

MEMORANDUM OF AGREEMENT

BETWEEN

**COMMANDER
NIAGARA FALLS AIR RESERVE STATION**

AND

**NATIONAL ASSOCIATION OF GOVERNMENT
EMPLOYEES, LOCAL R2-33
(THE UNION)**

Approved by the Department of Defense on

11 JANUARY 2011

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ARTICLE 1

RECOGNITION AND UNIT DESIGNATION

Section 1. The Employer recognizes the Union as the exclusive bargaining representative of all employees in the Unit as defined in Section 2 of this Article.

Section 2. The unit to which this agreement is applicable is composed of Air Force employees located at the Niagara Falls Air Reserve Station who are provided civilian personnel services by the 914th Airlift wing excluding management officials, supervisors, professional employees and such other categories of employees as are excluded by the Federal Service Labor-Management Relations Statute.

ARTICLE 2

MATTERS APPROPRIATE FOR NEGOTIATION

Section 1. Matters appropriate for negotiation include personnel policies, practices and working conditions that fall within the scope of the Employer's authority. Such matters include, but are not limited to: employee's services; performance appraisal practices; incentive awards; parking; retirement counseling; suggestions; reduction-in-force procedures; and other matters as defined in the Statute. These matters relate to policies and practices not to day-to-day dissatisfactions.

Section 2. The Employer and the Union recognize the mutual obligation to meet at reasonable times and bargain in a good faith effort to reach agreement with respect to the conditions of employment. The obligation to bargain, however, does not compel either party to agree to a proposal or to make a concession. All requests to bargain will be accompanied by the complete written proposals for the issues to be negotiated.

Section 3. The obligation to bargain may, at the election of the Employer, include matters with respect to the numbers, types and grades of employees or positions assigned to any organization sub-division, work project or tour of duty, or on the technology, methods and means of performing work relative to and consistent with governing directives and executive orders. Notwithstanding the previous sentence, the employer will notify the Union of changes affecting working conditions which involve these matters. The Union will be afforded the opportunity to participate in discussions and give relevant input.

Section 4. It is agreed that the Employer, or a designated representative at the staff level, shall meet regularly with Union representatives and confer with respect to personnel policies, practices and working conditions which are subject to the provisions of the agreement. Upon written notice of not less than seven (7) calendar days, either party will meet with the other for the above purposes. The request for a meeting will contain the items to be discussed and a general description of the matter.

Section 5. Officially requested and approved meetings between the Union and the Employer normally will be conducted during regular duty hours. Any employee representing the Union shall be granted official time (when they are otherwise in a duty status) in any amount the Employer and the Union agree to be reasonable, necessary and in the public interest.

ARTICLE 3

GOVERNING REGULATIONS

Section 1. In the administration of all matters covered by the agreement and any supplemental, implementing, subsidiary or informal agreements, officials and employees are governed by existing or future laws and regulations of appropriate authorities; by published agency policies and regulations for which a compelling need exists under criteria established by the Federal Labor Relations Authority and which are issued at the agency headquarters level or at a level of a primary subdivision in existence at the time the agreement was approved; and by subsequently published agency policies and regulations required by law or by the :regulations of appropriate authorities; and by the terms of a controlling agreement at a higher agency level.

Section 2. Management officials retain the right to determine the mission, budget, organization, number of employees and internal security practices of the agency; and in accordance with applicable laws to hire, assign, direct lay off and retain employees, or to suspend, remove, reduce in grade or pay, or to take other disciplinary action against employees; to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted; to make selections from among properly ranked and certified employees for promotion or to make appointments from any other appropriate sources; and to take whatever actions may be necessary to carry out the mission of the agency in situations of emergency. This does not preclude the parties from negotiating the procedures and impact arrangements resulting from the exercise of management's rights mentioned above.

Section 3. Nothing in the agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

Section 4. If there is a grievance which disputes the proper interpretation of Air Force Instructions or regulations, the parties agree to request an interpretation from the Air Force Office of Primary Responsibility. The arbitrator will be bound by that interpretation.

ARTICLE 4

RIGHTS OF EMPLOYEES

Section 1. Each employee shall have the right to form, join or assist any labor organization or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Membership in any employee organization shall be neither encouraged nor discouraged by any supervisor or management official.

Section 2. Any employee shall have the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate officials, without the intervention of Union officials, in accordance with applicable laws, rules, regulations or established policies, and to choose his or her own representative in a grievance or appeal action, except as provided in the negotiated grievance procedure.

Section 3. Any employee shall have the right regardless of Union membership to present a grievance on his/her own behalf provided the Union has the opportunity to be present during the formal grievance proceeding.

Section 4. Once an employee has been notified of a proposed adverse action or a formal disciplinary action, the employee has the option to designate a representative to assist in preparing their answer. When the employee has a representative in such actions, the Employer will not conduct any discussions with the employee pertaining to the specific action without the representative being present, unless the employee requests otherwise.

Section 5. Supervisors are required to notify employees when narrative comments are annotated to the supervisor's record of employee, AF Form 971. Employees will be required to initial and date all such entries signifying acknowledgement.

ARTICLE 5

RIGHTS AND OBLIGATIONS OF THE UNION

Section 1. The Union agrees to attempt to resolve complaints and grievances at the lowest practical level and encourage unit employees to do so.

Section 2. The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the Employer and one or more employees in the unit concerning any grievance or any personnel policy, practice or other general condition of employment.

Section 3. The Union shall be given the opportunity to be represented at any examination of an employee in the unit by a representative of the Employer in connection with an investigation if the employee reasonably believes that the investigation may result in disciplinary action against the employee and the employee requests representation.

Section 4. The Employer agrees that officially designated bulletin boards or Union bulletin boards are authorized for use by the Union. The Union is solely responsible for the content and distribution of their literature; and for the material posted on their bulletin boards.

Section 5. The Employer agrees that the Union may conduct meetings on Base premises when specifically authorized and there is no interference to mission activities.

Section 6. The Union agrees that it will not assist nor participate in any strikes, work stoppages or slowdowns against the Government of the United States and will not condone such strikes, work stoppages or slowdowns by failing to take affirmative action to prevent or stop it. Additionally, the Union agrees not to call for, participate in or condone picketing which may disturb or hamper the Employer's operation.

ARTICLE 6

RIGHTS AND OBLIGATIONS OF THE EMPLOYER

Section 1. The Employer agrees not to implement any new policy on matters within the scope of the agreement without first providing the Union advance notification and an opportunity to request bargaining.

Section 2. The Employer agrees to invite Union officials to attend initial supervisory training on this labor/management agreement designed and conducted by the Employer to promote uniform interpretation of the content, meaning and application of the agreement.

