

LOCAL SUPPLEMENT  
AGREEMENT

between

WRIGHT-PATTERSON AFB

and

THE INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS (AFL-CIO)  
LOCAL F-88

LOCAL F-88/WPAFB  
LOCAL SUPPLEMENT AGREEMENT  
TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
1. SCOPE AND COVERAGE OF SUPPLEMENT.....	1
2. HOURS OF WORK.....	3
3. ANNUAL LEAVE.....	8
4. OPTIONAL/ABBREVIATED WORK UNIFORM.....	9
5. SAFETY AND HEALTH COMMITTEE .....	10
6. EMERGENCY MEDICAL SERVICES.....	11
7. OVERTIME.....	12
8. GENERAL PROVISIONS.....	13
NEGOTIATION TEAMS.....	15
SIGNATORIES.....	16
APPENDIX.....	17

ARTICLE 1  
SCOPE AND COVERAGE OF SUPPLEMENT

SECTION 1: AUTHORIZATION

This supplemental agreement is executed pursuant to authorization in Article 30 of the 2008 Command Labor Agreement between the Air Force Materiel Command and the International Association of Fire Fighters, AFL-CIO (IAFF). The following articles constitute the local supplement agreement between Wright-Patterson AFB, Ohio, hereinafter referred to as the Employer, and IAFF Local F-88, hereinafter referred to as the Union. The provisions herein are not intended to be in conflict or otherwise inconsistent with the provisions of the CLA or any governing law, rule, or regulation. In negotiating this LSA the parties have had full opportunity to raise any and all appropriate issues. The articles of this agreement are comprehensive and represent the sum of the supplemental terms and provisions, which the parties agree to abide by for its duration.

SECTION 2: STANDARD OPERATING PROCEDURES (SOP's)

The parties to this LSA have mutually agreed to address various subjects through Standard Operating Procedures (SOP's). The applicable SOP is not a part of this LSA but the parties recognize that the procedures established in any SOP will remain in place and not be changed without satisfying any appropriate bargaining obligations. The parties affirm that all SOPs must not conflict with appropriate laws, rules and regulations as well as the Command Labor Agreement.

### SECTION 3: PURPOSE

The purpose of this Supplemental Agreement is to provide an orderly process by which employees in the unit may participate through the International Association of Fire Fighters (IAFF) in the formulation and/or implementation of personnel policies and practices affecting them, or other matters affecting their working conditions in a manner that enhances the efficiency of Wright-Patterson AFB Fire Department operations. It will be mutually understood that this Supplemental Agreement will be negotiated in accordance with the provisions of the Command Labor Agreement between Air Force Materiel Command (AFMC) and the International Association of Fire Fighters (AFL-CIO), and all its provisions incorporated herein shall be used in conjunction with this Supplemental Agreement. Subsequent to the effective date of this Supplement, where WPAFB regulations or policies are in conflict or inconsistent with this agreement, they are subordinate to the agreement.

ARTICLE 2  
HOURS OF WORK

SECTION 1: TOUR OF DUTY

- a. Operations Section: The workweek may consist of an average of 72 hours. Each workday will normally consist of at least eight (8) hours of actual work, between the hours of 0800-1730 and sixteen (16) hours of standby time.
- b. The tour of duty shall include time for actual work and standby. The period for standby time (including sleep time) shall not normally exceed sixteen (16) hours within the tour of duty unless authorized by the senior officer on duty. Bargaining unit employees are performing “actual work” when inspecting and maintaining fire apparatus and fire suppression devices, inspecting buildings and areas, giving and receiving job related training, being present at meetings and formal gatherings, being present on “Standbys” and other types of operations where the danger of fire or other related emergencies is present, and preparing and maintaining reports. “Actual work” also includes housekeeping duties, physical fitness activities, preparing for and standing inspections, monitoring the work of others, and performing other job related duties assigned by the Employer. If management determines it is necessary to work during standby time, it will be accomplished as expeditiously as possible. In any event the decision of whether or not work is necessary will be made by the Employer. When not performing duties during standby time, employees will be free to eat, sleep, read, watch television, or engage in other similar pursuits while at their duty stations. A wake up call will be simulcast by Dispatch to all stations at 0700 hours daily.
- c. The parties agree that weekends and holidays will normally consist of self-improvement, training, and assigned duties not accomplished during the workweek.

- d. Employees who are authorized comp time or overtime, as appropriate to attend training will receive time for the duration of the training period as defined in the governing SOP.

