

LOCAL SUPPLEMENT
AGREEMENT

BETWEEN

HQ AFLCMC OPERATING LOCATION
AIR FORCE PLANT 42

AND

THE INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS
(AFL-CIO)
LOCAL F-314

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ARTICLE 1
RECOGNITION AND COVERAGE

Section 1: Authority

This supplemental agreement is executed pursuant to authorization in Article 30 of the 2008 Command Labor Agreement, between the Air Force Materiel Command and the International Association of Fire Fighters, AFL-CIO (IAFF). The following articles constitute the local supplement agreement between USAF Plant 42 in Palmdale, California, hereinafter referred to as the Employer, and IAFF Local F-314 hereinafter referred to as the Union. The provisions herein are not intended to be in conflict or otherwise inconsistent with the provisions of the CLA or any governing law, rule, or regulation. In negotiating this LSA, the parties have had 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: Standard Operating Guides (SOGs)

The parties to this LSA have mutually agreed to address various subjects through Standard Operating Guidelines (SOGs). The applicable SOG is not a part of this LSA but the parties recognize that the procedures established in any SOG will remain in place and not be changed without satisfying any appropriate bargaining obligations. The parties affirm that all SOGs must not conflict with appropriate laws, rules and regulations as well as the Command Labor Agreement.

Section 3: Exclusive Representation

The Employer hereby recognizes the Union as the exclusive representative of all the bargaining unit employees (BUEs) in the Fire Department. The Union hereby recognizes the responsibility of representing the interest(s) and concern(s) of all BUEs, without discrimination

and without regard to union membership, in accordance with Section 7114(a)(1) of the Statute. The Union however, does not have the duty and/or responsibility to represent BUEs that are non-members of Union in any statutory appeal procedures. Furthermore, nothing in this LSA shall be interpreted as to require the Union to represent a BUE in processing a grievance, or to continue to represent the BUE, if the union considers the grievance to be invalid or without merit. The unit to which the LSA is applicable is composed of all eligible employees in Fire & Emergency Services (Fire Department) at AFLCMC Operating Location Air Force Plant 42 (OL AFP 42) pursuant to Article 3 of the CLA.

Section 4: Management Titles

For the purposes of this LSA, all CLA references to Base Fire Marshal shall be to Chief of Civil Engineers for HQ AFLCMC OL Air Force Plant 42 and all CLA references to Commander shall be to Director of HQ AFLCMC OL Air Force Plant 42.

ARTICLE 2

LABOR-MANAGEMENT RELATIONSHIP

Section 1: Relationship

The Parties hereby agree to continue maintaining a "Labor-Management Relationship" where the Union, the Employer and bargaining unit employees work together to create a Fire Department work force (Fire Protection and Fire Prevention Program) at Air Force Plant 42 that is highly motivated, multi-skilled, and technologically advanced to meet the ever changing needs of the Air Force. In accordance with Merit System Principles, management should treat all employees fairly and equitably in all aspects of personnel management.

Section 2: Goals

This article sets forth the terms and conditions that will allow the Parties to continue

promoting and improving the efficient administration of the Fire Department and the role it plays in the defense and protection of the United States and the well-being of all its employees. To this end, the Parties agree to establish a basic understanding relative to personnel policies, procedures, practices and all matters affecting the working conditions of the bargaining unit employees represented by the Union.

ARTICLE 3

HOURS OF WORK

Section 1: Tours of Duty

The tour of duty will be established IAW the CLA, Article 11, Section 1 as follows:

a. Fire Protection Operations Section - The normal work schedule (pattern of duty) for bargaining unit employees of the Fire Protection Section is a seven platoon/shift system working 2 days on, 3 days off, 2 days on, 3 days off, and 2 days on 2 days off per pay period, 72 hours per week. The normal work schedule for these employees shall be from 0730 to 0730 and shall consist of 8 hours of work and 16 hours of standby time and sleeping and eating time. Normally employees will transition from work status to stand-by status at 1630. On-duty personnel will remain within the immediate vicinity of their assigned duty stations at all times. Permission to leave assigned duty station must be approved by the appropriate on-duty supervisor. For the purpose of this agreement actual work and stand-by status are defined as follows:

1) For the purpose of this agreement, employees of the Fire Protection Operations Section are performing actual work when required to stand 0730 mandatory roll call for the oncoming shift, inspecting and maintaining fire apparatus and fire suppression devices located throughout the activity, inspecting buildings and areas, giving and receiving job related training, being present at live fire training and other types of

operations where the danger of fire or other related emergencies is present, preparing and maintaining reports and other times suppressing fires and conducting operations connected therewith, such as house keeping, physical fitness, preparing for and standing inspections , monitoring the work of others, and performing other job related duties assigned by the Employer.

2) The Union recognizes that the actual work described above and the crew assignments and assignment to apparatus/equipment is a management right pursuant to the CLA, Article 4, and may not be all inclusive. The Employer agrees that crew assignments and the assignment to apparatus/equipment shall be in accordance with applicable rules and regulations. The Employer agrees to make every effort to post future work schedules as far in advance as possible, with tentative schedules being posted no later than fourteen calendar days prior to next pay period; final schedules and a duty assignment chart will be posted at each station 48 hours prior to the oncoming shift. Duty assignment charts will be posted for each shift.

3) For the purpose of this agreement, an employee is in "stand-by" status only at times when he/she is not required to perform actual work as described in Article 3, Section 1a(1) herein, and is free to eat, sleep, read, listen to radio, or engage in other similar pursuits. The employer agrees to discourage scheduling actual and/or make work during the employees' stand-by/sleep period. To this end, the Parties agree that the current practice of providing down-time to bargaining unit employees at the supervisor's discretion shall continue.

4) The parties agree that weekends and holidays will normally consist of self-improvement; however it may also include any necessary training and assigned duties which are not accomplished during the workweek.

b. Fire Prevention and Training Sections - Fire prevention and training personnel will be assigned a sixty (60) hour work week consisting of four 9-hour workdays and one 24-hour shift. Fire prevention personnel will be compensated premium pay pursuant to applicable regulations.

c. Communications Section - Communication room operators will work a basic 40 hour workweek, Monday through Sunday working day shift (0630-1830), night shift (1830-0630) on a rotating or permanent schedule IAW SOG 120.

Section 2: Employer Changes to Established Work Schedules

a. The Employer retains the right to change work schedules and/or transfer (reassign) bargaining unit employees to meet mission requirements. The Employer will not change, transfer and/or reassign a bargaining unit employee solely as reprisal for union activity, for personal dislike, or out of caprice. When it is necessary to adjust work schedules and/or transfer/reassign bargaining unit employee(s), the Employer shall make every effort to satisfy these requirements through qualified volunteers. When no volunteers are available, qualifications and seniority will be the deciding factor.

b. The Employer agrees to notify bargaining unit employees of changes to work schedules, station transfers and/or fire team position reassignments as far in advance as practical, normally fourteen calendar days prior to the change.

Section 3: Trading of Scheduled Days Off

Bargaining unit employees may request to trade scheduled days off IAW SOG 134.

Section 4: Trading of Scheduled Work Days

Bargaining unit employees may request to trade scheduled work days IAW SOG 134.

Section 5: Early Relief

Bargaining unit employees may request early relief IAW SOG 129 after LSA negotiations are completed.

Section 6: Carrying Boots

If the employee must move to another station after reporting to his/her scheduled workstation, the employee may request transportation to and from the new duty assignment. This transportation will be provided in a timely manner. If necessary, employees may be required to carry boots for up to two days. Employees will be compensated for overtime for travel to and from fire stations after 0730, to return equipment to the employee's home station at the end of the shift while carrying boots.

Section 7: Temporary Fills

Temporarily filled positions will be based on utilizing personnel with the required certifications and qualifications.

