overtime.

Section C. If a discussion between management and employees or employee representatives involves a decision on personnel policies or other matters which management is obligated to discuss or negotiate with the Union, management will not make such decisions until this obligation is discharged. Such decisions will not be made in conflict with the provisions of this agreement.

ARTICLE VI

NEGOTIATING SUPPLEMENTS

Section A. A Supplement is defined as a revision of any part or parts of the agreement or the addition of new material not previously included. At any time during the life of this agreement, by mutual consent either or both parties may initiate a request to negotiate a supplement by submitting to the other party its proposed supplement in writing. The party receiving such a proposal may accept it as submitted or may offer a counterproposal in writing. If agreement cannot be reached in this manner within 30 days after receipt of the original proposal, representatives of the Union and the Employer will meet to draw up ground rules and begin negotiations. During the negotiating sessions, no matters other than those directly related to the proposed supplement(s) shall be considered or discussed. This agreement will be brought into conformance with existing published DOD and Air Force policies and regulations, regulations of other appropriate authorities, Title VII of the Civil Service Reform Act, and applicable laws any time it is supplemented or renegotiated. Upon approval, a supplement becomes an integral part of this agreement and its duration is governed by provisions of the agreement.

Section B. Negotiations will normally be conducted during the regular day shift hours. Employee representatives of the Union shall not be on official time when negotiating a supplement, except to the extent that the parties agree to other arrangements which may provide that the Employer will either authorize official time for up to 40 hours or any amount that both parties agree to be necessary and reasonable. The number of employee representatives shall not exceed the number of management representatives.

Section C. The Union and the Employer accept the mutual responsibility to negotiate in good faith with the objective of reaching agreement by diligent and serious exchange of information and views, and by avoiding unnecessarily protracted negotiations. This will include reappraisal of their respective positions by the negotiating parties. When agreement is not reached after serious and diligent negotiations, the parties agree to submit their positions on the disputed matter in written detail to the other party for careful review. If the facts are in dispute, a mutually agreed upon fact finding committee will be appointed to investigate the matter and report back to negotiators.

Section D. Any time this agreement is renegotiated or supplemented, the Union will be given a minimum of 15 copies of the agreement or supplement.

ARTICLE VII

TOURS OF DUTY AND HOURS OF WORK

Section A. It is agreed that the basic tour of duty for fire fighters on Randolph Air Force Base is six 24-hour duty days for a total of 144 hours on duty each two week pay period cycle. Duty days begin at 0730 one day and end at 0730 the next. Each 24-hour duty day will be followed by at least 24 hours off duty except when authorized overtime is required. Employee preferences will be given the maximum consideration practicable in assigning days off. It is further agreed that the tour of duty and hours of work for fire fighters will be adjusted as required by relevant laws, regulations, and official policies of Headquarters USAF and the Office of Personnel Management. However, before changes are made in the scheduled tour of duty or hours of work, the Union will be consulted on the proposed changes, and any suggestions the Union submits will be fully and carefully considered.

Section B. The basic work week for Fire Department employees on a regular tour of duty will normally be the same as that of the 12th Staff Civil Engineer, consisting of five 8-hour days, normally Monday through Friday unless an uncommon tour of duty is requested and approved in accordance with appropriate regulations. At least one week's notice will be given to employees when they are to be assigned to a different tour of duty or their days off are to be changed; however two weeks' notice will be given when possible.

Section C. The fire fighters' 24-hour duty day will normally include time performing actual work and time in a standby status. An employee is in standby status, rather than performing actual work, when he is required to remain in the area of his duty station and to hold himself in a state of readiness to answer calls for his services; but, in the meantime is free to eat, sleep, read, listen to the radio, or engage in similar pursuits. He is performing actual work, rather than being in standby status, when his full attention is devoted to his duties, whether they involve constant activity or not.

