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## **PREAMBLE**

Pursuant to policy set forth in Federal Service Labor-Management Relations Statute, 5 USC Chapter 71, and all future amendments, the following articles constitute an agreement by and between the Rock Island Arsenal, Rock Island, Illinois, hereinafter referred to as the Employer, and Local F-292 of the International Association of Fire Fighters, hereinafter referred to as the Union. This agreement is entered into pursuant to exclusive recognition granted under 5 U.S. Code Chapter 71 on December 23, 1998 in Case No. CH-RP-90002.

It is agreed and understood by the Union and the Employer that in the administration of all matters covered by this agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities; including published agency policies and regulations in existence at the time this agreement was approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level.

Wherever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender.

It is also agreed and understood that this agreement will have the full force and effect of regulations in the Fire and Emergency Services Division, Directorate of Emergency Services, Rock Island Arsenal.

## **ARTICLE 1**

### **RECOGNITION AND COVERAGE OF AGREEMENT**

Section 1. The Employer recognizes the International Association of Fire Fighters, Local F-292, hereinafter referred to as the Union, as the exclusive bargaining representative for a bargaining unit of all non-supervisory, general schedule, firefighting and fire inspection employees in the Fire Prevention and Protection Division, Directorate of Emergency Services, Rock Island Arsenal.

Section 2. Specifically excluded from the bargaining unit are all professional employees; management officials; supervisors; and employees described in 5 USC 7112 (b)(2)(3)(4)(6) and (7).

## ARTICLE 2

### MID-CONTRACT NEGOTIATIONS/CONSULTATIONS

Section 1. In exercising the right to issue rules and regulations related to personnel policies, procedures and practices, and matters involving working conditions, the Employer shall give due regard to and abide by the obligations imposed by this agreement and Federal Service Labor- Management Relations Statute, 5 US Code, Chapter 71, to meet, confer and negotiate with the Union. As used in this agreement, the term "meet and confer" shall be considered synonymous with "negotiate". Also for purposes of this agreement, negotiation is defined as bilateral exploration and exchange of views in a good faith effort to reach agreement, and reducing to writing any mutual agreement reached. The term "consult" and/or "consultant" shall be defined as any dialogue, either written or oral, between the parties and unlike negotiations does not require a mutually acceptable compromise or agreement between the parties. When consultation occurs, the Employer agrees to give bonafide consideration to the views that were presented by the Union when finalizing its position.

Section 2. During the term of this agreement, the Employer will provide the Union with adequate advance notice and an opportunity to negotiate, prior to changing established personnel policies and practices and matters affecting the working conditions of unit employees. The parties will utilize the following procedure:

- a. The Employer will provide the Union president with a written copy of the proposal (new or change to policy or regulation).
- b. The Union will review the proposal within 14 calendar days and respond in one of the following ways:
  - (1) If the proposal is acceptable to the Union, the Union will respond in writing.
  - (2) If there are no questions on the proposal and the proposal is not acceptable, the Union will request in writing that the parties meet to negotiate the proposal.
  - (3) If there is a question, the Union will make a written request to the Civilian Personnel Advisory Center (CPAC) to meet with the proposal's proponent. The Union will indicate the general area(s) requiring clarification or discussion. The CPAC will arrange a meeting and normally the parties will meet within one week to discuss the issue(s). If after discussion;
    - (a) The proposal is acceptable, the Union will certify acceptance to the Employer.
    - (b) The proposal is unacceptable; the Union will request that the parties meet to negotiate the proposal. The request will be submitted to the CPAC within one week after discussion.

- (4) Non-response by the Union within prescribed time frames will be interpreted as tacit acceptance, and the Employer may implement the proposal without further recourse.

Section 3. The written procedure described in Section 2 above does not preclude the Employer from notifying the Union of proposed changes orally through the CPAC for matters having impact beyond the bargaining unit.

Section 4. If, following good faith negotiations, either party determines that a dispute has developed, that party shall notify the other party in writing. Either party shall have fifteen (15) calendar days upon receipt of such notification, to request the services of the Federal Mediation and Conciliation Service (FMCS). If agreement is not reached through FMCS, either party shall have fifteen (15) calendar days to request the assistance of the Federal Services Impasses Panel (FSIP). If the Union does not request the services of either the FMCS or the FSIP within the timeframe stated above, the Employer may unilaterally implement the proposed change.

Section 5. The Employer agrees to permit the Union to review and comment on proposed job standards, which relate to positions in the unit on which comments are requested by higher echelon, and to advise the Union concerning any change in job standards, which affect the classification of a position(s) in the unit.

Section 6. Barring unusual or otherwise uncontrollable circumstances, consultations between the Union and the Employer will be conducted during regular working hours. Agenda of topics for discussion will be presented by the Union at the time of any Union request for consultation.

## ARTICLE 3

### RIGHTS OF THE EMPLOYER

Section 1. Pursuant to 5, U.S.C. 7106, the Employer retains the right to determine the mission, budget, organization, number of employees, and internal security practices of the agency. In accordance with appropriate laws and regulations:

- 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:
  - (1) Among properly ranked and certified candidates for promotion, or
  - (2) Any other appropriate source.
- d. To take whatever actions may be necessary to carry out the agency mission during emergencies.

Section 2. Nothing in this Agreement shall preclude the Employer and the Union from negotiating in accordance with appropriate laws and regulations:

- 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 with 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 under this agreement by the Employer.

Section 3. It is recognized that the Fire Chief accomplishes certain missions and functions of the Fire Department by the delegation of work assignments to his subordinates.

## **ARTICLE 4**

### **RIGHTS OF UNION**

The Union has been accorded exclusive recognition and is the exclusive representative of employees in the unit and is entitled to act for and to negotiate agreements covering all employees in the unit. The Union is responsible for representing the interests of employees in the unit without discrimination and without regard to labor organization membership. The Union shall be given the opportunity to be represented at formal discussions between Employer and employees or employee representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the unit.

## ARTICLE 5

### RIGHTS OF EMPLOYEES

Section 1. Each employee shall have the right to form, join, or assist any labor organizations, 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 by Federal Service Labor-Management Relations Statute, 5 US Code Chapter 71, such right includes the right:

- a. To act for the Union in the capacity of a representative and the right, in that capacity, to present the views of the Union to the Employer and other officials of the executive branch of the Government, or other appropriate authorities.
- b. To engage in collective bargaining with respect to conditions of employment through representatives.

Section 2. The Employer shall take such actions consistent with 5 US Code Chapter 71, as may be required in order to assure employees are apprised of the previously stated rights.

Section 3. Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

Section 4. Employees shall have the right, freely and without fear of penalty or reprisal, to discuss with their supervisor any matters affecting their duties, working conditions, employment status, or matters of personal concern related to their employment.

Section 5. The rights of the Union under the provisions of this Agreement shall not preclude an employee from being represented by an attorney or other representative, other than the Union, of the employee's own choosing in any grievance or appeal action, except those filed under the negotiated grievance procedure.

Section 6. The employee has the right to be represented by the Union during any examination by a representative of the Employer in connection with an investigation if:

- a. The employee reasonably believes that the examination may result in disciplinary action against the employee, and
- b. The employee requests representation.

Section 7. Upon request, employees will be allowed to review the contents of their Electronic Official Personnel Folders (eOPF). Copies of documents will be provided in accordance with established policies and procedures.

## ARTICLE 6

### UNION REPRESENTATION

#### Section 1.

- a. The conduct of representational business as set forth in the Agreement shall normally be conducted during duty hours; however, all employees must recognize that their primary responsibility is to their Government position and shall conduct representational business with dispatch. A Union representative must obtain the permission of their supervisor prior to engaging in representational business; such permission shall be granted provided:
  - (1) The Union official shall fill out an appropriate request form.
  - (2) The Union official shall provide specific information of the subject of the meeting, the date, the employee(s) involved, the approximate time needed and where he/she can be located. If additional time is needed, the representative must inform his immediate supervisor prior to the expiration of the time originally requested. The Employer's designated account for Union representation will be used to record the actual start time and completion time used by the representative.
  - (3) When the needs of the work situation dictate, the supervisor may defer approval of official time for representational business until the representative can be released.
- b. For the purpose of this Agreement, reasonable amounts of official time shall be defined in the following manner:
  - (1) Use of official time for representational business shall not exceed four (4) hours per week for the president, vice president, and secretary; exclusive of management-called meetings. Time in excess of four (4) hours must be requested from supervisor.
  - (2) Such representational time shall not be cumulative from week to week.
  - (3) All time spent on representational business shall be recorded utilizing the current timekeeping guidelines. Union representatives that do not personally enter time into the system will inform the appropriate timekeeper by way of email.

