



UNITED STATES  
FEDERAL SERVICE IMPASSES PANEL  
WASHINGTON, DC 20424-0001

December 17, 2024

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RE: Adjutant General of Oklahoma  
Will Rogers ANGB  
and  
IAFF Local F-315  
**Case No. 24 FSIP 071**

Dear Representatives:

Please find enclosed the attached Decision and Order resolving the above-captioned dispute.

By direction of the Panel.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Martin H. Malin".

Martin H. Malin  
FSIP Chairman



United States of America

BEFORE THE FEDERAL SERVICE IMPASSES PANEL

In the Matter of

ADJUTANT GENERAL OF OKLAHOMA  
WILL ROGERS AIR NATIONAL GUARD BASE  
OKLAHOMA CITY, OK

And

INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS, LOCAL F-315

Case No. 24 FSIP 071

**DECISION AND ORDER**

**BACKGROUND**

This dispute arises before the Federal Service Impasses Panel (FSIP or Panel) pursuant to §7119 of the Federal Service Labor-Management Relations Statute (the Statute). This case was filed by the International Association of Firefighters, Local F-315 (Union), and concerns negotiations over a duration clause in an initial collective bargaining agreement (CBA) between it and the Adjutant General of Oklahoma, Will Rogers Air National Guard Base, Oklahoma City, OK (Agency or Management). The Agency is a component of the Oklahoma National Guard and provides operational support to the United States Air Force. The Union represents seven firefighters covered by Title 5 of the United States Code. They were converted from Title 32 and recognized as a bargaining unit under the Statute several years ago. The parties do not have a collective bargaining agreement (CBA), as this dispute revolves around completing negotiations over it.

**PROCEDURAL AND BARGAINING HISTORY**

The parties began negotiations over their initial CBA in 2024. They had their first bargaining session from March 10-15 and then a second session from May 12-17. The parties reached an agreement on everything except for their CBA duration article. They then sought the assistance of Federal Mediation and Conciliation Services for one mediation session on July 19. The parties still could not reach an agreement despite each side offering different proposals. So, the mediator released the parties, and the Union subsequently sought the assistance of the Panel.



After the investigation, the Panel voted to assert jurisdiction and order a resolution through a written submissions procedure. Initial arguments were due November 14, 2024, and rebuttal statements were due Monday, December 2, 2024. The record is closed after receiving the parties' submissions, and this matter is now ready for resolution.

## **ISSUE**

The parties have reached an agreement on the entirety of their initial CBA save for one article. The only remaining dispute is the topic of CBA duration. **The Union** proposes either (1) a duration of 4 years with a 2-year limited reopener clause (of 4 articles) or (2) a 3-year term with no reopener. **The Agency** proposes a term of 2 years with a 1-year reopener clause as part of the following language:

This AGREEMENT, as executed by the PARTIES, shall remain in full force and effect for a period of two (2) years with a one (1) year reopener from the date of its approval by the Defense Civilian Personnel Advisory Service (DCPAS). Thereafter, it will remain in effect for successive periods of one (1) year unless either PARTY notifies the other in writing at least ninety (90) days prior to the next anniversary date of the intention to renegotiate a new agreement. When either PARTY requests to renegotiate the agreement, the provisions of this AGREEMENT shall be honored until a new agreement becomes effective, except for those provisions that are contrary to any law or government-wide regulation.<sup>1</sup>

## **POSITION OF THE PARTIES**

### **I. Union Position**

In its initial submission, the Union first argues that a "long-term" contract of 3 to 4 years would promote workplace stability. Second, the Union contends that a longer contract will reduce the costs of renegotiating a new agreement so soon after its execution. Third, the Union's proposed language will increase workplace morale because it will reduce employee uncertainty about potential changed contracts. Additionally, employees will know issues could be addressed through reopener language. Fourth, requiring negotiations after 1 year would create workplace disruptions due to personnel having to step away from their duties to bargain a contract soon after its execution. Fifth and final, the Union maintains that a longer duration period will increase trust between bargaining partners, i.e., the parties.

In response to claims raised by the Agency, the Union acknowledges that its initial draft CBA proposal contained a duration clause of 1 year. However, the

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<sup>1</sup> Agency Initial Argument at 1-2.



Union notes that this was simply template language that is used by IAFF affiliates nationwide and that affiliates routinely adjust template language to meet their individual needs. In regards to the Agency's concern that contract procedures could bind new Agency leadership, the Union notes that such procedures are binding regardless of what leadership is in place. Finally, it is of no concern that the Union waited until the end of negotiations to raise the topic of duration as there was no pressing need to address this issue initially.