Activities constituting actual work shall include, but not be limited to, the following: roll call; inspection and preventative maintenance on fire fighting apparatus, including fire extinguishers; station and grounds maintenance; housekeeping; inspection of buildings and structures; alarm desk watch; preparation of records and reports; organizing and training area personnel, building occupants, and auxiliary fire brigades; fire watch of hazardous operations and places of public assembly; alert status in connection with aircraft activities; actual fire fighting; all types of fire prevention and fire protection proficiency training; drills; classroom studies, and other assigned duties.

The regularly scheduled hours of work for fire fighters on a 24-hour shift starting at 0730 shall be from 0730 to 1700 and from 0600 to 0930. The period from 1700 to 0600 shall normally be standby time as defined in the first paragraph of this section. Actual work as defined in the second

paragraph of this section, other than fire watches, alert status, and fire fighting, will not be required during the standby hours from 1700 to 0600 unless the Fire Chief or his authorized alternate determines that the work is necessary and that delaying it until the next day would be significantly detrimental.

Section D. The Fire Chief will post, on appropriate fire station bulletin boards, a written statement of actual work requirements for fire fighter tours of duty, the regular work schedule, and ground rules for normal operation. Any significant change in the posted statement will be made only after consultation with the Union as called for by Article III of this agreement.

ARTICLE VIII

OVERTIME

The Union recognizes the right of the Employer to select and require employees to perform overtime work needed to accomplish the mission of the activity. The Employer agrees that when employees are required by the Fire Chief, or his authorized alternate, to perform scheduled or unscheduled overtime work as defined in appropriate regulations, they will be paid for the overtime work.

ARTICLE XI

SICK LEAVE

Section A. The Employer agrees that employees shall earn and shall be granted sick leave in accordance with applicable laws, regulations, and official policies.

Section B. The Union and the Employer both recognize that the proper use of sick leave is not only an obligation of the employee but that it is also to his advantage. The Union, therefore, agrees to cooperate with management in its efforts to see that sick leave is requested in accordance with established procedures and that it is used only when the employee is incapacitated for the performance of his duties by sickness or injury; by pregnancy and confinement; for medical, dental, or optical examination or treatment; or when justified under the regulations by a contagious disease in the family.

Section C. Sick leave for absences because of illness, injury, or other circumstances of incapacity which cannot be anticipated, will be requested as soon as possible after the beginning of the illness, normally within the first two hours after the start of the employee's work day. Sick leave for prearranged medical, dental, or optical examination or treatment will be requested in advance of the absence. Employees will be encouraged to make a sincere effort to obtain routine appointments on days off or for a time near the beginning or end of their work day.

Section D. Employees working a 72 hour basic work week normally will not be required to obtain a medical certificate for sick leave which does not exceed two consecutive 24-hour duty periods. Employees working a 40-hour work week normally will not be required to obtain a medical certificate for absences which do not exceed three consecutive work days. However, when the Employer has reason to believe that an employee is abusing sick leave, that employee may be required to submit a medical certificate for each and every absence regardless of duration.

Section E. In case of serious disability or illness that uses up all of the employee's sick leave, he may request up to 30 days advance sick leave. The employee must initiate the request in writing and submit it through supervisory channels to the Civilian Personnel Officer for approval or disapproval. The request should be submitted prior to the period for which needed; it should specify the number of hours of advance sick leave needed, and it must state that the employee intends to return to duty upon recovery. The request must be supported by a medical certificate indicating the approximate length of time the employee will be unable to work and stating that he should be physically able to perform the duties of his position upon his return to duty.

ARTICLE X

ANNUAL LEAVE AND LEAVE WITHOUT PAY

Section A. It is agreed that employees shall earn annual leave and shall be granted annual leave and leave without pay in accordance with applicable laws, regulations, and official policies. It is also agreed that employees on annual leave or leave without pay will be granted all the rights, privileges, and benefits pertaining to retirement, reduction in force, group life insurance, and health benefits to which applicable regulations entitle them.

Section B. It is understood and agreed that annual leave schedules for the leave year will normally be established before the end of January each year. All employees will be given an opportunity for a reasonable vacation and to use all leave which cannot be carried over to the next leave year. However, leave must be scheduled in such a way as to avoid having an excessive number of employees on leave at the same time. Insofar as other leave requests and work conditions permit, annual leave will be approved for the period requested by the employee.

