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## ARTICLE 1

### PARTIES AND UNIT

1. PARTIES. This MOA is executed pursuant to Public Law 95-454, Title VII of the CSRA of 1978, relative to Labor-Management Relations in the Federal Service, and to the exclusive recognition granted Local F-116, International Association of Fire Fighters, (IAFF) AFL-CIO, CLC. The parties to this Agreement are the Commander, 30th Space Wing, Vandenberg AFB (VAFB), California, hereinafter referred to as the Employer, and Local F-116 (IAFF) hereinafter referred to as the Union. Accordingly, the term "Employer" and "Union" as used herein shall apply interchangeably to these officials (Wing Commander, Fire Chief, Union President), or their authorized designees (whenever language in this Agreement refers to specific duties or responsibilities of specific employees, management officials, or offices, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Employer retains the sole discretion to assign work and to determine who will perform the function discussed). The parties affirm the policies set forth in the CSRA and mutually agree that this Agreement is made to promote such policies in the relationship between the parties.
  
2. BARGAINING UNIT. The bargaining unit to which this Agreement is applicable includes all employees assigned to the Fire Protection Branch, 30th Civil Engineering Squadron (CES), located at VAFB, who are eligible for membership in the Union, hereinafter referred to as the "Unit". Management officials and supervisors are excluded.

## ARTICLE 2 DEFINITIONS

The following definitions of terms used in this Agreement shall apply.

**ADVERSE ACTIONS.** An adverse action is a removal, suspension, furlough for 30 days or less, or reduction in grade or pay. These actions don't include those resulting from reduction in force. Adverse actions may or may not be for disciplinary reasons.

**ARBITRATOR.** An independent third party chosen from a list furnished by the FMCS to the Employer and the Union, and to whom the disputing parties submit their differences for a decision.

**AWS (ALTERNATIVE WORK SCHEDULES).** Work schedules made up of flexible or compressed schedules.

**CPF (CIVILIAN PERSONNEL FLIGHT).** The consolidated offices responsible for administering civilian personnel programs and policies.

**CSRA (CIVIL SERVICE REFORM ACT OF 1978).** Public Law 95-454, Title VII, Federal Service Labor-Management Relations Statute governing labor-management relations in the Federal Sector.

**DAY.** Unless otherwise specified, day refers to consecutive calendar days, including holidays, weekends, and other non-duty days.

**DISCIPLINARY ACTION.** A disciplinary action is an action taken by the Employer to correct an employee's delinquency or misconduct. Included are oral admonishments, reprimands, suspensions, removals, and in some cases, reduction in grade or pay. Except for oral admonishments and reprimands, these disciplinary actions are also adverse actions.

**EEO (EQUAL EMPLOYMENT OPPORTUNITY).** The policy that prohibits discrimination based on race, color, religion, sex, national origin, age, and physical or mental handicap.

**EMPLOYEE.** A member of the bargaining unit represented by Local F-116, IAFF.

**EMPLOYER.** The 30th Space Wing Commander (hereinafter referred to as Wing Commander) and all other representatives of VAFB management who have derivative authority to act for the Wing Commander, in the administration of this Agreement and in administering the Labor Relations Program. The terms "Employer" and "management" are used interchangeably.

**FIRE CHIEF.** Fire Chief or Senior Fire Officer on duty.

FECA (FEDERAL EMPLOYEES' COMPENSATION ACT). A federal law that provides workers compensation benefits to federal civilian employees.

FLRA (FEDERAL LABOR RELATIONS AUTHORITY). An independent federal agency that administers the Federal Service labor-management relations program.

FMCS (FEDERAL MEDIATION AND CONCILIATION SERVICE). An independent federal agency, which provides services and assistance to agencies and exclusive representatives in the resolution of negotiation disputes/impasses.

GRIEVANCE. A complaint identifying a concern or dissatisfaction regarding any matter relating to employment; or the interpretation, application, implementation, or violation of this Agreement; or agency policy or regulations affecting conditions of employment.

IBB (INTEREST-BASED BARGAINING). A collaborative approach to collective bargaining that encourages joint problem solving based on the parties' interests and leads to results of greater benefits to employees, managers, the union and the organization.

IMPASSE. The inability of representatives of the Employer and the Union to arrive at a mutually agreeable decision concerning negotiable matters.

LRO (LABOR RELATIONS OFFICER). A staff member of the CPF who has primary responsibility for negotiating agreements and who serves as the Commander's representative in matters pertaining to the labor-management program on Vandenberg AFB.

MOA (MEMORANDUM OF AGREEMENT). A written agreement between management and the union setting forth specific personnel policies and practices, and working conditions for bargaining unit employees.

MRO (MEDICAL REVIEW OFFICER). A licensed physician with knowledge of substance abuse disorders and the appropriate medical training to interpret and evaluate all positive test results together with an individual's medical history and any other relevant biomedical information.

MSPB (MERIT SYSTEMS PROTECTION BOARD). An independent agency, which monitors the administration of the Federal civil service system.

PARTIES. The Employer and the Union to which this Agreement is applicable.

PAST PRACTICE. A term or condition of employment that has been established in the workplace by practice or other form of tacit or informal agreement.

SCD (SERVICE COMPUTATION DATE). Either an actual or constructed date used to determine benefits that are based on how long an employee has been in Federal

Service. For purposes of this Agreement, the SCD will be the date indicated on employees' DFAS Form 1, Civilian Leave and Earnings Statement.

SUPERVISOR. An individual employed by the Employer having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment, except that, with respect to any unit which includes firefighters or nurses, the term "supervisor" includes only those individuals who devote a preponderance of their employment time to exercising such authority.

UNION REPRESENTATIVE. An officer or steward of the Union, or other individual designated by the President of the local.

## ARTICLE 3 GENERAL PROVISIONS

1. Management recognizes labor organizations and collective bargaining in civil service are in the public interest as cited by the US Congress in the CSRA.
2. The parties agree that the intent and purpose of this agreement is to promote and improve the efficient administration of the federal service and the well being of employees. This memorandum establishes a mutual agreement and understanding of the parties relative to personnel policies, practices, and procedures, and other matters affecting conditions of employment. Its purpose is to provide means of amicable discussion and adjustment of matters of mutual interest.
3. In the administration of all matters covered by this MOA, officials and employees are governed by existing laws and policies set forth in Federal and Agency regulations and instructions at the time it is approved; and by subsequently published policies, regulations and instructions required by law or by the Agency; and appropriate authorities cited in the CSRA.

## ARTICLE 4 MANAGEMENT RIGHTS

Management officials of the agency retain the right:

- a. To determine the mission, budget, organization, number of employees and internal security practices of the agency; and
- b. In accordance with applicable laws:
  - (1) To hire, assign, direct, layoff and retain employees in the agency, or to suspend, remove, reduce in grade and pay, or take other disciplinary action against such employees;
  - (2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operation 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 actions necessary to carry out the agency mission during emergencies.

## ARTICLE 5

### REDUCTION IN FORCE/FURLOUGHS

1. Except as restricted by military security classification imposed by a higher authority, the Employer shall advise the Union, in a reasonably prompt manner, of any reductions in force (RIF) which are scheduled to take place.
2. When requested, the Employer agrees to provide the Union with written rationale for the reduction in force; for example, if due to reorganization, the reasons for the reorganization. This rationale will include identification of the source at which the reduction in force was initiated.
3. The employer agrees to meet with the Union, on official time, no later than seven (7) calendar days prior to issuance of RIF notices. The purpose of the meeting is to negotiate on matters concerning the impact and implementation of the RIF on the bargaining unit. The Employer and the Union shall have an equal number of representatives, not to exceed three (3) each, at such meetings.
4. Upon request, and in connection with the meetings described in paragraph 3 above, the Employer will furnish the Union with copies of relevant documents.
5. All reductions in force will be carried out in strict compliance with applicable laws and regulations. Written notification will be given to separated employees explaining reinstatement rights and placement assistance, as provided for by Federal regulations. Such employees will be carefully counseled concerning priority placement and referral rights under applicable OPM and DoD regulations.
6. During furlough actions, members of the bargaining unit may be considered emergency essential personnel and will remain on duty.
7. Displaced firefighters may be eligible for priority hiring pursuant to CAL Government Code, Section 53270, "Hiring of Civilian Federal Firefighters."

## ARTICLE 6 UNION RIGHTS

1. The Employer recognizes that the Union has the exclusive right to represent all employees in the unit. The Union will be provided an opportunity to be represented at all formal discussions between Management and employees, or employee representatives, concerning grievances, changes in personnel policies and practices, or other matters affecting the general working conditions of employees in the unit. Forty-eight hours advance notice will be provided to the Union, if at all possible, concerning the formal discussions. The representative will be permitted adequate time to prepare and present the views of the Union during the discussions.
2. Internal Union business such as soliciting membership, collecting dues, electing officers, attending Union meetings, and posting or distributing Union literature will be conducted during non-duty hours. Upon request, and subject to normal security limitations, the Union shall be granted authority to conduct no less than one (1) membership drive, of up to 30 days duration, each year. The Union may be authorized to hold informational meetings, during duty hours, to discuss issues that are of mutual interest to labor and management. The Union will ensure content of meetings complies with current laws and regulations. The Union will normally notify management 14 days prior to the time of the desired meeting. Meeting dates and times will be mutually agreeable to management and the Union.
3. Federal, and Air Force Regulations and Instructions will be available to employees of the unit upon request. Changes to the law, Federal and Air Force Regulations and Instructions, governing labor/management relations will be provided to the Union within seven (7) calendar days after receipt by the LRO.
4. The Union will have an appropriately marked parking space at Building 10660 for the use of Local F-116 officers and membership.

