

LABOR-MANAGEMENT RELATIONS
AGREEMENT
HOLLOMAN AIR FORCE BASE
NEW MEXICO
AND
LOCAL F-164
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS (IAFF)

PREAMBLE

This AGREEMENT is made by and between 49 FW/CC Holloman Air Force Base, New Mexico, hereinafter referred to as the "EMPLOYER" and the International Association of Firefighters, Local F-164, hereafter referred to as the "UNION", hereinafter collectively referred to as the "PARTIES". The Union recognizes that the Employer retains the right to assign work and to determine who will perform the function(s) assigned. The Parties agree, that whenever the masculine terms "he", "his", or "him" are used, they are meant to include both genders.

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

WHEREAS, the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the labor organizations and agency management;

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

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

Article approved as written above

Date: 9 SEP 07

ARTICLE 1

DEFINITIONS

Adverse Actions- An adverse action is a removal, a suspension for more than 14 days, a reduction in grade, a reduction in pay, or a furlough of 30 days or less. It does not include any specific actions exempted by the Civil Service Reform Act of 1978.

Agency- The agency head and all management officials, supervisors, and other representatives of management, having authority to act for the agency on any matters relating to the implementation of the agency labor management relations program established under the law.

Agreement- The Basic Agreement, together with any supplementary agreements which may be negotiated and any amendments, constitutes the whole agreement between the parties.

Amendment- Modifications of the Basic Agreement to delete, add, or change portions, sections or articles of the Agreement.

Arbitration- The use of an impartial third party to render final and binding decisions in accordance with the parties Negotiated Grievance Procedure,

Consultation- The process of soliciting the union's comments, viewpoints, or suggestions on particular issues.

Down Time - Down time consists of periods during work hours in which an employee is officially ordered to remain at or within the confines of his/her station, not performing actual work, other than work necessary to meet mission requirements, but holding himself/herself in readiness to perform emergency work when the need arises. During this time he/she is otherwise free to eat, sleep, read, listen to the radio, watch television, pursue physical exercise, or engage in other similar pursuits.

CPD – Core Personnel Document. A description of an employee's major job duties and responsibilities, as well as performance elements and standards.

Disciplinary Actions- Disciplinary actions are defined as oral admonishments, written reprimands, suspensions, and removals. Counseling sessions are not considered disciplinary actions,

Emergency- A situation which poses sudden, immediate, life threatening, unforeseen work requirements for the employer as a result of natural phenomena or other circumstances beyond the employer's control or ability to anticipate.

Employee- An employee of the Holloman Air Force Base Fire & Emergency Services Flight to include Alarm Room Dispatchers.

Essential- It is defined as necessary or highly important so that any delay would immediately involve safety to life or property.

FLRA- Federal Labor Relations Authority.

Flight Management Plan (FMP): Document that provides additional guidance on implementation and application of DOD, Air Force, and National Standards.

FSIP- Federal Service Impasse Panel.

Holiday Work- Work performed on a Federal holiday, or the day observed as a holiday, in order to meet necessary mission requirements.

Impasse- Negotiation stalemate.

MSPB- Merit System Protection Board.

Mediation- The use of an impartial third party to break a negotiating impasse.

Negotiation- Bargaining in good faith as representatives of the employer and the union over personnel policies, practices, procedures, and matters materially affecting and having substantial impact on conditions of employment.

OPM- Office of Personnel Management.

SCPD – Standard Core Personnel Document. A CPD issued by the Air Force Personnel Center for use by Air Force activities as appropriate.

Sleep Time- A period of uninterrupted sleep, except for work necessary to meet mission requirements. This period should be as free as possible from disturbances.

Standby Time- Standby time consists of periods in which an employee is officially ordered to remain at or within the confines of his/her station, not performing actual work, other than work necessary to meet mission requirements, but holding himself/herself in readiness to perform emergency work when the need arises. During this time he/she is otherwise free to eat, sleep, read, listen to the radio, watch television, pursue physical exercise, or engage in other similar pursuits.

Steward- An employee advocate designated by the union, in writing, who handles all matters affecting employment conditions and meets and confers with management officials to discuss those matters, not necessarily grievable.

ULP- Unfair Labor Practice; an alleged violation of 5 U.S.C. 71.

Workdays- The time that an employee spends on pay status: (a) administrative employee (9 hours); (b) operational employee (24 hours); (c) Dispatch employees, (8 hours).

Article 2

Section 1: Conformance to Law and Regulation

- a. It is agreed that this labor agreement is subject to the provisions of applicable existing or future laws and regulations of appropriate authorities, including policies set forth in the Code of Federal Regulations and other government-wide regulations of the Department of Defense. The terms of this agreement will govern in the bargaining unit in case of conflict between the terms of the Agreement and any United States Air Force regulation or policies issued subsequent to the approval of this agreement.
- b. Should any part of the provisions of this Agreement be rendered or declared invalid or illegal by reason of any existing or subsequent law, regulation or ruling of proper authority, the invalidation of such part of provision of this agreement shall not invalidate any of the remaining part or provisions of this agreement, and they shall remain in full force and effect.

ARTICLE 3

RECOGNITION AND UNIT DESIGNATION

3.1. The Employer recognizes the Union as the exclusive bargaining representative for all of its employees as defined in Section 2 below, as set forth in the letter according exclusive recognition dated 13 January 1966, and the Federal Labor Relations Authority's Clarification of Unit order dated 1 April 1999. The Union accepts the responsibility in good faith and agrees to represent the interests of all eligible employees in the Unit, without discrimination and without regard to membership in the Union.

3.2. The Unit to which this Agreement is applicable is made up of all GS employees of the Department of the Air Force, 49th Mission Support Group, 49th Civil Engineering Squadron, 49th Fire & Emergency Services Flight, Holloman Air Force Base, New Mexico. Excluded are all professional employees, management officials, supervisors, and employees described in 5 USC 7112(b)(2), (3), (4), (6) and (7).

ARTICLE 4

EMPLOYEE RIGHTS

4.1. Each unit employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under 5 USC, Chapter 71, such right includes the right:

a. To act for a Union in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities.

b. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under 5 USC, Chapter 71.

4.2. Any employee has the right, regardless of Union membership, to bring matters of personal concern to the attention of officials at the lowest supervisory level in the Fire & Emergency Services Flight with the authority to resolve the concern.

4.3. Employees may have a Union representative present during an examination by an agency representative in connection with an investigation if (1) the employee reasonably believes the investigation may result in disciplinary action, and (2) the employee requests such representation. Bargaining Unit employees will be notified at least annually of their right to representation during investigatory examinations. In all instances where disciplinary action is taken, the employee shall be notified of his grievance and appeal rights through the applicable procedures.

4.4. Employee Personnel Records.

a. The contents of the employee's electronic personnel file are available online by use of each employee's personal access code. Employees are free to access their records at any time and provide copies to whomever they desire. If the information requested is not available online, the employee can request a copy and it shall be made available to his or her designated representative upon written request signed by the employee (in the case of a representative unless said employee is present to verbally authorize the release). Such disclosure shall be in accordance with the requirements of applicable laws, rules, regulations and instructions. The designated representative shall view the personnel file only in the presence of the individual authorized access to the record.

b. An employee's AF Form 971 will be protected from unauthorized disclosure. Both parties recognize there may be a need to release this information in the process of resolving grievances, Merit Systems Protection Board hearings, and other formal administrative proceedings.

ARTICLE 5

EMPLOYER RIGHTS

§ 7106. Management rights

(a) Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency—

- (1) to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
- (2) in accordance with applicable laws—

(A) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(B) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

(C) with respect to filling positions, to make selections for appointments from—

- (i) among properly ranked and certified candidates for promotion; or
- (ii) any other appropriate source; and

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

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

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

(2) procedures which management officials of the agency will observe in exercising any authority under this section; or

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

Article approved as written
above Date:

ARTICLE 6

UNION RIGHTS AND OBLIGATIONS

6.1 The union will be responsible for representing the interests of all bargaining unit employees without discrimination and without regard to labor organization membership, and to negotiate agreements for the employees in the unit.

6.1.1. The Employer agrees to recognize officials of the IAFF National Office and local elected officers/stewards of the Union. The Union agrees to furnish the Employer, to be updated annually, or as needed, a list of representatives for IAFF, Local F-164.

6.1.2. The Union shall be given the opportunity to be represented at:

a. Any formal discussion between one or more representatives of the Employer and one or more employees in the unit or their representatives concerning any grievance or any personal policy, practices or other general condition of employment; or

b. Any examination of an employee in the unit by a representative of the Employer in connection with an investigation if:

(1) The employee reasonably believes that the examination may result in the disciplinary action against the employee; and

(2) The employee requests representation.

c. The Employer agrees to inform each employee of their rights to representation under this agreement and Title 5 USC chapter 71 prior to the commencement of any examination

6.2. Official Time. In accordance with 5 USC 7131, official time is to be used for conducting official representational duties and responsibilities of the Union. The Employer agrees to authorize a reasonable amount of time for these representational purposes during the employee's tour of duty consistent with mission requirements.

a. When a designated Union representative desires to use official time during work hours, that representative must first report to and obtain permission from the on-duty supervisor, identifying the general nature of the function to be performed, destination on base, and the estimated duration, etc. If the supervisor denies the request based on mission requirements or other job related

reasons, the supervisor will release the Union representative at the first opportunity.

b. Official time is not authorized for such activities as solicitation of membership, collection of employee's dues, campaigning for offices, distribution of literature, or other matters pertaining to the internal business of the Union. Such internal Union business must be accomplished during non-duty time.

c. Any disputes regarding excessive use and/or abuse of this section will be brought to the attention of the local union President for resolution. If the Parties are unable to resolve these concerns, the Employer may raise their concerns through the negotiated grievance procedure or any other statutory form available

6.3. Installation Admittance of Union Officials. The Employer agrees that officials of the Union or National Officers who are not employees of Holloman AFB or the Federal Government, will be admitted to the installation upon request to the Employer by the Union in accordance with the installation security regulations. Whenever possible, the Union shall inform the Civilian Personnel Office that such a visit is desired at least seven (7) calendar days prior to the visit in order that admittance may be arranged in advance.