Section C. If it cannot be scheduled at the time requested by the employee, the supervisor will consult with the employee and try to schedule the leave at an alternate time agreeable to the employee. If, in the January survey, more fire fighters in a particular grade level want to schedule leave on an official holiday than can be allowed to take leave that day, those who did not take leave on that holiday the previous year will be given first choice for leave on that holiday on the new schedule for the year. If there are still more contenders for leave on a particular holiday than can be allowed

off, the employee(s) with the most seniority, as determined by the leave service computation date, will be given preference for the leave requested. Requests initiated later in the year to schedule leave on a holiday will be scheduled on the same basis, but leave scheduled in January will take precedence over leave requests initiated later in the year.

Section D. Except in emergencies and circumstances beyond the employee's control, annual leave must be requested in advance of the absence. When so requested, the employee will be informed as far in advance of the proposed absence as possible whether or not the request of approved.

Section E. It is agreed that as work conditions permit, leave for the duly designated representatives and delegates of the Union to attend national conventions of the Union and federal seminars will be given priority over all other annual leave and leave without pay that has not already been approved.

ARTICLE XI

NEGOTIATED GRIEVANCE AND ABRITATION PROCEDURES

Section A. This article shall be the exclusive procedure available to the parties of this agreement and employees in the bargaining unit for resolution of grievances that are subject to the control of the Employer. This procedures shall be applicable to any matter involving working conditions, or any matters involving the interpretation or violation of this agreement, except for the exclusions contained in C below.

Section B. Scope of Coverage.

1. A grievance means any complaint:
 - a. by any bargaining unit employee concerning any matter relating to the employment of the bargaining unit employee;
 - b. by the Union concerning any matter relating to the employment of any bargaining unit employees; or
 - c. by any bargaining unit employee, the Union or the Employer concerning
 - (1) the effect or interpretation or a claim of breach of this Agreement; or
 - (2) any claimed violation, misinterpretation, or application of any law, rule, or regulation affecting conditions of employment.
2. Any employee or groups of employees in the unit may file a grievance under these negotiated procedures. These procedures are not available to any employee outside of the unit.

3. An aggrieved bargaining unit employee affected by discrimination, a removal or reduction-in-grade based on unacceptable performance, or other adverse actions, may, at this/her option, raise the matter under a statutory procedure or the negotiated grievance procedure, but not both for the purpose of this provision and pursuant to section 7121, 5 USC, or employee shall be deemed to have exercised his/her option under this statutory procedure, or files a timely grievance, in writing, under the provisions of this article.

Section C. Exclusions.

Matters listed below are specifically excluded from this procedure.

1. Reduction in Force appeals.
2. Retirement, life/health insurance.
3. Suspension or removal under Section 7532, 5 USC (relating to national security).
4. Prohibited political activities.
5. Nonselection for promotion from a group of properly ranked certified candidates.
6. Separation actions taken on an employee serving a trial or probationary period.
7. Written notices of proposed disciplinary actions where such actions would be grievable under this procedure when effected. This exclusion does not deny the employee's right to obtain representation, nor the right to grieve after receiving final decision.
8. Disapproval of a quality salary increase, performance award, or any other kind of honorary or discretionary award, including non-adoption of a suggestion
9. An action terminating a temporary promotion within a maximum of two years and returning the employee to the position from which he or she was temporarily promoted on a position of comparable grade.

Section D. Questions which cannot be resolved by the parties as to whether or not a grievance is over a matter subject to the grievance and arbitration procedures of this agreement may be referred by either party to arbitration as a threshold matter.

Section E. General Provisions:

1. Official Time – A reasonable amount of official time, if otherwise in a duty status without charge to leave, will be afforded in accordance with the following:

a. To the employee and steward to discuss, informally, with the employee's first-line supervisor, any grievance the employee may have. This meeting shall take place only after the employee has informed his/her supervisor that he/she is aggrieved, what he/she is aggrieved about, and that he/she desires Union representation.

b. To the Union representative to discuss informally or formally with the appropriate management official, any complaint the union may have concerning matters under this agreement.

c. to the employee and Union representative for preparing and presenting a formal grievance or preparation for an arbitration hearing.

