

**AFMTC/IAFF
AGREEMENT**

AUG 84

AFMTC/Firefighter's (IAFF) Negotiated Agreement

August 1984

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PREAMBLE

Pursuant to policies set forth in the Civil Service Reform Act of 1978, Title VII, Public Law 95-454, herein referred to as the "Statute," the following constitutes a negotiated agreement by and between the International Association Fire Fighters, IAFF Local F-89, hereinafter referred to as the "Union," and Air Force Military Training Center (AFMTC), Lackland AFB, hereinafter referred to as the "Employer," and hereinafter collectively referred to as the "Parties." Whereas, this agreement is in the public interest and can be considered as primarily benefitting the public as it is the intent and purpose of the Parties hereto to promote efficient administration of the Federal Service and high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency; and whereas the well-being of employees within the meaning of that statute and efficient administration of the Government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies, practices, procedures and matters affecting conditions of employment; and to provide a means for amicable discussion and adjustment of matters of mutual benefit and interest between the Parties. Now therefore, the Parties agree as follows:

ARTICLE 1

1-2 The Employer hereby recognizes the Union (International Association of Fire Fighters, Local F-89) under the provisions of Title VII of Public Law 95-454 as the exclusive representative for all employees in the Fire Protection Branch, 3700 Civil Engineering Squadron, Lackland Air Force Base, Texas, except those employees specifically excluded in Section 7112 of Title VII, and

- a. Professional employees
- b. Wage Board employees

ARTICLE 2

DEFINITIONS

- 2-1 Activity means the Employer, Lackland Air Force Base
- 2-2 Adverse Action. A removal, suspension for more than 14 days, a reduction in grade, a reduction in pay or a furlough of 30 days or less. It does not include any specific actions exempted by the CSRA of 1978.
- 2-3 Agency Management means the agency head and all management officials, supervisors, and other representatives of management having authority to act for the agency on any matters relating to the implementation of the agency labor management relations program established under Title VII.
- 2-4 Agreement. The Basic Agreement, together with any supplementary agreements which may be negotiated and any amendments constitutes the whole agreement between the Parties.
- 2-5 Amendment. Modifications of the Basic Agreement to delete, add or change portions, sections or articles of the Agreement.
- 2-6 Arbitration. The use of an impartial party to render final and binding decisions in accordance with the parties Negotiated Grievance Procedure.
- 2-7 Disciplinary Action. Disciplinary actions are defined as oral admonishments, written reprimands, suspensions, and removals. Counseling sessions are not considered disciplinary actions.
- 2-8 Emergency. A situation which poses sudden, immediate and unforeseen work requirements for the employer as a result of natural phenomena or other circumstances beyond the employer's reasonable control or ability to anticipate.
- 2-9 Employee means an employee of the agency.
- 2-10 Essential is defined as necessary or highly important so that any delay would immediately involve safety to life or property.
- 2-11 FLRA. Federal Labor Relations Authority.
- 2-12 FPM. Federal Personnel Manual.

- 2-13 FSIP. Federal Services Impasse Panel.
- 2-14 Holiday Work is defined as work performed on a legal holiday, or the day observed as a holiday, in order to meet necessary mission requirements.
- 2-15 Impasse. Negotiations stalemate.
- 2-16 MSPB. Merit System Protection Board.
- 2-17 Mediation. The use of an impartial third party to break negotiating impasse.
- 2-18 Negotiation. Bargaining in good faith by representatives of the Employer and the Union over personnel policies, practices, procedures, and matters affecting working conditions.
- 2-19 OPM. Office of Personnel Management
- 2-20 Sleep Time. Sleep time is an 8 hour period for, but not limited to, sleep. This period should be as free as possible from disturbance.
- 2-21 Standby Time. Standby time consists of period in which an employee is officially ordered to remain at or within the confines of his/her station not performing actual work, other than work necessary to meet mission requirements, but holding himself/herself in readiness to perform emergency work when the need arises. During this time he/she is otherwise free to eat, sleep, read, listen to the radio, watch TV, pursue physical exercise f engage in other similar pursuits.
- 2-22 Steward. A representative designated of the Union in writing who handles grievances in the first step of the grievance procedure.
- 2-23 Supervisor. Means an individual employed by an agency having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature, but requires the consistent exercise of independent judgment, except that in the case of firefighters, the term “Supervisor” includes only those individuals who devote a preponderance of their employment time to exercising such authority.

ARTICLE 3
CONTROLLING DIRECTIVES

3-1 In the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and regulations of appropriate authorities, including Title VII of Public Law 95-454, policies set forth in the Federal Personnel Manual, by published agency policies and regulations in existence at the time this Agreement was approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities.

3-2 In the event that any provision or provisions of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or Federal law, such decision or law shall not invalidate the entire Agreement, it being the express intention of the Parties hereto that all other provisions not declared invalid shall remain in full force and effect for the duration of this Agreement. Any provision declared invalid by any court of the competent jurisdiction or Federal law shall require the Parties to bargain over the impact and implementation of such decisions.

ARTICLE 4
MANAGEMENT RIGHTS

4-1.1 7106 Management Rights:

(a) Subject to subsection

(b) of this section, nothing in this chapter shall affect the authority of any management official of any agency –

(1) To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

(2) In accordance with applicable laws –

(a) to hire, assign, direct, layoff, 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 agency operations shall be conducted;

(c) With respect to filling positions, to make selections for appointments from—

1. Among properly ranked and certified candidates for promotion;
or

2. Any other appropriate source; and

(d) To take whatever actions may be necessary to carry out the agency mission during emergencies.

(c) Nothing in this section shall preclude any agency and any labor organization from negotiating—

(1) At the election of the agency, 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 management officials of the agency will observe in exercising any authority under this section; or

(3) Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

ARTICLE 5

UNION RIGHTS AND OBLIGATIONS

5-1 The Union will be responsible for representing the interests of all employees in the Union without discrimination and without regard to labor organization membership, and to negotiate agreements for employees in the Unit.

5-2 The Union will be given the opportunity to be represented at (a) any formal discussion between one or more representatives of management and one or more employees in the Unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment; or (b) any examination of an employee in the Unit by a representative of the Employer in connection with an investigation if (1) the employee reasonable believes the examination may result in disciplinary action against the employee, and (2) the employee requests representation.

5-3 The Union will not call or engage in strikes, work stoppages, slow-downs, or condone any such activity by failing to take affirmative action to prevent or stop it.

ARTICLE 6

EMPLOYEE RIGHTS AND OBLIGATIONS

6-1 The Parties agree that all employees will have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. The right to assist such an organization extends to participation in the management thereof and acting as a representative of the organization, provided that such participation or activity does not result in a conflict or apparent conflict of interest or is not otherwise incompatible with law or with the official duties of the employee.

6-2 Employees will discharge their assigned duties conscientiously in the most effective manner possible and observe the laws and regulations governing their employment. They are expected to conduct themselves in an acceptable manner at all times so that their employment will not reflect adversely on the Air Force or the public service.