6.4. Office Space. The Employer agrees to provide office space to the Union for the purpose of conducting authorized Union business pertaining to Holloman AFB, at station HQ. Said office shall be furnished with government furniture comparable to that which is commonly in use in offices of the Fire and Emergency Services Flight. Said office shall include a phone line, phone, fax machine, and internet connection provided by the employer for the use of the Union in the process of Union business pertaining to Holloman AFB. Said office shall be secured by a key type lock and a sufficient number of keys (9) as determined by the Union President shall be provided by the Employer to the Union for these offices.

6.5. New Employee Orientation. The Employer agrees to allow a Union representative to explain the Union's status as exclusive representative to new employees of the unit. The Employer will also advise him that he is included in the bargaining unit represented by IAFF, Local F-164.

6.6. Committees. The Employer agrees to consider Union representation on any standing Holloman AFB or Fire and Emergency Services Flight committee involving the mutual interests of bargaining unit employees and the activity. Such consideration shall be given upon written request of the Union for specific committee membership.

6.7. Dues Withholding: Any employee officially assigned to the Holloman AFB Fire and Emergency Services Flight and who is a member in good standing of

the union may authorize an allotment of pay for the payment of his/her dues for such membership.

6.7.1. Allotted dues will be withheld biweekly from the first complete biweekly pay period after a properly completed and signed SF1187 is processed by the DFAS. If the amount of regular dues is changed by the union, the HAFB Civilian Pay Representative will be notified in writing by the President of the Union and/or the Secretary/Treasurer of the rate and effective date of the amended dues structure. The amended amount will be timely forwarded to the Defense Finance and Accounting Service following receipt of written notification unless a later date is specified by the Union.

6.7.2. An employee may voluntarily revoke and allotment for the payment of dues at any time by completing SF 1188, "Cancellation of Payroll Deductions for Labor Organization Dues," and submitting it directly to the servicing Civilian Pay representative. Revocation will not be effective until the first full pay period beginning twelve (12) months after the date the employee signed the authorization.

6.7.3. Allotments of all members of the Union are automatically terminated upon loss of eligibility or loss of recognition of the Union. Termination in such cases will be effective at the beginning of the first full bi-weekly pay period after advice is received concerning loss of eligibility or loss of recognition. An allotment for an individual employee shall be terminated when the employee leaves the unit as a result of any type of separation, transfer, or other personnel action, when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside the Department of Defense, or when the employee has been suspended or expelled from the Union.

ARTICLE 7

MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATION

7.1. It is agreed and understood that matters appropriate for consultation and negotiation between the parties are personnel policies and practices and matters affecting general working conditions of employees in the unit which are within the discretion of the Employer that include, but are not limited to, such matters as safety, training, labor-management cooperation, employee services, methods of adjusting grievances and appeals, granting leave, promotion plans, demotion practices, pay procedures, reduction-in-force practices, and hours of work. Such negotiations will be in accordance with the requirements of the Statute and this agreement. The Employer will not unilaterally change any provision of an existing agreement without affording the Union the opportunity to bargain concerning the change and/or the impact and implementation of the change to the extent consistent with law and regulation. Before implementation, the Employer will provide the Union an opportunity to request Impact and Implementation and/or Negotiations, as defined by 5 USC, of any new instructions, policies or practices which are determined necessary by the Employer, except in emergency situations.

7.2. Nothing in this Agreement will preclude the Employer and the Union from negotiating-

- a. at the election of the Employer, On the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
- b. Procedures which the Employer will observe in exercising any authority under this Agreement; or
- c. Appropriate arrangements for employees adversely affected by the exercise of any authority by the Employer.

The Parties agree that these provisions can be addressed in an established Partnership Agreement.

7.3. The point of contact for the purpose of consulting and/or negotiating on any issue regarding the administration or application of the Agreement shall be the duly elected President or his designated representative for the Union and the Civilian Personnel Officer and/or his designated representative for the Employer.

7.4. For the purpose of this Agreement, consultation is defined as any dialogue, either written or oral, between the Parties regarding conditions of employment and unlike negotiations, does not require a mutually acceptable compromise or agreement between the Parties. It constitutes an exchange of views and/or ideas to be considered in proposed management policy changes. The Employer agrees to accept such views and ideas, upon

request of the Union, when proposing changes to matters that are excluded from negotiation from 7.2.a of this article. When consultation occurs, the Employer agrees to give bonafide consideration to the views that were presented by the Union when finalizing their position.

7.5. Consistent with existing laws and regulations, it is understood by the Parties that, if negotiations involve an existing or newly proposed policy, the status quo shall remain in effect until the time that the negotiation process is completed, except in emergency situations.

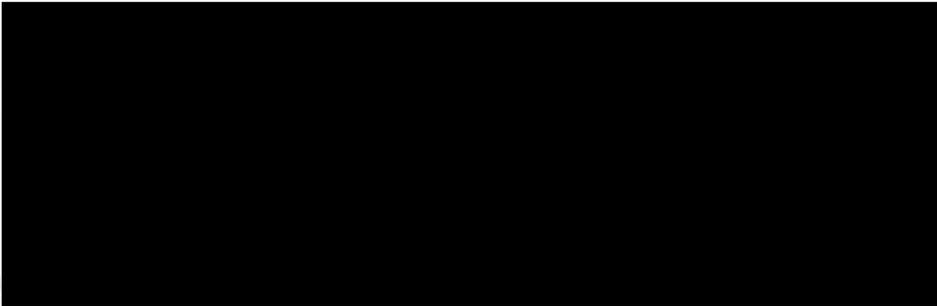
7.6. The Employer agrees that both shifts within the Fire & Emergency Services Flight will be operated under the same procedures, for the effective operation of the Fire Department.

7.7. Management agrees to provide written notice to the Union when changes to agency/local policies, FMP's, or regulations are proposed/developed, as well as the proposed implementation date. The Union will have seven (7) calendar days to make a written request to bargain or consult on the changes. The Employer agrees not to implement the changes until the Union has an opportunity to respond and/or request to conduct bargaining on the proposed issue(s). Absent this response from the Union, the Employer may affect the proposed change(s).

ARTICLE 8

EQUAL EMPLOYMENT and OPPORTUNITY

8.1. Both parties agree that all unit employees are assured equal opportunity in employment matters. Discrimination on the basis of race, color, religion, sex, age, disability, national origin, or religion is prohibited. The Employer recognizes the Union's responsibility for making constructive contributions to the national goal of equal opportunity as expressed in appropriate Executive Orders and applicable laws. The Union is encouraged to fully participate in the Holloman AFB Equal Opportunity Program, and may nominate one Union officer to serve on the Wing Climate Assessment Committee.



ARTICLE 9

WELFARE, MORALE AND LIVING STANDARDS

9.1. The Employer recognizes the necessity of providing and maintaining reasonably comfortable living spaces for unit employees on duty, such as air conditioning and heating and adequate furniture, drapes or blinds. To this end, the Employer agrees to provide and replace, as needed, at each Fire Station the following pursuant to applicable laws, rules and regulations:

- a. Adequate bedding
- b. Refrigeration for storage of employee's food (Kitchen Area Only)
- c. Cooking and eating utensils
- d. Dishwasher and suitable lounge furniture
- e. TV and videocassette/CD player (Dayroom/Common Areas and Alarm Room)
- f. A reasonable space for cooking meals or snacks
- g. Dining facilities, appropriate sleeping facilities, appropriate recreational facilities, appropriate physical fitness facilities and equipment
- h. Partitioned bathing and toilet facilities
- i. A washing and drying machine for employee clothing
- j. Microwave ovens and coffee makers to accommodate all employees assigned to the station.
- k. Adequate systems to remove toxic gases from the fire station.
- l. Employees will not be required by the employer or their representative to obtain materials or supplies for the Fire Department in any manner other than the appropriate channels for acquiring materials or supplies.
- m. Employees may voluntarily participate in self-help projects with the understanding that mission requirements come first. The Employer and the Union agree and concur that self-help projects help defer the costs and time constraints on project completion. Projects which change the conditions of employment of bargaining unit employees will be handled under Article 7 of the contract.

9.2. The Employer agrees to extend the same conditions to the living areas in the Fire Station as is extended to other work areas when utilities and/or appliances break down or

need replacing. Maintenance problems will be called to the attention of the on-duty supervisor who will notify the appropriate maintenance authorities and request action to correct the problem. The Employer agrees to have the carpet and furniture professionally cleaned periodically (minimum of semi-annually).