ARTICLE 4

OVERTIME PROCEDURES

Assignments to overtime will be distributed as equitably as practicable among bargaining unit employees who are fully qualified, certified and able to perform the tasks for which the overtime is required, as outlined in SOG 130

ARTICLE 5

LEAVE PROCEDURES

Section 1: Annual Leave

Bargaining unit employees may request annual leave IAW CLA, Article 16, and SOG 111.

Section 2: Leave Cancellation

It is understood that unforeseen situations affecting the mission of the OL AFP 42 Fire Department could result in the cancellation or alteration of annual leave. Any such cancellation or alteration will be handled IAW SOG 111.

ARTICLE 6

OPTIONAL/ABBREVIATED UNIFORM

Section 1: Optional/Abbreviated Uniform

Bargaining unit employees in operations and communications will be allowed to wear optional/abbreviated uniforms IAW SOG 138.

Section 2: After Duty Hours

Bargaining unit employees may be allowed to wear other clothing during after duty hours IAW SOG 138.

ARTICLE 7

SAFETY COMMITTEE

The Parties agrees to establish and maintain a Fire Department Safety Committee IAW SOG 103.

ARTICLE 8

GENERAL PROVISIONS

Section 1: Visitation

Visitors shall be allowed in the Fire Stations from the hours of 1600 to 2000, Monday through Sunday, unless other arrangements have been made with the on duty ranking person at each Fire Station. Visitors will remain in the public area, the training room, or dayroom.

Section 2: Seniority

For the purpose of this agreement, the seniority provisions referenced throughout will be IAW the BUE Seniority List maintained by the Union.

Section 3: Publications

a. The Employer agrees to allow the Union access to locally published Instructions, SOGs, and Management Plans, and upon written request, other relevant and necessary data/information in order to conduct representational duties in accordance with 5 USC 7114. Most documents are available on the Government Fire electronic files.

b. DoD and Air Force Instructions and Regulations are available on line to any member of the department with a CAC card at <http://www.e-publishing.af.mil>.

Section 4: EMS Training

The Employer agrees to fully fund and support Emergency Medical Service training, and to provide recertification training to the level of EMS certification for all fire department employees, as assigned, with such training subject to budget, mission, and time constraints.

Section 5: Quality of Life

Quality of life issues, to include temperature control, water, air quality, linens, and furniture are in the best interest of both parties. The parties agree to continuously work towards creating a working/living environment that is free from hazards and promotes a good quality of life. Improvements needed to promote a good quality of life will be looked at periodically and any deficiencies will be brought to the attention of the appropriate parties by both union and management. In the interim, and to the extent available, non-exclusive working space, computer and phone will be temporarily afforded to the Union for its representational duties. The Parties agree to revisit Union office space when such space becomes available.

ARTICLE 9

UNIFORM ALLOWANCE

Section 1: Uniform Allowance

Initial uniform issue will be provided by the Fire Department. Replacement allowance will be provided on the anniversary month of the individual firefighters' employment with OL AFP 42.

Section 2: Safety Boots

Safety Boots will be issued as part of the initial uniform issue provided by the Fire Department upon hire of the employee and replaced as needed.

ARTICLE 10

DURATION

The term of this agreement shall run concurrently with the term of the 2008 CLA and terminate with the termination of the 2008 CLA in accordance with Article 30 of the 2008 CLA. Renewal/renegotiation of successor agreements shall be in accordance with Article 30 of the 2008 CLA.

NEGOTIATING TEAM

AIR FORCE PLANT 42: , HQ AFLCMC OL AFP 42 Deputy Director
, HQ AFLCMC OL AFP 42 Fire Chief Arthur Harkum, HQ
AFLCMC OL AFP 42 Deputy Fire Chief Sandy Rexroade,
412 Test Wing Labor Relations Officer

IAFF LOCAL 314: , President
, Lead Firefighter James Ross,
Lead Firefighter