## SECTION 2: TRADING OF WORKDAYS

- a. Employees may trade a 24-hour workday or any portion thereof within the same pay period upon submission of a written request (AFMC form 192) and the DCPS work schedule change form. Approval of the appropriate on-duty supervisor (Chief 2) is required. Exchanges must be made by mutual agreement between the employees concerned.
- b. The following conditions must be met for any exchange of workdays and/or time:
  - (1) The trading of time is done voluntarily by Fire Department employees participating in the program and not at the behest of the employer.
  - (2) Exchanges will be between employees with the required certifications and suitable qualifications in accordance with the governing SOP.
  - (3) An employee who exchanges duty time is responsible to work the time stated on AFMC 192 and must report fit for duty.
  - (4) Normally, an employee must submit AFMC Form 192 at least 24 hours in advance of the first day of the exchange. The Employer may consider requests which are submitted in an untimely manner because of circumstances beyond the requesting employee's control. The supervisor will approve/disapprove the request with justification provided in writing for any disapproval.
  - (5) The exchange of time will not result in increased entitlement to overtime compensation for either employee involved.
- c. In instances where manning or other mission requirements preclude leave approval, employees may voluntarily exchange a scheduled workday upon written request.

Subject to supervisory approval, leave may be granted for the leave requesting employee and comp time may be approved for the employee working on behalf of the employee on leave. Submission of a written request must be approved by the Fire Chief or appropriate designee. The employee working will be granted comp time that must be used within 180 days or future requests will be denied. Exchanges must be made by mutual agreement between the employees concerned. The exchange will not result in additional payment of overtime compensation for either employee. This practice will be mutually reviewed periodically to assess feasibility and may be modified or suspended as a last resort by either party if deemed not practical.

### SECTION 3: EARLY RELIEF

Early relief is the practice by which a person reports for duty before the scheduled start of their own shift in order to relieve from duty a person who is working the previous shift. Employees may engage in early relief, upon approval of Chief 2 or their supervisor, where the following requirements are met:

- a. Personnel exchanging duties must be of equal rank and/or have the particular skills and abilities necessary to perform one another's duties. The supervisor shall not arbitrarily disapprove a request to engage in early relief. If the affected employees so desire, the supervisor shall provide written reasons for disapproval of request.
- b. The employees' request to exchange in early relief at their own initiative.
- c. Employees reporting in on early relief will be required to report to the supervisor on duty along with the employee being relieved so written entries can be made in the activity book.
- d. The exchange will not result in increased entitlement to overtime or premium pay for either employee involved.

- e. If the off going employee is #1 or #2 on the overtime list, they will ensure a proxy is available to cover the overtime if the position is hit.

#### SECTION 4: COMMUNICATION SECTION

Communication Section personnel are assigned a varying tour of duty. In situations where the mission requires longer than ordinary periods of work, the basic weekly tour of duty is established at 60 hours. Premium compensation is paid under appropriate regulations. Scheduling adjustments will be permitted with supervisory approval utilizing the DCPS work schedule change sheet.

#### SECTION 5: FIRE PREVENTION SECTION

Fire Prevention personnel are currently assigned a varying tour of duty. In situations where the mission requires longer than ordinary periods of work, the basic weekly tour of duty is established at 60 hours. Premium compensation is paid under appropriate regulations. Once a work schedule has been established, any permanent changes to that schedule will require bargaining as appropriate. Scheduling adjustments will be permitted with supervisory approval utilizing the DCPS work schedule change sheet.

#### SECTION 6: GENERAL

Time sheets shall be annotated in accordance with governing regulations. Engaging in early relief, or time exchange shall be voluntary by the employees and no grievance shall be filed related to this article.

## SECTION 7: CARRYING BOOTS

If the employee must move to another station after reporting to his/her scheduled workstation, the employee may request transportation to and from the new duty assignment. This transportation will be provided in a timely manner. If necessary, employees may be required to carry boots for up to two days. Employees will be compensated 30 minutes overtime for travel to and from Station #3, and 15 minutes for travel to and from Station #1 and #2 to return equipment to the employees home station at the end of the 2<sup>nd</sup> day while carrying boots.

## SECTION 8: TRANSFERS

The parties agree that there may be a need to initiate employee transfers either management directed or under emergency circumstances. Such transfers will be effected in accordance with the governing SOP. Transfers of employees will be effected based on mission requirements. Consideration will be given to employees' personal desires and home life prior to effecting the action. The employer agrees to provide the employee reasonable advance notice prior to the effective date of the transfer.

ARTICLE 3  
ANNUAL LEAVE

SECTION 1

Leave request will be made with the employee's choices for a priority period up to 14 continuous calendar days. One priority period will be considered per year for each employee. All other leave requests will be considered as single days.

SECTION 2

Chief 2's master leave calendar will be maintained for a five (5) year period by management for the purpose of tracking leave on holidays. This practice assures that employees will be afforded an equal opportunity to take holidays off. Holidays are counted against an employee if he/she takes annual leave or sick leave only. If the employee is not scheduled to work a holiday, it will not be counted as "taken off".