Section 3. The Employer will be responsible for the cost of printing and the distribution of the agreement to all supervisors and management officials. The Union will be provided a copy of this agreement on disk and fifty (50) hard copies.

Section 4. Nothing in this agreement shall be interpreted to interfere with management's statutory authorities as an appropriate arrangement under 5 USC 7106(b) (3) unless plain and precise wording clearly and unmistakably reflects that such a meaning was intended. All rights, powers, prerogatives and authorities which have not been specifically abridged, deleted or modified by this agreement are also solely retained by the Employer.

ARTICLE 7

UNION REPRESENTATION

Section 1. The Employer agrees to recognize the duly elected officers and properly appointed representatives of the Union. The Union agrees to promptly notify the Employer of the officers and representatives upon their election, appointment or termination.

Section 2. The Employer agrees to recognize the shop stewards duly designated by the Union. The total number of stewards shall not exceed five. The Union agrees to provide the Employer with the names, duty locations and the area the stewards are authorized to represent.

Section 3. A list of the employees in the Unit with related position titles, grades and organization will be furnished to the Union, quarterly, upon request.

Section 4. Internal Union business must be accomplished during non-duty time. Examples of internal Union business are soliciting memberships, campaigning for and conducting elections, collecting Union dues or applications for memberships, arranging, conducting or participating in meetings of members, prospective members or officers, distributing or posting of Union literature and publicizing meetings or activities, preparation of Union correspondence not related to representational duties for Unit employees, researching regulations, directives and policies for non-representational purposes.

Section 5. The Employer agrees that Union officers and stewards shall be allowed to conduct representational business on duty time. The Union officer or steward will first obtain permission from their immediate supervisor with a request which provides information concerning the nature of the business to be transacted, where they will be located, and an estimated return time. Such requests will be made as far in advance as possible. Dependent on mission requirement, permission will normally be granted. All use of official time must be promptly and accurately recorded in accordance with established time and attendance procedures.

Section 6. During duty hours, employees will be permitted to contact Union officials and stewards on matters pertaining to personnel policies, practices, working conditions or provisions of the agreement. Initial contact will normally be made by telephone with the permission of the employee's immediate supervisor.

Section 7. Authorized non-employee representatives of the Union will be allowed to visit the Base at reasonable times on appropriate Union business subject to advance clearance by the Employer. Visitors will be expected to comply with Base regulations.

Section 8. Any employee representing the Union in negotiations (when otherwise on duty status) shall be authorized official time including attendance at impasse proceedings.

Official time authorized employees for these purposes shall not exceed the number of individuals designated as representing the Employer.

The representative of the Union for administration and implementation of the agreement will be the president of Local R2-33, NAGE. In the absence of the president, the union representative will be the next elected official or a person designated in writing. The parties agree that the Employer will only recognize correspondence signed by the president, Local R2-33, NAGE or written designee.

ARTICLE 8

UNION - EMPLOYER COOPERATION

Section 1. The Union and the Employer recognize that the elements of good government are the promotion of increased quality and productivity, customer service, mission accomplishment, efficiency, quality of work life, organizational performance and mission readiness. To this end, it is mutually agreed to adopt this standard for all dealings and to address issues informally at the lowest practical level.

Section 2. The Union and the Employer will encourage good relationships between employees and supervisors and the strengthening of Base morale. Both parties will encourage all employees to submit suggestions and cost reduction ideas, improve the quality of work, reduce losses, prevent accidents and instill a sense of achievement and pride.

ARTICLE 9

HOURS OF WORK/TOURS OF DUTY

Section 1. The Employer and the Union agree that the basic workweek will consist of five (5) consecutive 8 hour calendar days, except for those employees who have been approved to be on Alternate Work Schedules and employees whose services are determined by the Employer to require other basic workweeks, such as the Fire Department and Security Police.

Section 2. An uncommon tour of duty may be established when necessary for efficient operations or when the cost of operations can be reduced without imposing undue hardship on employees. Changes will be established in writing as soon as possible when it is determined necessary to reschedule the hours of work or tour of duty. The notice requirement of this section does not apply to an employee who voluntarily requests or mutually agrees to a change in hours of work or tour of duty.

Section 3.

- a. All employees entitled to a rest period in accordance with governing regulations will be afforded a 15 minute rest period during each four hours of continuous work. The use of tobacco products shall be limited to said rest periods.
- b. All other employees shall be afforded break time not to exceed 15 minutes during each four hours of continuous work. Employees referenced in this subsection shall have the option of dividing up their rest period over the course of the four hours with the approval of their supervisor. In no way shall the total time be more than the 15 minutes allotted.
- c. All rest periods and breaks are subject to supervisory discretion.
- d. For all employees referenced in this section, use of tobacco products is limited to designated areas.

Section 4. Reasonable time, not to exceed 15 minutes will be allowed employees prior to lunch and before the end of the scheduled workday, when the supervisor determines that the time is needed to clean-up because of the nature of the working conditions and job environment.

ARTICLE 10

OVERTIME

Section 1. The Employer has sole responsibility for determining overtime needs. All overtime and compensatory time must be approved in advance by the appropriate official.

Section 2. Consistent with the nature and quantity of work to be performed, and at the sole discretion of the responsible management official, overtime work assignment shall be distributed equitably on a rotational basis among the qualified employees assigned to the work section. Employees within the immediate work area who possess the skills, knowledge, and abilities needed in the particular overtime assignment will not arbitrarily be denied the opportunity to work solely because of the grade they currently occupy.

Section 3. Employees called in to work outside of and unconnected with their basic workweek shall be guaranteed a minimum of two hours of overtime pay. Employees may be excused from the overtime work upon completion of the overtime assignment.

ARTICLE 11

ENVIRONMENTAL DIFFERENTIAL PAY

Section 1. The Employer agrees to make every reasonable effort to eliminate or reduce all hazards, physical hardships and working conditions of an unusually severe nature. When it is impossible to eliminate or reduce these risks, environmental differential pay may be warranted under applicable rules and regulations.

ARTICLE 12

WAGE SURVEYS

Section 1. The Employer agrees to notify the Union of locality wage surveys to include the starting dates and type of survey.

ARTICLE 13

ANNUAL LEAVE

Section 1. Employees shall earn annual leave in accordance with applicable rules and regulations. The final determination as to the time and amount of any annual leave to be granted rests with the employer.

Section 2. Written requests for annual leave for vacation purposes will be submitted by employees no later than 15 February of each year. Supervisors will establish annual leave schedules for vacation purposes no later than 15 March. Consistent with projected workload requirements, every reasonable effort will be made to schedule two consecutive weeks of annual leave for each employee. Normally, employees will be given two weeks' notice if it becomes necessary to cancel scheduled annual leave.