## II. Agency Position

The Agency argues that it detrimentally relied upon Union conduct during negotiations to conclude that the Union would accept a 1-year duration clause. To that end, the Agency notes that the initial draft CBA the Union submitted to the Agency at the onset of negotiations had a 1-year duration clause.<sup>2</sup> Over the next several months, the parties exchanged CBA proposals that left the foregoing unchanged.<sup>3</sup> It was not until the end of the second period of in-person negotiations that the Union first expressed disagreement with the idea of a 1 year duration period. The Agency contends it was surprised by this development. Significantly, the Agency maintains it made a number of concessions during prior negotiation sessions that were premised on the idea that the parties could reexplore those issues 1 year after the CBA's execution.

The Agency has a particularized need for a 1-year duration because of its situation with the state of Oklahoma. To that end, the governor of Oklahoma regularly appoints a new Adjutant General (AG) to oversee the Agency once the governor takes office.<sup>4</sup> A new governor will assume office in January 2027, so the Agency is reluctant to bind an incoming AG to a lengthier contract without their input.

In its rebuttal position, the Agency responds to each of the five arguments the Union offered in its initial argument discussed above. First, the Agency maintains that the Union's claim of stability through longer duration is "hypothetical;"<sup>5</sup> indeed, it is possible an extended period could create hardships. Second, any cost savings would be a "sunk cost" because employees serving as bargaining unit representatives during future contract negotiations would already be paid for their normal duties to begin with. Third, the Agency does not believe a longer contract duration would increase morale. The Agency already strives to improve morale. Fourth, the Agency disagrees that its proposed shorter duration would lead to workplace disruptions: the Agency is unaware of such disruptions during the parties' prior negotiations over their CBA, and there is no reason to believe they

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<sup>2</sup> *Id.* at 2.

<sup>3</sup> *See id.*

<sup>4</sup> *See id.* at 3.

<sup>5</sup> Agency Rebuttal at 1.



would arise now. Fifth and final, the Agency disagrees with the contention that a longer duration would create better labor relations. On the contrary, the Agency believes that if negative issues arose from a contract during an extended contract period, the *opposite* could actually occur.

## CONCLUSION

The Panel will impose the Union's proposed 3-year term with no reopener clause in order to resolve this dispute. In the Panel's view, this position appropriately balances the professed interests of the parties. In this regard, the Union has identified a number of sensible interests that warrant acceptance. The Union's proposal imposes a term for several years that allows the parties an opportunity to gauge the success and the failures of the contract without the specter of an imminent reopening haunting the parties' relationship. That is, the parties can focus on the interplay between the contract and their working conditions/relationships without an eye toward an immediate reopening. Relatedly, the parties can focus on their other duties instead of preparing for imminent negotiations as envisioned by the Agency's proposal.

The Agency's proposal is based, in part, out of a concern of binding an incoming AG in 2027. Yet, assuming the CBA is executed in 2025, the parties would have free reign to negotiate any aspect of it in 2026 because the Agency's language contains no limitation on the number of articles that may be reopened after 1 year. And, even setting aside this issue, the Panel believes that the Union's proposed three-year term would actually benefit the AG. Such a term would end around 2028, which would give the Agency, Union, and the new AG around one year to review real-world data, rather than hypotheticals, as to what does and does not work within the confines of their bargaining relationship. The Agency's approach, by contrast, contains an implied assumption that the contract may have to be completely reworked upon the new AG's arrival. The Panel cannot agree with this assumption in the absence of supporting empirical data.

The Agency also claims it detrimentally relied upon assertions made by the Union that it was willing to initially accept a 1-year term. As an initial matter, the Union disagrees with this position. But, in any event, the Panel is without authority to review what appears to be implicit claims that one party may have acted in bad faith in the course of their negotiations. And, certainly, the Panel is without authority to impose proposals that serve as remedies for perceived improper negotiations.

Based on the above, the Panel believes the Union's position is better suited to resolve this dispute. Accordingly, the following language will be imposed:

This agreement, as executed, shall remain in full force and effect for a period of three (3) years upon execution.

**ORDER**

Pursuant to the authority vested in the Panel under 5 U.S.C. §7119, the Panel hereby orders, as stated above, to resolve the impasse.

A handwritten signature in black ink, appearing to read "Martin H. Malin", written in a cursive style.

Martin H. Malin  
FSIP Chairman

December 17, 2024