Section 2. In the interests of efficient conduct of Government business and the economical use of Government time, representational time shall be defined as that time, otherwise encompassed during normal duty hours, utilized for the following activities:

- a. Meetings called by management.

- b. Discussions with management officials concerning grievances, personnel policies, practices, and working conditions.
- c. Representing employees in authorized meetings, grievance meetings, discrimination complaints, and/or arbitration hearings.
- d. Representing employees in adverse action hearings.
- e. Meetings requested by the Union to discuss representational matters covered in this Agreement.

Section 3. Activities specifically excluded from use of representational time during actual work time include:

- a. Election of officers and/or stewards, inclusive of all related activities, e.g., campaigning, distribution of campaign literature, preparation of voting materials, casting of ballots, etc.
- b. Meetings of Union officials and/or stewards, not directly involved in the representation of an employee or group of employees.
- c. Preparation and distribution of any internal news bulletin or newspaper.
- d. Preparation and distribution of any literature soliciting membership.
- e. Soliciting signatures on dues withholding authorization forms.
- f. Attendance at Union-sponsored local, state, or national conventions or similar events, e.g., workshops oriented toward the improvement of skills, techniques, or strategy.
- g. All organizing activities.
- h. Solicitation of grievances, employee opinions, or petitions.
- i. Performance of administrative functions related to benefits offered by the Union.
- j. Interviewing potential Union officers, stewards, or employees.

Section 4. The Employer agrees to recognize the elected officers and duly designated stewards of the Union, provided the selection of officers is made from the members of the bargaining unit. The Union shall keep the Civilian Personnel Advisory Center advised in writing of the names of its officers and stewards. A Union representative shall be designated for all shifts.

Section 5. The Employer agrees that other duly designated representatives of the International Association of Fire Fighters, who are not employees of Rock Island Arsenal, shall be admitted to the bargaining unit area, upon request by the Union to the Employer

(Civilian Personnel Advisory Center) for the purpose of meeting with officials of the Employer. The Union agrees to state the purpose of the visit, date and expected length of the visit. Such visits shall be governed by security regulations.

Section 6. In order not to deplete available staffing at the Fire Station, Union attendance at meetings other than those held in the Fire Station will be limited to two (2) on-duty representatives if needed. Union attendance at grievance hearings will be as specified under Article 16.

Section 7. The Employer agrees to allow a Union Representative to explain the Union's status as exclusive representative to new employees of the unit. Such explanations will be allowed during the first three shifts of a new employee.

Section 8. The Employer agrees to consider Union representation on any standing Arsenal committees involving the mutual interests of bargaining unit employees and the Arsenal that do not involve management's deliberative process. Such consideration will be given upon written request of the Union.

## **ARTICLE 7**

### **UNION-MANAGEMENT MEETINGS**

Section 1. The parties agree that meetings shall be held as the need arises, and/or subject to the request of either party, to confer on personnel policies, practices, or other matters affecting the working conditions of unit employees. Any matter the Union wishes to discuss with the Director of Emergency Services or the Garrison Commander will first be brought to the attention of the Fire Chief, or his designated representative, and elevated through successive higher levels of management for resolution prior to being discussed with the Garrison Commander.

Section 2. In all Union-Management meetings, subject matter shall be discussed in good faith to establish a cooperative and meaningful rapport between the Union and the Employer.

**ARTICLE 8**  
**HOURS OF WORK**

**Section 1.**

- a. The Employer agrees that the normal tour of duty for bargaining unit employees, except inspectors and training officers, shall consist of one hundred and forty-four (144) hours of duty per pay period. This duty shall normally consist of six (6), twenty-four (24) hour shifts with each employee receiving one (1) day off (informally known as a Kelly Day and not to be misconstrued with unscheduled days during the pay period).
- b. The scheduled day off (Kelly Day) shall be administered on a rotating basis, but nothing in this section shall preclude unit employees from exchanging days off with another unit employee's day off. All trades will need supervisory approval as to maintain adequate skill levels on duty. Kelly Day changes can be made anytime throughout the year as long as they reside in the same pay period. The requirements of Section 7 apply to trading Kelly Days.
- c. The Employer agrees that the normal tour of duty for inspectors and training officers shall consist of one hundred twelve (112) hours of duty per pay period. This shall normally consist of four (4), eight (8) hour shifts and one (1), twenty-four (24) hour shift per workweek. The Employer shall designate which day of the workweek shall be worked as a twenty-four (24) hour shift. The Employer shall consider employee requests for a particular day to designate as a twenty-four (24) hour shift.
- d. Other tours of duty may be established by the Employer subsequent to notification to the Union.

**Section 2.** The tour of duty is promulgated by the Employer in accordance with current Department of the Army and other applicable regulations. The tour of duty shall normally consist of ten (10) hours of actual work and the remainder shall be standby. An employee will be considered on duty and time spent on standby duty shall be considered hours of work if:

- a. The employee is restricted to an agency's premises, or so close thereto that the employee cannot use the time effectively for his or her own purposes; or
- b. The employee, although not restricted to the agency's premises:
  - (1) Is restricted to his or her living quarters or designated post of duty;
  - (2) Has his or her activities substantially limited; and,
  - (3) Is required to remain in a state of readiness to perform work.

**Section 3.** The Employer, to the maximum extent practical, will maintain the tours of duty specified at the beginning of each calendar year. When a change in hours of shift

assignment is necessary, the Employer shall give due consideration to the employee's preferences. On shift changes of more than 30 calendar days, the employees will be given 6 work days (one pay period) advance notice of changes in shift assignments, unless the Employer determines that the Agency would be seriously handicapped in carrying out its functions or that cost would be substantially increased.

Section 4. The employer shall attempt to solicit volunteers for the swing shift lasting 1 calendar year starting from the 1<sup>st</sup> pay period at the beginning of the year. The employee shall solicit volunteers by seniority first with priority given to the oldest hire date at the fire department. If no volunteers are available the employer may assign personnel for 1 year, this shall be assigned based on the newest employee hire date at the fire department. No employee shall be ordered two times consecutively. Also no employee will be able to volunteer two times consecutively unless there are no other volunteers, in which case the employee may stay on swing.

Section 5. The Employer will make every effort to maintain full staffing in the Fire Department during installation emergencies. Off-duty personnel will be notified in advance, if circumstances permit, of a potential call to duty. Off-duty employees, when notified, will make themselves available and will report for duty immediately.

Section 6.

- a. The Employer agrees to support the practice of trading of time where an employee engaged in fire protection (Section 1 b) may substitute for another employee engaged in fire protection on regularly scheduled tours of duty in order to permit an employee to absent himself to attend to purely personal pursuits. The trading of time shall be limited to no more than two (2) occurrences per pay period. The practice will be deemed to have no effect on hours of work where the following criteria are met:
  - (1) The trading of time is done voluntarily by the employees and not at the request of the Employer.
  - (2) All traded time will be in twenty-four (24) hour blocks of time.
  - (3) The reason for trading of time is due not to the Employer's business operations, but to the employee's desire or need to attend to personal matters.
  - (4) A record is maintained by the Employer of all time traded by the employees in accordance with requirements of policy and regulations.
  - (5) The period during which time is traded and paid back must be accomplished within the same pay period.
  - (6) The person, who consents to work and does not report for duty, will be charged absent without leave (AWOL).
- b. All trades will need supervisory approval as to maintain adequate skill levels on duty.

- (1) Employees, when qualified, may trade either above or below their present grade.
  - (2) Employees will not be allowed to trade when the trade may result in other than a captain being placed in charge of the entire shift.
- c. The Employer agrees to support the practice of early relief wherein employees engaged in fire protection may relieve another employee on the previous shift or tour of duty prior to the scheduled starting time. Such early relief may occur pursuant to mutual employee agreement. This practice will not have the effect of increasing or decreasing the number of compensable hours of work, where it is voluntary on the part of the employees. The procedures to be followed for early relief will be as specified in paragraph a. above.
- (1) Employees reporting for early relief will be required to report to their assigned company officer on duty along with the employee being relieved.
  - (2) Early relief is limited to 1 hour or less.
- d. Trading of time and early relief are practices that require the approval of the shift supervisor. A shift supervisor will not be allowed to withhold the approval arbitrarily.
- e. Complaints arising under this section will not be subject to the negotiated grievance procedure.

