

PREAMBLE

This AGREEMENT is made by and between 10th Mountain Division (LI), Fort Drum Fire and Emergency Services Division, Fort Drum, New York as the “EMPLOYER” and the International Association of Firefighters (IAFF), Local F-105, hereinafter referred to as the “UNION”, hereinafter collectively referred to as the “PARTIES”. Whenever language in this AGREEMENT refers to specific duties or responsibilities of specific employee(s) or management officials or representatives, it is intended only to provide a guide as to how the situation may be handled. The PARTIES agree that the EMPLOYER retains the right to assign work and to determine who will perform the function (s) assigned.

It is recognized that the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the United States Army. Therefore, the provisions of the Labor Agreement will be interpreted in a manner to promote the requirement for an effective and efficient Fire and Emergency Services Division. The EMPLOYER recognizes the UNION’s statutory role as bargaining unit EMPLOYEES’ representative in all matters affecting conditions of employment and will not interfere with that responsibility. This includes the obligation to notify the UNION of changes in conditions of employment.

The PARTIES agree to support and enhance the mission. This agreement is grounded in a shared, overriding interest in delivering the highest quality products and services to the American public through an equal partnership between the PARTIES. In this regard, the PARTIES are committed to pursue solutions that promote partnership, to achieve increased quality, productivity, customer service, mission accomplishment, efficiency, quality of working life, employee empowerment, organizational performance, and military readiness, while considering the legitimate interest of both labor and management. Managers and UNION officials will work together as a team, with a common focus. In order to realize its full potential, labor and management at all levels must recognize that a sound relationship is built on the following principles:

Identify and focus on common interests and shared problems rather than on exclusive rights and conflicting positions;

Share information freely and openly in the decision-making process, recognizing that informed EMPLOYEES and UNION involvement adds value to the quality of a decision;

Strive to make workplace decisions by consensus, and accept accountability for them;

Build trust and treat each other as equals, with respect and appreciation for each party’s role and responsibility.

This AGREEMENT should be interpreted in a manner consistent with the requirements of an effective and efficient Government;

NOW THEREFORE the PARTIES hereto agree within the intent, spirit and meaning of P.L. 95-454, the Civil Service Reform Act of 1978, hereinafter referred to as the “ACT” and/or the “Statute” as follows: *P.L. 95-454 and the Civil Service Reform Act of 1978 have long since been modified and codified into the US Code under Title 5, Chapter 71. This provision is approved with the understanding that any reference to the “Civil Service Reform Act of 1978” or “P.L. 95-454” will more appropriately be interpreted as the current Chapter 71 of Title 5 of the US Code.*

ARTICLE 1

RECOGNITION AND UNIT DESIGNATION

SECTION 1: PARTIES

This AGREEMENT is made by and between 10th Mountain Division (LI), Fire and Emergency Services Division, Fort Drum, New York as the “EMPLOYER” and the International Association of Firefighters (IAFF), Local F-105, hereinafter referred to as the “UNION”, hereinafter collectively referred to as the “PARTIES”.

SECTION 2: COVERAGE

1. INCLUDED: All personnel who are assigned to primary duties involving firefighting, fire protection, and fire prevention who are directly assigned to the Fort Drum Fire and Emergency Services organization, Installation Management Agency, Fort Drum, New York.

2. EXCLUDED: All professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7) and personnel who support Fire and Emergency Services activities, but who do not have direct responsibilities for fire protection, firefighting and fire prevention duties such as alarm maintenance, clerical personnel, vehicle maintenance and post fire marshals.

SECTION 3: For purposes of this agreement all references to ‘EMPLOYEES’ is intended to mean ‘bargaining unit EMPLOYEES.’

SECTION 4: Termination of this AGREEMENT shall not, in itself, terminate the status of recognition granted the UNION.

