

## PREAMBLE

This AGREEMENT is made by and between 94 Airlift Wing, (AFRC), Dobbins Air Reserve Base, hereinafter referred to as the “EMPLOYER” and the International Association of Firefighters, Local F-152, hereinafter referred to as the “UNION”, hereinafter collectively referred to as the “PARTIES”. The Union recognizes that the Employer retains the right to assign work and to determine who will perform the function(s) assigned. The Parties agree, that whenever the masculine terms “he”, “his”, or “him” are used, they are meant to include both genders.

WHEREAS, experience indicates the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment; and

WHEREAS, 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 the operations of the labor organizations and agency management;

WHEREAS, this AGREEMENT should be interpreted in a manner consistent with the requirement of an effective and efficient Government:

Now wherefore it be resolved in consideration of the mutual covenants herein set forth, the parties hereby agree as follows:

## ARTICLE 1 EXCLUSIVE RECOGNITION AND UNIT DESIGNATION

Section a. The Employer recognizes Local F-152 of the International Association of Fire Fighters as the exclusive bargaining agent, under the provisions of 5 USC 71 for a unit composed of all eligible Air Force employees in the Fire Protection Flight of Base Civil Engineering Squadron at Dobbins ARB, Georgia. The approved unit excludes management officials, supervisors, professional employees and such other categories of employees as are excluded by the Federal Service Labor-Management Relations Statute.

Section b. The Union recognizes the responsibility of and agrees to represent fairly and equitably the interests of all employees within the Union with respect to grievances,

personnel policies, practices, and procedures or other matters affecting their general working conditions, and without regard to Union membership, race, color, creed, sex, age, handicap, or national origin of the employees. The Employer recognizes the right of employees to organize and express their views collectively or to refrain from such activity.

Section c. The Employer and the Union will share the cost of reproduction of this document equally. The copies required will include a copy of this agreement to each employee in the bargaining unit as well as each new employee entering into the bargaining unit, twenty (20) copies for the Union's use, and a sufficient number for posting on and maintaining official bulletin boards. The parties shall meet prior to the printing of the agreement to confer on the style, number of copies, book and print size. The employer will then provide an estimated cost of printing prior to having the agreement printed.

## ARTICLE 2 MATTERS APPROPRIATE FOR CONSULTATION OR NEGOTIATION

Section a. It is agreed and understood that matters appropriate for negotiation between the parties are personnel policies and practices and matters affecting working conditions of employees in the unit which are within the discretion of the Employer that include but are not limited to such matters as safety, training, labor-management cooperation, employee services, methods of adjusting/resolving grievances, accruing/granting leave, promotion plans, demotion practices, pay procedures, reduction-in-force practices, hours of work, etc. Such negotiations will be in accordance with the requirements of the Statute and this AGREEMENT. The Employer will not unilaterally change any provisions of this AGREEMENT or implement any new instructions/regulations, policies or practices affecting working conditions, which are within the discretion the Employer without affording the Union the opportunity to bargain concerning the change and/or the impact and implementation of the change to the extent required by law, regulation and this AGREEMENT.

Section b. Nothing in this Agreement will preclude the Employer and Union from Negotiating-

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

(2) Procedures which the Employer will observe in exercising any authority under this Agreement; or

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

Section c. For the purpose of this agreement, consultation is defined as any dialogue, either written or oral, between the Parties and unlike negotiations does not require a mutually acceptable compromise between the Parties. The Employer agrees to consult, upon request of the Union, on matters that are excluded from negotiation by Article 7 of this Agreement. When consultation occurs, the Employer agrees to give bonafide consideration to the views that were presented by the Union when finalizing its position.

Section d. For the purpose of this agreement, negotiation is defined as bilateral exploration and exchanging views in a good faith effort to reach agreement and reducing to writing any mutual agreement reached if requested by either party.

Section e. The Employer agrees that before issuing a new or revised Dobbins ARB Supplement or Fire Station Operation Instructions SOG/Manual, which changes conditions of employment, a draft of the proposed publication will be provided to the Union, along with the intended implementation date. The Union will request that the Employer bargain or consult on the negotiable changes within two weeks of receipt of draft. Such request shall be in writing and the decision to negotiate or consult shall be irrevocable. Requests to bargain will be accompanied by written proposals. Requests for extensions of time limits will include a justification explaining the necessity. Such requests will not be unreasonably denied. If the Union fails to make a written request to bargain or consult within this time frame, the change may be effected by the Employer. The Employer agrees to maintain status quo during the negotiations to the extent required by the law.

Section f. Normally, the Union 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. If neither of these officials is available, the Union will ensure that a duly authorized representative will be present and have full authority to perform such functions.

### ARTICLE 3 PROVISIONS OF LAWS AND REGULATIONS

Section a. It is agreed and understood that in the administration of all matters covered by this AGREEMENT, the Employer, the Union, and employees are governed by existing laws (including the Statute), future laws and existing or future policies and regulations of appropriate authorities, such as, Comptroller General Decisions, Office of Management and Budget Issuance's, Office of Personnel Management policies and regulations, NFPA and OSHA Standards where applicable.

Section b. Upon request, the Employer will furnish the Union access to existing Dobbins ARB or Air Force instructions, FPMs, and any 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, pursuant to 5 U.S.C. 7114 (b)(4). The Union agrees to pay reasonable costs incurred in furnishing such material. The Employer agrees to place the Union on the distribution list to receive copies of all Dobbins ARB supplements pertinent to Civilian Personnel and matters affecting working conditions of employees.

#### ARTICLE 4 RIGHTS OF THE EMPLOYEE

Section a. The Employer and the Union agree that the employees 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 as provided in 5 U.S.C. 71. The above includes the right to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress or other appropriate authorities. The Employer shall take such action, consistent with law or with directives from higher authority, as may be required in order to assure that the employees are apprised of the rights described in this article, and that no interference, restraint, coercion, or discrimination is practiced to encourage or discourage membership in any employee organization.

Section b. 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 a member for the payment of dues through payroll deductions.

Section c. It is further agreed that the rights described in Section (a) do not extend to participation in the management of an employee organization or to acting as a representative of any such organization where such participation or activity would result in a conflict of interest or otherwise be incompatible with law or with the official duties of an employee. Persons who make or recommend management policies or who direct, control, or supervise government operations or personnel for a preponderance of the time, will not be permitted to hold office in or act as a representative of the Union.

Section d. It is further agreed that the employees in the unit shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal to form, to join and assist the Union or to refrain from such pursuant to 5 USC 7102.

Section e. The Union agrees to accept all eligible employees as members without discrimination as to race, color, religion, age, handicap, sex, or national origin.

Section f. Normally not more than two working hours (between 0800-1600) will be allowed to assist an employee in the preparation of a grievance presented under provisions of Article 9.

Section g. Employee Personnel Records

- (1) The parties recognize that the Air Force Personnel Center (AFPC) shall maintain the Official Personnel Folder of each employee. An employee may make a written request through the Dobbins Civilian Personnel Office to make arrangements with AFPC to review their Official Personnel Folder.
- (2) Supervisory Files. The Supervisor's Employee Work Folder which is used by the supervisor to manage performance of employees at the unit level, shall be maintained in accordance with AFI 36-106.

## ARTICLE 5 LABOR-MANAGEMENT COMMITTEE

Section a. Purpose. The purpose of this committee is to assist in developing quality labor-management relations between the Employer and the Union. This committee will provide a vehicle for both parties to identify problems, areas of concern, and changes to working conditions that effect bargaining unit employees.

Section b. COMMITTEE RESPONSIBILITIES. The Labor-Management Committee shall meet to consult and/or confer with respect to personnel policies, practices, and matters affecting working conditions and for the improvement of communications, understanding, and cooperation between the union, bargaining unit employees, and the Employer. In addition, the parties agree, that potential third party presentations, such as an Unfair Labor Practice, classification appeals, GAO complaints, OSHA complaints etc. will be addressed during the earliest Labor-Management Committee meeting, prior to filing a formal complaint in accordance with article 27 of this agreement.

Section c. Scheduling of Meetings. Meetings of the Labor-Management Committee will be conducted monthly unless canceled by mutual agreement or the lack of adequate agenda. In addition, nothing in this article will preclude the parties from meeting as often as is mutually agreed to resolve unforeseen and/or emergency problems that may arise.

Section d. Agenda. A proposed agenda will be prepared and submitted by the requesting party at least five (5) calendar days prior to the scheduled meeting. The parties agree, that individual grievances will not be included as agenda items or discussed in any scheduled Labor-Management Committee meeting.

Section e. Committee Structure. Normally, the Committee shall be comprised of not more than three (3) members from each side. The Union shall normally be represented by the President the Vice President and one (1) member from the bargaining unit designated by the Union's President. Normally, the Employer shall be represented by the Fire Chief, the assistant Fire Chief, and an appropriate management official.

## ARTICLE 6 UNION RIGHTS AND REPRESENTATION

Section a. The Union is entitled to act for, and negotiate collective bargaining agreements covering all employees in the bargaining unit. The Union is responsible for representing the interests of all employees in the unit without discrimination and without regard to labor organization membership. The Union will act as the only representative, other than the employee, for complaints under the negotiated grievance procedure.

Section b. The Union shall be given the opportunity to be represented at (1) any formal discussion between one or more representatives of the Employer and one or more employees in the unit or his/her representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or (2) any examination of an employee of the unit by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in a disciplinary action against the employee; and the employee requests representation. The right of the Union to be present does not extend to informal discussions between the employee and his/her supervisor.

Section c. The Employer agrees to recognize the duly elected/appointed officers, Shop Stewards and National Representatives of the Union. The Union agrees to limit the number of Shop Stewards to three (3). The Union agrees to submit in writing to the Employer a list of officers/stewards and to update the names as changes occur.

Section d. The Employer agrees, that Union Officers and Stewards as described in section c will be authorized a reasonable amount of official time away from the job to

perform their representational activities in accordance with 5 USC 7114. The following are considered official union-management matters:

- (1) To be personal representative of employees in the presentation of grievances.
- (2) Represent employees in formal disciplinary actions.
- (3) Consult with Management officials over grievances, personnel policies or practices, or matters affecting working conditions of unit employees.
- (4) Consult with Management either at Management's request or upon request of the Union if the subject involves matters appropriate for consultation.
- (5) Consult and prepare responses to Management initiated proposals for policies, procedures or regulations when specifically requested by the Employer.
- (6) Present Union grievances to Management.
- (7) Respond to Management grievances.
- (8) Participate in arbitration hearing as a representative or witness.
- (9) Participate in periodic Union/Management meetings.

Section e. Official time is not authorized for such activities as solicitation of membership, collection of employee dues, campaigning for offices, or other matters pertaining to the internal business of the Union. However, these activities may be conducted during the employee's stand-by-time, any break, or lunch period.

Section f. The Union agrees that prior to performing official Union business described in Section d above, officers and stewards shall first request permission from the appropriate on-duty supervisor by completing a DARB Form 12. The purpose of the visit will be documented on the DARB Form 12, as well as an indication of where an employee can be located. Permission will be granted in the absence of compelling circumstances preventing it. Upon request, the reason for denial will be noted in writing on the DARB 12. The officer/steward will report his/her return to work to the appropriate supervisor on duty. The Union representative will also call the supervisor of the complainant and arrange for a mutually agreeable time to interview the employee who had made the complaint. During such absence, which will be kept to a reasonable period of time, the representative will confine his/her activities to the conduct of that business for which approval of temporary absence was granted, return directly to his/her work area upon completion of business at hand, and promptly notify his/her immediate supervisor of their return to duty.

Section g. Excused Absence. The Employer agrees that upon advance written request, employees who are officers may be excused without charge to leave in conjunction with

attendance at training sessions of labor relations matters, provided the employee's services can be spared and such training is determined by the Employer to be of mutual concern to the Employer and the Union and the Employer's interests will be served by the employee's attendance. The Union will bear the responsibility for showing how the training will have the required benefit to the Employer. A detailed agenda with information on the material to be covered in the training session will be required in support of the request. Administrative excusal for this purpose may cover only such portions of a training session as meet the foregoing criteria. Such excusal shall not exceed a total of (6) twenty-four hour shifts in a twelve-month period. Official time in excess of this amount will be considered if proper justification is shown.