SECTION 3

Leave will be approved by a multi step formula. Once leave is approved at one step, consecutive steps cannot overrule the leave. Leave will be scheduled in accordance with the governing SOP.

SECTION 4: CANCELLATION OF LEAVE

Bargaining unit employees must notify the appropriate supervisor, verbally or in writing, prior to the start of their duty shift of their desire to cancel any portion of their leave. If personnel are moved because of no cancellation notice, the employee canceling leave may "carry boots" for that day subject to the reasonable requirements of the employer.

ARTICLE 4  
OPTIONAL/ABBREVIATED WORK UNIFORM

SECTION 1: UNIFORM ALLOWANCE

Uniform allowances will be paid annually with required paperwork submitted as close to 1 October as possible.

SECTION 2: WORK UNIFORM

The uniform will be set forth by the governing SOP.

SECTION 3: PHYSICAL FITNESS CLOTHING

Dependent upon budgetary availability, the employer agrees to supply physical fitness clothing as described in the governing SOP.

ARTICLE 5  
SAFETY AND HEALTH COMMITTEE

SECTION 1

- a. The Fire Department Safety and Health Committee will consist of the following:
  - 1) Fire Department Safety officer
  - 2) One Union representative
  - 3) Two bargaining unit employees
  - 4) One Fire Prevention representative
  - 5) Fire Department Infectious Control officer
- b. The committee will meet at least quarterly with minutes taken and distributed for Fire Department use.

ARTICLE 6  
EMERGENCY MEDICAL SERVICE

SECTION 1

The parties agree that the growing trend in the Fire Service is to provide Emergency Medical Services. The Wright-Patterson AFB Fire Department is striving to remain on the leading edge of fire protection within the Air Force Materiel Command providing excellent customer service to the residents and employees of the installation. The Employer agrees to fully fund and support Emergency Medical Service training, and to provide recertification training to the level of EMS certification for all fire department employees, as assigned. The Employer also agrees to support training for interested individuals who are not required to have such training subject to budget, mission and time constraints.

SECTION 2

The parties agree to form an Emergency Medical Service (EMS) committee comprised of:

- a. One Chief officer
- b. One Union official
- d. One EMS Coordinator
- e. Two bargaining unit employees
- e. Fire Department Infectious Control Officer

The committee will be responsible for recommending procedures and implementation of new techniques and policies in accordance with hospital protocol, State, and National standards. The committee will meet at least quarterly with minutes taken and distributed for Fire Department use.

## ARTICLE 7

### OVERTIME

#### SECTION 1: PROCEDURES FOR OPERATIONS PERSONNEL

The Employer agrees to maintain an overtime list consisting of all operations section employees by position. The list will be in descending order using service computation date (SCD). When overtime becomes necessary, the on duty Assistant Chief of Operations will decide the qualifications needed to fill the vacancy, either fire fighter, driver operator, or captain of the off going shift and in accordance with the governing SOP. The highest person on the overtime list with the qualifications needed will be notified of the overtime as soon as possible. The number one (1) person on the overtime list is responsible for the first twelve (12) hours and the next person on the list will be responsible for the next twelve (12) hours. Any employee may at their discretion work the entire 24-hour shift if the overtime is available.

#### SECTION 2: OVERTIME PROXIES

The parties agree that the overtime shift is primarily the responsibility of the employee selected for overtime, in coordination with the employer. This employee may solicit for volunteers from his/her coworkers to work the overtime in his/her place in accordance with the governing SOP. The employee working the shift is entitled to all overtime pay and benefits earned for the actual hours worked. The employee initially selected for overtime will have his/her name moved to the bottom of the overtime list.

ARTICLE 8  
GENERAL PROVISIONS

SECTION 1: OFFICE SPACE

The Employer agrees to provide reasonable secure Union office space. The office will be supplied with a computer and class “A” phone(s) with WATS capability. High-speed internet access (without base network access) will be provided as available at union expense.

Technology improvements and upgrades for the union office will be consistent with all other sections. Furniture will be provided including computer desk and executive desks, filing cabinets, and office chairs for each desk provided. Additional seating shall be provided through mutual agreement.

SECTION 2: REGULATION LIBRARY

Current publications are located on line. The provision of or access to any additional relevant publications to the Union may be obtained through the Labor Relations Office.

SECTION 3: SPORTS ACTIVITIES

The Employer agrees to support and encourage outside sports activities. Use of base gymnasiums and other sports facilities will be permitted as long as the equipment can respond within the time and distance criteria.