6-3 Employees are expected to confer with line management officials, initially, starting with their immediate supervisor, to discuss matters, obtain information or resolve problems related to their Air Force employment.

6-4 Nothing in the Agreement will require an employee to become or to remain a member of the Union, or to pay money to the organization, except pursuant to a voluntary, written authorization by a member for a payment of dues through payroll deductions.

ARTICLE 7

EQUAL EMPLOYMENT OPPORTUNITY

7-1 The Parties agree that they will continue to work cooperatively to assure that all employees have equal employment opportunities and that no one is discriminated against because of race, color, religion, sex, age, national origin, lawful political affiliation, physical handicap, or marital status. The Parties have the responsibility for promoting the full realization of equal employment opportunity through a positive, continuing program in accordance with directives of appropriate higher authority.

7-2 The continuing program of equal employment opportunity exists for Air Force employees and applicants in all aspects of employment and the Air Force is committed to seek and correct or eliminate any personnel management policy, procedure, or practice that may result in an advantage in employment or deny equality of opportunity to any group or individual on the basis of race, color, religion, sex, age, national origin, lawful political affiliation, physical handicap, or marital status.

ARTICLE 8

UNION REPRESENTATION AND USE OF OFFICIAL TIME

8-1 The Employer agrees to recognize a maximum number of two Union stewards to be selected by the Union. The Union will supply the Employer with a copy of the current roster of the names of the designated stewards and post a copy on the official bulletin board. The Union will also provide the Employer with a copy of any change in the designated stewards and post a copy of such changes on the official bulletin board. The Union will provide the Employer with a list of the Union officers and any changes thereto.

8-2 The Employer agrees to authorize Union officers and stewards to be absent from their duty stations for a reasonable amount of official duty time when (a) Presenting a grievance at Step 1 of the negotiated grievance procedure; (b) representing an employee or the Union in the preparation and presentation of a grievance to a management official under the negotiated grievance procedure; (c) serving as the Union's representative in an arbitration hearing conducted under arbitration; (d) acting in the capacity of official Union observer in an adverse action hearing or at the adjustment of an employee grievance in which the Union is not designated as employee's representative, where such observer is permitted under applicable regulations (one such observer will be permitted at each such hearing;) and (e) negotiating with management officials concerning changes to personnel policies, practices and matters affecting working conditions proposed by the Employer. The use of other types of official time not related to this contract such as official time for EEO complaints and MSPB appeals or similar adverse actions are controlled by the regulations concerning such complaints (e.g., AFR 40-1613, AFR 40-771, AFR 40-750)

8-3 The Employer agrees to permit Union officers and stewards to attend Union sponsored training which will be of mutual benefit to the Employer and Union without charge to leave. This official time for training will be limited to a total of 48 hours, during a 12-month period, for all Union officials combined. The Union will submit sufficiently detailed information concerning the content and schedule of each training session to permit the Central Civilian Personnel Office (CCPO) to determine if official duty time will be given.

ARTICLE 9
COMMUNICATIONS

9-1 Bulletin Boards:

- (a) The Employer will provide a bulletin board at each station of at least six square feet in area for the display of union literature, correspondence and notice.
- (b) Posting of the Union's allotted section of each bulleting board will be done by Union representatives during the non-work (stand-by) hours of Union representatives. If posting is not accomplished during non-work (stand-by) hours of employees in the area of the bulletin board, it will be done in a manner which will not disturb their work. The Union accepts full responsibility for the conduct of its representatives and proper maintenance of its portion of each authorized bulletin board.

9-2 Distribution of Literature. Union literature may be distributed by Union representatives during non-work (stand-by) hours. Distribution of literature will be made during the non-work (stand-by) time of both Union representatives making the distribution an employees receiving the literature. Further, the Union will assure that all undistributed literature is removed from the distribution points at the end of each non-work (stand-by) period.

9-3 Base Bulletin. The Union may submit items for publication in the Base Bulletin to the Administrative Division, AFMTC. Prior approval of the content of such items must be obtained from the Civilian Personnel Office. The Employer will select items to be published n the basis of newsworthiness and conformance with the established policy.

ARTICLE 10

USE OF OFFICIAL FACILITIES

10-1 The Employer agrees that, whenever practicable, facilities will be made available for meeting of Local F-89 during non-duty hours to the Unit employees involved. Requests will be submitted in writing to the Civilian Personnel Office, Attn: Labor Relations Officer each time facilities are desired. Use of available space usually will be granted if the request is reasonable in terms of purpose and need. The use of the space will have no disrupting or distracting effect on the business of the employer, and use of the space is not precluded by official need or the terms of applicable directives. The union agrees to comply with normal safety, security and utilization policies and regulations concerning facilities made available.

10-2 The Employer agrees to provide 50 copies of this agreement to the Union for its distribution, without cost to the Union. The Union may purchase additional copies from the Employer.

ARTICLE 11

SENIORITY

11-1 Seniority is defined by rank in descending order and service computation date (SCD) based on total civilian service.

ARTICLE 12
TOURS OF DUTY

12-1 The Parties agree that the Employer retains the right to establish and change the basic workweek and tours of duty, including lunch and rest period. However, the Employer agrees to timely notify the Union before such changes are implemented, except in those cases involving emergency or essential work requirements for short durations (two shifts or less).

12-2 The current tour of duty for firefighters whose duties include a substantial amount of standby time is a 72-hour average work week consisting of 24-hour shifts, and the shift hours are 0800 to 0800. In order to maintain the 72-hour week, each employee will be given one day off (24-hour shift) each bi-weekly pay period. The basic workweek for other employees in the Unit will consist of five (5) 8-hour workdays, normally Monday thru Friday, except for those employees whose services are determined by the Employer to warrant other basic workweeks. A one-week advance notice will be given to employees before changing their tours of duty or days off, unless mission requirements are such that a one-week advance notice is not feasible.

12-3 Each 24-hour shift will include eating and sleeping time, standby time and hours of actual work. The noon standby period for operations personnel will consist of two hours. Actual work may include but is not limited to roll call; inspection and minor preventative maintenance on fire apparatus; station and grounds maintenance; housekeeping; inspection of buildings, structures, storage areas and fire protection facilities, installation and maintenance of fire extinguishers; alarm desk watch, preparation of reports and records; organizing and training auxiliary fire brigades, area personnel and building occupants, fire watch of hazardous operations and places of public assembly. Make-work projects are not encouraged.

12-4 On days other than holidays and Sundays, standby time will usually commence every day at 1700 hours if mission requirements permit. Standby time on Saturdays may commence as early as 1130 hours.

ARTICLE 13

OVERTIME

13-1 Overtime work is defined in Title 5, Code of Federal Regulations, Chapter I, Subchapter A, Parts 550 and 551. The Employer agrees to compensate employees for overtime work in accordance with these regulations and any subsequent changes thereto.