Section h. The Employer agrees to permit duly authorized officials of the IAFF, who are not Dobbins ARB employees, to visit the installation for the conduct of Union-Management business during official duty hours. Such business shall not include activities prohibited by 5 USC 71 or regulations. Permission to enter the base is subject to the Union informing the Civilian Personnel Officer (CPO) or his/her representative reasonably in advance, of:

- (1) Name of visitor
- (2) Union position held
- (3) Expected time of arrival
- (4) General purpose of the visit
- (5) Any Employer official to be contacted

In the interest of security or safety, the Commander, Dobbins ARB, may restrict such visitor to specified area and reserves the right to escort the visitor to the area.

Section i. The Employer agrees to make facilities available for employee organization meetings outside of regular duty hours whenever available.

Section j. Use of Office Space and Equipment. The Employer agrees to provide management space for the Union to share with Management to conduct its official representational duties. This will include access to available government telephones for local use when conducting appropriate representational activities. Access to the Employer's fax machine and copier will require reimbursement based on cost. Long distance telephone charges will be at the Union's expense.

Section k. The Employer agrees that as part of orientation, usually one on one with supervisor, new employees hired in position included in the Unit will be informed of the union's exclusive recognition. The employer agrees as part of the New Employee Orientation process to inform employees of their right to freely and without fear of penalty or reprisal, to join or not to join a labor organization.

Section l. The Employer agrees that if a survey questionnaire is developed for distribution to employees relating to personnel policies, practices, and matters affecting working conditions, the Union will be given the opportunity to review the survey

questionnaire and submit its comments prior to distribution. The results of the survey will be provided, if readily obtained by the Employer, upon Union request.

Section m. The Employer agrees to consider Union representation on committees involving the mutual interests of unit employees and Dobbins ARB. Such considerations shall be given upon written request of the Union for specific committee memberships after notification is given by the Employer of these committees, i.e., Safety and Occupational Health Council, Incentive Awards, and Federal Employees Compensation Act.

Section n. Privacy Act. The Employer agrees that access to information and records regarding employees will be in strict accordance with the Privacy Act of 1974.

## ARTICLE 7 RIGHTS OF EMPLOYER

Section a. In accordance with the statute, nothing in this AGREEMENT shall affect the authority of the Employer—

- (1) To determine the mission, budget, organization, number of employees, and internal security practices of Dobbins ARB; and
- (2) In accordance with applicable laws—
  - (a) To hire, assign, direct, lay-off, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
  - (b) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which Dobbins ARB operations shall be conducted;
  - (c) With respect to filling positions, to make selections for appointments from – among properly ranked and certified candidates for promotion; or any other appropriate source; and
  - (d) To take whatever actions may be necessary to carry out the mission of Dobbins ARB during emergencies.

Section b. Nothing in this Article shall preclude the Employer and the Union from negotiating,

- (1) At the election of the Employer, on the numbers, types, and grades of the employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
- (2) Procedures which the Employer will observe in exercising any authority under 5 USC 7106; or
- (3) Appropriate arrangements for employees adversely affected by the exercise of any authority under 5 USC 7106 by management official.

Section c. Nothing in this agreement shall be interpreted to interfere with the above mentioned 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.

Section d. All rights, powers, prerogatives and authorities which have not been specifically abridged, deleted, or modified by this agreement are also retained by the Employer.

Section e. The provisions of this article shall apply to all agreements among the parties to include:  
supplemental, implementing, subsidiary, informal agreements between parties.

## ARTICLE 8 EQUAL OPPORTUNITY

Section a. The Employer and the Union agree to cooperate in providing equal opportunity for qualified persons regardless of age, sex, race, religion, creed, color, national origin, cultural background or handicap; to attempt to eliminate all discrimination whenever it is known to exist; to assure that all personnel programs; policies, and assignments eliminate discriminatory practices; and to work toward a truly integrated work force through a continuing affirmative action program.

Section b. The Employer agrees to give the Union an opportunity to participate along with other interested parties in the development and update of the Affirmative

Employment Action Plan. The Union agrees to provide information on problems, needs, and attitudes to be considered.

Section c. The Union agrees to support the installation's Affirmative Employment Action Plan, goals, objectives and action items. They agree to publicize the plan and participate in special projects when requested by the Employer.

Section d. The Employer agrees to consider nominations from the Union for the EEO Committee.

Section e. The Employer agrees to furnish the Union with three (3) copies of the Affirmative Employment Action Plan.

Section f. Through the procedures established for Union-Management cooperation, each party agrees to advise the other of outstanding equal opportunity problems of which they are aware. The Employer and the Union will jointly seek solutions to such problems through personnel management procedures and programs provided in applicable regulations.

Section g. EEO complaints will be processed in accordance with 29 CFR 1614, EEO Management Directive-110 and AFI 36-1201.

## ARTICLE 9 GRIEVANCE AND ARBITRATION PROCEDURE

Section a. The purpose of this article is to establish a procedure for the prompt and equitable settlement of grievances. A grievance means any complaint by 1) any employee (s) concerning any matter relating to the employment of the employee; 2) the Union concerning any matter relating to the employment of any employee; or 3) 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 which are specifically excluded from the procedure:

- (1) Any claimed violation relating to prohibited political activities.
- (2) Retirement, Life Insurance, or Health Insurance.

- (3) A suspension or removal for national security reasons (Section 7532, Title 5, USC).
- (4) Any examination, certification of appointment.
- (5) The classification of any position which does not result in the reduction in grade or pay of the employee.
- (6) Removals for unsatisfactory performance under Section 4303 of Title 5, USC.
- (7) Termination of probationers and trial period employees.
- (8) Issues involving temporary employees.
- (9) An action terminating a temporary promotion.
- (10) Incentive awards, other honorary or discretionary awards, quality step-increase or non-adoption of a suggestion.
- (11) The substance of performance elements and standards.
- (12) Non-selection for promotion from a group of properly ranked and certified applicants.
- (13) Merit Promotion ratings for non-unit positions.
- (14) Issues/matters not within authority of Installation commander.
- (15) Actions taken as a result of failure to work time traded.
- (16) Actions taken as a result of splitting overtime shifts under Article 13.

Section b. Employee(s) utilizing the negotiated grievance procedure will have the right 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 a grievance under this procedure on his/her own behalf. In such cases, the Union will be afforded the opportunity to have a representative present, on official time, if otherwise in a duty status, during any and all formal discussions/meetings, between the Employer and the grievant(s) relating to the grievance filed. Employees are not entitled to any other form of personal representation.

Section c. If the employee(s), the Union or the Employer fails to elevate or prosecute 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, when warranted by circumstances, provided that a request for extension is presented prior to the end of the prescribed time limit. If an extension is granted, the party making the

request will be responsible for advising the Civilian Personnel Office what agreement has been reached.

Section d. 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 e. All grievances must be presented in writing within fifteen (15) calendar days after receipt or the notice of action, occurrence of the incident or knowledge of the incident ( whichever occurs first). All decisions rendered will also be in writing pursuant to the time limits outlined in this article.

Section f. Supporting Documentation and Evidence. Normally, evidence and supporting documentation which is relevant to the resolution of the grievance will be introduced at the first step of the negotiated grievance procedure, if available. New and additional evidence can be provided as it becomes available. For the purpose of this agreement, evidence includes but is not limited to both oral and written presentation of facts. Individuals attending grievance meetings will be allowed official time, if otherwise in a duty status, in accordance with the Federal Labor Relations Statute.

Section g. The Employer and the Union recognize that most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. In the spirit of cooperation, the parties agree to attempt to resolve issues before a grievance is filed.

Section h. The Union and the Employer agree that individual identical grievances will 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 will be binding on all others in the related grievances. No employee may initiate the same or substantially similar grievance as one previously submitted.

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

Section j. Employee initiated grievance procedures:

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 1 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 provision(s) of the 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; and (4) the name, address, and telephone number of the designated representative. The management official will consider the grievance and 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 receipt of the grievance.

Step 2. If the grievance was not answered to the grievant(s) satisfaction at step 1, the grievance may be presented by the employee and/or his/her designated representative to the next higher level of management within seven (7) calendar days after the decision rendered at the first step. The reviewing management official shall promptly review the grievance and shall notify the aggrieved employee(s) and/or the designated representative in writing of the decision, no later than ten (10) calendar days following the receipt of the grievance.

Step 3. If the grievance is not settled at the second step, it may be submitted in writing to the Support Group Commander within five (5) calendar days after receipt of the step 2 decision. The Commander or designee shall render a written decision within twenty (20) calendar days after receipt of the grievance. The decision shall be provided to the employee, or his/her union representative and the supervisor concerned.

Step 4. If no settlement is reached at Step 3, the Union within fifteen (15) calendar days may invoke arbitration pursuant to Section n of this article.

Section k. Grievances between the Union and the Employer shall be processed in the following manner:

- (1) Union Grievances. The Union may initiate a grievance by submitting it in writing to the Fire Chief. The Union President or designee will meet with the Fire Chief or designee within ten (10) calendar days of the written submission, and the Fire Chief will render a written decision within ten (10) calendar days after the meeting. If the decision is unacceptable, the matter may be submitted to Arbitration in accordance with Section n of this Article.
- (2) Employer Grievances. Employer grievances are submitted in writing by the Commander, the Fire Marshal or the Civilian Personnel Officer to the local President. The Representative of the Employer and the Union President or designee will meet within ten (10) calendar days of the written submission, and the Union President or designee will render a written decision within ten (10) calendar days after the meeting. If the decision is unacceptable, the matter may be submitted to Arbitration in accordance with Section n of this Article

Section l. The same issue may not be processed twice under separate Sections of this Article.

Section m. Nothing in this Agreement shall be so interpreted as to require the Union to represent a Union employee in processing a grievance, or to continue to represent him/her, if the Union considers the grievance to be invalid or without merit.

Section n. If the Employer and the Union fail to settle any grievance under the negotiated grievance procedure, such grievance, upon written request by either party within fifteen (15) calendar days after issuance of the Employer's or Union's final decision, shall be submitted for arbitration. The request will be in writing and will include the issue(s). This request will be submitted to the other party. Any decision under this Article that is not referred to arbitration is final.

Section o. Within seven (7) working days from the date of the request for arbitration, the parties shall in writing jointly request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven impartial persons qualified to act as arbitrators. The parties shall meet within five (5) calendar days after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list and will then repeat this procedure. The remaining person shall be the duly selected arbitrator.

Section p. The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case if for any reason the Employer or Union refuses to participate in the selection of an arbitrator.

Section q. After selection of an arbitrator, the Employer and the Union will review the issue(s). If the parties fail to agree on a joint submission of the issue for arbitration, each shall forward a separate submission at the hearing and the arbitrator shall determine the issue or issues to be heard. The list of witnesses will be provided to the arbitrator when notified of the issue.

Section r. The parties agree that the issue(s) to be arbitrated shall be no broader in scope than the issue(s) presented during the grievance procedure. 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 s. The parties may jointly request and share the cost of a verbatim transcript, or the Union or Employer may request and pay for an individual transcript. 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. The losing party will pay 60% of the cost of the arbitration. When the losing party cannot be easily determined, the arbitrator will prescribe each party shall pay equally. The total cost of

such fees and expense shall not exceed the amount authorized by laws, regulations, and directives of appropriate authority. Specifically, travel and per diem costs shall not exceed the maximum permitted under Volume 2 of the Joint Travel Regulations and will be broken out from the rest of the arbitrator's cost. The arbitration hearing will be held, if possible, on the Employer's premises between 0800-1600. Current Air Force employee, who would otherwise be in a duty status, shall be excused from duty in order to participate in the arbitration proceedings without loss of pay or charge to annual leave.

Section t. The arbitrator will be requested to render a decision as quickly as possible, but preferably within thirty (30) calendar days of the hearing.

Section u. The arbitrator's award shall be binding on the parties. However, either party may file exception to an award with the Federal Labor Relations Authority under regulations prescribed by the Authority. Should either party desire to file an exception to an arbitrator's award, they should do so and provide the other party with a copy of the exception.

