

SUBJECT: Annual Kelly Day and Annual Leave Procedures

1. This procedure provides supervisors guidelines to assign current work schedule days off, referred to as “Kelly Days” and the Annual Leave projections. The intent of these procedures is to provide a ***[F-89]F-89 fair and equitable Seniority list to assign Kelly Days, Annual Request, Training Request, and Overtime. To allow for annual projected leave to ensure time off is allowed to make appropriate plans, project use or lose leave balances throughout all JBSA Operating Locations (OLs)/Fire Stations.**

2. SELECTION ORDER

~~(a). “According to date of appointment to JBSA” Includes: the date new hires were in processed to one of the OL’s in JBSA (Randolph, Fort Sam Houston, or Lackland) after JBSA inception 1 Oct 2010.~~

***[F-89]Original Seniority JBSA Fire Department list shall be by, Using Service Comp Date (SCD), based upon employee(s) total federal civil service and credible military service date (as shown in employee(s) SF-50 Box 31. Also, if a SCD date tie? Include and apply the “Prior Legacy Base (Ft. Sam Houston, Lackland, Randolph) hire date whichever one is the most senior date, if applicable”.**

(b) Prior “Legacy” base employee(s) already assigned to Randolph, Fort Sam Houston, or Lackland will have their original hire date to the “Legacy” base pre-JBSA 1 Oct 2010, “grandfathered” into date appointment to JBSA.

*NOTE: employees who transferred from BRAC closure bases Kelly Field and Brooks AFB will use the date assigned to Lackland.

(c) Prior JBSA employee, who leave and then return to JBSA, is based on the “new” hire date.

(e) *[F-89] After the New JBSA seniority list is completed, all new civilian 0081 hires regardless of rank or grade shall be placed at the bottom of this JBSA Internal seniority list.

3. KELLY DAYS are managed by each OL/Shift Assistant Chief of Operations. The Assistant Chief reserves the right to adjust Kelly Days

Assignment of Kelly Days: *[F-89]

- 1. The Employer and Union will determine the number and job classifications required at each fire station.**
- 2. The Employer and Union will determine the minimum number of employee's and specific job classifications required at each fire station.**
- 3. JBSA and the Union will then determine the number of Kelly Days that are available at each Station based on current regulations/standards.**
- 4. When a Kelly Day becomes vacant, any eligible employee may submit a request, in writing, for that position. If more than one employee submits a request, then the employee with the greater seniority in accordance with the Article on Annual Leave will be assigned to that day. *[F-89]**

~~(2) Supervisor Kelly Days will count against the total allowed off per day unless annotated with an exception by management.~~

***[F-89] Supervisors Kelly days shall not count against Bargaining unit members Kelly Days or annual Leave selections.**

~~(1) When more than 7 Lead Firefighters (LFF) are assigned to a single shift, they may not have the same Kelly Day as another LFF when a station chief position is assigned on the same Kelly Day. See above, Supervisors Kelly days. *[F-89]~~

(2) Each OL, based on its assigned staffing, shall only permit a max number of personnel off on any given day *see below table 3a MAX KELLY DAY

***[F-89] JBSA Randolph has active duty assigned and equally share Kelly days between military and civilian employees. However, based on compelling need the OL Deputy approves otherwise additional F-089 Bargaining Unit personnel that have requested to be considered for additional staffing on any given day.**

***[F-89] mission. requirements. 2 JBSA FSH has 29 authorized per OPS, the Assistant Chief “only” will be the 5th person assigned by Deputy to a specific day of the week. Please refer to last above comments on this issue.**

(3) *[F-89] After approved negotiations with the Union(Local F-089 President) the OL Deputy Chief is the only authorized to adjust or change the max allowed personnel off to accommodate; mission changes to staffing, OL to OL coverage, employee reassignments or other factors. Adjustments may only be temporary until the next calendar year, then even distribution will be attempted, or limit adjusted as needed

(4) *[F-89] The Assistant Chiefs of Operations should, shall post assigned OL/Shift “Kelly Day’s “by the 3rd Friday in November each year.