## ARTICLE 7

### STEWARDS AND OFFICERS OF THE UNION

1. The Employer will recognize the duly elected officers and duly appointed stewards of the Union. No more than six (6) Union stewards will be appointed. An updated list of Union officials and stewards will be provided to the Fire Chief and the LRO within 14 days whenever a change occurs or upon their written request for it. Management will notify the Union at least 14 days in advance of any permanent reassignment of Union officers or stewards, except where the agency would be seriously handicapped in carrying out its functions, or costs would be substantially increased.
2. The Employer agrees to allow authorized Union representatives, appointed by the President of the Local, a reasonable amount of official time for the following representational duties:
  - a. Representing the Union in the negotiation of a collective bargaining agreement, including attendance at impasse proceedings, during the time the employee otherwise would be in a duty status. The number of employees for whom official time is authorized shall not exceed the number of individuals designated as representing the agency for such purposes.
  - b. Participating for, or on behalf of, the Union in any phase of proceedings before the FLRA.
  - c. Attending appropriate training sessions, meetings, conferences, conventions, discussions and performing other representational duties as mutually agreed to by the parties. Union officials desiring to attend meetings, etc., will submit an agenda to the LRO through the Fire Chief for approval. Areas of mutual concern would include matters relating to pay, working conditions, work schedules, grievance procedures, performance ratings, proposed adverse actions, and agency policies.
  - d. Receiving, investigating, preparing and presenting grievances, from Step 1 through arbitration, when applicable.
3. In order to obtain authority for release from their work station, Union representatives will identify the specific reason for which official time is necessary and the amount of time required. Unless the absence of the representative at the particular time requested would impede the work or schedule of the Fire Protection Branch, the Base Fire Chief, or the next senior Fire Officer in the Chief's absence, will grant the request. The amount of official time requested must be reasonable, necessary, and in the public interest.
4. Prior to leaving their assigned work areas to investigate complaints, Union representatives shall request permission from their immediate supervisors. Before discussing any matter with an employee, the Union representative will report to the employee's immediate supervisor and state the purpose of the visit. The supervisor's

permission will be granted as soon as practicable. Representatives will report back to their supervisors when they return to their assigned station.

5. A record of official time used will be maintained current by the immediate supervisor. All official time used will be recorded on the employee's Official Time and Attendance record.

6. Nothing contained in this agreement shall limit the right of individual employees in the unit to discuss complaints with their immediate supervisors.

7. The Employer and the Union agree that it is beneficial and will promote the efficiency of the Labor-Management Program at VAFB, if the Union representatives are well trained in the duties required of them. Union representatives will normally be granted official time, not to exceed four (4) hours per month, to attend training on VAFB. Representatives may attend any scheduled training session; however, official time will not be granted if they are in an off-duty status at the time of such training. Training may cover the following subjects:

a. Interpretation of this agreement.

b. Interpretation of CSRA.

c. Understanding of EEO programs.

d. Interpretation of Federal and Air Force Regulations and Instructions and their relationship to this agreement.

e. Processing grievances under the procedure herein.

f. Retirement briefings or training.

g. Reduction in force (RIF) training.

h. Representational duties and any other training mutually agreed upon by the Fire Chief and the Union.

8. The Union President will be responsible for determining whether training is needed each month and will make the necessary arrangements. The President will also submit to the Fire Chief and Base LRO, no later than seven (7) calendar days after such

training sessions, a summary of the subject discussed, a roster of those attending the training, and duration of the training session.

**ARTICLE 8**  
**UNION VISITS AND INFORMATION**

1. Any duly authorized representative of the IAFF, the California Professional Firefighters, or any Union legal representative may, with prior approval of the Base Fire Chief, be granted access to VAFB when in accordance with Air Force Regulations. Such visits shall not interfere with the performance of duty by employees in the unit.
2. The Employer will provide separate, suitably covered bulletin board space for the exclusive use of the Union for the posting of Union literature (at each Fire station).
3. The Employer agrees to authorize official duty time for a Union Representative to explain the Union's status as exclusive representative to new employees of the Unit. Such explanations will be allowed during the first 14 days following the new employee's starting date. The Employer further agrees to inform a new employee of the exclusive recognition of the Union at the time the employee is hired.

## ARTICLE 9 DUES WITHHOLDING

1. This article shall apply to all employees in the Unit who: (1) are members in good standing in the Union; (2) voluntarily complete Standard Form (SF) 1187; Request for Payroll Deductions for Labor Organization Dues; and (3) receive compensation which is not subject to deductions of a higher priority and is sufficient to cover the total amount of the allotment.
2. The Union and the Employer agree that the provisions of this article are subject to and will be governed by Public Law 95-454, CSRA, Title VII and regulations of the Agency and the Office of Personnel Management. The Employer agrees to deduct dues in accordance with the Union's schedule of dues.
3. The Union agrees to assume the responsibilities for:
  - a. Informing and educating bargaining unit members on the voluntary nature of the system for the allotment of labor organization dues, including conditions under which the allotment may be revoked.
  - b. Purchasing and distributing the SF 1187 to members.
  - c. Completing Attachment A of SF 1187 and keeping the local payroll customer service representative informed, in writing, of any changes in this information.
  - d. Forwarding properly executed and certified SF 1187 to the local payroll customer service representative.
  - e. Informing the servicing payroll office of the name of any participating employee who has been expelled or ceases to be a member in good standing within 15 days of the date of receipt of final determination.
  - f. Informing the local payroll customer service representative of any change in the schedule of membership dues.
4. The Employer agrees to assume responsibility for:
  - a. Permitting and currently processing voluntary allotment of dues in accordance with this article.
  - b. Providing individual members with information, upon request, concerning the voluntary revocation of authorization of voluntary allotments on SF 1188, Cancellation of Payroll Deduction for Labor Organization Dues.

- c. Notifying the member and the Union official to whom the remittance is sent when a member is not eligible for an allotment. The servicing CPF is responsible for this notification.
  - d. Withholding dues in accordance with the schedule certified by the authorized Union official.
  - e. Automatically depositing dues withheld by payroll to the bank account designated by the Union.
  - f. Providing a data listing of members for whom deductions were made, and mailing a copy of the voucher showing the amount deposited to the Union Treasurer by the Tuesday following pay day, if at all practicable. The Union will be notified of any expected delays.
5. Administrative errors in automatic deposit will be corrected and adjusted as soon as practicable.
6. Effective dates for actions under this article are as follow:
- a. Starting Dues Withholding: Effective at the beginning of the first pay period after date of receipt of properly executed and certified SF 1187 by the local payroll customer service representative.
  - b. Change in Amount of Dues: Effective at the beginning of the first pay period after receipt of certification by the local payroll customer service representative. However, there may not be more than one (1) change during each six-month period.
  - c. An employee may voluntarily revoke an allotment after a period of one year by completing SF-1188, cancellation of Payroll Deductions for Labor Organization Dues, and submitting it directly to the local Payroll Customer Service Representative. Other written notification, signed by the employee, is acceptable if the SF-1188 is not used. Revocations will be effective at the beginning of the first full pay period after receipt. The Payroll Customer Service Representative will notify the Union of a revocation by sending the Union a copy of the revocation request not later than seven (7) days after receipt.
  - d. Termination Due to Loss of Membership in Good Standing: Effective at the beginning of the first full pay period after the date of notification to the local Payroll Customer Service Representative.
  - e. Termination Due to Loss of Exclusive Recognition upon which Allotment was based: Effective at the beginning of the first full pay period following loss of recognition.
  - f. Termination Due to Separation, Transfer or Other Personnel Action:

(1) If the action is effective on the first day of a pay period, termination of allotment will be effective at the end of the preceding pay period.

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

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

**ARTICLE 10**  
**OFFICE SPACE AND FACILITIES**

1. The employer agrees to provide office space on VAFB for the Union's use. Office space will be provided at Fire Station 1, adjacent to the weight room and main crash stall, until space is created at Fire Station 2 Headquarters, during remodeling. The Employer further agrees to provide the office space and access to office equipment, computer, and file cabinets, etc., at no cost to the Union, during the term of this contract, provided the building remains a joint-use facility. Meeting space will be provided for the Union in the conference classroom at Building 860.
2. The Employer further agrees to provide a telephone with an outside line and DSN capability. The location of the phone will be at the discretion of the Union president. The Employer will permit the Union to utilize the Fire Department's computers, printers, and fax machines for matters of interest to both parties.
3. The Employer will provide the Union a bulletin board in each fire station.
4. The Employer will allow the Union to use the internal mail distribution system on a limited basis to correspond with agency officials on official business of mutual concern to both the agency and union officials.

