

LOCAL SUPPLEMENT
AGREEMENT

BETWEEN

66 AIR BASE GROUP COMMANDER,
HANSCOM AIR FORCE BASE,
MASSACHUSETTS

AND

THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS
(AFL-CIO)
LOCAL F-78

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ARTICLE 1

SCOPE AND COVERAGE

SECTION 1: AUTHORIZATION

This supplemental agreement is executed pursuant to authorizations in Article 2 and Article 30 of the 2008 Command Labor Agreement (CLA) between the Air Force Materiel Command (AFMC) and the International Association of Fire Fighters. AFL-CIO (IAFF). The following articles constitute the local supplement agreement (LSA), between 66 Air Base Group, hereinafter referred to as the "Employer" and IAFF Local F-78, and hereinafter referred to as the Union. In the negotiating of this LSA, the parties have full opportunity to raise any and all appropriate issues. The articles of this agreement are comprehensive and represent the sum of the supplemental terms and provisions which the parties agree to abide by for its duration.

SECTION 2: PURPOSE

The purpose of this Supplemental Agreement is to provide an orderly process by which employees in the unit may participate through the International Association of Fire Fighters (IAFF) formulation and/or implementation of personnel policies and practices affecting them, or other matters affecting their working conditions in a manner that enhances the efficiency of Hanscom AFB Fire Department operations. It is mutually understood that this LSA has been negotiated in accordance with the provisions of the CLA between AFMC and IAFF, and all its provisions incorporated herein shall be used in conjunction with this LSA. Where any Air Force Instructions, regulations, or policies are in conflict, or inconsistent with this agreement, they will be handled in accordance with Article 2 and Article 30 of the Command Labor Agreement (Oct 2008).

The parties to this LSA have mutually agreed that General Operating Instructions (GOI's), Memorandum of Agreements (MOA's), and other such guidance not mentioned within this supplemental agreement will remain in full force and effect and not be changed without satisfying appropriate bargaining obligations. Furthermore, the parties affirm that all such guidance must not conflict with appropriate laws, rules, regulation, or the Command Labor Agreement."

ARTICLE 2
RIGHTS AND RESPONSIBILITIES

SECTION 1:

The point of contact between the Union and the Employer for the purpose of negotiations or matters concerning Labor/Management issues that cannot be resolved at the lowest level will be as follows:

For the Union: The Employer's Labor Relations designee. If the designee is not available, then contact the Civilian Personnel Officer.

For the Employer: The Union President or designee.

SECTION 2:

EMERGENCY NOTIFICATIONS: The parties to this LSA have mutually agreed to address this subject through a General Operating Instruction. The applicable GOI is not a part of this LSA but the parties recognize that the procedures established in any GOI will remain in place and not be changed without satisfying any appropriate bargaining obligations. The parties affirm that all GOIs must not conflict with appropriate laws, rules and regulations as well as the Command Labor Agreement

ARTICLE 3
USE OF OFFICE SPACE AND EQUIPMENT

SECTION 1:

The Employer agrees to maintain the practice of providing office space and equipment to the Union. Change in current space will be negotiated in accordance with 5 U.S.C. Chapter 71. Union equipment will include, but is not limited to a computer system IAW AFI 33-129, applicable software and hardware, two filing cabinets, up to date equipment and furnishings provided to the deputy chief. These items will be updated as his/her equipment and furnishings are updated or as needed.

SECTION 2:

The Employer agrees to maintain the practice of providing a separate bulletin board to the Union located in the main station, and to provide the Union access to the copier and all Fire Department master regulations.

SECTION 3:

The Union office is off limits during duty hours, unless the shift is on standby time, without prior supervisor approval or notification.

ARTICLE 4
ALTERNATIVE DISPUTE RESOLUTION

The parties agree that ADR may be an effective method of resolving dispute efficiently and economically by using the Hanscom AFB ADR plan or a mutually agreed to objective third party to help the parties gain mutually acceptable grievance resolutions.

