

COLLECTIVE BARGAINING
AGREEMENT

Between

HEADQUARTERS,
910TH AIRLIFT WING

and

LOCAL F-154,
INTERNATIONAL
ASSOCIATION OF
FIREFIGHTERS

(Revised 9/26/13)

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PREAMBLE

The objective of the Air Force Labor Management Relations Program and of the Parties of this Agreement is to foster good employee-management cooperation, to promote and improve the efficient cost - effective administration of the mission of national defense, to establish a basic understanding relative to Personnel policies, practices, and matters affecting working conditions, and to stimulate the development of a loyal, capable, and industrious workforce.

The Congress finds that experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively and participate through labor organizations of their own choosing in decision which affects them:

- a) Safeguards the public interests;
- b) Contributes to the effective conduct of the public business;
- c) Facilitates and encourages the amicable settlement of disputes between Employee's and their employer's involving conditions of employment.

The public interest demands the highest standards of Employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of operations of the Government. Therefore, labor organizations and collective bargaining in the Civil Service are in the public interest.

The parties agree, in the spirit of Partnership, to maintain their participation in the 910 Airlift Wing Partnership Council. In addition, the parties agree to establish a CEF-IAFF Partnership Committee through a Memorandum of Understanding (MOU). The Committee will address issues unique to CEF-IAFF employees.

This agreement is, therefore, executed between the 910th Airlift Wing at Youngstown Air Reserve Station, Ohio (herein referred to as the Employer or Management) and Local F-154 International Association of Firefighters (AFL-CIO)(herein referred to as the Union), as required by Public Law 95-454.

Article 1

RECOGNITION AND OBLIGATIONS

1. The Employer recognizes the Union as the exclusive representative for all employees in the bargaining unit.
2. As the exclusive representative, the Union is entitled to act for and to negotiate agreements covering all employees in the bargaining unit. The bargaining unit consists of All Firefighters employed by the 910 Airlift Wing (AFRC), Youngstown Warren Regional Airport Vienna, Ohio.
3. The following employees are excluded from the bargaining unit and this agreement does not apply to:
 - A. Any management official or supervisor as defined in section 7103, Title 5 USC.
 - B. A confidential employee as defined in Section 7103, Title 5 USC.
 - C. Employees engaged in personnel work in other than a purely clerical capacity.
 - D. Professional employees as defined in Section 7103, Title 5 USC.
4. All rights, privileges, and working conditions enjoyed by the employer, the union, and the bargaining unit employees at the present time which are not included in this agreement, Normally shall remain in full force, unchanged and unaffected in any manner during the term of this agreement, unless changed by mutual consent of the parties.
5. It is agreed and understood that in the administration of all matters covered by this Agreement, the Employer, the Union and unit employees are governed by existing laws (including the Statute), government wide laws, rules and regulations, future laws and existing or future policies and regulations of appropriate authorities, such as Presidential Executive Orders, Comptroller General Decisions, Office of Management and Budget Issuances, Office of Personnel Management policies and regulations, Department of the Air Force policies and regulations and Station OIs.
6. Upon request, the Employer will furnish the Union a copy of existing Air Force Regulation/instructions, Base Operating Instructions and any regulation of law which involves personnel policies and/or practices and/or matters affecting working conditions of unit employees if normally maintained by the Civilian Personnel Office in the regular course of business and is reasonably available.

Article 2

MANAGEMENT RIGHTS

Management retains the right:

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

B. IAW applicable laws:

- (1) To hire, assign, direct, layoff, and retain employees, or to suspend; remove, reduce in grade or pay, or take other disciplinary action against such employees;
- (2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency 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
- (4) to take whatever actions may be necessary to carry out the agency mission during emergencies.

Article 3
EMPLOYEE RIGHTS.

Jl. The head of the Activity will take action to insure that newly assigned employees of the activity are advised of their rights under Public Law 95-454 regarding their rights to join or not to join the Union, as well as their rights regarding participation in the Union's lawful activity without interference, restraint coercion, or discrimination. Each unit employee will be protected in the exercise of these rights.

2. Employees shall have the right, without fear of penalty or reprisal, to organize or join or to refrain from joining the Union. However, an employee may not exercise the right to organize or join the Union during normal duty hours. Employees will be free from interference, restraint, coercion, or discrimination in exercising their right to organize or join the Union during non-duty hours.