**ARTICLE 11**  
**SUPPORT OF AIR FORCE AND UNION PROGRAMS**

1. Both parties agree to voluntarily cooperate with each other to achieve the objectives of programs of mutual interest, such as fund drives, blood drives, suggestion programs, Armed Forces Day events and similar events and activities. Use of Base Facilities by the Union, to support Union programs, will be permitted as agreed to by both parties, upon approval of 30 SW Form 400.
2. The purpose of such cooperation is to actively work together and to promote the professional fire fighter image. Employees in the unit will have the opportunity to participate in such programs on a voluntary basis while on or off duty. Off duty participation is without compensation. It is understood that, with the prior approval of the Fire Chief, employees in the Unit may participate in such programs while on duty, provided that such participation does not interfere with mission requirements. Solicitation or fund-raising projects shall not violate Air Force or OPM regulations.
3. Union programs of mutual interest to the Employer will be discussed with the Base Fire Chief as soon as known by the Union. If the Union seeks the Employer's cooperation or participation in a Union program, the Base Fire Chief will review the proposal with the various base organizations for regulatory compliance, and will provide an answer to the Union as soon as possible.

## ARTICLE 12

### WORKING GROUPS/COMMITTEES

1. The employer agrees when forming working groups to include, if appropriate, a Union President designated representative. Currently union representatives sit on medical, training, National Wildfire Coordinating Group (NWCG), Operations Purchasing Equipment Committee (OPEC), alternate work schedule (AWS), and National Fire Protection Agency (NFPA) working groups.
2. The Employer and the Union agree to periodically convene a committee to maintain and improve the living conditions in all Fire Department facilities. This committee will be known as the Facility Modernization Committee and will discuss and make recommendations for all areas concerning living conditions in all Fire Department facilities.
3. The Employer will consider the committee's recommendations. If a project is approved/disapproved by the appropriate authority, an Employer's representative will brief the committee on the status at each meeting.

**ARTICLE 13**  
**NEGOTIATION/CONSULTATION**

1. The parties agree that matters appropriate for negotiation are personnel policies and practices relating to conditions of employment. The Employer agrees to negotiate or consult with the Union prior to implementing any new personnel policies and practices which affect conditions of employment, as specified in 5 U.S.C., Section 7106.
2. Notification of a new change will consist of a letter to the Union advising them of the matter and providing a tentative date for implementation. During the 14-day period after the date of the letter, the Union may request that IBB take place between the parties. If bargaining is requested, the Union will submit written proposals to the LRO within 14 days after bargaining is officially requested.
3. The Employer agrees to consult, upon request by the Union, on matters that are excluded from negotiation by Article 4 of this Agreement. When consultation occurs, the Employer agrees to give bona fide consideration to the views that were presented by the Union when finalizing its position.

**ARTICLE 14**  
**DISCIPLINE AND ADVERSE ACTION**

1. The employer agrees to take disciplinary or adverse action only for just and sufficient cause in accordance with applicable laws, rules, and regulations. The Employer and the Union agree to maintain a constructive, disciplined work environment in which both management and employees recognize and carry out their responsibilities.
2. A Union representative will be present during any examination or interview of the employee by a representative of the Employer in connection with an investigation if: (1) the employee requests representation, and (2) the employee reasonably believes that the examination may result in disciplinary action against the employee.
3. Prior to determining whether a disciplinary or adverse action is warranted, immediate supervisors will ensure that they have complied with the provisions of appropriate laws, rules, and regulations. A written notice of a proposed reprimand is not required provided a verbal notice is given and an appropriate record of the verbal notice is completed. Provided no additional formal disciplinary action has been taken or is in process, any record of oral admonishments will be removed upon expiration of time limits as established by the Employer.
4. Upon request, an employee and/or the designated representative will be given the opportunity to review any and all evidence used by the Employer in determining whether disciplinary or adverse action is warranted. In the event of an unfavorable final decision, the employee will be advised of any appeal or grievance rights in the final decision letter.

## ARTICLE 15

### GRIEVANCE PROCEDURE

1. The purpose of this article is to provide a mutually acceptable method for prompt and equitable settlement of grievances as defined in paragraph 2, below. This negotiated procedure will be the exclusive procedure available to the Union, the Employer, and the employees for resolving grievances that fall within its coverage. It does not apply to any matter for which statutory appeal procedures exist.
2. For the purpose of this article, a grievance means any complaint:
  - a. By any employee concerning any matter relating to their employment.
  - b. By the Union concerning any matter relating to the employment of any employee.
  - c. By any employee, the Union, or the Employer concerning:
    - (1) The affect or interpretation, or a claim of breach, of this collective bargaining agreement; or
    - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
3. Employees have the right to present and process a grievance under this procedure on their own behalf, or request Union representation. In any case, the Union has the right to be present during any adjustment of a grievance submitted by a bargaining unit employee.
4. Step-by-step procedures for employee grievances. The following procedures shall apply in processing employee grievances:
  - a. Step 1: The Informal Grievance. The informal grievance shall first be presented, in writing, by the grievant (or representative) to the immediate supervisor or to the lowest level supervisor or management official who is delegated authority to render a decision. It will include a statement of the issue being grieved and a statement of the desired remedy. The Informal grievance must be initiated within 14 calendar days after the incident that gave rise to the grievance. If the grievant could not reasonably be expected to be aware of the incident, the grievance may be initiated within 14 calendar days after the date they became aware of it. During the subsequent seven (7) calendar day period after presentation, attempts at informal resolution will be made. A written decision will be given to the grievant within seven (7) calendar days after presentation. It is recommended that the grievant, in preparing for informal discussions, follow these procedures:
    - (1) The complaint should be brief and easily understood.

(2) Investigate all aspects of the complaint by interviewing parties involved, witnesses, and secure relevant written materials as evidence for the complaint.

b. Step 2: The Formal Grievance. If the grievant is dissatisfied with the informal grievance decision, or if no decision is received, a formal grievance may be filed. The written grievance shall be filed with the Base Fire Chief within seven (7) calendar days after receipt of an unfavorable decision, or within seven (7) calendar days after an informal decision was due, if none is received. The written grievance will contain the following:

(1) A statement of the grievance.

(2) A statement of the remedy and how the employee can be made whole.

(3) Any evidence to support the grievance.

(4) The aggrieved employee's summary of the result of the discussion of the informal grievance.

(5) A statement of the reasons why the aggrieved believes the remedy should be granted.

(6) The name of the representative, if one has been designated.

The Fire Chief will conduct an investigation into the matter and will render a written decision within seven (7) calendar days after receipt of the grievance. Upon request of the grievant, the Fire Chief shall make available any evidence collected during investigation of the grievance.

c. Step 3: If the grievance is not satisfactorily resolved at Step 2, the grievant may forward the written complaint to the Wing Commander through the LRO within seven (7) calendar days after receipt of the Step 2 decision. The Wing Commander will render a decision within 14 calendar days after receipt of the grievance. If the grievant is not satisfied with the decision rendered, they may request the Union to seek mediation in accordance with (IAW) Article 16.

5. It is agreed that when several employees have an identical grievance, the Union will select one (1) case for processing under this procedure and the results will be applicable to all of the employees concerned. With the concurrence of the employees concerned, the Union will provide the Employer, in writing, the employee's name under which the grievance will be processed and the names of the other employees concerned. Such notification to the Employer will be made at the time the grievance is submitted in writing. Nothing in this Article will prohibit employees from filing a grievance on their own behalf.

6. The Union may initiate a grievance by submitting it, in writing, to the Fire Chief within 30 calendar days after the occurrence of the action being grieved, or after the

date the Union became aware of the action. The Union President will meet with the Fire Chief within 14 calendar days after the written grievance is submitted. The Fire Chief will render a written decision within 14 calendar days after such meeting. If the decision is unacceptable to the Union, the matter may be submitted to the Wing Commander within 14 calendar days after receipt of the decision. The Union President and the Wing Commander will meet within 14 calendar days after the grievance is submitted to the Wing Commander. Every effort will be made by the parties to resolve the matter thoroughly at this meeting. The respondent will render a written decision within 14 calendar days after the meeting. If the Union is not satisfied with the Commander's decision, the matter may be submitted for grievance mediation IAW Article 16.

7. The employer may initiate a grievance by submitting it in writing to the Union President within 30 calendar days after occurrence of the action being grieved, or after becoming aware of the action. The Employer and the Union President will meet within 14 calendar days after the grievance is submitted. The Union President will render a written decision within 14 calendar days after the meeting. If the decision is unacceptable, the matter may be submitted for grievance mediation IAW Article 16.

8. Official time required to prepare for and process grievances will be requested and granted in accordance with Article 7.

9. At each step of the grievance procedure, either party may call a reasonable number of witnesses. The Union representative will request official time for the witnesses, in accordance with Article 7, if the witnesses are otherwise in a duty status.

10. The parties agree that full and frank disclosure of pertinent information and documentary evidence is important to insure the expedient resolution of grievances. To this end, the Employer will provide, upon written request from a designated Union representative, relevant agency records not relating to a specific employee, unless the affected employee has provided written consent for such a release. Likewise, the Union will, upon written request from an authorized representative of the Employer, provide pertinent documentary evidence from official records which may be relevant to the subject grievance. All requests for documentary evidence must specifically identify the documentary evidence required. No request will be honored if the release of such requested documents violates the FOIA or Privacy Acts or any other law or regulation.

11. The employer and the Union agree that every effort will be made by the parties to settle grievances at the lowest possible level.

12. The union may at any step conclude on a non-discriminatory basis, that there is not sufficient evidence available to support the grievant's contention and withdraw from the case. The Union is under no obligation to represent a unit employee in processing a grievance, or to continue to represent an employee, if the Union considers the grievance to be invalid or without merit. A grievant may withdraw the grievance at any time.