4. FIRE STATION ASSIGNMENTS are not required for Kelly day selection or annual leave projections. The Assistant Chiefs will determine employee(s) fire station assignments and conduct those rotations. *[F-89] Please refer to above Assignments of Kelly days.

5. *[F-89] USE OR LOSE LEAVE BALANCES: It is the responsibility of each employee to know the amount of use or lose leave they will accumulate

annually and must project this leave at a minimum within the ~~three~~ selection rounds

5. **ANNUAL LEAVE GUIDELINES:** The goal is to have a systematic selection order for each OL/Shift to allow for annual leave projections. ~~Each Assistant Chief of Operations will manage the selection process and address any issues related to leave selection with the OL Deputy Chief.~~ *[F-89] The Employer and Union (local F-089 President) will manage the Leave and Kelly Day process. However, according to United States Code Title 5, if there are any changes that impact F-089 bargaining Unit employees? Management Shall first notify Local F-089 (Union President) for the opportunity for negotiations.

a. *[F-89] Assistant Chiefs may begin leave projection process the following Monday after Kelly Day assignments are released and ~~should~~ Shall have the final leave projection to the OL Deputy Chief NLT 3rd Friday in December each year. Annual leave projection covers the first full pay period in January through last pay period ending in following January.

b. Assistant Chiefs may utilize their assigned shift Station Chief(s) to assist the selection process during shift or in their absence due to illness or leave. *[F-89] Non-supervisory firefighter assigned employee(s) ~~will~~ Shall not conduct the selection process.

C. Assistant Chiefs may use a variety of selection process methods to project annual leave. *[F-89] However, as long as the selection processes have been negotiated with F-089 (Union President) within ~~grade~~ the selection order. ~~is utilized in Section 2, i.e. an optional process, but not all inclusive:~~

1. Employees list their dates and turn in to Assistant Chief on paper
2. By individual employee pick open/available dates (one-on-one)
3. By A/C setting a date, group rotational picks on a master calendar

d. No matter the process selected in section 6c, ~~*[F-89]~~ *all F-089 Bargaining Unit employees absent from work may need to be fairly and equitably notified to select their Annual Leave dates and or Kelly Day selections.*

1. Supervisors shall provide the Deputy Chief their annual leave projections for approval separate from, ~~*[F-89]~~ *F-089 Bargaining Unit Operations Personnel.*
2. Supervisor leave ~~will~~ ~~*[F-89]~~ *Shall not take away from operations employees leave max quota.*
3. Operations personnel ~~*[F-89]~~ *will not be allowed to use the Supervisor leave if not utilized, if properly requested and approved O/L Deputy.*

e. Max Operations Assigned OL/Shift Leave allowed (for annual Leave Projection):

OL % calculation -10% max CIV OPS Mil OPS

LACKLAND 32 /10% = 3 3 0

FORT SAM HOUSTON 29/10% = 3 3 0

RANDOLPH 22/10% = 2 1 1

~~*RND~~ ~~*[F-89]~~ *After notifying F-089 (Union President) of a compelling need, and given the Union the appropriate time for negotiations. Any OL Deputy Chief may only approve need for 3rd an additional leave selection after supervisors projected based on the staffing levels.*

~~TDY/deployments, or other mission needs due to shift coverage of Seguin and ECC positions.~~

Annual Leave Procedures ~~*[F-89]~~

1. *This procedure provides procedures to determine work schedule days off, for vacation Annual Leave projections. The intent of these procedures is to provide a fair process to ensure time off is allowed to make appropriate plans, and project use or lose leave balances throughout all JBSA Operating Locations (OLs)/Fire Stations. This procedure applies to all fire*

suppression personnel working a regularly scheduled 144-hour tour of duty within a 2 week pay period.