Section 7. Employer agrees to staff and operate all required fire apparatus pursuant to the provisions of higher authority, laws, rules and regulations. Employer agrees to negotiate with the Union should they desire to reduce the manning/staffing levels below the minimum requirements.

## **ARTICLE 9**

### **LEAVE AND ABSENCES**

#### **Section 1. Sick Leave**

- a. Employees shall earn sick leave in accordance with applicable rules and regulations. Approval of sick leave may be granted to employees when they are incapacitated for the performance of their duties and when they, or members of their own household, have notified the on duty shift supervisor (or his designated representative) of the need for sick leave. Notification should be telephonic to the Fire Station, by government business phone. Employees assigned to a designated shift shall normally notify the on duty shift supervisor at the Fire Station as soon as possible before the beginning of the shift so that workload can be rescheduled. Employees who do not comply with this notification period may be charged AWOL and may be subject to disciplinary action.
- b. Sick leave shall be requested and approved in advance for circumstances as set forth in Department of Army Civilian Personnel Regulations, to include medical, dental, or optical appointments. The employee shall advise the shift supervisor with as much advance notice as possible.
- c. Periods of absence on sick leave in excess of two (2) continuous assigned workdays must ordinarily be supported by medical certificate to be filed upon return to duty. It is agreed and understood, however, that the Employer has the right, in accordance with 5 CFR 630.405, to require that an employee furnish a medical certificate for an absence of any duration.
- d. In the case of employees who are suspected of abuse of sick leave privileges, management will counsel an employee in private. Normally, only after the employee uses sick leave subsequent to the counseling may the employee be given an official written notice of leave usage on a standard leave restriction form. In the event of a flagrant abuse of sick leave, the employee may be given a written notice on a standard leave restriction form at the same time of the counseling session. In cases where management has given official written notice to an employee that he or she is suspected of having abused sick leave privileges, a doctor's certificate must be furnished for each absence from work that is claimed as sick leave.
- e. It is agreed that in cases of those on restriction, the supervisor initiating the original action, in order to determine whether such penalty can be eliminated, shall periodically review the requirement for a doctor's certificate for sick leave absence. The initial review shall take place at the end of three (3) months from the date of issue of official written notice requiring a doctor's certificate and each three (3) months thereafter if it has not been previously rescinded. It is also agreed that when a restriction is to be continued, the employee will be so informed. A Union representative may accompany the employee if requested. When it has been determined that the restriction is no longer necessary, the employee shall be notified in writing.

- f. When it is clearly indicated by the physician/practitioner that the illness will be of an extended duration (heart ailments, tuberculosis, mental illness, etc.), a letter from the physician/practitioner at the beginning of the illness, attesting to the probable duration of the illness will be accepted in lieu of the OPM 71 or other medical certificate for each pay period. This letter (required only one time) will be routed to the medical officer in charge who will, in turn, certify as to the extended absence of the employee to the Payroll Office.
- g. The Employer agrees that employees who are sent home by the Medical Office will have approved sick leave for the remainder of that day only. If he is absent from duty on the following workday, he will call in and report the absence to the on duty shift supervisor. If the total absence on sick leave in these cases exceeds two (2) working days, including the time previously authorized for the partial absence of that first day, the employee will be required to submit to his on duty supervisor a signed doctor's certificate within two (2) working days after return to duty.
- h. The Employer may grant advance sick leave not to exceed six (6) weeks for serious disability or illness. All factors relating to the individual circumstances will be considered in determining approval or disapproval. The final decision must be made in consideration of the best interest of the Federal Service with due consideration for the well-being of the employee.
- i. Employees required to give care and attendance to a member of his immediate family who is afflicted with a contagious disease as defined in applicable regulation, or who would jeopardize the health of others by his presence at his post of duty because of exposure to the contagious disease, may be granted sick leave on submission of acceptable evidence provided by competent medical authority.
- j. Sick Leave will be administered in accordance with 5 CFR 630.401.
  - (1) Sick leave may be used to provide care for a family member as a result of a physical or mental illness; injury; pregnancy; childbirth; or medical; dental, or optical examination or treatment; or to make arrangements necessitated by the death of a family member or attend the funeral of a family member.
  - (2) Family member is defined as a spouse and parents thereof; children (including adopted) and their spouses; parents; brothers and sisters and their spouses; any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship. This same definition is used for the Voluntary Leave Transfer Program.
  - (3) Sick leave may be used for any purpose which, if the employee experienced such a condition, would justify the use of sick leave by himself/herself.
  - (4) Doctor's certification of an employee's absence to care for a sick family member will follow the provisions of Section 1 of this Article.

- (5) When employees request time off on sick leave for purposes relating to the death of a family member, supervisors may request information concerning the relationship to the deceased, location of the funeral, dates, etc., to ascertain how much sick leave can reasonably be approved.
- (6) For employees with an uncommon tour of duty, the basic amount of sick leave that can be used is equal to the average number of hours scheduled in the tour of duty for the week. For example:
  - (a) A firefighter may use the entire amount of sick leave earned during the year for Family Leave purposes; i.e., 182 hours.
  - (b) A fire inspector may use the entire amount of sick leave earned during the year for Family Leave purposes; i.e., 146 hours.
- k. The Parties agree to provisions outlined in the Amendment to Title 5, USC 6307 which permits an employee to use accrued or accumulated sick leave for purposes related to the adoption of a child. Certification procedures outlined in Section 1 above will be followed for sick leave used for adoption.
- l. The Union will support efforts to eliminate unwarranted or improper use of sick leave.

## Section 2. Annual Leave

- a. Annual leave shall be earned and administered in accordance with applicable regulations and in accordance with 5 USC 6303.
- b. Vacation annual leave will be scheduled at the beginning of each year. Vacation annual leave will be granted based on seniority date of hire within the RIA fire department.
- c. Employees shall advise the Employer of their intention to take annual leave as far in advance as possible.
  - (1) Although the Employer reserves the final right to allocate vacations, it is agreed that a reasonable effort shall be made to schedule annual leave of not less than two (2) weeks duration for vacation purposes consistent with manpower and workload requirements as determined by the Employer.
  - (2) The Employer shall endeavor to afford each employee leave at the time the employee considers convenient and desirable within workload requirements. The Employer shall attempt to schedule leave requests so as to allow as many employees as practicable either the Thanksgiving or Christmas holiday off.
- d. All leave scheduled shall be subject to the approval of the Employer.

- e. A copy of the annual leave schedule shall be posted where it may be reviewed by all employees.
- f. The Employer will make every effort to assure that employees will not forfeit excess annual leave.

### Section 3. Leave Without Pay

- a. Employees may be granted leave of absence without pay in accordance with applicable law and regulations.
- b. The Employer agrees that the Union may designate employee members as representatives elected or appointed to a national Union office or as a delegate to any Union activity necessitating a leave of absence, and upon written notification to the Employer by the Union, such employee may be granted annual leave or approved leave without pay.
- c. Family and Medical Leave Act of 1993 (FMLA). Employees may be granted up to twelve (12) workweeks of unpaid leave during any 12-month period for illness or to care for family members. Covered under this act are the birth of a son or daughter and the care of the child; the placement of a son or daughter with the employee for adoption or foster care; the care of a spouse, son, daughter, or parent of the employee who has a serious health condition; or a serious health condition of the employee that makes the employee unable to perform the essential functions of his or her position.

Section 4. Representing Employee Organizations. Official time may be granted to Union officers and/or representatives in accordance with applicable rules and regulations, to attend Union-sponsored training when the parties agree that the training is of mutual concern to the Employer. Exceptions to this policy will be considered on an individual basis.

### Section 5. Tardiness

- a. It is imperative that an employee be punctual in reporting for work at the proper time. When an employee, on occasion, becomes tardy for reasons other than inclement weather, the Shift Commander/supervisor for good cause and in due consideration of the employee's record may:
  - (1) Excuse tardiness up to fifteen (15) minutes;
  - (2) Charge tardiness to AWOL;
  - (3) Consider the employee's request for annual leave; or
  - (4) Consider the employee's request for leave without pay.
- b. Due to the employee's abnormal work schedule, blanket authorization by the

Garrison Commander, RIA, for administrative leave during inclement weather does not always apply. When an employee is delayed in reporting for duty because of extremely adverse weather conditions such as snow, ice, etc., the employee's time will be charged in accordance with Section 5a. An employee will be allowed up to two (2) hours to report his availability/non-availability for duty after the beginning of the shift due to inclement weather.

- c. Up to 30 minutes of tardiness due to extremely bad weather conditions, bridge openings, or traffic may be excused by the shift supervisor.