Section v. Absent a negative arbitrator's decision upon the arbitrability of a grievance, the arbitrator shall hear arguments regarding both the arbitrability and the merits of the case at the same hearing. However, the parties if mutually agreed to, may in some instances such as highly complex cases which would involve several days of hearing, reschedule with the arbitrator to hear the merits of the case.

## ARTICLE 10 REDUCTION IN FORCE/CONTRACTING OUT/FURLOUGHS

Section a. Prior to official notification of employees and as early as feasible, the Union will be informed of any reorganization, transfer of function, reduction in force or contracting out which will adversely affect unit employees. The Employer and the Union recognize the importance of informing the employees of the basis and reasons for a reduction in force. The Employer further agrees to give the Union a reasonable amount of time to meet with the Personnel Officer or his/her designated representative, to express its views and position regarding the reduction in force.

Section b. In the event of a reduction in force, existing vacancies shall be utilized to the maximum extent feasible to place qualified employees who otherwise would be separated from the service. Laws, rules, and regulations governing reduction in force will be administered by the Air Force Personnel Center.

Section c. AFPC will be responsible for implementing Department of Defense Priority Placement procedures.

Section d. Repromotion consideration for employees who have been demoted through reduction in force will be administered by the Air Force Personnel Center under governing directives.

Section e. It is agreed that an employee of the unit who elects to take a demotion in lieu of a reduction in force action must be able to perform satisfactorily the duties of the lower position. The determination as to whether an employee can satisfactorily perform the duties of the lower position rests with the Air Force Personnel Center.

Section f. In the event a reduction in force is implemented, the Union will have the right to submit a request through the Civilian Personnel Office to review sanitized retention registers relative to reduction in force actions affecting employees consistent with applicable laws and regulations.

Section g. Furloughs. In the event the Employer determines a furlough is required, the following procedures apply:

- (1) The Union will be informed in advance of :
  - (a) The reason for the furlough.
  - (b) The expected length of the furlough.
  - (c) An estimation of the number of employees affected by the furlough.
- (2) The parties recognize that all personnel actions will be accomplished by the Air Force Personnel Center.
- (3) Unless the furlough results from unforeseeable circumstances, employees will normally receive at least thirty (30) days advance written notice of the furlough, will be given at least seven (7) days to answer orally and/or in writing, and will receive a written decision prior to being furloughed.
- (4) An employee and the Union Representative, if designated by the employee, will be authorized a reasonable amount of official time to review supporting material, seek assistance, secure affidavits and other documentary material and prepare and make their reply.
- (5) Reduction in force procedures will be used when it is anticipated the furlough will exceed thirty (30) days.

ARTICLE 11  
CHARITY DRIVES

Section a. The Employer and the Union agree to encourage civilian employees to contribute to worthwhile charitable organizations, in accordance with applicable regulations, and to purchase U.S. Savings Bonds, as part of their personal responsibility as citizens in the communities in which they live and work.

Section b. The Union may nominate a representative from each shift. Management will determine who will act as coordinators for fund raising programs conducted in accordance with governing regulations on fund raising within the Federal service for voluntary health and welfare agencies and by current Air Force regulations.

Section c. Management agrees to consider individual requests for charity drives which will be submitted in writing through the Civilian Personnel Office to the Installation Commander. The written request will include the organization sponsoring the drive, time, place, charity function, and what base facilities are required.

## ARTICLE 12 SAFETY AND HEALTH

Section a. The Employer will assure that safe and healthful working conditions are provided for bargaining unit employees that are consistent with the provisions of applicable laws and regulations pursuant to Article 3 of this agreement. To this end, the Employer agrees that the Dobbins ARB's Fire and Emergency Services Program will comply with AFRC Instructions, DOD/USAF Instructions, Fire Department OI's, adopted NFPA Standards and OSHA Regulations whichever is more stringent. The compliance will be implemented as soon as possible under circumstances involved. The Union agrees to cooperate with the employer by encouraging unit 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 b. The Employer agrees to staff and operate all required Fire Apparatus pursuant to the provisions of higher authority, laws, rules, and regulations. The Employer further agrees to notify the Union in writing in the event that they propose to permanently reduce the manning/staffing levels below the minimum requirements. The Union will be provided copies of all requests for waivers and supporting documents initiated by the Employer in addition to any approved waivers granted by the Secretary of the Air Force and/or his designated representative upon request.

Section c. The Union recognizes that it is the responsibility of each unit employee to observe safe work practices. Therefore, the Union agrees to promote the maintaining of an effective and continuous accident prevention program by ensuring unit employees obey all safety and health rules and to work in a safe manner. In cases where an employee alleges a condition exists that is detrimental to the health and/or safety of the employee or others, that employee should make a report indicating such conditions to his/her immediate supervisor for action. The Employer shall take prompt action to ascertain the facts upon receiving the report from the bargaining unit employee. Furthermore, should there be a degree of authenticity to the report, appropriate action will be taken to abate the unsafe/unhealthy condition.

Section d. Protective clothing and equipment furnished to unit employees will meet the requirements of 29 CFR 1910 and NFPA 1500 Standards. Employees shall be responsible for the condition of items furnished and return of such items as required by the Employer. The Employer agrees to replace protective clothing and equipment, when worn out. This equipment includes, but is not limited to , firefighter's protective clothing, SCBA masks, pass devices, prescription safety glasses for SCBA masks, eye protection, hearing protection, and Nomex hoods. If coveralls are provided, they shall be in compliance with NFPA standards. Additional equipment may be provided after the Employer has determined that it is required by regulatory guidance, as needed.

Employees will not normally be required to share any part of his/her bunker gear and/or protective equipment with another employee, except air packs.

Section e. The Employer shall provide training as deemed appropriate by the Employer in accordance with applicable laws and regulations, on safety and industrial health matters relating to the work environment; this includes but is not limited to the use and proper maintenance of protective clothing, devices and equipment. Extreme weather conditions will be considered when scheduling drills/training. In the event of the introduction of new technology or other changes in work processes, the Employer agrees to provide all affected employees with proper training, that it determines necessary, prior to implementing the new technology and/ or work process.

Section f. The Employer shall provide for the inspection and testing of the structural integrity and safety of the apparatus and equipment utilized by the fire service at Dobbins ARB in accordance with applicable standards. The results of these tests will be made available to the Union upon request. The Employer agrees to take prompt and appropriate action when an unsafe condition involving apparatus and/or equipment is reported to or observed by the Employer. The assigned lead firefighter is responsible for notifying the Employer immediately upon identification of a possible deficiency in the operation of his/her vehicle.

Section g. The Employer shall conduct an occupational health (Medical Surveillance) program, in accordance with applicable standards, rules and regulations, to assist all employees in maintaining optimum health on the job. Unit employees shall be given medical and physical evaluations that will meet all the requirements of NFPA and will be reevaluated annually by the 94 Medical Squadron/ Aeromedical Council. To this end, the parties agree that the physical examination will normally include but not be limited to pulmonary function test, blood work (as prescribed by NFPA 1582), physical examination by MD, review of history, auditory, and necessary immunizations.

The employer agrees, that after the initial medical physical by the Employer upon being hired, employees may have the option of taking their yearly physical by personal physician (at the employee's own expense) or the Employer's physician. However, the private physician must meet all of the Employer's regulatory requirements. Those tests that cannot meet this requirement will be done by the Employer's physician. The employee must provide the results of the physical to the 94 ASTS thirty (30) days prior to their required yearly physical. All physical examination results will be annotated on the appropriate Department of Air Force forms.

In addition, the Employer agrees that all employees, who so desire, will be inoculated for Hepatitis B. These requirements will be reviewed annually by the 94 Medical Squadron/Aeromedical Council. If exposure occurs to blood or body fluids, there will be post exposure follow-up conducted by a MD. At this time HIV testing will be performed, if necessary, pursuant to applicable regulations.

Section h. The Employer agrees that employees subjected to infectious diseases, hazardous substances, toxic fumes, epoxy paint, radiation, etc., in the line of duty shall be given an appropriate physical evaluation as required as soon as practicable. The Employer will maintain an up-to-date Hazardous Materials Exposure Record for all employees. The Employer will welcome suggestions from the Union and employees which offer practical and economically feasible ways of improving safety conditions in Dobbins ARB Fire Department.

Section i. The Employer agrees to establish a Joint Labor-Management Safety Committee for the purpose of addressing Fire Department Safety issues in accordance with governing directives.

Section j. Rehabilitation During Emergency Operations. The Employer shall maintain an awareness of the condition of members operating within their span of control during an emergency and ensure that adequate steps are taken to provide for their safety and health. The incident commander shall consider the circumstances of each incident/hazardous stand-by and make suitable provisions for rest and rehabilitation of employees operating at the scene. These considerations will include medical evaluation and treatment, food and fluid replenishment, and relief from extreme climatic conditions, according to the circumstances of the incident/hazardous stand-by.

### ARTICLE 13 HOURS OF WORK/ OVERTIME/CHANGING AND EXCHANGING TOURS OF DUTY/EARLY RELIEF

Section a. **HOURS OF WORK.** The normal pattern of duty is a two shift system (A&B) each shift alternating 24 hours of duty. Changes to the existing tour of duty will be negotiated to the extent required by law. The workweek shall normally consist of an average of 72 hours. Each shift will normally consist of at least eight (8) hours of actual work plus standby time in accordance with governing regulations.

Section b. For the purpose of this agreement, an employee is in “Stand By” status only at times when (s)he is not normally required to perform actual work. The Employer agrees to guard against scheduling “actual and/or make-work” during the employees standby/sleep period. The total period for standby and sleep time shall not normally exceed sixteen (16) hours within a work shift unless directed by the supervisor. Actual work and standby status will be administered in accordance with governing regulations and directives. Examples of actual work and standby status are as follows:

(1) An employee is performing actual work when required to stand roll call, inspecting and maintaining fire apparatus and fire suppression devices located throughout the activity, inspecting buildings and areas, giving and receiving job related training, being present at meetings and formal gatherings, being present at “hot work” and other types of operations where the danger of fire or other related emergencies is present, preparing and maintaining reports, suppressing fires, and conducting operations connected therewith, housekeeping, physical fitness, preparing for and standing inspections, monitoring the work of others, and performing other job related duties assigned by the Employer.

(2) An employee is in “Standby” status only at times when he/she is not required to perform actual work and is free to eat, sleep, read, listen to the radio, or engage in other similar pursuits. If work assignments are required during periods of standby time, the Employer agrees it will be accomplished as expeditiously as possible.

Section c. Productive type work and training will normally be scheduled between 0800-1600 hours daily. Alarm room duties will be on a continuous basis as assigned. Concerned employees will be notified when training is necessary after 1600 hours. When training is scheduled after 1600 hours, standby time will be granted for the period of time which was spent in training, not to exceed two (2) hours. Night training will include pre-drill, and post drill critique; therefore, two (2) hours of standby will be granted 1400-1600 hours same scheduled shift for night training.

Section d. In the interest of maintaining morale and good employer-employee relations, management will refrain from assigning incidental duties to employees which management determines are inappropriate to their position or to their abilities.

Section e. Volunteers may participate in base beautification programs by maintaining areas around their facility by policing grounds, cutting grass, planting flowers, and pruning of shrubs to present a neat appearance. Keeping the area immediately adjacent to facilities neat and trim is just one of the many ways the work force can demonstrate pride in their organization. This practice is by no means intended to cause undue hardship on any employee, but is meant to ensure that the work force has pride in the facilities they work and live in.

Section f. **OVERTIME.** The Union agrees that the administration of any necessary overtime work (including the nature of the work, the need for specific knowledge, skills and abilities, and the number of employees required) is solely a function of management. Procedures for the administration of overtime will be set forth in a Fire Department publication.

Section g. The Union recognizes the right of the Employer to require employees to perform overtime work when necessary to accomplish the mission activity unless;

(1) The additional work would impair the health of the employee or,

- (2) The additional work would create an extreme hardship upon the employee or,
- (3) The Employer determines that the employee has a valid excuse for being relieved from the overtime duty and other arrangements can be made to fill the position. Requests to be excused must be presented in writing as far in advance as possible.

Section h. Employees who are called back to work outside and unconnected with his/her regular scheduled hours of work shall receive at least two (2) hours of call-back overtime pay and any other pay in accordance with applicable statutes.