2. Representation Rights

a. An employee is entitled to a Union representative at any stage of the grievance procedure. Any unit employee may present and process a grievance under this procedure without the intervention of the Union except that only the union or the Employer may invoke arbitration. If the employee represents himself/herself, the Union will be given an opportunity to be present during the grievance proceeding.

b. The Union representative for employee grievances normally shall be:

(1) The Union steward for the organizational segment in which the grieving employee works, If the representative is other than the steward, the designation shall be in writing to the supervisor by the Union.

(2) In the event of a group grievance, the representation in paragraph (1) above will apply, but only one Union representative will be allowed for the entire group.

3. Time Limits – Failure to comply with the time limits specified in this procedure may be cause to deny a grievance filed hereunder unless the prescribed time limits are extended by mutual agreement of the employer and the employee, or the employer and the Union representative where the employee is representative by the Union.

4. Contents of Grievance – Every grievance filed under this procedure should contain the following:

a. The name(s) of a grieving employee(s) or a statement that the grievance is filed on behalf of the Union.

b. The nature of, or incident causing the grievance and the specific contractual provision in question, if any.

c. If an employee grievance, a statement, as to how the employer is personally affected and personal relief requested.

d. If a Union grievance, the specific corrective action or interpretation required or desired.

Section F.

1. Procedure for employee grievance.

a. Informal Grievance Procedures- - Step One: An employee of the bargaining unit desiring to file a grievance must first discuss the matter informally with their first-level supervisor within 15 calendar days of the date of the management action or occurrence giving rise to the grievance or with 15 calendar days of the complaint becoming aware of such action or occurrence. Within 10 calendar days after such discussion, the supervisor notifies the employee of his/her determination. If the grievance further review, he/she may within the next 15 calendar days file a formal grievance.

b. Formal Grievance Procedures- - Step Two: If the formal discussion or decision at Step 1 fails to resolve the matter, the grievance may be filed within 15 calendar days after receipt of the decision by the employee or a representative designated in writing, with the organizational commander or a comparable level management official (reviewing authority) of the grievance, a written decision will be provided to the employee. During the said 15-day period, the reviewing authority will consider all evidence, statements of the employee and the Union representative. If the employee is represented by the Union, and conduct such investigation and interviews as in his opinion is necessary to resolve the complaint. If the employee desires further review, he/she shall within 15 calendar days after receipt of the Reviewing Authority's decision, request review by the Base Commander, who is the final Administrative Authority.

(1) Step Three: A request for review by the Final Administrative Authority shall be directed to the Civilian Personnel Officer who will forward it immediately to the Base Commander for Base Commander for written decision to the employee within 15 calendar days of receipt by the Civilian Personnel Officer, or the request for review.

(2) Step four: if the grievance is not resolved to the satisfaction of the aggrieved part, the Union may invoke arbitration.

2. Union, Employer Grievances: for grievances between the Employer and the Union concerning the interpretation and/or application of this Agreement and supplements thereto, the following procedures apply:

a. If the Employer is aggrieved, its representative shall file a written grievance with the president of the Union local representative bargaining unit progress within 21 calendar days of the date of the act or

awareness of the act causing said grievance. Representatives of the parties shall meet as soon as possible on a mutual basis on a mutually agreeable date, but not later than 14 calendar days from the date of submission of the grievance to discuss the matter. Within 14 calendar days of said meeting, the president of the local shall render his decision in writing of the matter to the Commander. If such decisions fails to resolve the matter, then Employer may invoke the procedures for arbitration as set forth in this article.

b. If the Union is aggrieved, the president of the local Union shall submit said grievance in writing to the Command of the activity within 14 calendar days of the act or awareness of the act causing the grievance. The commander of his designee may schedule a meeting with the local Union president.

(1) Within 10 calendar days of the date of the meeting or within 14 days of date, the grievance was received the Commander, whichever comes first, the Commander shall render a written decision to the local Union.