#### Section 6. Excused Leave

- a. Blood Donation. The Employer agrees to authorize a maximum of four (4) hours of duty time to employees who volunteer as blood donors without compensation. The actual time involved shall not exceed four (4) continuous hours from the time of departure from duty. The following provisions apply:
  - (1) Employees may only donate under this provision at the community blood drive held on the Employer's premises.
  - (2) Individual employees may only donate under this provision two times in any calendar year.
  - (3) After donation the employee will return to the Fire Station and may go on standby time until the conclusion of four (4) clock hours from the time of departure.
  - (4) Only one employee can be in a standby status as result of blood donation at any one time.
  - (5) The Employer may disapprove a request requiring the employee to reschedule an appointment if the scheduled appointment unduly disrupts operations, impacts on adequate staffing, or creates an overtime requirement.

Section 7. Administrative Leave. Any provision of this agreement authorizing administrative leave will be administered in accordance with current and applicable law, rules, and regulations. A total of not more than 10 work days per fiscal year will be authorized for administrative absence per employee. The Agency shall record administrative leave separately from leave authorized under any other provision of law.

## **ARTICLE 10**

### **OVERTIME**

Section 1. Employees shall be paid for all overtime at applicable overtime rates in accordance with governing pay regulations.

Section 2. The opportunities for overtime assignments shall be distributed across the workforce to all employees in their particular job classification. The Employer will attempt to solicit volunteers for overtime assignments.

- a. In the event that the number of volunteers (in the firefighter classification) is not sufficient to meet the staffing requirements, prior to directing an employee in the firefighter classification to work, the parties agree the assistant chiefs will be solicited to volunteer.
- b. Assistant chiefs can only be solicited to volunteer if otherwise in a non-duty status.
- c. If the employer is required to direct overtime, overtime work directed would be in reverse order to the total number of overtime hours accrued. Any fire fighter directed to work mandatory overtime shall be charged with the full 24 hours of overtime for the purposes of maintaining the overtime log and determining the order of succeeding overtime assignments in the department.
  - (1) The parties agree that an employee directed to work overtime in accordance with this Article shall be allowed to solicit other qualified fire fighters to work a portion of their mandatory overtime assignment.
  - (2) For payroll purposes, all employees shall be credited with the actual number of hours worked. However, an employee voluntarily agreeing to work a portion of another employee's mandatory assignment shall not be charged with any overtime hours on the roster.
  - (3) It is the responsibility of the person being ordered in to make sure that he/she or another employee is on duty at the time the overtime is to start.
  - (4) No more than two fire fighters can split a mandatory overtime assignment. In the event a mandatory assignment is split both parties must sign a statement acknowledging their voluntary arrangement and present it to the officer in charge (OIC). Both parties must report to the OIC at the time they exchange duties.
  - (5) Once the splitting of the time is established, both parties will be excluded from overtime on the day the overtime is to be worked.
- d. When a person is off duty in excess of fifteen (15) calendar days, on other than Annual Leave, he/she will be given the average number of hours on the overtime list

upon return to full duty. The average will be determined by dividing the number of overtime hours on the list by the number of employees on the overtime list.

### Section 3. Assignment of Overtime

- a. An established overtime list will determine which employee will be offered overtime. Overtime offered, either worked or refused, will be recorded and a total will be kept for each employee. Overtime will be offered to volunteers in reverse order to the total number of overtime hours accrued. When an employee refuses an overtime assignment, he will be charged with the number of hours offered. In the event the list is exhausted and the first employee must be directed to work, he shall be charged the offered amount of overtime hours. An automated system will be used to solicit for volunteers for overtime.
- b. New employees will be assigned a number based upon the highest total.
- c. Supervisors shall make every attempt to contact persons for overtime as soon as an overtime situation is known. Once overtime is accepted, the overtime list will be updated to reflect the hours offered (refused and accepted).
- d. After an effort to contact all employees on the list one time, the first person verbally contacted on the second time through the list will be directed to work.
  - (1) Scheduled overtime will normally be solicited between 0645-0700, 72 hours in advance of when overtime is to be worked. Scheduled overtime is defined as known overtime requirements to meet minimum staffing levels.
  - (2) Unscheduled overtime will be solicited as soon as an overtime situation is known. Unscheduled overtime is defined as overtime required to meet staffing levels due to unplanned leave requests.
- e. If the supervisor is unable to contact a person for overtime, it shall be noted in the Fire Department Overtime Logbook. If the person could not be contacted, he will not be charged as refusing overtime.
- f. If overtime is canceled, the Employer will notify effected employees as soon as possible.
- g. Overtime for training such as Emergency Medical Technician/Paramedic shall be exempt from this policy.
- h. When soliciting for overtime for two or more people at the same time for the same number of hours, the same list will be used. After the overtime is solicited, the hours will be appropriately calculated and a new list will be generated for the next solicitation of overtime.

Section 4. Employees who have been called back on overtime shall receive at least two (2) hours pay at the applicable rate regardless of the time worked during this two (2) hour

period. Overtime pay will not start until, upon reporting for duty, the called back employee checks in with the officer in charge.

#### Section 5.

- a. Employees in a sick leave status during a regular scheduled work day will not be eligible for voluntary overtime assignments in a non-emergency status on intervening days until they have returned to duty in a full duty status at 0700.
- b. Employees in an annual leave status during a regular scheduled work day will not be eligible to be solicited from the overtime list until 0600 on the day they return to duty status.
- c. Employees in a restricted duty status will not be eligible for overtime assignments until they have been returned to full duty by medical authority.
- d. In the cases cited above, employees will maintain the hours worked before entering sick leave and annual leave. The exception being restricted duty status will abide by the 15 calendar day off rule. They will not be charged overtime hours that might have been offered to them while ineligible to work the overtime.

#### Section 6. Emergency Overtime:

- a. The Fire Chief or his designee will declare a situation as an emergency. Management will determine staffing needs required to meet the emergency situation and coordinate these needs with the union. Assignment of overtime will follow the normal procedure during the first 72 hours.
- b. If the emergency situation extends beyond 72 hours, the staffing requirements will be coordinated with the Union. If disagreement exists, the Director of Emergency Services will be contacted immediately and the parties will meet and resolve the staffing concerns. The following procedure will be initiated for emergency situations beyond 72 hours.
  - (1) Employees will be solicited through the overtime list for voluntary overtime until each individual has been solicited to volunteer once.
  - (2) The employer will direct employees to work overtime to meet overtime staffing needs in order on the overtime list, until the emergency ends.
- c. If the emergency situation lasts a third 72 hours, the procedure in b. above will be repeated.
- d. Parties may meet to discuss emergency overtime duties assigned in relation to the mission of the Fire Department as well as to assess the appropriate staffing level at the request of either party at any time. The Employer is committed to assuring the emergency overtime staffing is related to the mission of fire protection and prevention to the maximum extent practicable.

Section 7. Kelly Day adjacent to Annual Leave Request: When filling out the request for scheduled Annual Leave, employees will identify dates they are unavailable for overtime work on the OPM 71, Application for Leave. Employees with scheduled Kelly Days prior to scheduled annual leave requested may identify dates they will not be available for overtime beginning with the Kelly Day if they so desire.

- a. Employees will not be charged overtime hours that might have been offered to them while ineligible to work the overtime.
- b. The parties recognize that an employee making himself/herself unavailable for overtime may require other employees to be directed to work overtime.
- c. This section does not apply to emergency overtime.

## **ARTICLE 11**

### **REDUCTION-IN-FORCE AND DEMOTIONS**

Section 1. The Employer agrees to notify the Union of impending reductions-in-force immediately after any restrictive classification is lifted, and prior to local publicity, unless the announcement is made by the Department of the Army prior to notifying the Employer.

Section 2. All reductions-in-force will be carried out in strict compliance with applicable laws and regulations, and in a manner which will cause the least disruption of installation activities. To the extent feasible, reduction-in-force will be achieved through normal attrition.

Section 3. Any career or career-conditional employee who is separated because of reduction-in-force will be placed on the reemployment priority list, in accordance with applicable laws and regulations, and will be given preference for rehiring in temporary and permanent positions for which qualified. Acceptance of a temporary appointment within his normal commuting area will not prejudice an employee's right to be offered permanent employment.

Section 4. An employee who has been reduced in grade without personal cause will be considered eligible for noncompetitive re-promotion to the grade from which demoted, in accordance with applicable regulations.

Section 5. The employer agrees to ensure that employees have access to displaced employee programs as available in each particular situation to the fullest extent possible under law, rule and regulation.

## **ARTICLE 12**

### **PROMOTIONS AND PLACEMENTS**

Section 1. It is agreed that all placements and promotions will be accomplished in accordance with the Merit Promotion and Placement Plan (MPPP) and appropriate regulations.

Section 2. There will be no discrimination in promotion or selection for promotion because of race, religion, color, lawful political or other affiliation, marital status, sex, national origin, age, or membership in a Union.

Section 3. Promotions shall be made on the basis of qualifications, fitness, and merit. The selecting supervisor or official is entitled to select candidates in accordance with the spirit and intent of governing regulations.

Section 4.

- a. The Employer agrees to hold job opportunity announcements and amendments open for at least seven (7) calendar days for filing of applications.
- b. All vacancy announcements may be opened on any day of the week.
- c. Such announcements shall clearly state the minimum qualification requirements, organizational location of the position, a statement that the results of the announcement may be used in filling subsequent vacancies for a period of one hundred eighty (180) days from the closing date of the announcement and the manner in which candidates may file for them.

Section 5. Candidates for promotion shall be given, upon individual request, their rating for promotion and the disposition of their applications. The Employer shall provide appropriate counseling and guidance to any employee rated ineligible or not selected for promotion, in order to improve the employee's career opportunities.

Section 6. It is agreed that as a reasonable condition of employment each candidate who will have fire-fighting duties included in their job description will be required to meet Office of Personnel Management physical requirements. This will include individuals involved in reduction-in-force or individuals that may have entered the Fire Department in a non-firefighting position.

Section 7. Paramedic Program. If the Employer establishes firefighter positions to include paramedic duties, employees selected for this program who cannot successfully complete the required training to be certified as Paramedics, will be provided the opportunity to return to their former positions in the Fire and Emergency Services Division. Employees selected for the program who cannot be promoted because of time in grade restrictions will be considered for waiver in accordance with government wide regulations.

## **ARTICLE 13**

### **PHYSICAL FITNESS REQUIREMENTS**

Section 1. The parties recognize the value of a healthy, well and fit workforce. The Rock Island Arsenal Fire Department will implement a well/fitness program for each fire fighter to obtain a level of wellness/fitness consistent with the duties he or she may be called to perform. The wellness/fitness program shall be a positive program and not punitive in design; allow for age and position in the department; allow for on-duty time participation utilizing facilities provided or arranged by the Agency; provide for rehabilitation and remedial support for those in need; and be reasonable and equitable to all participants.

- a. Management has determined that 72-hour per week employees may participate in the Physical Fitness Program starting at 1530 and may dedicate at least an hour to their fitness program, unless mission requirements dictate otherwise.
- b. Management has determined that 56-hour per week employees and training officers may participate in the Physical Fitness Program. They may dedicate up to 1-hour 3 times per week, unless mission requirements dictate otherwise.
- c. Employees will be required to respond to a fire call regardless of whether the call is received during the designated Physical Training period or if the employee is exercising during standby time.
- d. Employees will be required to provide their own exercise clothing and shoes.

Section 2. Union and Management shall jointly develop a physical fitness program, which shall at a minimum, meet the requirements of applicable Army Regulations. All employees of the bargaining unit are encouraged to participate in the program.

## **ARTICLE 14**

### **SAFETY**

Section 1. The Employer will continue to make every reasonable effort to provide and maintain safe working conditions for employees in the unit. It is agreed that safety is a collective responsibility of the Employer and the employees. The Union will cooperate with the Employer by encouraging employees to observe all safety rules, requirements, and regulations in the performance of their assigned duties; to report promptly to their supervisors all observed unsafe practices or conditions; and, if injured on the job, to report the injury to their supervisors immediately.

Section 2. The Employer agrees that all emergency equipment assigned to the operation of the Fire and Emergency Services Division will receive top priority in maintenance, to assure that the emergency equipment will be in a safe operating condition at all times. The Employer shall provide for testing and inspection of the structural integrity and safety of all apparatus and equipment utilized by the fire protection/inspection sections. The results of these tests will be made available to the Union upon request. The Employer agrees to take prompt and appropriate action when unsafe conditions involving apparatus and/or equipment is reported to or observed by the Employer. New and replaced equipment will meet applicable standards.

Section 3. The Employer agrees that during the winter season, the Arsenal Fire Station premises will receive equipment access priority in snow plowing, sanding, and salting.

Section 4. Unsafe Conditions. When an employee feels that he is subjected to unsafe or unhealthy conditions, other than fire protection and fire prevention duties, which by their nature are recognized, to be inherently hazardous, he will report the circumstances to his immediate supervisor. The Employer will take prompt action on the employee complaint. If the complaint cannot be resolved through management channels within the organization, the Safety Office will be contacted to make an on-site determination of the reasonableness of the complaint. All action taken as a result of an employee complaint will be a matter of written record.

Section 5. The Parties mutually agree to fully support initiatives developed to provide educational information to employees in the Fire and Emergency Services Division, Directorate of Emergency Services, Rock Island Arsenal designed to increase awareness and understanding of blood borne pathogens.

Section 6. Protective clothing furnished to bargaining unit employees will be in accordance with the requirements of OSHA and NFPA standards. Employees shall be responsible for the condition of items furnished and the return of such items as required by the Employer. Equipment utilized by unit employees will be in accordance with NFPA 1500 standards. The Employer agrees to replace/repair or decontaminate protective clothing and equipment.

Section 7. The Employer agrees that employees exposed to infectious diseases, hazardous substances, toxic fumes, epoxy paint, radiation, etc., shall be given an appropriate physical evaluation as soon as practical. The Employer will maintain an up to date hazardous

material 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 consent.

Section 8. Rehabilitation during Emergency Operations. The Employer shall maintain an awareness of the condition of bargaining unit employees operating within their span of control during emergencies and ensure that adequate steps are taken to provide for their safety and health. The command structure 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 members operating at the scene. These considerations shall include medical evaluation and treatment, providing food and fluid replenishment (at no cost to the employee) and relief from extreme climatic conditions, according to the circumstances of the incident.

## **ARTICLE 15**

### **TRAINING**

Section 1. The parties recognize that training and development of employees is essential to efficient operations. The Employer has the responsibility to provide training necessary to assure maximum efficiency of unit employees in the performance of their official duties. Employees have the responsibility to take full advantage of the training made available and for applying the learning to their job.

Section 2. The Union may submit recommendations for improvement of the training programs and development of employees. The Employer will give due consideration to the views of the Union.

Section 3. The Employer shall provide training opportunities for employees to increase skills and performance in accomplishing the mission. Such training, as determined by the Employer, shall be at no cost or loss of benefits to the employee. The Employer shall attempt to distribute training opportunities equitably in meeting the needs of the organization.

Section 4. The Employer will agree to provide and maintain an area on the Arsenal property to be used for purposes of practical training.

Section 5. The parties agree that unit employees are required to participate in the DoD Fire and Emergency Services Certification program. The Employer agrees to pursue adequate funding to support the program, which includes but is not limited to training material, reference material, computer equipment and training aids.

Section 6. The parties agree that the DoD certifications are mandatory and all efforts will be made to obtain the necessary certifications within a reasonable amount of time. Certification classes will be scheduled according to budget and availability.

Section 7. The Employer agrees to provide and maintain a department 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.

Section 8. The Employer agrees to maintain and/or provide access to adequate facilities necessary to support the practical portion of the approved training programs.

Section 9. Consistent with the nature, location, availability of local transportation and duration of TDY assignments, the Employer agrees to consider requests to provide a rental car during the TDY period.

Section 10. The Employer shall provide counseling, training and guidance to all employees in an effort to assist them in remaining current in their assigned positions and, insofar as possible, for the purpose of assisting their career development.

Section 11. Job related training opportunities will be offered without regard to race, religion, color, creed, national origin, age, sex, disability, political/or union affiliation or any other non-merit factor.

## **ARTICLE 16**

### **GRIEVANCE PROCEDURE**

#### **Section 1.**

- a. The purpose of this article is to provide a procedure for the prompt and equitable settlement of grievances. This procedure is the exclusive method available to employees in the unit when processing grievances on interpretation and application of this agreement, working conditions, supervisory relationships or any matter not specifically excluded. Employees who use this procedure may represent themselves or be represented by the Union. In the event the employee(s) chooses self-representation, it is agreed that the Union shall be given the opportunity to be present during the grievance procedure between the Employer and employee(s) concerning the grievance. However, any employee or group of employees in the unit may present such grievance to the Employer and have them adjusted without the intervention of the exclusive representative as long as the adjustment is not inconsistent with the terms of the agreement and the exclusive representative has been given the opportunity to be present at the adjustment.
- b. The Union agrees to encourage employees to use the grievance procedure, Employer or statutory appeal procedures, or informal discussions with supervisors prior to addressing their concerns to organizations or individuals outside Rock Island Arsenal. The Union will use the negotiated provisions of Article 17 or address their concerns to the Employer prior to contacting organizations or individuals outside Rock Island Arsenal.

#### **Section 2.** Exclusions. Excluded from this procedure are all issues which:

- a. Involve matters of reduction-in-force procedures or matters properly referable through the agency Equal Employment Opportunity procedures.
- b. Involve the content of policy issuances unless the complaint alleges that the local requirements are at variance with requirements established by a higher headquarters.
- c. Involve the non-selection for promotion from a group of properly ranked and certified candidates.
- d. Involve an action terminating a temporary promotion within a maximum period of 2 years and returning the employee to the position from which he was temporarily promoted.
- e. Involve the non-adoption of a suggestion or disapproval of a quality step increase, performance award, or other kind of honorary or discretionary award.
- f. Involve a preliminary warning or notice of an action which, if effected, would then be eligible for consideration either as a grievance or appeal.

- g. Involve the termination of temporary employees with a definite time limitation, term employees, or annuitants, on or before the expiration date of appointment.
- h. Involve allegations of mismanagement when no form of personal relief to the employee(s) is appropriate. In such instances, the Garrison Commander, at his discretion, may refer such matters to an Inspector General or Board of Officers for appropriate consideration as provided in AR 15-6.
- i. Involve the separation of employees during probationary or trial periods.
- j. Involve decisions relating to the Federal Employees Compensation Program.
- k. Those provisions specifically excluded under 5 USC Chapter 71 are:
  - (1) Any claimed violation of Subchapter 3 of Chapter 73 of this title (relating to prohibited political activities);
  - (2) Retirement, life insurance or health insurance;
  - (3) A suspension or removal under Section 7532 of this title;
  - (4) Any examination, certification, or appointment; or
  - (5) The classification of any position which does not result in the reduction in grade or pay of an employee.

Section 3. Procedure. (Note: During all steps of this procedure, working days are defined as Monday through Friday.) When two or more employees have grievances concerning substantially the same issue(s), the Union shall select one employee to process an individual grievance. The decision rendered on the grievance shall apply to the remaining grievants. All grievants must be identified by name at Step 1 and the grievance form must be annotated by the Union at Step 2 as a group grievance.

- a. Step 1. The employee will notify the Deputy Fire Chief of his/her desire to establish a Step 1 meeting to discuss the grievance. The meeting shall be held within three (3) working days of the request. Within five (5) working days from the conclusion of the meeting, the Fire Chief or his designated representative shall provide him/her with an oral decision. If unsatisfactory, he/she will reduce the grievance to writing and process the grievance to the next step of the procedure.
- b. Step 2. The complaint will be reduced to writing on the grievance form (appendix a), identifying the issue(s) and resolution desired; and submitted to the Fire Chief. Management officials shall be responsible for procurement of a grievance control number from the Civilian Personnel Advisory Center, and the annotation of the date received, meeting date, and decision date. The Fire Chief, or his designated representative, will meet with the employee(s) and Union representative within ten (10) working days of receipt of the complaint. The Fire Chief or designee will issue

the decision within ten (10) working days after the meeting. If the matter is not settled to the employee's satisfaction, the employee then has the option to submit the grievance to Step 3.

- c. Step 3. The written grievance will be submitted to the Management Negotiating Committee within ten (10) working days from the date of the Step 2 decision. The Management Negotiating Committee will meet with the aggrieved employee(s), the Union representative(s) within ten (10) working days from the date of receipt of the written grievance to attempt to reach a satisfactory settlement of the grievance. The Management Negotiating Committee will provide a written decision to the employee(s) within ten (10) working days after the conclusion of the meeting. If the grievance is settled to the satisfaction of the employee(s), no further consideration will be given this matter. If the grievance is not settled to the satisfaction of the employee(s), the Union may make a formal notification to the Civilian Personnel Advisory Center within ten (10) working days after receipt of the Management Negotiating Committee's decision that the unresolved grievance will be submitted to arbitration.

Section 4. If any grievance is not taken up with the Deputy Fire Chief or designee within three (3) weeks after the occurrence of the matter from which the grievance arose, such grievance shall not be presented or considered at a later date.

Section 5. At each step of the grievance procedure, the Union shall be permitted to call relevant employee witnesses who shall suffer no loss of pay for so serving.

Section 6. The Employer may call witnesses, observers, or management representatives it deems necessary to bring about a satisfactory settlement to a complaint or grievance.

Section 7. Failure of the employee to process grievances within the time limits prescribed in each step of the grievance procedure will automatically cancel the grievance and no further consideration will be given this matter. Extensions may be granted, provided mutually agreed upon by both parties, for unusual cases.

Section 8. Failure of management to answer written grievances within the time limits prescribed in each step of the grievance procedure shall permit the Union to refer the case to the succeeding step of the procedure. Extensions may be granted, provided mutually agreed upon by both parties, for unusual cases.

Section 9. Questions that cannot be resolved by the parties as to whether or not a grievance is on a matter subject to the grievance procedure or is subject to arbitration will be referred to arbitration in accordance with Article 18. The issue of grievability/arbitrability will be the only question referred to the arbitrator for decision.

Section 10. If an employee(s) resigns, dies, or is separated by any action other than removal before decision is reached on a grievance being processed and no compensation issue is involved, action will be stopped and all interested parties will be notified that because of the separation, the case is being closed without decision. A copy of this notification will be made a part of the case record.

Section 11. If during the course of a grievance a question arises as to the interpretation of published agency policy, provisions of law or regulations of appropriate authority outside the agency, the grievance will be delayed at the step in the procedure where the question of interpretation first arises. The Employer will forward the inquiry as to the interpretation of the regulation (etc.) in question to the Department of the Army who will coordinate with any higher authority necessary to obtain an authoritative interpretation. The grievance shall not be delayed beyond forty-five (45) days awaiting said interpretation. Processing of the grievance shall commence on the forty-sixth (46) day or within ten (10) working days after receipt of the interpretation, whichever occurs first. The Employer shall furnish the Union a copy of the interpretation upon receipt.

## ARTICLE 17

### EMPLOYER AND UNION DISPUTE PROCEDURE

#### Section 1.

- a. The purpose of this article is to provide for the satisfactory settlement of grievances involving application and/or interpretation of this agreement where no individual employee grievance is involved.
- b. Questions which cannot be resolved by the parties as to whether or not a grievance is on a matter subject to the provisions of this procedure shall be referred to arbitration for decision. The question of grievability/arbitrability will be the only question before the arbitrator.
- c. All grievances must be processed to Step 1 of this procedure within ten (10) working days of the occurrence of the matter from which the grievance arose.

#### Section 2.

- a. Step 1. The president of the Union will notify the Civilian Personnel Advisory Center of its desire to establish a Step 1 meeting to discuss the grievance. The meeting shall be held within three (3) working days of the request. Within five (5) working days from the conclusion of the meeting, the Chief of the Civilian Personnel Advisory Center or his designated representative shall provide the Union President with an oral decision. If unsatisfactory, the Union will reduce the grievance to writing on the grievance form (appendix a), and process the grievance to the next step of the procedure.
- b. Step 2. Within five (5) working days from the date of the Step 1 decision, the written grievance will be submitted to the Civilian Personnel Advisory Center where the date of receipt will be annotated on the grievance form. The management and Union negotiating committees will meet within five (5) working days to discuss the grievance. The Union shall be provided with a written decision. If unsatisfactory, the Union may request the grievance be submitted to arbitration by so notifying the Chief of the Civilian Personnel Advisory Center within ten (10) working days of the written decision.

Section 3. Employer-initiated grievances shall be processed under the above procedure, altered to the extent that the Chief of the Civilian Personnel Advisory Center, or his designated representative, shall initiate the procedure.

## **ARTICLE 18**

### **ARBITRATION**

**Section 1.** If the Employer and the Union fail to settle any grievance, such grievance may, upon written notice of either the Union or Employer, depending on which party initiated the grievance, be referred to arbitration. Such written notice must be served not later than ten (10) working days following the conclusion of the last step of the grievance procedure.

**Section 2.** Within two (2) weeks from the date of receipt of a valid arbitration request, the parties shall meet and attempt to stipulate the issue and select an arbitrator. If the parties are unable to agree upon an arbitrator, they shall request from the Federal Mediation and Conciliation Service (FMCS), a list of seven (7) impartial persons qualified to serve as arbitrators. The parties shall alternately bear the cost of the FMCS fee for providing such a list. Upon receipt of the list, the parties shall meet within five (5) working days. If they cannot mutually agree upon one of the listed arbitrators, the Union and Employer shall strike one arbitrator's name from the list and then repeat this procedure until only one name remains. The Union shall have the first strike.

**Section 3.** The arbitrator's fee and his necessary travel expenses will be borne equally by the parties and shall be paid in accordance with appropriate regulations.

**Section 4.** The arbitration hearing shall be held on the Employer's premises during the regular day shift hours of the basic workweek. All necessary participants in the hearing and pre-hearing meeting called by the arbitrator, if Federal Government employees, will incur no loss of pay or charge to leave if otherwise in a duty status.

**Section 5.** The arbitrator shall be requested to render his award as quickly as possible, but in any event, no later than sixty (60) days after the conclusion of the hearing or filing of the post-hearing briefs, unless the parties agree to a longer period.

**Section 6.** It is agreed and recognized that arbitration provided herein is binding and appealable only under the provisions of 5 USC Chapter 71 to the Federal Labor Relations Authority.

**Section 7.** Arbitrator's Authority.

- a. In rendering a decision, the arbitrator has the authority to:
  - (1) Interpret and define the explicit terms of this agreement;
  - (2) Rule on the application of Office of Personnel Management, Department of Defense, Department of Army, and command regulation and policy utilizing all official proponent interpretations issued under the terms of this agreement.
- b. The arbitrator shall have no authority to alter, amend, add to, or subtract from the terms of this agreement or any other agreement made supplementary hereto.

- c. The arbitrator may not substitute his discretion for that of the Employer in cases where the Employer has exercised discretion on a manner allowed by law, regulation, or this agreement.

Section 8. The arbitrator shall rule on the grievance as submitted by the parties. The decision shall be based on the presentation of the parties and the arbitrator shall have no authority to alter, amend, add to, or subtract from the grievance and arguments as submitted by the parties through presentation of the case and post-hearing briefs. The arbitrator shall have no authority to expand the grievance and may only rule on the stipulated issue as stated by the parties.

## **ARTICLE 19**

### **ALTERNATIVE DISCIPLINE PROGRAM**

This is a program of "Paper Discipline" in which an SF- 50 documenting that an employee has been disciplined shall be placed in the Electronic Official Personnel Folder. The discipline has the same force and effect as a suspension, with no loss of pay to the employee. The parties recognize that circumstances may warrant discipline, but the interests of correcting behavior allow the imposition of the discipline without loss of pay. The parties also recognize that the paper discipline shall serve as the equivalent of a loss of pay suspension for any future action against the employee that might be processed by the employer.

## **ARTICLE 20**

### **UNIFORMS, PROTECTIVE**

#### **CLOTHING AND UNIFORM ALLOWANCE**

Section 1. The Employer agrees to furnish all fire fighters protective clothing and equipment, required by applicable regulations; safety shoes, required in performance of the mission; and all cap devices, insignia and patches prescribed.

Section 2. The Employer agrees that there will be no change in the uniform without prior notification to the Union. A six (6) month grace period shall be allowed in the event of any uniform changes made by higher agencies.

Section 3. Uniform allowances will be in accordance with existing rules and regulations. Uniforms will be as specified in the station house rules.

Section 4. It will be required of each employee to report for duty in a complete uniform of the day. In the event an employee is assigned duties which would require the wearing of a "dirty work uniform" that employee shall maintain a uniform of the day in his locker in the event uniform change is required.

Section 5. It is agreed that the Employer will instruct all new employees of complete uniform requirements and process requests for uniform allowances as expeditiously as possible.

Section 6. Parties agree to address appropriate dress during standby time in the station house in fire department rules.

## **ARTICLE 21**

### **USE OF OFFICIAL FACILITIES**

Section 1. The Employer agrees to provide a reasonable amount of bulletin board space located in the Rock Island Arsenal Fire Department for the posting of Union notices. The Union agrees that literature posted and/or distributed must not violate any law, regulations or security of Rock Island Arsenal or contain scurrilous, libelous, derogatory, or other such matter.

Section 2. The Employer agrees to allow access to all regulatory guidance through the installation's Intranet services.

## **ARTICLE 22**

### **PUBLICIZING THE AGREEMENT**

Section 1. The Employer agrees that as part of their orientation, all new or rehired employees in the bargaining unit shall be informed of the Union's exclusive recognition status, and given a copy of this Agreement.

Section 2. The Employer further agrees to furnish each employee in the bargaining unit a copy of this Agreement.

## ARTICLE 23

### VOLUNTARY ALLOTMENT OF UNION DUES

Section 1. Employee Eligibility. An employee may at any time authorize an allotment from his pay for the payment of Union dues (the regular, periodic amounts required to maintain good standing in the Union) provided he meets all of the following requirements:

- a. He regularly receives an amount of pay that is sufficient after legal and other authorized deductions to cover the full amount of Union dues.
- b. He has voluntarily completed Standard Form 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues.
- c. He is employed in the unit represented by the Union for which he authorizes payroll withholding of dues.

Section 2. Procedure. Deduction of Union dues for an eligible employee will be accomplished by the Defense Finance and Accounting Service (DFAS) beginning with the first full pay period after receipt. The employee must have properly completed and signed the SF 1187, and submitted the form to the designated official of the Union. The Union must complete and sign Section A of the SF 1187, certifying as to amount, prior to submitting the form.

Section 3. Amount.

- a. The amount of the Union dues to be deducted each pay period will remain as originally certified to on the SF 1187 by the designated Union official until a change is made and certified to by such official and that certification is submitted.
- b. Any change in the amount of an employee's regular dues with resultant changes in the amount of the dues deduction of such employee per pay period will be effective with the deduction made for the first full pay period beginning after receipt of the notice of change, or at a later date if requested by the Union. Such changes in the amounts of the Union dues will not be made more frequently than once each twelve-(12) months.

Section 4. Termination.

- a. An employee's voluntary allotment for payment of Union dues will be terminated with the start of the first pay period following the pay period in which one or more of the following occur:
  - (1) Any type of separation, transfer, or other personnel action which results in the employee leaving the unit. The employee will be responsible for notifying the appropriate office (i.e. customer service representatives, when such move or reassignment takes place).

- (2) Loss of Exclusive Recognition by the Union.
  - (3) Suspension or termination of the agreement providing for dues withholding by an appropriate authority outside of DOD.
  - (4) Suspension or expulsion of the employee from the Union.
- b. An employee's allotment for the deduction of Union dues may also be terminated by the employee's submission of a Standard Form 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues. In order for an employee to stop their allotment of dues, they must have been a dues paying member for at least twelve (12) months. An employee may cancel their dues withholding on their one year anniversary date. Thereafter, revocation of dues will only be processed at the start of the first pay period on or after 1 September. Upon receipt of any such SF 1188, the Employer will transmit the duplicate of such form to the designated Union official.
  - c. The Union will promptly notify the appropriate office in writing when any of its members who have authorized an allotment for payment of Union dues is expelled or suspended from the Union or ceases to be a member in good standing.

Section 5. Remittance. The Employer, through the Customer Service Representatives, will transmit to the Union's financial institution within three (3) working days after each payday electronically deposit funds on the Treasury of the United States and made payable to the Union in the amount equal to the total of all allotment deductions made.

Section 6. A list identifying the Union by name and local number which will include the name of each employee member on dues deduction, and the amount of the deductions made for each such employee member will be forwarded to the secretary/treasurer of the Union.

Section 7. General.

- a. The Union recognizes its obligation to inform and educate its members on the program for allotments for payment of dues, and the uses and availability of the required form. The Union is also responsible for procuring and distributing the prescribed allotment form (SF 1187) and for certifying as to the amount of its dues.
- b. The Employer, through the Payroll Office, agrees to maintain a supply of the prescribed form (SF 1188) for use in revoking an allotment and to make this form available to employees upon request. Written requests for revocation of allotment which are otherwise in order and signed by the employee will be accepted and acted upon even though not submitted on the prescribed form.
- c. This article for voluntary allotment of Union dues will continue in effect for the life of the agreement.

Section 8. The Union will indemnify, save harmless, or take other steps requested by the

Employer to protect the Employer from any and all claims and disputes by reason of its acting hereunder.

## **ARTICLE 24**

### **JOB DESCRIPTIONS**

Section 1. It is mutually agreed that the Employer has full authority to make duty assignments and such assignments will be performed by employees in the unit.