2. Employees shall accrue Annual Leave in accordance with 5 USC 6303. The Employer agrees to schedule and to approve requested annual leave in such a manner throughout the leave year so that no employee will forfeit leave. Requests for annual leave for emergency reasons will be considered on an individual basis. Annual leave will be granted in one-half (1/2) hour increments.

(1) Employees will pick Annual Leave in their permanent position, regardless of details unless they are temporarily promoted for (1) year with an SF-50 enacted, and they will be in that position for the full calendar year covered. Annual Leave will be selected in two rounds, the first round will be three shifts or more. The second round will be unlimited picks to the exhaustion of the employees accrued annual leave.

(2) The Employer may approve a change in selection, providing that the change does not impact on any other scheduled leave.

(3) If an employee requests to cancel their vacation annual leave, the request will be made as soon as possible in order to give another employee the opportunity to request leave for that period.

(4) Leave requests for Unit Employees shall be submitted through the appropriate supervisors. At the time the leave is requested, the Standard Form 71 shall be initialed, dated, and the time marked on the slip by the receiving supervisor, and a copy will be given to the employee, upon request. */F-89]

(a) Incidental Annual Leave: */F-89]

(1) (a) Normally requests for annual leave (Incidental Annual Leave) for other than vacation leave periods covered under Section shall be scheduled on a first come first served basis... If two or more requests are received simultaneously, the employee having the greatest length of service time as

indicated in Section (6) (a) shall receive preference. It is agreed that annual leave shall normally not be scheduled until vacation leave as provided in this section has been scheduled and posted. After vacations are scheduled, leave requests shall be acted on in a timely manner, no later than 2 tours of duty after submission. Standard Form 71, application for leave will be utilized to document such leave. All employees who have projected use/lose, will submit requests for such leave using the procedures in "Vacation Requests", with slips marked use/lose. This leave will be given priority consideration.

b. Any leave slip (Standard Form 71) submitted after 01 September will be approved in the following manner:

c. Slips indicating Use/Lose. If two or more requests are received simultaneously, the employee having the greatest length of service time as indicated in Section 6 shall receive preference.

(2) Except for an unusual circumstance(s), approved annual leave will not be canceled by the Employer. If, however, the Employer has a compelling need to cancel approved incidental annual leave, the employee will be informed in writing of the cancellation and will receive this notification no later than forty-eight (48) hours prior to the beginning of the leave. *[F-89]

8. HOLIDAY LEAVE REQUEST: All holidays are open for selection during ~~the three~~ *[F-89] All rounds.

of leave until max occupancy is fulfilled per OL/Shift.

a. The below "major" holidays (listed below) ~~should~~ *[F-89] Shall only be allowed to be scheduled by the same individual once every two years to allow fair and equitable selection among F-089 Bargaining employees and Active-Duty Military.

Example: *[F-89]

Selects Christmas Day 2021, eligible again in 2023 (pick one/skip one).

b. Major Holidays tracked:

1. New Year's Eve/Day (Dec 31/Jan 1)
2. Thanksgiving Day (fourth Thursday of Nov)
3. Christmas Eve/Day (Dec 24/25)

c***[F-89]**]. **Leave request blocks** cannot cover two holidays (Christmas and New Year's) by the same individual. ~~Block~~***[F-89]** **leave request** for Christmas should end by 28 December and ~~Block~~ Leave request for New Year's may begin 29 Dec. *Assistant Chief may consider request dates based on the projected staffing.