Section 3. Except in cases of emergency, annual leave must be requested and approved in advance. Absences for emergency reasons will be reported to the immediate supervisor by the employee as soon as possible, normally two (2) hours after the employee's scheduled workday begins. When circumstances prevent notification within the first two (2) hours, the employee will request emergency leave at their earliest opportunity. When requesting emergency annual leave or in cases where the employee is unable to contact their immediate supervisor, the final approval/disapproval for the leave will be made when the employee returns to duty.

ARTICLE 14

SICK LEAVE

Section 1. The Union and the Employer recognize the insurance value of accruing sick leave and mutually agree to encourage employees to conserve sick leave for use in case of extended illness.

Section 2. Sick leave will accrue and be granted in accordance with applicable regulations. An employee may submit a written request for up to 30 days of advance sick through supervisory channels to the Commander. Requests must be supported by a medical verification, signed by the attending physician and indicating the period of incapacitation and anticipated date of return to duty.

Section 3. Employees will be required to submit a medical certification to support the use of more than 3 consecutive days of sick leave. If the employee was not attended by a physician, a personal certification explaining circumstances may be accepted. If the certification is not acceptable, the supervisor will inform the employee with the reasons for disapproval. When determined necessary, the agency may also require a medical certificate or other administratively acceptable evidence as to the reason for an absence of any duration for any of the purposes described in § 630.401(a).

Section 4. When there is reason to believe that an employee is abusing sick leave, the supervisor will informally counsel the employee in an attempt to resolve the problem. The supervisor may notify the employee, in writing, that a medical certificate will be required to support all sick leave. This requirement will be reviewed at 6 month intervals and be discontinued when the supervisor determines that the need no longer exists.

Section 5. Employees are responsible for notifying their supervisor or designee as soon as possible when they are unable to report to work. Normally, notification will be made not later than 2 hours after the start of the employee's scheduled duty day.

Section 6. Employees are entitled to all the benefits of the Federal Employees Family Friendly Leave Act in accordance with established regulations.

ARTICLE 15

OTHER TYPES OF ABSENCES

Section 1. A request for Leave Without Pay (LWOP) may be made when an employee has insufficient annual or sick leave, or compensatory time available to cover an absence. The employee will submit a written request through supervisory channels to the Commander.

Section 2. In the event of severe weather conditions, civil disturbances or other emergency situations, employees not necessary for essential operations may be excused from duty without charge to leave at the discretion of the Commander. In the event of severe weather conditions, supervisors have the discretionary authority to grant Essential personnel no more than one hour of administrative leave to report.

Section 3. An employee who is injured at work will give immediate notice to the supervisor. Supervisors will insure that employees receive necessary medical treatment and will assist the employee in the completion of necessary forms. Employees will be entitled to all benefits as provided by rules and regulations.

ARTICLE 16

REDUCTION IN FORCE

Section 1. The Employer agrees to notify the Union of pending reduction in force (RIF) actions. The Union will be given the opportunity to present its views and position regarding RIF actions.

Section 2. In the event of a RIF, existing vacancies will be utilized to the maximum extent feasible to place qualified employees in continuing positions who would otherwise be separated. All RIF actions will be conducted in strict compliance with applicable laws and regulations.

Section 3. Employees who are downgraded by RIF and placed on grade or pay retention will be accorded priority consideration for vacancies in accordance with applicable regulations.

Section 4. In the event of a RIF, the Union will be allowed to review retention registers affecting unit employees consistent with applicable laws and regulations.

ARTICLE 17

MERIT PROMOTION

Section 1. The provisions of the 914 Air Wing Merit Promotion Plan and AFMAN 36-203 "Staffing Civilian Positions", will be complied with in processing merit promotions. The Employer agrees not to make any changes to the merit promotion program affecting Unit employees without providing the Union advance notification and an opportunity to invoke negotiations. Interviews of candidates under the Merit Promotion Program will be held at the discretion of the supervisor.

ARTICLE 18

POSITION DESCRIPTIONS AND CLASSIFICATION

Section 1. The immediate supervisor has responsibility for the accuracy of an employee's position description. Any changes to a position description will be discussed with the employee.

Section 2. Employees are encouraged to periodically review their position description and report any significant changes in duties and responsibilities to their supervisor. The supervisor will determine if changes to the existing position description are warranted.

Section 3. Supervisors will promptly initiate appropriate action, if warranted, to have a position description reviewed. If an employee requests a review, and the supervisor determines a review is not warranted, the employee will be advised of the reason or reasons for not granting a review.

Section 4. Any unit employee who believes that their position is improperly classified will first discuss the matter their immediate supervisor. If necessary, civilian personnel will be requested to provide appropriate advice and assistance. If the matter cannot be resolved informally, the employee may file a classification appeal in accordance with governing regulations.

ARTICLE 19

DETAILS

Section 1. A detail is the temporary assignment of an employee to a different position or set of duties for a specific period of time. There is no formal position change; officially, the employee continues to hold the position from which detailed and keeps the same status and pay.

Section 2. Normally, if an employee is qualified and detailed to higher level position which is expected to last more than 90 days, a temporary promotion will be initiated. A detail to a higher grade or to a position of the same grade with known promotion potential, if it is to exceed 120 days will be made under competitive procedures.

ARTICLE 20

TRAINING

Section 1. The Employer agrees, within the availability of resources, to provide the training necessary for employees to perform the duties of their positions in accordance with governing laws and regulations.

Section 2. The Employer agrees, within the availability resources, to train existing employees when training is determined to be necessary to cope with reorganization or changes in technology, mission or equipment.

Section 3. The Employer agrees that selection for training which will lead to a known promotional opportunity will be made under competitive procedures.

Section 4. Both parties agree to encourage employees to participate in relevant training and educational opportunities and to utilize and share with fellow employees new skills acquired through training. Unit employees will be permitted to attend training courses during their duty time without loss of pay or leave providing: The Employer has determined that the courses are job related; that the employees can be spared from their duty assignment; and the request has been submitted and approved in advance.

ARTICLE 21

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and the Union agree to promote the full realization of equal opportunity through a positive and continuing program.

Section 2. It is mutually agreed that all activities, facilities and services which are operated, sponsored or participated in by the Employer or the Union will be consistent with the principles of equal opportunity.

Section 3. The Employer agrees to maintain an active Equal Employment and Affirmative Action Committee, which will develop recommendations for its consideration to further EEO objectives.

ARTICLE 22

COMMITTEE MEMBERSHIP

Section 1. The Employer agrees to permit the Union to nominate unit employees to serve on base committees which the Employer determines to be in the best interest of all parties concerned. The Union may request representation on any committee it deems appropriate.