Section 2. The Employer and the Union recognize that all work assignments cannot be covered in job descriptions and that some work assignments are made under the provisions of "other duties as assigned".

Section 3. The Union recognizes the right of the Employer to determine duty assignments. The Employer agrees to notify the Union prior to changing the classification of an employee's position in the bargaining unit, which will result in an adverse personnel action or remove the employee from the bargaining unit.

Section 4. Questions of fact regarding the accuracy of an employee's officially assigned job description should be resolved between the employee and the supervisor. Where necessary, a decision involving current and future duties and responsibilities of the position will be made by the Garrison Commander, Rock Island Arsenal or designee; his decision will be considered final.

Section 5. Employees may seek the adjustment of the pay category, title, series, or grade of their officially assigned position under the provisions of the procedures as described in applicable current laws, rules and regulations.

## **ARTICLE 25**

### **PRODUCTIVITY**

Section 1. The parties mutually agree that the public interest requires high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency. In pursuit of this goal, technological progress and the economical use of human and other resources shall be of mutual concern to the parties.

Section 2. In addition to the training provided by the Employer, the Union shall encourage unit employees to take advantage of training opportunities of a self-development nature to upgrade their skills, knowledge, and abilities.

Section 3. The Union shall assist the Employer in introducing cost reduction proposals, which would be in the best interest of lowering the overhead rate and improving the competitive stature of the Arsenal.

Section 4. The parties shall place full support and effort behind such human resource programs as Upward Mobility, Equal Employment Opportunity, and Employee Assistance Program, as such programs improve employee well-being, proficiency, and morale; and serve to promote the efficient administration of Arsenal operations.

Section 5. In realization of the effects of wasteful abuse of energy upon the productivity of the Arsenal, the parties agree to promote and support all local efforts to conserve energy resources through the economical use of Arsenal electricity, gas, oil, water, paper, etc.; support of paper recycling projects; and carpooling.

Section 6. To the extent permitted by law, the Employer agrees to request the U.S. Justice Department to defend, when appropriate, all claims and civil lawsuits arising from emergency service/treatment performed within the firefighter's/technician's course and scope of official duties.

Section 7. In order to comply with the provisions of the DoD Fire Fighter Certification program the Employer agrees to provide adequate training to unit employees by Agency certified vendors/contractors or other appropriate sources.

## **ARTICLE 26**

### **MISCELLANEOUS**

Section 1. The Employer agrees to provide suitable living facilities including those necessary for comfortable working, sleeping, eating, recreation, training, and study. Shower and latrine facilities will also be provided.

Section 2. The eating and sleeping quarters in the Fire Department will be used only by fire fighters and will not be open to transient personnel.

Section 3. Membership to the mess fund will be on a voluntary basis. Cooking assignments will be made among employees who are members of the mess fund; all employees who use the kitchen will participate in kitchen cleanup after the meal.

Section 4. Soft Drink Machine. The Employer recognizes that the unique shifts worked by Firefighter personnel do not lend themselves to utilizing the Post Restaurant facility. As a result, the Employer agrees to allow the Union to maintain a soft drink vending machine for the employees in the Fire Station. The Union will assume total responsibility for the soft drink vending machine located in the Fire Station. The Union will operate the machine and administer the money solely as a service to the employees in the Fire Station. Profits realized by the operation of the vending machine will be utilized to finance benefits for employees in the Fire Station (e.g. funeral bequests or cable TV hookups). Any discrepancies in finances will be the Union's responsibility and will not reflect on the Employer.

Section 5. Smoking is prohibited in all Department of Army occupied workplaces, except for designated smoking areas, in accordance with current, applicable Army Regulations. Smoking will be done outside the building, at least 50 feet from entrances and exits.

Section 6. When an employee becomes temporarily disabled as certified by a medical doctor through accident or natural causes and cannot fully perform his assigned duties, the Employer will make every reasonable effort to assign him to suitable temporary duty available, first within the Fire and Emergency Services Division, and then the Directorate of Emergency Services.

Section 7. The parties recognize the need for a drug-free workforce and support the Agency program of random drug testing. All Agency drug testing will be conducted in accordance with applicable laws, rules and regulations.

## ARTICLE 27

### EMPLOYEE ASSISTANCE PROGRAM

Section 1. Individual employee participation in the Employee Assistance Program is voluntary. Employees are encouraged to avail themselves of the EAP programs for counseling, referral, or other assistance whenever needed. Assistance is available for many work and home life issues such as grieving, alcohol abuse, substance abuse, gambling, parenting, domestic issues, and financial problems.

Section 2. If a manager or supervisor who suspects that an employee has alcohol or another intoxicant in their system which in the manager/supervisor's opinion could affect the performance of the employee or co-workers. The manager/supervisor may then contact their organization's Management Employee Relations Specialist to consult on a plan of action to address the safety concern.

Section 3. An employee facing disciplinary action will be offered the opportunity to request voluntary participation in an Employee Assistance Program and request to have the disciplinary action held in abeyance until successful program completion, if there is a clearly identified nexus between the identified problem and the misconduct.

- a. Approval of the request for voluntary participation in an Employee Assistance Program shall be based upon the initial intake assessment interview with the EAP staff as to the motivation toward of successful completion. The length of the follow-up program will be determined by the manager/supervisor in conjunction with the EAP staff. Assessment recommendations may include referral to community resources for formal evaluation and recommendations. This would be done at the employee's expense/insurance provider's approval. In cases where removal of the employee is proposed the minimum prescribed follow-up program shall be one year. In matters where conduct or performance is extreme or egregious, participation in the Employee Assistance Program may not be offered to the employee.
- b. If the employee successfully completes the prescribed follow-up program while maintaining a successful level of performance and has no further instances of misconduct the disciplinary action may be rescinded. In cases of non-compliance with a follow-up program, the disciplinary action will be reinstated.
- c. Normally, an employee will only be approved for an EAP program with disciplinary actions held in abeyance one time.
- d. In all circumstances, an employee shall have the right to seek Union representation throughout the process.

Section 4. An employee may be referred to EAP by the Employer, the Union, themselves or other employees. Employees must obtain supervisory approval prior to any worksite absence while in a duty status; however, the employee does not have to disclose the reason for their visit to EAP. Employees are afforded duty time to visit the employer's EAP office.

## **ARTICLE 28**

### **DURATION OF AGREEMENT**

Section 1. In accordance with 5 USC 7114(c), the agreement between the parties will be submitted to higher authority to determine compliance with applicable published laws, regulations, and policies. Where violation of laws, regulations or published policies of higher echelon are found, higher echelon will advise the Garrison Commander, Rock Island Arsenal, of the specific violation and furnish the appropriate citation of law, regulation, policy, or decision of the central labor authority. The parties will meet and negotiate the required changes in the agreement.

Section 2. This agreement shall remain in full force and effect for five (5) years from the date approved by higher echelon or the thirty-first. (31st) day after execution by the Garrison Commander, whichever is earlier.

Section 3. The termination date of the agreement shall be considered to be 11:59 p.m. on the day prior to the anniversary of the date identified by Section 2.

Section 4. Either party may give written notice to the other, not more than one hundred five (105) days, nor less than sixty (60) days prior to termination date of this agreement, or any anniversary date thereafter, of its intention to terminate this agreement in its entirety, or to renegotiate this agreement, or any part thereof. If neither party gives timely notice, this agreement shall be automatically renewed for one (1) additional year.

Section 5. When notice to renegotiate this agreement is given, the moving party shall indicate the subject article(s) in which changes are sought, together with a copy of the proposed changes. Negotiations on the proposed changes will begin within thirty (30) calendar days after receipt of such notice. If, for good and sufficient cause, either party requests an additional extension of time, that extension shall not exceed fifteen (15) calendar days.

Section 6. If renegotiation of this agreement is in progress, but completion at the local level has not been accomplished by its termination date, the agreement will be extended for a period of not to exceed six (6) months.

Section 7. The articles or sections of this agreement may be reopened for amendment(s) by mutual consent of both parties. Requests for such amendment(s) by either party shall include a written summary of the amendment(s) and a reasonable time (15 workdays) after receipt of such notice to review the proposed amendment(s). If the parties mutually agree that opening of the agreement is warranted, they shall arrange to begin negotiation on a mutually agreed date. No changes other than the agreed-upon amendments shall be considered during negotiations.

Section 8. The parties agree that they have bargained fully with respect to all proper subjects of collective bargaining and have settled all such matters as set forth in this agreement.