(2) If the Commander's decision fails to resolve a grievance the Union may submit the issue to arbitration in accordance with Section G.

Section G: Arbitration: If the Union or the employer invokes arbitration the procedures described below will be followed:

1. Arbitration may be invoked only by the Union or the Employer.

2. Within 20 calendar days from the date of the receipt of the final decision, either party may request the Federal Mediation and Conciliation Service (FMCS) to provide a list of impartial persons qualified to service as arbitrators. "The parties shall meet within five (5) working days after receipt of such list." If they cannot mutually agree upon one of the listed arbitrators, the Employer (striking first) and the Union will each strike one arbitrator's name from the list, and will then repeat this procedure until one name remains on the list. The remaining person shall be duty declared designation of an arbitrator to hear the case.

4. The arbitrator's fee, incidental expenses, and travel pay will be borne equally by the Union and Employer, including the cost of transcripts. The arbitration hearing will be held, if possible, on the Employer's premises during regular day shift hours of the basic work week. Air Force participants in the hearing will be in a duty status. The arbitrator will determine the number of participants of each Party.

5. The arbitrator shall arrange a mutually satisfactory time to hear the grievance at which time both parties shall appear and present testimony either orally or in writing. The Arbitrator will be in complete charge of the hearing.

6. The arbitrator's award shall be binding on the parties and implement upon receipt, unless appealed. Either party may file an exception to an award with the Federal Labor Relations Authority. The arbitrator has no authority to change or modify or add to this agreement, and shall be governed by 5 USC 7701 (c)(1) for matters covered by 5 USC 4303 and 5 USC 7512.

ARTICLE XII

REDUCTION IN FORCE

Section A. Reduction-in-force processes will be administered in accordance with current Air Force regulations and OPM directives. The Employer agrees to inform the Union of any proposed reductions-in-force in the unit as far in advance as practicable, giving the approximate number of employees and the competitive levels likely to be affected, the proposed effective date, the actions expected, and the reason for the reduction-in-force.

Section B. When separation of employees in the unit by RIF seems probable, the Employer agrees to use training to the maximum extent practicable as a means of preparing affected employees, who have the necessary potential, for reassignment to positions likely to be vacant elsewhere on the Base.

Section C. The Employer agrees to give separated employees appropriate consideration for reemployment as specified in applicable regulations. The Employer also agrees to give employees who have been downgraded without personal cause, and not at their own request, every reasonable consideration for repromotion to a position of the same or equivalent grade as that from which they were downgraded.

ARTICLE XIII

CLASSIFICATION

Section A. It is agreed that supervisors, with the assistance of Civilian Personnel Office specialists, will explain to employees, on request, the basis of the classification of their position and will attempt to resolve questions as to the adequacy and accuracy of their position descriptions.

Section B. Dissatisfactions regarding classification of positions will be resolved in accordance with applicable regulations and classification standards. Upon request, representatives of the Civilian Personnel Office will advise and assist employees on the procedural aspects of filing position classification appeals. An employee may designate a representative of his choosing to assist him in preparing a written appeal.

ARTICLE XIV

WORK ASSIGNMENTS

Section A. The Union recognizes that the assignment of work is a management prerogative; however, the Employer agrees that work assignments should be as closely related to the regular duties of the employee's position and to the employee's qualifications as operating needs will allow.

Section B. The Employer agrees that such duties as making service calls to correct malfunctions of mechanical, electrical, heating, air conditioning, or plumbing equipment are not considered closely related to the duties of a fire fighter except insofar as fire protections, fire prevention, and/or fire fighting are involved. However, agreement on this point does not affect the authority of the Employer to assign duties to its employees nor its authority to assign unrelated duties to an employee in an emergency situation.

ARTICLE XV

DISCIPLINARY ACTIONS

Section A. The Employer agrees to place primary emphasis on effective employee-management relations to prevent situations that require disciplinary action. The Union agrees to encourage employees in the unit to perform their assigned duties conscientiously; to conduct themselves both on and off the job in a manner that will reflect credit on the Union, themselves, and the Air Force; to respect the administrative authority of personnel assigned to direct their work; and to observe the spirit as well as the letter of the laws and regulations governing conduct.