Section 2. For each identified committee the Union will submit 3 nominees, in preference order to serve in the capacity of union representation. Management will make the selection from the nominees submitted.

ARTICLE 23

GOVERNMENT FACILITIES

Section 1. The Employer agrees to provide office space, within available resources, for the proper conduct of Union business. Occupancy is subject to a lease agreement as specified in government regulations.

Section 2. The Union shall be responsible for the proper use and care of the facilities, services and equipment.

Section 3. The employer agrees to provide a current working computer with 914th network access.

ARTICLE 24

SAFETY

Section 1. The Employer agrees to make every reasonable effort to provide and maintain safe working conditions. The Union agrees to cooperate with the Employer by encouraging employees to work in a safe manner.

Section 2. It is recognized that each employee has a primary responsibility for personal safety and an obligation to know and observe safety rules and regulations and to wear protective equipment prescribed by the Employer.

Section 3. The Employer will maintain a Bio-environmental Engineering service program aimed at identifying and preventing illness and injury and maintaining a healthy work environment.

Section 4. The Employer will welcome any suggestions which offer practical and feasible ways of improving safety conditions. In the event a working condition is believed to be unsafe, an employee shall immediately notify the supervisor. The supervisor will initiate action to obtain a safety determination.

Section 5. Emergency treatment and ambulance service (when warranted by the severity of the injury) will be provided to employees in cases of on-the-job accidents or injury.

Section 6. The Employer and the Union recognize the deleterious effect that alcohol and drug abuse have on employees and their ability to perform the duties of their job. Both parties mutually pledge their cooperation in efforts designed to provide education and counseling to employees regarding alcohol and drug abuse. When an employee's substance abuse interferes with the performance of duties, or reduces dependability, the Employer will take appropriate action to resolve the problem.

ARTICLE 25

TOOLS AND EQUIPMENT

Section 1. Tools, lockers and equipment necessary for the accomplishment of duties will be provided as determined by the Employer.

Section 2. The Employer recognizes the right of employees to request Government Issue of special clothing, tools or special personal equipment.

Section 3. Employees are responsible for the reasonable care of government issued equipment and supplies.

ARTICLE 26

TRAVEL

Section 1. When feasible, travel will be scheduled within an employee's scheduled work hours.

Section 2. Travel Orders will normally be issued before the performance of travel unless an urgent or unusual situation prevent prior issuance.

Section 3. As cash travel advances are no longer available, all employees eligible to apply for a government travel card are responsible for using the card for only official travel related expenses. Employees are additionally responsible for any debt incurred. Abuse of any entitled privilege of the travel card could result in disciplinary action.

Section 4. Employees returning off of civilian travel orders will return to work in accordance with applicable directives.

ARTICLE 27

CIVIC RESPONSIBILITIES

Section 1. Eligible employees will be granted court leave in accordance with regulations to perform jury duty or serve as a witness.

Section 2. Excused leave for voting or registration purposes will be granted in accordance with applicable laws and regulations.

ARTICLE 28

PARTICIPATION IN VOLUNTARY PROGRAMS

Section 1. The Union agrees to encourage its membership to participate in voluntary programs such as the Combined Federal Campaign, U.S. Savings Bond Drive and the Blood Drive.

Section 2. The Employer may excuse employees without charge to leave to participate in emergency rescue or protective work in accordance with government regulations.

ARTICLE 29

EMPLOYEE MORALE

Section 1. The Employer agrees to allow employees to use base recreational facilities dependent on appropriateness and availability in accordance with governing regulations.

Section 2. The Employer agrees that all employees shall have adequate toilet facilities reasonably available for their use and that every effort will be made to furnish sufficient personal cleaning equipment such as soap and towels.

Section 3. The Employer agrees to provide a clean, dry and heated area in which employees may eat their lunches. Specific locations will be dependent upon the availability of suitable space. If suitable space is not available at the work area an alternate space will be provided if requested.

Section 4. An explanation of the chain of command and other pertinent information will be provided to each newly assigned employee. Employees are responsible for obeying the instructions of their supervisors and for performing the duties of their position in accordance with established standards.

Section 5. During overtime assignments of more than 2 hours, an employee shall be allowed time to obtain food. Lunch time occurring during overtime periods is not compensable time.

Section 6. It is agreed that the employees will not be required to clean toilets, toilet facilities or to perform janitorial duties, except when such duties are included in their official position descriptions or are reasonably related to the employee's position or qualifications.

Section 7. Disciplinary actions will be based upon just cause and initiated promptly upon completion of any investigations. The severity of the penalty imposed must be appropriate in view of the relevant factors in penalty selection which are involved in the particular situation.

ARTICLE 30

PERFORMANCE PROGRAM

Section 1. The supervisor and the employee will meet at the beginning of each appraisal cycle to recertify and discuss the employee's performance elements and standards. Performance discussions during the appraisal period are encouraged. Employees shall have the opportunity, upon request, to meet with their supervisor during their appraisal period to discuss their work performance.

Section 2. Employees who are dissatisfied with their performance rating are encouraged to discuss the matter with their immediate supervisor. If this discussion does not resolve the matter, the employee may discuss the matter with the reviewing official. If no resolution is found, the matter may be grieved under the negotiated grievance procedure.

Section 3. Annual appraisals for employees who have not been assigned to their supervisor of records on the rating period closeout date for at least 90 days will be accomplished in accordance with governing regulations and instructions.

ARTICLE 31

NEGOTIATED GRIEVANCE PROCEDURES

Section 1. The purpose of this article is to set forth a negotiated grievance procedure as the exclusive procedure to be used for the consideration of all grievances. A grievance means any complaint by (a) any employee concerning any matter relating to the employment of the employee; (b) the Union concerning any matter relating to the employment of any employee; or (c) any employee, the Union, or the Employer concerning the effect or interpretation or a claim of breach of a collective bargaining agreement, or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment. This procedure shall be the exclusive procedure for resolving such complaints except for the following matters:

- a. any claimed violation of Subchapter III of Chapter 73 of Title 5, United States Code (relating to prohibited political activity).
- b. retirement, life insurance, or health benefits.
- c. a suspension or removal under Section 7532 of Title 5, United States Code.
- d. any examination, certification, or appointment.
- e. matters relating to the classification of any position.
- f. termination of probationary employees.
- g. issues involving temporary employees.
- h. termination of temporary promotion.
- i. incentive awards.
- j. the substance of performance elements and standards.
- k. merit promotion ratings for non-unit positions.