Section i. Employees who are filling a 24-hour overtime assignment will have the option of splitting the shift with one other employee. The employee scheduled to work the second part of the shift is responsible for contacting the shift supervisor, or designee, prior to reporting for work to ensure coverage is still needed. Employees who fail to comply with this provision will not be authorized any compensation in the event that they report to work and no overtime is needed. Any disagreement or difficulties arising from split shifting are solely the responsibility of the employees involved, and are not grievable under article 9 of this agreement.

Section j. If manning rises above minimum levels, employees performing overtime will be released.

Section k. Employees shall not be denied the right to work his/her regular scheduled shift hours in order to compensate or offset overtime hours already worked outside of the regular shift, except with the concurrence of the employee.

In accordance with applicable rules and regulations, employees will not be required to earn compensatory time in lieu of overtime. Employees may elect; however, to receive compensatory time for overtime worked. An employee may split compensatory time in one (1) hour increments.

### **CHANGING/EXCHANGING TOURS OF DUTY**

Section l. **TRADING OF KELLY DAYS.** Individual employees with the approval of the shift supervisor may trade Kelly Days with another employee by utilizing the in-house standard form, and submitting said request to their supervisor. Such exchanges shall not result in either working more or less than his/her total scheduled duty hours during a pay period or create a situation in which one or both employees would be entitled to additional compensation of any kind.

Section m. **TRADING OF TIME.** It is understood and mutually agreed to by the parties that the common practice of "Trading of Time" between employees to substitute for one another on regularly scheduled tours of duty (or some part thereof) in order to permit an employee to be absent from work to attend to purely personal pursuits will be

permitted, provided there is no affect on hours of work and that the following conditions are met:

- (1) The Trading of Time is done “voluntarily” by Fire Department employees participating in the program and not at the behest of the Employer.
- (2) A record of all Trading of time is maintained by the Employer.
- (3) An employee who exchanges duty time must be fit for duty when reporting for work.
- (4) All time traded must be repaid within the same pay period. All time traded after 2400 hours will be for the remainder of the scheduled work shift.
- (5) A complete and explicit turnover of responsibilities shall be made between the off-going and on-coming employee at that time.
- (6) Exchanges will be between employees with the same qualifications.
- (7) Employees who wish to trade time will submit a written request to the appropriate on-duty supervisor, or designee, 2 shifts prior to the desired trade. Under extenuating circumstances, exceptions will be considered on an individual basis. The request will specify the exact dates and times for the trade as well as the name of the individual with whom he/she will trade his/her time. The supervisor, or designee, will approve/disapprove the request based on the provisions of this article and maintain a record of all time traded. Requests will not be disapproved arbitrarily. Disapprovals, with justification therefore, will be provided in writing upon request of the employee.
- (8) It is understood that since the exchange of time is voluntary, between the employees who trade, if , as a result of an exchange or a proposed change between two employees, the employees disagree with each other regarding the terms of the exchange, those employees must resolve the disagreement by themselves. Any employee failing to repay the time traded, without submitting a valid reason, shall lose the privilege of trading time for one (1) year and shall be charged leave. The parties agree that the provisions of this Article and the penalty outlined above is not grievable under the Negotiated Grievance Procedure, Article 9.

Section n. **EARLY RELIEF.** Management agrees to support the concept of early relief practice among employees engaged in fire fighting activities, to permit the relief of an employee on a shift or tour of duty by an employee scheduled to work the next succeeding shift or tour of duty. Such early relief may occur only pursuant to voluntary employee agreement. Such exchanges shall not result in either working more or less than his/her total scheduled duty hours during a pay period or create a situation in which one or both employees would be entitled to additional compensation of any kind. The following guides are established for early relief:

(1) Employees reporting in on Early Relief will be required to report to the shift supervisor or his designees on duty with the firefighter being relieved.

(2) Early Relief is limited to one (1) hour or less. Early Relief requires supervisory approval. The supervisor will not withhold the approval arbitrarily.

(3) Early Relief will not be granted if it cannot be paid back within the same pay period.

ARTICLE 14  
INJURY COMPENSATION, LIGHT DUTY, AND PUBLIC SAFETY OFFICERS  
BENEFIT ACT

Section a. It is recognized that from time to time, unit employees may be exposed to job related and non-job related injuries and/or illnesses that may not permit them to physically perform their assigned duties and/or responsibilities. All unit employees suffering from job related and/or non-job related injuries and/or illness are encouraged to seek out and obtain the appropriate medical treatment from a qualified health care provider. Actions resulting from job related injuries/illnesses will be taken in accordance with governing regulations to include 5 USC 8101, NFPA 1582 and this AGREEMENT. Actions resulting from non-job related injuries/illnesses will be taken in accordance with 29 CFR 1614, NFPA 1582 and this AGREEMENT. To this end, the following terms and conditions have been established to assist those unit employees exposed to a job related an/or non-job related injury or illness:

**(1) Job Related Injuries and/or Occupational Diseases.**

(a) Unit employees that experience a job related injury or illness, must report such injury and/or illness to his/her appropriate on-duty supervisor, seek proper medical attention and complete the necessary paperwork for work related injuries and/or illnesses.

(b) When an employee of the unit is seriously injured and/or becomes seriously ill as a result of his/her employment activity, the Officer-In-Charge will request the response of appropriate emergency medical care providers and will assure transportation to the appropriate medical facility that can provide the necessary care and treatment to the employee. The Employer further agrees, that when a unit employee becomes seriously ill or is seriously injured while on duty, the employee's next of kin will be notified as soon as practicable.

(c) It is agreed that unit employees who incur any job related injury or illness will complete the appropriate form (CA-1 for injuries; CA-2 for occupational diseases) in a timely manner, normally within two (2) calendar days of the incident. It is the employee's responsibility to keep the Employer informed of his diagnosis and prognosis and their expected return to duty. Notification of an employee's supervisor concerning the employee's status will be the same as for sick leave pursuant to article 17 of this AGREEMENT. Employees will submit form CA-17 as expeditiously as possible in order to aid in resolving work status.

(d) If the employee is incapacitated because of his job related injury or illness, the Employer and/or employee's designated representative (if designated) will prepare the appropriate form in the employee's behalf. In all cases where a CA-1 or CA-2 is completed by the employee, the Employer will complete the official supervisor's report to insure that any known witnesses to the accident provide signed statements. Normally, on the first day of any lost time accident, the Employer shall notify the appropriate representative in CPF so that a claim under FECA can be initiated.

(e) An employee who is injured or suffers an occupational disease in the performance of his duties will be compensated in accordance with governing directives. The Employer agrees to counsel the employee on the procedures for filing claims and the benefits to which he is entitled. Time spent for medical examination and treatment at the dispensary, clinic and/or any other medical facility during work hours for a job incurred injury or any disease caused by employment will be considered as time spent in a duty status. The employee will be carried in a pay status for all time spent in securing examination and undergoing treatment to the extent of his scheduled (regular/overtime) tour, in which the injury/disease occurred.

(f) The employer agrees to forward claims for injury compensation in accordance with rules issued by the Office of Workers' Compensation Program (OWCP), in accordance with FECA. The Employer will insure that any injury reports are forwarded promptly to OWCP.

(g) If a unit employee is transferred to another shift while on compensation, the employee may request return to the previously assigned shift by making such request in writing to the Fire Chief. The Fire Chief shall normally reply to the request in writing within seven (7) calendar days of receipt of such request.

(h) Unit employees that have been absent from duty for a medical condition resulting from a job related injury/illness of a nature or duration that may affect his/her return to full duty shall be evaluated by the Employer's (Fire Department's) physician prior to returning to full duty. The Fire Department physician shall not medically certify the unit employee for return to duty if any medical condition specified in NFPA 1582 Standard is present. If a medical condition is noted by the Fire Department physician, then the employee will be sent home on Continuation of Pay, may be placed on a light duty assignment pursuant to this Article or placed on some other appropriate absence. The employer agrees that the Fire Division's physician shall take into account the

employee's current duty assignment and alternative duty assignments (light duty) or other programs that would allow an employee to gradually return to full duty.

(i) Injuries and/or illnesses of permanent basis (job related and on-job related), that restricts and/or prohibits the employee from performing his/her full range of duties and responsibilities will be processed pursuant to the applicable provision(s) of FECA, 29 CFR 1614, 5 CFR 339, NFPA 1582, and this AGREEMENT. The Employer will attempt to make "Reasonable Accommodations, for the affected employee pursuant to this Article. If the Employer is unable to make reasonable accommodations, the employee will be removed from the position and may apply for a disability retirement.

(j) Public Safety Officers' Benefit Act (PSOB). The PSOB is a law under which a claimant, who has a certain relationship to a Fire Fighter, who dies because of firefighting activity, may be entitled to a monetary benefit. The Department of Justice, Bureau of Justice Assistance, Public Safety Officers' Benefits Division administered the program. Fire Fighters are advised to keep potential claimants, (i.e., spouses, children, and/or parents) informed. A claim for death benefits must be filed within one year and medical evidence may be required to support the claim. The Employer and the Union will provide any information they maintain to allow for a determination of whether the death should be considered the direct and approximate result of a personal injury sustained in the line of duty. The Employer and the Union will assist claimants.

## **(2) Non-Job Related Injuries and/or Illnesses.**

(a) Consistent with mission requirements unit employees that experience non-job related injuries and/or illnesses that does not permit them to physically perform their assigned duties and responsibilities may be permitted to utilize their sick leave, annual leave, donated leave, or leave without pay or any combination thereof pursuant to Article 17 of this AGREEMENT.

(b) Unit employees shall be required to furnish a medical certificate to substantiate a request for approval of leave when leave exceeds two consecutive 24 hour duty periods. (Three (3) consecutive workdays for employees not on a 24 hour duty period)

(c) In accordance with applicable rules and regulations, sick leave may be advanced to an employee in cases of serious illness or disability.

(d) In cases of sudden illness or medical emergency (not related to their employment) incurred during duty hours, unit employees may be referred to the Fire Division's physician for medical evaluation. The Fire Division's physician shall determine whether the employee is incapacitated for duty hours remaining in the scheduled workday. If the employee is sent home by the attending physician, the employee may take sick leave, annual leave, leave without pay, or any combination thereof the remainder of the scheduled workday and may be required to provide medical

documentation pursuant to Article 17 of the AGREEMENT. Employees covered by a Letter of Requirement will be required to provide a medical certificate pursuant to the terms and conditions of their Letter of Requirement

(e) Unit employees that have been absent from duty for a medical condition resulting from a non-job related injury/illness of a nature or duration that may affect his/her performance shall be evaluated by the Employer's (Fire Department's) physician prior to returning to full duty. The Fire Department physician shall not medically certify the unit employee for return to duty if any medical condition specified in the NFPA 1582 Standards is present. If a medical condition is noted by the Fire Division's physician, then the employee will be sent home. At this point, the employee will be authorized to take sick leave, annual leave or leave without pay (or any combination thereof) the remainder of the scheduled workday or may be placed on light-duty pursuant to this Article.

Section f. Light Duty. The parties agree that the policy of Dobbins ARB is to make "Reasonable Accommodations" of known physical or mental impairments of unit employees as long as their services can be used effectively and will not cause harm to themselves or others. To this end, the Employer agrees to make reasonable accommodations to the known physical or mental impairments of unit employees. Reasonable accommodations may include job restructuring, part-time or modified work schedules or shift changes, acquisition, or modification of equipment or devices and/or other similar action(s). The duration of a reasonable accommodation will be made on a case-by-case basis. Based on the medical documentation provided by the employee and whether or not the duration of the accommodation is reasonable under the circumstances. If the Employer is unable to make reasonable accommodations for unit employees with physical and/or mental impairment or if the employee refuses to accept the reasonable accommodation, they will be removed from the position. Until the removal is effective, the employee will be permitted to utilize annual, sick leave, leave without pay or any combination thereof.

## ARTICLE 15 STATION UNIFORMS AND GROOMING FOR FIRE FIGHTERS

Section a. This Article sets forth the terms and conditions for providing, maintaining, and wearing of the station uniform and protective footwear (safety shoes) for the bargaining unit employees.

Section b. Requirements. The requirements and conditions for the station uniform for bargaining unit employees will be in accordance with the provisions of DOD Instruction 6055.6 (for uniform material), AFI 36 801, NFPA 1975 Standards, SOP, and this AGREEMENT.

Section c. Uniform Allowance. Employees will be provided a uniform allowance in accordance with applicable laws, rules, and regulations.

(1) Initial Allowance. The purpose of the initial uniform allowance is to help pay the initial cost of the required uniform for employees. The initial allowance shall be the maximum amount allowable by law and/or agency regulations annually. The initial uniform allowance shall be provided to newly hired employees, who are entitled, within thirty (30) days after they have been hired. If an employee retires, resigns, or for other reasons cease to remain in a job subject to the same uniform requirements, the employee shall be entitled to retain one-fourth of the payment thereof, for each quarter(s) he remained on the job. The balance of the annual payment must be recovered from the employee.

(2) Replacement Allowance. The purpose of the replacement uniform allowance is to help pay for the replacement of work uniform parts. The replacement allowance shall be the maximum amount allowable by law annually. The replacement allowance shall be paid to employees annually. Normally, the annual allowance shall be paid to the employees no later than 1 February each year.

Section d. Accessories. Accessories for the Station Uniform shall consist of Hat Badge, Breast Badge Collar Devices (associated with their assigned position), Emblems, Shoulder Patches, and the American Flag. The Employer agrees to provide these accessories to all employees.

Section e. The parties will attempt to develop a uniform policy for unit employees. Full uniform will be required upon leaving the fire station for performance of official duties (e.g. change of commands, public education events, and official ceremonies).

Section f. Safety shoes for bargaining unit employees will be supplied by the Employer as needed and will comply and meet the Standards of NFPA 1974. During the performance of actual work, safety shoes must be worn at all times unless the employee has been expressly authorized to wear alternate foot wear by the Employer.

Section g. The Employer agrees to provide and maintain Fire Department Patches for the uniforms of employees. Employees will be allowed to wear the highest level of Fire Protection Certification on the right sleeve. Example: EMT, Firefighter III, Haz-Mat, etc.

Section h. Members of the unit will conduct themselves in a professional manner so as to reflect credit on themselves and the unit, and to further a positive image of the Fire Service.

Section i. The union will cooperate with and support management's efforts to achieve and maintain high standards of personal appearance, dress, and self-discipline among all personnel in the unit.

Section j. In recognition of the fact that higher standards of personal appearance apply to Fire Service personnel than to non-uniform employees the following standards are prescribed:

(1) Neat appearance clothes cleaned, pressed and in a high state of repair, shoes shined, cap worn squarely on the head and tie neatly tied where required.

(2) Hair must be clean and neatly shaped. It may not extend below the lowest part of the ear or below the bottom of the collar in back when the individual is standing. Bush, Afro, or other similar hair styles will be worn in moderation so long as these styles do not interfere with the wearing of safety equipment or the uniform hat.

(3) The face shall be clean shaven except that mustache is permissible subject to the restrictions below. Beards are not permitted.

(4) Sideburns are permitted subject to the following conditions:

(a) Sideburns may not extend more than one (1) inch below the bottom of the ear lobe; (but in no case may they extend below the jawbone).

(b) Sideburns will be neatly trimmed and even in width.

(c) Under no circumstance will any sideburns be permitted if such sideburns interfere with the proper fitting and functioning of the self-contained breathing apparatus.

(5) Mustaches are permitted subject to the following conditions:

(a) Mustaches must be trimmed so as to leave the lower lip visible when the mouth is closed;

(b) Mustaches may not interfere with proper fitting and functioning of the self-functioning breathing apparatus.

Section k. Employees who produce medical documentation which indicates that they suffer from a temporary condition that prevents shaving may be considered for duties which do not require the use of self-contained breathing apparatus.

Section l. In the event an employee does not meet the governing requirements of this agreement he will be given the opportunity to immediately correct the deficiency or be released from duty.

ARTICLE 16  
MERIT PROMOTION

Section a. The Union and the Employer agree that actions to fill vacant unit positions will be accomplished in accordance with the Dobbins Merit Promotion Plan.

Section b. Merit Promotions is a means of consideration of filling a vacancy. The Employer may consider candidates and make selections from any appropriate source.

Section c. The parties fully support the policy of employee promotion without regard to age, sex, race, color, handicap, religion, or national origin.

Section d. The basic qualification standards and changes thereto will be maintained in the Civilian Personnel Office and will be available for review by the Union, employee representative, or employee.

Section e. Employees may submit update(s) to their work experience by submission of a SF 172 to AFPC through the Dobbins Civilian Personnel Office.

Section f. Any employee who believes that his/her experience was not properly credited under the governing qualifications standards that (s)he was incorrectly ranked, or that the terms of the merit promotion regulation or plan were not followed, and as a result (s)he was deprived of promotional consideration, must discuss this initially with the Civilian Personnel Office within seven (7) calendar days after the date the employee becomes aware of the alleged error. All efforts should be made to obtain an informal resolution. If an informal resolution cannot be obtained, the employee may file a grievance under the negotiated grievance procedure.

Section g. When a written grievance is filed, the employee and his/her representative may submit a request to review all records used as a basis for ranking and selecting employees for any promotion action, consistent with provisions of applicable rules and regulations. The request must be submitted through the Dobbins Civilian Personnel Office to the AFPC.

Section h. Employees shall be given the following information regarding filling of position vacancies from the Civilian Personnel Office upon request:

(1) Whether the employee was considered for promotion and if so, whether eligible or ineligible,

(2) Whether the employee was referred for consideration,

(3) Who was selected for the promotion,

(4) The supervisor will provide, if requested, in what areas, if any, the employee should improve to increase his/her chances for future promotions.

## ARTICLE 17 LEAVE POLICY

Section a. Annual Leave. It is understood that the knowledge, skills, and abilities of the employee and the needs of the fire service shall be considered by the appropriate on-duty supervisor when making a determination that an employee's services can be spared in connection with a request for annual leave. The final determination as to the time and amount of annual leave granted at any specific time rests with the supervisor authorized to approve leave. In so far as work conditions permit, previously approved annual leave will not be denied unless there is a justifiable and valid reason, such as emergency workload, the unexpected absence of other employees, or alert conditions.

(1) Holiday Annual Leave. Consistent with the workload and manning requirements, the Employer agrees that the granting of annual leave on Federally recognized holidays shall be as liberal as practical.

(2) Vacation Annual Leave. For the purpose of this article, Vacation Annual Leave is absence on annual leave **which is projected during the initial phase of scheduling. Vacation Leave has priority over incidental leave.** Requests for vacation annual leave will be submitted by 1 December of each year. Each employee will have the opportunity to schedule up to two (2) consecutive calendar weeks of vacation annual leave per calendar year. Once the Vacation Annual Leave has been submitted by the employees, a tentative schedule will be prepared for review and use in submitting requests for Incidental Annual Leave.

(3) Incidental Annual Leave. For the purpose of this article Incidental Annual Leave is scheduled prior to the beginning of the leave year, and may include short periods of duration and/or individual days. Incidental leave will be selected immediately following the approval of Vacation Annual Leave and will be accomplished by the same process. Once the annual leave has been scheduled for the calendar year, all additional leave will be scheduled on a first-come first-serve basis. The Union agrees that additional annual leave should be scheduled prior to the beginning of the employee's scheduled shift and as far in advance of the absence as possible.

(4) When conflicts arise in scheduling leave and the conflicts cannot be resolved by mutual agreement, seniority (SCD for leave) will govern.

(5) Emergency Annual Leave. Absences for emergency reasons, except where circumstances prevent, will be reported to the Duty Assistant Chief, or designee, before 0630. A bargaining unit employee requesting emergency annual leave while on duty will be released when warranted by the circumstances. If the absence extends beyond one workday, the employee shall keep the shift supervisor informed of the situation and probable date of return to work. The Employer will make the final determination as to the existence of the emergency and the approval or denial of leave. This determination may be delayed until employee returns to duty. In the case of a death in the immediate family, an employee will be granted annual leave, sick leave, or leave without pay in accordance with governing laws and directives.

Section b. Employees shall **be granted sick leave in accordance with governing directives to include Family Friendly Leave Act (FFLA) and Family Medical Leave Act (FMLA).**

**(1) Sick leave may be used for the following reasons:**

(a) Employee is incapacitated for performance of their duties by sickness, injury, pregnancy and confinement, medical, dental, or optical treatment.

(b) Employee provides care for a family member as a result of physical or mental illness, injury, pregnancy, childbirth, or medical, dental, or optical examination or treatment.

(c) Employee makes arrangements necessitated by the death of a family member or attends the funeral.

(d) Employee's presence on the job would jeopardize the health of others because of exposure to a communicable disease.

(e) Employee is absent from duty for applicable purposes relating to the adoption of a child.

(f) or when a member of the employee's immediate family is afflicted with a contagious disease and the presence at work of the employee would jeopardize the health of others.

(2) The employee shall notify his/her shift supervisor or designated representative of his/her incapacitation for duty as required by applicable rules or regulations. Employees will notify the on-duty supervisor before 0630, **except where circumstances prevent.** If the employee is incapable of reporting his/her absence personally, the employee will make every effort to have his/her shift supervisor notified by a responsible party. Upon return to work, the employee will, upon request, provide his/her shift supervisor, or designee, with the reason for not personally reporting the absences. An employee will notify his/her shift supervisor, or designee, of the anticipated length of

absences caused by illness, injury, or disease. Employees will call daily for sick leave unless other arrangements have already been made with the shift supervisor, or designee, because of an extended medical reason. Any anticipated length of absence, which must be extended for medical reasons will be reported to his/her shift supervisor, or designee, as soon as possible.

(3) Approval for sick leave for prearranged medical appointments will be secured from the appropriate supervisor, as far in advance as possible, normally at least one (1) tour of duty in advance of the absence. In so far as possible, employees should schedule those appointments for non-duty days. Each employee is expected to use the minimum sick leave necessary for obtaining treatment normally not to exceed eight (8) hours for pre-arranged medical appointments.

(4) Employees shall be required to furnish a medical certificate to substantiate a request for approval of sick leave when sick leave exceeds two consecutive 24 hour tours of duty (three consecutive workdays for employees not on a 24 hour duty period). In lieu of a medical certificate, the employee's signed statement explaining the nature of the illness or injury may be accepted when it is unreasonable to require a medical certificate.

(5) In accordance with applicable rules and regulations, sick leave may be advanced to an employee. The parties agree that the Employer may grant advance sick leave for rehabilitation purposes.

(6) The Employer agrees that when an employee becomes seriously ill or is seriously injured while on duty, the employees next of kin will be notified as soon as practicable in accordance with applicable regulations. The Employer agrees to provide transportation to the proper medical facilities when an employee needs emergency medical care.

(7) If the examining medical official determines that an employee is not fit for full duty after reporting for work, the employee will be relieved from duty. The employee will be responsible for arranging transportation in those cases where the employee's health or welfare is not in jeopardy.

(8) Employee Counseling. The Employer and the Union recognize Alcoholism as a treatable illness. Furthermore, both parties are committed to aiding employees who request assistance in obtaining counseling services for this and other health problems which have an adverse effect on job performance. The Employer will provide assistance in accordance with applicable rules and regulations. Appropriate leave may be granted for the purpose of treatment or rehabilitation as with any other illness.

(9) Sick Leave Abuse. An employee ordinarily will not be required to furnish a doctor's certificate to substantiate a request for two consecutive 24 hour tours of duty or less sick leave unless there is a reason to believe that an employee is abusing sick leave (three (3) consecutive workdays for employees not on a 24 hour duty period); and that,

normally, the Employer has counseled the employee with respect to the use of sick leave; a record of such counseling if appropriate, is on file; and the sick leave record of the employee subsequent to the counseling does not show elimination of sick leave abuse. When this certificate is required, the employee will be given a Letter of Requirement, an official written notice that a medical certificate will be required covering each absence from work allegedly due to incapacitation for duty. The Employer will review the sick leave record of these employees after 6 months to determine if requirements should continue. If the Employer determines that no abuse has been committed by the employee during this period, the requirement for the medical certificate will be discontinued. The Employer will inform the employee in writing of the determination. If sick leave abuse continues, appropriate action will be taken.

### Section c. Miscellaneous Leave.

(1) Court Leave Explained. Court leave is leave of absence from duty without loss of pay or charge to annual leave to perform jury duty in a Federal, State, or Municipal court or to serve as a witness for the United States or the District of Columbia. This includes absence during periods of regularly scheduled overtime as well as absence during the employee's regularly scheduled basic workweek. For the purpose of granting court leave, a military court is considered the same as Federal court.

(a) Who is Eligible? Any employee with a regularly scheduled tour of duty (part-time or full-time) is eligible for court leave. In addition, any full-time employee is eligible for court leave to serve as a witness for the United States or the District of Columbia.

(b) Procedure for Recording Court Leave. Whenever an employee is called for jury or witness duty, (s)he is presents the court order, subpoena, or summons to the shift supervisor, or designee, as soon as possible. The days and hours of court leave are entered on the time and attendance report. When the employee returns to duty, (s)he submits written evidence of attendance in court showing the date (and hours, if possible). The supporting documents are forwarded to the Defense Finance Accounting Services with the time and attendance report, which includes the court leave entry.

(c) Jury Fees for State and Municipal Courts: Employees granted court leave to serve as jurors in a Federal or District of Columbia courts may not accept jury fees for jury service performed during their regularly scheduled duty hours. However, they may accept and retain any allowances paid them to cover actual expense for travel and subsistence.

(d) Jury Fees for State and Municipal Courts: Employees granted court leave to serve as jurors in a State or Municipal court are instructed to collect all fees and allowances to which they may be entitled. The attendance fees for the jury service performed during the period covered by court leave and any part of the travel and subsistence allowances in excess of their actual expense is collected form them by Defense Finance Accounting Services as provided by applicable rules and regulations. If

the attendance fee exceeds the employee's pay for the period of absence, they may retain any amount exceeding their gross salary for the period of the absence. However, those employees in Georgia who serve on jury duty and have received an expense allowance may retain the whole amount in accordance with Georgia State laws.

(e) Fees Retained by the Employees: Fees for jury service in any court may be accepted and retained by the employees when they perform jury service:

- Within a period during which they are in a non-pay status.
- During a period they are granted annual leave or leave without pay for jury duty because they are not eligible for court leave.
- Outside their regularly scheduled duty hours or on a holiday on which they are not required to work.

(2) Time off to Vote. Employees will be given time off to vote in national, state, and local municipal elections or referendums without charge to leave in accordance with application regulations. Employees who vote in jurisdictions which require registration in person will be granted time off to register on substantially the same basis as for voting, except that no time off will be granted without charge to leave if registration can be accomplished on a non-workday.

(3) Leave Without Pay. Employees may be granted leave of absence without pay in accordance with applicable laws and regulations.

(4) Military Leave. Military leave will be granted in accordance with applicable rules and regulations.

## ARTICLE 18 DISCIPLINARY AND ADVERSE ACTIONS

Section a. The parties agree that Disciplinary and Adverse Actions will be initiated and effected in accordance with the provisions of this AGREEMENT, applicable laws, regulations, and AFI 36-704.

Section b. The Employer and Union agree that the purpose of disciplinary action is to correct the offending employee and maintain discipline and morale among other unit employees. For the purpose of this AGREEMENT, a disciplinary action is defined as an action taken by Management to correct an employee's delinquency or misconduct. Included are oral admonishments, reprimands, suspensions, removals, and, in some cases reductions in grade or pay.

Section c. Disciplinary actions shall only be taken for just cause. Consideration shall be given to the minimum disciplinary remedy that can be reasonably expected to rehabilitate the offending employee and maintain discipline and morale among other employees in accordance with applicable rules and regulations.

Section d. Prior to initiating disciplinary action, the following procedures will normally be followed:

(1) A preliminary investigation or inquiry will be made to the extent deemed appropriate by the supervisor involved. Part of any preliminary investigation, which is conducted, may include a discussion with the affected employee.

(2) The Union shall be given the opportunity to be represented at any examination of an employee in the unit, by a representative of the agency in connection with an investigation if:

-The employee reasonably believes that the examination may result in disciplinary action against him,  
-and the employee requests representation.

(3) The Employer will insure that any disciplinary action taken is fair, timely, and for good cause, and that it complies with governing directives.

Section e. Any employee against whom a disciplinary action is proposed (other than oral admonishment), shall be notified in writing of the reasons for such action. If any disciplinary action is not sustained against the employee, all references to such action will be withdrawn from the employee's official personnel file.

Section f. The employee and the Union may exercise their right to grieve disciplinary action under provisions of this agreement. The employee and his/her Union Representative are normally entitled to no more than two (2) hours of official time to prepare the grievance.

Section g. The Employer, if requested by the employee, will provide an opportunity for that employee to review the material relied on to support the reasons cited in the notice of disciplinary action.

Section h. Adverse action is defined as a removal, suspension, furlough for 30 days or less, or a reduction in grade or pay. These actions do not include those resulting from a reduction in force. Adverse actions may or may not be for disciplinary reasons.

## ARTICLE 19 TRAINING

Section a. The Employer and the Union agree that training and development of employees are important in accomplishing both the mission of the Employer and the Federal career goals of the employee. The parties recognize that employees shall be required to maintain the minimum certifications of his/her assigned position in accordance with DODI 6055.6m, AFPD 32-20, AFI 32-2001, CFETP 32-1, and AFRC Supplements. The Union recognizes that additional certifications may be required in the future e.g., Rescue Technician.. The Employer will develop, promote, and maintain adequate training programs, which are consistent with needs. The Employer agrees to provide employees, upon request, with information concerning available firefighting schools conducted by the Department of Defense, Department of the Air Force, Federal, State, and County organizations. A reasonable effort will be made by the Employer to send employees to such schools, to the extent they are job-related, on a space and funds available basis. Training directed by the Employer shall be accomplished while the employee is in a duty status in accordance with governing regulations. The parties agree that each employee is responsible for applying a reasonable amount of personal time and effort to keep abreast of the changing technology to his/her occupation.

In recognition of the mutual advantages to the Employer and to the employee, the Employer agrees to make a reasonable effort to utilize existing employees when training is determined to be necessary for new jobs, skills, and/or certifications. If the training is known to lead to promotional opportunities, selection for such training shall be in accordance with the Merit Promotion Plan. The employee will be responsible for providing the Fire Department Assistant Chief of Training a copy of all training certificates for the employee's training file. Certification of completed training, such as a copy of the course certificate, firefighters certifications and a copy of any paid travel

voucher, if appropriate, must be submitted by the employee to the Civilian Personnel Office for inclusion in his/her official record.

The parties agree to encourage employees to take advantage of training and educational opportunities. The Employer agrees to permit 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 his/her regular duty assignment. Employees who request such training at their own expense must meet the above provisions to attend during duty time. Home study, which may be required in conjunction with training, on or off the installation, shall be accomplished on the employee's own time or standby time.

Section b. The purpose of this article is to enhance the training process, improve performance, and strengthen the professionalism of all Dobbins ARB Fire and Emergency Services Personnel. The established training program cited in this article measures the competence of Dobbins ARB Fire and Emergency personnel and includes a quality control element for the training process. The parties agree that unit employees are required to participate in the DOD Fire and Emergency Services Certification Program governed by DODI 6055.6-M. The Employer and the Union

(1) Agree that training and development of employees are important in accomplishing both the mission of the Employer and the Federal career goals of the employee. Both parties agree to fully support the Department of Defense (DOD) Fire and Emergency Services Certification program outlined in DODI 6055.6-M and other relevant development opportunities.

(2) Recognize the challenges presented by these training requirements and agree to address short and long-term training strategies relating to the DOD Fire and Emergency Services Certification Program, with the requirements to:

(a) Provide a review of those employees who were not properly certified. In order to receive a waiver for prior experience, an affected employee must provide accurate justification (i.e., previous certificates, positions held, and all related information and documentation), pertaining to the certification the employee is requesting. If the submitted documentation appears to support the granting of a waiver, the Employer will submit a waiver package to Headquarters Fire Protection, Air Force Civil Engineering Support Agency (AFCESA). It is understood by all parties that AFCESA is the sole approving authority related to DOD Certification issues.

(b) Identify and pursue adequate funding to support DOD Certification Program; that includes, but not limited to facilities, training material, reference material, computer equipment, and training aids.

(c) Provide training for employees requiring immediate certification in their current positions.

(d) Provide training for employees requiring immediate certification for promotion.

(e) Provide policies/procedures designed to keep employees current and to give the employees the opportunity to be eligible for future promotions.

Section C. It is agreed that a test of job knowledge provides a measure of job capability. Tests associated with the DOD Fire and Emergency Services Certification Program will be given by true-false, multiple choice, oral, matching and/or completion questionnaires whenever these forms are compatible with the objective of the test. Purpose of the test shall be made known and available study reference lists shall be made available.

Written tests generated locally and not connected with the Certification Program will be given by true-false or multiple choice questionnaires whenever these forms are compatible with the objective of the test. Purpose of the test shall be made known and available study reference lists shall be made available.

Section d. All training opportunities will be offered without regard to race, religion, color, national origin, age, sex, handicap, political/or union affiliation or any other nonmerit factor. The parties recognize that employees must meet the established requirements in order to be considered for training opportunities.

Section e. The Employer agrees to prepare a Career Field Education and Training Plan (CFETP) for each employee upon requests, to provide information on required training for the purpose of assisting their career development. The parties recognize that the CFETP outlines the career progression, training, and certification requirements.

Section f. In accordance with applicable Dobbins ARB Instructions, the Employer will conduct an annual "training needs Survey" to determine the individual and group training needs and requirements. 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". The Union will be supplied with information contained in the completed annual "training needs survey" upon request. In addition, the Employer agrees to maintain training records for all employees. Copies of these training records shall be provided to the employee upon his/her request.

Section g. The parties recognize that training is an assignment of work and may be required anytime during the tour of duty. However, training will not be assigned as punishment, reprisal, or harassment. Current weather conditions, such as extreme heat, high humidity, high winds, and extreme cold will be considered before training is conducted. An ambulance and crew will be physically present on site during hot live fire training drills. In the event the ambulance and crew need to respond to an actual emergency, the hot live fire training drill shall be terminated as quickly and safely as

possible. The Parties agree that such training will not resume until such time as the ambulance and crew can be physically present on site.

Section h. The Employer agrees to provide and maintain a department library consisting of fire prevention films, books, periodicals, Technical Orders, Trade Journals, etc., for employee's self-development and technological advancement which may be checked out by employees for their use. To this end, the Employer agrees to maintain subscriptions to trade journal(s) such as: Fire House Magazine, Fire Engineering, Fire Chief, Fire Rescue Magazine, Response (NASAR), Emergency (EMS), and NFPA Journal. If the Union wishes to contribute certain references to the library to enhance its usefulness, it may do so. Further, the Union agrees to encourage all employees to utilize the library.

Section i. To the extent possible under budget constraints, the Employer agrees to maintain and/or provide access to adequate facilities necessary to support the practical portion of the approved training programs.

#### Section J.

(1) Once the Employer has identified a training requirement and more than one employee is considered by Management to be equally in need of the training, equally qualified, and meets all prerequisites, the training assignments will be offered to volunteers from that group by seniority (service computation date for leave). If there are no volunteers from that group, the assignment will be given to the least senior.

(2) Exceptions may be made for hardship reasons in the following manner:

- (a) Employees must submit a request to the Fire Chief, in writing, within (5) five calendar days of being notified that he/she has been selected to attend a training course. Only emergency hardship requests will be considered.
- (b) The request must contain the specifics concerning the hardship and appropriate documentation
- (c) A decision will be rendered on the request within two working days of receipt.
- (d) Any employee granted a hardship exception may be scheduled to attend the same type training course at the earliest possible date.

Section k. When an employee of the unit is assigned to any position in which the employee has had no previous or recent experience, he/she will be given a reasonable training period in which to become proficient, as deemed necessary by management.

ARTICLE 20  
DRUG FREE WORKPLACE PROGRAM (DFWP)

Section a. The Employer and the Union recognize that illegal drug use is a threat to the public's welfare and the employees. Thus, the Employer shall take necessary steps, including drug testing, to eliminate illegal drug usage. It is the goal of this article and the DFWP policy to prevent illegal drug use in the workplace. The DFWP is solely initiated at the behest of the Employer.