Section B. The Employer agrees that any employee in the unit, whether a member of the Union or not, may bring to the attention of the Union any notice of disciplinary action, adverse action, or final decision that has been issued to him. The Union agrees that unless the employee informs the Union of such a notice, the Employer may hold any information relative to a disciplinary action as a privileged and private matter between the Employer and the employee.

Section C. The Employer agrees to inform employees and their designated representatives of the procedures for filing a grievance or an appeal against a disciplinary action. The Union agrees to encourage employees in the unit to make an honest effort to resolve potential grievances with their supervisor or the Civilian Personnel Office before presenting a formal written grievance.

Section D. The Union also agrees to encourage employees in the unit to honor their valid debts so they will not be brought to the attention of the Employer for appropriate action.

ARTICLE XVI

SAFETY

Section A. The Employer will make every reasonable effort to provide and maintain safe working conditions. The Union will cooperate in this effort by encouraging employees to work in a safe manner and to report promptly to their supervisor any unsafe practices or conditions observed for appropriate corrective action.

Section B. The Employee agrees to make every possible effort to furnish protective clothing and equipment prescribed in appropriate regulations for fire fighters. The Union agrees to cooperate actively in assuring that members of the unit make full and appropriate use of such clothing and equipment and take proper care of it while in their custody.

Section C. It is agreed that during training, as in all activities on duty, every reasonable precaution will be taken to assure the safety and well-being of all employees.

ARTICLE XVII

POSTING AND DISTRIBUTING LITERATURE

Section A. The Employer agrees to make space available on appropriate bulletin boards in the Fire Department for the posting of Union notices and bulletins. The Union agrees to request prior approval of the Fire Chief and the Civilian Personnel Officer before posting literature on the bulletin board or distributing it on the base.

Section B. The Union recognizes that any literature to be posted or distributed must not violate any law of the security of the Base nor contain scurrilous or libelous material and that violation of these standards will be grounds for revocation of this privilege.

Section C. The Union agrees to maintain its bulletin board space in good order and to remove notices and bulletins from it as soon as their purpose has been served. This will normally be within two weeks unless a longer period of time is approved by the Fire Chief or Civilian Personnel Officer.

ARTICLE XVIII

INTERNAL UNION BUSINESS

It is agreed that internal Union business such as holding meetings, soliciting new members, observing grievance procedures, collecting Union dues and fees, campaigning and conducting elections for Union offices, and distributing Union literature will be carried on during the non-duty hours of the employees involved.

ARTICLE XIX
UNIFORMS AND ALLOWANCES

Section A. It is recognized that policies on the payment of uniform allowances and the wearing of dress uniforms are established by law and governmental regulations. The Employer agree to comply with these laws and regulations.
The Employer agrees to comply with these laws and regulations and the Union agrees to cooperate in implementing the policies on uniforms.

Section B. The Employer and the Union agree that a standard work uniform is also required. All fire fighters will secure, maintain and wear the work uniform during duty hours as prescribed by the Fire Chief, If the work uniform is to be changed, the Fire Chief will appoint a committee, including the Union steward on each shift, to review and consider the possibilities, The committee will submit its recommendations to the Fire Chief, who will decide the standard work uniforms to be adopted. The Fire Chief, will also make the final decision on the implementation date, but it will not be less than nine months after the date of the decision.

ARTICLE XX
TRAINING

Section A. It is agreed that initial and continuing proficiency training is essential, as action in emergencies must be swift and sure, and is a reflex of planning, knowledge, and practice. Recurrent training is also essential because of the rapid introduction of new materials, weapon systems and operational hazards and the development of corresponding protection procedures and devices. Therefore, both the Employer and the Union agree that a comprehensive training program will be maintained to provide a competent, proficient workforce in the Fire Department at all times.