Section 2. Employee(s) utilizing the negotiated grievance procedure will have the opportunity to be accompanied, represented and/or advised by a representative of the Union. In addition, an employee and/or group of employees have the right to present and process grievance under this procedure on their own behalf. In such cases, the Union will be afforded the opportunity to have a representative present during any formal discussions/meetings, between the Employer and the grievant(s) relating to the grievance filed. Bargaining unit employees who do not choose union representation must represent themselves. Bargaining unit employees are not entitled to any

other form of personal representation. The Union has the authority to designate a private attorney or other individual as their representative for grievances.

Section 3. If the employee(s) or the Union fail to elevate a grievance within the time limits prescribed within this procedure, 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. If the employee, designated management representative, or union official is on Sick Leave, the time limit will be extended.

Section 4. All grievance decisions will be made as promptly as possible at each level of consideration described herein. Unless mutual agreement is reached for extending the time limits within which a decision must be rendered, failure to meet the time limits will allow the grieving party to proceed to the next step upon written notification.

Section 5. Notification of all grievances must be presented to management within twenty one (21) calendar days after receipt of the notice of action, occurrence of the incident or knowledge of the incident (whichever occurs first).

Section 6. Evidence and supporting documentation which is relevant to the resolution of the grievance may be introduced at any step of this negotiated grievance procedure; however, new issues may not be introduced unless they have been raised in step 2.

Section 7. The Employer and the Union recognize and endorse the importance of bringing to light and adjusting grievances promptly. The initiation of a grievance in good faith, by an employee, shall not cast any reflection on his/her standing with the Employer or on his/her loyalty and desirability to the organization, nor will the grievance be considered as a negative reflection on the Employer.

Section 8. Except in the case of disciplinary actions, the Union and the Employer agree that by mutual agreement individual identical grievances may be joined at Step 2 and processed as one grievance throughout the remainder of the procedure. The Union will select one employee's grievance for processing and the decision thereon shall be binding all of the others in the group. The employee selected shall become the grievant for purposes of Article 32, section 5.

Section 9. 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 shall be referred to arbitration as a threshold issue in the related grievance.

Section 10. The Union recognizes that in the event that the Union or an employee files a grievance for which the facts, circumstances, and date of occurrence are identical and which has been filed before within the same twenty-one (21) calendar day period or filed as an Unfair Labor Practice, the Agency may reject such grievance and is not required to process it.

The following procedures are established for the resolution of grievances of the parties and all bargaining unit employees.

Step 1. Employee grievances must be presented/filed in writing, normally to the immediate supervisor. However, for instances in which the substance of the grievance is not within the authority and control of the immediate supervisor, the grievance will initially be presented at Step I to the lowest level of management that has authority and control over the issue involved. In such cases, the subsequent two steps will be processed through the next two higher levels of management in the particular chain of command involved. As a minimum, the written grievance will contain: (1) the grievant(s) name, duty assignment and telephone number; (2) the specific nature of the grievance, including the identification of any provisions(s) of this Labor-Management Agreement alleged to have been violated and, if known, the provision(s) of any law, rule and/or regulation affecting conditions of employment alleged to have been violated; (3) the remedial action desired in clear/specific language; and (4) the name, address and telephone number of the designated representative. The management official at this step will discuss the matter with the grievant(s) and/or the designated representative within ten (10) calendar days after receipt of the written grievance. The management official at this step will notify the aggrieved employee(s) and or the designated representative in writing of the decision as soon as practicable, but no later than ten (10) calendar days after the meeting.

Step 2. If the employee is not satisfied with the decision of his/her immediate supervisor and wants to pursue the matter further, he/she may invoke further consideration of the grievance by the next level of management. The request for further consideration must be in writing and must be submitted within ten (10) calendar days after receipt of the Step 1 decision. The management official will meet with the aggrieved employee and/or his/her representative within ten (10) calendar days after receipt of the Step 2 grievance. The management official will render a decision in writing within ten (10) calendar days after the meeting.

Step 3. If the employee is not satisfied with the decision of the management, he/she may invoke further consideration of the grievance. The request for further consideration must be in writing and must be submitted within ten (10) calendar days after receipt of the Step 2 decision. The management official will meet with the aggrieved employee and/or his/her representative within ten (10) calendar days after receipt of the Step 3 grievance. The management official will render a decision in writing within ten (10) calendar days after the meeting.

Step 4. If the grievance is not resolved to the employee's satisfaction at Step 3, the Union may choose to submit the unresolved grievance to arbitration in accordance with Article 33.

Section 11. When the Employer or the Union decides to file a grievance, it will do so by filing the grievance in writing directly with the other party for resolution. Union grievances shall initially be presented to the Personnel Officer, who will then elevate the

grievance to the Wing Commander or his/her designee, in turn. Elevation to the Wing Commander or his/her designee shall be within fifteen (15) calendar days. As a minimum, the grievance letter will indicate the specific nature of the grievance and the remedy desired. The submission of Employer or Union grievances is subject to the same time limit required for employee grievances. Grievance reply will be provided within ten (10) calendar days from receipt of the grievance. If the aggrieved party is dissatisfied with the reply and desires to submit the grievance to arbitration, it will so inform the other party within ten (10) calendar days from the receipt of the reply. Within ten (10) calendar days after receipt of the arbitration panel, the parties will meet for the purpose of selecting an arbitrator, and the grievance will be processed to arbitration procedure described in Article 32.

ARTICLE 32

ARBITRATION PROCEDURES

Section 1. If a grievance is not resolved through the negotiated grievance procedures, either party may, within ten (10) calendar days of the final decision or in the absence of a final decision the day the decision was due, elect to invoke arbitration. In either case notification of the other party should precede the mailing of Federal Mediation and Conciliation Service (FMCS) Form R-43 requesting a panel of seven arbitrators from the appropriate geographical area. Upon receipt of the panel, representatives of the Union and the Employer shall meet within seven (7) calendar days and attempt to agree upon one of the arbitrators on the list. Failing to agree, each party shall strike one name in turn from the list. The name remaining after each has struck three names shall be the duly selected arbitrator.

Section 2. If the parties fail to agree on a joint submission of the issue for arbitration, each shall present what they consider to be the issue and the arbitrator shall determine the issue(s). The parties agree that the issue(s) to be arbitrated shall be no broader in scope than the issues presented during the grievance procedure, except that the parties would not be precluded from introducing background material. The arbitrator will apply any Air Force regulation which may come before him/her in accordance with the interpretation of the Air Force Office of Primary Responsibility for that regulation. The arbitrator shall not change, modify, or add to the provisions of the agreement as such right is the prerogative of the contracting parties only. Furthermore, the arbitrator shall not change, modify, alter, delete, or add to the provisions of any law, rule or regulation affecting conditions of employment. The arbitrator shall consider and decide only on the specific issue(s) submitted to him/her by the parties to this agreement and shall not have authority to make a decision on any matter not so submitted.