3. No employee regardless of an employee organization membership or the terms of this agreement, shall be precluded from bringing matters of personal concern to the attention of appropriate management officials IAW applicable laws, directives, regulations, policies of the US Air Force, or this agreement. Normally, matters of such concern should be resolved at the lowest supervisory level possibly consistent with the nature of the problem. Any matter which the employee desires to discuss above his first level of supervision will first be discussed with each intermediate level of supervision indicating, in all cases, the reason for desiring to elevate the discussion of the matter in the supervisory chain.

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

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

Bargaining Unit Employees have the right to consult or meet with a Union Representative and to be represented in a grievance, disciplinary/adverse actions and/or any other administrative/appeal process. The employer agrees to authorize a reasonable amount of time to allow for such consultations or meetings during the employee's regular working hours.

5. An employee is accountable for the performance of the official duties and compliance with standards of conduct for Federal Employees. Within this context, the Employer affirms the rights of the employees to conduct their private lives as they see fit; provided such conduct does not bring discredit to or adversely affect the Employer, Employees may engage in outside employment of their own choosing without being required to port to the employer on such activities except as required by law and/or regulations.

Articled 4

EMPLOYER-UNION COOPERATION

1. In the spirit and cooperation of Partnership, the PARTNERS to this AGREEMENT hereby agree to establish and maintain a "Labor-Management Partnership Committee" within the Youngstown Air Reserve Station's Fire Department pursuant to Executive Order 12871. It is agreed that under the shared responsibilities of Partnership and in accordance with the CEF-IAFF Partnership Committee Memorandum of Understanding (MOU) matters appropriate for negotiations between the Union and Employer shall include personnel policies and practices, and working conditions as outlined in the Federal Service Labor-Management Relations Statute.
2. Prior to implementation, new or changed regulations from higher headquarters and other local procedures (i.e. Ols, AWIs, etc.) affecting personnel policies, practices, procedures and working conditions impacting bargaining unit employees will be offered for negotiations in accordance with the Memorandum of Understanding. If concerns are not resolved through the CEF-IAFF Partnership Committee on an issue that is not substantive, it will be presented to the 910 Wing Partnership Council for resolution before implementing. If concerns are not resolved through the Wing Partnership Council the union may exercise its right to bargain per the statute.
3. If the union proposes a matter appropriate for negotiation, the union will follow the same process as the employer; excluding implementation.
4. The CEF-IAFF Partnership MOU and agreements reached by the CEF-IAFF Partnership Committee will not conflict with this Agreement, law, executive orders, rules or regulations.
5. The CEF-IAFF Partnership Committee is a subgroup of the 910 Airlift Wing Partnership Council. The subgroup will address issues unique to the IAFF bargaining unit members and elevate issues that may affect employees outside of CEF to the Wing Partnership Council.
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 his/her designated representative for the Union and the Fire Chief and/or his/her designated representative for the Employer. If neither of these officials is available, the PARTNERS will insure that a duly authorized representative will be present and have full authority to perform such functions.

Article 5
UNION REPRESENTATION

1. The Employer agrees to recognize duly elected officers and two (2) Union Stewards duly appointed by the Union. The Union will advise the Employer, in writing and maintain on a current basis, a list of the duly elected and appointed stewards. Names of Union officers and Stewards will be posted on the official area bulletin board. Union officers/stewards will request permission from their supervisor or designee when the officers/stewards wish to leave their assigned duties to perform the duties listed in Paragraph 2 of this Article. Consultations between Union officials and employees must have the approval of both the Union official's and employee's supervisor and designee. The officer/steward will report to his/her supervisor when reporting back to assigned duties.

2. The Union agrees that its officers and stewards will guard against the use of excessive time in performing duties listed below considered appropriate by this contract. The Employer agrees that reasonable time will be granted from normal duties without charge to leave for the following duties:

- a. To be personal representative of employees in the presentation of grievances.
- b. To consult and/or negotiate with Supervisory or Management officials.
- c. To draw up requests or recommendations in connection with officially requested or approved consultations, negotiations, or meetings with supervisors or Management officials as outlined in Article 4.
- d. To assist an employee in the preparation of a grievance presented under 'provision of Article 13. This same privilege is also extended to any employee's representative, who might not be a Union representative, but who is in the unit of recognition and has been selected by the employee to represent him/her in the presentation of the grievance. The limitation will be one representative per grievance.