#### SECTION 4: QUALITY OF LIFE

Quality of life issues, to include temperature control, water and air quality, linens, and furniture are in the best interest of both parties. The parties agree to continuously work towards creating a working/living environment that is free from hazards and promotes a good quality of life. Improvements needed to promote a good quality of life will be looked at periodically and any deficiencies will be brought to the attention of the appropriate parties by both union and management.


#### SECTION 5: SMOKING CESSATION PROGRAM


The parties agree to work towards creating a social environment that supports abstinence and discourages the use of tobacco products, creating a healthy working environment and providing smokers with encouragement and professional assistance quitting. If available, the Employer agrees to provide a smoking cessation program for those employees desiring to attend. The Employer agrees to grant time, with no charge to leave for an employee's first smoking cessation program while on duty. Bargaining Unit Employees will bear the personal cost associated with these smoking classes. Bargaining Unit Employees desiring to utilize the time to attend smoking cessation class will submit a written request to higher appropriate supervisor for approval.

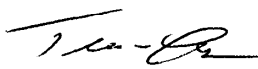
The Employer and the Union agree to the contents and provisions of the Local Supplement

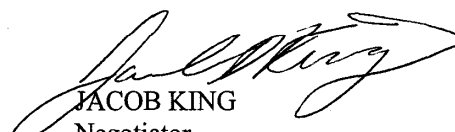
Agreement:

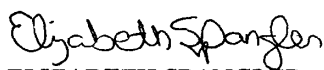
For the Employer:

  
ROBIN WILLIAMS  
Chief Negotiator  
Civilian Personnel Division

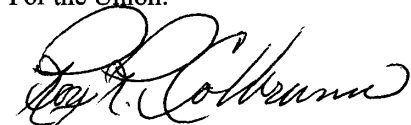
  
GLENN EATON  
Negotiator  
Chief, WPAFB Fire Dept.

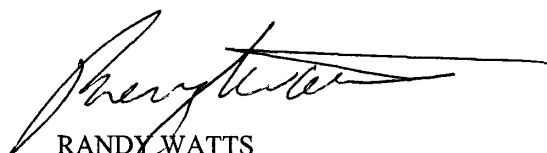
  
TRACY YOUNG  
Negotiator  
Dep. Chief, WPAFB Fire Dept.


  
JACOB KING  
Negotiator  
Asst. Chief, WPAFB Fire Dept.


  
ELIZABETH SPANGLER  
Negotiator/Scribe  
Civilian Personnel Division


For the Union:


  
ROY COLBRUNN  
Chief Negotiator  
President IAFF Local F-88

  
RANDY WATTS  
Negotiator  
Vice President IAFF Local F-88

  
BRIAN GRUBB  
Negotiator  
Sec/Treasurer IAFF Local F-88

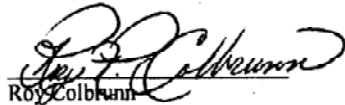
  
SAMUEL FELTNER  
Negotiator  
IAFF Local F-88

  
ZACHARY MUSSELMAN  
Negotiator/Scribe  
IAFF Local F-88

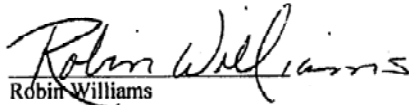
  
JASON TURPIN  
Alternate Negotiator  
IAFF Local F-88

Signatories

This Local Supplement Agreement between the Wright-Patterson AFB Fire Department and the International Association of Fire Fighters (AFL-CIO), Local F-88 is hereby executed on this 29<sup>th</sup> day of October 2009.

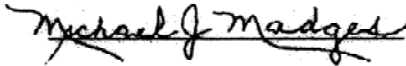


Roy Colburn  
President  
IAFF Local F-88

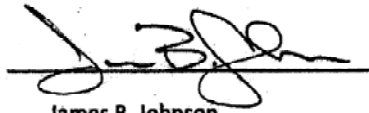


Robin Williams  
Labor Relations Officer  
Civilian Personnel Division

The Local Supplement Agreement between Wright-Patterson Air Force Base and the International Association of Fire Fighters (AFL-CIO) Local F-88 initially submitted on 5 Nov 09 has been approved as subsequently modified. The date of approval is 10 Dec 09.



Michael J. Madges  
Labor Relations Specialist  
HQ AFMC/A1KL



James B. Johnson  
16<sup>th</sup> District Vice President  
International Association of Fire Fighters

APPENDIX  
PROXY FORM

OVERTIME PROXY  
AGREEMENT

DATE \_\_\_\_\_

I \_\_\_\_\_, will work proxy for \_\_\_\_\_.

Date \_\_\_\_\_, Time \_\_\_\_\_.

\_\_\_\_\_  
Overtime Selectee

\_\_\_\_\_  
Overtime Proxy

APPROVED/DISAPPROVED

\_\_\_\_\_  
Asst Chief of Operations