13-2 Any Unit employee called back to work at a time outside his/her normal tour of duty will receive a minimum of two (2) hours of callback pay even if his/her services cannot be utilized when he/she reports for duty. All callback pay will include any and all night differential, holiday pay, Sunday pay and any other compensation to which the employee is entitled.

13-3 When an employee is called back for overtime and his/her services are used for two (2) hour minimum any overtime worked over the two (2) hour minimum will be paid in quarter hour multiples and odd minutes will be rounded up or down to the nearest quarter hour on a daily basis.

13-4 Any employee held over beyond the end of his/her normal tour of duty will receive appropriate overtime pay. Such overtime will be paid in quarter hour multiples. Such overtime will normally be required only when necessary to carry out the mission of the Fire Department.

13-5 No employee will be requested or otherwise induce to start work earlier than his/her normal tour of duty without receiving appropriate overtime.

13-6 In order to efficiently accomplish the mission of the Fire Department and the Union, the Employer will assign employees overtime subject to the following:

- a. Overtime assignments will be made on a non-discriminatory rotating basis except a Unit member starting on annual leave will not be subject to overtime, unless his/her services are necessary to meet mission requirements.
- b. The Employer will maintain a rotation list.

13-7 The Employer agrees to maintain records of all overtime worked or refused and such records will be made available to the Union upon request in connection with a complaint, grievance or an unfair labor practice charge. If a Unit member is offered overtime and declines, his/her name will be placed on the bottom of the list the same as if he/she had worked overtime.

13-8 Employees assigned overtime work will be given as much advance notice of such assignments as reasonable possible.

13-9 The Employer agrees to allow employees who are required to work overtime work prior notice, personal phone calls within the commuting area, at no expense to the Government.

13-10 Upon receipt of a timely request, the Employer agrees to relieve an employee from overtime assignment provided another qualified employee is available and willing to work the overtime.

ARTICLE 14
LEAVE AND ATTENDANCE

14-1 Annual Leave:

- (a) Employees earn and will be charged annual leave in accordance with applicable regulations. Except in an emergency, approval of annual leave will be obtained in advance of the absence.
- (b) Emergency annual leave is when an emergency necessitates leave without prior approval. The employee will notify his/her supervisor or other designated responsible person of the emergency situation normally within the first two (2) hours of the day the leave is taken. It must not be assumed, however, that a mere report of absence will necessarily result in favorable action. The Employer agrees to give consideration for an employee's failure to notify the Employer within the specified time period if some unpredictable occurrence should take place.
- (c) Supervisors are required to establish annual leave schedules for the leave year prior to the end of January of each year. This will insure that all employees are given the opportunity for a reasonable vacation period and to use all annual leave which cannot be carried forward to the following year.
- (d) Changes in policy on how many employees may take annual leave at the same time will be subject to impact and implementation bargaining prior to any such changes.
- (e) An employee who discharges a military reserve obligation retains his/her right to schedule annual leave at other times during the year. An employee's military reserve duty will not be used as a sole reason for disallowing leave, providing manning is adequate to meet mission requirements.
- (f) Tentative approval of the leave schedule to be finally arrived at will be given to each employee no later than 31 January of each year. Any employee who is dissatisfied with his/her tentatively approved schedule will have the opportunity of discussing it with the Chief of the Fire Protection Branch.
- (g) Any management-required cancellation of scheduled annual leave will be approved by the Chief of the Fire Protection Branch and/or his/her designee.
- (h) The Employer encourages the taking of short periods of leave at frequent intervals throughout the year to avoid the accumulation of large balances of leave which must be taken or lost at the end of the leave year. Employees possessing in excess of thirty (30) days annual leave are jointly responsible with their supervisors for developing a leave schedule to avoid an excessive use of leave in December.
- (i) Advanced annual leave will not exceed an amount that is reasonably assured to be subsequently earned during the balance of the leave year.

14-2 Sick Leave:

- (a) It is agreed and understood that the employees are reasonable for notifying their immediate supervisors or other Employer representative delegated to receive such reports, when they are prevented from reporting to work because of an incapacitating illness or injury. Such a request for sick leave will be made as soon as possible but in no case later than two (2) hours after the start of the employee's regular shift on the first working day of his/her absence.
- (b) Requests for sick leave for medical, dental, or optical examination or treatment will be made orally in advance with the immediate supervisor. The immediate supervisor will furnish the employee with a Standard Form 71 to show that he/she received such examination or treatment if the time off is to exceed four (4) hours.
- (c) In lieu of a medical certificate, when such a certificate would normally be required, the employee's signed statement explaining the nature of his/her illness may be accepted unless the employee is under a written requirement to the contrary.
- (d) The Employer will consider requests for advance sick leave from career and career-conditional employees who are incapacitated for duty because of serious illness or injury, provided all regulatory requirements are met.
- (e) The Employer will make reasonable efforts to provide light duty work to employees who are temporarily incapacitated for duty due to an on-the-job injury. The Employer will also give valid consideration to requests for light duty from employees who are temporarily incapacitated for duty because of non-job related illness or injury. Such light duty work must be available within the Fire Department, must be approved by the attending physician, and must not detract from the efficiency of the Fire Department.
- (f) The Employer has the authority to send an employee home on sick leave if he/she believes and is reasonable certain that the employee is sick and is endangering himself/herself or others in the performance of his/her duties. Disputes will be referred to the CPO.

14-3 Absence due to Drug/Alcohol Abuse Counseling and Rehabilitation:

- (a) The Employer and the Union recognize alcoholism and drug abuse as treatable illnesses that impair employee performance, attendance and conduct. Therefore, civilian abusers are given consideration and help the same as employees with other health problems.

- (b) The Parties agree that the Chief of the Fire Protection Branch and/or the on-duty Assistant Chief has the authority to direct an on-duty employee suspected to be under the influence of alcohol or drugs to submit to a medical examination by a Federal medical officer IAW program regulations. If the examination reveals that the employee is under the influence of alcohol or drugs, he/she will involuntarily be placed on sick leave for the remainder of his/her shift. An employee who refuses to submit to a medical examination or fails to cooperate with the examining physician will be subject to appropriate discipline IAW AFR 40-750.
- (c) The Chief of the Fire Protection Branch will request an employee suspected of having an alcohol or drug abuse problem to attend a counseling session with the Drug and Alcohol Abuse Control Officer. If the employee does not attend voluntarily, he/she will be directed to attend. Attendance at the initial counseling session will be conducted on official duty time. Sick, annual or leave without pay will be approved for subsequent counseling sessions, medical treatment and other rehabilitation activities.

14-4 Tardiness/Excuses Absences for One Hour or less:

Among the Employer's conditions of employment is the requirement for employees to be punctual in reporting for duty. When employees are tardy for reasons other than inclement weather, supervisors for good cause may:

- a. Excuse tardiness absences of 1-hour or less.
- b. Charge the tardiness to AWOL (in increments of 15 minutes), after proper notification and counseling, or
- c. Consider the employee's request for leave without pay (in increments of 15 minutes).