Section B. It is further agreed that the Fire Department training program(s) will be conducted in accordance with applicable ATC and Air Force directives and regulations. Such training activities as fire drills, proficiency training and classroom studies will be scheduled and conducted on weekdays and Saturdays morning, rather than on Saturday afternoon, a Sunday, or on a regular or specially declared Federal holiday, unless the Fire Chief or his authorized alternate determines that such a time is the only practical way to meet the drill requirements of higher headquarters or to accomplish needed fire fighter proficiency training. In such cases, he will inform the Union steward or his alternate of this decision and the reason for it before the training schedule is posted or announced.

Section C. It is agreed that during training, as in all activities on duty, every reasonable precaution will to assure the safety and well-being of all employees.

Section D. Upon request, the Union steward will be informed of any off base training that has been requested or scheduled and of the reason for scheduling particular individuals for particular individuals for particular courses. The steward will be free to present to the Fire Chief any views on the scheduled training that he believes merit attention. The Fire Chief will carefully consider the merits of any such views presented.

ARTICLE XXI

FUND DRIVES

It is recognized by both parties that employees of the unit should be given an opportunity to participate in authorized civic welfare drives, such as the Combined Federal Campaign and United States Savings Bond drives. The Union agrees to encourage employees in the unit to participate in these civic responsibilities at their place of employment and according to their means.

ARTICLE XXII

DURATION OF AGREEMENT

Section A. This agreement will remain in effect for two years from the date of its approval by HQ ATC. On the second anniversary of its approval, and each two years thereafter, it will automatically be renewed for an additional two-year term unless, in the period between 90 and 60 days prior to the end of the one of the two-year terms, either party gives written notice to the other party of its desire to terminate and renegotiate the agreement or unless a timely and valid challenge to the Union exclusive recognition is filed.

Section B. It is agreed that this agreement will terminate at any time if it is officially determined that the Union is no longer entitled to exclusive recognition under the applicable executive order statute. The employer agrees to discuss any such determination with the Union before any change in recognition status is made.

Section C. It is understood that any supplements to this agreement require the same approval as the basic agreement and that any supplements will terminate at the same time as the basic agreement.

Section D. This agreement will be brought into conformance with relevant statutes, laws, or regulations of higher authority any time it is renewed, renegotiated, extended or supplemented.

ARTICLE XXIII

DUES WITHHOLDING

Section A. Union dues shall be deducted from the pay of eligible employees who voluntarily authorize such deductions in accordance with the procedures established in this article. The previous agreement between the Parties for dues deductions is hereby superseded.

Section B. To be eligible for Union dues deductions, an employee must:

1. Be a member of the Union in good standing.
2. Be employed in the unit for which the Union holds exclusive recognition as defined in Article I of this agreement.
3. Regularly have sufficient salary after other legal and required deductions, to cover the amount of the authorized allotment. Such other legal and required deductions have priority over deductions for Union dues.

Section C. The Union agrees to:

1. Designate in writing to the Civilian Pay Office with a copy to the Civilian Personnel Office:
 - a. The name and title of Union officials authorized to certify Standards Forms 1187 and sign correspondence called for in this article.
 - b. The name, title, and address of the Union official to whom the biweekly report on Union dues withheld should be mailed.
 - c. The name, title, and address if the Union official or the account number and the name and address of the bank to which the biweekly check for union dues deductions should be mailed.
2. Distribute Standard Forms 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues, to eligible employee members who want to authorize an allotment for payment of Union dues.
3. Inform its members of the program for voluntary Union dues deductions and of the procedures for use of Standard Form 1187 to initiate dues deductions.
4. Inform its members of the policies and procedures for revocation of allotments and provide to members on request copies of Standard Form 1198, Revocation of Voluntary Authorization of Allotment of Compensation for Payment of Employee Organization Dues.

5. Promptly refund any unauthorized deductions or excess payments either to employees or the Employer as required.
6. Promptly notify the Civilian Pay Office in writing of the effective date that a Union member is expelled or for any reason ceases to be a member in good standing.