d. Holiday leave requests are limited to the maximum OL permitted leave. ***[F-89]** **Unless official requested by F-089 Bargaining Unit member.** ~~No other holiday leave projection planning (such as, Lotteries or blackout dates) may be projected.~~

e. The Fire Chief ***[F-89]** **and Union** may evaluate each OL's mission prior to Christmas/New year's holidays only and conduct risk assessment and staffing levels to determine additional leave on an annual basis. If additional leave is approved, the Assistant Chiefs ~~may draw names or a similar concept to randomly select name, for candidate to select the leave first.~~ ***[F-89]** **Will use the New Internal JBSA Fire department Seniority list; more so will follow the above holiday guidelines and will count towards the individuals for ~~three~~ two years.**

f. All other holiday leave dates ~~may~~***[F-89]** **-Shall be requested and based on the employee with most seniority (~~within grade~~, according to the New JBSA internal Seniority List, New hires will use their date of appointment to JBSA at the time of the Leave request. ***[F-89]**]**

9. ECC Dispatchers project leave annually for use or lose balances should be projected by 3rd Friday December annually and requires OL Deputy Approval to validate. ***[F-89]** **However, the ECC Dispatchers Leave and Kelly Days selections, Shall not count against Bargaining unit members Kelly Days or annual Leave selections. ***[F-89]**]**

~~e. RND Specific— Annual/block leave should be covered by the operational shift that the military member is assigned to; Spot leave (1-3 days) should be covered using ECC resources to max extent available prior to requesting coverage from the operational shift.~~

Please refer to last above comments on this issue. *[F-89]

Trading of Kelly Days: *[F-89]

The trading of Kelly Days means that one or two employees mutually agree to exchange their Kelly Days within a pay period.

- 1. On the Shift Trade form, it will indicate the 2 employees who wish to enact the trade, the specific shifts that they will trade, and it will be signed and dated by both employees.*
- 2. The Shift Trade form will be submitted to the fire station supervisor who normally approves leave for that station.*
- 3. An employee may Trade their Kelly Day for another open Kelly Day within that pay period.*
- 4. The requesting employee will fill out a Shift Trade form with the specific information and submit it to the fire station supervisor who normally approves leave for that station.*
- 5. The employees will be notified of the approval/disapproval of the request for exchange in the following manner:*
 - a. Normally not later than the end of the tour of duty, in which the slip was submitted, or,*
 - b. No later than the end of the next shift. *[F-89]*

Trading of Time: *[F-89]

Employees may exchange duty time of durations between one (1) hour and twenty-four (24) hours, (Trading of time) with either an employee on their shift, or the opposite shift.

- 1. The time exchanged shall be the same that traditional work time is exchanged for traditional work time and stand by time for stand by time.*
- 2. Employees requesting to exchange time will submit a Shift Trade form to their supervisor normally within two (2) calendar days prior to the exchange. This time limit can be reduced to thirty (30) minutes prior to the start of the work shift due to unforeseen circumstances by the employee(s) affected.*
- 3. The employees will be notified of the approval/disapproval of the request for exchange in the following manner:*

a. Normally not later than the end of the tour of duty, in which the slip was submitted, or,

*b. No later than the end of the next shift. *[F-89]*

Early/Late Relief: *[F-89]

Employees assigned to opposite shifts may exchange duty time of durations less than one hour (59 minutes or less) during the first and/or last hour of the work shift, (early/late relief).

1. Early Relief: The employee being relieved (early relief) will notify their supervisor that they are being relieved and inform them who is the relieving employee. The relieving employee will be placed in a duty status and assume any duties of the employee being relieved until the end of the shift.

*2. Late Relief: In the event that an employee desires late relief, they will contact a supervisor with the name of the employee who they will be staying for. The provisions of early relief will then apply. *[F-89]*

3. Overtime: *[F-89]

(a) Any relief will be strictly between the employees on a voluntary basis, and the Employer will not be responsible for monitoring the payback of such trades. No employee will be paid overtime if they work more than their normal schedule as a result of this Provision.

(b) In the event that an overtime situation is known to the Employer prior to 0700, no reliefs will take effect until the overtime situation has been decided either through voluntary or forced assignment.

*(3) In the event that an overtime situation is known to the Employer after 0700, all impending reliefs will be placed on hold until the overtime situation has been decided either through voluntary or forced assignment. *[F-89]*