9.3. The Employer agrees to conduct inspections in the living quarters of all fire stations for any health and safety issues on a monthly basis, the union may designate a representative to accompany mgmt on these inspections. The Employer agrees to supply the Union upon request with a copy of the inspection report, along with its recommendations. The Employer further agrees to initiate abatement action to correct any discrepancies found within ten (10) days.

9.4 The Employer and the Union recognize that the living quarters in the fire station represent space allocated for rest, recreation, washroom and sleeping areas for unit employees and normally will not use these areas as public facilities or for public training.

9.5. In the event that circumstances warrant, the Employer agrees to furnish critical stress debriefing.

ARTICLE 10

SUBSTANCE ABUSE

10.1. The Union recognizes and shares the concern of the Employer for the welfare of its employees. The Union and the Employer agree on the desirability of participating in a joint effort to combat alcoholism and drug abuse. The Union further agrees to publicize and encourage employee participation in such programs.

10.2. The Parties agree the Fire Department substance abuse program will be referenced and detailed in an FMP.

ARTICLE 11

FIREFIGHTER HEALTH AND SAFETY

11.1. The Employer will ensure that safe and healthful working and living conditions are provided for bargaining unit employees that are consistent with the provisions of applicable laws and regulations. Both the Employer and the Union shall comply with applicable DoD Instructions, Air Force Instructions, NFPA Standards, OSHA regulations and other applicable laws and regulations pertaining to firefighter health and safety, whichever is more stringent.

11.2 Protective Clothing/Equipment

a. Protective clothing and equipment furnished to unit employees will be in accordance with the requirements of OSHA and NFPA Standards. Employees shall be responsible for the care and maintenance of items furnished and the return of such items as required by the Employer. The Employer agrees to replace/repair protective clothing and equipment when worn out or contaminated to the point where cleaning by the user is unsafe or unfeasible with cleaning/laundry facilities provided.

b. Bargaining Unit Employees will not be required to share any part of his turnouts and/or protective equipment with another employee unless cleaned and sanitized in accordance with established procedures.

11.3. The Employer shall provide for the inspection and testing of the structural integrity and safety of all apparatus and equipment utilized by the fire service at Holloman AFB in accordance with governing regulations. The results of these tests will be made available to the Union upon request. The Employer agrees to take prompt and appropriate action when an unsafe condition involving apparatus and/or equipment is reported to or observed by the Employee. New and replaced equipment will meet applicable standards. Assigned driver/operators are responsible for notifying the vehicle Crew Chief immediately upon identification of a possible deficiency in the operation of his vehicle. Crew chiefs will, in turn, immediately notify the Station Chief or the Assistant Chief of Operations for implementation of corrective action.

11.4. The Employer agrees that employees exposed to infectious diseases, hazardous substances, toxic fumes, epoxy paint, radiation, etc., during emergency responses shall be given a physical evaluation as determined necessary by appropriate medical authority as soon as practical thereafter. The Employer will maintain an up-to-date Hazardous Materials Exposure record for all bargaining unit employees. The Employer agrees to provide the Union a copy of this record upon request with the employee's written authorization to release.

11.5. The Employer welcomes suggestions from the Union and unit employees which offer practical and economically feasible ways of improving safety conditions in the Fire & Emergency Services Flight and throughout Holloman AFB.

11.6. The Employer agrees to maintain the Fire & Emergency Services Flight Safety Committee for the purpose of addressing Fire & Emergency Services Flight safety issues and implementing NFPA Standards into the Holloman Fire & Emergency Services Program. The Fire & Emergency Services Flight Safety Officer will chair the committee. The Union will identify bargaining unit committee members, provide members names to the committee chairman, and provide Union representation at all scheduled meetings. The committee chairman shall determine the meeting dates and times. The committee will make recommendations to the Fire Chief for his review, approval, and incorporation into the appropriate Fire & Emergency Services Flight management plans (FMPs).

11.7. With the ongoing concern toward the spread of infectious diseases, the Employer agrees to provide for the protection of bargaining unit employees, disposable gloves, micro-shields, protective aprons, waterless disinfectant hand wash and adequate eyewash for response at any type of medical emergencies where the handling of the victim may be cause for concern.

11.8. Rehabilitation During Emergency Operations. The Employer shall maintain an awareness of the condition of bargaining unit members operating within their span of control during emergencies and ensure that adequate steps are taken to provide for their safety and health. The Incident Management System shall be utilized to request relief and reassignment of fatigued crews. The incident commander shall consider the circumstances of each incident/hazardous stand-by and make suitable provisions for rest and rehabilitation of bargaining unit employees operating at the scene. These considerations may include medical evaluation and treatment, providing food and fluid replenishment, and relief from extreme climatic conditions, according to the circumstances of the incident/hazardous stand-by.

Section 1. Ambulance service and emergency treatment to employees will continue to be provided in the case of an on-the-job injury, accident, or illness. Employees of the unit may designate the hospital of their choice in the commuting area after emergency treatment and stabilization has been made and there is no longer an immediate threat to life. In the case of a major burn injury, the employee, after emergency treatment and stabilization, will be transferred to the closest burn center if determined necessary by the attending physician.

11.9 Medical Evaluation. The employer will provide an annual medical and physical performance evaluation that will be performed by the HAFB hospital Physical Exam Section as overseen by the Flight Surgeon, with emphasis on cardiac and respiratory diseases.

The physical examination is to include EKG, blood work, (CBC, FCS, and cholesterol levels) hearing test, eye test, pulmonary function test, and any other test deemed necessary by the physician to insure that the employee is in good physical condition. This assessment of the employee's coronary artery disease risk factors will be made yearly or prior to the start of an official physical fitness program. New unit

employees will have this evaluation accomplished as part of their pre-employment physical examination.

The employer agrees to notify employees at least two weeks in advance of their physical examination. The physical examination will not normally be scheduled earlier than the beginning of his/her on the going shift.

c. The employer will provide to employees on a voluntary basis, Hepatitis B vaccination, flu shots, Tetanus vaccinations and screening for Hepatitis C and HIV. Those declining these vaccinations will do so in writing.

d. The Fire Chief or his/her designee and the union will establish a physical fitness program with the advice from a person qualified and training in the Firefighter physical fitness program. The medical department will monitor and determine the medical fitness of the employee for the work and exercise program, unless the employee is already under another physician's care, then his/her physician is the determining authority. It is the employer's responsibility to insure time, normally, during work hours for the employees to participate in the physical fitness program. When DoD implements this program, the employer will obtain the required exercise equipment and facilities that are large enough to safely exercise.

11.10. Physical Fitness Program. The Parties recognize the need to establish and maintain a physical fitness program to enable bargaining unit employees to develop/maintain an appropriate level of fitness to safely perform their assigned duties and to reduce the probability and severity of occupational illnesses and injuries. To this end, and until such time as the DoD issues its Firefighter Physical Fitness Program, the Parties will continue to encourage unit employees to participate in the Fire & Emergency Services Flight's Physical Fitness Program. The Parties agree that participation in the present program is strictly voluntary on the part of the unit employees. Participating crews must be ready to respond at all times and vehicles must be properly staffed.

11.11. Consistent with mission requirements, the Employer shall make one-and-a-half hours per shift for 24-hour employees for physical fitness. All other employees may use up to 3 hours per week consistent with mission requirements. The employer will provide to all bargaining Unit members physical fitness clothing consisting of a Holloman Fire and Emergency Services T-shirt and pair of shorts, and suitable footwear (sneakers) for physical fitness training. At the end of the timeframe for physical fitness, employees will be clean and ready for duty and in the appropriate uniform.

ARTICLE 12

CLOTHING AND GROOMING STANDARDS

12.1. The requirement and conditions for the station uniform for bargaining unit employees will be in accordance with the provision of DoD, Air Force (AFI 36-801) and Holloman Fire & Emergency Services FMP. There will be no changes in the prescribed station uniform without notifying the Union in writing and giving them the opportunity to negotiate the change pursuant to Article 4 of the Agreement.

12.2 Bargaining unit employees will be provided a uniform allowance (initial and replacement) pursuant to Title V, USC, Subchapter 1, Sections 5901, 5902 and 5903.

Section 1. Initial Allowance. The purpose of the initial uniform allowance is to help pay the initial cost of the required uniform for bargaining unit employees initially coming on board. The initial allowance shall be the maximum amount allowable by law. The initial uniform allowance shall be provided to newly hired bargaining unit employees as soon as possible after they have been hired. In addition, the initial uniform allowance will be provided when an employee is permanently promoted to a position within the Fire & Emergency Services Flight if the required uniform is markedly different.

Section 2. Replacement Allowance. The purpose of the replacement uniform allowance is to help pay for the replacement of uniforms. The replacement allowance shall be the maximum amount allowable by law, annually. The replacement allowance shall be paid to bargaining unit employees annually at the beginning of the fiscal year. The Employer agrees to replace uniforms at no cost to the employee that are damaged in the performance of official duties or uncontrollable circumstances and deemed to be unserviceable and not due to the negligence of the employee.

ARTICLE 13

INJURY COMPENSATION

13.1. Employees Responsibility

When an employee is injured in the performance of his/her duty, the employee is responsible for notifying the supervisor of the incident, as soon as possible (usually within the same work shift). The employee, or his/her designated representative, will provide the supervisor the notification of traumatic injury (CA-1) as soon as possible (normally within 24 hours, not to exceed 48 hours) after the injury. The supervisor will process the CA-1 and other pertinent information in a timely manner and forward to the Civilian Personnel Office for further processing. Note: it is the supervisor's responsibility to complete and submit an ACC Form 164 as soon as possible but no longer than 24 hours after an injury.