Section 3. If either party cancels an arbitration hearing or asks for a postponement that leads to the arbitrators assessing a fee, the canceling party or the party asking for the postponement shall pay the entire fee. Mutual requests for postponement or cancellation will be borne equally.

Section 4. An arbitrator may not disturb a management action upon finding an error in the application of procedures unless such error would have caused the Employer to reach a different conclusion.

Section 5. The fees and expenses of the arbitrator shall be borne equally and regulatory limits or arbitrator fees and expenses will be honored. These costs shall include the arbitrator's fee and expenses, at the expense of any mutually agreed upon services obtained in connection with the arbitration proceeding. Absent mutual agreement, the declining party waives any and all rights to services and materials obtained at the expense of the other party. When verbatim transcripts are prepared, they will be considered the official record of the arbitration proceeding. Each party shall fully bear the costs regarding witnesses and any other persons it requests to

attend the arbitration. If possible, the arbitration hearing shall be held on base facilities during working hours. The order of proceedings will be determined by the arbitrator. The grievant, not more than one union representative, and witnesses who have knowledge of the circumstances and factors bearing on the case shall be excused in order to participate in the arbitration proceedings.

Section 6. Either party may prepare audio/video recordings of the arbitration proceeding at their own expense and through their own resources. Such recordings will not be considered the official records of the hearing by the arbitrator.

Section 7. The arbitrator will be requested by the parties to render his/her decision as quickly as possible but no later than thirty calendar days after the conclusion of the hearing and furnish the Employer, the employee, the Union, and Chief Workforce Appeals and Relations Division, AF POA/DPW, 1040 AFP, Washington, DC 20330-1040 a copy of his/her decision. The arbitrator will date the award no earlier than the date it is placed in the mail. The arbitrator's award will be binding on both parties, except that either party may file exceptions to an arbitrator's award with the Federal Labor Relations Authority under regulations prescribed by the Authority under 5 USC 7122. The party filing the exception will concurrently notify the other party.

ARTICLE 33

DUES WITHHOLDING

Section 1. The purpose of the dues withholding provision is to provide for the voluntary allotment of Union dues for members of the Union who are employed in the Unit as defined in Article I, Section 2.

Section 2.

a. An employee member of the Union has the right to make one voluntary allotment from his or her pay for the payment of membership dues to the Union.

b. Allotment for dues will be made for employees providing their net pay after other legal and required deductions is regularly sufficient to cover the amount of the allotment. Allotments are not permitted for part-time or intermittent employees whose earnings are not regularly sufficient to cover the amount of the allotment.

c. Dues are defined as the regular periodic amount required to maintain a member in good standing in the Union. Initiation fees, special assessments, back dues, fines and similar items are not considered dues. The amount of dues to be withheld will be shown on the SF-1187 (Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues), and signature by the President of the Union will certify as to the amount to be withheld. Changes in the amount of the allotment for dues based on the changes in the amount of Union dues may not be made more often than once each twelve (12) months. The President of the Union will certify to the Employer, in writing, when the amount of regular dues has changed. The Employer will notify Defense Finance Accounting Service (DFAS) of the change by forwarding the certified notice of change in dues to be withheld.

d. Withholding of dues will conform to the established bi-weekly pay period schedule in effect.

e. The Union will be responsible for informing and educating its members on the program for allotments for payment of dues, and the uses and availability of the SF-1187.

f. The Employer and the Union will ensure that allotment authorizations and revocations are voluntary and that employees and Union members are informed of the voluntary nature of the allotment program and the conditions governing revocation.

Section 3.

- a. The Union will purchase SF-1187, Request and Authorization for Voluntary Allotment of Compensation for Employee Organization Dues, and distribute to eligible members who wish to authorize an allotment.
- b. An employee may make an allotment for Union dues at any time by completing the SF-1187 and returning it to the Union.
- c. The Union will submit the completed and certified SF-1187 to the Civilian Personnel Office for unit certification. The Civilian Personnel Office will forward eligible allotments to DFAS in a timely manner.
- d. Management agrees to request DFAS to prepare a bi-weekly remittance at the close of each pay period for the total amount allotted for dues for that pay period payable to:

Comptroller, Fiscal Office
National Association of Government
Employees 159 Burgin Parkway
Quincy, MA 02169-4213

The Union will notify DFAS and the Civilian Personnel Office of any changes that are required for proper receipt of the remittance.

- e. Management agrees to request that DFAS prepare a listing of names and amounts withheld and forward it together with the remittance.
- f. The Union must promptly notify DFAS and the Civilian Personnel Office, in writing, when an employee who has authorized dues withholding is suspended or expelled from the Union. Upon receipt of such notice, DFAS will be expected to stop the allotment as of the next complete pay period.
- g. Allotments of all employee members are automatically stopped beginning the first pay period after loss of exclusive recognition of the Union or when the agreement is suspended or terminated by appropriate authority outside of the Department of Defense. The Union will notify the Civilian Personnel Office of such loss of recognition or suspension or termination of this agreement, and the effective date.
- h. An allotment for an individual employee is automatically terminated when he or she leaves the Unit as the result of any type of separation, transfer or other personnel action, suspension or expulsion from the Union. This termination will be effective as of the date the employee leaves the Unit or is suspended or expelled from the Union, except that if one of these actions occurs during a pay period, the allotment will be withheld from the employee's salary for the pay

period. On a temporary detail or temporary promotion to a position which is not in the bargaining unit, the allotments will stop immediately. When the individual returns to a unit position he/she must reenroll in the Union if they wish to resume Union Membership.

i. An employee can voluntarily revoke an allotment for the payment of dues after the allotment has been in effect for one year. The employee would complete the SF-1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues, and submit it directly to the Financial Services Office. The revocation will then be forwarded to DFAS in a timely manner. When the employee cannot or does not desire to use the form, other written notification signed by the employee is acceptable.

ARTICLE 34

CIVILIAN PAY

Section 1. The parties recognize that pay delivery through direct deposit is mandatory. Accordingly, all employees to be required to receive pay under the Direct Deposit Program.

ARTICLE 35

EFFECTIVE DATE AND DURATION OF THE AGREEMENT

Section 1. This agreement becomes effective upon approval by the DoD Field Advisory Service and will expire 3 years after the date of approval. It is understood that the provisions of this agreement take precedence over practices which are in conflict with it. The agreement shall continue in effect for an additional two years, unless either party shall give written notice to terminate or modify the agreement not less than sixty days or more than one hundred and five days prior to the expiration date. Such notice will be accompanied by all written proposals to be renegotiated. Additional proposals will not be accepted unless specifically requested in writing and agreed upon by both parties. It is understood that this agreement shall terminate at any time that it is determined that the Union is no longer entitled to exclusive recognition.