3. A representative of the Union will have the right to be present in any discussion of personnel management policy matters between the Employer and an employee or employees represented in the Unit. A representative of the Union will be given the right to be present when an employee in the Unit presents his/her grievance to Management. The right of the Union representative to be present during such discussions will 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 informal discussions of personal problems between an employee and supervisor or designee. It is agreed that internal Union business such as soliciting membership, collecting dues, electing officers, meetings and posting and distributing literature will be conducted during nonduty hours of the employees involved.

- 4. National representatives of the Union will be permitted to participate in meetings between the Employer and the Union and to visit the facility, when necessary, with the Employer's concurrence. When clearance is granted to visit the facility, the representative agrees to abide by safety and security regulations.

5. Union officers and stewards will notify their supervisor or designee when they wish to leave their assigned work duties to perform authorized union management activities. They will advise their supervisor or designee of the purpose of the request. If working requirements dictate that the officer/steward cannot be relieved from duty at the time of request, the supervisor will arrange a mutually agreed time that the officer/steward may attend to Union duties. Consultations between Union officials and employees must have the approval of both the Union officials' and employee's supervisor or designee.

Article-6

USE OF OFFICIAL FACILITIES

- .). The Employer-agrees to provide a 2' X 3' minimum bulletin board space within the unit for the use of the Union to post notices to its members, distributing and posting to be done during nonduty hours.
2. Any literature, bulletin, or notices distributed within the installation or posted on the bulletin boards provided by the Employer will not violate any law, the security of the activity, or contain scurrilous or libelous material. Prior approval will be obtained from the Civilian Personnel Officer or the designated CPO representative regarding the content and the specific details for posting or circulating except for notice of the Union meetings, Union election notices, and Union social events. Failure to comply with the requirements of the Article will be ground for removal of the bulletin board.
3. An officer/steward is entitled to reasonable privacy in the immediate work area of an employee with whom he/she is having discussions authorized by the terms of this agreement.
4. The Employer will continue to provide a designated, private space for the Union's use to include the following items of equipment: one desk, one class A telephone, one five drawer filing cabinet, one swivel chair, two straight chairs, one computer/printer, one bookcase, two letter baskets, one work table, and access to the CEF copier. All Air Force Regulations, Manuals, Instructions, and Pamphlets maintained in the Fire Station will be made available to Union Officers on a 24-hour basis.
5. Upon request, the Employer will furnish the Union a copy of existing DoD, USAF, YARS' instructions, and any instruction, regulation or law which involves personnel policies and/or practices and/or matters affecting working conditions of unit employees if normally maintained by the Civilian Personnel Office in the regular course of business and is reasonably available. The Employer agrees to place the Union on the distribution list to receive copies of all Notices and Instructions pertinent to Civilian Personnel and matters affecting working conditions of unit employees.
6. Union meetings may be conducted in the Fire Station. Procedures for meetings will be established through Partnership Council.
7. The Employer agrees to provide a copy of this agreement to all bargaining unit employees. A reasonable number of copies will also be furnished to the Fire Chief and the Union for their use.

Article 7

HEALTH AND SAFETY

1. The Employer agrees to provide a safe and healthful work place and environment for all employees and will comply with applicable Federal laws, regulations, and NFPA/OSHA standards relating to the safety and health of its employees. All employees are responsible for the prompt reporting of unsafe conditions to their supervisors. Employees are encouraged to report known or potential safety hazards through the USAF Hazard Report system.
2. The Employer and the Union will cooperate to prevent and/or eliminate accident and health hazards. The Employer agrees to consult/negotiate with the Union matters involving the safety and health of employees and to consider recommendations and suggestions of the union.
3. When duties involving special hazards must be performed, the employer will determine what reasonable training or indoctrination is provided to the employees involved concerning the hazards, the proper work methods, and will provide for use of Air Force authorized protective equipment IAW NFPA/OSHA standards.
4. Protective clothing, equipment and safety glasses as required by law, rule or regulation will be provided by the Employer. The type of eye protection will be determined by the Employer/Union and must meet minimum safety requirements. Employees may purchase prescription safety glasses at their own expense if they do not like the type furnished by the Employer; however, such glasses must meet the minimum safety requirements established by Air Force regulations and NFPA/OSHA standards.
5. The Employer agrees that minimum manning shall be IAW applicable laws, regulations, rules and NFPA/OSHA standards.
6. Personnel not in the fire station shall be in an emergency vehicle and/or in possession of a portable radio so as to respond to emergencies.
- 7-. The Employer and the Union recognize the responsibility of the employer to provide as safe a working environment as possible. To facilitate safe and efficient sealing of self-contained breathing apparatus, all Employees will be clean-shaven (mustaches and sideburns are allowed as long as they do not interfere with the wearing of SCBA face pieces), and will not wear any type of facial, ear, or neck jewelry. All Employees will maintain hairstyles in their natural state, which will not protrude from beneath or interfere with protective-headgear and/or flaps. The only exception is a medical alert ID as an anklet. Employees may be permitted to wear contact lenses that are pursuant to existing NFPA standards.
- 8 All vehicles used in daily operations will be examined by the operator prior to use and will not be placed in service if the examination shows any condition adversely affecting the safety of the vehicle or operator and its assigned crew.
- 9 The Employer agrees to furnish all special tools, protective clothing and protective equipment as required. The Union will assist in enforcing the use of protective measures clothing and equipment. Non-use of protective measures, clothing, and equipment may result in disciplinary action IAW appropriate regulations.

