



**87<sup>th</sup> AIR BASE WING  
JOINT BASE McGUIRE DIX LAKEHURST, NEW JERSEY**

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**COLLECTIVE BARGAINING  
AGREEMENT  
2015**

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**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS  
LOCAL F-313**



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## PREAMBLE

This Collective Bargaining Agreement is executed by and between the Commander, 87th Air Base Wing, Joint Base McGuire Dix Lakehurst, New Jersey, hereinafter referred to as the **Employer**, and the International Association of Fire Fighters, Local F-313, hereinafter referred to as the **Union**, and collectively known as the Parties.

It is the intent and purpose of the Parties herein to promote and improve the efficient administration of the Federal Service and the well-being of employees within the scope and meaning of the Civil Service Reform Act of 1978 (PL 95-454), to establish a basic understanding relative to personnel policies, practices and procedures, and matters affecting **conditions of employment**, and to provide the means for amicable discussion and adjustment of matters of mutual concern in a judicious manner.

## ARTICLE ONE

### SUPPORT OF COMMON GOALS

Section 1. It is further agreed and intended that this Agreement, its amendments, and/or its supplements will meet the following objectives:

- a. Promote fair and reasonable working conditions and allow for participation by employees in formulating and implementing personnel policies and practices affecting conditions of employment.
- b. Promote improved programs designed to aid the employees in developing and achieving employee skills and recognized objectives.
- c. Promote the highest degree of morale and responsibility in the Air Force, promote work attendance, and improve utilization of time and materials.
- d. Adjust promptly all differences arising between the Parties related to matters covered by this **Collective Bargaining** Agreement.
- e. Promote systematic employee-management cooperation between the Parties.
- f. Provide a safe and healthful work environment.
- g. Promote the principles of equal employment opportunity.
- h. Improve the labor-management relationship in dealings between employees, the Union, and the Employer in the conduct of public services as specified in this Agreement.
- i. The Employer and the Union will form a work group that will evaluate best practice for all facets of operations within **the** Joint Base Fire Department. This work group will objectively look at work practices and implementation thereof and

both parties will come to common ground of these practices to ensure all parties involved will achieve their common goals.

Section 2. Wherever language in this Agreement refers to specific duties or responsibilities of specific employees or management officials, 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.

## ARTICLE TWO

### RECOGNITION AND UNIT DETERMINATION

Section 1. The Employer recognizes the Union as the exclusive and sole representative for all non-professional firefighters (GS-0081) employed by the Fire and Emergency Services, 87<sup>th</sup> Air Base Wing, Joint Base McGuire-Dix-Lakehurst, New Jersey, in the administration of all matters affecting conditions of employment. Conditions of employment means personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions, except that such term does not include policies, practices, and matters:

- a. Relating to political activities prohibited by Statute;
- b. Relating to the classification of any position; or
- c. To the extent such matters are specifically provided for by Federal Statute.

Section 2. The Unit to which this Agreement is applicable is composed of all non-supervisory (GS-0081) personnel assigned to the Fire and Emergency Services Flight, 87<sup>th</sup> Civil Engineer Squadron, 87<sup>th</sup> Civil Engineer Group, 87<sup>th</sup> Air Base Wing, serviced by the 87<sup>th</sup> Air Base Wing Civilian Personnel Section.

Section 3. The Union accepts the responsibility for and agrees to represent in good faith the interests of all eligible employees in the Unit without discrimination as to race, color, religion, sex, age, national origin, or physical/mental handicap, and without regard to membership in the Union.

## ARTICLE THREE

### EMPLOYEE RIGHTS

Section 1. Each employee has the right, freely and without fear of penalty or reprisal, to form and assist the Union or to refrain from any such activity, and each employee shall be protected in the exercise of this right. The right to assist the Union extends to participation in management of the Union and acting for the Union in the capacity of a Union representative, including presentation of its views to officials of the Executive Branch, Congress, or other appropriate authority (the

Parties are aware of and have no intentions to violate the restrictions imposed by the DOD Appropriations Act).

Section 2. Nothing in this Agreement shall require an employee to become or remain a member of a labor organization except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deductions in accordance with **Article 7** of this Agreement.

Section 3. The Employer and/or the Union shall not discipline or otherwise discriminate against any employee because he/she has filed a complaint or given testimony under PL95-454, Title 7.

Section 4. The Union shall apprise all employees in the bargaining unit of their rights and obligations under this Agreement.

Section 5. The contents of the employee's official personnel folder shall be protected from unauthorized disclosure in accordance with applicable laws, rules, and regulations.

Section 6. In accordance with sections 7114(a)(2)(B) and (3) of PL 95-454, unit employees shall be given a reasonable opportunity to be represented by the exclusive representative at any examination in connection with an investigation when the employee reasonably believes that the examination may result in a disciplinary action and the employee requests representation (commonly referred to as the "**Weingarten Right**").

## ARTICLE FOUR

### UNION RIGHTS

Section 1. The Union is entitled to act for and negotiate collective bargaining agreements covering all employees in the Unit. The Union is responsible for representing the interests of all employees in the Unit without discrimination and without regard to labor organization membership. The Union does not have the duty or responsibility to represent Unit employees that are non-members of IAFF Local F-313 in any statutory appeal procedures but may elect to do so at their own discretion.

Section 2. A representative of the Union shall be given the opportunity to be present at any formal discussion between a representative(s) of the Employer and a Unit employee(s) concerning any grievance, personnel policies or practices, or other general conditions of employment. The right of the Union representative to be present during such discussions shall be subject to necessary requirements as to security and confidentiality of information. The right of the Union representative to be present does not apply to routine discussions related to job performance, job tasks, or other discussions of a personal nature between an employee and their immediate supervisor.

Section 3. A representative of the Union shall be given the opportunity to be present at any examination of a Unit employee by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in a disciplinary action against the employee, and the employee requests such representation (see Article 3, Section 6).

Section 4. The Employer agrees to recognize duly elected or appointed representatives of the Union and those individuals properly designated by the Union to be representatives (i.e., National representatives or attorneys). There shall be no interference, coercion, or discrimination against any employee in the exercise of their rights assured by the Civil Service Reform Act and Air Force Instructions for participation in Union activities. The Union agrees to submit to the Employer a list of officers/stewards and to update the names as changes occur.

Section 5. The Employer agrees that Union officers as described in Section 3, will be authorized a reasonable amount of official time away from the job to perform their representational activities in accordance with 5 USC 7114, 5 USC 7131 and this Agreement.

Section 6. Whenever an officer or steward desires to leave their assigned duties to perform their representational activities, said official must contact the appropriate on-duty supervisor or his designee for approval. The request for permission shall include a description of the nature of the business to be transacted, including, if appropriate, the name of the grievant and/or complainant and the approximate duration of absence. The appropriate supervisor or his designee will release authorized representatives of the Union upon request, unless a significant interruption of work would occur. If mission requirements do not permit the release of a Union representative, the appropriate supervisor or his designee will state the reason the representative cannot be released and make a legitimate, good-faith effort to give the Union representative a time when they may be released. The employee and the Union representative will report their return to work to the supervisor on duty. Both Management and the Union officer/steward have a mutual obligation to ensure that the use of official time is properly reported and recorded on Time and Attendance Records.

Section 7. The Employer agrees to consider requests submitted by Union representatives to attend training sessions, provided the subject matter of such training is of mutual concern and benefit to the Employer and to the employee in his/her capacity as a representative of the Union. Up to twenty (20) days of official time per calendar year, for all Union officials, may be requested and authorized for this purpose. Requests for such time (to include documentation indicating the mutual benefit to be derived by both parties) shall be submitted no later than fourteen (14) calendar days in advance of the training.

Section 8. The Employer agrees to make facilities available for meetings regarding the representational duties of the Union during standby or non-duty hours of Unit employees, provided that the use of said space is not precluded by official need or the terms of applicable directives. The Union agrees such use will have no disrupting or distracting effect on the mission of the Employer.



Section 9. The Employer agrees to provide the Union with secure workspace within Building 1712 and Building 687 to conduct Union business and keep Union records. To include a local phone line, a fax line and computer drop. In the event that the Employer requires the Union to move, the Employer will provide a facility of similar utility (i.e., desk space, electrical outlets, phone line, fax line computer drops). The Employer promises to consider other reasonable alternatives prior to requiring any movement of the Union office space and to strive to minimize any disruption to the Union during the life of this Agreement.

Section 10. The Employer agrees to provide the Union with a bulletin board for each fire station, to be used for posting information as it relates to Unit employees. Bulletin boards will be maintained in good taste by the Union. Posted Union material will not relate to partisan political matters; violate any law or endanger the security of the Employer; contain vulgar, abusive, or libelous material; or reflect on the integrity or motives of any individual or the Federal Government. The Union agrees to provide a copy of any-and-all materials posted to the Fire Chief or his designee upon request.

Section 11. The Employer agrees to permit duly authorized officials of the International Association of Fire Fighters, who are not Joint Base employees, to visit the installation to conduct appropriate Union-Management business. The Fire Chief or designee will be advised as early as possible in advance of the intended visit.

Section 12. The Employer agrees that as part of their orientation all new employees hired into a position included in the unit will be informed of the Union's exclusive recognition and will be given a copy of the current negotiated agreement. The Employer agrees to provide time during the check in process for the Union to make a presentation to all newly hired bargaining unit employees (BUE's). The presentation will be made in person by a Union official, either one-to-one (in the event a single new employee is hired) or as a group briefing (when there are two or more new hires reporting at the same time).

Section 13. Upon request the Union will be furnished data in accordance with 5 USC 7114 (b) (4).

## ARTICLE FIVE

### EMPLOYER RIGHTS AND RESPONSIBILITIES

Section 1. Pursuant to 5 USC 7106, the Employer retains the right:

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

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

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

3) With 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

2) To take whatever actions may be necessary to carry out the agency mission during emergencies.

b. Nothing in this Article shall preclude the Employer and the Union from consulting and/or negotiating--

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

2) Procedures which the Employer will observe in exercising any authority under this Article or

3) Appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by the Employer.

Section 2. When emergency procedures are invoked that affect the provisions of this Agreement, the Union will be notified in a timely manner and the Employer will advise the Union on the circumstances causing the emergency and its expected duration. In any emergency, the Employer agrees to give due regard to the welfare of employees and, to the maximum extent possible, to abide by the terms of this Agreement.

## ARTICLE SIX

### MATTERS APPROPRIATE FOR NEGOTIATION

Section 1. The Parties to this Agreement have a duty to bargain collectively on the conditions of employment affecting employees in the Unit. This mutual obligation to meet at reasonable times and bargain in a good faith effort to reach agreement on personnel policies, practices, and matters affecting working conditions apply to areas that are within the discretion of the Employer. Such matters include, but are not limited to, safety, training, employee services, methods of adjusting and/or resolving grievances, granting of leave, promotion plans, demotion practices, pay procedures, reduction in force practices, hours of work, etc. The duty to bargain does not extend to matters relating to prohibited political

activities, to those relating to the classification of any position, or to the extent such matters are specifically provided for by Federal Statute. The obligation to meet and bargain in good faith includes the obligation:

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

Section 2. In the administration of all matters covered by this Agreement, the Parties are bound by existing laws, regulations, instructions, and adopted standards of appropriate authorities such as Presidential Executive Orders, Comptroller - General Decisions, Office of Management and Budget Issuances, Office of Personnel Management Policies, Department of Defense and Department of the Air Force in existence at the time this Agreement is approved. The future application of Agency (AF) or Department of Defense Regulations or policies that are not in place at the time this agreement is executed and not directed by virtue of a Law, Government Wide Rule or Instruction are subordinate to this agreement.