Section 2. By mutual agreement, this agreement may be amended or supplemented at any time that it is in force. Any change to the agreement will be effective upon approval by the DoD Field Advisory Service. Any amendment or supplement i ll remain in effect until modified or until terminated in accordance with Section 1 of this Article. It shall be the responsibility of the Employer to bring to the attention of the Union any directive of higher headquarters which will require modification or repeal any portion of this agreement, and the Employer will promptly initiate action to amend or supplement it as required.

APPENDIX A

FIRE DEPARTMENT ARTICLES

ARTICLE A-1

GENERAL PROVISIONS

Section 1. Physical Fitness/Recreational Activities. The EMPLOYER recognizes that it is imperative to maintain a fit firefighting force ready to respond to any incident. Physical Fitness/Recreational Activities will be accomplished during the normal eight-hour work day. Physical standards for employees must be equal to or exceed the Office of Personnel Management Qualifications Standards for the GS-0081 (Firefighter) Series. During standby time employees shall have unrestricted use of base facilities during fitness center hours of operation (i.e. Base gym) for the purpose of physical fitness.

- a. Employees shall have Firefighting Personal Protective Equipment at all times - ready to respond at a moment's notice.
- b. Employees shall use Fire Department vehicles (with light and sirens), for the use of transportation back and forth to these facilities.
- c. Employees will be subject to annual physicals in accordance with the above qualification standards and other regulatory requirements.

Section 2. Honor Guard: The Employer agrees to cooperate with the union to establish an honor guard in the event of the demise of an employee of the Unit. The honor guard will be composed of fellow employees of the unit. The Union shall notify the Employer of the composition of the proposed Honor Guard so that the absence of the employees will not impair the mission of the Employer. Employees on official Niagara Falls Air Force Base Honor Guard duty are covered by Workers' Compensation in case of accident.

Section 3. Privately Owned Vehicles: Personnel will not be required to use their privately-owned vehicles for official Fire Department duties.

Section 4. Union Meetings: Due to the unusual working hours of Fire Department personnel, union meeting will be held in the Fire Station. The hours and times of such meetings will be agreed upon by the Fire chief and Union officials.

ARTICLE A-2

STANDBY

Section 1. The Employer and the Union mutually recognize that mission requirements necessitate fire protection standby duty. Further, that such duty may occur during meal periods.

Section 2. Subject to mission requirements, available manpower and equipment, the Fire Chief or designee will make every effort to provide relief for standby crews to permit them to return to their normal duty station during meal periods. If mission requirements, available manpower, and equipment do not permit relief of standby crews, the Employer will ensure that meals get to the crew at employee's expense.

ARTICLE A-3

TRAINING

Section 1. 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 and materials, which are consistent with the needs of Niagara Falls IAP-ARS Fire & Emergency Services. The Employer agrees to provide unit employees with information concerning available firefighting schools conducted by the Department of Defense, Federal, State and County organizations. A reasonable effort will be made by the Employer to send employees to such schools. Training directed by the Employer shall be accomplished while the employee is in a duty status. The parties agree that each employee is responsible for applying a reasonable amount of time and effort to keep abreast of the changing technology of his/her occupation. Training that is needed for next level certification will be given priority consideration within financial and mission constraints.

Section 2. The Employer agrees to provide and maintain an adequate and up-to-date library on the science of firefighting, rescue, and EMS. Such library and audio-visual equipment will be accessible to employees on a 24-hour basis. This library will be set up according to the availability of funds from the Fire Training Section.

Section 3. Both parties agree to encourage employees to take advantage of training and educational opportunities. The Employer agrees to permit unit employees to attend training courses during their duty time without loss of pay or leave providing the request has been submitted and approved in advance.

Section 4. The Union will be permitted to submit comments and recommendations regarding training needs to the Fire Chief for consideration. In addition, the Employer agrees to maintain complete training records for all bargaining unit employees. Copies of these training records shall be provided to the employee upon his/her request.

Section 5. In as much as the sole purpose of job training is to assist in maintenance and retention of a fully qualified Fire Protection/Fire Prevention work force, the union and management agree that training will not be assigned nor drills held as frivolous or punitive measures.

ARTICLE A-4

OVERTIME

Overtime in the Fire Department will be conducted in accordance with the most recent Standard Operating Procedure (SOP) 32-1-111.

ARTICLE A-5

SAFETY

Section 1. The Employer will assure that safe and healthy working and living conditions are provided for bargaining unit employees that are consistent with the applicable laws and regulations. The Employer agrees that the Niagara Falls IAP-ARS Fire Protection and Fire Prevention Program will comply with existing and future DOD/Air Force Directives, NFPA Standards and OSHA Regulations. The Union agrees to cooperate with the Employer by encouraging employees to work in a safe manner and wear protective equipment prescribed by the Employer and to report observed safety and health hazards to the Employer in accordance with applicable procedures.

Section 2. Protective Gear. The EMPLOYER will provide cleaning equipment and materials as necessary for cleaning protective clothing. If the protective clothing is contaminated by chemicals, agents, and/or other products, or worn out due to use, the EMPLOYER will provide replacement gear and/or proper cleaning or repair in accordance with applicable regulations. The EMPLOYER further agrees that new employees will be issued properly sized protective gear as soon as practicable. The personal equipment provided by the EMPLOYER should include all necessary personal protective equipment (PPE).

Section 3. Equipment. The EMPLOYER shall provide for the inspection, testing, and proper maintenance of equipment used by bargaining unit employees in accordance with Equipment Manuals, NFPA, OSHA and DoD/AIR FORCE regulations. 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. Qualified personnel will accomplish repairs. New and replaced equipment will meet applicable standards.

Section 4. Outside Work. In extreme weather conditions, when it can be reasonably ascertained that the risk of continued training outweighs the benefit, the Fire Chief or the Chief's designee (other than the person conducting training) will discontinue the training.

Section 5. The Employer shall provide a yearly firefighter occupational physical to all GS-0081 series employees. The Employer will provide the immunizations/tests for all employees IAW current standards.

Section 6. Upon notification by the employee, the Employer agrees that employees subjected to infectious diseases and/or hazardous substances when in a duty status shall be sent to an immediate care facility for treatment (at no cost to the employee(s)). Upon employee notification any responses to incidents involving known, or subsequently determined, hazardous substances will be annotated on the employees' AF Form 55s or other official records and will be maintained for the duration of employment.