13.2. Leave/COP

The employee will be advised that Continuation of Pay (COP) may be used in lieu of sick or annual leave in connection with such traumatic injuries, except in cases where the claim has been controverted. The day the injury occurs is a day of duty, and, as such, is not chargeable to leave or COP. Medical documentation supporting disability from work should normally be provided to management within 10 days from the date of the injury.

13.3. Processing

In all cases where the claim has been timely filed, the employer agrees to facilitate the processing of the claim to the US Department of Labor and make every effort to preclude financial hardship on the injured employee..

13.4. Light Duty

Management will make every reasonable effort to retain the employee in a light duty position commensurate with the seriousness of the injury and within the physical limitations imposed by the attending physician. When the employee's physician's report indicates the employee is required to accept any reasonable offer of suitable duty. Failure of the employee to accept the work offered may result in termination of benefits, unless the employee's physician regards it unacceptable.

ARTICLE 14

TOURS OF DUTY

14.1. Hours of work, overtime and holiday pay shall be administered in accordance with current and future statutes and instructions of the Office of Personnel Management, the Agency and the Fire & Emergency Services Flight. The Employer will publish FMP's outlining the work schedule and rules for the normal operations of each section in the department. Personnel shall be assigned workweek schedules commensurate to their position/job description. Operations Firefighters normal duty day is from 0800 to 0800. The parties agree that temporary deviations may be made to the 0800-0800 start-time in order to accomplish mission objectives. The employer agrees to notify the union in advance when possible of any deviations to the normal duty day and address appropriate arrangements for bargaining unit members.

14.2. Operation Section. Operational firefighters will be provided a substantial part of their duty shift on standby, and standby duties will be governed mission requirements. For the purpose of this agreement, "work period" and "standby duty" are defined as follows.

a. **Work Period.** Consists of 8 hours of a 24-hour shift (normally operational firefighters work a 72-hour work week, 144-hour per pay period) in the normal performance of duties, to include: standing roll call, inspection and maintenance of fire apparatus, tools and equipment, station cleanliness/housekeeping, job related training, attending fire protection meetings, maintaining reports, preparing for and standing inspections, and performing other job related duties assigned by the Employer.

b. **Standby Duty.** Consists of 16 hours of a 24-hour shift not performing work duties as described in section 2a. During this time, employees are free to pursue other activities while remaining ready to perform mission requirements such as answering emergency calls, and supporting other organizations when the work is beyond the schedule control of the Fire & Emergency Services Flight. The Employer agrees to guard against the scheduling of work under the control of the Fire & Emergency Services Flight during the employees' stand-by time, except for reservicing of vehicles/equipment after emergency responses, required night-time training and work functions necessary to insure safety of operations and/or readiness of the mission.

c. Employees are allowed two 15 minute breaks, one in the morning and one in the afternoon. The noon meal will be one hour between 1100 and 1300. When other than normal situations occur the supervisor and employee may mutually agree to a temporary change in the lunch period time constraints.

14.3

Hours of duty for the Technical Services Section shall coincide with normal four (4) nine hour days and one (1) twenty-four day or (60) hours per week .

14.4

Fire Alarm Dispatchers (Fire Communication Operators) will work five (8) hour shifts. 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.

14.5

All non-supervisory personnel may request trading hours of work with permission of the Employer.

14.6

Make-work projects are not encouraged and self-help projects will be voluntary and will not interfere with the assigned work schedule.

14.7

On days other than holidays and weekends, standby time will normally commence every day at 1600 hours if mission requirements permit. Standby time on holidays and weekends normally will commence as soon as all equipment has been properly checked and deemed in operational readiness and mission requirements are met.

14.8 Kelly Days (Days Off)

Should either party desire a change to the present method of the scheduled day off, the parties agree to meet and negotiate the change.

14.9 Exchange of Kelly Days (Days Off)

- A. Employees may exchange Kelly Days (days off) with a scheduled off-duty fire fighter or with a fire fighter of the same shift, upon approval of their Assistant Fire Chief, where the following requirements are met:
 1. Personnel exchanging duties must be of equal certification and have the particular skills and abilities necessary to perform on another's duties.
 2. The employee's request to exchange Kelly Days (days off) is of their own initiative.
 3. The request to exchange Kelly Days (days off) is submitted at least one shift before the first date on which they want to exchange Kelly Days (days off). The Assistant Fire Chief may consider requests which are submitted in an untimely manner due to circumstances

beyond the requesting employee's control. The request shall contain the dates and time each employee is to trade. These two dates must fall within the same pay period. Such requests will be made using Exchange of Kelly Days/Time form.

4. Employees who abuse this privilege by failing to fulfill the terms of the trade (except without official leave), will have the privilege withdrawn indefinitely, and subject themselves to disciplinary action.

14.10 Early Relief

Early relief is the practice by which a person reports for duty before the scheduled start of his own shift, in order to relieve from duty a person who is working the previous shift. Fire fighters may engage in early relief, upon approval of the station chief, where the following requirements are met:

- A. Personnel exchanging duties must be of equal certification and have the particular skills and abilities necessary to perform one another's duties.
- B. The employee's request to engage in early relief is of their own initiative.
- C. Fire fighters reporting in on early relief will be required to report to the station chief on duty along with the fire fighter being relieved so written entries can be made in the official log book.
- D. The exchange will not result in increased entitlement to overtime or premium pay for either employee involved.
- E. This time may be no more than one (1) hour before the scheduled shift expiration/starting time.

14.11 Trade Time

Employees of equal certification, may upon mutual consent and approval of the Station Chief/Assistant Chief, may exchange periods of hours provided the exchange does not result in the payment of overtime. The parties agree that employees trading time must conform to the following:

- A. Trade time will not exceed more than 24 hours during a pay period for any one employee.
- B. The Station Chief/Assistant Fire Chief must be notified one shift in advance, except in emergency situations.
- C. Traded time will be paid back within the same pay period.
- D. The individual(s) who actually worked during the trade time will be properly credited on their time card.
- E. The trading of time is done voluntarily by the employees participating in the program and not at the demand of the employer.

Such request will be made using Exchange of Kelly Days/Time form.

- F. Employees who abuse this privilege by failing to fulfill the terms of the trade (except in case of illness or bonafide emergency) may be charged AWOL (absent without leave), and have the privilege withdrawn indefinitely, and subject themselves to disciplinary action.

14.12 Compensatory Time for Religious Services

- A. Employee may request time off to attend religious services when personal religious beliefs require them to abstain from work during a certain period of the workday. In these cases they may further request to be permitted to work compensatory time in lieu of being charged annual leave. Such compensatory time shall be charged and credited to an employee in quarter hour increments (15 minutes).
- B. ~~If the supervisor can permit the absence and the employee desires to work compensatory time (in lieu of leave), every effort will be exerted to meet this requirement.~~ *gac*
RA
- C. An employee may work compensatory time before or after the grant of compensatory time off. A grant of advanced compensatory time off must be repaid within the same pay period.

ARTICLE 15

TRAINING AND CERTIFICATION

15.1. The training and certification program will be developed using source documents: DoDI 6055.6, Department of Defense Fire and Emergency Services Program, contains the requirement and for implementing AFI 32-2003, The Fire Fighter Certification Program. AFI 32-2001, The Fire Protection Operations and Fire Prevention Program provides additional guidance for certification and recurring training requirements. Additionally, other emergency medical and safety directives shall be used in development of training program requirements. Employees shall exercise due diligence in obtaining and maintaining certifications. It is acknowledged by both the Employer and Union that any training to maintain skills or certifications required by the employee's job description are mandatory. Employees refusing training will be advised of any potential detrimental effects to their career or promotion potential by the employer. The employer agrees to place employees attending mandatory local Government-provided training on permissive TDY status.

15.2. The Employer agrees to provide unit employees with adequate information concerning available fire and emergency related schools and courses. Every reasonable effort will be made by the Employer to provide educational and training opportunities to employees within the scope of budgetary constraints. If operationally feasible and the request does not place an undue hardship on the department, the employer agrees to grant authorized absence for training at no expense to the government that the employee wishes to attend and is job related. The Employer agrees to consider all reasonable requests for inclusion in the annual budget submittal.

15.3. The Employer has the right to train and assign work anytime during the tour of duty. The Fire Chief and Deputy Fire Chief may approve changes to the monthly published training schedule. The Assistant Chief on-duty is allowed to deviate from the schedule due to weather conditions such as extreme cold (below 32 degrees), extreme heat (heat index of 85 degrees), and winds in excess of 35 knots, availability of facilities, availability of aircraft, and changing mission requirements. When training is required to be performed after normal duty hours, as much advanced notification as possible will be provided. Down time will be managed by supervisors when training is conducted after normal duty hours. All firefighters will participate in the training program. Training for mission essential purposes may be conducted outside normal duty hours and will be compensated for hour for hour. Down time may be either before or after the training takes place at the discretion of the employer but must fall within the same pay period as the training that generated it.

15.4 The Employer agrees to provide and maintain a Fire & Emergency Services Flight library consisting of fire prevention films, books, periodicals, Technical Orders, Trade Journals, etc., for employees' self-development and technological advancement which may be checked out by unit members for their use. Additionally, the Employer agrees to provide computer workstations for use by employees during standby time for personal

use.