- (1) The parties agree that the ADR process is not a substitute for the contractual grievance procedure.
- (2) All matters subjected to the negotiated grievance procedure are not precluded from the ADR process.
- (3) The ADR process will be convenient to accommodate the appropriate on duty status of the disputing parties, witnesses and their representatives of their choosing. The ADR session will not take the format of a formal hearing.
- (4) Contractual time limits shall be suspended to permit the parties the use of the ADR process. If the ADR process fail to resolve the dispute, the complaint will have (7) calendar days from the conclusion of the ADR process to pursue formal resolution through the negotiated grievances procedure.
- (5) Proceedings before the ADR neutral will be informal. Rules of evidence will not apply; no record of the meeting will be made by either party.
- (6) The parties may present a brief statement to the mediator stating the facts and issues supporting their concerns at the beginning of the mediation conference.
- (7) While the mediator will have no authority to impose a resolution of the grievance, either or both parties may request that the ADR neutral or mediator suggest a resolution or offer a recommendation to the parties. The ADR neutral will have the authority to meet separately with both parties. The ADR neutral may not become a party to any subsequent proceeding should ADR fail, IAW all rules, laws and regulations.

- (8) Any and all materials presented to the ADR neutral will be returned to the party presenting the materials at the termination of the ADR session.
- (9) ADR sessions will normally occur within thirty (30) calendar days of a request at a location which is agreeable to the parties and the ADR neutral.
- (10) The Employer agrees that they will bear the cost associated with bringing the Mediator/Neutralizer to facilitate the dispute process.

ARTICLE 5
HOURS OF WORK

SECTION 1: TOUR OF DUTY

In accordance with Command Labor Agreement Article 11 the Tour of Duty for bargaining unit employees is established as described below.

A. Operations section: the normal pattern of duty is a seven group system with each group alternating hours of duty (48 on, 72 off, 48 on, 48 off, 48 on 72 off). Three of the seven groups will be assigned each 24 hour period. The 24 hour period will be 0730 to 0730 consisting of eight hours of work and sixteen hours of standby time. For the purpose of this agreement actual work and standby status are defined as follows:

1. For the purpose of this agreement, employees are performing work when required to stand at roll call, inspecting and maintaining fire apparatus, fire suppression devices located throughout the activity, inspecting buildings and area, giving and receiving training, being present at standbys where the danger of fire or other related emergencies may be present, preparing and maintaining reports and suppressing fires and conducting operations connected therewith, housekeeping, physical fitness, preparing for inspections, monitoring the work of others and performing job related duties assigned by the Employer. The Union recognizes that the actual work described above and an assignment to apparatus/equipment is a management right pursuant to the CLA, Article 4. The Employer agrees that assignment to apparatus/equipment shall be in accordance with applicable laws, rules, and regulations. The Employer agrees that the daily duty roster will be posted on the bulletin board 5 days prior to the beginning of each shift; the supervisor scheduled for that shift will be responsible for posting the duty roster.

2. For the purpose of this agreement, an employee is in “standby” status only at times when he/she is not required to perform actual work as described in Section A. 1 and is free to eat, sleep, read, listen to radio, or engage in other similar pursuits. The Employer agrees to discourage scheduling actual work and/or make work during standby. The Union recognizes the Employer may have to require work during standby time to support the mission. If the Employer determines it is necessary to work during standby time, the work will be performed as expeditiously as possible. The Employer agrees to maintain the current practice of modifying the normal duty hours if actual work is required during standby time and known of in advance.

B. Prevention section: Bargaining Unit Employees assigned to this section will work a 60 hour work week consisting of four nine hour days and one twenty-four hour shift.

1. Bargaining unit employees assigned to Prevention will work Monday through Friday 0700-1645, one of these days will be assigned as their twenty-four hour overnight shift, where the employee will be governed by paragraph A.1 and A.2 above.
2. Bargaining unit employees assigned to Prevention will be authorized at least 45 minutes per day for lunch and are encouraged to participate in a physical fitness program, at least three times a week.

C. Dispatch section: Bargaining unit employees assigned to dispatch will work an eighty-four hour pay period, consisting of seven twelve hour shifts, the shifts will be divided into “days” and “mids.”

1. Shift Schedule- (3 on, 1 off, 3 on, 3 off, 1 on, 3 off)
 - a. Days: 0600-1800
 - b. Mids: 1800-0600
2. Bargaining unit employees assigned to dispatch will be authorized a twenty minute paid lunch, and two fifteen minute breaks per shift, and are encouraged to participate in a physical fitness program, at least three times a week.