13. In as much as dissatisfaction and disagreements arise occasionally among people in any work situation, the filing of a grievance should not be construed to reflect unfavorably on an employee's good standing, performance, or loyalty to the organization.

14. The time limits stated throughout this Article may be extended with the mutual consent of the parties, however, such agreement to extend must be made prior to the expiration of the period which the parties wish to extend. Failure by Management to meet the time limits prescribed shall entitle the grievant to advance the grievance to the next step. Failure by the employee or the Union to meet the time limits as prescribed at any step of the grievance procedure shall terminate the grievance. If a grieving employee resigns or dies before a decision is reached on the grievance, and no pay issue is involved, processing of the grievance will discontinue and all parties will be notified that the case is closed without decision. However, if said employee is a co-grievant with the Union or is a grievant named to represent a group of employees pursuant to paragraph 5 of this Article, the death or resignation of said employee will not terminate the grievance.

## ARTICLE 16 MEDIATION AND ARBITRATION

1. If grievance mediation is requested IAW Article 15, the parties will, within 14 calendar days, agree upon, and jointly request a mediator trained in IBB. If an agreement cannot be reached, a mediator from FMCS will be utilized.
  - a. The parties agree to use the mediation guidelines established by the selected mediator.
  - b. If the parties voluntarily reach an agreement/settlement through grievance mediation, they will be bound by the agreement/settlement. If no agreement/settlement is reached, the moving party may invoke arbitration by notifying the other party in writing within 14 calendar days after the grievance mediation process.
2. A grievance or dispute over the interpretation or application of this Agreement, which has not been settled under the provisions of the negotiated grievance procedure, or through the mediation process, may go to arbitration. The Wing Commander or the Union may invoke Arbitration within 14 calendar days following receipt of the final decision under the negotiated grievance procedure or the mediation process. However, before going to arbitration, the parties shall meet within seven (7) calendar days after receipt of the arbitration request to draft a written statement of the specific issues involved, a brief summary of each party's position, and appropriate decisions which may be reached by the arbitrator. The arbitrator shall neither add to, subtract from, nor modify the provisions of this Agreement. Arbitrators shall consider only the issues submitted for arbitration and shall have no authority to determine any other issues.
3. The party initiating arbitration shall prepare the request for an arbitrator and forward the request with a brief statement concerning the issues in dispute to the FMCS asking for a listing of nine (9) available arbitrators. A copy of the request will be furnished to the other party.
4. Within seven (7) calendar days following receipt of the listing, the parties will meet to select an arbitrator. If agreement cannot be reached on a mutually acceptable arbitrator, then each party will alternately strike a name from the list until a single name remains; this person shall be the duly selected arbitrator. A flip of the coin shall determine which party strikes the first name. The selected arbitrator shall be provided the written statement prepared by the parties, as cited in paragraph 2 above, concerning the specific issues involved.
5. In all cases the arbitrator's fee and any additional expenses, including travel and subsistence shall be shared equally by the parties in accordance with current directives. Travel and per diem costs will not exceed the maximum permitted DoD employees under the Joint Travel Regulations. If a transcript is requested, the parties will share the cost of the recorder and transcript equally.

6. The process to be used by the arbitrator may be one of the following as mutually agreed to by both parties:

- a. A stipulation of facts to the arbitrator can be used when both parties agree to the facts of the issue and a hearing would serve no purpose. In this case, all facts, data, documentation, etc., are jointly submitted to the arbitrator with a request for a decision based upon the facts presented.
- b. An arbitrator inquiry can be used when a formal hearing would serve no purpose. In this case, the arbitrator would make such inquiries as deemed necessary.
- c. A formal hearing should be used when it is necessary to develop and establish facts relevant to the issue or when the parties cannot mutually agree to either a stipulation of fact or an inquiry.

7. The arbitration hearing will be held, if possible, on the Employer's premises and during the regular administrative work hours. If in a duty status, the Union Representative, or any employee called as a witness will be excused from duty as necessary by Management to participate in the arbitration proceedings. Designated Union representatives and/or witnesses will not suffer loss of pay or charge to leave.

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

9. The arbitrator's decision is binding on the parties. However, either party may file an exception to the decision with the FLRA, within 30 calendar days after receipt of the arbitrator's decision.

**ARTICLE 17**  
**UNFAIR LABOR PRACTICE (ULP)**

Either party may file an ULP charge alleging a violation of PL 95-454. Prior to filing a charge, the Union President and the Labor Relations Officer will meet to discuss the charge. The parties agree that no written charge will be filed with the FLRA unless the charge is not resolved at the local level within 21 days after the required meeting. The Union President shall sign charges filed on behalf of the Union. The Wing Commander shall sign charges filed on behalf of the Employer.

**ARTICLE 18**  
**ALCOHOL AND DRUG ABUSE PROGRAM**

1. **POLICY.** The Union acknowledges that the Employer's position on drug and alcohol use is that any abuse that impairs performance, attendance, conduct, or the mission is not compatible with Air Force civilian standards. The Union will encourage its employees who have a drug/alcohol problem to seek assistance at the Mental Health Clinic or other appropriate agency. The goal of the Employer's program is to prevent illegal drug and/or alcohol abuse.
2. **INFORMING EMPLOYEES.** Upon request, Management will provide briefings to employees regarding drug and alcohol issues, including the Drug Testing Program. Subject matter to be covered will be identified in the request. Management will arrange to have appropriate officials brief on subjects identified. Briefings, when requested, will be provided no more than semi-annually.
3. **SAFE HARBOR.** The Employer agrees not to take final disciplinary action, for reasons related to use of illegal drugs, against any employee who meets all four (4) of the following "safe harbor" conditions:
  - a. Voluntarily identify themselves as a user of illegal drugs prior to being identified through other means.
  - b. Obtains counseling or rehabilitation through the Mental Health Clinic.
  - c. Agree to and sign a last chance or statement of agreement.
  - d. Thereafter refrain from using illegal drugs.
4. **DRUG TESTING.** The Employer has the right to conduct random drug screening of employees who are either currently assigned to, or who are selected for assignment to, Testing Designated Positions (TDPs). The Employer also has the right to conduct other forms of drug testing as approved in the Air Force Civilian Drug Testing Plan. Such other reasons for drug testing may include reasonable suspicion testing; accident or safety mishap testing; voluntary testing; and testing as part of, or as a follow-up to, counseling or rehabilitation. The establishment and administration of the Employer Drug Testing Program will be in accordance with the Air Force's Civilian Drug Testing Plan.
  - a. The Employer will normally notify an individual selected for random testing through the individual's first level supervisor or designee. Notification will occur the same day the test is scheduled, normally within two (2) hours of the scheduled testing, time permitting. Generally, firefighters will be scheduled for drug testing during morning hours. The Employer shall explain that the employee's name was selected randomly and the employee is under no suspicion of using illegal drugs.

b. Upon notification of scheduled testing, if requested by the employee and mission requirements permit, a Union representative may accompany the employee during the testing process. Testing will not be delayed if a representative is not available. The representative will not interfere with collection of the urine specimen, nor be allowed into the collection area.

c. Collection will be conducted in a manner which provides security for the sample and freedom from alteration.

d. If employees want to arrange for additional private testing during the same shift of Employer directed testing, sufficient annual leave or leave without pay (LWOP) may be granted. If approved, the leave will be granted as soon as possible within the current shift. The employee will provide the Employer with verification of the private testing. Any private testing will be done at employees' expense.

e. The Employer agrees to provide a copy of an employee's test results to that employee upon written request. Employees who test positive are entitled to Union representation, if requested, at any Employer conducted meeting concerning the test results which may lead to disciplinary action.

f. If a test result is positive and the Employer deems rehabilitation appropriate, and the employee does not wish to challenge its findings, the Employer will make reasonable accommodations for the employee's drug abuse problem by referring the employee to an appropriate treatment rehabilitation facility. If the employee chooses to participate in a rehabilitation program, the requirements and conditions of the employee's participation in the program will be clearly specified in an agreement drawn up between the Employer and the employee.

g. Employees may be allowed up to one hour (or more as necessitated by travel time, up to a maximum of three hours) of excused absence during the assessment/referral phase of rehabilitation. Absences during duty hours for rehabilitation or treatment must be charged to the appropriate leave category in accordance with applicable law and leave regulations.

h. An employee found to use illegal drugs will be referred for substance abuse counseling and rehabilitation. If the employee occupies a TDP, they will not be permitted to remain in that position. However, at the discretion of the Employer, and as part of rehabilitation, an employee may be returned to duty in a TDP if it can be determined that the employee's return would not endanger public health, safety, national security, or the mission of the activity or the Air Force.

i. If an employee files a grievance under the negotiated grievance procedures, or an appeal under statutory appeal procedures, relating to a positive drug test, the Employer agrees that final action to remove the employee from Federal employment will be held in abeyance pending disposition of the grievance/appeal, or for 90 days, whichever occurs first.

j. Management officials will initiate reasonable Suspicion Testing only. The reason for directing this testing will be substantiated by the Employer in writing. The statement will specifically address all details relied upon by management for ordering reasonable suspicion testing. Reasonable Suspicion testing will be based upon a reasonable suspicion of on-duty drug-related impairment supported by:

- (1) Evidence of specific personal observations concerning job performance, appearance, behavior, speech or bodily odors of the employee; or
- (2) Hearsay information received from an unidentified source or sources supported by corroborative evidence from a manager or supervisor with training and experience in the evaluation of drug-induced impairment.

k. When an employee who has recently been drug tested under accident or reasonable suspicion procedures is identified for random testing, the random testing will be deferred until analysis of the accident/reasonable suspicion testing is completed.

l. If collection site personnel believe an employee may alter or substitute a specimen, and decides to observe the employee, the collection site monitor will provide the employee with a written statement prior to taking the urine sample. The statement will specify the reason for suspicion and will be signed by the collection site monitor. The Medical Review Officer (MRO), or designee, will approve any direct observation.

m. Employees will have an opportunity to provide appropriate documentation supporting legitimate use of drugs upon receipt of a positive test result. The documentation shall be presumed to be a valid explanation of the positive urinalysis, unless it is rebutted.

n. If designated as a representative in a disciplinary or adverse action, the Union will be provided copies of all laboratory proficiency test results specifically requested by the Employer.