14-5 Adverse Weather Conditions Policy:

- (a) The authority for excusing employees who are tardy due to weather conditions is retained by the AFMTC Commander. Supervisors may not excuse a period of tardiness due to weather conditions in the absence of the AFMTC Commander's approval.
- (b) When extremely adverse weather conditions exist and interfere with normal transportation to work, the employee will be required to make every effort to report to work, unless the Employer has notified him/her not to report to work or to report at a later time. In the case of employees who do not report for duty during hazardous weather, annual leave is charged unless the supervisor concerned determines after personal review of the facts in each case that the employee made every reasonable effort to get to work but was unable to do so because of the weather conditions. Determining factors for consideration in the decision include: distance between the employee's residence and place of work, mode of transportation, etc.

- (c) An excused absence in an absence administratively authorized or approved which does not result in a charge to leave or in a loss of basic pay, including premium pay.
- (d) Supervisors have authority in accordance with applicable regulations to excuse necessary absences from duty of one (1) hour or less for adequate reasons any time during the working day.

14-6 Voting Leave. The Employer agrees that when the voting polls are not open at least three (3) hours either before or after an employee's regular hours of work, he/she will be granted an amount of excused leave to vote, which will permit him/her to report to work three (3) hours after the polls open or leave three (3) hours before the polls close, whichever requires the lesser amount of time. Under exceptional circumstances, an employee may be excused up to eight (8) hours.

14-7 Leave Without Pay:

- (a) The Employer agrees to consider requests from the Union concerning leave without pay for the purposes of participating in Union matters on an individual basis.
- (b) Employees in a leave without pay status shall maintain all rights and privileges, including rights to pay raises resulting from Congressional actions, in accordance with applicable regulations. It is understood, however, that extended leave without pay may affect an employee's eligibility for step increases, leave accrual and retirement eligibility credit.

14-8 Bereavement Leave. Upon the death of an immediate family member and request by the employee, a liberal leave policy will be followed.

14-9 Court Leave. Employees absent for court related services will suffer no loss in basic pay or premium pay, or of FLSA pay IAW applicable regulations and decision.

ARTICLE 15

TRADE TIME/EARLY RELIEF

15-1 Employees of equal grade, or within one grade, upon mutual consent and approval of the Fire Chief/Assistant Chief, may exchange periods of hours provided the exchange does not result in the payment of overtime. The Parties agree that employees trading time must be qualified to perform the duties of each other's positions. Such trading time must conform to the following:

- a. Trade time will not exceed more than 24 hours during a pay period for any one employee.
- b. The Fire Chief/Assistant Fire Chief must be notified one shift in advance, except in case of emergency.
- c. Traded time will be paid back no later than the following pay period.
- d. The individual(s) who actually worked during the trade time will be properly credited on their time card.
- e. The trading of time is done voluntarily by the employees participating in the program and not at the demand of the Employer.
- f. Firefighters who abuse this privilege by failing to fulfill the terms of the trade (except in case of illness or bonafide emergency) may be charged AWOL (absence without approved leave), and have the privilege withdrawn indefinitely, and subject themselves to disciplinary action.

15-2 Early Relief. The Employer agrees to support the practice of early relief whereby employees of equal grade or within one grade, upon mutual consent and approval of the Fire Chief/Assistant Fire Chief, may relieve another employee on the previous shift or tour of duty prior to the scheduled starting time. This practice will not have the effect of increasing or decreasing the number of compensable hours of work. The following rules are applicable to this practice:

- a. Employees reporting in on early relief will be required to report to the immediate supervisor on duty along with the employee being relieved.
- b. Early relief is limited to one (1) hour or less and need not be recorded.

ARTICLE 16

PERFORMANCE EVALUATION

16-1 Tests administered to employees by the Employer will be from those required by appropriate higher authorities or by the OPM. No additional tests will be imposed by the Employer except as part of a formal training program, or research project, or to determine the training needs of employees. Tests used to determine training needs or as part of research project will not be maintained by employees' names after their intended purpose is served.

16-2 Written tests may not be used as the sole mean of evaluating candidates for promotion. Tests may be used only as one part of the evaluating process, with due weight given to other appropriate factors such as training, experience, and performance appraisals.

ARTICLE 17
TRAINING

17-1 It is agreed that the Fire Department training program will be conducted in accordance with applicable USAF and ATC directives.

17-2 Drills:

- (a) The Parties agree that training is considered to be work and the Union recognizes that the assignment of work is a retained management right.
- (b) The Employer agrees to use good judgment in determining safe weather conditions all year round whenever schedule drills/training are conducted. Physical activities during these drills will not exceed those normally expected of firefighters. Weather conditions such as extreme cold (40 degrees and below), hot (85 degrees and above) etc., will be considered before structural drills are conducted. Management will make the determination on prohibitive weather after discussion with the Union. Normally all firefighters will be required to participate in the training program unless they are medically restricted. The shift chief will make sure that all firefighter personnel participating in hot drills will be completely clothed in protective clothing. Ambulance and crew will be physically present at the scene if at all possible.

17-3 IAW applicable Air Force personnel regulations, the Employer agrees to consider financial assistance to Unit members who take job-related courses, at state colleges and universities, by paying for their tuition, books and registration fees, provided funds are available. In order to be eligible for the financial assistance, the employee must request to attend the training in advance, obtain approval, and satisfactorily complete the course(s).

17-4 The Employer agrees to provide and maintain an adequate and up-to-date library on the science of fire fighting and rescue within the Air Force.

17-5 The Parties agree to encourage employees to take non-Air Force Fire Science courses for self-development purposes.

17-6 The Employer agrees to provide Unit members with adequate information concerning available fire fighting schools conducted by the DOD.

17-7 The Union agrees to encourage employees in the Unit to make themselves more available as employees by furthering their education. Employees will be urged to keep their supervisors and/or the Civilian Personnel Office advised of any training or additional experience obtained so that such may be recorded in their Official Personnel Folders and may be given due consideration for future promotional opportunities.

ARTICLE 18
PROMOTIONS

18-1 Promotions will be made in accordance with the procedures contained in the Merit Promotion Plan, or appropriate Air Force, DOD, or OPM Career Programs. Prior to implementing changes to the Merit Promotion Plan in force at the time of this Agreement, the Employer will notify the Union and identify the proposed changes, and negotiate on the issues that are negotiable, provided the Union requests such negotiations and submits timely proposals thereto. Complaints or disputes over application or interpretation of the Merit Promotion Plan will be resolved through use of the negotiated grievance procedure.

18-2 The Employer agrees that for the life of this Agreement, all Fire Protection and Prevention positions will be filled in accordance with the GS-081 position classification standard and the x-118 qualification requirements for this series.