15.5. The Employer agrees to maintain and/or provide access to adequate facilities necessary to support the practical portion of the approved training programs.

15.6. Exceptions to attending formal training courses may be made on a case by case basis.

a. Exceptions may be made for hardship reasons in the following manner:

(1) Employees must submit a request to the Fire Chief, in writing, within five calendar days of being notified that he/she has been selected to attend a training course, unless an emergency arises.

(2) The request must contain the specifics as to what the hardship consists of.

(3) The Fire Chief or designee will immediately refer the request to a panel consisting of two members, one member designated by the Employer and the other by the Union. The panel will render a decision on the request within two eight-hour working days of receipt.

(4) In the event the panel renders a split decision, the matter will be referred to the Fire Chief or designee for a final decision.

(5) Any employee granted a hardship exception will be considered to attend the same type-training course at a later date.

(6) The employee requesting the hardship exception may not participate as a panel member on the panel considering his own request.

(7) Any issues related to the hardship procedure outlined in this section are excluded from the grievance/arbitration provisions contained in this Agreement.

15.7 Once the Employer has identified a training requirement and more than one employee is considered by management to be equally in need of the training, the training assignment will be offered to volunteers from that group by seniority in descending order. If there are no volunteers from that group, the supervisor will make the determination as to who will attend the training.

15.8 In those cases where the Employer determines there is a TDY requirement, the Employer agrees to consider the usage of a rental car if cost savings can be identified by the employee and funding is available.

15.9 The Employer shall provide counseling, training and guidance to all employees in an effort to assist them to remain current in their assigned positions, and, insofar as possible, for the purpose of assisting their career development.

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

15.11 The Employer agrees that Union representatives shall be offered the opportunity to attend applicable Employer/Union sponsored and/or funded Labor-Management Relations classes, provided space and staffing levels permit. The Employer agrees to provide the Union with adequate information concerning locally provided Human Resources training sessions. Excusals for this training shall be authorized as long as the employee's services can be spared and such attendance is determined to be of mutual concern to the Employer and the Union and the Employer's interest will be served by the employee's attendance.

15.12 The employer agrees to use good sound judgment in determining safe weather conditions all year round whenever scheduled drills/training is conducted. Physical activities during these drills will not exceed that normally expected of Fire Fighters. Weather conditions such as extreme cold, heat, winds, etc., will be safely determined before drills are conducted. Normally all fire fighters will be required to participate in the training program unless they are medically restricted. The shift supervisor will insure that all Fire Protection personnel participating in live fire drills will be completely clothed in protective clothing. An ambulance crew will be physically present.

15.13 The employer agrees to provide a training/study room for each fire station with easy access to employees for study purposes.

15.14 The employer agrees to provide training time for employees on qualification/certification training to accomplish fire protection career development courses.

15.15 Training of any kind will not be accomplished in any manner as a form of punishment or harassment.

A handwritten signature in black ink, appearing to read "J. Hall", is written over a horizontal line.

ARTICLE 16

PERSONNEL ACTIONS

16.1 Position Classification and Pay Management

Section 1. It is agreed that the position classification program will be conducted within the guidelines issued and authority delegated by the Office of Personnel Management. The Employer agrees to maintain current and accurate Standard Core Personnel Documents (SCPD) Core Personnel Documents (CPDs), for all positions in the Unit that reflect local work situations/requirements, in accordance with existing instructions. Pursuant to these governing instructions, the Parties recognize that the use of SCPDs is mandatory, when they are determined to be applicable. However, the parties also recognize that an SCPD may be revised to meet local needs.

Section 2. The Employer agrees that each employee will be provided a copy of his official SCPD and any amendment(s) thereto. If changes are made to the official SCPD, the Employer's representative shall discuss the changes with the affected employee. Prior to meeting with the affected bargaining unit employees, the Employer agrees to notify the Union pursuant to Article 4 of this Agreement regarding the changes to SCPDs of Unit employees. A copy of the amended SCPD will be provided to the Union and the affected employee(s) after it has been classified.

Section 3. If a Unit employee believes that the classification (title, series, or grade) of his position is in error, upon request, the employee will be furnished information on appeal rights and the procedures for filing an appeal. The Employer will also furnish the employee (appellant) with a copy of any forwarding letter or endorsement together with copies of all material furnished to the appellate authority. The employee may appeal with the assistance of a representative designated in writing. The employee and his representative shall be granted a reasonable amount of official time to prepare his appeal and will be assured freedom from restraint, interference, coercion, or reprisal in submitting his appeal. Classification appeals shall not be processed under the negotiated grievance procedure.

Section 4. It is agreed and understood that an SCPD is a written statement of the duties and responsibilities assigned by the Employer to a position that defines the kinds and range of duties an employee may expect to perform during the time he remains in the position. The SCPD is not in itself an assignment of work. The phrase "other duties as assigned" that may appear in an SCPD shall refer to duties or assignments reasonably related to the employee's line of work

16.2 Performance Appraisal

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

Section 2. All bargaining unit employees will be evaluated annually on the basis of job performance elements and standards established in conjunction with each employee's duties and

responsibilities as outlined in the core personnel document. These elements may be an important duty or responsibility of the position or may be a specific project or task consistent with or directly drawn from the duties and responsibilities or the position description. Performance elements will be valid and job related to permit objective and accurate evaluation of job performance.

Section 3. Employees will review their standards and elements at the beginning of the rating period. As necessary, supervisors will explain the responsibilities critical to the position. During the rating period, performance counseling sessions will be held semiannually or as necessary between the supervisors and employees to keep the employees informed of their performance. During these discussions, any performance deficiencies will be identified using AF Form 860B, and the employee informed of what must be done to reach an acceptable level

Section 4. While it is understood that the employer retains the right to establish job performance elements and standards, application of these standards is grievable whenever an adverse action results from or is a contributing factor in an adverse action resulting from the performance standard.

Section 5. When an employee is identified as having performance deficiencies, the supervisor will counsel the employee. Consultation will:

- a. Identify the performance deficiencies.
- b. State what course of action must be taken to improve the employees performance to an acceptable level.
- c. Develop a performance improvement plan (timeline).
- d. State what assistance will be provided by the employer to the employee.

Section 6. Should the rating system described in this article be modified or replaced by the U.S. Office of Personnel Management or Department of Defense directives mandating implementation, the union will be offered the opportunity to be consulted on the impact of the changes, before implementation.

16.3 Assignment Details

Section 1. Details shall be in conformance with current and future Office of Personnel Management, Department of Defense, and Air Force Regulations.

Section 2. ~~Vacancies due to leave, TDY, training, etc., will be filled by qualified available personnel, the term qualified shall mean that the employee being detailed into a higher graded position must possess all certifications required of that position at the time of the assignment IAW DoDI 6055.6 unless it is deemed an emergency situation by the employer. Assigned Lead Fire Fighters may serve as Station Captain on a rotating basis. Assigned Driver/Operators may serve as Lead Fire Fighters on a rotating basis as well. Details into vacant positions for less than thirty~~

c. When a supervisor suspects that an employee is abusing sick leave, the supervisor will discuss with the employee the causes of the employee's absenteeism. If warranted, the supervisor will counsel the employee with respect to the proper use of sick leave and record the counseling on the AF Form 971. Once the supervisor determines that sick leave abuse has occurred, the employee will be given written notification requiring medical documentation for all absences for which sick leave is requested. This notice should contain the reasons for the additional requirement, such as stating the number of hours of sick leave used in a specific period, the sick leave pattern and balance, etc. The requirement to furnish a medical documentation, once imposed, will be reviewed at least every six months to determine if it should be continued. The supervisor should be firm, fair and consistent in all aspects of leave administration.

d. In cases of serious disability or illness, employees may be advanced sick leave. The employee, in writing, will make a request for advanced sick leave. The request will include a certificate from the attending physician stating the diagnosis, expected date of full or partial recovery, and the employee's ability to perform his or her assigned duties following the illness. An advance of sick leave is not granted if it is likely the employee will not return to duty for a sufficient period of time to earn the advanced leave. If advance sick leave is denied, the employee will be given the reason(s) in writing.

Section 3. Miscellaneous Leave.

a. **Voting Leave.** An employee who requests voting leave may be allowed up to three (3) hours for this purpose. Employees will be encouraged to vote by absentee ballot whenever possible.

b. **Leave Without Pay**

(1) The Employer agrees to consider requests from the Union concerning leave without pay for the purpose of participating in Union matters.

(2) 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 an employee's eligibility for service credit and amount of annuity, and health, leave and insurance benefits.

c. **Bereavement Leave.** A request for sick or annual leave caused by a death of an immediate family member will be approved if at all possible.

d. **Witness/Court Leave.** 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 immediately return to duty. Unit employees will be released from duty for the duration of their jury obligation. Employees shall not be required to return to duty until the employee has completed his entire

jury obligation, unless he has been discharged by the court either for an indefinite period, subject to call, for a definite period in excess of one day or a substantial portion thereof.

e. **Military Leave.** When it does not conflict with mission requirements, military leave may be approved. It is incumbent upon the employee to forecast this two week military duty when leave is projected at the beginning of the year and is subject to annual leave processes as outlined in Section 1 (b). Employees absent for military leave (i.e. two-week annual obligation) will be paid in accordance with appropriate regulations. The employee will not suffer any loss of pay, including appropriate overtime pay. Any additional requests for military leave will be approved on a case by case basis.

f. **Blood Donor Leave.** An employee donating blood or platelets, without compensation, during duty hours, may be granted excused leave up to four consecutive hours on the same day the blood was donated. A longer period may be allowed for recuperation when supported by a medical certificate. Blood donor leave may be denied due to manning requirements, training requirements, etc.

g. **Family and Medical Leave.** Family and Medical Leave Act provides a standard approach to providing family and medical leave to unit employees by providing an entitlement up to a twelve (12) administrative workweeks of “unpaid” leave during any 12-month period for certain family and medical needs as described in 5 USC 630.1203(a).

h. **Family Friendly Leave.** The Family Friendly Leave Act (FFLA) will be administered in accordance with 5 CFR Part 630, AFI 36-815, and this agreement:

(1) Requests for sick leave under FFLA will normally be submitted to the appropriate supervisor in advance of the date the leave is to start and will be submitted on OPM Form 71.

(2) Since bargaining unit employees work an uncommon tour of duty, the basic amount of sick leave to be made available under FFLA each leave year will be equal to the average number of hours of work in an employee’s scheduled tour of duty each week (i.e., 56/60/72 hours). For the purpose of implementing the FFLA, those unit employees working uncommon tours of duty may have sick leave granted for the purposes identified in the FFLA. Therefore, under the FFLA, a unit employee working a 72-hour workweek would be entitled to 188 hours of sick leave, as long as 144 hours of sick leave balance is maintained for the purpose of FFLA.

Section 4. It is agreed that, during severe weather conditions, when bargaining unit employees are late reporting for work because of hazardous road conditions, they normally will be given administrative leave based on the merits of the employee’s case.

Section 5. Among the Employer’s conditions of employment is the requirement to be punctual in reporting for duty. When employees are tardy/absent for reasons other than inclement weather, the supervisor may:

a. Excuse tardiness/absences less than one hour.

(30) days will be documented on AF Form 971, Supervisor's Record of Employee. Details in excess of thirty (30) days will be recorded on a Standard Form (SF) 50.

16.4 Merit Promotions

Section 1. Merit promotions will be made without regard to political, religious, labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, non-disqualifying physical handicap, or age and must be based solely on job-related criteria according to legitimate position requirements.

a. The Employer agrees that whenever possible under applicable laws rules and regulations that employees within the Holloman F&ES Flight will be considered for promotion opportunities within said flight.

b. The Union and the Employer agree that promotion is a reserved management right and that said right will always be exercised with due care and diligence for its impact on the bargaining unit and will always be exercised consistently and within both the letter and spirit of the Merit System Principles.

16.5 Leave Policies

Section 1. Annual Leave. Annual leave will be administered in accordance with applicable laws, regulations and this article.

a. **General.** It is understood that the knowledge, skills, abilities, and certification of the employee and the needs of the fire service shall be considered by the appropriate supervisor when making a determination that the employee's services can/cannot be spared in connection with a request for annual leave. The Employer agrees to make a reasonable effort to schedule and to approve requested annual leave in such a manner throughout the leave year so that no employee will forfeit leave.

b. **Vacation Annual Leave Procedures.** Employees will submit their projected annual leave schedules not later than 15 January of each year. The Employer agrees to notify employees of approved leave schedules not later than 15 February. Subject to the approval of the leave-granting supervisor of each section and providing working conditions permit, where several employees request annual leave during the same period, the section supervisor will grant the leave to the senior employee using the official service computation date. When leave has been approved on an OPM Form 71 by the leave-granting authority, it may only be cancelled due to mission requirements or withdrawn at the request of the employee. In the event it is necessary to disapprove or cancel a request for leave, the supervisor will explain the reason(s) for his action to the employee.

c. **Equity in Scheduling.** To promote equity in leave scheduling, employees may only exercise the privileges of seniority (as described above) once per leave year when conflicting leave days are requested. Where such conflicting requests exist, the same employee will normally not be granted the same time period two consecutive years.

d. **Restoration of Annual Leave** - If an employee has "use or lose" annual leave and management has found it necessary to cancel the scheduled use of such leave for an "exigency of service", the employee may have such leave restored IAW applicable regulations as supplemented. Employees will accrue and use leave in accordance with law and government-wide regulations.

c. **Unscheduled Annual Leave Procedures.** Requests for unscheduled annual leave, i.e., other than scheduled vacation leave periods, shall normally be submitted as soon as the need for leave becomes known to the employee. Such leave for bargaining unit employees will be scheduled on a first come, first served basis; however, if multiple requests are received simultaneously, the employee having seniority (as defined in Section b and c above) will receive preference. The leave-approving official will consider workload and availability of properly trained and certified employees when determining if unscheduled leave is approved. Unscheduled leave will not be grounds to cancel the scheduled leave of any employee regardless of seniority or the Use or Lose status of the unscheduled leave being requested.

d. **Emergency Annual Leave.** Every bargaining unit employee is responsible for maintaining regular work attendance and for properly requesting leave when emergency circumstances arise. When an emergency necessitates an employee's absence, which could not be scheduled in advance, the employee shall normally notify the on-duty supervisor of the circumstances requiring his absence at least thirty (30) minutes prior to the start of his scheduled shift. If the absence extends beyond one workday, the employee shall keep the on-duty supervisor informed of the situation and probable date of return to work. The final determination concerning approval of emergency annual leave rests with the supervisor.

Section 2. Sick Leave. Sick leave shall be earned and administered in accordance with applicable laws, regulations and this Section.

a. Requests for use of accrued sick leave will be approved for employees who are incapacitated for duty by sickness, injury, pregnancy, or other medical reason that would prevent the safe discharge of the employees duty or confinement; absent for medical, dental or optical examination or treatment; or participating in a drug or alcohol rehabilitation program. Employees may also use sick leave when a member of his immediate family is afflicted with a contagious disease and the employee's presence at work would jeopardize the health of others. A medical certificate is required from (Operations) firefighters who miss 2 workdays (48 hours) due to illness. A medical certificate is required for all (Non-operations) personnel who miss three (3) consecutive workdays due to illness.

b. When sick leave could not be prearranged, sick leave must be requested from an on-duty shift supervisor, or designee, by telephone as soon as possible, but in no case more than two (2) hours after the start of the employee's scheduled tour of duty. Absences must be reported daily unless otherwise approved by the supervisor. Approval for prearranged medical appointments will normally be secured from the appropriate supervisor at least two duty days in advance of the absence. Requests for sick leave for non-emergency medical appointments, even though submitted with proper evidence, may be denied if the supervisor determines that the employee's services are needed. In any case, it is agreed and understood that an employee's immediate supervisor, or designee, is the only one who can approve sick leave.

- b. Change tardiness/absences to AWOL after notification and counseling.
- c. Consider the employee's request for annual leave.
- d. Consider the employee's request for leave without pay.
- e. Consider disciplinary action for repeated tardiness/absences.

Section 6. Administrative Leave for Union Officials. The Employer agrees to grant administrative leave for Union officials through a letter endorsed by the Union President or designee, if otherwise in a duty status, to attend National conventions, Federal seminars, and Union-sponsored training determined to be of mutual benefit to the Employer and the Union. This leave will be approved consistent with mission requirements. Administrative leave for this purpose shall normally not exceed five (5) workdays per official or a total of fifteen (15) days in a leave year. Additional time may be granted on a case-by-case basis. The Union shall normally submit requests for administrative leave to be used for the above purpose to the Fire Chief or designee, at least ten (10) calendar days prior to the requested training, along with a copy of the information concerning the content and agenda of the proposed meeting/training. Requests for administrative leave for reasons specified in this paragraph will not be arbitrarily denied. The parties agree that such reasons for denial will be in writing.

16.6 Adverse Action

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

Section 2. Adverse actions are subject to the procedures of the Merit System Protection Board (MSPB) or the Negotiated Grievance Procedure, but not both.

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

Section 4. During the conduct of an adverse action hearing, the employee may elect to be represented by a person of his/her choice. Regardless of the employee's choice of representative the Union will be notified in advance and given opportunity to attend IAW statutory requirements of 5 USC 7114.

Section 5. The employer agrees to seriously consider the use of "last chance" agreements.

16.7. Disciplinary Action

Section 1. Disciplinary actions will only be taken for just cause IAW AFI 36-704 and are grievable under the negotiated grievance procedure.

Section 2. For the purpose of this Agreement, the term disciplinary actions includes oral admonishments, reprimands, and suspensions of fourteen (14) calendar days or less. Letters of Caution or requirement (such as Modified Sick Leave Policy Letter) are not disciplinary actions; however, they are grievable under the negotiated grievance procedure.

~~**Section 3.** Disciplinary actions taken against employees will be no more than the minimum that can be reasonably expected to attain the purpose for which the action is initiated.~~

~~**Section 4.** The parties may agree to negotiate the severity of the penalties of a disciplinary action. Agreement of such action will be non-grievable.~~

16.8. Reduction In Force

Section 1. Governing Regulations

- a. RIF's shall be administered in accordance with applicable regulations.

Section 2. Notification and Register Review

- b. The employer shall notify the union as far in advance as possible of any planned reduction in force affecting the bargaining unit employees. The union may then designate one representative to review the retention register.

Section 3. Reemployment Rights

- a. Career or career-conditional employees who are separated because of RIF will be advised in writing of priority reemployment rights available to them and procedures for applying reemployment consideration for temporary or permanent positions for which they are qualified. Acceptance of a temporary appointment will not alter the employee's right to be offered permanent appointments during the period in which they are eligible for reemployment preference.

Section 4. Repromotion Eligibles

- a. In accordance with the regulations, career or career-conditional employees of the unit who have been involuntarily demoted without cause, will be considered for repromotion to any position within the Fire & Emergency Services Flight, up to the grade level held at the time of demotion in accordance with applicable regulations.

ARTICLE 17
GRIEVANCE PROCEDURE

SECTION 1: GENERAL

The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances between the parties to this Agreement.

SECTION 2: COVERAGE AND SCOPE

a. *Except* as provided for in Sections 3 and 4, 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 a bargaining unit employee (s) is a request for personal relief in any matter of concern or dissatisfaction, subject to 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 3: OPTIONS.

a. With respect to the items listed below, an employee may either file a grievance through this grievance procedure or file an appeal through a statutory procedure, but not both:

1. Discrimination cases
2. Reduction in grade or removal of employee for unacceptable performance.
3. Suspensions for more than fourteen (14) days
4. Reduction in grade
5. Reduction in pay
6. Furlough for 30 days or less
7. Removal

b. With respect to any matter which can be appropriately *filed* as a negotiated grievance under this article or an unfair labor practice under 5 USC 7116, the moving party may chose either process but not both.

SECTION 4: EXCLUSIONS.

Excluded from coverage under this grievance procedure are grievances concerning:

- a. Any claimed violation of Subchapter III of Chapter 73 of 5 United States Code (relating to prohibited political activities)
- b. Retirement, life insurance, or health insurance
- c. A suspension or removal under Section 7523 of 5 United States Code (Breach of National Security)
- d. Any examination, certification, or appointment
- e. The classification of any position which does not result in the reduction in grade or pay of an employee
- f. The termination of a probationary or trial period employee
- g. A preliminary warning or notice of an action which, if affected, would be covered by the grievance procedure or by statutory appeal
- h. Non-selection from a group of properly ranked and certified candidates

SECTION 5: REPRESENTATION.

- a. Union representatives shall make every effort within the scope of their preparation time to determine that grievances have substance in fact.
- b. The parties are obligated to resolve problems and grievances filed under this Article promptly and at the lowest level possible.
- c. A unit employee or group of employees shall have the right to present and process a grievance under this procedure on his/her/their own behalf (self-representation) or be represented by the Union. No other representation will be authorized for processing grievances under this procedure.
- d. Management shall not conduct any formal grievance hearing, meeting or discussion with the grievant(s) without giving the Union the right to be present.
- e. 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 6: The Employer and the Union recognize and endorse the importance of bringing to light and adjusting grievances promptly. The initiation of a grievance in good faith by an employee shall not cast any reflection on his/her standing with the Employer or on his/her loyalty and desirability to the organization nor will the grievance be considered as a negative reflection on the Employer.

SECTION 7: EMPLOYEE GRIEVANCE PROCEDURE.

The following procedures are established for the resolution of grievances of the parties and of all Bargaining Unit Employees.

STEP 1. An employee of the Unit desiring to file a grievance must submit the grievance by using Standard grievance form within ten (10) calendar days after occurrence of the incident or reasonable knowledge of the incident (whichever occurs first). Initial presentation will be made to the employee's immediate supervisor. For grievances where the employee has elected self-representation, the supervisor, upon receipt of the grievance, will forward a copy to the local Union. The grievant and/or the Union representative will meet with the immediate supervisor and/or the Fire Chief or designee (whichever is appropriate) to discuss and attempt to resolve the grievance. Should the immediate supervisor determine that the remedy requested cannot be granted and/or that the substance is not within the authority and control of this step, the supervisor will forward the grievance to the Fire Chief or designee. A written Step 1 reply will be given by management to the grievant or the grievant's Union representative within (10) calendar days of the date of the meeting or within (10) calendar days of the date the grievance was received, whichever comes last. 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 procedure.

STEP 2. Should Step 1 fail to resolve the grievance to the satisfaction of the grievant, it will be filed with the CES Commander within ten (10) calendar days from the date of the Step 1 decision or the expiration of the Step 1 (10 calendar day) response period, whichever occurs first. Additional issues or remedies may not be raised at this step. A written Step 2 decision from the CES Commander or designee will be made within ten (10) calendar days of the initial receipt of the Step 2 grievance.

STEP 3. If the grievance is unresolved after Step 2, the grievant may elevate the grievance to the Mission Support Group Commander, Attn: Labor Relations Officer, for final decision within ten (10) calendar days of the date of the Step 2 decision or the expiration of the Step 2 (10 calendar day) response period, whichever occurs first. Additional issues or remedies may not be raised at this step. The Mission Support Group Commander or designee will answer the grievance in writing within ten (10) calendar days of the initial receipt of the Step 3 grievance.

STEP 4. Should the final decision at Step 3 not be a satisfactory resolution to the grievance, the Union may refer the matter to arbitration pursuant to Article 17 of the Agreement.

SECTION 8: Except in the case of disciplinary actions, the Union and the Employer may agree that individual grievances, arising from the same set of facts or circumstances, will be joined at Step 2 and processed as one grievance throughout the remainder of the procedure. The Union will select one employee's grievance for processing and the decision thereon will be binding on all others in the group grievance.

SECTION 9: UNION/EMPLOYER GRIEVANCE PROCEDURE

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

a. **Union Grievances.** The Union may initiate an informal grievance by submitting it in writing to the Fire Chief, Attn: Labor Relations Officer, within Fifteen (15) calendar days after occurrence of the incident or reasonable knowledge of the incident (whichever occurs first). The Union President or designee will meet with the Fire Chief or designee to discuss and attempt to resolve the grievance. The Fire Chief or designee will render a written decision within Fifteen (15) calendar days after receipt of the Union grievance.

b. If the decision is unacceptable, the matter may be submitted to the Mission Support Group Commander or designee, Attn: Labor Relations Officer. The Mission Support Group Commander will render a written decision within fifteen (15) calendar days after receipt of the grievance. If the decision rendered by the Mission Support Group Commander is not acceptable, the Union may submit the grievance to arbitration in accordance with the provisions of this Agreement.

c. **Employer Grievances.** The Employer may initiate a grievance by submitting it in writing to the Union President within Fifteen (15) 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 will meet to discuss and attempt to resolve the grievance. The Union President or designee will render a written decision within fifteen (15) calendar days after receipt of the Employer's grievance. If the decision is unacceptable, the matter may be submitted to arbitration in accordance with the provisions of this Agreement.

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.

ARBITRATION PROCEDURE

SECTION 11. Grievance Mediation. Prior to either party invoking arbitration, the parties may mutually agree to request the parties participate in "Grievance Mediation." If grievance mediation is requested, the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) and/or any other mutually agreed upon "Alternate Dispute Resolution Program" to participate.

SECTION 12. In the event the Employer and the Union fail to satisfactorily settle any grievance under Article 17 of the Negotiated Grievance Procedure [NGP] of this AGREEMENT, then such grievance(s), upon written notice by the party desiring arbitration, shall be referred to arbitration. The charging party's request for arbitration will be submitted to the respondent within ten (10) calendar days of the respondent's last step grievance decision or within ten (10) calendar days after the expiration of the time period for a last step grievance decision.

SECTION 13.

a. Within seven (7) calendar days from the date of the respondent's receipt of a valid arbitration request, the charging party shall request the Federal Mediation and Conciliation Service [FMCS] to submit a list of seven impartial persons qualified to act as arbitrators. FMCS is a government agency whose policy is to facilitate and promote the settlement of labor-management disputes by resolving differences through the parties' own resources to include mediation and arbitration. Included in the arbitrator list will be a biographical sketch stating the background, experience and per diem fee established by each arbitrator. The costs associated with requesting a list of arbitrators from FMCS will be borne by the charging party. If the charging party is not satisfied with the list of arbitrators, then the charging party may reject the list and request another list from FMCS. The costs associated with providing an additional list will be borne by the charging party. The request for an additional list *can* be invoked only one time by the charging party unless mutually agreed upon by the parties.

b. Once the list is accepted by the charging party, the parties shall meet within ten (10) calendar days after the receipt of such list to select an arbitrator. If they cannot agree upon one of the listed persons, the Employer and the Union will each strike one arbitrator's name from the list of seven and shall repeat this procedure. When only one name is left, he/she shall be the duly selected arbitrator. Initial striking, or the order of selection, will be determined by chance (i.e., a coin flip with the winner receiving the right to determine the selection order). The selected arbitrator will be notified and a date for arbitration established within sixty (60) days of selection unless the parties mutually agree to extend this time limit.

SECTION 14: Any dispute as to grievability or arbitrability shall be determined by the arbitrator selected to decide the original grievance or dispute submitted for arbitration under this Article. If the arbitrator determines that there is a reasonable basis that the issue is arbitrable, he will hear the merits of the underlying grievance and decide the issues together.

SECTION 15:

a. Arbitration over employee grievances shall take place at the installation where the employee works.

SECTION 16:

a. The arbitration hearing shall be held in facilities provided by the Employer. The arbitration hearing shall be held during the regular day shift hours of the Monday through Friday basic workweek or as directed by the Arbitrator.

b. The Employer agrees that a reasonable number of relevant Union witnesses, who are employees of the activity and who are otherwise in a duty status, shall be authorized to use official time to provide testimony in activity level arbitration hearings arising under this Article. In order to provide for availability, the Employer must receive a list of proposed witnesses, in writing, at least fourteen (14) calendar days prior to the scheduled date of an activity arbitration hearing.

c. The Union and the Employer agree, that to the extent practicable and subject to the *constraints* of the arbitrator, employees called as witnesses and other unit personnel attending an activity level hearing on a regularly scheduled workday, will remain on duty until called, when their presence is not directly required, in order to provide adequate mission coverage.

