

San Antonio Federal Fire Fighters IAFF Local F-89



President

Avery Carter

Secretary/Treasurer

Devin Gonzalez

My Brothers and Sisters

Subject: This is an explanation of our response to Managements Leave and Kelly Day F.O.G.

1. Why do we have to negotiate proposals that management provides to us?

Answer: Under title 5 United States code, we are legally obligated to respond to every written proposal management provides us. If, we do not respond to management they can file an Unfair Labor charge for not bargaining in good faith.

2. Why did management give us this proposal in the first place?

Answer: Management is trying to get this F.O.G in place before we go to court and the FLRA Judge makes a ruling. Therefore, Management Illegally Implemented their Non- contract (Manifesto) on Jan 15th, 2021, so they did not have negotiate with Local F-089.

3. We Understand that most of the membership would like one process to pick Kelly Days and Annual Leave. This why we have proposed one Seniority list to establish one master list that would be used for the following: Annual Leave, Kelly Days, Training request, and Overtime. We also understand that no one solution to how we establish this New JBSA seniority list will make 100% of the membership happy!
4. Management has been putting out the Rumors and Lies on this F.O.G saying that you must comply with this F.O.G. So, you can go to some form of 48/48 schedule this coming 2022 Kelly day and Annual leave cycle. Please Understand that the Labor Relations Officer canceled our A.W.S meeting on Oct 12th, 2021 and has Not requested to negotiate any AWS with Local F-089 since!
5. When trying to establish a New JBSA Seniority list, we looked at our Prior Legacy Contracts (Ft. Sam, Lackland, Randolph) and OPM .GOV for references to what seniority, SCD, and Time in grade/Rank date was originally in all three Legacy contracts. In, Ft. Sam Houston's Contract

6. Article 10-3. Establishment of leave schedules:

e. "Weeks" as used in this provision for scheduling leave during the first year of this agreement will be defined as any 13 three consecutive shifts for 24-hour personnel. The definition of "Weeks" for succeeding years leave scheduling will be negotiated between the parties at the conclusion of the first year of this agreement. Seniority, for the purpose of scheduling annual leave, is the most recent total continuous service with the Fort Sam Houston Fire Protection Division to include the satellite stations. In case of tie, the service computation date used for reduction-in-force will be used ..

In, Lacklands Legacy contract:

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

In, Randolph's Legacy contract Article 10-C: Annual Leave and Leave without pay: Section C. If it cannot be scheduled at the time requested by the employee, the supervisor will consult with the employee and try to reschedule the leave at an alternate time agreeable to the employee. if, In the January Survey. more fire fighters in a particular 'grade level "want to schedule leave on a official holiday than can be allowed to take leave that day, those who did not take leave on that holiday the previous year will be given first choice for leave on that holiday on the new schedule e for the 'year. If there are still more contenders for leave on a particular holiday than the allowed off, the employees with the Seniority, as determined by the leave Service Computation Date, will be given preference for the leave requested.

7. OPM.Gov States in Chapter 6. Creditable Service for Leave:

1-2. Service Computation Date A Service Computation Date (SCD) is a date, either actual or constructed, that is used to determine benefits and is generally based on how long the person has been in the Federal Service. The SCD-Leave is used to determine the rate at which an employee accrues annual leave - 4, 6, or 8 hours per pay period - depending on the amount of service creditable for leave accrual purposes; however, it is not used to determine the accrual rate for employees occupying positions which are subject to sections 5376 or 5383 of title 5, United States Code, or a pay system equivalent to either of the sections referenced as determined by OPM. Such employees accrue 8 hours of annual leave per pay period pursuant to section 6303(f), title 5, United States Code. (See <http://www.opm.gov/oca/leave/html/sesannu al.asp>). Agencies must establish an SCD Leave for each employee at appointment, whether or not the employee is eligible to earn leave. To establish the SCD, the agency must identify the employee's prior Federal service, verify such service, determine how much, if any, of the service is creditable for leave accrual purposes, and then compute the SCD.

1-3. Identifying Prior Federal Service. a. Application. Review the employee's application or resume to identify any prior Federal service. Federal service includes civilian and military service.

1-4. Creditable Service. Section 6303 of title 5, United States Code, sets the rules for crediting service for annual leave accrual. The law states: "In determining years of service, an employee is entitled to credit for all service of a type that would be creditable under section 8332, regardless of whether or not the employee is covered by subchapter III of chapter 83, and for all service

which is creditable by virtue of subsection (e). Creditable service falls into three general categories: • service as a civilian employee, that is, service under a Federal appointment performing Federal functions under Federal supervision; • active duty in the uniformed services; and • other service made creditable by specific legislation.

8. Our proposal for one master Seniority list is in two parts:
 - a. Initially use the SCD found on Standard Form SF-50 “Block 31” to create the New JBSA seniority list.
 - b. After the initial New JBSA seniority list is set, all new hires will go to the bottom of this list based on JBSA Time. That means regardless of new hires Rank or SCD, they will NOT be able to bump your position on the New JBSA seniority list. You will only move up the list when someone leaves the position above you.

In summary,

This were no easy choices, no matter what proposals we put forth someone was going to disagree with them. We tried to be as fair and equitable to all of our membership by listening to everyone’s input that gave it, and by following the references stated in this explanation. We are only responding to a submitted request made by JBSA Fire to negotiate their Leave and Kelly Day F.O.G. We cannot refuse to negotiate or this F.O.G will go through, like they forced their illegal (Manifesto) on Jan 15th 2021. Please remember this is negotiations and not the finished F.O.G, we will continue work on your behave and keep you updated. If Management is has directly said to you, that you must agree to picking leave under this proposed Kelly Day & Leave F.O.G before we finish negotiations. That would be a lie so please email me immediately. If you have directly heard any member of management including the JBSA Fire Chief say we are going to any form of an Alternative Work Schedule, and they are in talks with the Union that is also a lie so please email me immediately. We have proof that we had a meeting to discuss (A.W.S) with Lt. Colonel Berrios on October 12th 2021, and management canceled the meeting while stating they cannot discuss anything that was in the contract while the F-089 ULP on their Manifesto was still active. I hope this letter answered most of your questions to how we made these proposals, Avery.