ARTICLE 19

REDUCTION IN FORCE OR REORGANIZATION

Reduction-in-Force process will be administered in accordance with current and future Air Force and Civil Service regulations. The Employer agrees to notify the Union of proposed reduction-in-force in the unit as far in advance as practicable.

ARTICLE 20

POSITION CLASSIFICATION

20-1 The Employer agrees that supervisors, with the assistance of Civilian Personnel Office specialists, will explain to employees, upon request, the basis of the classification of their position, and resolve questions as to adequacy and accuracy of their position descriptions.

20-2 Dissatisfaction regarding classification of positions will be resolved in accordance with applicable regulations. Representatives of the Civilian Personnel Office will, upon request, advise and assist employees on the procedural aspects of filing position classification appeals. The employee may designate a representative to assist him in preparing the written appeal.

ARTICLE 21

DETAILS AND CUSTODIAL DUTIES

21-1 Details will be made IAW AFR 92-1. When an employee accumulates 15 shifts of experience on details to a position of different or higher level skills within a 12 month period, the employee may initiate Standard Form 172 and will furnish the supervisor with substantiating documentation for the supervisor to certify such experience and forward to the Civilian Personnel Office for crediting of the experience,

21-2 Custodial Duties. The Parties recognize that the cleanliness of work areas is a matter of concern for all supervisors and employees. The Union agrees to cooperate with the Employer in establishing practices of cleanliness and good housekeeping. However, the Parties further agree that in the interest of maintaining morale and good employer-employee relations, the Employer will assign custodial duties on an equitable rotational basis.

ARTICLE 22
EMPLOYEE DEBTS

22-1 The Employer and the Union agree that the an employee's failure without good reason to honor just debts, or to make and adhere to satisfactory arrangements for settlements with his/her creditor, is cause for disciplinary action. The table of penalties in AFR 40-750 will be utilized before any disciplinary action I taken for failure to make or adhere with arrangements made with creditors to honor valid debt. The supervisor must consider any good reason the employee may present as well as the seriousness of the circumstances involved. A just debt is one which has been reduced to a court judgment or its validity acknowledged by the employee.

22-2 It is recognized that employee debts are private and will be discussed with the employee as such.

ARTICLE 23

DISCIPLINARY ACTIONS

23-1 Disciplinary actions will only be taken for just cause IAW 40-750 and are grievable under the negotiated grievance procedure.

23-2 For the purpose of this Agreement, the term disciplinary actions includes oral admonishments, reprimands and suspensions of fourteen (14) calendar days or less. Letters of caution or requirement are not disciplinary actions, however, they are grievable under the negotiated grievance procedure.

23-3 Disciplinary actions taken against employees will be the minimum that can be reasonable expected to attain the purpose for which the action is initiated.

23-4 The Union will be given the opportunity to be represented at any examination of an employee in the Unit by a representative of the Employer in connection with an investigation if: (1) the employee reasonable believes that the examination may result in disciplinary action against the employee, and (2) the employee requests representation.

ARTICLE 24
ADVERSE ACTIONS

24-1 Adverse actions covered by this article are removals, suspensions of more than fourteen (14) days, furloughs of thirty (30) days or less, and reduction in grade or reduction in pay.

24-2 Adverse actions are subject to the procedures of the Merit System Protection Board (MSPB).

24-3 Adverse actions will be initiated and effected in accordance with applicable regulations. Management will provide 2 copies of the proposed adverse action to the employee.

24-4 During the conduct of an adverse action hearing, the employee may elect to be represented by a person of his/her choice.

ARTICLE 25

EMPLOYEE PERSONNEL FILES

25-1 No derogatory material of any nature which might reflect adversely upon the employee's character or Government career will be placed in his/her Official Personnel Folder (OPF) or any other file without his/her knowledge except as may be required by applicable law, executive order or regulation of USAF or higher authority supplemented by appropriate authorities.

25-2 Official Personnel Folder:

- (a) The OPF may be reviewed by, or be used to furnish information to supervisors and operating officials who are considering employees for promotion or other assignment, or for other official purposes in performing management responsibilities.
- (b) It is also agreed that to the extent that it is not contrary to law, regulation, or OPM policy, an employee, upon oral request, may allow an employee acting as the designated representative in formal appeal or grievance proceeding to inspect on official time the OPF of the person he/she is representing.

25-3 Supervisor's Record of Employee (AF Form 971)

- (a) The AF Form 971 is the Supervisor's personal and confidential record on subordinate employees' performance.
- (b) The Parties agree that access to the AF Form 971 will be limited to the employees concerned and persons having an official need-to-know.
- (c) The Employer further agrees that employees will be given the opportunity to discuss and initial favorable or unfavorable entries on the supplemental portion (Item 15) of the AF Form 971. The employee's initials indicate only that he/she is personally aware of such entries.
- (d) Letters of caution or warning filed with the AF Form 971 and similar entries made on the AF Form 971 will be treated IAW AFR 40-750; however, this does not preclude the supervisor from removing such entries earlier.
- (e) Records of complaints and charges determined to be unfounded, placed in the OPF, will be those authorized by the OPM as required record or necessary to document employee entitlement to back pay or other benefits. Such complaints and charges will not under any circumstances be considered a factor in connection with any disciplinary action, promotion, etc.

ARTICLE 26
GRIEVANCE PROCEDURE

Section 1. The purpose of this Article is to establish the procedures for the consideration of grievances over the interpretation or application of the agreement, and will be the exclusive procedure available to the Employer, the Union, and the employees in the unit for resolving such grievances. This procedure will not cover any other matters including the 5 USC 7121 (c) exclusions and matters for which statutory appeals procedures exist. Such matters will be presented under an authorized procedure available for that purpose. This Article relates solely to the negotiated grievance procedure.

Section 2. Questions involving interpretation of published agency policies or regulations, provisions of law, or regulation of appropriate authorities outside the agency will not be subject to the negotiated grievance procedure or to arbitration regardless whether such policies, laws, or regulations are quoted, cited, or otherwise incorporated or reference in the agreement.

Section 3. All grievances must be filed within 15 calendar days of the occurrence of the event that gives rise to the grievance. Time limits may be waived by mutual agreement of the parties.

Section 4. Questions that cannot be resolved by the employer and union as to whether or not a particular grievance is on a matter subject to the grievance procedure in this Article, or is subject to arbitration under this agreement, shall be forwarded for processing under rules established by the Federal Labor Regulations Authority.

Section 5. The initiator of a grievance may terminate it by written notification to the other party. Failure of the initiating party to comply with time limits or to proceed with prosecution of the grievance authorizes the other party to cancel the grievance. Failure to render a decision within stated time limits authorizes the initiator to advance the grievance to the next step.

Section 6. An identical grievance by two or more employees will be considered as a single grievance. A decision on such grievances applies to all employees in the group and each is given a copy of the decision. An employee may withdraw from a group grievance, in writing, any time before a decision is rendered; however, he may not then initiate the same or a substantially similar grievance.