5. REFERRAL. The Employer shall provide for the referral of employees to the Mental Health Clinic for problems involving suspected abuse of drugs or alcohol. Nothing in this Agreement shall preclude employees from voluntarily seeking assistance on their own initiative, for substance or alcohol abuse problems.

## ARTICLE 19

### SAFETY AND HEALTH

1. The Employer and the Union affirm their mutual interest and concern for the safety and health of Fire Department personnel.
2. The Employer agrees to provide the highest reasonable standards of safety and health in the Fire Department in order to eliminate as much as possible, accidents, deaths, injuries, and illnesses in the fire service.
  - a. The Employer will make every effort to insure Fire Department facilities in the Unit conform to the latest applicable safety and health laws and building codes. Any discrepancy of a health or safety nature will be referred to the fire department health and safety committee, identified and programmed for appropriate action as soon as possible.
  - b. In the interest of personal health and fitness, Management will maintain a comprehensive physical fitness program. Representatives of both fire department Management and the Union will meet at the request of either party to discuss the content of the physical fitness program and the resources available for this program. Upon request, the parties shall meet semi-annually to review and update the established program. The Union may submit recommendations for changes to the program to the Fire Chief.
    - (1) Fitness workouts are essential to preventing firefighter injuries, reducing stress and maintaining strength and endurance to meet the demands of the job. Firefighter fitness is a top priority and as such, fitness workouts may be accomplished immediately following vehicle checkouts in the morning.
    - (2) Workouts will last one and one half-hours including a shower/clean-up period. If mission requirements do not allow for the completion of the physical fitness requirements, no make up is required.
  - c. Bargaining Unit Employees may have the option of going to their personal Physician for their annual physicals; to be paid for by employees. Such physicals must meet existing standards and be reviewed by the appropriate Aerospace Medicine staff at the VAFB Hospital. The Union, Management, Aerospace Medicine, Public Health, and Bioenvironmental will form a working group and meet twice a year, normally March and July. This group will discuss and review physical examination procedures and health and safety concerns. Management will provide the Union with a list of physicians and their qualifications used by the Fire Department.
  - d. The employer agrees that all Bargaining Unit Employees will have the option of being inoculated for all communicable diseases at the discretion of the physician or Medical Working Group. Titer tests will be administered to insure that inoculations were successful.

- e. Employees unable to pass the annual physical will meet upon request with the Union, Fire Chief, and a CPF representative to discuss any available options before adverse action is taken.
- 3. The Employer agrees that employees subjected to hazardous materials shall be given an appropriate physical evaluation as soon as practicable. The employee may maintain an up-to-date Exposure Record through California Professional Firefighters Exposure Recording. The Employer will maintain all exposure reports through the Air Force Public Health Office, and will provide a copy to employees upon request.
- 4. The Employer will furnish corrective lenses for self-contained breathing apparatus (SCBA).
- 5. All parties to this agreement will take prompt and appropriate action to report any safety or health deficiencies. Corrective action will be initiated within 24 hours. The Union President will be advised of the status upon request. Information on action requiring over 30 days for completion will be provided to the Union President upon request.
- 6. Both Union and Management officials agree to keep abreast of existing "Employee Assistance" type programs. Employees requesting assistance or information regarding an established program will be advised of the services available to them. Employees may be excused to attend assistance programs without charge to leave, when staffing permits.
- 7. The Fire Department Health and Safety Committee shall serve in an advisory capacity to the Fire Chief. The committee shall include representatives of management and the Union. The purpose of this committee shall be to conduct research, develop recommendations, and study and review material pertaining to occupational safety and health within the Fire Department. The committee shall hold regularly scheduled meetings and may call special meetings. The committee shall maintain written minutes of each meeting and make them available to all Department personnel.
- 8. The parties agree that pregnancy in the Fire Service should not be treated any differently than any other medical condition that may inhibit a firefighter's ability to perform their job. The Employer agrees to have a physician(s) available who will be responsible for advising all firefighters with regard to their reproductive health and suitability for various duties.

## ARTICLE 20 ON-THE-JOB INJURY/COMPENSATION

1. Employees will notify their supervisor immediately if an on-the-job injury occurs or is suspected. The employee, or someone acting on behalf of the employee, should complete the employee's portion of Form CA-1, "Federal Employee's Notice of Traumatic injury and Claim for Continuation of Pay/Compensation", and return it to the supervisor, normally within two (2) calendar days after the injury. A supervisor must complete Space Command 87 mishap form and forward it to the Fire Department Safety Representative within 24 hours of the incident.
2. Supervisors are responsible for reporting traumatic injuries and occupational diseases to the CPF and 30 SW Safety Office.
3. A CA-16, Authorization for Examination and/or Treatment, will be completed, when appropriate, authorizing treatment.
4. If disability results from an occupational disease, employees should complete Form CA-2, "Notice of Occupational Disease and Claim for Compensation", and supporting documentation. Supervisors will arrange an appointment with the CPF Injury Compensation Program Administrator (ICPA) for the employee to receive necessary claim Form CA-2 and documentation checklist.
5. The CPF ICPA will process all FECA claims through the office of Workers Compensation Programs (OWCP) when lost time or medical expenses occur.
6. An employee, with a representative, or a representative designated in writing to act on behalf of the employee, by the employee, may review that employee's FECA case file, unless OWCP does not authorize the CPF to make it available. Copies of pertinent documents not already available to the employee may be provided upon written request. A specific list of documents with an explanation of why they are needed will be required.
7. Instructions regarding how to file a claim when injured on-the-job will be posted on all official Civilian Bulletin Boards.
8. Injury Compensation: Employees who are injured or suffer an occupational disease in the performance of their duties will be compensated in accordance with applicable rules and regulations. The employer agrees to counsel employees on the procedure for filing claims and the benefits to which they are entitled. A Union Official may represent a claimant, if representation is requested. The Employer agrees to take the necessary/appropriate actions to insure bargaining unit employees are not adversely affected as a result of time lost due to injury/illness. This does not preclude the employer from taking adverse actions when necessary.

9. Light Duty: In accordance with applicable laws and regulations, and to the extent practicable, the Employer agrees to utilize those unit employees who are medically restricted (temporary or permanent) as long as their services can be used effectively and utilization will not cause further harm to the medically restricted employee or others. The Employer shall make every reasonable effort to utilize bargaining unit employees within the Fire Department.

**ARTICLE 21**  
**PUBLIC SAFETY OFFICER'S DEATH BENEFIT (PSOB) ACT/HONOR GUARD**

1. The PSOB Act (codified at 42 U. S. C., Section 3796, Subchapter XII) permits individuals with a certain relationship to a firefighter, whose death or related illness was the direct result of fire fighting activity, to seek monetary benefits by submitting a claim to the program administrator, Department of Justice, Bureau of Justice Assistance, PSOB Division. The employer agrees to provide all relevant records pertaining to the employment of the deceased, which may be evidence to support the claim. The employer and the Union will assist the claimants, upon request.
2. At a family's request, the Employer agrees to cooperate with the Union in its efforts to establish an honor guard in the event of the demise of one of the active duty and/or retired members of the Vandenberg Fire Department. The honor guard shall be composed of fellow employees and shall be selected by the family of the deceased, or the Union President and Fire Chief.

## ARTICLE 22 EMPLOYEE OPINION SURVEYS

The Employer may periodically need to conduct various types of opinion, attitude, participation, cooperation, etc., surveys or questionnaires, that are designed or used to determine the effectiveness, needs, methods, etc., of various programs, general personnel policies, practices, procedures, or working conditions. In order to expedite data accumulation, it is agreed that consultation/negotiation requirements will be met when the Employer provides a copy of the survey/questionnaire, when available, to the Union for review prior to distributing the survey/questionnaire. There will be no retribution to employees as a result of their answers to surveys/questionnaires. Both the Union and Management encourage employees' participation in voluntary surveys and/or responses to questionnaires.