Section b. In order to eliminate the safety risks, which result from being under the influence of illegal drug usage, the parties agree that the establishment and administration of the DFWP shall be accomplished in compliance with the applicable laws, rules, and regulations. The Employer's DFWP is aimed at identifying illegal drug users in order to maintain a safe and secure workplace and to more efficiently operate the Federal Government for the benefit of all Americans. The determination that an employee uses illegal drugs may be made on the basis of direct observation, a criminal conviction, the employee's own admission, other appropriate administrative determination, or by confirmed positive urinalysis.

Section c. The parties agree that testing referred to by the term "Drug Test" in Dobbins ARB Instructions shall mean urinalysis at this time. The Employer further agrees, that under no circumstances will an employee be subject to urinalysis testing as a punitive measure. Urine collection shall be conducted in a manner, which provides a high degree of security for the sample and freedom from alteration. The Employer agrees to periodically permit the Union to inspect the Drug Testing Collection facility. In addition, the Employer will notify the Union, in advance, in writing, of all changes to the collection site contractor and facility.

Section d. Testing Designated Positions as described in the applicable Air Force Regulations are those positions within the Dobbins ARB Fire Department (Firefighter GS-0081 Series), that the Employer has determined to meet the criteria for random drug testing. If modified by the Employer, the Union will be advised in writing.

Section e. Frequency of Testing. Employees will be subject to "random Drug Testing" in accordance with established law, rules, and regulations. In addition, the DFWP authorizes the testing of employees for illegal use of drugs under the following conditions:

- (1) When there is a reasonable suspicion that any employee uses illegal drugs.
- (2) In an examination authorized by the Department of Air Force in regards to an accident or unsafe practice.

- (3) As part of or as follow-up to counseling or rehabilitation for illegal drug use.
- (4) When an employee volunteers for random testing.

Section f. Elements of the Testing Procedures: The Employer agrees that the following procedures will be utilized, subject to applicable law, rules or regulations:

- (1) Management will notify employees prior to testing.
- (2) Upon direction of management, designated employees will report to the designated location to be tested.
- (3) Tests should be given in accordance with the guidelines established by the Department of Health and Human Services and applicable court decisions. The parties recognize that changes to the DFWP testing procedures must be handled IAW the Statute and this Agreement.
- (4) Upon a confirmed positive test result by the Medical Review Officer (MRO), the Employer can consider taking any or all of the following actions: leaving the affected employees in their assigned positions; temporarily assigning such employees to other duties; placing employees on administrative leave; placing employees in some other status; or any other action as provided for in applicable regulations.
- (5) The Employer shall determine the method of random selection from the pool of employees subject to random testing. The Employer will provide the Union a copy and demonstration of the selection program used. The Union will be notified in writing, in advance, when the selection method/process is being changed.

Section g. Confidentiality and Safeguarding of Information

- (1) Samples will be subject to the Chain of Custody established by the Department of Health and Human Services and Department of Air Force guidelines.
- (2) Within the requirements of law and regulations, including the Privacy Act, employees will be assured that matters relating to Drug Testing will be treated confidentially. Information will be released only to those officials/agencies authorized by regulation. The Employer shall insure that Drug Test Records are maintained in accordance with the Privacy Act.

Section h. Employees whose tests have been confirmed positive will be notified of the opportunity to be referred to the Employee Assistance Program IAW AFI 36-810.

Section i. Official Time. Employees will be in a duty status during the time they are providing a urine sample at the Employer's collection site.

## ARTICLE 21 EVALUATION OF PERFORMANCE OF EMPLOYEES

Section a. **The Parties recognize that a revised performance evaluation program is scheduled to be implemented in the near future. In that regard, the following provisions will govern the evaluation of performance until a new program is implemented. At such time, these existing provisions will become null and void. Changes to conditions of employment necessitated by the new program will be implemented in accordance with the Federal Service Labor Management Relations Statute to include negotiation as appropriate.**

Section b. The agency's performance system will be applied in accordance with governing directives. It will be fair, objective, equitable, valid, reliable, and job related. This agreement and the work plan/core document will be used when processing such personnel actions as awards, training, merit promotion appraisals, reassignments, downgrades, and removals for performance.

Section c. For the purpose of this Article, the following definitions will apply:

(1) Job Performance Element: A significant requirement of the job, derived by analysis of the job. A job performance element may be an important duty or responsibility of the position, or it may be a specific project or task consistent with or directly drawn from the duties and responsibilities in the position description.

(2) Critical Element: A job performance element of an employee's job of sufficient importance that performance below the minimum performance standards established by management requires remedial action and denial of merit pay or a within-grade increase, and may be the basis for removing, reassigning, or demoting the employee. Such action may be taken without regard to performance on other job performance elements.

(3) Non-Critical Element: A job performance element which has not been designated as critical but which is nevertheless an important part of the position and is considered in determining the overall performance level. Performance below the minimum standard established by management requires counseling and denial of within-grade increases and denial for merit promotion consideration.

(4) Performance Standard: A description of the minimum level of accomplishment necessary for satisfactory performance. Performance standards are expressed in terms of qualitative or quantitative objectives, specific actions, project assignments, or other requirements related to job performance elements. There may be more than one standard set for a single job performance element.

Section d. Procedures for Developing Elements and Performance Standards.

(1) Normally, the immediate supervisor is the rating official, and that individual's next level supervisor is the reviewing official. When the immediate supervisor's position is vacant, the next level supervisor will either require the acting supervisor to serve as rating official or will personally serve as rating official, and will elevate reviewing official responsibility to the next level up.

(2) A separate work plan/core document must be prepared for each employee, even though elements and standards for identical jobs may be identical. Where more than one employee has the same position description work plans/core documents may, but do not have to be identical, because of duties performed by the employee not contained in the position description.

(3) The rating official may choose how (s)he identifies elements, including critical elements, and develops standards, except that the employee must have the opportunity to make comments and suggestions. If the employee disagrees with the rating official's development of the work plan/core document, the employee may present his/her views to the reviewing official. The decision of the reviewing official regarding the elements and standards is final. Employees shall have the right to grieve the application of the elements and standards when given their rating under the Negotiated Grievance Procedure, Article 9.

(4) One of the following methods will be used for developing the elements and standards:

(a) The rating official and the individual employee will negotiate together to write the work plan/core document.

(b) The rating official writes the work plan/core document; the employee reviews and returns this plan to the rating official with any comments; the rating official finalizes the plan after discussion with the employee.

(c) The employee drafts the work plan/core document; the rating official reviews and finalizes the plan after discussion with the employee.

(5) The work plan/core document prepared by the rating official is forwarded to the reviewing official. The reviewing official considers any employee input (written/verbal) (s)he has reviewed before making the final decision. If a change to the

work plan/core document is made by the reviewing official (s), he shall discuss the change with the rating official and the employee before making the final decision.

(6) The reviewing official returns the approved work plan/core document to the rating official, who shows it to the employee. The rating official signs the work plan/core document before (s)he forwards it to the reviewing official. The reviewing official signs it after his/her final action, and the employee signs it last after it is completed.

#### Section e. Periodic Review of Performance:

(1) Performance appraisal is not just a formal, periodic requirement, but is a part of the supervisor's day-to-day responsibilities. Complimenting exceptional work, correcting unacceptable work, and encouraging satisfactory work should be a continuing practice.

(2) At least one time during the appraisal period, the supervisor (rating official) must meet with the employee to discuss performance and to review the work plan/core document for currency. The timing of this meeting is at the supervisor's discretion and may be coordinated with special occurrences such as compliment for excellent work on a specific task or counseling for a disciplinary situation.

(3) The main focus of the work plan/core document review shall be the currency and adequacy of the elements and standards.

(4) The main focus of the performance discussions shall be comparison of the employee's actual performance against the standards, with suggestions for improvement, where needed.

(5) The discussion must be documented by the supervisor on a separate sheet of paper and maintained along with the AF Form 971. The employee may make written comments in response to any performance evaluation meeting. A copy of the employee's response shall be placed in the file.

Section f. Changes to Work Plan/Core Document: Changes to the work plan/core document may be made at any time by the rating and reviewing officials. Significant changes such as addition of an entirely new element shall not be made within thirty (30) days prior to the rating due date for consideration in that year's rating; any such significant changes occurring at the end of an appraisal period shall be reflected in the work plan/core document for the next year.

(1) The process for changing the work plan/core document is the same as for initial development.

(2) The employee may ask the rating official to consider a change to the work plan/core document during the periodic review process.

Section g. Final Evaluation Process:

(1) An employee's performance rating will be a result of application of standards of performance on critical and non-critical elements of the employee's duties and responsibilities.

(2) The rating of elements will include designation of one of three determinations applied to each element identified on the rating form. Upon completion of the appraisal of each element, an overall rating of total performance will be designated.

(3) The range of ratings for each individual element shall be (a) exceeds the standard, (b) meets the standards, or (3) fails to meet the standard. Rating other than "meets the standard" shall be documented on the employee's AF Form 860A. The Employer retains the right to change rating levels. The Parties recognize that changes must be negotiated in accordance with Statute and this Agreement.

(4) The supervisor's evaluation shall take into consideration factors beyond the control of the employee, which may cause an employee not to achieve a specific standard.

Section h. Rating the Employee:

(1) Not later than the due date established each year, the rating of the employee shall normally be completed and the original of the AF Form 860A forwarded to the Civilian Personnel Office.

(2) The rating official rates the employee, writes the substantiation required on the AF Form 860A, and forwards to the reviewing official. After rating and reviewing officials agree on the rating, and if an award has been recommended and approved, the rating official discusses the rating with the employee after any necessary review by the Civilian Personnel Office.

(3) The rating official signs the form before giving it to the reviewing official. The reviewing official signs after finalizing the rating. If an award has been recommended, the award approving official next signs the rating form indicating approval of the award. The employee signs last, after discussion.

(4) If the employee is not available for discussion and signature at the appropriate point in the process, the employee signature block will be so annotated with the reason for non-availability, and the form will be distributed. When the employee is available, the rating official will discuss the rating with the employee and answer any questions of the employee regarding the rating. The employee will then sign the rating form indicating that the rating has been reviewed with them.

Section i. Relation of Performance Appraisal System to Personnel Actions:

(1) Awards: This appraisal system will be a factor in determining awards based on performance.

(2) Periodic Within-Grade Increases: This appraisal system will be the only factor used in determining within-grade increases. A within-grade increase shall be granted for an overall rating of fully successful or better.

(3) Promotion: An overall rating of fully successful must be attained to be considered for merit promotion.

Section j. Performance Below Fully Successful: the following procedures apply to all employees except probationary employees who are covered by AFR 36-1001.

(1) Supervisors will counsel employees when the employee's performance shows a potential "did not meet" to any job performance element. The counseling session shall show the employee specifically how their performance is deficient and develop a course of action to allow the employee a reasonable period of time to improve performance. The supervisor will attach any documentation of such counseling to the AF Form 971 and make it available to the employee upon request. This will constitute an advance warning notice that an employee's performance is not at an acceptable level of competence.

(2) Withholding Within-In Grade Increase: The written notice of the determination to withhold an employee's within-grade increase shall include the following:

(a) The reasons for the negative determination and the respects in which the employee must improve performance in order to receive a within-grade increase.

(b) Notice to the employee of his or her right to request reconsideration.

(c) The name of the official to whom the request for reconsideration is to be submitted.

(d) Advises the employee that (s)he has the right to be represented by a Union representative or a representative approved by the Union.

(e) An employee may request a reconsideration of a determination to withhold a within-grade increase. The employee, or the representative, must submit the written request setting forth the reasons to a reviewing official through the immediate supervisor within fifteen (15) calendar days after the date the employee receives notice that the increase was denied.

(f) The employee's request for reconsideration is forwarded through the first and second-level supervisors to an appropriate higher level official agreed to by management who had no part, formally or informally, in the original decision

to withhold the increase. The reviewing official reviews the employee's request for reconsideration and the facts constituting the basis for the initial and subsequent determination. The employee is given the opportunity to state, either orally or in writing, or both, the reason (s)he believes the initial determination should be reconsidered. A decision is made by the final reviewing official within thirty (30) calendar days from receipt of the employee's request for reconsideration.