Section 7. One union official (if the union is grieving), the employee (if the employee is grieving and representing himself) or the employee and his representative (if the employee is grieving and not representing himself) will be granted a reasonable amount of official time, if otherwise in a duty status, to prepare and present a grievance under this Article.

Section 8. At each step either party may offer documentary evidence and may call a reasonable number of necessary witnesses, as determined by the employer. Witnesses, if otherwise in a duty status, will be an official time.

Section 9. An employee (or group of employees acting as individuals) may take his grievance to the employer and have it adjusted, without the intervention of the union, as long as the adjustment is not inconsistent with the terms of this agreement, and the union has been given an opportunity to be present at the adjustment. However, employees presenting their own grievances under this Article must meet all requirements, such as observance of time limits for filing, which apply to this Article. All steps of this procedure up to, but not including arbitration, are available when an employee (or a group of employees acting as individuals) present a grievance without union representation. Employees who do not wish to represent themselves will be represented by the union or by a representative approved by the union.

Section 10. The same issue may not be processed twice under separate Sections of this Article.

Section 11. Employer/Union Initiated Grievances:

Step 1: Employee initiated grievances will first be taken up orally by the concerned employee with his immediate supervisor in an attempt to settle the matter. The employee may be represented if he so desires.

Step 2: If the matter is not satisfactorily settle following the initial discussion, the employee or his representative may, within eight (8) calendar days, submit the matter in writing to the Chief of the Fire Protection Branch. The Chief of the Fire Protection Branch will meet and/or reply to the grievance. He shall give his written answer within eight (8) calendar days after the last meeting on the issue. Extension may be granted by mutual consent.

Step 3: If the matter is not satisfactorily settle following the initial discussion, the employee or his representative may, within eight (8) calendar days, submit the matter in writing to the 3700 ABG/Fire Marshall, through Civilian Personnel Office (CPO). The Fire Marshall will meet and/or reply to aggrieved employee and his representative within eight (8) calendar days after receipt of the grievance. He shall give his written answer within eight (8) calendar days after the last meeting on the issue. Extensions may be granted by mutual consent.

Step 4: If the matter is not satisfactorily settled, the employee or his representative may, within eight (8) calendar days, submit the matter in writing to the 3700 ABGp Commander. The 3700 ABGp Commander will meet and/or reply to the aggrieved employee and his representative within eight (8) calendar days after receipt of the grievance. He shall give his written answer within eight (8) calendar days after the last meeting on the issue. Extensions may be granted by mutual consent.

Section 12: Employer Grievance: Employer grievances are submitted in writing by the AFMTC Commander or his designee to the Local President. The local President will meet and/or reply to the AFMTC Commander or designee within eight (8) calendar days after receipt of the grievance. The Local president shall give his written decision within eight (8) calendar days after he meeting. (Nothing herein will preclude either party from attempting to settle such grievances informally at the appropriate level.)

ARTICLE 27

HOLIDAYS

27-1 It is agreed that work on holidays designated by law or Executive Order shall be held to an absolute minimum subject to the mission requirements of the Employer.

27-2 Every effort will be made to extend leave to the employee to observe a religious holiday associated with the faith of the employee, unless the granting of leave would adversely affect the mission and/or operation of the organization.

ARTICLE 28

ULP INFORMAL SETTLEMENT

28-1 PURPOSE. This Article sets forth procedures for processing unfair labor practice allegations under 5 USC 7116, before such allegations are formally filed with the Federal Labor Relations Authority under its rules. The express intent of the parties is to facilitate informal discussion concerning alleged unfair labor practices and enhance the possibility of informal resolution thereof, before such allegations are formalized before a third party.

28-2 APPLICATION AND COVERAGE. The procedures set forth herein will be applied when either party alleges that the other party has violated a provision of 5 USC 7116; however, allegations involving section 7116 (b) (7) (A) are exempt from this Agreement.

28-3 RIGHTS UNDER LAW. The procedures set forth in this Article shall not negate either party's right under 5 USC 71 to allege violations of Section 7116 of that Title before the Federal Labor Relations Authority in accordance with its rules. However, where the parties execute a settlement agreement resolving a particular allegation, that allegation shall be precluded from further processing before the Authority. Only the local Union President or his written designated representative may file a ULP.

28-4 PROCEDURES:

(a) Where a party of this Agreement believes that the other party has engaged in any act prohibited by 5 USC 7116, that charging party must notify the responding party of an intent to file an unfair labor practice charge with the Federal Labor Relations Authority. Such notification must be received by the responding party at least 15 calendar days prior to the filing of such charge with the Authority. Alleged violations of Section 7116 (b) (7) (A) of 5 USC 71 are exempt from this requirement and shall be processed in accordance with applicable rules of the Authority.

(b) Where the Local Union is the charging party, written notification will be served upon the activity Labor Relations Officer. Where the activity is the charging party, the activity Labor Relations Officer shall serve the Local Union President.

(c) The written notice must contain a clear and concise statement of the facts constituting the alleged unfair labor practice, including the time and place of occurrence of the particular acts, any supporting documentation, and the specific provisions of Section 7116 alleged to have been violated.

(d) The activity Labor Relations Officer may meet/discuss informally with the Local union President to discuss the alleged unfair labor practice(s). Such discussions/meetings shall normally take place within 10 calendar days of receipt of written notice by a responding party as provided above.

(e) When a discussion is held, a determination will be made as follows:

- (1.)The Issue.
- (2.)Facts leading to the alleged ULP.
- (3.)Identify the witnesses the charging party desires to be contacted.
- (4.)Arrangements for further discussion between the parties.

(f) The responding party may the factfind the case and develop information regarding the alleged ULP.

(g) The party notified of an unfair labor practice allegation as provided in Subsection (a) of this Section shall render a decision to the charging party within 15 calendar days of receipt of such notice unless an extension is granted by the charging party. Should the facts negate the ULP, agreement will b reached to terminate the proceedings. If the facts support the proposed charge, remedies will be decided. If the parties are unable to resolve the matter, or if the responding party fails to issue a written decision within the time limits provided herein, the charging party may then pursue the matter before the Federal Labor Relations Authority in accordance with its rules.

28-5 ENFORCEMENT. Disputes over interpretation and application of this Article shall be resolved exclusively under the Negotiated Grievance Procedure.

ARTICLE 29
SAFETY

29-1 The Employer agrees to make every reasonable effort to provide and maintain safe working conditions and industrial health protection for Unit members. The Union agrees to assist management in insuring that employees comply with Occupational Safety and Health guidance; promptly report safety, fire, and health hazards; promptly report occupational injuries and illnesses to the supervisor; and use required protective clothing and equipment. The Employer agrees to abide by all applicable Federal safety requirements as promulgated by Air Force directives and standards. The Employer agrees to take or recommend corrective disciplinary or administrative action, as appropriate, for failure of the employee to comply with safety and health requirements.

29-2 The Employer will notify the Union within 72 hours after a Unit member is injured on the job. The notice will include the name of the injured employee, cause and extent of the injury, and date and time that the injury occurred.