Article 8
SCHOOLING AND TRAININ'G

1a. The Employer and the Union agree that training and development of employees in the Unit_ are important in accomplishing both the mission of the Employer and the Federal career goals of the employee. The Employer will develop, promote and maintain adequate training programs, which are consistent with the needs of the fire Department and in accordance with applicable regulations/position descriptions. The Employer agrees to make available information concerning available firefighting schools conducted by the Department of Defense Department of the Air Force, Federal, State, City and Private Organizations to unit members. A reasonable effort will be made by the Employer *to* send employees *to* such schools at no cost to the employee. The PARTNERS support this training and will encourage all unit employees to enroll in these courses for self-development t and the good of the Federal Service. Training directed by the Employer shall be accomplished while the Employee is in a duty status and with no cost *to* the employee. The PARTNERS agree that each employee is responsible for applying a reasonable amount of personal time and effort to keep abreast of the changing technology of his/her occupation. Unit employees are required to provide employer a copy of training records received.

1b. The PARTNERS agree to encourage employees to take advantage of training and educational opportunities. The Employer may permit unit employees to attend training courses during their duty time without loss of pay or leave providing: The Employer has determined that the course is job related; the request has been submitted and approved in advance; and the employee can be spared from her/her regular duty assignment

2. Career Counseling may be provided by the Civilian Personnel Office (CPO) and/or the Assistant Fire Chief for those employees who require specific information regarding training and development opportunities upon request.

3. The employer further agrees to maintain a library (consisting of books, film, videos, etc.,) within the Fire Station on the Science of Fire Fighting, Hazardous Material Handling, Emergency Medical Services and Rescue Operations for the employee self-development and technological advancement and the state-of-the-art within budget constraints.

4. In accordance with applicable Instructions, the Employer will conduct an annual "training needs survey" to determine the group training needs and requirements of the Fire Department. The Union will be permitted to submit comments and recommendations regarding training needs to the Fire Chief for consideration prior to completion of the annual "training needs survey". A copy of the completed annual "training needs survey" will be made available to the Union upon request. In addition, the employer **agrees** to maintain complete training records for all bargaining unit employees. Copies of these training records will be made available through the Civilian Personnel Office to the employee upon his/her request to the training officer.

5. Based on the results of the Training Needs Survey, the Fire Department's Labor-Management Partnership Committee shall establish a "Continuing Education Program" for unit employees that relates to all aspects of the Fire. Protection/Fire Prevention Program. This continuing education program shall include, but is not limited to offering the necessary and/or relevant training (through outside sources) to unit employees on an as needed basis, excluding IDPs. In addition, the Fire Departments Partnership Committee may give input to

an in-service (daily) training program that meets the mission requirements of the Fire Department.

6. The Employer agrees to provide training and recertification in "First responder/EMT" level certification to appropriate unit Employees.

Article 9
NEGOTIATED GRIEVANCE PROCEDURE

2. Introduction: The purpose of this Article is to provide a procedure for prompt and equitable settlements of grievances. Employees, their representative and witnesses must be free from restraint, interference, coercion, discrimination or reprisal in presenting grievances and in giving testimony. The negotiated procedure shall be the sole procedure to be utilized for the matters covered therein.

2. Grievances: In as much as dissatisfaction and disagreements arise occasionally in any situation, the filing of a grievance by an employee will not be construed as reflecting unfavorably on the employee's good standing, performance, loyalty and desirability to the organization. A grievance means any complaint:

- a. by an employee concerning any matter relating to the employment of the employee;
- b. by the union concerning any matter relating to the employment of any employee; or
- c. by any employee, the union, or the employer concerning:
 - (1) the effect or interpretation or a claim of breach, of a collective bargaining agreement;
 - (2) any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting condition of employment.

3. Exclusions: Excluded from the grievance procedure are those matters covered by Section 7121, Title 5, U.S.C. In addition the following matters are excluded:

- a. Failure to adopt a suggestion, or a decision to disapprove a quality step salary increase, performance award, or other type of Honorary or discretionary award;
- b. A notice of proposed disciplinary action or adverse action presented in accordance with appropriate procedures;
- c. Non-selection for promotion from a group of properly ranked and certified candidates when the sole basis for the grievance is an allegation by an employee that he or she is better qualified than the person selected;
- d. The separation of employee during the probationary status in Federal Civil Service.

4. Grievability: Questions as to whether or not a matter is grievable subject to the terms of this Article shall be submitted to an arbitrator for a grievability determination. Questions of grievability will be raised at the Step 2 process.

5. Avenue of Complaint: Complaints involving prohibited discrimination regarding race, color, religion, sex, national origin, age, handicap, marital status or political affiliation may be raised under the negotiated grievance procedure or the statutory procedures referred to in 29 CFR 1614, but not both. An employee shall be deemed to have exercised the option at such time as the employee initiates the action (formal complaint or at step 2 of the grievance procedure).

6. Group Grievances: An identical grievance, or substantially similar 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, the employee may not then initiate the same, or a substantially similar grievance.

Union representation will normally be limited to one representative for a group grievance. The Union will select one of the employee's grievances for processing.

7. The Grievance Steps: Individual employee grievances will be processed in accordance with the following steps:

Step 1. The unit employee's grievance shall first be discussed "informally" with the immediate supervisor. This shall be done within fourteen (14) calendar days of the incident or knowledge of the incident [whichever occurs first]. The supervisor shall make whatever investigation is necessary and shall give his answer within fourteen (14) calendar days after the date of the notification of the grievance.

Step 2. If the grievance is not settled at Step I, the grievance shall be presented in writing to the Fire Chief in an attempt to settle the matter, within fourteen (14) calendar days of the answer at Step 1. The written grievance as a minimum will contain:

- (a) The Grievant(s) name, duty assignment and telephone number.
- (b) The specific nature of the grievance. "including the identification of any provision(s) of this Labor-Agreement alleged to have been violated, if known, the provision(s) of any law, rule, and/or regulation affecting conditions of employment alleged to have_ been violated.
- (c) Evidence to support the grievance.
- (d) The employee's summary of the results of the discussion of the informal grievance.
- (e) The remedial action desired.
- (f) The name, address and telephone number of the designated representative.

Within fourteen (14) calendar days of receipt of the written grievance, the Fire Chief or his designated representative shall meet with the aggrieved employee, his representative, and concerned management personnel to discuss the grievance. The grievance will be answered by the Fire Chief or his designated representative, within fourteen (14) calendar days after the close of the meeting. The answer to the grievance must be given in writing. A copy of the decision will be provided to the Union.

Step 3. If not satisfied with results of Step 2 employee has option of utilizing the Alternate Dispute Resolution (ADR) Process or proceed to Step 4. The following procedures outline the ADR process:

- a. **OBJECTIVE:** The Alternate Dispute Resolution (ADR) process must incorporate the following (1).must represent a joint collaborative effort by the Employee union and management; (2) must be a method that is effective, timely, and efficient; (3) must focus on conflict resolution and use problem-solving methods; (4) participation and acceptance of results must be voluntary; and_(S) foster cooperative labor-management partnership.
- b. **COMMITMENT:** The parties agree to use ADR processes whenever possible to resolve disputes between employees; between employees and supervisors; and between 910th Airlift Wing Management and IAFF, Local F-154. The use of ADR process is available on a voluntary basis to unit employees, the union and the employer prior to filing for arbitration per Article 10.

c. PURPOSE: The ADR process seeks to early resolve employee(s), union and management disputes, complaints, and dissatisfactions without normally involving arbitration.

d. RIGHTS AND RESPONSIBILITIES:

(1) The Employee(s) and union representatives will have the option of electing the ADR process involving employee(s) disputes. This election must be made in writing to the Civilian Personnel Office within five (5) calendar days after unsatisfactory, resolution at Step 2.

(2) Management and union will have the option of electing the ADR process to address their disputes. This election must be made to the Civilian Personnel Officer or Local Union President in writing within ten (10) working days of the event or action after receiving decision of Step 2 of the grievance procedure.

(3) Once an election is made, the involved parties will sign an agreement of which is binding on the parties. The agreement will state a commitment to participate in good faith and complete the ADR process, however, each party retains the right to reject the recommendation reached by the ADR process. ADR will only be used once during the grievance process.

e. ON-BASE MEDIATION TEAM: The 910th Airlift Wing Management and IAFF Local F-154 will appoint three neutral employees to mediate the dispute. (These employees must have received training in ADR and Interest Based Bargaining techniques.) Team members will normally be restricted from handling disputes from within their respective areas. Time spent performing ADR activities will be considered duty time. The amount of time will be determined based on the complexity of the dispute. Team members shall perform only the task(s) given to them. The team will reach agreement by consensus decision making and will be allowed to make recommendations to resolve the dispute. The following procedures will apply: _

* Union and management will maintain a list by name of up to five (5) pre-agreed on-base mediators.

* These employee may be requested by union or management to Mediate a dispute.

* Management and Union may mutually agree to select someone from outside the list.

* Union and Management may mutually agree to establish a team of four or more mediators if deemed necessary.

f. PROCEDURES:

(1) If the dispute is not resolved at Step 2 of the negotiated grievance procedure, the employee's representative will contact the Civilian Personnel Office within five (5) workdays to request mediation of the complaint.

(2) Within five (5) workdays, a civilian personnel office representative will contact the parties to obtain the "Agreement to Mediate" form. The Civilian Personnel Office will make all arrangements for the mediation (i.e., together with union will mutually select three neutral mediators from the on base list, make necessary logistical arrangements, etc.).

(3) The team members will meet with the parties involved within established time frames and will use problem-solving techniques to focus on issues and solutions. The team will have access to all necessary information and/or data and depending upon the nature of the issue(s), all information developed will be confidential and will be disclosed only as appropriate and on a need-to-know basis.

(4) The team members will meet with the employee(s),-union representative and management official to present their recommended solution. The management official will issue a written decision to accept or decline the team's proposal within five (5) workdays of the meeting.

(5) The employee(s), through his or her designated representative, will notify the management official in writing within five (5) workdays if he or she wishes to pursue matter to step 3 of the grievance procedure. If the employee(s) chooses to continue the grievance of appeal, the time frame set forth in the contract or by regulation will be counted from the date the management official receives the employee(s) written election to continue the grievance of appeal.

Step 4. If the employee is still not satisfied with the decision reached in Step 2, or results of Alternate Dispute Resolution (ADR), the employee may, by written request to the Wing Commander, seek further consideration of the complaint.

This request must be made within ten (10) calendar days of the receipt of the Step 2 or ADR written decision. This request must contain the reasons the complainant feels the Step 2 decision was not satisfactory. The Wing Commander will render a decision within twenty (20) calendar days of being presented the grievance. This decision is final unless the Union wishes to invoke arbitration IAW Article 10.

8. Time limits specified in the procedure may be extended only by mutual consent of the parties. If an employee or the Union fails to meet the time limits imposed by this Article action will be stopped and the grievance terminated. Requests for extension and approval/disapproval must be in writing. Failure of the Employer to meet the time limits for any Step in the procedures, will entitle the employee or union representative, if any, to advance the grievance to the next step.

9. Employer grievances will be presented by the Wing Commander or his representative to the Union in writing. The Union president; or his/her designated representative, will meet within fourteen (14) calendar days after receipt of the grievance to discuss the matter. The Union will give its answer to the Commander or the-designated representative within fourteen (14) calendar days of the meeting. The employer may, within fourteen (14) calendar days of receipt of the Union decision, refer the grievance to arbitration by notifying the Union in writing.

10. Union grievances are submitted in writing to the Wing Commander through the Civilian Personnel Officer. The Civilian Personnel Officer or designated representative will meet with the Union president or his/her designated representative within fourteen (14) calendar days after receipt of the grievance to discuss it. The Commander or his designated representative shall give the Union a written decision within thirty (30) calendar days after the meeting. The Union may, within thirty (30) calendar days of receipt of management's decision, refer the grievance to arbitration by notifying management in writing.

Article 10

ARBITRATION

1. If the Employer and the Union fail to satisfactorily settle any grievance under the procedure set forth in Article 9, such grievances, upon written notice as set forth in Article 9, paragraph 7, 9 and 10 may be referred to arbitration. Arbitration may be invoked only by the Employer or the Union within thirty (30) calendar days.
2. Within seven (7) calendar days of a request for arbitration, the parties jointly shall request the Federal Mediation and Conciliation Service to submit a list of five impartial persons qualified to act as arbitrators. Within seven (7) calendar days of receipt of such list, the parties shall meet and alternately strike one name from the list until one name remains on the list. The remaining name shall be duly selected as the arbitrator.
3. If for any reason the Employer or the Union refuses to participate in the selection of an arbitrator after it has been determined that a matter is proper for referral to arbitration, the Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case.
4. The limitations on the arbitrator shall be as follows: The arbitrator shall not have the authority to change, alter, amend, modify or delete from this Agreement, or the published policies and regulations of appropriate authorities.
5. The arbitrator's fee and expenses for arbitration shall be born equally by the Employer and the Union. Travel and per diem costs to the parties shall not exceed the maximum rate(s) authorized for DoD employees under appropriate provisions of the Armed Services Procurement Regulations. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic workweek (Monday through Friday). The grievant, Union representative, and witness (es) will be on official time during hearings if otherwise on regularly scheduled duty.
6. The arbitrator is requested to render her/his decision to the parties as quickly as possible, but in no event later than thirty (30) calendar days after the conclusion of the hearing.
7. Transcripts, including costs thereof, will be responsibility of the party desiring the transcript.
8. Should either party fail to appear at the Arbitrator's hearing, this shall be just cause for the arbitrator to give his/her decision based upon available information. All costs incurred shall be paid by the party failing to appear.
9. Any dispute over the application of arbitrator's award shall be returned to the arbitrator - within seven (7) calendar days for settlement; including remanded awards. The arbitrator's decision under this Paragraph shall be implemented within thirty (30) calendar days of receipt unless further appealed under Paragraph 10 of this Article.
10. The arbitrator shall render his award to the parties. The arbitrator's award shall be binding on the parties, and shall be implemented within thirty (30) calendar days of its receipt, unless either party files exceptions to the arbitrator's award with the Federal Labor Relations Authority (FLRA). In the event an exception is filed with the Federal Labor Relations Authority, the FLRA decision shall be implemented within thirty (30) calendar days of its receipt from the Authority,

Article 11
DISCIPLINARY ACTIONS

1. The Employer agrees that disciplinary action must be fair based on good cause and follows all laws and regulation governing such actions. The provisions of this Article are not intended to conflict with any appropriate regulations governing disciplinary or adverse actions. When it has been determined by the Employer that disciplinary or adverse actions, other than oral admonishments and reprimands, are necessary, the employee will be notified, in writing, as to the action to be taken and the supervisor's reasons substantiating such actions. Disciplinary or adverse actions, when it is determined necessary, will be initiated as soon as possible after the infraction by the employee.

2. The Parties agree that primary emphasis will be placed on preventing situations, which may result in disciplinary action through effective employee and Union Management relations. The Parties further agree that the purpose of disciplinary action is to develop, correct, and rehabilitate. Such constructive discipline encourages employee acceptance of responsibility and forestalls the development of situations in which there is no alternative to the imposition of penalties. This kind of discipline uses sanctions and penalties only when necessary. It is recognized that situations may develop which may require disciplinary action. When such situations develop, the supervisor will informally gather all facts immediately available concerning the incident and interview the employees concerning the matter. Disciplinary and adverse actions are personal matters that are accomplished confidentially. Interviews and inquiries are to be conducted privately and in a manner which minimizes personal embarrassment. An employee who has received a notice of proposed disciplinary or adverse action may obtain advice and assistance in the preparation of his/her reply. The employee may be accompanied by a Union representative of his/her own choosing or representing themselves when making his/her oral reply to a proposed adverse or disciplinary action.

3. Notice of Proposed Disciplinary Action:

- a. Written notices of proposed disciplinary or adverse actions, except oral admonishments, will be furnished to the employee in two copies and will contain a clear, specific statement of the reasons for the action proposed.
- b. Employees will be given the opportunity to respond to written notices of disciplinary or adverse actions, to offer evidence pertinent to the situations and arguments as to why he/she feels the proposed action should not be taken. There will be no limit as to the number of presentments, which can be made by or on behalf of an employee. Such presentations will be made to the Management official deciding the proposed action and should be in written form.
- c. Employees will normally have seven (7) calendar days to submit their written reply to proposed disciplinary or adverse actions. Extension may be granted if requested by the employee. Such extensions will be granted by the deciding official whenever it is possible and reasonable to grant them.

4. Receipt and Consideration of Employee's Reply:

- a. The Management Official who is the deciding official will receive the employee's reply to a proposed disciplinary or adverse action.
- b. An employee's reply, in his explanation of why the proposed disciplinary or adverse action should not be taken, may contain denials or offer evidence to controvert the charge or lessen the seriousness of the charge, If the employee's reply in any way refutes the reasons contained in the oral or written notice of

proposed action, the evidence must be reviewed objectively and a determination made whether the evidence clearly supports the proposed action. If there is conflicting evidence, the decision that the action should stand as proposed, be modified or withdrawn, will be based on the more credible or preponderant evidence.

c. The decision to take the proposed action will be never based on reasons not stated on the notice of proposed action or an amended notice of proposed action, and the Douglas factors.

d. Whenever the need for collecting additional information or other circumstances arise which would cause undue delay in arriving at a decision, the reason for the delay will be explained to the employee. This explanation will include the approximate date that the final decision is-expected to be rendered.

5. Notice of Final Decision:

a. Except for oral admonishments, a notice of final decision for disciplinary or adverse actions will be given to the employee in writing and explain the reasons for which the action is to be taken or notify the employee that the action is determined to be unnecessary. If action is to be taken, the notice will also inform the employee of his/her appropriate appeal or grievance rights.

b. The notice of final decision will be signed and dated by the deciding official.

6. Appeals and Grievances:

a. The employee will be given twenty (20) calendar days from the effective date of the action to appeal or grieve the final decision. The procedures and rules for such appeals and grievances will follow governing regulations or the terms of this agreement, whichever applies.

b. Employees serving as witnesses in appeal or grievance proceedings will do so on official duty time. Witnesses will serve without fear of reprisal.

Article 12
DURATION AND CHANGES

1. This agreement will become effective thirty days (30) days from the date of execution by both parties or on the date of approval by the Department of Defense Civilian Personnel Management Services, Field Advisory Services Division, whichever is earlier, and will remain in effect for six (6) years. Thereafter, it will remain in effect for successive periods of three years subject to approval, unless either Partner notifies the other in writing at least 90 Days prior to the next anniversary date of intention to re-negotiate a new agreement. When either Partner requests to re-negotiate the Agreement, the provisions of this Agreement shall be honored until a new Agreement becomes effective, except for those provisions that are contrary to any law, regulation, Executive Order or Public Law 95-454.
2. This agreement, except for its duration period as specified in Section 1, may be opened for amendment by either Partner or mutual consent at any time after it has been in force and effect for at least three (3) years. Any request for amendment by either Partner must be written and must include a summary of the amendment(s) proposed. The Partners shall meet within fourteen (14) calendar days after receipt of such request to discuss the matter(s) involved. If the Partners cannot resolve the matters presented, they shall proceed with negotiations. Negotiations shall be strictly limited to those matters previously presented by the Partners as being appropriate. Such amendments(s) as agreed to will be duly executed by the Partners, subject to approval by the Office of the secretary of Defense.
3. This agreement will terminate at any time it is determined that the Union is no longer entitled to exclusive recognition under Public Law Chapter 71, 5 U. S. C.
4. Any supplements or amendments to this agreement that are entered into by the parties shall become a part of this agreement, and will terminate at the same time as this agreement unless otherwise expressly agreed to in writing by the parties.
5. Both parties agree that this agreement must be in conformance with existing published Department of Defense and Air Force Regulations, regulations of other appropriate authorities, and applicable laws.
6. It is understood that when both parties agree to a tentative contract, the Union must ratify the new contract for final approval within 15 calendar days after receipt of proposed contract, prior to it being sent to Field Advisory Services for approval. Upon completion of the agreement which is fully acceptable to both parties, the Employer will prepare the agreement in a final draft, for review and proofreading. Once approved by both the Union and the Employer, both parties will formally sign the agreement: The Employer will then forward the agreement to the Field Advisory Service. If the agreement is not approved or disapproved by the Field Advisory Service within thirty (30) days after the completion of the formal signing ceremony, it shall go into effective in accordance with the provisions of 5 U.S.C. 7114(c).
7. In the event that the Department of Defense (DOD) disapproves the agreement, the parties will resume negotiations on those provisions identified by DOD as nonnegotiable. All other provisions of the agreement shall become effective immediately. All items that are renegotiated shall be submitted to DOD for agency head review.

SIGNATURE PAGE

FOR THE UNION

FOR THE EMPLOYER

Signed this 26th day of September, 1997

NEGOTIATORS

FOR IAFF LOCAL F-154