(1) If the determination upon reconsideration is favorable, the employee's within-grade increase is processed in the usual manner and made effective at the beginning of the pay period following the date the required waiting period was completed.

(2) If the determination upon reconsideration is unfavorable to the employee, the official making the determination notifies the employee, in writing, stating the reasons for the decision. The notice also advises the employee that an appeal on the decision can be made to the Merit System Protection Board not later than thirty (30) calendar days following receipt of the decision resulting from the reconsideration.

(3) Reassignment, Demotion or Removal: A supervisor will only consider one of these actions when an employee's performance continues to be unacceptable after attempts to improve performance have failed. Supervisors will process such actions under applicable regulations.

Section k. The employee shall be given a copy of his/her appraisal. The employee shall be advised of his/her right to obtain a copy of the appraisal at least annually.

## ARTICLE 22 DURATION AND CHANGES

Section a. This AGREEMENT, as executed by the parties, shall remain in full force and effect for a period of three (3) years from the date of its approval by the Department of Defense, Field Advisory Service. Thereafter, it will remain in effect for successive periods of one year, unless either party gives written notice to the other party in the period between one hundred five (105) and sixty (60) days prior to the end of this three (3) year period, of the Parties intention to renegotiate a new AGREEMENT. When either Party requests to renegotiate the AGREEMENT, the provisions of this AGREEMENT

shall be honored, to the extent required by law, until a new AGREEMENT becomes effective.

Section b. This AGREEMENT, except for its duration period as specified in Section a, may be opened for an amendment by mutual consent of the Parties. Any request for amendment by either Party must be written and must include a summary of the amendment(s) proposed. The Parties shall meet within fourteen (14) calendar days after receipt of such request to discuss the matter(s) involved. If the Parties agree that opening is warranted on any such matter(s), they shall proceed with negotiations. Negotiations shall be strictly limited to those matters previously agreed to as being appropriate. Such amendment(s) as agreed to will be duly executed by the Parties, in accordance with 5 USC 7114 (c). Whereas negotiations take place, mediation or impasse procedures will not be applied unless by mutual agreement of the parties.

Section c. No agreement, alteration, understanding, variation, waiver, or modification of any terms or conditions contained herein shall be made by an employee or group of employees with the Employer, and in no case shall it be binding upon the Parties. Any agreements must be made between the Parties and approved in accordance with 5 USC 7114 (c).

Section d. Upon receipt of a change in law or regulation which constitutes a change in personnel policies, practices, and matters affecting working conditions, the Employer will, as soon as possible, notify the Union of such changes. The Union will have fourteen (14) calendar days to submit their proposals on matters which they choose to negotiate.

Section e. Any custom or past practice, which is inconsistent with law, government wide rule or regulation, or this AGREEMENT will immediately be terminated or brought into compliance without negotiation. Otherwise, all rights, privileges, and working conditions enjoyed by the Employer, the Union, and the employees at the present time, which are not included in this AGREEMENT, shall remain in full force unless they are modified or terminated in a manner consistent with law. It is understood that the provisions of this AGREEMENT take precedent over any practices which are in conflict with them.

Section f. Supplements will be limited to changes in applicable laws and regulations from higher authority, which could affect employees. It is also understood that any supplements to this AGREEMENT require the same approval as the basic agreement, and these supplements will be terminated at the same time as the basic agreement.

## ARTICLE 23 DUES WITHHOLDINGS

Section a. The Union and the Employer agree that any eligible employee of the bargaining unit who is a member in good standing of the Union may authorize an allotment of pay for the payment of dues for membership, provided:

(1) The employee continues his/her employment with the Air Force Reserves in the unit for which exclusive recognition has been granted,

(2) The employee has voluntarily submitted a request for such allotment of pay, and

(3) The employee receives, each pay period, sufficient net salary to cover this allotment after other legal and required deductions have been made.

Section b. The Union agrees that it will be responsible, during non-work time of employees concerned, for:

(1) Procuring the prescribed allotment form (SF 1187), Request for Payroll Deductions for Labor Organization Dues,

(2) Distributing the form to its members,

(3) Certifying the amount of its dues, and

(4) Informing and educating its members on the program for allotments for payment of dues, and the uses and availability of the required forms.

Section c. An officer of the Union will receive the forms from members who request an allotment and will ascertain that employee is a member in good standing. He/she will complete Section A of the authorization forms and submit them to the CPO.

Section d. Authorizations received in the CPO will be submitted to DFAS in the next regular bi-weekly pay period, and bi-weekly deductions will continue in effect until the allotment is terminated.

Section e. The amount to be deducted each bi-weekly pay period will be for dues only. No other deductions are authorized. The amount to be withheld shall be the same for all members of the Union. Written notification of the new amount and the effective date will be made through the CPO to the Financial Services Office. Changes in the amount of dues to be deducted will not be made more than once every twelve (12) months.

Section f. The dues will be remitted to the banking facility designated by the Union after the completion of each bi-weekly pay period. Management agrees to request from DFAS that a statement be submitted to the Union for each remittance, containing the following information:

(1) Identification of the installation and unit, pay period date.

(2) Identification of the Local.

(3) Names of members for whom deductions were made and amount of each deduction.

(4) Total amount withheld each pay period.

(5) Net amount remitted.

Section g. An employee can voluntarily revoke his/her allotment for payment of dues at any time by submitting a SF 1188, Dues Revocation Form, or other written notification. Such written notifications should be signed, dated, and submitted to the FSO. The revocations will then be forwarded to the Defense Finance and Accounting Service (DFAS) in a timely manner, with a copy provided to the Union. Such revocation will become effective the first full pay period following 01 October, unless the employee would not have completed one (1) full year of deductions at that time. In such case, termination will not become effective until the first full pay period following the one year anniversary date.

Section h. The Union will notify the FSO within five(5) work days when an employee with a current allotment ceases to be a member in good standing. The FSO will be responsible to terminate the allotment upon receipt of the information, in accordance with governing directives.

Section i. An allotment shall be terminated when the bargaining unit agreement ceases to be applicable to the employee or the employee is suspended or expelled from membership from the bargaining unit.

Section j. The allotments for all employees who are members of the Union will be terminated when the Union loses eligibility for exclusive recognition.

Section k. The Employer will notify the Union when an employee has been dropped from payroll deduction and the reason for dropping the employee. When the reason for dropping is submission of an SF 1188, a copy of the SF 1188 will be submitted to the Union.

## ARTICLE 24 POSITION DESCRIPTIONS

Section a. It is agreed that the Position Classification Program will be conducted within the guidelines issued and authority delegated by the Office of Personnel Management. The Employer agrees to maintain current and accurate position descriptions/core documents for all positions in the unit, in accordance with existing instructions.

Section b. The Employer agrees that each employee will be provided a copy of his/her official position description/core document and any amendment(s) thereto. If changes are made to the official position description, the supervisor will discuss the changes with the affected employee. To the extent that nothing shall interfere with the Employer's right to assign work, such discussions(s) will normally occur prior to making the changes. A copy of the amended position description/core document will be provided to the Union and the affected employee(s) after it has been classified.

Section c. If an employee believes that his/her position description/core document does not properly describe the duties (s)he is performing, (s)he has the right to request, through his/her supervisor, or designee, that his/her work assignments be reviewed and be compared to the position description/core document. Employees may file a grievance under the negotiated grievance procedure if (s)he feels the duties outlined in their position description/core document do not fairly represent their duties. It is understood that if the grievance goes to arbitration, the arbitrator may not classify the position.

Section d. If an employee believes that the classification (title, series, or grade) or his/her position is in error, upon request, the employee will be furnished information on appeal rights and the procedures for filing an appeal. The employee may appeal through a representative of their choice in accordance with governing regulations.

Section e. It is agreed and understood that a position description/core document is a written statement of duties and responsibilities assigned by the Employer to a position which defines the kinds and range of duties an employee may expect to perform during the time (s)he remains in the position. The position description/core document is not in itself an assignment of work.

## ARTICLE 25 WELFARE AND MORALE

Section a. The Employer recognizes the necessity of providing and maintaining reasonably comfortable living spaces for employees on duty. To this end, the Employer agrees to provide and maintain items for employee use that include but are not limited to those items presently authorized on the established "Table of Allowances".

Section b. The Employer agrees to provide facilities to launder linens, bedspreads, and blankets. The Employer agrees to extend the same considerations to the living conditions in the Fire Station as is extended to other living quarters, offices, and buildings throughout Dobbins ARB when it comes to cleaning carpets and ductwork, maintenance and repair of facilities, utilities and/or appliances that break down or need replacing pursuant to applicable regulations. Requirements for facility maintenance problems will be called to the attention of the senior fire supervisor on duty who will notify the appropriate maintenance authorities and request action to correct the problem.

Section c. The Employer agrees to inspect the living quarters of the Fire Station on an annual basis for discrepancies in Federal Health and Safety Regulations. The Employer agrees to supply the Union with a copy of the inspection report by the Bioenvironmental and Safety Officers along with its recommendations. The Employer further agrees to initiate abatement action to correct any discrepancies found within thirty (30) days of identification.

Section d. The Employer and the Union recognize that the living quarters in the fire station represent space allocated as rest, washroom, and sleeping areas for employees and agrees not to use these areas as public facilities.

Section e. The Employer agrees to discuss proposed changes or improvements to living spaces with the Union and agrees to consider the recommendations submitted by the Union. The Employer further agrees that the Union will be consulted before approval is granted for any self-help project by employees to improve the fire station(s) facilities which would cause disruption in the use of existing facilities.

Section f. The Employer agrees that employees will be compensated for their personal effects and equipment damaged or destroyed in the performance of duty to the extent permitted by applicable rules and regulations.

## ARTICLE 26 GENERAL PROVISIONS

Section a. Employee Suggestions. The Employer encourages all employees to participate in the Innovative Development through Employee Awareness (IDEA) Program. The Employer agrees to process employee suggestions in accordance with applicable regulations. The Civilian Personnel Office will assist employees in assuring that suggestions are in the correct format for evaluation. It is the desire of the Employer that all employee suggestions be processed in a timely and expeditious manner. It is

agreed that employees who encounter unwarranted delays within the local management structure in receiving a final determination regarding their suggestions may be accompanied by a Union representative when discussing the matter with the officials responsible for administration of the program.

Section b. Employees may contact the AFPC for retirement counseling or information.

## ARTICLE 27 INFORMAL COMPLAINT PROCESS

Section a. This section sets forth the procedures for processing complaints to Agencies outside Dobbins ARB, such as Unfair Labor Practice (ULP) Charges, OSHA Complaints, Classification Appeals, GAO Complaints, etc., before such complaints are formally filed. This process does not prevent individuals from proceeding with their own complaint in accordance with the appropriate regulations. The expressed intent of the Parties is to facilitate informal discussion concerning alleged complaints and to enhance the possibility of informal resolution. To this end, the Parties agree to the following informal process:

Section b. Should either Party believe that the other Party has committed an Unfair Labor Practice (ULP) and/or other action that may warrant the filing of a complaint by the other Party with an outside Agency, that Party shall serve written notice of the alleged violations upon the other Party. The written notification will include a clear and concise statement of the facts constituting the alleged complaint, including the time and place of the occurrence of the particular acts, alleged violations of any law, rule and/or regulation and any other supporting documentation alleged to have been violated. The Party so served shall have fourteen (14) calendar days from the date the informal complaint was received to investigate the matter in attempt to informally resolve the allegations, with the exception of 5 USC 7116 (B) (7). If the matter is not resolved after the expiration of this period, the charging party may proceed to file the complaint with the appropriate Agency.

For the purpose of this section, service will be made to the Installation Commander, Dobbins ARB or the Union President, personally or by regular postal service.

Signed this 13<sup>th</sup> day of July 1999  
at DOBBINS AIR RESERVE BASE, GEORGIA.

FOR THE UNION  
IAFF LOCAL F-152

FOR THE EMPLOYER  
94 AW COMMANDER

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DAVID L. VANOFLEN, President  
IAFF, Local F-152

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WILLIAM P. KANE, Col, USAFR  
Commander

Approved by the Department of Defense on 26 July 1999, to be effective on 26 July 1999.