29-3 The Employer agrees that the Union may designate one (1) Union representative to serve as a member of the AFMTC Safety Council. Grievable issues will not be presented at these meetings.

29-4 All disputes arising under this Article that are not resolved by the AFMTC Safety Council will be considered proper subjects for adjustment under the negotiated grievance procedure. Any grievance will be investigated and when filed by the union in accordance with the grievance procedure of this Agreement will be introduced at the level immediately preceding arbitration.

29-5 Should an OSHA inspector inspect and tour the Fire Department facilities subject to the inspector's consent, a Union representative may accompany him/her.

29-6 The Base Clinic will continue to provide emergency treatment to employees who suffer on-the-job injuries or illness. The injured employee's designation of a commuting areas medical facility will be considered and honored, if reasonable under the circumstances. In the case of burns requiring immediate medical attention, an employee will have the option to initially select a qualified physician and/or burn center of his/her choice.

29-7 An Employee Data Sheet will be maintained in the Fire Department, by the Union, on each member of the Unit. The data sheet will include name, age, height, blood type, allergies, etc.; preferences of medical facilities and whom to notify in case of an emergency. The information sheet is not limited to the above and can be broadened, if needed. The information given by the Unit

members will be on a strictly voluntary basis and Unit members who provide the data agree to waive all rights under the Privacy Act if this information is disclosed over radio, etc., in the event the individual needs immediate medical attention during an emergency. The data sheet will be kept in a secure place, readily available to the alarm room operators for use in case of an emergency. To insure the data sheets are current they may be updated by the employee at least once every six (6) months and more often if needed, and the person updating them will clearly initial and date the sheet at the time of updating. The Union agrees to encourage the Unit members to provide the data and to keep their sheets updated.

29-8 Procurement and issue of personal protective clothing and equipment items will be controlled through current tables of allowances, or in conjunction with the functional manger, safety officer and bioenvironmental engineer. Items of protective clothing and equipment should meet National Institute for Occupational Safety and Health (NIOSH) or American National Standards Institute (ANSI) standards.

29-12 The Employer agrees that all equipment will be tested in accordance with Air Force regulations. NFPA and IFSTA standards will also be used as guides for testing equipment.

29-13 The Employer agrees that all emergency motorized fire fighting equipment will receive high priority for maintenance, to insure that the emergency vehicles will be in a safe operating conditions as outlined in appropriate technical manuals for each vehicle will be approved by the Base Commander or the Staff Duty Officer.

EMPLOYEE DATA SHEET

Employee's quick reference in case of accident. To be kept in a private place for use by the senior fire officer and for the alarm room operators for quick use by telephone and/or radio.

NAME: _____ \ _____ AGE: _____

DATE OF BIRTH: _____ SSAN: _____

HEALTH BENEFITS CARRIER: _____ CARRIER NUMBER: _____

DIABETIC? _____ OTHER? _____

DENTURES? _____ GLASSES? _____

TYPE (IF ANY) MEDICATION REGULARLY TAKEN? _____

ANY ALLERGIES TO CERTAIN MEDICINES? _____

WHERE DO YOU WISH TO BE TAKEN FOR MEDICAL TREATMENT IN CASE OF THE FOLLOWING EMERGENCIES?

1. MAJOR ACCIDENT: BROKEN BONES, SHOCK, UNCONSCIOUSNESS, ETC. _____

2. MEDIUM BURNS: FIRST AND SECOND DEGREE: _____

3. MAJOR BURNS: SECOND AND THIRD DEGREE: _____

NAME, ADDRESS AND TELEPHONE NUMBER OF THE PERSON YOU WISH NOTIFIED IN CASE OF EMERGENCY.

1ST CHOICE _____

2ND CHOICE _____

This document may be updated at least once every 6 months and more often if needed and will be plainly initialed and dated by the employee at the time of each updated and may be inspected by the Union at any time to check for compliance.

IN CASE OF ACCIDENT OR EMERGENCIES, I HEREBY WAIVE AND RENOUNCE ANY AND ALL RIGHT TO LEGAL RECOURSE I HAVE UNDER THE FREEDOM OF INFORMATION ACT AND THE PRIVACY ACT. I AM FULLY AWARE THAT DURING EMERGENCIES THE RELEASE OF ANY OR ALL OF THE INFORMATION CONTAINED HEREIN COULD MEAN THE DIFFERENCE BETWEEN LIFE OR DEATH FOR ME AND I HAVE GIVEN THIS INFORMATION OF MY OWN FREE WILL WITH THIS IN MIND.

Date

Employee Signature

ARTICLE 30

JOB RELATED MEDICAL AND PHYSICAL PERFORMANCE

EVALUATIONS

Section 1: The Employer will provide an annual medical and physical performance evaluation with emphasis on cardiac and respiratory disease.

- (a) The physical examination is to include EKG, blood work, xrays, and any other test deemed necessary by the physician to ensure the employee is in good physical condition. This assessment of the employees' coronary artery disease risk factors will be made yearly or prior to enrollment in an exercise program. New Unit employees will have this evaluation accomplished as part of their preemployment physical examination.
- (b) The Employer agrees to notify the employees at least 24 hours in advance of their scheduled annual physical examination except in those instances where employees are required to schedule their own physicals. Normally, the annual physical examination will not be scheduled on a day the employee is returning to duty from scheduled annual leave, sick leave or "Kelly" day. Unit employees will report for physicals on the date and time established for the examination.
- (c) The Fire Chief or his designed will establish a physical fitness program with advice from a qualified physical fitness person. It is the responsibility of the medical department to monitor and determine the medical fitness of the employee for work and the exercise program. It is management's responsibility to insure personnel activity to participate in the program.

ARTICLE 31
INJURY COMPENSATION

31-1 EMPLOYEE'S RESPONSIBILITY. When an employee is injured in the performance of his/her duty, the employee is responsible for notifying the supervisor of the incident, as soon as possible, (usually within the same work shift). The employee, or his/her designated representative, will provide the supervisor the written notification of traumatic injury (CA-1) as soon as possible after the injury (usually two workdays). The supervisor will process the CA-1 and other pertinent information in a timely manner and forward to the CCPO for further processing.

31-2 An employee who sustains a disabling, job-related traumatic injury is entitled to the continuation of his or her regular pay for a period not to exceed 45 days without a break in time unless such right is controverted by the employee's employing agency.

31-3 When an employee is injured in the performance of his/her duty, the employee will be counseled as to his/her right to file for compensation benefits and the benefits payable. He/she will also be advised that Continuation of Pay (COP) may be used in lieu of sick or annual leave in connection with such injuries.

31-4 The Employer will notify the Union in the event of serious industrial injury, illness or death, of the name of the Unit member involved within 72 hours after contact has been made with the employee's emergency addressee. The Union will be advised of the name and address of the next of kin in the case of death.