## ARTICLE 23

### EMPLOYEE DEVELOPMENT AND TRAINING

1. To ensure access to career development, the employer will establish a career development program for each employee. This program will be reviewed and updated annually. The program will detail training and proficiencies desired for promotion to each job in the fire department. All employees will have equal access to formal and informal training.
2. The parties agree that for the good of employees and the department, employees will be encouraged to participate in training and employee development programs. Employees and supervisors will review and discuss training needs quarterly.
3. The parties will utilize partnership principles to ensure that a quality training program is established. Avenues of training that will benefit both employees and management will be pursued, including local, state and national courses.
4. If requested training is denied, the employee will normally be notified in writing no later than 14 days prior to the scheduled start date of the training.
5. The employee and supervisor will attempt to arrange the employee's work schedule, normally seven (7) days prior, or as far in advance as possible, to allow attendance at training without loss of pay.
6. The Employer will pay Government directed training expenses (in accordance with travel regulations). Employees will be notified of known training expenses prior to the start of training. Normally all course materials purchased by the Government for training will be kept in the possession of the employee attending the training.
7. An employee has the option of having the Civilian Training Section flag non-mandatory training entries, based on age and relative importance to the employee's career, to preclude them from dropping from the Defense Civilian Personnel Data System (DCPDS) records.
8. Upon selection for formal training, TDY orders will be issued as far in advance of the scheduled departure date as possible. If physicals are required, they will be scheduled at least two weeks in advance. Employees have the option of going to their own physician, at the employees' expense.
9. Employees may choose the mode of transportation to a school, in accordance with the JTR.
10. The employer agrees to provide training opportunities to employees. If mission requirements permit, the fire department may consider minimum staffing to enable as many personnel as possible to participate. Off duty personnel who are assigned to attend the training, will do so on a compensatory time or overtime basis.

11. Training will not be used as a punitive measure. Except during periods when drills are being conducted, the Employer agrees that all equipment will be back in service before 2030 hours (2130 hours during daylight savings time). Notification may be given one (1) shift in advance of night drills. It is understood that management retains the right to conduct surprise drills without advance notification.
12. Employees who are pursuing education objectives that will improve individual and organizational performance and assist in achieving the Department's mission and performance goals, will be allowed to attend general education classes on VAFB, while on duty, as long as appropriate staffing levels are maintained.
13. The parties agree to participate in the National Wildfire Coordinating Group (NWCG) programs, activities and training assignments consistent with DoD policies and regulations.
14. DoD Firefighter Certification Program: Management will support employees by providing them all materials needed to complete the DoD Certification Program. Employees will be briefed on the DOD Certification Program and local policies and procedures as reflected in Fire Department SOPs. Formal courses will be available as training programs and budgetary constraints allow. Self-Study courses will be available at any time and will be completed in a timely manner, including the scheduling of practical exams. Practicals will be completed within 60 days of receipt of end of course results. Packages will be submitted immediately following completion of practicals.
15. Individuals who attend Conferences or Conventions will, upon return, share relevant information with fire department personnel.

## ARTICLE 24 MERIT PROMOTION

1. This Article implements Code of Federal Regulations (CFR) Part 5, and Air Force Manual (AFMAN) 36-203, Staffing Civilian Positions, 1 April 2000, governing civilian employee selections using competitive procedures in accordance with Federal Merit Principles and Policy.
  - a. Unit positions located in the 30 CES/CEF will be filled in accordance with AFMAN 36-203 and 5 CFR.
  - b. All candidates must self nominate in order to be considered for promotion.
  - c. All 30 CES Fire Department employees will be issued information cards containing toll free telephone numbers and web site address for vacancy announcements.
2. A copy of AFMAN 36-203 and any supplements thereto will be provided to the Union, via the Vandenberg Electronic Publications Distribution Library (VEPDL), for posting to the Union bulletin board at each fire station.
3. The Employer agrees to inform all candidates of the following:
  - a. Fire Department officials will notify Department employees, via email, when a request for personnel action (RPA), to fill a vacant position, has been submitted to the CPF.
  - b. Fire Department officials will notify bargaining unit employees of management's intent to use alternate certification procedures to fill specific vacancies within the Department.
  - c. Upon request the areas, if any, in which they can improve their chances for future selection.
  - d. Upon request, the selection criteria used to arrive at the final score and certification.
  - e. Upon request, their individual rating/scores on the evaluation factors.

## ARTICLE 25

### STAFFING

1. The Employer agrees to staff all required fire apparatus with fully qualified personnel, pursuant to the provisions for staffing established by the DoD and the Air Force. The Employer further agrees to notify the Union in writing of any changes in staffing levels established by DoD and the Air Force, and to meet and negotiate on this subject. Currently, the staffing requirement has been established at 101 positions. Normally the minimum staffing level per shift will be in accordance with Fire Department management plan staffing chart. It is the Fire Department's goal to have 90% Emergency Medical Technician and 50% Hazardous Materials Technician personnel certified to meet staffing requirements at all times. The parties agree to meet and confer annually, and whenever a change is proposed to the staffing chart, prior to implementation.
2. To the greatest extent possible, personnel will be called in to maintain base staffing on reimbursable assignments.
3. The Fire Department Rank Structure will be in accordance with the agreed on Rank Restructuring Chart to be inserted into the Fire Department Management Plan.

## ARTICLE 26

### UNIFORMS AND PROTECTIVE CLOTHING

1. Uniforms – It is the intent of both parties to set a high standard of professional appearance. All members of the Vandenberg Fire Department will maintain a professional image at all times. There are four types of uniforms allowed under this article; the appropriate attire shall be worn at any given time. Uniformity is paramount therefore crews will wear like uniforms when performing their duties. For example: a crew wearing a mix of Station Uniforms, Work Uniform and relaxed attire is unacceptable. Station Captains will enforce the proper uniform for any given situation. The goal is a uniform, professional appearance to meet the expectations of the community we serve. All clothing must be clean, pressed, neat and serviceable. Any article of clothing that becomes faded (noticeable shade difference) or torn is unacceptable for wear.

#### A. Class A or Dress Uniform (Optional)

- 1) Class A uniform will be worn on formal occasions such as award and promotion ceremonies, dinners and banquets when formal attire is indicated, funerals, etc. Members who do not have a Class A uniform will only be allowed to attend these functions in civilian attire and as a non-fire department representative. The uniform will consist of the following:
  - a) Coat Navy blue (with badge) Flying Cross Model # 17B8696C (Vandenberg Fire Department Patches on both sleeves). Captains will have two silver bands on both sleeves circling the entire sleeve. Lieutenants will have one silver band on both sleeves circling the entire sleeve.
  - b) Pants Navy Blue Flying Cross Model #28P8696
  - c) White Long Sleeve Shirt (Vandenberg Fire Department patch on left sleeve  $\frac{1}{2}$ " down from top seam, centered. Flying Cross Model # 35W5400 with badge and collar brass).
  - d) Belt, Black.
  - e) Tie Navy Blue.
  - f) Sock, Black.
  - g) Shoes, Black (Coroform).
  - h) Dress Hat Round Style, i.e., Lancaster Navy Blue with black patent finish brim. Officers wear silver band on hat.
  - i) Dress Hat Badge will reflect appropriate rank.

#### B. Station Uniform

- 1)The station uniform will be worn whenever personnel are attending training (unless instructor states otherwise), meetings, public speaking or other engagements, pre-fire planning and any event where formal attire is not indicated. The station uniform will consist of the following:

- a) Jacket Workrite (with Vandenberg Fire Department patch on the left, badge, and silver metallic name tag  $\frac{1}{2}$ " X  $2\frac{1}{2}$  " with black engraved block letters, first initial of first name and last name, with rank below. The name tag will be worn centered on the right breast on line with the bottom of the badge).
- b) Pants Workrite style No. 4007.
- c) Shirts – Workrite (style No. 730 NMX), color Navy blue with Vandenberg Fire Department patch on the left, 3" round EMT patch or specialized team patch on right sleeve. Silver metallic name tag  $\frac{1}{2}$ "X $2\frac{1}{2}$  " with black engraved block letters with the first initial of the first name and last name above the right pocket, and badge over left pocket. Collar brass for Lieutenants and above. Captains will wear collar brass in the form of two parallel bugles. Lieutenants will wear a single bugle.
- d) Belt, Black, Basket Weave  $1\frac{1}{2}$ " wide.
- e) Socks, Black, if visible.
- f) Boots provided by management.
- g) Union ball cap
- h) Wide brimmed "Aussie Breezer" style blue in color.

Approved on a case-by-case basis by the Assistant Chief.

- 2) When engaged in station work and for internal training sessions and meetings, the following exceptions to the work uniform are authorized:
  - a) Sweat Shirt Navy Blue, with Vandenberg Fire Department union logo on the left breast. Embroidered name  $\frac{1}{2}$ " blocked white lettering with first initial and last name (Optional) Vandenberg Fire Department union logo also on the back.
  - b) Tee Shirt Navy blue with Vandenberg Fire Department union logo on the left breast and back.
- 3) During fire season, green nomex pants may be worn at the discretion of the Assistant Chief.

#### C. Relaxed Attire

- 1) Relaxed attire may be worn after the normal administrative duty day has ended. Relaxed attire must meet the same professional appearance standard as other uniforms (i.e. clean, neat, not torn or faded). Any combination of the following:
  - a) Tee Shirt, Navy Blue with Vandenberg Fire Department union logo.
  - b) Sweat Shirt, Navy Blue with Vandenberg Fire Department union logo.
  - c) Sweat Pants, Navy Blue with Vandenberg Fire Department union logo.
  - d) Shorts Pants, Navy Blue.
  - e) Socks

f) Shoes

2. Uniforms for "Hot Shots" will consist of:

- a. Five (5) crew shirts, crew neck style, long sleeve, 100% cotton material, red color, silk screening on back side with Vandenberg "Hot Shot Crew" logo.
  - b. Four (4) pairs of trousers, fire fighting type, flame resistant jean style without cuffs, forest green color.
  - c. Four (4) shirts, long sleeve, fire fighting type, flame resistant made of aramid, yellow color.
  - d. One (1) pair of boots in compliance with NFPA for wild land fire fighting.
  - e. Baseball cap (optional).
  - f. One hooded sweatshirt with Hot Shot Logo.
  - g. One Black, Four Season Jacket
  - h. Uniforms are issued upon entering employment. Upon termination of employment, serviceable uniform items will be turned in.
  - i. Full time hot shots will wear the uniform described in paragraph 1 during special occasions.
3. The Fire Protection Branch will list names of new personnel, who are entitled to an initial clothing allowance, on SF-1034, Public Voucher for Purchases and Services Other Than Personal. The Employer is responsible for verifying that an initial allowance has not previously been paid to a new employee. The employer will send an authorized allowance by direct deposit to the employee's account.
- a. Newly hired fire fighters will have ninety days after receipt of the initial clothing allowance to be in uniform.
  - b. Annual uniform allowance will be the maximum amount allowable by law. This allowance will be paid to employees by direct deposit, in one lump sum; on or before 1 December in the fiscal year (FY) in which service is performed.
  - c. The employee can claim damage to clothing items, beyond acceptable appearance standards, during emergencies. The Fire Chief and, if needed, the Staff Judge Advocate will make the final determinations on such claims based upon the evidence and information stated on DD Form 1842, "Claim for Personal Property Against the United States."

4. Protective clothing furnished to unit employees will be in accordance with the requirements of 29 CFR 1910.156 and NFPA 1500. The Union will have input on the purchase of personal protective equipment. Management will provide employees the following:

CRASH GEAR

One Crash Helmet  
One Pair Crash Pants  
One Pair Crash Gloves  
One Nomex Hood

One Crash Coat  
One Pair Crash Boots  
One Pair Crash Glove Inserts

STRUCTURAL GEAR

One Structural Helmet  
One Pair Structural Pants  
One Pair Structural Gloves

One Structural Coat  
One Pair Structural Boots  
One Nomex Hood

BRUSH GEAR

Two Brush Shirts  
One Brush Helmet  
One Fire Shelter  
One Set of FSS type Web Gear  
One pair of Wildland Firefighting boots  
One sleeping bag

Two Pairs of Brush Pants  
One Head Lamp  
One Pair Goggles  
One Red FSS Type bag

EQUIPMENT

One P.A.S.S.  
Two Flashlights  
One pair of station work boots

One S.C.B.A. Mask  
Two Gear bags

Employees will be furnished other personal protective equipment (PPE) as warranted.

**ARTICLE 27**  
**PERSONAL CONDUCT AND APPEARANCE**

1. The following standards of appearance will apply for Unit members.
  - a. When personnel report for duty, they will present a neat appearance.
  - b. Hair must be clean and neatly shaped. Hair on the back of the head will not be worn below the bottom edge of the collar. Hair will be worn in a style that does not interfere with the wearing of safety equipment.
  - c. Facial Hair may not interfere with proper fitting and functioning of the self-contained breathing apparatus. Beards are not permitted.
2. If a physician confirms that an employee suffers from a medical condition, of a temporary nature that prevents shaving, the employee will be considered for detail to duties not requiring the use of a self-contained breathing apparatus.

## ARTICLE 28

### BASIC WORK WEEK DUTIES

1. For administrative personnel, there shall be a basic 40-hour workweek, which will normally be from Monday through Friday, 0730 to 1600 hours with a half hour for lunch, or 0700 to 1600 hours with an hour for lunch. AWS will be considered when there is no negative impact on the mission. Management will inform the Union of any proposed change of current work schedule(s).
2. Operational personnel will be scheduled for alternating 24-hour shifts. Each shift shall include time for fire related duties and relax status time. Each shift will consist of eight (8) core work hours, between 0730 and 1630, of fire related duties, referred to as "actual work". It is understood that the Employer retains the right to assign work outside of the core hours, when necessary. During meal times personnel will be allowed to take their assigned vehicle and crew, with the consent of the entire crew, to any authorized dining facility within their response area. All hours in excess of the national average will be overtime and will be compensated in accordance with applicable laws and regulations. In the event of any changes in the law dealing with the tour of duty, this article will be re-negotiated.
  - a. For the purpose of this agreement, bargaining unit employees are in "relax status" only at times when they are not required to perform actual work, and are free to eat, sleep, read, listen to radio, watch TV, or engage in other similar pursuits.
  - b. Normal station wake-up will be 45 minutes prior to the end of shift.
3. Hot Shot personnel work a basic 40-hour workweek Monday through Friday 8 hours daily, including a 20-minute paid lunch break. Flexible work time may be utilized in support of mission requirements. Management will consult with the Union prior to any change of schedule(s).
4. Alarm room operators will work a basic 40-hour workweek. Alternative work schedules may be used. Qualified personnel will provide temporary coverage to the alarm room. Normally, relax status will be given prior to a tour of duty in the alarm room. Assignment to the alarm room will be rotated among qualified personnel.
5. Management and the Union will form an interest based bargaining group to study the feasibility and implementation of an alternative work schedule.

## ARTICLE 29 ANNUAL LEAVE

1. Annual leave will be earned and administered in accordance with applicable laws and regulations.
2. Employees shall request annual leave, other than the yearly annual leave projection, as far in advance as possible.
3. Annual leave projections for the leave year will be scheduled in the following manner:
  - a. For Shift personnel: The yearly vacation annual leave scheduling first period will begin 1 November and extend to 15 November. During the first period, selection of up to a single two-week period will be made based on SCD. This preliminary schedule will be posted 30 November. A second leave scheduling period will begin 1 December and extend to 15 December. During the second period, selection again will be based on SCD, but is not limited to a two-week period. Individual days will be accepted. These selections will not bump first period choices. During the first and second periods selections, annual leave will be divided by 3 civilians and 1 military. After the second period, remaining available days will be on a first come first serve basis. Management will continue to support allowing additional leave when manning is available. The final approved schedule will be posted by 1 January.
  - b. For 8-Hour Duty personnel: The yearly annual leave projection will be given to the Section Supervisor and will be subject to his/her approval.
  - c. Hot Shot crewmembers will schedule their annual leave requests during their first two (2) weeks of employment, or return to duty. Leave will be scheduled in accordance with SCD and will be consistent with minimum manning.
  - d. When conflicts in scheduling occur, the supervisor will confer with the employees concerned to obtain mutual agreement to resolve the conflict. If this fails, and in the absence of a valid personal hardship, all things being equal as determined by the supervisor, the person having the earlier SCD will be given the first choice. Subsequent choices will be based on the same criteria.
  - e. Employees will not schedule more leave than they have available and/or will earn during the scheduled leave year.
4. Bargaining unit employees are responsible for requesting all use or lose leave during the leave scheduling periods.
5. Subject to approval of the Leave Approving Authority, trading of scheduled time periods for taking leave between personnel will be allowed. Personnel will make this exchange in writing.

6. Holiday leave: Consistent with minimum manning requirements, the employer agrees that annual leave on holidays shall be as generous as practicable.
7. Requests for unscheduled annual leave will be submitted on OPM Form 71 to the employee's station captain/supervisor. The station captain/supervisor will indicate, on the OPM Form 71, the hour, minute, and date the form was received and initial it. The Leave Approving Authority will approve or disapprove the leave as soon as possible.
8. Unscheduled leave requests will be approved on a first come first serve basis, based on the time of receipt of the OPM Form 71 as initialed by the supervisor, consistent with minimum manning requirements.

## ARTICLE 30 SICK LEAVE

1. Employees shall accrue, and sick leave will be administered, in accordance with applicable laws and regulations. The Union joins the Employer in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave so it will be available to them in case of illness.
2. When employees require sick leave, they will notify the ARO on duty. Such notification will be made prior to the normal start of duty. If circumstances do not allow such notification, the employee will make notification within two (2) hours after the normal start of duty. Consideration will be given to employees if, because of special or unusual circumstances, they are unable to meet the two (2)-hour requirement. The employee's Assistant Chief will approve/disapprove all requests for sick leave. The ARO will maintain and use a checklist for sick leave. The checklist will cover who is calling in sick, whether the leave is to care for a family member or for personal sick leave, the time the employee called, and how many days the employee expects to be off. If the employee expects to be on sick leave for more than one (1) tour of duty, the ARO will refer the caller to the on duty Assistant Chief. The ARO will reduce the information collected from the checklist to writing and submit it to the appropriate Assistant Chief.

### SAMPLE SICK LEAVE CHECK LIST

NAME: \_\_\_\_\_  
TIME OF NOTIFICATION: \_\_\_\_\_  
PERSONAL LEAVE: \_\_\_\_\_ FAMILY LEAVE: \_\_\_\_\_  
SINGLE DAY: \_\_\_\_\_ MULTIPLE DAYS: \_\_\_\_\_ (REFER TO A/C)  
MEDICAL APPT: \_\_\_\_\_ TIME EMPLOYEE WILL RETURN \_\_\_\_\_

3. It is agreed that employees desiring medical, dental, or optical examinations or treatment (non-emergency, routine, elective type appointments for examinations), who cannot arrange appointments outside of work hours, will normally request leave at least two (2) duty shifts in advance of the absence.
4. Sick leave of more than three (3) consecutive workdays for eight (8)-hour personnel, or two (2) consecutive work shifts for 24-hour personnel, must be supported by medical documentation in accordance with OPM and Air Force regulations.
5. Family sick leave will be administered in accordance with applicable leave regulations.

**ARTICLE 31**  
**EXCHANGE OF DUTY TIME**

1. Civilian personnel will be allowed to exchange duty time so long as the vehicles can be properly staffed. Exchanged duty time will be paid back during the same pay period within which it is traded.
2. Employees who wish to exchange time will submit a written request on the required Union form, VPF 100. The form will be completed and signed by all parties prior to exchanging time. Requests will not be disapproved arbitrarily. Justification for disapproval will be provided in writing. A record of the exchange shall be annotated in the lineup.
3. Any disagreements between individuals requesting exchange of duty time will be handled between the parties. These disagreements will not be within the scope of the grievance procedure.

## ARTICLE 32 YEARLY TIME CHANGES

An employee working on a shift when daylight savings time goes into effect is credited with the actual number of hours worked on that shift. The hour lost as a result of the change is charged to annual leave, sick leave, or leave without pay, whichever is applicable. Alternatively, the employee may request to work an additional hour, thus completing the 24-hour shift. An employee working a shift when the return to standard time is made is credited with the actual number of hours worked on that shift. Any time worked by shift personnel in excess of 24 hours per shift is paid at the appropriate overtime rate.

**ARTICLE 33**  
**ROTATION OF PERSONNEL/STATION CHANGES**

1. Employees may bid to rotate among the fire stations within each shift, using the SCD list, with the understanding that management retains the right to make the final decision on station rotations. If there are any problems with bidding, employees will be given the opportunity to work it out. If this is not possible, the person with the highest SCD will win the bid. The following conditions apply:
  - a. With management's approval, employees may remain at their current duty station for at least two (2) years.
  - b. Employees may be bumped from their duty station, regardless of SCD, if they have been in the station for more than 2 years. Bumped employees will automatically be placed on the SCD list in the appropriate SCD order, and can only bid for the openings remaining on the list.
  - c. Employees who have over four (4) years in their current station will have priority bidding rights.
  - d. The Assistant Chief of Operations has final approval of all station transfers. Rotation between shifts will be on a case-by-case basis (for hardships or the equality of shifts, etc.) and at the discretion of the Assistant Chiefs.
  - e. Personnel will submit their bids for annual station rotation by 15 October. Notice of the new station assignments will be distributed by 1 November. Station changes will take effect at the beginning of the first full pay period in January.
2. Personnel affected by a permanent station change will normally be given a two (2)-week notice, provided there is no adverse impact on budget and/or mission. A copy of such notice will be forwarded to the appropriate shift Vice President of the Union.
3. Before going off duty, employees will be notified of a temporary station change when known. After such notification, the employee will report to their normal duty station to retrieve gear, and upon agreement with the supervisor, report to the temporary station assignment. The employer will provide transportation, if available. The employee reserves the right to use their private vehicle at no expense to the employer.
4. Employees assigned to temporary stations will be permitted to return to their normal duty station to store and secure their equipment prior to being relieved of duty at 0730 hours. If employees, due to no fault of their own, cannot be released from duty prior to 0730 hours, overtime shall be authorized.
5. When a vacancy occurs outside of paragraph 1 of this Article, due to retirement, resignation, reassignment, or promotion, personnel within their station may bid for available K-days. Bidding within the station will be open for seven (7) days and

completed prior to a Station Vacancy Announcement. If bidding occurs within the station, greatest length of time in that station will be the deciding factor. A vacancy announcement of the shift, station and K-day, will be posted at all stations for a two-week period for bidding. This only applies to the original vacancy. Eligible personnel will be allowed to bid for vacancies on either shift. SCD will be used as the tiebreaker in all bidding. The process does not prevent Management from exercising their right to assign work to balance staffing.

**ARTICLE 34**  
**PRIVATE OWNED VEHICLES (POVS)**

1. Employees will not be required to use their POVs for official Fire Department duties. Written authorization by the Base Fire Chief, or a designated representative, is required if employees use their own cars in the performance of official duties because of non-availability of government furnished transportation. If use of POVs is authorized, employees will be reimbursed at the mileage rate established by the Joint Travel Regulations.
2. If employees request permission to use their POVs for their own convenience, (i.e. to drive from their permanent station to a temporary station), they may be permitted to do so at no expense to the employer.

**ARTICLE 35**  
**FOOD AND BEVERAGE REQUIREMENTS**

1. The employer (Vandenberg Fire Department) will furnish meals that meet NWCG guidelines for any emergency operation that overlaps meal periods. For extended operations, the employer will provide two (2) hot meals (i.e., breakfast, and dinner) and box lunch for lunch, with cold drink and/or hot coffee. After the dinner meal period, box lunches will be provided to the assigned crews.
2. The employer (Vandenberg Fire Department) is not precluded from supplying food and beverage during rehab at smaller incidents.
3. Ready to eat meals will be maintained on all fire apparatus.

## ARTICLE 36 RECREATION

1. During relax status times prescribed by this contract, mission requirements permitting, employees may sleep or engage in recreational activities such as board games, dominoes, card games, volleyball, basketball, calisthenics, and organized sports. Employees engaged in physical recreation will be allowed to deviate from the full uniform, per Article 26, in order to participate in the activities. Participants will maintain recreational areas orderly and well policed. It is understood that engagement in recreational activities during relax status time does not preclude management from assigning work during those hours, and the activities themselves will not interfere with work assignment, if a need exists.
2. The Employer recognizes the importance of maintaining a high level of morale for firefighter personnel and agrees to provide and maintain color television sets, VCR's and stereo equipment at each fire station/crew quarters. The Employer also agrees to maintain current cable /satellite service. The satellite service will include monthly programming, not to exceed \$600.00 per year recurring cost, for each system.
3. Primary use of computers is for official business. However, employees will be allowed use of computers and the internet in accordance with current laws, Air Force regulations and Fire Department policies.
4. Personnel may use designated Base Recreation facilities. In order to maintain response readiness, apparatus may be parked (as authorized) at any of these facilities.

## ARTICLE 37

### FAMILY PRIVILEGES

Employees will be allowed to have family and friends visit the fire stations. It is understood that visitors will be allowed when their presence does not interfere with the assignment of work or the handling of emergencies. All visitors will leave the station by 2100 hours.

## ARTICLE 38

### DURATION AND CHANGES

1. This Agreement is subject to approval by the Field Advisory Service (FAS); and shall be approved within 30 days from the date it is executed, if it is in accordance with the provisions of applicable law, rule, and/or regulation, unless the Agency has granted an exception. If not approved or disapproved within the 30-day period, this Agreement shall become effective, and shall be binding on the Agency and the Exclusive Representative, subject to the provisions of the CSRA and any other applicable law, rule, and/or regulation.
2. This Agreement shall remain in full force and effect from the date of approval by the FAS for a period of 36 months. Both parties will review the Agreement annually. It shall renew itself for successive one-year periods thereafter unless written notice is given by either party to the other not less than 60 days, but no more than 105 days prior to the expiration date, that it desires to terminate, amend, or modify the Agreement. In the event such notice is given, the parties shall negotiate a mutually acceptable schedule not later than 30 days prior to the expiration date. If a new Agreement has not been approved by the expiration date, this Agreement shall continue in full force and effect until a new one is approved. The effective date and expiration date of the Agreement will be printed on the cover.
3. The Employer will print and distribute this Agreement and any approved amendments. All unit employees will be provided a copy. New unit employees will receive a copy during new employee orientation. The Employer will provide the Union with additional copies for each station, as needed.
4. During the life of this Agreement, any Article may be reopened by mutual agreement of the parties, or when necessitated by statutory changes. The parties agree to use IBB techniques when negotiating reopened articles.
5. Should any part or any provision of this Agreement be rendered or declared invalid or illegal by reason of an existing or subsequent law, regulation, or ruling, the invalidation of such part or provision of this Agreement shall not invalidate any of the remaining parts or provisions of the Agreement, and they shall remain in full force and effect. Should any part or provision of this Agreement become invalid because of adoption of new laws or regulations, or changes in existing laws or regulations, the parties shall initially meet within 30 days after notification of these changes. Notification will be in writing by either party for the purpose of negotiating new provisions that conform to the new or amended laws or regulations. However, this 30-day period may be waived upon mutual agreement of both parties. Any new negotiated provisions shall become effective on the date of approval by the FAS.

To be effective on the date of approval by the Department of Defense (DOD) Civilian  
Personnel Management Service (CPMS)  
Field Advisory Services Division, Labor Relations Branch

Signed this 9<sup>th</sup> day of February 2004, at Vandenberg AFB California

FOR THE EMPLOYER:

/Original Signed/

FOR THE UNION:

/Original Signed/

APPROVED BY THE DEPARTMENT OF DEFENSE (DOD) CIVILIAN  
PERSONNEL MANAGEMENT SERVICE (CPMS) ON.19 February 2004