3. Bargaining unit employees will rotate on a monthly basis between “days” and “mids” to ensure the 10.5 hour differential pay is distributed fairly and equitably amongst bargaining unit employees, unless bargaining unit employees have agreed in writing to maintain an assigned shift.

SECTION 2: CHANGES TO THE ESTABLISHED WORK SCHEDULES

- A. The Employer retains the right to change groups, dispatch shifts, and/or sixty hour work week overnight, to transfer and/or reassign bargaining unit employees to meet mission requirements. If it becomes necessary to adjust groups, shift, or overnights and/or transfer employee(s) the Employer will:
 1. Identify department needs based on:
 - a. Position to be filled
 - b. Certification requirements
 2. Post and solicit volunteers
 - a. A posting will be placed on department bulletin board not normally less than 14 days.
 - b. Interested employees will submit a letter of interest to their supervisor in writing.
 3. Service Computation Date of the interested employees that meet the Departments identified needs will be used in selecting the bargaining unit employee for transfer and/or reassignment.
 4. If no bargaining unit employee submits a letter of interest or the interested employee(s) do not meet the Departments identified needs, the Employer will select the bargaining unit employee for transfer and/or reassignment by inverse Service Computation Date of all bargaining unit employees that meet the Department identified needs.
- B. The Employer agrees to notify bargaining unit employees of change in group, shift, or overnight at least fourteen days in advance, unless mission requirements dictate otherwise.

SECTION 3: EMPLOYEES REQUEST FOR TRANSFER

- A. The employer agrees to accept request from employees for lateral transfers within the Fire Department.
- B. A bargaining unit employee desiring to transfer may submit a written request to the Fire Chief via the appropriate chain of command.
- C. Two bargaining unit employees of equal grade and qualifications may submit a written request to transfer groups, shifts, or overnights to the Fire Chief via the appropriate chain of command.

SECTION 4: TRADING TIME

- A. The Employer agrees to maintain the practice of trading time between bargaining unit employees to substitute for one another on regularly scheduled tours of duty, or part thereof, in order to permit an employee to be absent from work to attend to purely personal pursuits provided there in no effect on hours, disruption to operations, and that the following conditions are met.
 - 1. Trade time is done solely at the bargaining unit employee's options, and the approval of the employer.
 - 2. Trade time will be between employees working in the same capacity.
 - 3. All trade time must be paid back within the pay period.
 - 4. Bargaining unit employees who wish to trade time must submit an AFMC Form 192 to the appropriate supervisor at least one day prior to the first day of the trade. The Employer may consider untimely request submitted as a result of circumstances beyond the requesting employees' control. The supervisor will approve/disapprove the request and maintain a record of all time traded. Disapproval, with justification thereof will be provided in writing upon request of the bargaining unit employees.
 - 5. Trade time must not result in any change to the compensation of either employee.

SECTION 5: EARLY RELIEF

- A. The Employer agrees to the practice of early relief wherein an employee may voluntarily relieve another employee on the previous tour of duty prior to the ending time. This practice will not affect the compensation of either employee during the pay period or disrupt operations. The following subparagraphs control this practice.
1. Employees reporting in on early relief will be required to report to the on duty supervisor with the employee being relieved so entries can be made in the ACES log book and the completions of AFMC form 192.
 2. Early relief is limited to one hour or less.
 3. Bargaining unit employees assigned to Operations, Dispatch, or Prevention may utilize the practices of Trade Time and/or Early Relief

ARTICLE 6
STATION UNIFORMS

SECTION 1: UNIFORM ALLOWANCE

The uniform clothing allowance will be paid annually. Effective 1 October of each fiscal year the submittal process will begin.

SECTION 2: UNIFORM

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ARTICLE 7
OVERTIME

SECTION 1: PURPOSE

The Employer and the Union recognize the importance of maintaining adequate fire protection and that, from time to time, bargaining unit employees will be required to work overtime.

Assignments to overtime will be distributed as equitably as practicable among bargaining unit employees that are in the job series who have the current requisite skills necessary to perform the task for which the overtime is required. All bargaining unit personnel will be included on one list.