31-5 Upon request, the Employer will make available to the employee for review, all regulations and controlling directives pertaining to Workers' Compensation, including chapter 810 of the Federal Personnel Manual.

ARTICLE 32

CIVIL DISTURBANCES/JOB ACTIONS

32-1 Fire Protection Branch personnel will be utilized only in accordance with the applicable directives and law covering civil disturbances.

32-2 Fire Protection Branch personnel will be provided necessary protection when send into the area of a civil disturbance/job action, if management determines such protection is necessary.

32-3 When a civil disturbance is anticipated or in progress, each request for fire fighting assistance which will require dispatch of Unit members to an off-base location, will be approved by the Base Commander or the Staff Duty Officer. In the event that neither the Base Commander nor the Staff Duty Officer is readily available, any management official in the Fire Department's chain of command may provide approval.

ARTICLE 33

UNIFORMS

33-1 It is agreed that the policy regarding the wearing of the uniform, initial and replacement allowance, are established by Statutes, Department of Defense and Department of the Air Force regulations and that the Employer must comply with these regulations.

33-2 The Employer agrees to provide each employee identifying badges and cap ornaments IAW AFR 40-12.

33-3 It is further agreed that an employee may purchase and only wear tee-shirts that are either white or blue with the IAFF logo and/or Lackland AFB logo. Such tee-shirts may not be worn as outer garments away from the station house unless the employee is performing work which requires active physical effort.

ARTICLE 34
GENERAL PROVISIONS

34-1 When an employee in the Unit has reason to question the accuracy of his/her payroll record, annual leave balance, sick leave balance or payroll deductions, the Employer will allow the employee to investigate the matter IAW AFR 40-300. Employees in the Unit who have applied for retirement or have submitted their resignation, have the option of withdrawing the application or resignation at any time prior to their termination, provided management has not committed the position to someone else. Management will provide proof that commitment was made, upon request.

34-3 The Employer agrees to provide adequate rations and water for Unit members engaged in an on or off-base fire fighting operation or other extended on or off-base emergency assignment.

34-3 Unit members will be allowed to use base dining facilities, provided the use of such facilities do not interfere with the completion of assigned duties.

ARTICLE 35

HEALTH, WELFARE, MORALE AND LIVING CONDITIONS

35-1 The Employer agrees to furnish and maintain adequate living quarters for fire fighters in the Unit, including but not limited to, reasonable space for cooking of meals and snacks, dining facilities, sleeping areas, recreational facilities and toilet and bathing facilities. The furnishings for such facilities, supplies and maintained by the Employer, will include, but is not limited to, beds with bedding, cook stoves, dishwashers, refrigerators, dishes, utensils, comfortable furniture, televisions and other recreational equipment. The Parties agree that the above mentioned conditions are being met at the time of the Agreement.

35-2 The Employer agrees to provide laundry services for bed linen once each week. Bedspreads, pillows and blankets will be cleaned on a quarterly basis, or more often if needed.

35-3 Equipment such as heating and air conditioning which affects the health, comfort and morale of the Unit members will receive prompt repair and replacement when needed.

35-4 The fire inspectors will be afforded the same privileges as fire fighters during their 24 hour shift, whenever applicable.

35-5 The Employer agrees to provide Unit employees sufficient time to properly prepare the meals the employee will consume that day, provided such activities do not interfere with the employer's duties.

35-6 The Employer agrees to permit the placement and use of a television in the alarm room. In the event that the use of the television interferes with the efficiency of alarm room operations, the Employer may suspend or discontinue the use of the television.

ARTICLE 36
CONTRACTING OUT

36-1 As stated in the Employer Rights article, management has the right to make determinations with respect to contracting out. Employees in the unit would be seriously impacted by contracting out the Base Fire Protection Service. In order to keep unit employees informed, management agrees to notify the Union of contracting out studies of the Base Fire Protection Service at the earliest possible date and provide all requested information and data allowed by governing regulation.

36-2 The Parties agree to safeguard all information consistent with applicable regulations.

36-3 The Union will be consulted on the implementation of new or revised personnel policies affecting working conditions of unit employees.

36-4 The Employer will allow timely opportunity for Union input during the formulation of any required statement of work.

ARTICLE 37
DUES WITHHOLDING

37-1 Any employee officially assigned to Lackland Air Force Base who is a member in good standing of the Union may authorize an allotment of pay for the payment of his/her dues for such membership.

37-2 Allotted dues will be withheld biweekly from the first complete biweekly pay period after a properly completed and signed SF 1187 is received by the servicing Civilian Personnel Payroll Office. The amount to be withheld shall be exclusive of initiation fees, assessments, back dues, fines and similar charges and fees. If the amount of regular dues is changed by the Union, the Finance Officer will be notified in writing by the President of the Union and/or Secretary-Treasurer of the rate and effective date of the amended dues structure. The amended amount will be withheld effective on the first pay period following receipt of the written notification by the Finance Office unless a later date is specified by the Union. Only one such change may be made in any period of twelve consecutive months.

37-3 Within three workdays following completion of each deduction payroll, the Finance Officer will remit the amount due the Union to the Secretary-Treasurer of the Union who is designated to receive the remittances. Each remittance will be accompanied by a statement in duplicate giving the following information:

- a. Identification of office or installation.
- b. Identification of Union.
- c. Names of members for whom deductions were made and the amount of each deduction.
- d. Names of members for whom deductions previously authorized were not made, with coding to show reason for nondeduction.
- e. Total number of members for whom dues were withheld.
- f. Total amount withheld on this payroll.
- g. Net amount remitted.

37-4 The Union and the Employer agree, respectively, to the following:

- a. The Union will notify the Finance Officer within five (5) workdays when the employee with a current allotment authorization ceases to be a member in good standing.
- b. The Union will send to the Finance Officer within five (5) workdays any written revocation of allotment received by the Union

- c. The Finance Officer will send a copy of each written revocation received by the Accounting and Finance Office to the Union with the remittance report for the first deduction payroll prepared after receipt of the revocation.

ARTICLE 39

DURATION OF AGREEMENT

39-1 The effective date of this Agreement will be the date it is approved by HQ ATC, and it shall remain in effect for three (3) years from the date it is signed by the Parties. Thereafter, it will remain in effect for successive periods of one (1) year unless either Party gives the other written notice of intention to terminate or renegotiate the Agreement no less than sixty (60) calendar days nor more than ninety (90) calendar days prior to the next anniversary date. Such notice will be accompanied by the written proposals to be renegotiated. Negotiations will begin no later than sixty (60) calendar days after these conditions have been met. While renegotiation is in process, the existing Agreement will remain in effect.

39-2 The Parties recognize that changes are occasionally made in laws which are binding upon the Employer. Where such changes contain provisions which prohibit a practice contained in this Agreement, such practice shall be discontinued. Upon renegotiation of this Agreement, it will be revised to conform with the changes.

AUTHENTICATION

Signed this 24th day of August 1984.

FOR THE UNION:

FOR THE EMPLOYER: