

Agreement
between the

412th Test Wing
Edwards Air Force Base
California

and

Local F-53

of the

International Association
of Firefighters (IAFF)
AFL-CIO

October 8, 2020

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PREAMBLE

In accordance with the provisions of the Federal Service Labor-Management Relations Statute, Chapter 71 of Title 5, U.S. Code, hereinafter referred to as the “Statute”, the following Labor-Management Agreement, hereinafter referred to as the “Agreement”, is entered into between the 412th Test Wing, Edwards Air Force Base, California hereinafter referred to as the “Employer”, and the Local F-53 of the International Association of Firefighters, AFL-CIO, hereinafter referred to as the “Union”, collectively known as the “Parties”, on behalf of employee(s) in the described bargaining-unit, hereinafter referred to as “Employee(s)”.

It is the intent and purpose of the Parties to this Agreement to promote and improve the efficient administration of the Federal service and the well-being of Employees; to establish an Agreement which provide Employees with an opportunity to participate, through representation, in the formulation and implementation of personnel policies, practices and procedures, and matters affecting the conditions of their employment, as appropriate; and to provide means for negotiations, consultations, discussions, and adjustment of matters of mutual interest.

Parties recognize that they are governed by applicable existing policies and regulations of appropriate authorities, such as Presidential Executive Orders, Department of Defense (DoD) polices and regulations, United States Air Force (USAF) policies and instructions, government-wide rules and regulations, and local Operating Instructions (OIs). In cases of conflict between this Agreement and any Air Force instruction, regulation, or policy issued subsequent to the approval of this Agreement, this Agreement shall take precedence over the instruction, regulation, or policy unless mutually agreed to by the Parties. In cases of conflict between this Agreement and any local instruction/policy and/or Fire Department Standard Operating Instruction (SOI) issued subsequent to the approval of this Agreement, this Agreement shall take precedence over the local instruction/policy and/or Fire Department SOI unless mutually agreed to by the Parties.

Should any part or provision of this Agreement be rendered or declared invalid or illegal by reason of any existing or subsequent law, regulations, or ruling of proper authority, the invalidation of such part or provision of this Agreement shall not invalidate any of the remaining parts or provisions of this Agreement. Portions of this Agreement not affected shall remain in full force and effect. If any portion of this Agreement is declared invalid or illegal, then the affected Parties will meet within thirty (30) calendar days or as mutually agreed to re-negotiate the portion(s) of this Agreement that was declared to be invalid or illegal. Portions of this Agreement not affected shall remain in full force and effect.

Whenever language in the agreement refers to specific duties or responsibilities of supervisors, management officials, or other specific individuals, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the employer retains the sole discretion to assign work and to determine which individuals will perform those duties.

ARTICLE 1

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1. The Employer hereby recognizes the Union as the Exclusive representative of all employees in the unit, as defined in Section 2 below, and the Union recognizes its responsibility of representing these employees without discrimination and without regard to membership status in the Union.

Section 2. The bargaining unit, as described in the Decision and Order granting Petition for Clarification of Unit, SF-RP-70015, consists of all nonsupervisory employees of the Fire Protection Division, Air Force Flight Test Center, Edwards Air Force Base, California.

Section 3. The following employees are excluded from the bargaining unit covered by this Agreement: Management officials, supervisors, and employees as described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

ARTICLE 2

DURATION OF AGREEMENT

Section 1. In accordance with the Statute, the Agreement between the Parties will be submitted for Agency Head Review to determine compliance with applicable laws, rules, and regulations. If the final Agency Head decision is that one or more sections of the Agreement are disapproved or otherwise deemed nonnegotiable, those sections will be severed from the remainder of the Labor-Management Agreement and all other sections of the Agreement will go into effect.

The effective date of this Agreement will be the date of its approval by the Department of Defense or thirty-one (31) days after execution, whichever is earlier. It will remain in full force and effect from that date until its termination date, which will be three (3) years less one (1) day from the date of its execution. It shall be automatically renewed for successive periods of one (1) year, unless either party gives written notice to the other of its desire to reopen, modify, or terminate the Agreement. This written notice must be given not more than one hundred and five (105) calendar days and not less than sixty (60) calendar days preceding the expiration of this Agreement. Both Parties agree to an exchange of proposed ground rules, proposed changes in articles and sections, and any proposed new articles and sections at a mutually agreed upon date of not more than twenty eight (28) calendar days after the date of this written notice unless date extended by mutual agreement. Negotiations on the proposed ground rules, proposed changes in articles and sections, and any proposed new articles and sections shall commence as soon as possible but not later than fifteen (15) calendar days after this mutual exchange of proposals, unless date extended by mutual agreement.

Section 2. This Agreement shall be brought into conformance with current published Air Force

policy and regulations at the time it is renegotiated, renewed, or extended.

Section 3. When renegotiation is in process, but will not be completed by the expiration date of this Agreement, the Agreement will be extended through the day prior to the effective date of the new Agreement.

Section 4. The Parties agree that they have bargained fully with respect to all proper subjects of collective bargaining and have settled all such matters as set forth in this Agreement.

ARTICLE 3

NEGOTIATIONS

Section 1. It is agreed that matters appropriate for negotiation between the Parties include personnel policies and practices and matters affecting working conditions that fall within the scope of the Employer's authority, subject to Article 17 of this Agreement. Such matters include, but are not limited to, safety, training, granting of leave, labor management relations, employee services, promotion plans, methods of adjusting grievances, demotion practices, and hours of work. These matters relate to policy determinations, not day-to-day operations.

Section 2. Negotiation on policy matters, as defined in Section 1, will be conducted between the President of Local F-53 and his designee and the Labor Relations Officer or the appropriate management official who has policy making authority on the subject to be discussed. Discussion on day-to-day matters shall be conducted at the lowest practicable level; normally between a Station Chief and a Union representative working at that station.

Section 3. Agreements reached under Section 2 of this Article and considered significant will be negotiated/coordinated with the Labor Relations Officer and documented as Memorandums Of Agreement (MOA). Such MOAs will remain in effect for the duration of this Agreement unless both Parties mutually agree otherwise.

Section 4. Prior to implementing changes subject to negotiations, the Employer will provide written notice to the Union of the changes. If the Union has any proposals relating to the change(s), they will be provided in writing to the Labor Relations Officer within fifteen (15) calendar days following the Employer's notice of the change. Exceptions to the fifteen (15)-day response time will be made when mutually agreed or when required to meet time limits imposed by other than the Employer.

Section 5. Throughout the contract, unless otherwise specified, it is understood that references to laws, rules, and regulations, means those in effect at the time a concern about them arises unless said rules or regulations are in conflict with any article within this Agreement.

ARTICLE 4

UNFAIR LABOR PRACTICES

Section 1. Unfair labor practices are those prohibited management and Union activities described in 5 USC 7116. The Employer and the Union agree to attempt expeditious resolution of alleged unfair labor practices prior to filing a formal charge with the Federal Labor Relations Authority (FLRA). Procedures described in Section 2 and 3 will be followed in attempting informal resolution.

Section 2. A charge by the Union that the Employer committed an unfair labor practice will be submitted in writing to the Labor Relations Officer. The letter will include a concise statement of the charge; sufficient detail to identify and clarify the basis of the charge; a statement of the specific provision of 5 USC 7116(a) allegedly violated; and the remedy sought. The Employer will have fifteen (15) calendar days to attempt resolution of the charge and/or to submit a written response. If the charge is not resolved to the satisfaction of the Union during the fifteen (15) calendar days allotted, the Union may file formal charges with the FLRA.

Section 3. A charge by the Employer that the Union committed an unfair labor practice, except alleged violations of 5 USC 7116(b) (7) will be submitted in writing to the ranking F-53 Union officer on duty. The letter will include a concise statement of the charges; a statement of the specific provision of 5 USC 7116(b) allegedly violated; sufficient detail to identify and clarify the basis of the charge, and the remedy sought. The Union will have fifteen (15) calendar days to attempt resolution of the charge and/or to submit a written response. If the charge is not resolved to the satisfaction of the Employer during the fifteen (15) calendar days allotted, the Employer may file formal charges with the FLRA.

Section 4. Formal unfair labor practice charges submitted to the FLRA will be filed in accordance with rules and regulations promulgated by the FLRA. The Employer and the Union recognize that informal resolution procedures prescribed in Section 2 and 3 of this Article does not serve to extend time limits established by the FLRA for filing charges.

Section 5. If the Parties elect to use a form of Alternative Dispute Resolution (ADR), the Parties will do so in accordance with applicable laws and instructions unless otherwise agreed.

ARTICLE 5

NEGOTIATED GRIEVANCE PROCEDURES

Section 1. The purpose of this Article is to establish procedures for the resolution of grievances. The Employer and the Union agree that grievances should be settled in an orderly, prompt and equitable manner which will maintain the self-respect of the employee and be consistent with the principles of good management. Every effort will be made by the Employer and Union to settle grievances quickly and at the lowest possible level of supervision. Employees will be

unimpeded and free from restraint, interference, coercion, discrimination, or reprisal in seeking appropriate adjustment of their grievances. The initiation of a grievance in good faith, by an employee will not cast any reflection on the employee's loyalty to the Employer.

Section 2. Alternate Dispute Resolution (ADR). – The Union and the Agency agree ADR increases either Parties' opportunity to resolve workplace disputes. Both Parties also agree that ADR is not intended to replace the negotiated grievance procedure and that use of the ADR process is strictly voluntary. The Parties understand that ADR can provide long-term solutions to employee-employer conflict. If the Parties elect to use a form of ADR, the Parties will do so in accordance with the established Air Force ADR Policy.

Section 3. Merit System Protection Board (MSPB) Appeals. If an employee elects to appeal to the MSPB (if the action is appealable under law or regulation), he or she must submit their appeal no earlier than the effective date of the action and no later than 30 calendar days after its effective date. The MSPB regulations are available at www.mspb.gov

Section 4. Coverage and Scope – Activity Level:

a. Except as provided for in Section 5, this Article shall constitute the sole and exclusive procedure available to the Employer, Union, and employees of the bargaining unit for the resolution of grievances.

b. Employee(s) Grievances: A grievance by the bargaining unit employee(s) is a request for personal relief in any matter of concern or dissatisfaction, subject to the control of the Employer.

c. Union or Employer Grievances: A grievance by the Union or Employer is a request for relief over the interpretation and application of the CBA, or any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

Section 5. Exclusions. The following matters, which are not all inclusive, are excluded from the formal grievance procedures; however, there may be other procedures to resolve these issues, such as ADR, filing an MSPB appeal:

a. Any claimed violation relating to prohibited political activities on the part of a Federal Employee.

b. Retirement, life insurance, or health insurance.

c. A suspension or removal for National Security reasons under Title 5, U.S. Code, Section 7532.

d. Matters covered under Title 5, U.S. Code, Section 7512. This concerns actions involving removal, suspensions for more than fourteen (14) days, reduction in grade or pay, and furloughs for thirty (30) days or less.

- e. Any examination, certification, or appointment regarding a hiring action.
- f. The classification of any position that does not result in the reduction in grade or pay of an Employee.
- g. Allegations of discrimination or commission of a prohibited personnel practice as defined in Title 5, U.S. Code, Section 2302(b)(1).
- h. Non-selection for promotion from a group of properly ranked and certified candidates.
- i. The content or interpretation of published Department of Defense (DoD) or Department of Air Force policies or regulations, provisions of law, or regulations of appropriate authorities outside the DoD, regardless of whether such policies, laws or regulations are quoted, cited, otherwise incorporated or referenced in this Agreement.
- j. Notice or proposed action(s) or warning notices, the final action of which may be appealable under other procedures or grievance under this or other procedures.
- k. Separation/termination of temporary Employee(s), on or before the expiration of the appointment, and Employees during their probationary/trial period.
- l. Actions where no form of personal relief to the Employee is available.
- m. The substance and the contents of an Employees' performance plan. However, if the performance standards are not absolute, not consistent with the duties and responsibilities of the position, or not attainable, then the Employee has the right to grieve.
- n. The assignment of ratings of record.
- o. Denial of a within-grade increase.
- p. Decisions to employ a Reduction in Force and the results of such reduction.
- q. Non-adoption of a suggestion or disapproval of a quality salary increase, performance award, or any other discretionary award.
- r. Disputes arising out of the application of temporary promotion procedures.
- s. Any claims for back pay, overtime, or other compensation under the Fair Labor Standards Act (FLSA) or 5 CFR 550 or 5 CFR 551.
- t. Unacceptable performance matters covered under Title 5, U.S. Code, Section 4303.
- u. The decision by either party to not extend the time limits of the grievance procedure.
- v. Any issue previously decided in an earlier grievance brought by the Employee.

- w. Requirement to submit to a fitness for duty examination.
- x. Disputes concerning recruitment, retention, or relocation payments.

Section 6. Representation:

a. The Parties are obligated to resolve problems and grievances filed under this Article promptly and as close to the source as possible.

b. Notwithstanding Article 11, Section 8, and EO 13837, *Ensuring Transparency, Accountability, and Efficiency in Taxpayer Funded Union Time Use*, employees may not use official time to prepare or pursue grievances (including arbitration of grievances) brought against an agency under these procedures pursuant to section 7121 of title 5, United States Code, except where such use is otherwise authorized by law or regulation.

c. Management shall not conduct any formal grievance hearing, meeting, or discussion with the grievant(s) without giving the Union the right to be present.

d. This Agreement does not preclude any employee from exercising appellate rights established by law or regulation on any matter that is not grievable under this Negotiated Procedure.

Section 7. Employee Grievance Procedure: The following procedures are established for the resolution of grievances of the Parties and all bargaining unit employees:

Step 1. An employee of the Unit desiring to file a grievance must submit the grievance in writing within twenty (20) calendar days after occurrence of the incident or reasonable knowledge of the incident (whichever occurs first). Grievances will be submitted to the Fire Chief or designee, Step 1 Deciding Management Official (DMO). A Step 1 decision will be issued within twenty (20) calendar days of the date the grievance was received. In cases where employees have elected self-representation, the Union will be provided a copy of management's response at each step of the grievance.

Step 2. Should Step 1 fail to resolve the grievance to the satisfaction of the grievant, it will be filed with the CE Director or his/her designee within twenty (20) calendar days from the date of the Step 1 decision or the expiration of the Step 1 (20 calendar days) response period, whichever occurs first. Additional issues or remedies may not be raised at this step. A written Step 2 decision from the CE Director or designee will be made within twenty (20) calendar days of the initial receipt of the Step 2 grievance. Should the final decision at Step 2 not be a satisfactory resolution to the grievance, the Union may refer the matter to arbitration pursuant to Article 6 of the Agreement.

Section 8. Union/Employer Grievance Procedure: Grievances between the Union and Employer at the Wing level shall be processed in the following manner:

a. Union Grievances: The Union may initiate a grievance by submitting it in writing to the CE Director or designee within twenty (20) calendar days after occurrence of the incident or

reasonable knowledge of the incident (whichever occurs first). The Union President or designee is encouraged to meet with the DMO to discuss and attempt to resolve the grievance. The DMO will render a written decision within twenty (20) calendar days after receipt of the Union grievance. If the decision is unacceptable, the matter may be submitted to arbitration pursuant to Article 6 of the Agreement.

b. Employer Grievances: The Employer may initiate a grievance by submitting it in writing to the Union President within twenty (20) calendar days after receipt of the notice of action, occurrence of the incident or reasonable knowledge of the incident (whichever occurs first). The Representative of the Employer and the Union President or designee are encouraged to meet to discuss and attempt to resolve the grievance. The Union President or designee will render a written decision within twenty (20) calendar days after receipt of the Employer's grievance. If the decision is unacceptable, the matter may be submitted to arbitration pursuant to Article 6 of the Agreement.

Section 9. 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. All disputes of grievability or arbitrability will be referred to arbitration as a threshold issues in the related grievance.

Section 10. As a matter of concern between the Union and the bargaining unit employees, it is understood that nothing in this Agreement shall be so interpreted as to require the Union to represent a unit 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 11. The time limits stated throughout this Article may only be waived with the mutual consent of the Union and the Employer. Such consent must be confirmed in writing.

ARTICLE 6

ARBITRATION

Section 1. If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance may be submitted for arbitration. The following procedures will apply when invoking arbitration:

a. If the Union wishes to invoke arbitration, the Local Union President, or designee, must present to the Labor Relations Office a written invocation for arbitration within thirty (30) calendar days of receipt of the final decision, decision on a unit-wide grievance, or in the absence of a decision, the date the decision was due.

b. If the Employer wishes to invoke arbitration, the Labor Relations Officer, or designee, must present to the Local Union President a written invocation for arbitration within thirty (30) calendar days of receipt of decision on an employer initiated grievance, or in the absence of a decision, the date the decision was due.

c. Within thirty (30) calendar days of receipt of the grieving party's invocation for arbitration, the grieving party will contact the other party to select an arbitrator. Within thirty (30) calendar days of selection of an arbitrator, the grieving party will contact the arbitrator for availability.

d. Within ninety (90) calendar days of selection of an arbitrator a hearing will be scheduled on a mutually agreed date.

e. Failure of the grieving party to meet the time requirements in this Article will be grounds for dismissal of the grievance and cancellation of the arbitration. Timeframes under Section (c) may be extended by mutual agreement.

Section 2. Within ten (10) calendar days from the date of the request for arbitration, the Parties shall request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) impartial persons qualified to act as arbitrators. If mutually agreeable, the list may be obtained from a computerized database, instead. The Parties shall meet within seven (7) calendar days after receipt of the list to select the arbitrator. If they cannot mutually agree upon one of the listed arbitrators, the Employer and the Union will each strike an arbitrator's name from the list and will then repeat this procedure until one person remains who shall be the duly selected arbitrator. The selection to which party strikes a name first will be made by a coin toss.

Section 3. The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case in the event either party refuses to participate in the selection of an arbitrator; or upon inaction or undue delay on the part of either party.

Section 4. If the Parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

Section 5. The arbitrator's fee and the expenses of the arbitration shall be borne equally by the Employer and the Union. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours. Bargaining unit employees participating in the hearing shall be on official time if otherwise in a duty status.

Section 6. The arbitrator will be requested to render a decision as soon as possible after conclusion of the hearing. The arbitrator shall neither add to, subtract from, change nor modify the provisions of this Agreement.

Section 7. 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 may mutually agree otherwise in instances such as highly complex cases which would involve several days of hearings.

Section 8. Pursuant to 5 USC 5596 the arbitrator shall have authority to award reasonable attorney fees in accordance with standards established under 5 USC 7701.

ARTICLE 7

EMPLOYEE RIGHTS

Section 1. It is agreed that employees shall have, and be protected in the exercise of, the right to freely, and without fear of penalty or reprisal, to form, join, and assist any lawful employee organization or to act as a representative of any such organization, where such participation or activity would not result in a conflict of interest or otherwise be incompatible with law or with the official duties of the employee.

Section 2. 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 written authorization, by a member, for the payment of dues through payroll deductions. However, any member who wishes to pay his or her dues other than through payroll deduction shall be permitted to do so, consistent with the laws and regulations governing the withholding of dues deductions.

ARTICLE 8

CIVIC RESPONSIBILITIES

The Employer and the Union mutually agree that employees in the unit will be encouraged to participate in worthwhile charity drives; however, in no instance shall the Employer or the Union exercise pressure on any employee to contribute to a charity to which the employee does not wish to contribute nor will any reprisal action be made against an employee who refrains from contributing.

ARTICLE 9

PRIVATELY OWNED VEHICLES

Section 1. Employees will normally be required to use their POVs for official Fire Department duties. Those official duties may include, physicals, drug testing, station assignment changes, fit testing, or as determined by management. POV use will be reimbursed at the mileage rate established by the Joint Travel Regulations. It is the responsibility of the employee to complete and forward required documentation and file a Defense Travel System voucher for the reimbursement. To be reimbursed for travel, traveler must submit local mileage reimbursement vouchers within thirty (30) calendar days following travel unless extension requested in writing and granted additional time by the approving official. Local mileage reimbursement voucher can be submitted for each individual event or may combine multiple events on one claim, the oldest will not exceed thirty (30) calendar days following travel.

Section 2. Management and the Union agree that bargaining unit employees are responsible to safely transport themselves and any/all personal equipment and PPE required to perform required firefighter duties when assigned to temporary duties at a fire station other than their permanent station of assignment.

ARTICLE 10

LEAVE

All leave entitlements referenced in this Article will remain in effect and be administered in accordance with law, regulation and related guidance in effect for the period covered by the leave request. The parties acknowledge that leave otherwise provided for in this article may be denied due to mission requirements.

Section 1. Annual Leave:

a. Employee Projected Leave Schedule will be submitted via electronic form on the V drive in order of SCD. Leave calendar will be available beginning 1 January each year. Leave year will run from 1 May – 30 April each year. The senior employee in each grade (GS 6/7 and GS 8) will input their name on desired dates. Employees shall not input more dates than the total amount of leave they currently have and will accrue throughout that year. Once each employee is complete, they will notify the next employee on the SCD list that the form is available to them. Each employee shall input their dates on their first duty day once they are notified the list is available to them. All projected leave will be input NLT end of day (Midnight) 28 February each year. Any leave requested after this date will be considered unscheduled leave. Each employee will still be responsible to submit their official request through the electronic timekeeping system once the official calendar is posted. Once an employee submits their dates and notifies the next person, that employee will not be allowed to make any changes to their dates until after 28 February. If an employee needs to change a date, they must notify the on-duty Assistant Chief of Operations of the change.

b. Once the projected leave form is complete on 28 February, the Assistant Chief(s) of Operations will lock and control the form.

c. Regardless of SCD, if an employee obtains leave on Easter, Mother's Day, Memorial Day, Father's Day, 4th of July, Labor Day, Halloween, Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and/or New Year's Day, in one year, they will not be eligible for leave those same days the following year unless it is still available after the last person on the SCD list has input their leave and this will then become unscheduled leave.

d. Scheduled leave is 2 GS-8s and 3 GS-6/7s. This is subject to change at any time based on mission requirements. Changes are not subject to further negotiations. If your name is third or more on the GS 8 list or fourth or more on the GS6/7 list, your request will be pending any cancellations. 60-hour personnel are not subject to operations section leave requirements.

Management of 60-hour personnel shall manage their leave.

e. **Unscheduled leave** is any leave requested after 28 February each year. All unscheduled leave will be on a first come, first serve basis. Unscheduled leave can be requested at any time and subject to approval pending mission requirements. If leave is denied, justification will be annotated in the remarks section and returned to the employee through the electronic timekeeping system. In accordance with rule, law, regulation and policy, the supervisor may not make arbitrary decisions to deny leave. Management will notify personnel involved as soon as possible if cancellations are warranted. Unscheduled leave will normally be submitted through the electronic timekeeping system; however, in the event the employee needs to request leave and is not at work to submit through the electronic timekeeping system, the employee shall call the on-duty Assistant Chief for approval. The employee shall ensure they submit the request through the electronic timekeeping system upon their return to duty.

Important Station Assignment Leave Submission Dates		
Action	Submission Date	Effective Date
Station Bid Requests (Every 3 years by Grade) GS-08/GS-7E/GS-7H/GS-6	Due to Employer Each year NLT 1 Dec for pertaining Grade that year	Official Station Assignment Posted NLT 31 Dec each year
Projected Annual Leave Requests (1 May – 30 April of following year)	Request date opens 1 January – 28 February each year	Official Scheduled Leave Posted normally 1 March each year
Leave submitted after February 28 each year	Considered unscheduled leave.	

f. **Emergency Annual Leave:** Every bargaining unit employee is responsible for maintaining regular attendance and for ensuring that the Employer is informed of any absence from each scheduled work shift. When an emergency necessitates an employee's absence, which could not be approved in advance, the employee shall normally notify their supervisor or the on-duty supervisor normally at least one hour prior to the start of their scheduled work shift. If the absence extends beyond one workday, the employee shall keep their supervisor or his/her designee informed of the situation and probable date of return to work. Consideration will be given to the circumstances causing an employee not to call in prior to taking administrative action for not meeting the call-in requirement. The final determination whether to grant annual leave rests with the supervisor authorized to grant leave.

g. Employees assigned by management to a different shift during the leave year will be offered annual leave as close to any originally scheduled leave as possible. Employees accepting a promotion or volunteering for another shift assignment do not have priority over existing employee scheduled leave.

h. When partial leave is requested, (e.g. four hours one day during shift) it will be considered a full day's position. Provisions may be worked out to share partial leave that does not overlap.

Section 2. Sick Leave:

a. Employees must request sick leave by contacting their immediate supervisor, if on duty, or the on-duty supervisor or their designee by telephone as soon as possible, normally not less than one (1) hour prior to the start of the employee's scheduled tour of duty. Absences must be reported daily unless otherwise waived by the supervisor.

b. In accordance with rule, law, regulations and policy, absences of more than three consecutive work days must be supported by administratively sufficient medical documentation (or other administratively acceptable documentation for absences) unless the supervisor specifically waives this requirement.

c. A firefighter who has been absent from duty for a medical condition of a nature or duration that could affect their performance, he/she may be evaluated and cleared for duty by their personal physician. Whenever there is a question of an employee's continued capacity to meet the physical or medical requirements of a position, the employee may be sent to the AF HCP for a fitness for duty exam.

d. Approval for sick leave for prearranged medical appointments will be secured from the employee's supervisor or his/her designee at least 14 days in advance of the absence, except in emergency situations. A leave request form is used to record sick leave requests and reviewed by supervisor as soon as possible. If leave is denied, justification will be annotated in the remarks section and returned to the employee through the electronic timekeeping program. Employee's immediate supervisor or Assistant Chief is the only one who can approve prearranged sick leave.

e. Abuse of Sick Leave: Consistent with rule, law and regulation a supervisor may require an employee to provide administratively acceptable documentation for periods of absence less than those specified in Subsection (b) of this section. The parties agree that a uniform policy shall apply regarding the disposition of employees suspected of sick leave abuse. As such, supervisors will explore the causes of the employee's absenteeism and counsel the employee as appropriate with respect to the use of sick leave and record the counseling on the employee's 971. If the employee's sick leave usage subsequent to the counseling does not show the elimination of sick leave abuse, the supervisor may continue requiring the employee to provide administratively acceptable documentation for absences. As soon as possible, the supervisor will provide the employee with written notification requiring the employee to provide administratively acceptable documentation for such absences. This notice should contain the reasons for this requirement, such as stating the numbers of hours of sick leave used in a specific period, the sick leave pattern etc. The employees' sick leave balance alone is not justification and does not constitute sick leave abuse. The requirement to furnish administratively acceptable documentation, once imposed, will be reviewed at least every six months to determine if it should be continued. Upon completion of the duration the supervisor has documented the employee's requirement to bring in documentation, the supervisor will remove the employee from this requirement. Only the immediate supervisor or Assistant Chief on duty may approve sick leave under this subsection.

f. **Advanced Sick Leave:** In cases of serious disability or illness, employees may be advanced sick leave. Only the Fire Chief or designee may grant advanced sick leave.

Section 3. Leave Without Pay or Leave of Absence:

a. The Employer agrees to consider requests from the Union concerning leave without pay for the purpose of participating in Union matters. Employees in a leave status, with or without pay, shall maintain all rights and privileges, including rights to all pay raises resulting from Congressional action in accordance with applicable regulations. It is understood, however, that extended leave without pay may affect various employee benefits and entitlements (e.g., service credit, leave accrual, eligibility for within grade increases, health/life insurance premiums).

b. The Employer agrees to consider requests from the employee concerning leave without pay in lieu of sick leave for the purpose of participating in disability insurance programs.

Section 4. Other Types of Leave:

a. **Voting Leave:** Employees will be encouraged to vote by absentee ballot whenever possible. Requests for excused absence to vote will be considered on a case-by-case basis based on staffing/mission.

b. **Witness/Court Leave:** Court leave is used to perform jury duty in a federal, state, or municipal court or to serve as a witness for the United States, the District of Columbia, or state or local government. Personal court matters will require individual to be on annual leave or in another approved leave status. The effective administration of court leave requires the exercise of good judgment in order to avoid imposing a hardship on employees. Employees assigned to night shift/stand-by tours of duty are granted court leave comparable with employees assigned to regular day shift work. Employees absent for court related services will be paid in accordance with appropriate regulations. The employee will suffer no loss of pay including appropriate overtime pay. An employee released without serving will return to duty in a reasonable amount of time (normally two hours), if scheduled for duty. An employee not released from witness/court leave but excused or discharged by the court either for an indefinite period in excess of one (1) day or a substantial portion thereof, is not entitled to court leave, but must report to duty (normally within two hours). An employee in a duty status who is required to report the following morning for witness/court service will be released at 1800 hours on the duty day. When the jury obligation is completed later than 1300 hours the employee is considered to have completed their duty for the day. If scheduled, the employee will report for their next duty at 0800 hours.

c. **Military Leave:** Employees absent for military leave will be paid in accordance with appropriate regulations. Reservists/guards will schedule military leave at the same time their annual leave is forecasted, unless military requirements dictate otherwise. Reservist/guards on extended duty assignments (more than 31 days) will contact the appropriate senior fire officer prior to returning to firefighter duty to coordinate return to duty date.

ARTICLE 11

UNION RIGHTS

Section 1. The Union is the exclusive representative of the employees in the bargaining unit and is entitled to act for, and negotiate collective bargaining Agreements covering all employees in the unit. The Union is responsible for representing the interests of all employees in the unit it represents without discrimination and without regard to labor organization membership.

Section 2. The rights of an exclusive representative under the provisions of this article shall not be construed to preclude an employee from being represented by an attorney or other representative, of the employee's own choosing, in any grievance or appeal action except in the case of negotiated grievance or appeal procedures.

Section 3. The Union agrees to scrupulously review all complaints and/or grievances/disputes in an effort to eliminate those that are without merit or foundation. When the Employer is supported by regulations or this Agreement the Union agrees to so advise the employee and attempt to assure the employee's understanding.

Section 4. The Employer agrees that an employee in the unit may bring to the attention of the Union any notices of proposed disciplinary or adverse action or notices of final decision. The Union agrees that, unless the employee divulges such information, the Employer may hold any information relative to a disciplinary action as a privileged and private matter between the Employer and the employee.

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

Section 6. In the introduction of new employees in the unit to their fellow workers, new employees will also be introduced to the recognized Union representative for the specific work location. If the Union representative for the specific work location is not available when newly hired personnel are being introduced to their fellow workers, the Union representative will subsequently be informed of the name, position title and grade of the new employee.

Section 7. The Union agrees to provide the Employer a current listing of Union representatives and to ensure that all representatives are fully trained in the administration of the Agreement. Updated information will be provided as soon as possible following any change in the designation(s). The Union agrees that any Union representative found in repeated violation of this Agreement or any other applicable law, rule, or regulation will be replaced. Correspondence will primarily be transmitted via electronic mail.

Section 8. Use of Official Time aka Taxpayer-Funded Union Time (TFUT).

8.1. General: The Employer agrees to allow elected Officials, appointed Union Stewards, and Unit Employees a reasonable amount of official time, if otherwise in a duty status, for performing tasks explicitly mentioned in this Agreement as long as the Union has not exceeded their official time limit as described in Article 8.2. Official time must be used efficiently and in amounts that are reasonable, necessary, and in the public interest as reflected by the Statute and will normally be granted by the supervisor or designee at the time it is requested. However, if workload considerations preclude approval, the supervisor or designee shall advise when release is possible. The amount of time will be determined on a case-by-case basis and will take into consideration the scope and complexity of the specific function. All periods of official time will start and end the same work day.

8.2. Limit: The Union will receive no more than (1) hour of official time, per position covered by the Unit, per fiscal year. This time is all inclusive of official time used by BUEs, elected Officials, and Union Stewards for any and all purposes included in this Agreement. Official time will not exceed 25% of any employee's paid time in any FY. Any official time in excess of 25% of an employee's paid time shall count toward the employee's 25% limitation in the following FY.

If training sessions sponsored by IAFF or California Professional Firefighters is of mutual benefit of the Parties, they agree to allow days excused without charge to leave, subject to workload requirements. The Union President, or designee, shall submit the request for official time for training no less than three (3) weeks prior to the scheduled event to the Fire Chief, or designee, in writing along with a detailed description of the training and an explanation as to how such training is of mutual benefit. Days are used for attendance at sanctioned training only and do not include travel and per diem. For the purpose of this Article, a "day" is defined as a 24-hour period.

8.3. Elected Officials and Union Stewards may request official time to perform representational functions related to the bargaining unit within the scope of rule, law, or regulation.

8.4. Bargaining Unit Employees (BUEs) will be granted a reasonable amount of official time to present grievances, and prepare and present appeals where authorized by applicable law and/or regulation.

8.5. No official time will be authorized for functions not clearly listed by applicable law or regulation. Official time is prohibited for any activity performed by an employee relating to the internal business of the Union. Examples of internal Union business include, but are not limited to: solicitation for membership, campaigning for, or participating in, Union elections; performance of administrative functions related to benefits offered by the Union; and collecting Union dues.

8.6. The Employer and the Union agree employees and Union representatives will request official time by using AFMC Form 949, "*Union/Employee Official Time Permit*" located in Appendix A, to the appropriate management official in advance of the beginning of the requested

time period. The completed request shall provide sufficient information so the supervisor may render a decision as to whether the nature of the request is representational and whether the amount of time meets the statutory standard, i.e., is reasonable, necessary, and in the public interest. The supervisor may approve the request, suggest a more opportune date/time, or disapprove the request by completing AFMC Form 949. Prior to the employee leaving the workplace on approved official time, the supervisor and Union representative will complete the applicable portions of AFMC Form 949. Upon completion of the representational duties or the expiration of the approved amount of official time granted, the employee shall return to their work place and notify their supervisor. The supervisor and Union representative will complete the applicable portions of AFMC Form 949 and the supervisor will retain the completed form. Both supervisor and Union representative shall input the applicable code in the electronic timekeeping system to reflect official time used. Applicable codes are: BA – term negotiations; BB – Mid-term negotiations; BK – dispute resolution; BD – general labor-management relations. Any employee who used official time without the advance written authorization required by this section, or for purposes not specifically authorized by the supervisor, shall be considered absent without leave (AWOL) and subject to appropriate disciplinary action.

Section 9. Officials of the International Association of Firefighters, who are not Edwards Air Force Base employees, are permitted to meet, discuss, and negotiate with management officials in the same capacity as activity employees who represent the organization locally. Non-employee labor organization representatives may solicit membership, and confer with local representatives, subject to security requirements. Such activities will not be conducted during duty hours of the employees concerned, and are permitted only by prior arrangement with the Labor Relations Officer.

Section 10. Internal Union business such as soliciting membership, collecting dues, electing officers, attending Union meetings, and posting or distributing Union literature will be conducted during non-duty hours.

Section 11. The Union may be authorized to hold informal meetings during duty hours, to discuss issues that are of mutual interest to labor and management. The Union will normally notify management seven (7) days prior to times of desired meetings. Meeting dates and times will be mutually agreeable to management and the Union. Management may elect to attend or not attend as desired.

ARTICLE 12

CIVILIAN EMPLOYEE ASSISTANCE PROGRAM

The Employer and the Union agree to cooperate in an effort to eliminate alcoholism, drug abuse, and other emotional/behavioral problems from the workplace. The Employer and Union agree to work with the established Civilian Employee Assistance Program available on Edwards AFB and to make every effort to ensure these and other on or off base related services are available to employees.

ARTICLE 13

SUPPORT OF AIR FORCE AND UNION PROGRAMS

Section 1. Both Parties agree to cooperate with each other to achieve the objectives of programs of mutual interest, such as, blood drives, organization picnics, wellness programs, Special Emphasis Program Awareness luncheons, and similar events and activities in accordance with established Policy of Excused Absences.

Section 2. It is understood that there are some activities where it would not be appropriate to grant excused absence, such as, down days, fund-raising events, activities that are not open to everyone, etc. In addition to considering frequency, duration, and nature of the event, the approving official needs to weigh the cost of excusing the employees (e.g., cost of salary, loss of productivity, etc.,) to the benefits of the event.

ARTICLE 14

PAYROLL ALLOTMENT OF UNION DUES

Section 1. The Union will utilize SF 1187, "Request for Payroll Deductions for Labor Organization Dues," and will distribute it to eligible members who want to authorize an allotment.

Section 2. Members will return the form to the Union after completing Section B for the authorized signature.

Section 3. The member is responsible for submitting the completed and certified SF 1187 to finance. Allotments will be effective on the first complete bi-weekly pay period after a properly completed and signed form is received by the servicing Customer Service Representative (CSR) Office.

Section 4. A bi-weekly remittance deposit will be made by the servicing Customer Service Representative (CSR) Office at the close of each pay period for which deductions are made. This deposit will be for the total amount allotted for dues for that pay period. The deposit, along with statistical runs, will be electronically mailed to the e-mail address designated by the Union.

Section 5. Each remittance check is accompanied by a listing of the names and amounts withheld. The list will also include the names of those employees for whom allotments have been permanently or temporarily stopped and the reason therefore, e.g., movement out of the unit, separation, LWOP, insufficient income during pay period, loss of membership in the Union.

Section 6. The Union may authorize a multiple dues structure for its members. The amount of the dues allotment may be changed no more than twice a calendar year.

Section 7. An allotment shall be terminated when the employee leaves the unit as a result of any type of separation, transfer or other personnel action; upon loss of exclusive recognition by the Union; when the Agreement providing dues withholding is suspended or terminated by an appropriate authority outside of the Department of Defense; or when the employee has been suspended or expelled from the Union.

Section 8. The Union will promptly notify the servicing Customer Service Representative (CSR) Office, in writing, when a member of the Union is suspended, expelled or ceases to be a member in good standing. Upon receipt of such notice the Customer Service Representative (CSR) Office will terminate the allotment as of the next complete pay period.

Section 9. Allotments are automatically stopped beginning the first pay period after the FLRA determines that the Union is no longer eligible for exclusive recognition.

Section 10. An employee may voluntarily revoke his/her allotment for the payment of dues by completing an SF 1188, "Cancellation of Payroll Deductions for Labor Organization Dues," and submitting it to the Secretary/Treasurer. The Payroll Customer Service Representative (CSR) will forward a copy to the Union within one pay period of receipt. After the expiration of the one-year period, an employee may initiate the revocation of a previously authorized assignment at any time that the employee chooses. The Agency will process the employee's due revocation made after the first year as soon as administratively feasible. Dues allotment may not be revoked for a period of one year. The Customer Service Representative (CSR) Office will provide appropriate notification of the revocation to the Union.

ARTICLE 15

SENIORITY

Section 1. Seniority for the purpose of this Agreement will be used for requesting scheduled annual leave, shift and station assignments and is based on the following: Service Computation Date (SCD)-Leave.

Section 2. The Employer agrees to provide the Union the employee's seniority dates as defined in Section 1 as needed.

ARTICLE 16

OFFICE SPACE AND FACILITIES

Section 1. The Employer shall not provide free or discounted use of government property, to include office space, telephones, government-owned computers, and computer systems, such as Local Area Network (LAN). However, the Employer will permit Union officials, who are otherwise Employees,

to use government office space when necessary to conduct bonafide representational duties as authorized by this agreement and governing regulations.

Section 2. The use of vehicles, office machines, or supplies for internal Union business will not be permitted.

ARTICLE 17

EMPLOYER RIGHTS

Section 1. The Employer retains the following rights in accordance with Title 5, United States Code, Section 7106:

- a. To determine the mission, budget, organization, number of Employees, and internal security practices of the Employer;
- b. To hire, assign, direct, layoff, and retain Employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such Employees;
- c. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which the Employer's operations shall be conducted;
- d. With respect to filling positions, to make selections for appointments among properly ranked and certified candidates for promotion; or any other appropriate source; and
- e. To take whatever actions may be necessary to carry out the Employer's mission during emergencies.

Section 2. The Employer has chosen not to negotiate over the substance of any subjects set forth in Section 7106(b)(1) of Title 5, United States Code. This includes 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.

Section 3. Nothing in this Article shall preclude the Employer and the Union from negotiating:

- a. Procedures which the Employer will observe in exercising any authority under this Article, or:
- b. Appropriate arrangements for Employees adversely affected by the exercise of any authority under this Article by the Employer.

Section 4. The Employer recognizes its obligation under the Statute to provide the Union with advanced notice of the Employer's intent to exercise its statutory rights in order to afford the Union the opportunity to respond as stated in Article 3, Section 4 of this Agreement.

Section 5. All Employees are expected:

- To discharge their assigned duties conscientiously and effectively.
- Be present for duty unless authorized to be absent.
- Follow Air Force Instructions and other directives, and comply in a timely manner with proper instructions or orders.
- Confer with immediate supervisor to discuss matters/concerns, obtain information, or solve problems that relate to their assigned duties.
- Comply with prescribed standards of conduct in all official matters.
- Maintain high standards of honesty, responsibility, and accountability.
- Comply with safety and health standards set for the job environment.

Section 6. Employee outside employment will be reported to supervisor(s) prior to acceptance of job. Supervisors have authority to prohibit any outside employment that might detract from readiness or pose a security risk. Approval for outside employment is documented on AF Form 3902, Application for Off-Duty Employment, and maintained in the Employee's AF Form 971 File, Supervisors' Record of Employee. The Union understands that requirements of DoD employment may take precedence over outside employment obligations.

ARTICLE 18

POSITION CLASSIFICATION

Section 1. The Employer and the Union agree that any employee in the unit who feels that his/her job is improperly classified shall have the right to request a position review of his/her position by submitting an appeal in accordance with Office of Personnel Management (OPM) and Air Force regulations.

Section 2. Significant changes in mission or organization which may result in the reclassification of positions within the unit shall be discussed with affected employees in advance.

Section 3. The Employer and the Union recognize that under unusual circumstances it may be necessary to assign jobs to firefighters which are unrelated to the normal scope of Fire and Emergency Services Branch functions. If an employee is not certified or qualified or feels that he/she is being inappropriately assigned unrelated duties in violation of established Air Force policy, he/she may seek discussion of such an assignment with his/her supervisor. Any proposed disciplinary actions are taken in accordance with Article 22 of this Agreement.

ARTICLE 19

MERIT PROMOTION/DETAILS

Section 1. General.

a. The goal of the merit promotion system is to ensure that the skills, qualifications, achievements, and promotion potential of employees are recognized and fairly considered in the staffing process. When merit promotion procedures are utilized for filling unit positions, the promotion policy set forth in this Agreement and other applicable laws, rules, regulations and instructions shall apply. Special emphasis will be placed upon eliminating all forms of discrimination and favoritism, especially as they relate to selection for promotion.

b. Scope. Consideration will be given to all eligible employees applying for or identified for promotion consideration as required by applicable merit promotion regulations. The Employer retains the right to select or non-select employees for competitive merit promotion in accordance with applicable laws, rules, and regulations.

Section 2. Vacancies.

a. Under law, regulations and this agreement, supervisors are entitled to fill vacancies from any appropriate source. Supervisors will consider the relative merits of internal versus external candidates when filling vacancies. This consideration is accomplished through informal discussion between the activity servicing staffing function and the selecting supervisor.

b. The Employer will select supervisor(s) to provide recommendations on selection of candidates where appropriate. Utilizing merit promotion principles selected supervisors may submit recommendations to the Employer. The Employer may select any referred applicant using its authority and discretion.

c. Non-Selection Rationale (On-Request): Any bargaining unit employee referred for selection to a position within Fire and Emergency Services who is not selected may request the selecting supervisor or designee to provide reasons for the non-selection decision. If requested, feedback will be provided in writing.

Section 3. Area of Consideration.

a. The area of consideration is the intensive search for the “best qualified” applicants using a competitive merit promotion process. The area of consideration is DoD-wide, Veterans Employment Opportunities Act (VEOA), transfers and reinstatements for all covered bargaining unit positions being filled on a permanent basis.

b. The Employer agrees to consider the best qualified applicants. The Employer will establish a certification procedure for the selecting official to document the consideration of candidates.

Section 3. Temporary Promotions/Details. The Employer agrees that the use of temporary promotions and details are done in accordance with applicable law and regulation. When the Employer determines the need to rotate temporary promotions or details, such rotation shall be fairly administered and consistent with merit principles.

ARTICLE 20

REDUCTION IN FORCE (RIF)/FURLOUGHS

Section 1. Notice of Employer's intent to conduct a Reduction-in- Force (RIF), will be made consistent with the notification procedures outlined in Article 3 of this Agreement. The Union may submit proposals on new issues not covered by this Agreement within the timelines established in Article 3, Section 4.

Section 2. When requested, the Employer agrees to provide the Union with written rationale for the RIF, for example, if due to reorganization, the reasons for the reorganization. This rationale will include identification of the source at which the RIF was initiated.

Section 3. The Employer agrees to meet with the Union on official time no later than seven (7) calendar days prior to issuance of RIF notices to provide information on the results of the RIF and answer questions.

Section 4. Requests for information concerning the RIF will be processed consistent with 5 USC 71 14(b) (4). Management agrees to provide to the Union new RIF information as it becomes available.

Section 5. All RIFs will be carried out in strict compliance with applicable laws and regulations with written notification to separated employees as to reinstatement rights and placement assistance as provided for by Federal regulations. Such employees will be counseled concerning priority placement and referral rights under applicable OPM and DoD regulations.

Section 6. During furlough actions, members of the bargaining unit may be considered mission-essential personnel and kept on duty.

ARTICLE 21

SUPERVISOR'S RECORD OF EMPLOYEE (AF FORM 971)

Section 1. It is understood that the employee's AF Form 971 is a record kept and used by the employee's immediate Supervisor. It may contain both favorable and unfavorable information.

Section 2: Information placed in the AF Form 971, such as oral admonishments, records of counseling or discussions may be removed upon review and at the discretion of the supervisor.

Oral admonishments are not maintained more than two (2) years from the effective date. Records of counseling or discussions that could potentially lead to performance or disciplinary action may be retained longer than two (2) years.

Section 3. Employees may make arrangements with their supervisor to review their AF Form 971. A Union representative will be allowed to review a bargaining unit employee's AF Form 971 with expressed written consent from the employee. The written consent must specify the type of document(s) to be released. This review must be in the presence of the employee's immediate supervisor.

Section 4. Supervisors will ensure that the AF Forms 971 are kept secure when not in use. Except for access by the employee (or representative as set forth in Section 3), only employees whose official duties require access shall be allowed to handle and use personnel records.

Section 5. Employees will initial and date each negative entry made by the supervisor in the comment Section of the automated brief (or near each entry). If an employee refuses to sign or initial, the supervisor will so annotate.

ARTICLE 22

DISCIPLINE AND COUNSELING

Section 1. Definition and Coverage

a. This Article sets forth the criteria and comprehensive procedures by which the Employer shall impose disciplinary action upon bargaining unit employees. For the purpose of this Agreement, disciplinary action is defined as those actions within 5 U.S.C. 7512 and lesser penalties, such as oral admonishment and a notice of reprimand.

b. Discipline is the responsibility and right of the Employer. The Employer agrees that disciplinary actions shall be based on just cause and in accordance with applicable laws. The Employer further agrees to effect disciplinary actions in an efficient and timely manner. In this respect, when an employee is subject to discipline, the Employer will strive to propose disciplinary action within either forty-five (45) days of the offense, the Employer's awareness of the offense, or the completion of an investigation of the matter by other than the supervisor, whichever occurs later. If, for reasons of significantly changed circumstances, further delay in taking the action is anticipated, a notice from the Employer to the employee advising that disciplinary action is being considered, the general basis for the action, and that the employee will be informed when a decision has been made satisfies the requirements of this Section. It is understood that failure to propose disciplinary action or provide notice as required in this paragraph will not be a basis for waiving disciplinary action. The Parties acknowledge that the forty-five (45) day timeline stated herein is a management goal that if exceeded, does not prevent management from proposing disciplinary action.

Section 2. Nondisciplinary Counseling

a. The Parties recognize the Employer has the obligation and responsibility to conduct non-disciplinary counseling(s) to meet regulatory requirements or to correct behavior that does not warrant discipline as defined above. The counseling(s) may be verbal or written.

b. The Parties agree records of counseling(s) will be maintained in the AF Form 971 and shown to the employee. The Parties further agree the employee shall acknowledge his/her awareness of the entry by dating and signing the entry in the AF Form 971.

Section 3. Investigatory Interviews, Representational Rights and Weingarten Rule

a. Before proposing and/or effecting disciplinary action against an employee of the bargaining unit, management officials shall attempt to ascertain all pertinent facts.

b. When the supervisor becomes knowledgeable of a possible or actual infraction of the Employer's rules of conduct, the supervisor may, at his/her discretion, investigate and/or discuss the matter.

c. When the Employer or its agents conduct an investigatory interview, the employee being interviewed has the right to Union representation under the Weingarten Rule if at any time the employee reasonably believes that the interview may result in disciplinary action and the employee requests such representation. If representation is requested, the employee does not have to participate in the interview until the Union has had an opportunity to provide representation. The worker cannot be discouraged to nor punished for making such a request. However, failure to provide representation will not result in indefinite postponement. The Employer reserves the right to cancel the investigatory interview once the employee has requested Union representation. A decision by management to cancel an interview on this basis need not be justified in any way, and the Employer may proceed with its investigation and/or disciplinary action on the basis of information from other sources.

d. When necessary facts have been gathered and disciplinary action appears to be in order, discipline or proposed notice thereof, as applicable, will be given to the employee in accordance with procedures set forth in this Article. Subsequent to issuance and keeping with the Weingarten Rule, the employee will not be questioned further about the incident if he/she has designated a Union representative and the Union representative is not present.

e. Interviews and inquiries shall be conducted privately and in such a manner as to minimize any personal embarrassment to affected employee(s). Further, if the supervisor has reason to counsel or discipline an employee, such shall be accomplished in a manner which will avoid embarrassing the employee.

f. If representation was requested, once the designated Union representative is present, the Employer must inform him/her about the subject matter of the interview (the type of misconduct/allegations under discussion). The union representative and the worker should be allowed to talk privately before the questioning resumes. The Union representative may speak during the interview and, if necessary, ask that questions be clarified. The Union representative cannot bargain over the purpose of the interview. The union representative can

advise the worker on how to answer any or all questions, can object to improper questioning, and has the right, once the questioning is ended, to provide additional information.

Section 4. Notices of Proposed Actions and Final Decisions

a. The Employer will give notices of proposed disciplinary actions taken under Section 6 of this Agreement. These notices will advise the employee of his/her right to make a reply. Notices of final decision will further advise the employee of his/her right to appeal or grieve as appropriate. Receipt dated notices will be given to employee in duplicate so they may give one copy to their representative or the Union if they desire.

b. The affected employee may submit a written request for an extension of the reply period for a notice of proposed action. This written request should be submitted to the Deciding Official.

c. The decision to take action must be based on the charge(s) stated in the notice of proposed action.

Section 5. Oral Admonishment. With respect to Oral Admonishments, the Employer shall inform the employee of the reason(s) for the admonishment and the facts that led the Employer to the conclusion that such action was warranted. The Employer will document the Oral Admonishment with a brief entry or memo for record (MFR) in the Supervisor's Employee Brief. The employee will sign and date the entry or MFR to acknowledge receipt of the action. The employee may subsequently file a written grievance at Step 1 of the Negotiated Grievance Procedures contesting the action within twenty (20) calendar days of receipt of action.

Section 6. Written Reprimands, Suspensions and Removals

a. For disciplinary actions taken under this Section, the Employer shall give affected employee a Notice of Proposed Action IAW Section 4 above. The Notice of Proposed Action which will indicate in detail the reasons for the proposed action.

b. The employee may respond orally or in writing, or both, to the supervisor designated to hear the reply within ten (10) calendar days of receipt of the Notice. Consideration will be given to extending this period if a request is submitted prior to the end of the ten (10) day period, stating reasons for request.

c. Normally the Employer shall issue a written decision within forty-five (45) calendar days of the expiration of the employee's response period.

Section 7. Records of Disciplinary Actions

a. Records of disciplinary action will be maintained IAW rule, law, regulation, and AF policy.

b. Within ten (10) days of notification, the Supervisor will make a good faith effort to

remove from employee records references to disciplinary actions that have been overturned as a result of a third party or management decision. It is understood that the Civilian Personnel Office will maintain records of the action and the final decision.

Section 8. Grievances and Appeals. All disputes under this Article, except suspensions which exceed fourteen (14) days, removals, or a reduction in grade or basic pay in which an employee exercises appeal rights under 5 USC 7121, will be processed under the Negotiated Grievance Procedure. It is understood that proposed letters of reprimand, suspension, removal, or reduction in grade or basic pay are excluded from the Negotiated Grievance Procedure.

Section 9. Lesser Penalties. When the Employer issues a proposed notice of disciplinary or adverse action under the provisions of this Article, it is recognized that the Employer may, after considering an employee's response, subsequently decide or agree to impose a lesser penalty covered by the provisions of this Article. When this occurs, it is agreed that a final decision will be issued without the necessity of issuing an additional proposed notice. Further, the time limits set forth in this Article shall not apply. The employee may subsequently file a written grievance in accordance with Section 6 of the Negotiated Grievance Procedures.

Section 10. Decisions By Appropriate Authority. When, after an adverse action hearing has been conducted under appropriate regulations, the Employer is directed by appropriate authority to impose a lesser action normally covered under this Article; such decision will be final and not subject to further review under the Negotiated Grievance Procedure.

Section 11. Last Chance Agreements. The Parties recognize that last chance agreements are a useful tool to afford an option between rehabilitation and discipline. Upon request of the Union, the Parties will negotiate over implementing procedures for last chance agreements. These agreements will not set precedent for future disciplinary or adverse actions.

ARTICLE 23

PERFORMANCE EVALUATION

Section 1. Employee performance appraisals will be accomplished in accordance with applicable regulations.

Section 2. Employees will be informed in advance of specific performance standards and critical elements. Emphasis will be placed on keeping employees informed of their progress in meeting the performance requirements of their positions.

Section 3. Performance ratings will not conform to any predetermined prior year rating(s), or other arbitrary controls, which prevent fair appraisal of employee's current year performance.

Section 4. Unit employees who are dissatisfied with their performance evaluations may request an informal meeting with management to discuss rating of record or if Parties elect to use a form of Alternate Dispute Resolution (ADR), the Parties will do so in accordance with the established

Air Force ADR Policy. Informal meeting shall be requested within seven (7) calendar days from date employee received performance evaluation.

Section 5. A written decision to remove a unit employee or reduce the employee in grade, due to unsatisfactory performance, will include a statement of the employee's right to appeal the decision through Merit System Protections Board (MSPB) or use the established Air Force ADR Policy.

Section 6. The Union recognizes the right of the Employer to establish performance standards and critical elements. The Employer agrees to avoid frequent changes to standards and critical elements unless necessitated by mission requirements or significant changes in duties as reflected by the position description.

Section 7. Supervisors will issue an informational rating to each employee prior to the end of his/her station assignment for the next supervisor's consideration in the overall performance appraisal rating.

ARTICLE 24

MEDICAL EXAMINATION/FITNESS FOR DUTY

Section 1. Unit Employees assigned to positions directly involving firefighting duties are required to undergo an annual occupational physical examination to determine fitness for continued performance of the duties of the position.

Section 2. Air Force Health Care Provider (AF HCP) will conduct physical examinations unless the employee is examined in accordance with the following protocols:

a. An employee who does not wish to be examined by AF HCP personnel may have the examination conducted by a private physician. The employee will bear all expenses of the annual examination. The employee is responsible for ensuring that the private physician properly completes forms provided in subsection (b) of this section. If additional testing is required by the AF HCP applicable rules will apply.

b. An employee examined by a private physician under this section will be given appropriate forms which must be completed by the private physician and returned to the AF HCP for review, evaluation, and maintenance. Determination regarding physical and medical eligibility to perform firefighting duties will be the responsibility of the AF HCP, or designated representatives. If the AF HCP, after review and evaluation of the physical examination report, determines the employee is physically disqualified to perform firefighting duties, he/she will recommend removal from such duties.

c. An employee who is examined by a private physician under this section of this article will normally be examined during off-duty hours. If this is not possible the employee will use sick leave, annual leave, or leave without pay if otherwise in an active duty status.

Section 3. When an employee is temporarily unable to perform his/her assigned duties as a result of injury/illness, the Employer shall strive to provide a light duty assignment consistent with the employee's restrictions. Light duty includes but is not limited to administrative duties commensurate with injuries. The Employer will make every effort to keep employees on a 72 hour tour of duty (60 hour tour of duty for applicable employees). Duty hours are commensurate with the injury and the light duty assignment. When an employee is on light duty, management will submit any/all required documentation in a timely manner. (For example SF 50). Management will develop a temporary performance plan for the duration of the light duty assignment.

Section 4. Release from OWCP

a. When an employee has been on OWCP, upon release by the OWCP doctor, if the agency requires the employee to be cleared for duty through the Air Force Health Care Provider (AF HCP), the employee will be returned to full duty until an examination and/or documentation review can be conducted by the AF HCP with proper documentation.

b. If the AF HCP office does not agree with the employee's return to duty or requires further testing, the tests and medical evaluations will be IAW rule, law, regulation, AF policy, and National Fire Protection Association (NFPA).

ARTICLE 25

SAFETY/HEALTH

Section 1. The Employer and Union agree that safety is a concern of the highest regard. We will comply with the policies and procedures that support those concerns. The Employer agrees to make every reasonable effort to provide and maintain safe working conditions, facilities and apparatus.

Section 2. A Safety Committee will consist of a Chairman appointed by the Employer and four (4) representatives. The Union and Employer will appoint two representatives each. Base Safety and Bioenvironmental representatives will also be invited to the Committee meetings. The Safety Committee will meet biannually to review agenda items.

Section 3. The Employer agrees to provide Personal Protective Equipment (PPE) commensurate with the hazards of job assignments. The PPE will be consistent with the prescribed regulatory authority and be maintained in a sanitary and serviceable condition. If provided, NFPA compliant coveralls shall be considered personal issue and not required to be returned. If the employee wants, at their own expense, to have coveralls embroidered, it shall meet Article 2b, Section 3d, 3e, and 3f for name, badge, and patches. Collar rank insignia will not be worn. Coveralls shall only be worn where NFPA compliant wear is required such as vehicle checkout or Technical Rescue response, it is not a substitute for the required compliant work uniform. Safety boots shall be worn with coveralls.

Section 4. Commanders may prescribe standards of appearance to ensure all employees meet safety requirements.

Section 5. When a significant safety issue is identified either internally or by an external agency, such as IAFC, IAFF, OSHA or other similar agency, the CEF Health and Safety Office, the CEF Training Office and the designated IAFF Local F-53 members will discuss the applicability of the issue to 812 CES/CEF. This union may recommend appropriate actions to take to address the issue. Recommendations may include individual discussions held at each fire station, a more formal discussion/class held in the Training classroom or an in-depth program.

Section 6. The Employer and the Union agree that all employees need to maintain a minimum degree of physical fitness and well-being in order to be physically capable of performing essential job functions. The Employer agrees to provide reasonable space, equipment and 1 hour per day during duty hours to support a physical conditioning program, followed by a 30 minute cool down and cleanup time. Employees will participate in IAFF/IAFC Peer Fitness Program as an extension of their emergency responses and training. The base gym facilities will normally be authorized for use of on-duty crews with coordination by the Assistant Chief for Operations or their designee.

Section 7. When firefighters are injured on duty, during training or emergencies the authority with jurisdiction will accomplish an investigation. A firefighter or his/her representative may obtain copies of reports by written request to the proper authorities, if otherwise releasable, in accordance with government-wide laws, rules, or regulations.

ARTICLE 26

STATION UNIFORMS FOR FIREFIGHTERS

Section 1. Uniform Composition and Wear. The Fire Chief will determine the uniform required for each duty position and request the appropriate uniform allowance (initial/annual) for duty positions. All required uniform specifications are identified in the Edwards F&ES Uniform Appendix B.

Section 2. Uniform Allowance and Replacement of Uniform Items: Employees will receive a uniform allowance in accordance with applicable laws and regulations. The uniform allowance shall be paid annually. New employees will receive an initial or partial uniform allowance if authorized and in accordance with applicable laws and regulations. Supervisors will determine acceptable appearance of uniform items. Personnel will replace uniform items normally within three (3) weeks. Fire Chief or his designee will normally process uniform allowance paperwork at the beginning of the FY. Fire Chief will determine the cut off month for new hires, based off their hire date, to receive an annual uniform allowance. If employee departs before the end of the initial payment, the Fire Chief will determine if employee is responsible for return of unused allowance. The allotment will be divided by 4 to determine amount owed.

Section 3. Compliant Station/Work Uniform:

a. T-shirt. The color of undershirts (T-shirts) will be navy blue with the authorized design or a mutually agreed upon alternate T-shirt. This T-shirt will be worn under any/all outer garments. These T-shirts may be worn as an outer garment while performing station duties. Examples of station duties are: fueling vehicles, loading supplies, participating in informal training, etc. They will not be worn as outer wear when entering non-CEF installation facilities, to include Bldg. 2860.

b. Uniform Shirt. The uniform shirt must be a uniform-type, two flap pockets, and banded collar with collar stays. It is worn with an open collar. Shirts will be navy or dark blue, short or long sleeve that is NFPA 1975 compliant. Uniform shirt shall be worn at roll call and when entering any non-CEF facilities to include Bldg. 2860.

c. Rank insignia. Rank insignia shall be embroidered on collar. Rank insignia will be as follows:

- Firefighter – silver fire department scramble with one bugle. (Optional)
- Firefighter/Driver Operator – one silver bugle. (Optional)
- Lead Firefighter – two silver parallel bugles.
- Fire Inspector – two silver parallel bugles.
- Fire Training Officer – two silver crossed bugles.

d. Name. First initial and last name will be monogrammed centered over the flap on the right breast pocket. Name will be @ 1/2” letters, block letters in white or silver color.

e. Fire badge. The Fire Protection badge will be embroidered centered immediately above the left breast pocket. Insignia will be as follows:

Firefighter/Driver Operator – silver Fire Department scramble
Lead Firefighter – two silver parallel bugles
Fire Inspector – two silver parallel bugles
Fire Training Officer – two silver crossed bugles

f. Edwards patches. The Edwards Fire Department patch will be worn on the left sleeve and American flag shall be worn on the right sleeve (American flag will be placed with blue union closest to wearer’s heart. This will appear backwards from normal view of the flag, but is correct). American flag has silver or white border.

g. Trousers. Trousers must be of conventional style without cuffs, matching the uniform shirt and jacket in color (navy or dark blue). Trousers will be NFPA 1975 compliant. The wear of cargo style or EMT pants is allowed but must meet NFPA 1975 compliance.

h. Belt. The belt will be black with a conservative buckle (Fire Service logo is acceptable) or Velcro attachment.

i. Socks. Clothing items worn beneath outer wear can pose risks to the wearer because of unanticipated exposure to flame, flash, sparks, or hot substances. It is important that wearers of the compliant uniform understand hazards of fabrics that more easily melt, drip, burn, shrink or transmit heat rapidly and cause burns to the wearer. Employees are advised that fabrics constructed of inherently flame resistive fibers are a much safer choice (For example, i.e., 100% Cotton). It is not possible to have all clothing items tagged NFPA 1975 compliant, but it is important to select materials that offer more safety to the wearer.

j. Boots. Safety boots, issued by CEF, shall be worn with the Station/Work uniform. Boots will be evaluated by Division Chief and approved by Assistant Chief prior to purchase by CEF Logistics section. Safety boots shall only be authorized for purchase every two years per individual or if boots have significant damage. The Fire Chief shall define cost allotted for safety boots annually. Any self-purchased boots must be evaluated by Health and Safety office to insure safety standard compliance.

k. Jacket/Coat: The color matches the uniform trouser (navy or dark blue) and is not worn beneath PPE. Jacket can be either fleece or softshell in design.

(1) Embroidered name and badge shall be required on both styles of jackets. (See Section 3d & 3e in this Article for specific guidance). Collar rank insignia or patches shall not be worn on the jacket. Heavy weight coat shall have patches sewn on (See Section 3f). Collar insignia shall not be worn.

l. Baseball Cap. Personnel may wear the approved navy blue baseball cap for CEF with the approved logo. Hats or other headgear will not be worn within 75 feet of operating aircraft engines. The optional mutually agreed upon “Boonie Hat” may be worn outside in lieu of the baseball cap, if desired. The optional approved “Beanie” may be worn during periods of cold weather. The “Beanie” may be worn whenever conditions are such that the individual firefighter wears a jacket or pullover for comfort. No hats will be worn in situations where their wear conflicts with PPE wear.

m. Optional Clothing Items with Compliant Uniform.

(1) Polos may be worn in lieu of Uniform Shirt and shall be navy or dark blue in color. Embroidered name and badge shall be required. (See Section 3 d and 3 e in this Article for specific guidance.) Collar rank insignia shall not be on polos. Approved tee shirt shall be worn under polo. Operations shift personnel polo shall be NFPA 1975 compliant. Polo shall be tucked in.

(2) The Edwards Firefighter Pull-Over (Job Shirt) is authorized for wear. It is not considered NFPA 1975 compliant and will not be worn under PPE. It is not a substitute for the uniform shirt. The uniform shirt will be worn under the job shirt for roll call and when entering any non-CEF facilities to include bldg. 2860. The uniform shirt does not have to be worn under job shirt when performing non-official functions; example, non-formal training, EMS calls, fueling, transportation.

(3) Shorts. Shorts will be NFPA 1975 compliant. Boots must be mid-ankle height and are self-purchased. Socks will be mid-calf or lower black. Shorts will not be worn for formal training, official functions or in Bldg. 2860.

Section 4. Dress Uniform

The dress uniform consists of the uniform shirt with the addition of a necktie. This uniform is required for all uniformed personnel (optional for dispatchers) and shall be worn as required by the Fire Chief. The necktie will be a black uniform type. A conservative tie clasp or clip is optional.

Section 5. Leisure Attire

Sweatshirts and sweatpants/shorts may be worn during on-duty standby time. The fabric for these items must be constructed of inherently flame resistive fibers and meet the material performance requirements of NFPA 1975. It is not possible to have all clothing items tagged NFPA 1975 compliant, but it is important to select materials that offer more safety to the wearer. Clothing constructed of cotton is required for leisure attire. Color is navy or dark blue and Edwards or DoD approved logos are permitted. Athletic or sports shoes are recommended. Sandals are optional. Sandals shall be worn with socks. Shower shoes/sandals will not be worn in station. If funding available and leisure attire is supplied by the Fire Chief, it will be mandatory for wear during stand-by hours.

Section 6. Physical Fitness Clothing

CEF personnel may don appropriate physical fitness clothing during periods of physical fitness activities. The fabric for these items are recommended to be constructed of inherently flame resistive fibers and meet the material performance requirements of NFPA 1975. It is not possible to have all clothing items tagged NFPA 1975 compliant, but it is important to select materials that offer more safety to the wearer. Clothing constructed primarily of cotton is the recommended choice for physical fitness clothing. Clothing must be conservative and not present inflammatory or obscene logos or statements. Athletic or sports shoes are recommended.

Section 7. Dispatch Uniform. Dispatchers working in the Emergency Communications Center (ECC) must present a professional appearance. Uniforms are not required to meet NFPA compliance, but should be consistent with the appearance of other CEF uniforms. Several uniform options are available for Dispatchers to provide comfort options within the ECC.

a. T-shirt. The color undershirts (T-shirts) will be navy blue with the authorized design or a mutually agreed upon alternate T-shirt. This T-shirt will be worn under any/all outer garments.

b. Uniform Shirt. The uniform shirt must be a uniform-type without epaulets, two flap pockets, and banded collar. It is worn with an open collar. Shirts will be navy or dark blue, short sleeve, blended material (100% cotton or nomex is optional).

- Rank insignia. No rank insignia is authorized.
- Name. See Section 3(d) in this Article for specific guidance.
- Fire badge. No badge is authorized.

- Edwards patches. The Edwards Fire and Emergency Services patch will be worn on the left shoulder. American flags shall be worn on the right shoulder. (see 3.f. for flag wear guidance).
- Authorized ECC logo shall be approved embroidery.

c. Polo shirt. The polo shirt, optional uniform with short or long sleeve and may be worn in lieu of uniform shirt, will be navy or dark blue with the first initial and last name embroidered on the right breast @1/2” block letters. Authorized ECC logo shall be approved embroidery. Polo shall be tucked in.

d. Trousers/Skirts. Trousers must be of conventional style without cuffs, matching the work coat and jacket in color (navy or dark blue). Female personnel may wear skirts. Skirts will not extend below the bottom of the center of the knee cap or higher than two inches above the center of the knee cap when standing. Color must match that specified for the trousers. Skirts must be plain without designs or variations in color or length, not include ruffles or other embellishments.

e. Belt. The belt will be black with a conservative buckle (Fire Service logo is acceptable) or Velcro attachment.

f. Socks. Exposed parts of socks will be black.

g. Shoes. Black shoes or boots with a shine are required. CEF will provide safety shoes or boots.

h. Jacket/Coat. The color matches the uniform trouser (navy or dark blue). Jacket can be either fleece or softshell in design. Authorized ECC logo shall be approved embroidery.

- Embroidered name and authorized ECC logo shall be required. (See section 3d in this Article for specific guidance).

i. Baseball Cap. Personnel may wear the approved baseball cap for CEF with the approved logo.

j. Edwards ECC Pullover (Job Shirt) is authorized as an optional jacket and shall be worn over the uniform shirt. Authorized ECC logo shall be approved embroidery.

ARTICLE 27

AIR FORCE FIRE FIGHTER CERTIFICATION AND TRAINING

Section 1. The purpose of this article is to enhance the training process, improve performance, and strengthen the professionalism of all Fire and Emergency Services personnel. The established training program cited in this article measures the competence of Fire and Emergency Services personnel and provides quality control elements for the training process.

The Parties agree that unit employees are required to participate in and comply with the Department of Defense (DoD) Fire and Emergency Services Certification Program and be certified to the position occupied. Both Parties agree to encourage self-improvement and other relevant developmental training opportunities.

Section 2. It is agreed that a test of job knowledge provides a measure of job capability. Purpose of the test shall be made known and available; study reference lists shall be made available. Tests associated with the DoD Fire and Emergency Services Certification Program will normally be given by true/false, multiple choice, matching and/or completion questionnaires whenever these forms are compatible with the objective of the test.

Section 3. A monthly training schedule will be posted and all deviations will be approved by the Fire Chief or designee. Changes may be required because of weather conditions (extreme cold, extreme heat, high humidity and high winds), availability of facilities, availability of aircraft, etc.

a. The Employer will determine the feasibility or suitability of conducting manipulative outdoor fire training. Training will generally not be performed during hazardous weather. Hazardous weather is normally defined as lightning, snow, rain, temperatures above 95 degrees, temperatures near 40 degrees wind-chill, or in winds above 20 knots that are gusting above 25 knots for safety purposes. If training is required under these conditions, reduced PPE for comfort will be considered but safety of personnel will be the primary objective.

b. Training cancelled due to hazardous weather will normally be rescheduled for the affected work group within the designated training period if possible, or it will be carried forward into the next training period to insure proficiency is maintained.

Section 4. The Employer agrees to provide and maintain an up-to-date department library for employees' self-development and technological advancement which may be checked out by unit members for their use.

Section 5. Scheduled specialized training, mission required testing, standbys, etc., will be taken into consideration when conducting night training and exercises.

Section 6. All training and education deemed solely for the benefit of the employee, example, for promotional purposes or outside employment, will be the sole responsibility of the employee at no cost to the Government or Employer. It is understood by the employee that all training purchased by the Employer from an outside vendor/contractor will be considered official duty, and all pay and entitlements in accordance with Air Force directives will be followed.

Section 7. All personnel will participate if required by position or crew to fulfill realistic training requirement or objective.

Section 8. Personnel selected for on-site or off-site (TDY) training will be notified in a timely manner, normally two weeks for on-site training classes and as soon as possible for TDY courses. Short notice TDY courses will normally be filled by volunteers. Individuals requesting consideration for selection for these courses will submit their names via email to their supervisor

and Training section, this action will place their names on the volunteer list. The Training section will provide all 812 CES/CEF personnel with what classes are coming available in the upcoming years. Selections for off-site training shall meet the needs of the department.

- a. Volunteers shall be selected for off-site training using the following criteria:
 - Mission/Department needs
 - Candidate must meet all requirements set forth by course catalog
 - Day-to-day performance of candidate

Division Chiefs shall be provided a list of volunteers to rate based off above criteria and provide feedback to Assistant Chief(s) for concurrence. Assistant Chief(s) shall provide recommended name(s) to the Fire Chief for selection to attend training.

- b. If no volunteers are identified, certifications shall be reviewed and employee(s) shall be selected needing that specific training. Employee shall be notified that they have been tentatively selected for the school.

- c. Exceptions for not attending training and/or TDY may be made on a case-by-case basis, and approved by the Fire Chief.

- d. Training opportunities will be offered without regard to race, religion, color, creed, national origin, age, sex, disability, political/or union affiliation or any other non-merit factor.

Section 9. If/when it is necessary for personnel to temporarily trade stations to accommodate a formal training class; the effected employee(s) normally will be notified not less than the shift prior to the start of the class. This will allow the employee(s) to be better prepared for the temporary change of station.

ARTICLE 28

STATION AND SHIFT ASSIGNMENTS

Section 1. Employees may bid to rotate among the fire stations within each shift, using Service-Computation-Date (SCD) list, with the understanding that management retains the right to make the final decision on station rotations. If bid is denied, employee may request verbal explanation from the Assistant Chief of Operations. The following conditions normally apply:

- a. With management's approval, employees may remain at their current duty station for at least three (3) years.

- b. Employees may be bumped from their duty station regardless of SCD. If they have been at their station/shift for more than three (3) years. Bumped employees will automatically be placed on SCD list in appropriate SCD order and can only bid for remaining openings.

- c. Employees who have over four (4) years in their current station will have priority

bidding rights, regardless of SCD.

d. Assistant Chief of Operations has final approval of all station transfers.

e. GS-8 will be considered for station/shift moves the first year.

GS-7E (EMT) will be considered for station/shift moves the second year.

GS-7H (Hazmat)/GS-6 will be considered for station/shift moves the third year.

Section 2. When a vacancy occurs outside Section 1 of this Article, the volunteer station/shift list shall be utilized. If an employee volunteers and is selected, they can be moved the next tour of duty. If no volunteers, employee(s) shall normally receive a two (2) week notice of their reassignment, provided there is no adverse impact on the mission.

Section 3. Employee can request a permanent shift swap with the approval of the Assistant Chief of Operations. If permanent shift swaps are approved, the employee's three (3) year cycle does not re-set. Any scheduled conflicting leave will be forfeited. Normally the requestor shall be allowed one permanent swap per three (3) year cycle.

Appendix C – Shift Swap Request Form

ARTICLE 29

HOURS OF DUTY

Section 1. Normally, tours of duty for firefighters assigned to the Operations Section will be three (3) days, seventy-two (72) consecutive hours on duty, four (4) days, ninety-six (96) off-duty consisting of seven (7) groups/shifts.

Section 2. Shift change/Roll call will normally be conducted at 0800 hours. Housekeeping, vehicle maintenance,-training and personnel movements shall be accomplished between 0730 and 1630 hours, with a 90 minute lunch break. Personnel will arise no later than 0700 each morning. Employee counseling and appraisals will normally be done during the duty day.

Section 3. Employees will remain at or within the immediate area of the assigned station except as directed by the Employer during their work shifts. Employees must be available and able to respond to all emergencies and fire protection standby within prescribed AFI and DoD time limits.

Section 4. Civilian personnel working in all other sections will work a 60-hour per week schedule as directed by the Fire Chief. All personnel working a 60-hour work week will be in direct support of operations manning.

Section 5. Hours of duty for Automotive Vehicle Dispatchers in the Emergency Communications Center (ECC) will normally be 0630 – 1830 day shift and 1830 – 0630 night shift. Each shift will consist of a continuous 12 hours and rotate from days to nights at designated

intervals. Dispatchers in the process of handling an emergency when shift changes will continue on overtime until the immediate emergency has passed and necessary records are completed, or as determined by management.

Section 6. Bargaining Unit Employees (BUEs) may request a temporary shift swap with another qualified BUE, to be approved by management or contacting on-duty Assistant Chief, utilizing the shift swap form (Appendix B). Shift swaps shall be conducted within the same pay period for both parties. BUEs must notify their supervisor(s) of any planned shift swap as soon as possible but normally not less than seventy-two (72) hours prior to the shift swap.

ARTICLE 30

OVERTIME

Section 1. The decision as to whether overtime is required and necessary to accomplish the Employer's mission is an acknowledged function of the Employer. When assigning overtime, the Employer agrees to consider, but not be limited to, the following factors:

- a. Qualification and certification requirements of the position to be filled
- b. Special project requirements if applicable
- c. Hours of overtime already worked by each employee for the current fiscal year
- d. Seniority, as determined by Service Computation Date, will be used to initiate the volunteer list for the new fiscal year.

Section 2. The Employer will develop a policy and procedure to ensure expedient notification in filling projected, short-notice, and forced overtimes.

Section 3. Employees will be compensated in accordance with applicable laws and regulations for all overtime performed.

Section 4. When an Employee is required to return to his or her place of employment outside of their regularly scheduled tour of duty, they will receive a minimum of two (2) hours of overtime compensation regardless of whether the Employee is required to work the full two (2) hours.

ARTICLE 31

MISCELLANEOUS PROVISIONS

Section 1. The Employer agrees that certain parts of the area immediately behind (north of) Fire Station One may be used to park employees' privately owned vehicles.

Section 2. The Employer agrees to extend the maintenance consideration to living conditions

in the fire stations as is extended to other living quarters on the base. If installed utilities affecting personal hygiene within the fire stations cannot be adequately repaired within a reasonable time period, alternate facilities will be provided. Fire Stations, upon major renovation will conform and adhere to NFPA 1500 standards. Waivers will be negotiated with Union until conditions can be accomplished within a timely manner.

Section 3. The use of the DECA Commissary, AAFES Express, DFAC and all restaurants are authorized to all on-duty members. Crews will remain in alert status and respond in assigned vehicles while using these services. Crew visits to dining facilities will be at the discretion and approval of the Assistant Chief.

Section 4. Memorandums of Agreement (MOAs) referred to in this section are understood to represent agreements between the Parties negotiated during previous terms of this Agreement. Within 180 days from signing this Agreement, Parties agree to review and validate or void existing MOAs, or to renegotiate, as applicable. Any MOAs not valid, voided, or renegotiated after the 180 day period will be voided, unless otherwise agreed by the Parties. In January of each year MOAs will be reviewed by the Parties to determine if they remain valid or should be voided, or assigned an expiration date. Any desired changes will be negotiated and agreed to by the Parties.

Section 5. Not less than two (2) times annually, Management will conduct Town Hall meetings. The purpose of the meetings will be to identify changes and discuss problems of mutual concern. A union representative will be invited to attend.

Section 6. To nurture morale and publicize department recognition, any employee receiving an award will be recognized, along with a brief summary of award package.

Section 7. Communication. In keeping with the labor/management objectives of this Agreement and to maintain open communication, the Parties agree to use best efforts to respond in writing, via email is acceptable, to respective correspondence within ten (10) calendar days after receipt, and not to exceed fifteen (15) calendar days after receipt of request.

Section 8. Printing and Distribution of the Agreement. The Employer agrees to provide the Union one (1) digital and one hundred (100) paper copies of the Agreement. The Union will be responsible for further distribution.

APPENDICES:

Appendix A: AFMC Form 949, "Union/Employee Official Time Permit"

UNION/EMPLOYEE OFFICIAL TIME PERMIT				DATE
NAME AND OFFICIAL TITLE <i>(Typed or Printed)</i>		DUTY PHONE		ORGN SYMBOL
THE ABOVE NAMED EMPLOYEE IS AUTHORIZED OFFICIAL TIME TO GO TO _____ BUILDING/ORGANIZATION				
FOR THE FOLLOWING PURPOSE				
SIGNATURE OF AUTHORIZING OFFICIAL		DUTY PHONE		ORGN SYMBOL
AMOUNT OF OFFICIAL TIME AUTHORIZED		TIME	SUPERVISOR'S INITIALS	AMOUNT OF OFFICIAL TIME USED
	LEFT WORK			
	RETURNED			
REMARKS				

AFMC FORM 949, NOV 92 (EF-V1) REPLACES AFLC FORM 949, MAR 79 WHICH IS OBSOLETE COPY TO UNION REPRESENTATIVE

UNION/EMPLOYEE OFFICIAL TIME PERMIT				DATE
NAME AND OFFICIAL TITLE <i>(Typed or Printed)</i>		DUTY PHONE		ORGN SYMBOL
THE ABOVE NAMED EMPLOYEE IS AUTHORIZED OFFICIAL TIME TO GO TO _____ BUILDING/ORGANIZATION				
FOR THE FOLLOWING PURPOSE				
SIGNATURE OF AUTHORIZING OFFICIAL		DUTY PHONE		ORGN SYMBOL
AMOUNT OF OFFICIAL TIME AUTHORIZED		TIME	SUPERVISOR'S INITIALS	AMOUNT OF OFFICIAL TIME USED
	LEFT WORK			
	RETURNED			
REMARKS				

AFMC FORM 949, NOV 92 (EF-V1) REPLACES AFLC FORM 949, MAR 79 WHICH IS OBSOLETE COPY TO UNION REPRESENTATIVE

APPENDIX B

EDWARDS F&ES UNIFORM APPENDIX				
OPERATIONS / PREVENTION / TRAINING UNIFORMS				
BRAND	ITEM	MODEL NUMBERS	COLOR	
WORKRITE	Shirts			
	Short Sleeve Shirt	730NX43	Navy Blue	Required
	Long Sleeve Shirt	735NX43	Navy Blue	Optional
	Short Sleeve Polo	263TK67	Navy Blue	Optional for Ops and Inspectors
Cornerstone	Short Sleeve Polo	CS410	Dark Navy	Optional for Inspectors only
WORKRITE	PANTS			
	Men's A cut (Slim cut)	400NX73	Navy Blue	Either A or B Cut is required
	Men's B cut (Full cut)	402NX73	Navy Blue	
	Cargo Shorts	425NX60	Navy Blue	Optional
	Classic Cargo Pants	475NX73 / FP70	Navy Blue	Optional
	Women's Pants	401NX73	Navy Blue	Either Men's or Women's is required
	Coats/Jackets/Fleece			
Galls	Fleece Jacket	JAS25	Navy	Optional
5.11	Job Shirt	72314 or 72363	Navy Blue	Optional
Lion	Lion Stationwear Action Line	W-3432-40	Navy	Optional
GALLS	Tie			
	Breakaway Tie	UA493	Black	Either / or is required
	Clip on Tie	UA494	Black	
ECC UNIFORMS				
5.11	Shirts			
	Company Short Sleeve	71391	Navy Blue	Required
	Women's Company Short Sleeve	61321	Navy Blue	Required
	Performance Short Sleeve Polo	Women 61163 / Men 71049	Navy Blue	Optional
5.11	PANTS			
	Men's Company 2.0	74308	Navy Blue	Required
	Men's Company 2.0 Cargo	74309	Navy Blue	Optional
	Women's Company 2.0	64433	Navy Blue	Required
	Women's Tactical	64338	Navy Blue	Optional
	Coats/Jacket/Fleece			
Galls	Fleece Jacket	JAS25	Navy	Optional
5.11	Job Shirt	72314 or 72363	Navy Blue	Optional
Lion	Lion Stationwear Action Line	W-3432-40	Navy	Optional
WEBSITES:	Advantagegear.com	mmsports.net		
	Galls.com	bulwark.com		
	Legionsafety.com	5.11.com		

Appendix C

Edwards Fire Department Employee Shift Swap

Employee(s)

Requester: _____ Shift: _____ Signature: _____

Participant: _____ Shift: _____ Signature: _____

Pay Period: _____ PP Beginning Date: _____ PP End Date: _____

Requester will work: _____

Participant will work: _____

Comments: _____

Supervisor(s)

Date Submitted: _____ Time Submitted: _____

Requester Supervisor Signature: _____

Participant Supervisor Signature: _____

Comments: _____

Assistant Chief

Approved: _____ Disapproved: _____ Date: _____

Comments: _____

Assistant Chief for
Operations 812 CES/CEFO

SIGNATORIES

The representatives of both Parties agreed to the contents and provisions of this Agreement.

For IAFF Local F-53

President

First Vice
President

For 412th Test Wing

Labor Relations Officer

Chief, Fire & Emergency Services

Date of Signing: 28 Sep 2020.

Approved by the Department of Defense October 8, 2020

Effective date: October 8, 2020