ARTICLE A-6

FIRE DEPARTMENT HOURS OF WORK

Section 1. The normal pattern of duty is a two-shift system with each shift alternating a 24-hour tour of duty. The workweek will consist of 72 hours (144 hours per pay period). Each shift will consist of at least eight (8) hours of actual work time in accordance with governing regulations. These eight (8) hours of work will normally include all scheduled work activities. Due to the uniqueness of the 72-hour workweek, the Employer recognizes the need for a fair and equitable system of assigning Kelly days. Management and Union agree to explore alternate work schedules.

Section 2. The daily work schedule of firefighters will begin at 0700 hours and end at 0700 hours. Lunch will normally be from 1130 - 1300 hours.

Section 3. The Employer agrees to respond to a request for leave in a reasonable amount of time.

Section 4. Employees are required to submit first round annual leave requests for vacation purposes or use or lose NLT 15 January using the SF Form 71. The EMPLOYER will approve First round annual leave NLT 20 February. Employees are required to submit second round leave requests NLT 01 March using the SF form 71. The EMPLOYER will approve second round leave requests NLT 31 March.

ARTICLE A-7

FIRE DEPARTMENT LIVING CONDITIONS

Section 1. The Employer recognizes that the 24-hour duty period for firefighters requires special efforts to ensure adequate and comfortable living quarters and conditions. Comfortable beds, pleasant living space (with standard home furnishings), adequate recreational facilities and opportunities, and clean and reasonable private bathroom facilities " limited to firefighter use only", are all essential to the esprit de corps of the firefighter forces. The Employer agrees to pursue these concepts, subject to budgetary and regulatory limitations, and the accomplishment of the primary mission.

Section 2. The Employer agrees that the living quarters shall be used by firefighters only and that signs to that effect will be posted by management. Doors to the quarters will be clearly marked "Firefighters Only".

Section 3. A Health and Safety Process Action Team will be established to address concerns that relate to Fire Department working and living conditions. This PAT will be made up of both labor and management personnel.

Section 4. The Employer agrees to maintain the current television service to the extent possible within the constraints of funding, regulation, and contract restrictions.

Section 5. The Employer agrees to provide a large screen television for general viewing and training as authorized in the Table of Allowances.

ARTICLE A-8

SICK LEAVE CALL IN PROCEDURES

Minimum staffing requires employees be allowed up to twenty four (24) hours prior to shift start time to speak to a supervisor to request sick leave . Normal call in times will be between the hours of 0700 - 2200 and 0630 - 0700. Only in extreme circumstances will employees call between the hours of 2200-0630.

APPENDIX B

SECURITY FORCES ARTICLES

ARTICLE B-1

MANAGEMENT RESPONSIBILITIES

Section 1. The civilian employee police workforce members are civilian personnel and are not military Security Forces personnel.

Section 2. Mission Essential. A mission essential employee is someone whose work is deemed necessary for national defense. Occupants of mission essential positions may be required to report to work when other employees are excused because of inclement weather or emergency conditions.

ARTICLE B-2

SAFETY AND HEALTH

Section 1. Normal Duty Equipment. Management and the Union agree that the following protective clothing and equipment *is* required for the safe performance of normal police officer duties and is to be issued by management.

- (a) CPR mask and latex gloves issued to those certified for its use.
- (b) The parties acknowledge that badges are for official use only and are not for personal use. Management will keep accountability for such badge s.

Section 2. Lieutenants, Captains, and Sergeants will wear their insignia on their shirt collars, subject to applicable regulations.

Section 3. Management will issue to each new hire and current employee one inside uniform wear style bulletproof vest (body armor) with inserts, to be exchanged as per manufacturer instructions at management expense.

ARTICLE B-3

WORK SCHEDULE AND HOURS OF WORK

Section 1. All seven days of the week are available for scheduled days off. Employees will be permitted to bid for their shifts and days off based on seniority. Seniority shall be determined by date of entry on duty in current position at the 914 Airlift Wing, coupled with length of service at the 914th Airlift Wing. The employees' service computation date will be the tie-breaker. When application of this system causes administrative difficulties, management retains the right to make appropriate changes in days off, taking into consideration mission requirements and possible personal and financial hardships. The affected employee will be advised in writing at least two (2) weeks in advance of such change.

Section 2. Employees new to the 914th Airlift Wing will acquire seniority after one year. After that one year, such employees will be able to bid on vacant assignments, shifts, or days off. Temporary and/or term employees do not acquire seniority. New hires, at the conclusion of initial training, will be tentatively assigned to a vacancy on a shift. Before the new hire reports to his/her assignment, employees with seniority will be afforded the opportunity to apply/bid for any open assignments, shift, or days off.

Section 3. Guard Mount. In addition to the basic forty (40) hour workweek, officers will be paid an additional three-quarters (3/4) of an hour overtime each duty day for officers to prepare for duty, attend guard mount, and for tum-in of equipment. Assigned overtime is authorized and paid in accordance with applicable laws and regulations.

Section 4. Annual Leave. Each employee shall be afforded an opportunity to request a "Primary Week" of annual leave. This week is the employee's week of first choice for annual leave. An employee who is granted a primary week will be granted such regardless of seniority in his/her current position. No employee will be granted the same primary week for two consecutive years unless this choice does not interfere with or have an impact on any other employee. Written requests for annual leave for vacation purposes will be submitted by employees no later than 15 February of each year. Supervisors will establish and grant annual leave schedules for vacation purposes no later than 15 March. Copies of the approved or disapproved leave requests will be issued to the employees no later than 16 March.

Section 5. Civilian Police shifts will not rotate.

ARTICLE B-4

POLICE OPERATIONS

Section 1. The 914 Security Forces Squadron utilizes GS-0083 Police Officers to perform basic core law enforcement function in accordance with current position descriptions. Normally, all 914th Security Forces shift personnel are subject to the operational control and direction of the on-duty shift supervisor or the incident commander.

Section 2. Management agrees to create a written "flowchart" form showing its civilian chain of command and disseminate it to all civilian personnel.

Section 3. The Employer agrees to provide an EJustice or equivalent system to run license plates.

Section 4. The Employer agrees to make every reasonable effort to request federal magistrate's adjudication of 1805 tickets.

Section 5. The Employer agrees to equip patrol vehicles with emergency first aid kits, for self-use only, and Personal Protective Equipment necessary to support CPR for qualified individuals.

ARTICLE B-5

EDUCATION

Section 1. In compliance with requirements, the Employer agrees to send Police Officers to the prescribed academy within the constraints of budget, staffing, mission and class size.

Section 2. The Employer agrees to provide opportunities for Police Officers to take advantage of available training within the constraints of budget, staffing, mission and class size.

ARTICLE B-6

GENERAL PROVISIONS

Section 1. The Employer agrees to make every effort to provide facilities to eliminate the utilization of latrines to wash dishes.

Section 2. The Employer agrees to provide professional credentials for Police Officers.