Section D. The employer agrees that:

1. The Civilian Pay office will implement applications for dues deductions effective the first full pay period after the properly completed Standard Form 1187 is received in the Civilian Pay Office.
2. The Civilian Pay Office will notify the Union of the revocation of an allotment by sending a copy of the revocation to the Union with the dues deductions report for the pay period in which the revocation was implemented.
3. The Accounting and Finance Officer of Randolph Air Force Base will remit the amount due to the Union after each pay period in a single check. Such remittance will be made at no cost to either the Union or Employee. The check will be mailed to the Union Officer or bank designated to receive it, with a report containing the following information:
 - a. Identification by name or code of the base and the union.
 - b. The pay period for which the dues were withheld.
 - c. The names of employees for whom dues were withheld and the amount withheld for each.
4. The Civilian Pay office will maintain a supply of Standard Forms 1188 and make them available to employees upon request. A reasonable number of Standard Forms 1188 will also be made available to the Union for distribution to its authorized stewards.

Section E. An employee may submit a revocation of his allotment for payment of Union dues at any time. This is done by securing a copy of Standard Form 1188 from the Union or the Civilian Pay Office, completing and signing it, and submitting it to the Civilian Pay Office. A written request for revocation of dues by the employee will become effective at the start of the first pay period on or after 1 September provided that revocation request is received in the Civilian Pay Office prior to that date. Dues allotments must have been in effect for a minimum of one year, and may be revoked only during the above period.

Section F. Allotment or Union dues will be terminated by the Civilian Pay Office:

1. At the beginning of the first full pay period after the effective date the Union exclusive recognition or this written agreement is officially terminated under appropriate authority.

2. At the beginning of the first full pay period after the Civilian Pay Office's authority to withhold Union dues is officially suspended or terminated by an appropriate authority outside the Department of Defense.
3. At the beginning of the first full pay period after the Civilian Pay Office receives notice from the Union that an employee has been expelled or is no longer a member in good standing.
4. With the issuance of an employee's final pay check upon his or her retirement, separation, transfer or reassignment to another payroll office. In the case of death, no deduction will be made for the pay period in which death occurs.
5. At the beginning of the first full pay period after the Civilian Pay Office is notified that an employee is officially and permanently placed on a position, other than by detail or temporary promotion, out-side the unit, for which the Union hold exclusive recognition, including employees promoted to supervisory positions.
6. At the beginning of the first full pay period after the unit is redefined by an official revision of this agreement that eliminates from the unit the position of an employee with a dues withholding allotment.

Section G. The Union will notify the Civilian Pay Office in writing, with a copy to the Civilian Personnel Office, of any changes in the amount of Union dues to be deducted. Such changes will not be made more often than once in any 12 month period. Subject to this limitation a change will be made effective the first full pay period following receipt of the notice in the Civilian Pay Office unless otherwise requested by the Union. It will be stated in the notice to the Civilian Pay Office and on subsequent Standard Forms 1187 as a specific amount to be deducted each bi-weekly pay period.

ARTICLE XXIV CONTRACTING UNIT

Management agrees to inform the Union of notification of the initiation of any study by higher headquarters to "contract out" any work of the bargaining unit which may adversely effect a realignment of work force or technological change.

ARTICLE XXVI CIVIL DISTURBANCES

When a civil disturbance is in progress or anticipated, any request for fire-fighting assistance that will require the dispatch of employees and/or fire-fighting equipment of the unit to an off-base location, will be acted only after due consideration of all the circumstances by the proper management officials.

ARTICLE XXVI
FIRE FIGHTERS PHYSICAL FITNESS PROGRAM

1. Fire Protection personnel must conform to physical standards contained in AFR 160-43 and OPM Qualification Standards, GS-081.
2. Fire fighters must not have physical defects or grooming habits that impede ability to wear protective clothing and life support equipment, climb ladders, move through dark/smoke-filled facilities and aerospace vehicles wearing self-contained breathing apparatus.
3. All Fire Protection personnel must take part in a job-related physical fitness exercise program. The physical fitness program will be developed with the advice of a qualified physical fitness person. This program will be accomplished during normal duty hours and posted in the monthly training schedule.