SECTION 17: An award rendered by an arbitrator under this Agreement shall be confined to the issues agreed to in a joint stipulation. If the parties fail to agree on a joint stipulation of the issue, the arbitrator's authority is limited to deciding on the issue or issues considered during the grievance process. The arbitrator shall not change, modify, or add to the provisions of the *Agreement* as such right is the prerogative of the contracting parties only. Furthermore, the arbitrator shall not change, modify, alter, delete, or add to the provisions of any law, rule or regulation affecting conditions of employment.

The arbitrator shall be requested to render a decision as quickly as possible, but in any event, no later than thirty (30) calendar days after conclusion of the hearing, unless the parties agree otherwise. The award shall be in writing and will include a statement of the basis of the award, and shall be supplied concurrently to the Employer and the Union. The award will be mailed to the parties the same day it is signed and will be post-dated three days to allow for mailing delivery time.

SECTION 18:

a. The order of hearing proceedings will be determined by the arbitrator.

b. Any dispute over the application or interpretation of an arbitrator's award, including remanded awards, shall be returned to the arbitrator for settlement.

c. The arbitrator's award shall be binding on the parties and implemented upon receipt, unless appealed. Either party may file exceptions to an award in accordance with applicable rules and regulations. Arbitrator awards subject to judicial review will be considered on the same basis and under the same rules as if the award had been a decision under an appellate procedure.

SECTION 19: The fee and *expenses* of the arbitrator shall be borne equally by the Employer and Union. The cost of a shorthand reporter or transcript, where such is mutually agreed upon by the parties or requested by the arbitrator, shall be shared equally by the parties. Absent mutual agreement, either party may unilaterally request that a transcript be prepared but must bear all cost incurred in its preparation. But any party subsequently receiving a copy of a transcript of an arbitration hearing must pay fifty (50) percent of all *costs* incurred in the preparation of such transcript. Any cancellation fees of an arbitrator shall be paid by the canceling party unless otherwise agreed to by the parties.

ULP INFORMAL SETTLEMENT

SECTION 20: PURPOSE. This Article sets forth procedures for processing unfair labor practice allegations under 5 USC 7116 before such allegations are formally filed with the Federal Labor Relations Authority under its rules. The express intent of the parties is to facilitate informal discussion concerning alleged unfair labor practices and enhance the possibility of informal resolution thereof, before such allegations are formalized before a third party.

SECTION 21: APPLICATION AND COVERAGE. The procedures set forth herein will be applied when either party alleges that the other party has violated a provision of 5 USC 7116; however, allegations involving Section 7116(b)(7)(A) are exempt from this Agreement.

SECTION 22. RIGHTS UNDER LAW. The procedures set forth in this Article shall not negate either party's right under 5 USC 71 to allege violations of Section 7116 of that Title before the Federal Labor Relations Authority in accordance with its rules. However, where the parties execute a settlement agreement resolving a particular allegation, that allegation shall be precluded from further processing before the Authority.

SECTION 23. PROCEDURES.

a. Where a party to this Agreement believes that the other party has engaged in any act prohibited by 5 USC 7116, that charging party must notify the responding party of an intent to file an unfair labor practice charge with the Federal Labor Relations Authority. Such notification must be received by the responding party at least 10 calendar days prior to *the* filing of such charge with the Authority. Alleged violations of Section 7116(b)(7)(A) of 5 USC 71 are exempt from this requirement and shall be processed in accordance with applicable rules of the Authority.

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

c. The written notice must contain a clear and concise statement of the facts constituting the alleged unfair labor practice, including the time and place of occurrence of the particular acts,

any supporting documentation, and the specific provisions of Section 7116 alleged to have been violated.

d. At the activity level, the activity Labor Relations Officer may meet informally with the Local Union President to discuss the alleged unfair labor practice(s). Such meeting shall normally take place within 3 calendar days of receipt of written notice by a responding party as provided above

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

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

f. The responding party may then fact find the case and develop information regarding the alleged ULP.

g. The party notified of an unfair labor practice allegation as provided in Subsection (a) of this Section shall render a decision to the charging party within 10 calendar days of receipt of such notice or within 10 calendar days of the meeting, whichever is later. If the facts support the proposed charge, remedies will be decided. If the parties are unable to resolve the matter, or if the responding party fails to issue a written decision within the time limits provided herein, the charging party may *then* pursue the matter before the Federal Labor Relations Authority in accordance with its rules.

SECTION 24: TIME LIMITS. Where a charging party becomes aware of an alleged unfair labor practice less than 30 days prior to the expiration of time limits for filing an unfair labor practice charge concerning that allegation before the Authority, this Article shall not operate to prevent such timely filing with the FLRA . However, where such occurs as a result of lack of knowledge on the part of the charging party, written notice must be provided as soon as possible prior to the filing of a charge with the Authority.

SECTION 25: ENFORCEMENT. Disputes over interpretation and application of this Article shall be resolved exclusively under the Negotiated Grievance Procedure.

ARTICLE 18

LABOR MANAGEMENT RELATIONS

18.1. Information Management

- a. The employer will provide a bulletin board at the station for the display of union literature, correspondence and notices.
- b. Posting of the union's allotted section of the bulletin board will be done by union representatives during non-work (standby) hours of union representatives. If posting is not accomplished during non-work (standby) hours in the area of the bulletin board, it will be done in a manner which will not disturb their work. The union accepts full responsibility in the conduct of its representatives and proper maintenance of the authorized bulletin board.
- c. Union literature may be distributed by union representatives during non-work (standby) hours. Distribution of literature will be made during the non-work (standby) time of both union representatives making the distribution and employees receiving the literature.

18.2. The Labor Relations Officer and Union President agree to meet as necessary for the purpose of discussing any matters that pertain to the interpretation and application of the Agreement. The meeting will also consider such matters as safety, working conditions, morale of the work force and other similar subjects. Each party may be accompanied by not more than one (1) other representative.

18.3. A meeting between the Mission Support Group Commander and the Union President shall be held at least annually. Such meetings shall serve to provide the Mission Support Group Commander and the Union President an opportunity to develop an understanding of the problems/solutions relating to the Labor Management Relations Program. The meeting will normally not exceed one (1) hour.

Article approved as written above

Date: 12 July 2004

ARTICLE 19

GENERAL PROVISIONS

19.1. When unit employees are engaged in extended fire fighting or training operations, the employer will consider requesting hot rations and drinking water be sent to the scene.

19.2. The parties agree to encourage unit employees to participate in the activities' Incentive Awards Program. Unit employees may be appropriately recognized for adopted suggestions as well as performance, including special acts performed in their community.

19.3 The PSOB (Public Safety Officer's Death Benefit codified at 42 U.S.C., Section 3796, Subchapter XII) permits individuals with a certain relationship to a firefighter, whose death or related illness was the direct result of fire fighting activity, to seek monetary benefits by submitting a claim to the program administrator, Department of Justice, Bureau of Justice Assistance, PSOB Division. The employer agrees to provide all relevant records pertaining to the employment of the deceased, which may be evidence to support the claim. The employer and the Union will assist the claimants, upon request.

19.4 At the family's request, the Employer agrees to cooperate with the Union in its efforts to establish an honor guard in the event of the demise of one of the active duty and/or retired members of the Holloman AFB Fire Department. The honor guard shall be composed of fellow employees and shall be selected by the family of the deceased, or the Union President and Fire Chief.

ARTICLE 20

Duration of Agreement

20.1

The effective date of this agreement will be the date it is approved by the Civilian Personnel Management Service (CPMS) and it shall remain in effect for three (3) years from the date it is signed by the Parties. Thereafter, it will remain in effect for successive periods of three (3) years unless either Party gives the other written notice of intention to terminate or renegotiate the Agreement no less than ninety (90) calendar days nor more than one hundred twenty (120) days prior to the next anniversary date. Such notice will be accompanied by the written proposals to be renegotiated. Negotiations will begin no later than thirty (30) calendar days after receiving the proposals. While negotiations are in process, the existing Agreement will remain in effect.

20.2. Mid-Term Bargaining: This Agreement, except for its duration period as specified in paragraph 20.1 above, may be reopened for amendment by either party on the initial mid-term. The Parties agree to provide written notice of intent to bargain not later than 90 days and no more than 120 days prior to 18 months following approval. The Parties agree that each party can reopen no more than 2 articles during this initial reopening period. Any request for amendment by either party must be written and must include a summary of the amendment(s) proposed. The Parties shall meet within fourteen (14) calendar days after receipt of such request to discuss the matter(s) involved. If the Parties cannot resolve the matters presented, they shall proceed with negotiations. Negotiations shall be strictly limited to those matters previously presented by the Parties as being appropriate. Any other mid-term reopening will be accomplished only by mutual consent of both parties. This reopening period does not affect either Party's right to unilaterally reopen the contract for negotiations in accordance with paragraph 20.1 above.

20.3 Effective Date, Amendments and Supplements

Amendments and supplemental agreements will become effective on the date signed by CPMS. They will remain effective concurrent with the basic agreement.