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

Section 4. Nothing in this Agreement shall preclude the Parties from negotiating:

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

Section 5. It is agreed that proposed changes in conditions of employment affecting employees in the Unit and for which there is an obligation to bargain shall normally be accomplished by presenting a draft of the proposed change to the Union and permitting sufficient time (not more than fourteen [14] calendar days

from receipt) for submission of written proposals. The Union agrees that, should it fail to submit proposals within the prescribed time, the Employer may then proceed to implement the proposal without the obligation to negotiate, the Union having waived that right. If the Union submits proposals, negotiations will commence within fourteen (14) calendar days from receipt of the Union's proposals unless the Parties agree to a later date. Should negotiations take place; normal conduct of negotiations govern, including third-party proceedings.

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

Section 7. Prior to the implementation of a new regulation/instruction, Standard Operating Guidelines or a change to an existing regulation/instruction, and Standard Operating Guidelines that will affect conditions of employment of BUE's the Employer agrees to make available to the Union a copy of the regulation/instruction, and afford the Union an opportunity to engage in appropriate bargaining.

Section 8. The Parties are committed to the proposition that no act by either Party should be in contravention of the rights of the other and each agree to endeavor to avoid such a circumstance through mutual effort and cooperation.

## ARTICLE SEVEN

### PAYROLL WITHHOLDING OF DUES

Section 1. Any employee of Joint Base McGuire-Dix-Lakehurst who is a member of the Bargaining Unit and who is a member in good standing of the Union may authorize an allotment of pay for the payment of dues for such membership, provided:

- a. The employee has voluntarily completed a request for such allotment of pay.
- b. The employee regularly receives a normal amount of pay on the regularly scheduled paydays of the base and such pay is sufficient to cover the full amount of the allotment after other legal deductions have been made.
- c. The employee has not more than one current allotment for the payment of dues to an employee organization.

Section 2. The Union agrees to acquire and distribute to its members the prescribed allotment form, SF-1187, Request for Dues Authorization. The Union also agrees to certify as to the amount of its dues, and to inform and educate its members on the program for allotments for payment of dues and the uses and

availability of the required form. An allotment may be submitted by an eligible employee of the Bargaining Unit, through the Union, to the Civilian Payroll Office at any time. The allotment will be effective at the beginning of the second complete biweekly pay period after receipt of a properly completed and signed SF-1187 in the Civilian Payroll Office.

Section 3. An allotment shall be terminated: When the employee leaves the Bargaining Unit as a result of any type of separation, transfer, promotion to a non-Bargaining Unit position, or other personnel action.

- a. Upon loss of exclusive recognition by the Union.
- b. Upon receipt of notice from the Union that the employee is no longer a member in good standing.
- c. When this Agreement is suspended or terminated by appropriate authority.
- d. When an employee revokes the dues withholding allotment by properly completing SF-1188, Revocation Authorization for Allotment of Compensation for Payment of Employee Organization Dues. When warranted by extenuating circumstances, the LRO, or designated representative, may accept other written notification of revocation signed by the member. In either case (i.e., upon receipt of SF 1188 or other written notice by the LRO), revocation will not become effective until the first full pay period following May 1. The only exception to this once-a-year revocation period shall occur when an employee, who for the first time elects dues withholding and within one year of such election decided to revoke the assignment. In such cases the effective date of revocation shall be the anniversary date of the dues withholding authorization. These revocation requests must be submitted to the Civilian Payroll Office and should be signed or initialed by a designated representative of the Union.

Section 4. The Civilian Payroll Office, acting for the Employer, shall furnish to the Union a listing of **BUE's** for which deductions were made and amount of each deduction. A copy of the listing and a check for the amount will be forwarded to the Union. The Union president will immediately notify the Civilian Payroll Office, in writing, of any change in the name and/or address of the Secretary-Treasurer of the Union.

## ARTICLE EIGHT

### MORALE AND WELFARE

Section 1. The Employer recognizes the necessity of providing and maintaining reasonably comfortable living spaces for Unit employees. The parties agree, to the extent possible that each station will be equal in the living quality and that below sections are inclusive for all stations. When heating, air conditioning, water, cooking, cleaning, refrigeration, or electrical systems become defective, the problem will be addressed immediately. In order to promote the health, comfort, and morale of Unit members, such equipment will be promptly replaced if it

cannot be repaired. The Employer agrees to provide and maintain a sufficient quantity of stove(s), microwave oven(s), refrigerator(s), washer(s), dryer(s), dishwasher(s), TV's and television reception equipment/supplies

Section 2. The Employer agrees to furnish in quantities, appropriate for use by Unit personnel the following: hand soap, dish washing detergent, paper and cloth towels, floor cleaning soap, deodorizer, window cleaner, mops, buckets, sink cleaner, bowl deodorant, two (2) vacuum cleaners, and other miscellaneous supplies as are appropriate to maintain a clean and healthy living atmosphere.

Section 3. The Employer recognizes and agrees that the living quarters in the fire station: i.e., space allocated as cooking, dining, sleeping, resting, bathing, and toilet facilities, are personal to the fire fighters and are considered as home for long periods of time.

Section 4. The Parties agree to bargain/negotiate any proposed changes or improvements to living or working spaces with the Union as soon as it becomes apparent that such changes may be necessary or desirable. Additionally, as needed or at minimum every five (5) years mattresses will be replaced, and recliners and other furniture will be replaced as needed.

Section 5. When needed, the Employer shall have water filters on all devices that are used for drinking, bathing or washing dishes. These filters shall be changed as needed.

Section 6. The Employer will provide a sufficient quantity of food preparation equipment; i.e. cooking, serving and eating utensils, etc., consistent with the allotted strength of the Fire Department

Section 7. Unit employees shall be allowed to use recreational facilities for participating in the physical fitness program at no cost. To ensure all Unit employees are afforded an opportunity to participate, Unit employees will be permitted to trade work assignments with the approval of the on-duty supervisor. The Parties agree that approval to trade work assignments is contingent upon having crews composed of properly trained personnel, ready to respond at all times. The Parties agree that Unit employees may engage in activities sponsored by the Services Squadron, Morale, Welfare, recreation (MWR), if approved by the Employer.

Section 8. The Employer shall establish, maintain, and provide a physical fitness program as agreed to by the Parties, which will enable Unit employees to develop and maintain an appropriate level of fitness sufficient to safely perform their assigned duties.

a. The Employer agrees to provide and maintain the required adequate and necessary space and equipment to support the physical fitness program. In addition, the Employer agrees to provide each Unit employee a complete set of gym clothing that includes, but is not limited to, gym shorts, sweat shirt, and sweat pants. These items will be maintained by the employee and replaced, as needed, by the Employer at no cost to the employee.

b. The Employer agrees all mandatory physical fitness programs are generally considered to be assigned duties and, therefore, will normally be performed during the employees' regular work hours.

Section 9. The Parties recognize the health hazards of second-hand smoke and recognize the legitimate right of every Unit employee to breathe the cleanest air reasonably possible. With these important factors in mind and to promote an environment free of second hand smoke, the living quarters of the fire stations will be free of all types of tobacco use. Smoking will only be permitted in specified areas agreed to by the Parties. Employees who smoke are highly encouraged to participate in a tobacco cessation program. Employees who elect to participate in the on-base program will be afforded the opportunity to do so one time without charge to leave, if otherwise in a duty status. Should it become necessary for an employee to participate any number of subsequent times, use of appropriate leave may be granted, subject to workload requirements. Workload permitting, supervisors are authorized to make minor work-schedule adjustments to allow employees to participate in smoking cessation programs in an effort to minimize charges to leave.

Employees participating in an off-base cessation program and under the care or guidance of their personal medical practitioner will be granted appropriate leave, workload permitting, to attend such sessions that conflict with their normal duty hours. Employees attending off-base cessation classes must submit documentation of continued attendance and/or treatment if requested by their supervision.

Section 10. The Employer agrees to conduct inspections in the living quarters of all fire stations for any health and safety issues on an annual basis. The Employer agrees to supply the Union upon request with a copy of the inspection report, along with its recommendations. The Employer further agrees to initiate abatement action to correct any discrepancies found within ten (10) days.

Section 11. In the event that circumstances require, the Employer agrees to furnish mental health critical stress de-briefing which may be provided by an outside source by someone familiar with the functions of the fire service provided the need for treatment is career-related from incidents within the job scope.

## **ARTICLE NINE**

### **HEALTH AND SAFETY**

Section 1. Response Safety: The parties' understand that response safety and adequate resources for fire department responses are directly related to the health and safety of responding fire department personnel and that this is a responsibility of the Employer. The parties understand that reduced response capability may impact employee safety and increase risk to the facility populace and assets and increase the chances of injury or death. The use of risk assessments will enable Senior Fire Officers to effectively execute DoD

and Air Force instructions during response incidents. The installation Fire Chief allocates available resources to manage Fire & Emergency Services (FES) events based on local risk factors. Incident Commanders on scene ensure tasks assigned to firefighters can be performed safely with available resources. As such the Employer agrees to comply with Air Force Policy Directive (AFPD) 32-20, Fire Emergency Services, Department of Labor – Occupational Safety and Health Administration (OSHA), Code of Federal Regulation (CFR), Air Force Instructions (AFI) and National Fire Protection Association (NFPA) standards as they are adopted and or implemented by AF Technical Implementation Guides (TIG) after appropriate bargaining obligations are met in accordance with this agreement.

Section 2. Employees will not be held liable or responsible administratively or in any other manner for ineffective response capability decisions by the Employer which results in the loss of equipment, assets, property or life in any attempt to mitigate an emergency incident. The Union agrees to cooperate with the Employer by encouraging employees to work in a safe manner, to wear protective equipment prescribed by the Employer, and to report observed safety and health hazards to the Employer in accordance with applicable procedures. All members of Joint Base Fire Dept. are responsible for prompt reporting of unsafe and/or hazardous working conditions that they encounter.

Section 3. Protective clothing furnished to Unit employees will be in accordance with requirements of 29 CFR 1910.156 and NFPA Standards 1500 (as it applies to protective clothing only). Employees shall be responsible for the condition of items furnished and the return of such items as required by the Employer. Equipment utilized by unit employees will also be in accordance with the requirements of 29 CFR 1910.156 and NFPA Standard 1500. The Employer will replace protective clothing and equipment when worn out. This clothing and equipment includes but is not limited to, firefighters' protective clothing, footwear, SCBA masks prescription safety glasses (inserts) for SCBA masks, eye protection, hearing protection and hoods. Additional equipment will be provided by the Employer. Unit employees will not be required to share any part of their turnouts and/or protective equipment with another employee with the exception of specialized equipment as determined by the Parties. The Employer will provide for proper cleaning of PPE in accordance with NFPA Standards.

Section 4. The Employer shall provide for the inspection and testing of the structural integrity and safety of the Department's apparatus and equipment utilized by Unit employees in accordance with governing regulations. The results of these tests will be made available to the Union upon request. The Employer agrees to take prompt and appropriate action when an unsafe condition involving apparatus and/or equipment is reported to or observed by the Employer. The Employer agrees that all emergency fire fighting apparatus and equipment will receive high priority for maintenance to ensure the apparatus and equipment will be in a safe operating condition as outlined in the applicable technical manuals for said apparatus and equipment, applicable NFPA standards, and/or manufacturer specifications. The Employer further agrees that any piece of apparatus or



equipment not in safe operating condition will be taken out of service until the deficiencies are properly corrected.

Section 5. The Parties agree to establish a fire safety committee per NFPA 1500. The Local will have a designated representative on committee.

Section 6. The Employer will strive to assist employees in maintaining optimum health on the job. Unit employees shall be given medical and physical evaluations in accordance with NFPA Standards for the firefighter occupation. Employees shall cooperate with the Employer in the implementation of the health programs. The Parties agree that after the initial physical examination, which is performed when a Unit employee is initially assigned to the Joint Base McGuire Dix Lakehurst Fire and Emergency Services **Section**, the employee will have the option of being examined by the Employers' designated medical personnel or by a personal physician when periodic examinations are required by the Employer. The Parties agree that any examination by a personal physician in connection with the industrial health program will be at the employee's expense and on his/her own time. The employee will provide examination documentation to the occupational health physician for final approval.

Section 7. The Employer agrees that employees exposed to infectious diseases, will receive care as appropriate, as soon as possible after the exposure. The Employer will maintain an up-to-date Hazardous Materials and Infectious Diseases Exposure Record for each unit employee.

Section 8. Records of on duty accidents, injuries, or illnesses will be maintained by the Fire and Emergency Services **Section** and made available to the Union on request in accordance with the Freedom of Information Act, the Privacy Act, and AF Safety and Health Instructions. These requests may also include OSHA reports.

Section 8. The Parties recognize that the Employer monitors and evaluates the physical condition of unit employees under their span of control during emergencies. The Employer will ensure that appropriate steps will be taken to provide for employee safety and health. The command structure shall be utilized to request relief and reassignment of fatigued crews, when necessary. The steps that the Employer may consider taking include medical evaluation and treatment, food and fluid replenishment, and relief from extreme conditions, according to the circumstances of the incident, training or hazardous stand-by.

Section 9. The Employer agrees to provide emergency medical and ambulance services at working fires and other health or life-threatening situations when determined necessary by the Incident Commander.

## ARTICLE TEN

### TRAINING

- Section 1. The Fire Protection Flight's Training Program will be conducted in accordance with applicable Air Force, Air Mobility Command, and local, requirements and procedures.
- Section 2. The Employer and the Union agree that job-related training and development of employees within the Unit is beneficial to both Parties. All such training received will be recorded in the Automated Civil Engineering System (ACES-FD).
- Section 3. Weather conditions, such as extreme cold, hazardous weather, extreme heat, etc., will be factors for consideration in administering the training program. The Parties recognize, however, that mission needs are paramount and may outweigh these environmental factors.
- Section 4. The Employer agrees to consider recommendations of the Union and other employees of the Unit for further training and/or safety suggestions as they are submitted.
- Section 5. The Employer agrees to properly compensate employees for any Employer required training that cannot be accomplished during the employees' normal work shift (i.e., overtime, compensatory time, adjustments to work schedules, etc.).

## ARTICLE ELEVEN

### ALCOHOL & SUBSTANCE USE

- Section 1. Both the Union and the Employer recognize alcoholism and drug abuse are treatable illnesses. The Parties understand the Employer may have an obligation to provide employees with an alcohol or drug problem an opportunity for rehabilitation. However, Air Force instructions provide for discipline or adverse action, up to and including removal from Federal service, for the use of drugs and/or alcohol that affect job performance or conduct. Such actions can range from oral admonishment to removal from Federal service. The Parties agree that the earlier a substance abuse problem can be identified and treated, the more favorable the chances are for a satisfactory solution.
- Section 2. Employees may voluntarily visit the Substance Abuse Office if they think they have an alcohol or drug problem where confidential assistance or appropriate referrals will be offered. There is no need to fear reprisal for taking this important step toward self-help. Employees will not be charged personal leave to attend initial counseling with the Substance Abuse Office. Supervisors may grant appropriate leave for any subsequent medical examinations or treatment related to substance abuse.

Section 3. In all cases, the Employer will abide by the provisions of Air Force Instruction, as supplemented by this Article. The first time an employee has a job-related incident due to a suspected alcohol or drug-abuse problem, or when supervision has reason to believe the employee has such a problem, that employee will be referred to the Substance Abuse Office on duty time without charge to leave, in accordance with Air Force Instruction. Supervisors may grant appropriate leave for any subsequent medical examinations or treatment related to substance abuse. The Employer agrees that it has the responsibility to protect an employee's privacy and ensure the confidential handling of employee records and information. The Parties note that counselors are required to disclose the nature and extent of an employee's drug or alcohol abuse to supervision if the employee occupies a sensitive position. Nothing in this Article precludes the Employer from initiating corrective action (i.e., discipline) against an employee who exhibits a behavioral, performance, or suitability problem.

Section 4. Drug testing shall be in accordance with AFI 44-120, Air Force Civilian Drug Demand Reduction Program.

a. The Parties recognize illegal drug use is a threat to the welfare of the public and Unit employees; thus, the Employer shall take necessary steps, including drug testing, to eliminate illegal drug usage.

b. Unit employees will be assured matters relating to drug testing will be treated confidentially. Information will be released only to those officials and/or agencies authorized by appropriate authority. The Employer will ensure drug test records are maintained in accordance with the Privacy Act.

c. The Parties agree testing referred to by the term "drug test" shall mean urinalysis at this time. The Union will be notified in writing in advance of any proposed changes to the method and/or procedure used for testing employees. The Employer further agrees under no circumstances will a unit employee be subject to urinalysis testing as a punitive measure.

## ARTICLE TWELVE

### HOURS OF WORK/WORK SCHEDULE

Section 1. The Employer in accordance with applicable instructions, will promulgate the tour of duty which is currently one hundred forty-four (144) hours per two (2) week period for operations personnel and one hundred twelve (112) hours per two (2) week period for Inspectors. The tour of duty is considered an assignment of work. The Employer agrees that when changes in established tours of duty affecting unit employees become necessary, the Employer will negotiate the impact and implementation of such proposed changes. The Employer will try to maintain as much work schedule stability as possible to minimize impacts to employees.

Section 2. Work schedules are not considered an assignment of work and are adjustable to meet the needs of **BUE's** and the Employer in recognizing the needs of both the Employer and the employees of the bargaining unit much like the flexible schedules used in jobs not compromising of uncommon tours of duty. The present work schedule (tour of duty) for Operations Fire Fighters is the Seven (7) Group System. A committee comprised of Labor / Management will meet to discuss the adoption of other work schedules within thirty (30) days after the approval of this agreement. Upon completion of negotiations regarding the work schedules, the parties will enter into a written agreement which will become an addendum to this agreement.

Section 3. The firefighters' work day shall normally consist of twenty-four (24) hours. **The hours between** 0700 – 1600 will be eight (8) hours of actual work or core hours, which will consist of apparatus inspection, training, fire inspections, physical fitness time and other work as assigned. **The hours between** 1600 – 0700 will be considered stand by time.

a. For the purpose of this agreement, actual work is such time devoted to completion of assignments; agency prescribed physical fitness requirements, and training maintenance, administration cleaning operations and other job related duties as assigned by the Employer.

b. For the purpose of this agreement an employee is in "Stand-By" status at c. times when hi is not required to perform actual work as described above and is free to eat, sleep read, listen to the radio or engage in other similar pursuits.

c. The tour of duty for the fire prevention inspectors shall normally be **fifty-six** (56) hours per week.

## ARTICLE THIRTEEN

### TRANSFERS AND DETAILS

Section 1. In the event of a position opening within the department due to the promotion, transfer, firing, retirement, demise of an employee or reorganization of the department which should be filled by a transfer, such transfers shall be made in accordance with the following provisions.

a. If more than one employee volunteers for the transfer the employee with the highest seniority will be given the transfer.

b. Employees who are voluntarily transferred must be qualified for the position.

c. Employees who are voluntarily transferred must wait one (1) year before they may volunteer for again.

Section 2. If no qualified employees volunteer for the transfer then the employee with the lowest seniority within the department will be involuntarily transferred.

- a. Employees who are involuntarily transferred must be qualified for the position.
- b. Employees who are voluntarily transferred will be given thirty (30) days' notice before the commencement of the transfer.
- c. Employees who are voluntarily transferred can volunteer for a transfer after one (1) year.
- d. Management may not involuntarily transfer the employee who is involuntarily transferred for at least two (2) years.

Section 3. For the period of one (1) week beginning August 1<sup>st</sup> employees may submit in writing to the Asst. Chief of Operations their interest in volunteering to another station and may designate their desired station. In doing so, the employee understands that he/she may not receive the requested transfer.

A final list which will be provided to the Union of employees to be transferred **is** developed based upon previous transfer, certification, ability, experience and seniority (highest seniority for competing volunteers, then beginning with the least senior.

Section 4. Should mandatory transfers be required due to lack of volunteers, the Employer will attempt **to not** transfer employees in consecutive years.

Section 5. Station Details: An employee may be detailed to work part of or up to an entire scheduled shift at another station, other than the employees permanently assigned work location, to fulfill staffing requirements or for other operational requirements.

a. A rotating list of employees by permanently assigned work location, shall be established by seniority and maintained by the District Fire Chief or their designee, and include the date and location that an employee **is** due to be detailed. Deviations from the list shall be permissible if the employee due to be detailed does not hold that required training/certification (i.e. driver, EMT, etc.).

b. Detailed employees shall be entitled to mileage re-imburement when utilizing their personally owned vehicle (POV) in accordance with MEMORANDUM FOR LOCAL 313, subject: Local Travel Pay Procedures dated 22 June 2012. Employees shall be given one (1) hour to gather required Personal Protective Equipment (PPE), personal items and travel; however, the employee shall not intentionally delay their arrival at their detailed station.

c. Equally qualified employees may request to swap details for daily moves with their supervisor's approval. Requests will not be arbitrarily denied. Employees that swap their detail will not be moved to the bottom of the list

## ARTICLE FOURTEEN

### OVERTIME ASSIGNMENTS

- Section 1. In order to maintain a properly staffed, effective and efficient Fire and Emergency Services Flight;
- a. All assignments and payments of overtime work will be in accordance with applicable law, rule and instruction.
  - b. The Employer will ensure that overtime work assignments are distributed as equally as practicable among employees who, as determined by the Employer, possess the necessary knowledge, skills/position and abilities to perform that work.
- Section 2. Whenever possible, overtime assignments will be rotated to ensure equitable opportunity (equitable opportunity refers to overtime occurrences, not number of hours worked) among qualified employees in each organizational element. Both scheduled and unscheduled overtime assignments will be distributed according to mission and skill requirements with primary consideration given to the factors as employees qualifications, scheduled vs. unscheduled overtime, cost effectiveness, employee availability and time restrictions. Employees are not eligible for an overtime assignment that is on sick leave, restricted or light duty due to a medical condition or due to documented performance deficiencies.
- Section 3. The Employer agrees to make every reasonable effort to give employees as much advance notice as possible when overtime is required. An employee may, upon request, be released from an overtime assignment if a qualified replacement (as determined by the supervisor) is willing and available. However, if a replacement is not available, the employee must work the overtime. In the event of unplanned overtime, the employees are authorized to use the base telephone lines, at the Employer's expense, to make appropriate arrangements.
- Section 4. An employee is entitled to two (2) hours of pay or the overtime entitlement, whichever is greater, if called back to perform overtime work. "Call Back" overtime includes overtime on a non-workday, during hours outside of and separate from their normal work hours, or after leaving their duty station on a regularly scheduled workday. Overtime in conjunction with an employee's regular scheduled tour (either before or after) is not considered "call back" time.
- Section 5. Employees will be granted compensatory time in lieu of overtime pay in accordance with applicable instructions.
- Section 6. When identifying the need for overtime the Employer will offer qualified employees the opportunity to work in accordance with the rotating list, in descending order. If there are no volunteers, after offering overtime work to all eligible personnel, the overtime will be assigned to the top name on the list. If there are multiple overtime assignments, they will be assigned using the list, in descending order.

- a. Upon assignment of overtime, the employee's name will be moved to the bottom of the list.
- b. Mandatory overtime may be split, or voluntarily given away to other personnel or may be taken by the employee in its entirety. This includes twenty-four (24) hours of overtime.
- c. If an employee is going on leave, (annual, sick or administrative) or (2-4 day break), he or she will normally not be held for mandatory overtime.

Section 7. In the event overtime is required to maintain minimum non-supervisory staffing, the following procedure will be utilized:

- a. Overtime will be offered to all personnel going off duty.
- b. The designated leave Chief will contact all the on-duty OPS Chiefs and alert them of the requirement for overtime coverage. The OPS Chief will solicit volunteers by announcing the overtime over the PA systems of their station(s).
- c. The OPS Chiefs will notify the leave Chief of any volunteers.
- d. If there are volunteers, the leave Chief will assign the overtime to the highest volunteer on the rotating list. The person working overtime will be moved on the rotational list.
- e. If there are no volunteers, the leave Chief will assign the overtime to the highest eligible person on the rotating list.
- f. If that person wishes to have a substitute work for him/her, the assigned employee and substitute will indicate their intentions to the OPS Chief. In this case the assigned employee will be moved on the rotating list. [Should this say to bottom of list???](#)
- g. An employee who is beginning a period of scheduled leave or breaks shall not be required to work mandatory overtime, unless all other eligible employees have been already assigned.
- h. Upon assigning overtime, the designated leave Chief shall update the rotational list by entering the date worked and the hours next to the employee's name, highlight same, and move the employee's name to the bottom of the list.
- i. The designated leave Chief will also place the employee on overtime status at the appropriate station and line in EMS manager.



## ARTICLE FIFTEEN

### TRADING OF TIME

Section 1. The **Parties** agree that the concept of permitting firefighters to relieve one another when certain work conditions exist. The Employer recognizes that permitting the Trading of Time (**TOT**) may serve to enhance the employee's quality of life, while the Union recognizes this privilege cannot be exercised when it might interfere with the efficient performance of mission-related work. Thus, the partners agree to permit trading of time in accordance with the following conditions:

a. Hours traded between the firefighters must be completed within **a** single pay period. With Unlimited Trades allowed between members.

b. Employees who wish to trade time will submit requests to the appropriate on-duty supervisor. The request will specify the exact dates and times **of** the trade. The supervisor will approve/disapprove the request as soon as possible but normally no later than **twelve** (12) hours and maintain a record of all time traded. Requests will not be disapproved arbitrarily. Disapprovals, with justification therefore, will be provided in writing upon request of the employee.

c. Any **BUE** failing to repay time traded, for any reason, shall lose the privilege of trading time for ninety (90) days and in addition there will be an entry made in the Supervisors Employee Work Folder (SEWF) for a period of **one** (1) year. The parties agree that this penalty is not grievable.

d. If employees fail to meet the TOT agreement the originally scheduled employee will be contacted and is responsible for the scheduled time.

e. The Employer agrees that TOT participants may be of differing grades, and the Union agrees that employees Trading Time must meet the qualifications and/or certification requirements for the position for which they are Trading.

Section 2. The parties agree it is the intent of this article to provide a method for unit employees to trade hours of work when the above procedures have been followed and approved. It is also agreed between the parties that it is not the intent of this article to require the Employer to pay overtime because of the TOT.

Section 3. Early Relief: The parties agree that the privilege of early relief is of benefit **and** for the convenience of the **BUE's** and will not exceed one (1) hour.

a. The Parties agree that participation in the process of early relief is completely voluntary, but that Management retains the right and authority to approve the **BUE** being identified to relieve the on-duty employee.



## ARTICLE SIXTEEN

### UNIFORMS FOR BARGAINING UNIT EMPLOYEES

- Section 1. Requirements: The requirements and conditions for the Station Uniforms for BUE's will be in accordance with the provisions of this agreement and the agreed to Standard Operating Guide (SOG)
- Section 2. Uniform Allowances: BUE's will be provided a uniform allowance in accordance with applicable laws, rules and instructions. The Employer agrees that the uniform allowance (initial and replacement) will be the maximum amount allowable pursuant to applicable rules and instructions. New employees will receive an initial allowance at the maximum rate allowed. Incumbents or current employees will receive the maximum rate allowed for an annual allowance.
- Section 3. All Fire Department patches and badges will be supplied by the Employer.
- Section 4. BUE's may wear the authorized Union T-shirt at work which has the IAFF logo.
- Section 5. The normal daily uniform to be worn by employees during core work hours will consist of uniform pants and either the button down shirt, golf shirt, job shirt, and/or approved T-shirt. During standby time, employees may wear physical fitness clothing, T-shirts, sweats etc. When attending official events and functions representing the Fire Department, the employees will wear the Class B uniform.

## ARTICLE SEVENTEEN

### SUPERVISORS EMPLOYEE WORK FOLDER

- Section 1. The Supervisors Employee Work Folder (SWEF) is a set of records used in managing the performance of employees. As a minimum the folder should contain the AF Form 971 Supervisor's Employee Brief, current position description/core personnel document with signed and dated performance plan, a copy of the employee's current performance appraisal (AF Form 860A, Civilian Rating of Record, or equivalent) and backup information and documentation of periodic performance feedback (AF Form 860B, Civilian Progress Review Worksheet or equivalent).
- Section 2. The SWEF is a confidential record. Access to this file must be limited to persons who have an official need to know. As such, employee files will be kept secure when not in use. These records must be stored in locked filing cabinets, in a secured room or other equivalent storage facilities when not in use. The employees will have the right to review their SWEF and obtain copies contained therein upon request. Additionally, employees have the right to submit information and responses regarding materials contained in the SWEF.

Section 3. Supervisors of employees in the unit shall confine record keeping of documented counseling and other similar information that may reflect on an employee's performance and/or conduct to the SWEF. Information used to support disciplinary actions may be retained for two (2) years, (oral admonishments, reprimands and suspensions).

Section 4. Employees shall always be informed when an entry, whether good or bad, is made in the SWEF and be given the opportunity to initial entries in the Folder. When an employee refuses to initial an entry, the supervisor should annotate the employee's refusal to sign. Additionally, employees may periodically request to review their SWEF. The intent of the Parties is to ensure employees are afforded the opportunity to correct their behavior and performance, if necessary and to review and discuss materials maintained in the SWEF in accordance with the Privacy Act.

## ARTICLE EIGHTEEN

### ON/OFF THE JOB INJURY NON-JOB RELATED INJURY AND LIGHT DUTY

Section 1. Responsibilities: When an employee is injured in the performance of his/her duty, the employee is responsible for notifying the supervisor of the incident as soon as possible (usually within the same work shift). The supervisor is responsible for completing the Notification of Traumatic Injury (CA-1) as soon as possible after the injury but no later than twenty-four (24) hours after notification. The supervisor will process the CA-1 and other pertinent information in a timely manner. It is understood that the employee will be responsible for completing his/her portion of the CA-1 form as soon as practical after his/her injuries.

Section 2. Leave/COP: IAW AFI 36-815, the employee will be advised that Continuation of Pay (COP) may be used in lieu of sick or annual leave in connection with such injuries, except in such cases where the claim has been controverted by the Employer. The day of injury is a day of duty, and as such is not chargeable to leave or COP. Medical documentation supporting disability from work should normally be provided to management within ten (10) calendar days from the date of Injury.

Section 3. Processing: In all cases where the claim has been timely filed, the Employer agrees to facilitate the processing of the claim to the US Department of Labor and make reasonable efforts to preclude financial hardship on the injured employee.

Section 4. Light Duty: Management will make every reasonable effort to retain the employee in a limited/light duty position commensurate with the seriousness of the injury and within the physical limitation(s) imposed by the treating physicians report indicates the employee is capable of performing limited/light duty.

Section 5. Public Safety Officers Benefit Act (PSOB): The PSOB is a law under which a claimant, who has a certain relationship to a Fire Fighter who dies because of

firefighting activity, can be entitled to a monetary benefit. The department of justice, Bureau of Justice Assistance, Public Safety officers Benefit Division administers the program. Fire Fighters are advised to keep potential claimants, i.e. spouses, children and or parents informed. A claim for death benefits must be filed within one (1) year and medical evidence may be required to support the claim. The Employer agrees to keep accurate records for all BUE's to ensure that all relevant and/or required information is maintained and available. The Employer and the Union will assist the claimants in filing such applications,

Section 6. The Parties understand, that from time to time, injured firefighters may be allowed to perform light duty functions within the fire protection areas for non-job related injuries. The adoption of local policies that allow for such may promote productivity and efficiency, reduce the need for extended sick leave use and overall enable both the employee and installation management to benefit from this policy. The Parties support the concept of such light duty assignments, understanding that the work being accomplished is legitimate and he person doing the work is fully qualified to accomplish that assignment.

## ARTICLE NINETEEN

### MERIT PROMOTION

Section 1. This article applies to positions within the bargaining Unit, which the Employer fills permanently by competitive procedures, except where otherwise provided (e.g. Career Program positions). All actions under this Article shall be made without regard to political or religious affiliation, marital status, race, color, sex, national origin, age, handicap or membership in an employee organization. The Merit Promotion program is designed to identify qualified employees for promotion under Federal Civil Service regulations. The Employer agrees that in order to uphold the integrity of the Merit Promotion program and to maintain the confidence of unit employees, only authorized staffing methods will be used in filling open positions within the unit.

Section 2. The Parties agree that the Merit Promotion Program is governed by Air Force Manual (AFMAN) 36-203, as supplemented by this agreement.

Section 3. The Employer retains the right to select employees for detailed; however when the detail may lead to promotion, the provisions of the Merit Promotion Program will be observed in selecting an employee. All details outside of position descriptions will be entered on the employee's AF Form 971 Part B in the SWEF, initialed by the employee and include duration and position title. Details for more than twenty-nine (29) consecutive days will be documented in the employee's Official Personnel File (OPF).

Section 4. Notification of Non-Selection

a. Any BUE referred for selection to a position within the Fire and Emergency Services Branch that is not selected may request the selecting supervisor to provide reasons for the selection decision. Such feedback will include:

- (1) Whether the employee was considered and was one of those in the group from which the selection was made.
- (2) In what areas, if any the employee should improve to increase his/her chances for future promotion.

b. The Parties agree that the supervisor in this situation cannot make any commitment as to selection for future vacancies.

## ARTICLE TWENTY

### REALIGNMENT AND REDUCTION IN FORCE (RIF)

Section 1. The Parties recognize that the Employer has the right to determine the methods, means, and personnel necessary to carry out the mission. However, when the impact of realignment of work, RIF, or furlough affects members of the Bargaining Unit, the Employer will notify the Union as far in advance as possible and negotiate such impact prior to implementation. The Employer will furnish the Union with the number of positions affected, the projected date of the action, and the reasons for the action. The Civilian Personnel Flight will keep the Union informed regarding the outcome of the RIF, to include the number of employees affected and the type of action anticipated.

Section 2. The Employer will make every effort to minimize the impact of realignment, RIF, and furlough on the workforce. Efforts may include reassigning employees and freezing appropriate vacancies as far in advance as possible before the effective date of any actions. Qualifications may be waived, as determined by the Employer, in appropriate cases (i.e., when the employee has an occupational skill related to the vacant position or the basic aptitude for successful performance in the job).

Section 3. Employees affected by a realignment or RIF, will be provided written notice at least sixty (60) days prior to the effective date of the action. Employees affected by furlough will receive at least thirty (30) days' advance notice except for furlough due to unforeseeable circumstances. Notices will include specific information about the action and why they were affected. The Union will be notified when letters will be delivered to employees and given the opportunity to be present.

Section 4. Employees who receive notices of separation are entitled to reasonable use of the following to locate suitable employment: telephone/DSN, reproduction equipment, e-mail, and computers. These employees shall also be entitled to

reasonable time, while otherwise in a duty status without charge to leave, to prepare job resumes and/or application forms; participate in employment interviews; and review job bulletins, announcements, etc.

Section 5. The Employer agrees the competitive area for RIF will be Joint Base McGuire Dix Lakehurst. The Employer agrees to endeavor to retain civilian fire fighters in the Flight to the extent possible; however, the Parties recognize that the Employer retains the right to assign the personnel necessary to accomplish the mission of Joint Base McGuire Dix Lakehurst.

Section 6. Actions due to realignment, RIF, or furlough will be taken through applicable Air Force, DoD, and OPM regulations (i.e., 5 CFR 351).

## **ARTICLE TWENTY-ONE**

### **CONTRACTING-OUT**

The Employer agrees to abide by 10 U.S.C. Section 2465, i.e., Prohibition on Contract for Performance of Firefighting or Security Guard Functions.

## **ARTICLE TWENTY-TWO**

### **POSITION DESCRIPTIONS**

Section 1. The Employer will exercise its classification authority in accordance with applicable law and regulation. Position descriptions are intended to identify the principal duties and responsibilities assigned to each position and the skills necessary to successfully perform on the job. Position descriptions must be sufficiently clear to provide the information necessary to assign the proper title, series, and grade to the position. The Parties recognize that position descriptions are not intended to cover all duties that the employee may be expected to perform.

Section 2. All employees in the Bargaining Unit will be furnished a copy of their position description within thirty (30) days of starting a new job. Any subsequent changes in the position description will be discussed with employees, and they will be furnished a copy of the changed position description within thirty (30) days of completion of the personnel action implementing the change (supervisors are advised that "Pen & Ink" changes to position descriptions must be processed through the CPF). The Employer will furnish the Union with a copy of position descriptions and future changes.

Section 3. Employees may bring to the attention of their supervisors, areas of work that are in conflict with their position descriptions; however, the Parties recognize that employees are still obligated to accomplish assigned work even if the position description does not specifically cover the matter. The Union will encourage employees to periodically review their position description for the job they now

occupy and to report significant changes to their supervisor. Employees and/or the Union are free to raise issues and present their views concerning the content of any current or proposed position description. However, the Parties recognize that the Employer reserves the right to submit position descriptions for classification whether or not the parties have agreed on its contents.

- Section 4. If an employee believes their position description is improperly classified, they may, after discussion with supervision, file a classification appeal either through the agency or OPM. In the process of preparing a classification appeal, classification standards and any other procedural advice will be made available to employees and their representative(s) by the CPF upon request. Employees may designate the Union or anyone else as their representative to assist in the preparation of a classification appeal unless such representation would cause an actual or potential conflict of interest. The designation of a representative must be made in writing.

## ARTICLE TWENTY-THREE

### PERFORMANCE APPRAISALS

- Section 1. The Air Force depends on a large civilian work force to accomplish its various missions. Managing this work force requires an effective program for planning, monitoring, developing, evaluating, and rewarding individual and organizational performance. Performance plans spell out the short-term (usually one [1] year) performance expectations for individuals or groups based on job requirements.
- Section 2. An employee has a right to know and understand in advance what will be expected of them with respect to the performance appraisal system. Performance standards must be sufficiently clear to communicate to the employee the criteria used to gauge their performance. Their performance will be measured against standards and not the performance of other employees. All communication with employees regarding their performance should be approached in a professional manner and should always be accomplished in private.
- Section 3. All **BUE's** will be evaluated under a performance appraisal system that will, to the maximum extent feasible, permit the accurate evaluation of job performance on the basis of objective criteria. Excluded from this requirement are employees occupying temporary positions whose appointments are not expected to exceed one hundred-twenty (120) calendar days in a consecutive twelve (12) month period. Performance appraisals form the basis for merit increases, performance awards, and promotions, and as such are very important to employees of the Unit. Moreover, poor performance can result in employees being placed on performance improvement plans, demoted, or even removed.
- Section 4. Employee performance plans should establish performance criteria based on the critical elements of the position occupied, and may be derived or extracted from official position descriptions, mission statements, organizational goals, technical

manuals/orders, and other relevant materials. Performance standards must be developed for each performance element, and they must define acceptable performance of that element. The performance plan consists of elements, which address what duties the employee must perform; and standards, which establish how the supervisor will measure how well the employee performs their duties. Employee performance plans should define major duties and responsibilities including important tasks and projects that contribute to those goals and objectives, and for which the employee will be held accountable. Supervisors should encourage employee participation in establishing performance plans.

Section 5. The Parties agree that supervisors are responsible to ensure employees are provided a written performance plan and will discuss it with them within thirty (30) calendar days after 1) assignment to their positions (either the employee or the supervisor), 2) the beginning of each appraisal period, and 3) any changes to the plan. Performance standards and elements may be changed at any time during the rating cycle. The employee must receive, annually, a written copy of their performance plan, or when changes or additions are made, before they become accountable for its execution. Before the supervisor signs the performance plan, the supervisor should ensure the employee has had the opportunity to provide feedback concerning the plan. The plan should then be forwarded to the reviewing official, who approves and signs the plan. The reviewing official has the authority to change the plan.

Section 6. Employees should never be surprised by their performance ratings; therefore, supervisors shall provide regular feedback concerning performance throughout the appraisal period. At least one progress review will take place during the appraisal period, normally in September or October. The Agency required standard form must be used to document the discussion.

a. When the supervisor identifies the need for improvement in an employee's performance, comments which suggest methods of improvement will be made in the Supervisors Employee Work Folder, on AF Form 971 Part B.

Section 7. Employees have no right to grieve the content of their performance plan or the content of their performance feedback (since the feedback session is intended to be a non-threatening, open exchange of information). If an employee disagrees with the content of their performance feedback, they have a right to submit written responses. If requested, the supervisor should acknowledge receipt by signing the employee's copy of their submissions.

Section 8. Performance appraisal ratings must be based on the employee's performance compared to the elements and standards contained in their performance plans. Upon completion of a formal performance rating, supervisors will discuss the rating with the employee, allows the employee to sign the form, and provide the employee with a copy. Employees may grieve the annual appraisal through the provisions of this agreement.

Section 9. Union representatives shall not be penalized in their rating for carrying out their labor-management representational functions under the terms of this agreement and the statute.

Section 10. Awards: The Joint Base McGuire Dix Lakehurst performance awards program will be administered IAW AFI 36-1001 fairly and equitably. An award is not an entitlement, but is meant to serve as an incentive; therefore, the Parties agree that awards are not given automatically. Employees and supervisors are encouraged to discuss what can be done to provide greater opportunities for award consideration. The determination to grant or not grant an award is that of the Employer's; therefore, the receipt or non-receipt of an award is not grievable under this Agreement.

## ARTICLE TWENTY-FOUR

### ABSENCE AND LEAVE

Section 1. Annual Leave: Annual leave is a right of the employee, and an employee will be afforded the opportunity to use earned leave, subject to mission and workload requirements. Supervisors should consider an employee's personal desires and convenience, as well as the work situation, when approving leave. It is the responsibility of the employee to properly request leave, and the responsibility of the leave-approving supervisor to approve leave, in accordance with Air Force Instruction and the following requirements:

Section 2. Employees may make an initial request for annual leave through the current leave system. When conflicts in scheduling arise between employees, the individuals concerned are encouraged to resolve the issue by mutual agreement. If the employees are unable to reach agreement the person with the most seniority will prevail.

Section 3. In order to maintain a properly staffed, effective and efficient Fire & Emergency Services Flight; and further to allow assigned personnel to fairly exercise their right to use earned leave, the following guidance is provided.

Section 4. Programmed Annual Leave is one (1) to two (2) weeks (up to six (6) continuous 24-hour shifts) selected as a vacation period prior to the start of the leave year. Selection of programmed annual leave shall be based on the employee's Service Computation Date, Leave (SCD-L). Each employee will have the opportunity to select up to one vacation period per rotation of the selection list. The rotation list will be cycled a minimum of two times, to facilitate an opportunity for all personnel to complete programmed picks.

a. All requests for programmed leave will be submitted between the 1<sup>st</sup> week of October and the 3<sup>rd</sup> December of the prior year.

b. No individual can make a vacation selection until the personnel preceding him on the seniority list makes their selection first within their designated seven (7) day time period.

c. Personnel not desiring a programmed leave will indicate in writing to the supervisor that they are accumulating their vacation **time** or requesting annual



leave days after programmed annual leave selections are completed.

d. If an individual has not selected his vacation by the allotted time, his name will go to the bottom of the list for that rotation and will select vacation time after the rotation has been completed from the dates remaining. All vacation picks will be posted in the Master Schedule.

e. Employees shall schedule leave so as not to be placed in a use or lose category, in accordance with applicable **instructions** and guidelines.

f. Programmed annual leave shall be restricted to seven (7) **BUE's** on each day distributed as follows: At stations 1 and 5, two (2) **BUE's** on each day; and at stations 2, 3 and 4 combined three (3) **BUE's** on each day.

g. At the completion of the two (2) leave picks per member, a notification will be made regarding the start of single day selections, which will normally commence within **seven** (7) days of completion of all vacation selection. Members will submit leave (single day) requests for the calendar year. Final approval for single days will be based on seniority.

Section 5. Requests for annual leave for emergency reasons will be considered on an individual basis. Employees must call their supervisors, or persons with authority to approve leave, as soon as possible but normally no later than one (1) hour prior to the work shift for approval of emergency leave. The employee must state the reason for the request and the approximate time/date the employee anticipates returning to work.

Section 6. Supervisors must advise employees of the call in or emergency leave requesting procedures applicable to the work center. This includes the person to be called, an alternate, and the proper telephone number(s) to use.

Section 7. An employee may be granted advanced annual leave which will be earned during the current leave year. Any annual leave advanced to an employee must be IAW applicable law, rule or instruction.

Section 8. Sick Leave: Sick leave is a qualified right of the employee, and may be used for absences. When incapacitated from the performance of duties:

a. By physical or mental illness, injury, pregnancy, childbirth or illness from immunization or vaccination;

b. For medical, dental, or optical examination or treatment;

c. When a member of the employee's immediate family is afflicted with a contagious disease and requires the care and attendance of the employee, or when, through exposure to contagious disease, the presence at work of the employee would endanger the health of others;

d. To participate in drug or alcohol counseling programs; or

e. To make arrangements for adoption-related activities.

f. Additional rights to use sick leave for family needs are specified in Sections 5 and 6 of this Article.

Section 9. In all cases, employees are expected to notify their leave-approving supervisor as far in advance as possible for pre-arranged sick leave uses (i.e., medical exams). For unscheduled needs, it is the responsibility of the employee who is incapacitated for duty to notify their supervisor, or leave-approving official, as soon as possible but no later than one (1) hour prior to the time the employee is scheduled to report for duty. Notification is required at the beginning of each scheduled shift unless the duration of the sick leave is approved by the supervisor in advance.

Section 10. Employees, who are on a twenty-four (24) hour work tour, taking sick leave for more than two (2) consecutive work days; and employees working other work schedules, taking sick leave for more than three (3) consecutive work days; must complete an OPM-71 and may be required to furnish satisfactory medical evidence, from their physician or health care professional, justifying their need for sick leave upon return to duty, IAW AFI 36-815. The leave-approving official may allow the employee to self-certify their absence when circumstances are such that the reasons for the absence are clear and undisputed.

Section 11. An advance of sick leave is a privilege that may be extended to an employee, IAW applicable law, rule and instruction. In cases of serious disability, illness, or injury, an employee may be advanced up to two hundred-forty (240) hours of sick leave. Advance sick leave is not considered a routine or standard procedure. All requests for advance sick leave should be discussed and reviewed with the Civilian Personnel Section prior to approval.

Section 12. Any employee who is out on sick leave for non-work related matters for an extended amount of time, and, although is unable to return to full firefighting duties, may, with the permission from their physician and the fire chief, may be placed on duty in a light/restricted capacity when it provides a benefit to the department. The determination to provide light/restricted work is solely that of the Employer and will normally be in such areas as communications, fire prevention, training or other areas, as needed.

Section 13. On the Job/(Off the Job Injuries) ????: Employees away from work for work related illness or injuries will be granted sick leave or continuation of pay IAW applicable law, rule and instruction.

Section 14. Absence Without Leave (AWOL): Is an unapproved absence or an absence for which the employee did not request or obtain approval of leave. AWOL results in no pay for the time absent. Recording an absence as AWOL is not a disciplinary action; however, failure to request leave or honor a valid denial of leave may be used as the basis for taking disciplinary/adverse action.

Section 15. Leave Without Pay (LWOP): is a temporary, non-pay status and an authorized absence from duty. LWOP may be granted in accordance with law and **instruction** upon the employee's request.

Section 16. An employee is entitled to use limited amounts of sick leave each year for general family care purposes for the following reasons and in the following amounts:

a. To attend to or give care to an eligible family member with an illness, injury, or other medical condition. A family member is defined as the employee's spouse; parents; spouse's parents; employee's and spouse's children; employee's and spouse's brothers and sisters; and any other individual related by blood or affinity whose close relationship to the employee is equivalent to a family relationship.

b. To attend to or make arrangements for the funeral of an eligible family member.

c. For the bereavement of an eligible family member.

d. IAW AFI 36-815, employees who work a **one hundred forty-four (144)** hour biweekly work schedule are authorized to use up to **seventy-two (72)** hours of sick leave each year for family-care purposes. Employees whose sick leave balances remain above **one hundred forty-four (144)** hours may use an additional **one hundred fifteen (115)** hours.

e. IAW AFI 36-815, employees who work a **one hundred twenty (120)** hour biweekly work schedule are authorized to use up to sixty (60) hours of sick leave each year for family-care purposes. Employees whose sick leave balances remain above **one hundred twenty (120)** hours may use an additional **ninety-six (96)** hours.

f. IAW AFI 36-815, employees who work a **one hundred twelve (112)** hour biweekly work schedule are authorized to use up to **fifty-six (56)** hours of sick leave each year for family-care purposes. Employees whose sick leave balances remain above **one hundred twelve (112)** hours may use an additional **ninety-one (91)** hours.

g. IAW AFI 36-815, employees who work an **eighty (80)** hour biweekly work schedule are authorized to use up to **forty (40)** hours of sick leave each year for family-care purposes. Employees whose sick leave balances remain above **eighty (80)** hours may use an additional **sixty-four (64)** hours.

Section 17. Additional sick leave may also be available to care for a family member (as defined in Section 16a of this Article) with a serious health condition. A serious health condition is defined in 5 CFR 630.1202 as an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuous treatment by a health care provider (see also Air Force Instruction for examples of a serious health condition). An eligible employee may use a total of up to twelve (12) administrative workweeks of sick leave each leave year for such purposes. If an employee has used any portion of the sick leave entitlement discussed in

Section 16, above, that amount must be subtracted from the twelve (12) week entitlement.

Section 18

Family and Medical Leave Act (FMLA): entitles employees who have completed at least twelve (12) months of service to be eligible for up to twelve (12) administrative work weeks of unpaid leave during any twelve (12) month period for the reasons listed below. Employees may substitute paid time off for LWOP under FMLA, but may not retroactively substitute paid time off for LWOP:

- a. Birth of an employee's child and care of newborn.
- b. Placement of child with the employee for foster care or adoption.
- c. Care for spouse, daughter, son, or parent (to exclude in-laws) with a serious health condition.
- d. A serious health condition of the employee (employee must be unable to perform essential job functions).

Section 19.

Administrative Leave and Excused Absences:

- a. Blood Donations: An employee who can be spared without interference to essential operations or obligations may be excused without charge to leave for the time necessary to donate blood, for recuperation following blood donation, and for necessary travel to and from the donation site. The maximum time allowed may not exceed four hours, except in unusual cases.
- b. Religious Observances: There are no official observances of religious holidays. Insofar as practicable and with advance notice, the Employer will allow employees wishing to observe religious holidays time off for that purpose and charge the absence to annual leave, previously-earned compensatory time, or LWOP. If circumstances permit, work schedules may also be rearranged to provide substituted work time, in accordance with Air Force Instruction, for this purpose.
- c. Emergency Rescue or Protective Work: An employee who can be spared without interference to essential operations or obligations may be excused to participate as a volunteer in emergency rescue or protective work during an emergency such as fire, flood, or search operations. Normally, such participation is limited to a maximum of five (5) workdays per year.
- d. All employees of the Fire and Emergency Services Flight are considered weather essential. The Employer recognizes that employees may, on occasion, be prevented from reporting for duty due to adverse weather conditions. In such instances, the Employer agrees to give due regard to the personal circumstances of an employee who, after making every reasonable effort to report for duty, was unable to do so because of the weather conditions. Determining factors for consideration in such a decision include, but are not limited to, the distance between the employee's place of residence and place of work, mode of transportation, and state-imposed restrictions.

e. Contingent upon mission requirements consideration of Administrative Leave will be considered for members of the Local Sponsored and/or sanctioned Honor Guard. It is understood that such sponsoring is positive for both the local, Fire Department and command.

Section 20. Court and Witness Leave: may be granted only to employees who are required to attend court either as a witness or for jury duty in accordance with the Air Force Instruction. Court leave is leave of absence from duty without loss of pay or charge to annual leave to perform jury duty in a federal, state, or municipal court or to serve as a witness for the United States, the District of Columbia, or state or local government. This includes absence during periods of regularly scheduled overtime as well as absence during the employee's regularly scheduled basic workweek.

Section 21. Voluntary Leave Transfer Program: As authorized by 5 CFR 630, Subpart J, employees are entitled to donate (annual leave only) and receive leave for medical emergencies. By reference, the definitions, eligibility criteria, and administrative provisions pertaining to the Voluntary Leave Transfer Program contained in 5 CFR 630, Subpart J, are incorporated into this Agreement.

## ARTICLE TWENTY-FIVE

### DISCIPLINARY AND ADVERSE ACTIONS

Section 1. The Employer and the Union agree to cooperate in an effort to minimize situations that require disciplinary actions. They agree that one of the most important means of avoiding the necessity for disciplinary actions is by encouraging supervisors and employees to recognize and fulfill their respective responsibilities. Supervisors have the responsibility to establish, communicate, and consistently enforce reasonable rules and standards; set a good example by observing laws, regulations, and policies governing their conduct; and treat employees fairly and encourage them to improve, while respecting their dignity. Employees have the responsibility to discharge their duties conscientiously; respect the administrative authority of those individuals directing their work; and observe laws, regulations, and policies governing their conduct.

Section 2. The Union agrees that it is the right and responsibility of the Employer to take disciplinary action against an employee for just cause. The Employer agrees that disciplinary actions must be consistent with applicable laws and regulations, that they must be fair, and that they should be reasonably timely. If a supervisor anticipates a substantial delay in effecting an action, they should inform the employee, or representative, of the considered action and of their decision, whenever they make one.

Section 3. In any action taken under this Article, the Employer agrees to involve the minimum number of people necessary when gathering facts, coordinating actions, and issuing notices in an effort to minimize any potential embarrassment

the employee may experience. The Employer will take all reasonable actions necessary to ensure an employee's right to privacy is protected.

Section 4. Representatives of the Employer must allow the Union to be present at any examination of a Unit employee regarding potential misconduct if the employee has a reasonable belief that they could be disciplined and the employee requests representation (see Article Three, Section 6).

Section 5. Employees have a right to be represented by an individual of their choice, subject to normal "disallowance" criteria, when responding to a proposed disciplinary/adverse action. Employees and their representatives will be authorized an appropriate amount of official duty time to prepare any responses provided the employee and representative are otherwise in a duty status and the employee and representative get authorization in advance to be away from their regular duty assignments. Upon the request of the employee, the Union may be present at any meeting between the employee and the Employer regarding the proposed disciplinary/adverse action. Conversely, employees retain the right to represent themselves. Designations of representative must be made in writing to the appropriate official.

Section 6. Employees may not grieve or appeal a notice of proposed action or a notice that initiation of action is being contemplated. However, employees may contest final decisions that have gone into effect by filing a timely grievance or appeal. Letters of counseling, and/or leave restrictions are not disciplinary actions and will not be placed in the employee's official personnel file; however, such documents will be maintained in the Supervisor's Employee Work Folder.

Section 7. Records of Oral Admonishments and Reprimands will not be placed in the employee's official personnel file; however, such documents will be maintained the **SEWF**. Oral admonishments and reprimands are grievable under the provisions of this agreement.

Section 8. The Employer may elect to utilize Alternative Discipline in appropriate cases. Alternative Discipline (AD) is a form of alternative dispute resolution that can be used effectively to resolve, reduce, or even eliminate workplace disputes stemming from a situation where disciplinary action is appropriate. This alternative offers a more positive and less punitive tone to discipline, accelerates the healing process between the employee and supervisor, and rehabilitates employees for future Government service. The decision to use AD will only be made after appropriate due-process rights have been afforded the employee and is at the sole discretion of the Employer. Before the Employer considers AD, the employee must acknowledge their wrongdoing and promise to modify their behavior. The employee must also waive any grievance or appeal rights. If used, AD decisions must contain the following information:

- a. A description of the offense;
- b. An identification of the traditional discipline being replaced;

- c. Reference to the employee's acknowledgment of wrongdoing and promise to modify behavior;
- d. Notice of the possible penalty for any subsequent offense;
- e. A waiver of any appeal and/or grievance rights;
- f. A statement that the AD is voluntarily entered into by the parties involved;
- g. Signatures of the employee, supervisor, and representative (if appropriate).

Section 9. Adverse Actions: Adverse actions covered by this article are removals, suspensions of more than fourteen (14) days, furloughs of thirty (30) days or less and reduction in pay or grade as defined by 5 U.S.C. 7512. Adverse actions shall be initiated and effected IAW the provisions of this Agreement, applicable laws, rules or instructions. Actions under this article may be grieved or appealed utilizing the procedures of the Negotiated Grievance Procedure or to the Merit Systems Protection Board (MSPB) but not both.

Section 10. Prior to initiating adverse actions, the following procedures normally will be followed.

- a. A preliminary investigation or inquiry will be made to determine the facts. Part of this preliminary investigation may include a discussion with the affected employee.
- b. The employee will be notified of the time of the discussion, and if the employee is advised that adverse action is being contemplated, the employee may have a Union representative present if he/she so requests.
- c. On conclusion of the discussion and on review of the information developed, the Employer will determine whether adverse action should be initiated. Consideration shall be given to the minimum penalty that may be reasonably expected to correct the offending employee.

Section 11. Whenever possible, the Employer will make a reasonable effort to propose the action as soon as possible after becoming aware of the incident. The employee or his designated representative will offer their written/oral reply to the deciding official within fourteen (14) calendar days.

Section 12. Nothing in this Agreement prevents an employee or his representative from recommending, in the reply to the proposed notice, a lesser penalty. If the Employer adopts the recommendation and the employee admits to wrongdoing, the adverse action may not be grieved or appealed through any administrative process (to include NGP, MSPB or any other administrative process). Further, such request must be in writing from the employee and/or the employee's representative.

Section 13. The Employer at the request of the employee or his designated representative will furnish all documents and any other supporting material, which the Employer



relied upon to support the adverse action, IAW applicable laws, rules and instructions.

Section 14. Nothing in this agreement prevents or obligates the Employer from considering a “Last Chance Agreement” (LCA). LCAs are instruments designed to permit an employee subject to an adverse action a last opportunity to demonstrate that he can be successfully rehabilitated, e.g., that his performance or conduct can be improved to the Employer’s satisfaction, and that the adverse action should not be taken. The LCAs are tailored to the special circumstances involved in each case. They allow the Employer, at its discretion, to forego or delay implementation of adverse actions in order to give the employee a last chance to demonstrate successful rehabilitation.

## ARTICLE TWENTY-SIX

### NEGOTIATED GRIEVANCE PROCEDURE

Section 1. The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances between the parties to this Agreement. The traditional grievance process, almost by design, forces people into a test of wills and authority. A dispute resolution system should open communication lines and conserve resources. Most of all, it should maintain the dignity of all involved and foster win-win results. As a matter of principle, the Parties encourage the employee and supervisor to solve problems early through frank and open dialogue.

Section 2. Prior to the initiation of a grievance, the Union and Employer encourage the voluntary use of Alternative Dispute Resolution (ADR) procedures. The Parties believe it is most beneficial to use ADR as early as possible when a dispute arises; however, nothing in this Agreement precludes the parties to a dispute from using ADR at any stage of the grievance procedure. To assist in resolving a dispute, ADR may consist of the use of a neutral third party to focus on problem-solving techniques to reach resolution of issues, alternative approaches to discipline, fact finders, or any other approach appropriate for the issue and acceptable to the Parties.

a. If the employee and supervisor choose a third-party neutral as their ADR approach, they will meet, through their representatives, and select a mutually acceptable third-party neutral from available resources.

b. The third-party neutral has no authority to impose a settlement, but will assist the employee and supervisor in resolving their disputes and record an agreement if consensus is reached (all agreements must be reduced to writing and reviewed for compliance with law, regulation, and this Agreement).

c. Discussions with the third-party neutral must remain confidential.

d. The Parties agree to pursue joint ADR training as necessary.



Section 3. This article shall constitute the sole and exclusive procedure available to the Employer, Union, and employees of the bargaining unit for the resolution of grievances.

a. Employee(s) Grievances: A grievance by a bargaining unit employee(s) is a request for personal relief in any matter of concern or dissatisfaction, subject to control of the Employer,

b. Union or Employer Grievances: A grievance by the Union or Employer is a request for relief over the interpretation and application of agreements, practices, policies, or any claimed violation, misinterpretation, or misapplication of any law, rule or regulation, affecting conditions of employment.

c. A grievance means any complaint:

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

e. By any employee, the Union, or the Employer concerning

(1) The effect or interpretation or claim of breach of this Agreement; or

(2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or instruction affecting conditions of employment.

Section 4. Union representatives shall make every effort within the scope of their preparation time to determine that grievances have substance in fact.

a. The parties are obligated to resolve problems and grievances filed under this Article promptly and as close to the source as possible.

b. A BUE or group of employees shall have the right to present and process a grievance under this procedure on his/her own behalf (self-representation) or be represented by the Union.

c. Management will not conduct any formal grievance hearing, meeting or discussion with the grievant(s) without giving the Union the right to be present.

d. This agreement does not preclude any employee from exercising appellate rights established by law, rule or instruction on any matter that is not grievable under this Negotiated Grievance Procedure (NGP).

Section 5. With respect to the items listed below, an employee may either file a grievance through this NGP or file an appeal through a statutory procedure, but not both:

a. Reduction in grade or removal of employee for unacceptable performance

b. Suspensions for more than fourteen (14) days

c. Reduction in grade

- d. Reduction in pay
- e. Furlough for **thirty (30)** days or less
- f. Removal
- g. With respect to any matter which can be appropriately *filed* as a negotiated grievance under this article or an unfair labor practice under 7 USC 7116, the moving party may choose either process but not both.

Section 6. Matters excluded from the Negotiated Grievance Procedure outlined above are:

- a. Any claimed violation relating to prohibited political activities.
- b. Retirement, life insurance, or health insurance.
- c. A suspension or removal for National Security reasons.
- d. Any examination, certification, or appointment.
- e. The classification of any position that does not result in the reduction in grade or pay of an employee.
- f. Separation of a temporary or term employee.
- g. Separation of a probationary employee for failure to complete a probationary period,
- h. Matters alleging an element of discrimination (EO)

(1) Matters alleging an element of discrimination will be referred to the EO office.

Section 7. Union representatives shall make every effort within the scope of their preparation time to determine that grievances have substance in fact. An employee or group of employees, of the Bargaining Unit, may file a grievance with or without Union representation.

- a. The parties are obligated to resolve problems and grievances filed under this Article promptly and at the lowest possible supervisor.
- b. Any employee who elects to file a grievance without Union representation must follow the procedures outlined in this Article. Additionally, in accordance with 5 USC 7114 and Article Four of this Agreement, the Union must be afforded the opportunity to be present at any formal meeting in which a grievance discussion is scheduled. The Union's role in such circumstances is to present its views on any recommended adjustments and to ensure adjustments are consistent with the meaning and intent of this Agreement.

c. If an employee wishes to be represented by a party other than the Union, they may do so only with the express, written consent of the Union. No other representation will be authorized for processing grievances under this procedure.

Section 8. An employee will be afforded a reasonable amount of official time (normally up to three [3] hours) for the purpose of consulting with the Union and preparing their grievance, if otherwise in a duty status and workload permitting. Employees must notify their immediate supervisor and obtain their approval for this time prior to leaving the work area. An employee will be extended official time to present their grievances so long as they are otherwise in a duty status, subject to workload demands.

Section 9. The initiator of a grievance may terminate it by written notification to the other Party. Failure of the initiating Party to comply with time limits or to proceed with prosecution of the grievance authorizes the responding Party to cancel the grievance. Failure to render a decision within the stated time limits authorizes the initiator to advance the grievance to the next step. Time limits may be extended by mutual agreement of the Parties. The Union may pursue a grievance in its own name at the step it was dropped by the grievant.

Section 10. Except in the case of disciplinary actions, an identical grievance by two or more employees will be considered as a single grievance. A decision on such grievances applies to all employees in the group and each is given a copy of the decision. An employee may withdraw from a group grievance, in writing, any time before a decision is rendered; however, they may not then initiate the same or a substantially similar grievance.

Section 11. The Employer shall provide copies of the pertinent and relevant records and evidence consistent with 5 USC 7114(b)(4) when requested by the employee or their representative and when they are entitled to the information to complete the processing of the case (see Article Eight, Section 1). At each step, either Party may offer documentary evidence in support of their claim(s).

Section 12. Employee Grievances: All grievances must be filed within fourteen (14) calendar days of the occurrence of the event or the date that the grievant became aware of the event that gives rise to the grievance. Time limits may be waived or extended by mutual agreement of the Parties.

a. Grievances shall be submitted in writing and shall contain as a minimum the date of the grievance; the names and signatures of the grievant(s) and representative(s) (if a representative is designated); the date and time of the incident and a description of the events that gave rise to the grievance; the Article and Section of this Agreement, or the law, rule or instruction that is alleged to have been violated; and a description of the requested remedy that is personal to the grievant(s). It is the intent of the Parties to include all relevant information and supporting documentation that is known at Step 1 of the NGP.

Step 1. An employee of the unit desiring to file a grievance must submit the grievance in writing within fourteen (14) calendar days after the occurrence of the incident or reasonable knowledge of the incident

(whichever occurs first). Initial presentation will be made to the employee's immediate supervisor. The grievant and/or the Union representative may meet with the immediate supervisor and/or designee (whichever is appropriate) to discuss and attempt to resolve the grievance. A written Step 1 reply will be given by management to the grievant or the grievant's Union representative within fourteen (14) days of the date the grievance was received. Upon request the Union will be provided a copy of management's response at each step of the grievance procedure.

Step 2. Should Step 1 fail to resolve the grievance to the satisfaction of the grievant it will be filed with the Fire Chief within fourteen (14) calendar days from the date of the Step 1 decision or the expiration of the Step 1 (fourteen (14) calendar days) response period, whichever occurs first. Additional issues or remedies may not be raised at this step. A written Step 2 decision from the Fire Chief or his designee will be made within fourteen (14) calendar days of the initial receipt of the Step 2 grievance. The parties should attempt to identify any known issues regarding grievability or arbitrability at this time.

Step 3. Should Step 2 fail to resolve the grievance to the satisfaction of the grievant it will be filed with the Base Civil Engineer within fourteen (14) calendar days from the date of the Step 2 decision or the expiration of the Step 2 (fourteen (14) calendar days) response period, whichever occurs first. Additional issues or remedies may not be raised at this step. A written Step 3 decision from the Base Civil Engineer or his designee will be made within fourteen (14) calendar days of the initial receipt of the Step 3 grievance.

Step 4. Should the final decision at Step 2 not be a satisfactory resolution to the grievance, the Union may refer the matter to Arbitration IAW the **Arbitration Article** in this agreement.

Section 13. Union/Employer Grievance Procedure: Grievances between the Union and the Employer shall be processed in the following manner:

a. Union Grievances: the Union may initiate a grievance by submitting it in writing to the Fire Chief, Attention Labor Relations Officer, within fourteen (14) calendar days after the occurrence of the incident or reasonable knowledge of the incident (whichever occurs first). The Union President or his designee may meet with the Fire Chief or designee to discuss and attempt to resolve the grievance. The Fire Chief or designee will render a written decision within fourteen (14) calendar days after receipt of the Union grievance. If the decision is unacceptable, the matter may be submitted to arbitration IAW the **Arbitration Article** in this agreement.

b. Employer Grievances: The Employer may initiate a grievance by submitting it in writing to the Union President, within fourteen (14) calendar days after the receipt of the notice of action, occurrence of the incident or reasonable knowledge of the incident (whichever occurs first). The Representative of the

Employer and the Union President or designee may meet to discuss and attempt to resolve the grievance. The Union President or designee will render a written decision within fourteen (14) calendar days after receipt of the Union grievance. If the decision is unacceptable, the matter may be submitted to arbitration IAW the Arbitration **Article** in this agreement.

Section 13. If the employee(s), the Union or the Employer fails to elevate a grievance within the time limits prescribed within these procedures, the grievance will be considered terminated. However, time limits may be extended by mutual agreement provided that a request for extension is presented prior to the end of the prescribed time limit.

Section 14. In the event either Party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. All disputes of grievability or arbitrability will be referred to arbitration as a threshold issue in the related grievance.

Section 15. As a matter of concern between the Union and the BUE's, it is understood that nothing in this agreement shall be interpreted as to require the Union to represent a unit employee in processing a grievance, or to continue to represent him/her if the Union considers the grievance to be invalid or without merit.

## ARTICLE TWENTY-SEVEN

### ARBITRATION

Section 1. If the Employer and the Union fail to settle any grievance processed under the Negotiated Grievance Procedure, such grievance, upon written notice by either Party within fourteen (14) calendar days after issuance of the final decision or exhaustion of time limits for answering, may be submitted to arbitration. Any decision rendered on a grievance that is not referred to arbitration within fourteen (14) calendar days is final. Arbitration may be initiated only by the Union or the Employer.

Section 2. Within seven (7) calendar days from the date of the respondent's receipt of a valid arbitration notice, the charging party shall request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) impartial persons qualified to act as arbitrators. The costs associated with requesting a list of arbitrators from FMCS will be borne by the charging party. If the charging party is not satisfied with the list of arbitrators, then the charging party may reject the list and request another list from FMCS. The costs associated with providing an additional list will be borne by the charging party. The request for an additional list *can* be invoked only one time by the Initiating party unless mutually agreed upon by the parties.

a. Once the list is accepted by the charging party, the Parties shall meet within seven (7) calendar days after receipt of such list, to select an arbitrator. If they cannot agree upon one of the listed persons, the Employer and the Union will

each strike one arbitrator's name from the list of seven (7) and shall repeat this procedure. When only one (1) name is left he/she shall be the duly selected arbitrator. Initial striking, or order of selection, will be determined by chance (i.e. a coin flip with the winner receiving the right to determine the selection order). The selected arbitrator will be notified by the initiating party, and a date for arbitration established within sixty (60) days of selection unless the parties mutually agree to extend this time limit. The Parties acknowledge that efforts to settle the grievance should be ongoing throughout this selection process.

Section 3. The FMCS shall be empowered to make a direct designation of an arbitrator to hear the case in the event either Party refuses to participate in the selection of the arbitrator.

Section 4. Any dispute as to grievability or arbitrability shall be determined by the arbitrator selected to decide the original grievance or dispute submitted for arbitration under this Article. If the arbitrator determines that there is a reasonable basis that the issue is arbitrable, he will hear the merits of the underlying grievance and decide the issues together.

Section 5. Once the arbitrator is selected and has accepted the case, the Parties will meet within fourteen (14) calendar days to define the issue(s) that the arbitrator will hear, including any threshold issues (all known disputes of grievability or arbitrability). The Parties agree that the issue(s) to be arbitrated shall be limited to the issue(s) presented during the grievance procedure, except the Parties would not be precluded from introducing background material. If the Parties fail to agree on a joint submission of the issue(s) for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue(s) to be heard. Again, it is understood that the Parties will continue to attempt to settle the issue(s).

Section 6. If the Parties are unable to reach an agreement on any threshold issues, that is, whether or not the grievance is subject to arbitration under this Agreement, the threshold question shall be the first submitted to the arbitrator. In the case of the initial decision by the arbitrator that upholds the threshold issue prior to the arbitration hearing fees will then be borne by the losing party.

Section 7. At least fourteen (14) calendar days before the opening of the arbitration hearing, the Parties shall exchange lists of witnesses whom they expect to have testify and continue discuss settlement opportunities. The Parties shall provide the arbitrator with a copy of the list as soon as possible after they exchange lists. The lists shall contain a summary statement concerning the proposed testimony of each proposed witness. If a Party submits any information or documents to the arbitrator, that Party must serve the opposing Party with those submissions.

Section 8. The arbitrator's fee and all expenses (per diem, travel and hearing transcripts when such transcripts are mutually agree to) shall be borne equally between the Employer and the Union. Any cancellation fees of an arbitrator shall be paid by the cancelling party unless otherwise agree to by the Parties.

Section 9. The arbitrator shall not change, modify, or add to the provisions of this Agreement, as the right to do so is the prerogative of the Parties only. Furthermore, the arbitrator shall not change, modify, alter, delete, or add to the provisions of any law, rule, and **instruction** affecting conditions of employment.

Section 10. Post-hearing briefs may be submitted to the arbitrator at the election of either Party, if the arbitrator chooses to accept them. The arbitrator is expected to render a written decision to both the Employer and the Union no later than thirty (30) calendar days after completion of the hearing. Arbitration hearings will be held, in a mutually agreeable location during the regular day shift hours of the basic workweek. The Employer will make necessary changes in work schedules for the grievant and witnesses to be in a duty status providing it does not adversely affect the mission. Overtime will not be authorized.

Section 11. The arbitrator's award shall be binding on the Parties. However, either Party may file exceptions to an award with the Federal Labor Relations Authority under appropriate regulations. Any dispute over the interpretation of an arbitrator's award shall be returned to the arbitrator for clarification.

## ARTICLE TWENTY-EIGHT

### UNFAIR LABOR PRACTICES

Section 1. Both the Employer and the Union will refrain from such acts that constitute an Unfair Labor Practices as defined in 5 U.S.C. 7116.

Section 2. Upon determination that either party believes a violation of 5 U.S.C. Chapter 71 has occurred, a charge may be filed with the Federal Labor Relations Authority (FLRA). The charging party will simultaneously provide a copy of the charge to the Fire Chief, the 87<sup>th</sup> Air Base Wing Commander or the IAFF Local President as appropriate.

Section 3. At any time after the filing of a charge with the FLRA the Parties may meet and discuss a resolution to such charges **and** are encouraged to do so.

## ARTICLE TWENTY-NINE

### MISCELLANEOUS PROVISIONS

Section 1. Unit Climate Assessments (UCA) and other agency surveys: The Employer may conduct UCA, to include surveys and interviews of employees, without specific coordination with the Union provided participation is voluntary on the employee's part.



## ARTICLE THIRTY

### DURATION/TION/AMENDMENTS/RE-OPENERS

- Section 1. The date of execution shall be the date this Agreement is signed by the Parties. This Agreement shall become effective on the date it is approved by the Department of Defense (DoD), in accordance with 5 USC 7114(c). This Agreement will remain in full force and effect for not less than three (3) years from the date of approval by DoD.
- Section 2. After the initial three (3) years, either Party may re-open negotiations by presenting a written request to the other Party during the re-opener period. The re-opener period will be in effect not more than one hundred-five (105) days and not less than sixty (60) days prior to the three-year anniversary of the effective date. This Agreement will remain in full force and effect during the negotiation of any subsequent agreement and until such time as a new agreement is effective. In the event that neither Party gives written notice within the above time limits, this Agreement shall be automatically renewed for another three (3) years and will continue to renew itself every three (3) years thereafter.
- Section 3. A limited re-opener may be exercised by either Party at the eighteen (18) month point by providing the other Party with written notice not more than thirty (30) days prior to or not more than fifteen (15) days after the eighteen (18) month anniversary date. A request to re-open under this Section must identify the Articles to be opened and include a statement of interests and/or specific proposals. This limited re-opener authorizes each Party to open up to two (2) Articles each. Additional Articles may be opened by mutual agreement. This Article may not be re-opened under this Section.
- Section 4. Any supplemental agreements or amendments to this Agreement entered into by the Parties shall become a part of and shall terminate at the same time as this Agreement unless otherwise expressly agreed to in writing by the Parties.
- Section 5. Amendments to this Agreement may be required due to subsequent changes in applicable **government wide laws or instructions** of appropriate authority. The Employer will notify the Union after receipt of notice of required change. The Union may request negotiations concerning the amendment(s), in accordance with the provisions of this Agreement.
- Section 6. The Employer will provide the Union a signed electronic copy of this Agreement for its use as soon as possible after receipt of approval by DoD. The Parties are individually responsible for printing and publishing copies of this Agreement that are necessary for distribution to their respective constituents and for their internal purposes.
- Section 7. No exceptions to law, rule, or **instruction** are intended or included in this Agreement.



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