SECTION 2: PROCEDURE

- A. When overtime requirement have been established, the Employer will attempt to fill all overtime requests by seeking volunteers, as early as possible, utilizing the overtime priority list (in descending order). If there are no volunteers, the Employer will assign the overtime to the first eligible candidate on the overtime priority list. The employee obtained for 12 hours or more of overtime will be move to the bottom of the list. Mandatory selected personnel performing less than 12 hours have the option to select movement on list.
- B. The Employer may, upon request, relieve an employee from overtime assignment where such assignment would result in an unreasonable hardship or inconvenience to the affected employee.
- C. Bargaining unit employees starting their approved scheduled leave will not normally be required to work overtime.
- D. The Employer will not mandate an operations employee to work more than 48 hours of overtime in a 144-hour pay period and/or 72 hours straight unless warranted by an unforeseen major emergency.

- E. The Employer will not mandate a Dispatch employee to work more than 32 hours of overtime in an 84 hour pay period and/or 16 hours straight, unless warranted by an unforeseen major emergency.
- F. The Employer will not mandate a Prevention employee to work more than 48 hours of overtime in a 120 hour pay period and/or 57 hours straight, unless warranted by an unforeseen major emergency.

ARTICLE 8
LEAVE

The parties to this LSA have mutually agreed to address this subject through a General Operating Instruction. The applicable GOI is not a part of this LSA but the parties recognize that the procedures established in any GOI will remain in place and not be changed without satisfying any appropriate bargaining obligations. The parties affirm that all GOIs must not conflict with appropriate laws, rules and regulations as well as the Command Labor Agreement.

ARTICLE 9
HEALTH AND SAFETY

SECTION 1: COMMITTEE MEMBERS

The purpose of this committee shall be to conduct research, develop recommendations, study and review matters pertaining to occupational safety and health within the Fire Department, and serve the Fire Chief in an advisory capacity. The committee shall include the following members:

- A. Co-Chairperson(s)
 - 1. The designated Fire Department health and safety officer
 - 2. An appointed Union Representative
- B. Two appointed representatives of the Fire Department management team
- C. One Lead Firefighter
- D. One Firefighter

SECTION 2: MEETINGS

The committee shall meet at least semi-annually with minutes taken and distributed for Fire Department use.

ARTICLE 10

DURATION

SECTION 1: EFFECTIVE DATE

This LSA shall become effective on the date of approval of the parties and their higher headquarters, IAW CLA Article 30, Section 2b.

SECTION 2: REOPENERS

By request of either party, this agreement may be opened for amendment after the approval process. Negotiations of any such amendment will begin within thirty (30) work days after receipt of a request to reopen. In addition, in the event any changes to existing law, statute, or code require revision of this agreement, the Employer will meet with the Union to work out necessary changes. In any event, the request for revision by either party will be in writing and include a summary of the basis for the request. Revisions will become effective upon approval of the parties and their respective higher headquarters (not to exceed (30) work days).

SIGNATORIES

This Local Supplement Agreement between 66 Air Base Group, Hanscom Air Force Base and the International Association of Fire Fighters (AFL-CIO), Local F-78 is hereby executed on this 12 day of November 2013.

The Local Supplement Agreement between the 66th Air Base Group, Hanscom AFB MA, and the International Association of Fire Fighters (IAFF) Local F-78, initially submitted on 15 November 2013, has been approved. The date of approval is 24 February 2013.

AFMC Administrative Edits:

Article 1, Section 1, Line 4 - Should read 66th Air Base Group rather than 66 Air Base Group.

Article 5, Section 1, Part A, Subpart 1, Line 4 - "areas" not "area" - should read inspecting buildings and areas, giving and receiving.....

Article 7, Section 2, Part A, Line 1 - should read either "when AN overtime requirement HAS been established...." OR "when overtime requirementS have been established..."

Signatories, Line 1 - should read 66th Air Base Group rather than 66 Air Base Group

AFMC Comments:

Article 5, Section 5, Early Relief – We agree with the language contained in Article 5, Section 5, with the stipulation that the intent is for the employees to trade this one hour or to ensure by some other means that they work no more or less than 144 hours in a pay period.