ARTICLE 2

APPLICATION OF FEDERAL LAWS AND REGULATIONS

SECTION 1:

Within the context of the Federal Sector Labor Relations Statute, it is agreed and understood that in the administration of all matters covered by the Labor Agreement and any matters thereto, the EMPLOYER, the UNION and the EMPLOYEES shall be governed by existing and future laws of the United States, regulations, and policies of appropriate authorities including the Office of Personnel Management (OPM), and published agency policies and Operating Instructions which may be applicable and are in existence at the time of approval of this agreement. Subsequently published agency policies and regulations are subject to substantive and/or impact implementation (I&I) bargaining as required. Additionally, the PARTIES recognize that they are governed by applicable existing policies and regulations of appropriate authorities, such as Presidential Executive Orders, Comptroller General, Office of Management and Budget, Office of Personnel Management, the Department of Defense, the Department of United States Army policies and regulations, local Standard Operating Procedures, and Operating Instructions (OI's).

SECTION 2:

However, should any part or provision of the local agreement be rendered or declared invalid or illegal by reason of any existing or subsequent law, regulation, or ruling of proper authority, the invalidation of such part or provision of this agreement shall not invalidate any of the remaining parts or provisions of the agreement. If any portion of the agreement is declared invalid or illegal, then the affected PARTIES will meet within thirty (30) calendar days or as mutually agreed to re-negotiate the portion(s) of the agreement that was declared to be invalid or illegal. Portions of the agreement if not affected shall remain in full force and effect.

SECTION 3: TIMELY COMMUNICATIONS

Management has as it's objective the maintenance of cooperation and understanding between itself, the EMPLOYEES and the UNION, and to meet this objective, it is management's goal to have all communications that are intended for EMPLOYEES reach them, or be made available to them, on a timely basis.

SECTION 4:

Pursuant to USC 7114 (b) (4) and upon request, the EMPLOYER, or their representatives, will make available to the UNION a copy of existing policies and regulations, instructions and/or notices, Fire and Emergency Services Division SOP's, Operating Instructions, and regulations or laws which involve personnel policies and/or practices and/or matters affecting working conditions of unit EMPLOYEES if reasonably available. Normally the UNION will first attempt to obtain the materials via the Internet, provided the materials are reasonably available on the Internet and Internet service is available.

SECTION 5:

It is also agreed that higher authority regulations issued during the life of this AGREEMENT will not be applied if such application would be inconsistent or in conflict with existing provisions of this AGREEMENT unless agreed to by mutual consent of the PARTIES.

SECTION 6:

The EMPLOYER agrees to place the UNION on the distribution list to receive copies of all Fort Drum policies and regulations pertinent to civilian personnel and matters affecting working conditions of bargaining unit EMPLOYEES.

ARTICLE 3

RIGHTS OF THE EMPLOYEE

SECTION 1:

Each unit employee shall have the right to form, join, or assist the UNION 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 under 5 USC 71, such right includes the right -

1. 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 heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities.

2. To engage in collective bargaining with respect to conditions of employment through representatives chosen by EMPLOYEES under 5 USC 71.

SECTION 2:

The EMPLOYER agrees that as part of their orientation, all new employees hired in a position included in the unit will be informed of the UNION'S exclusive recognition and contact information. The EMPLOYER shall notify the UNION of the duty assignment and shift of all newly hired EMPLOYEES. The CPAC shall provide the new EMPLOYEE with a copy of the current negotiated AGREEMENT.

SECTION 3:

EMPLOYEES of the unit have the right, regardless of UNION membership, to bring matters of personal concern to the attention of appropriate official, without intervention of UNION officials, in accordance with applicable laws, rules, regulations, or established policies, except in cases negotiated under the negotiated grievance procedures as set forth in 5 U.S.C., section 7114 (a) (5).

SECTION 4:

EMPLOYEES will be given access to their Official Personnel File (OPF). An employee's personnel folder will be protected from unauthorized disclosure. Release of such information will be only as permitted under the Privacy Act.

SECTION 5:

The unit EMPLOYEES desiring to leave the work site for any reason will request approval from the on duty supervisor. The supervisor agrees not to arbitrarily deny such request, as set forth by provisions of this agreement.

SECTION 6:

The EMPLOYEES of the unit have the right to consult or meet with a UNION representative during the EMPLOYEES regular working hours and to be represented in a grievance or disciplinary action. This right to consult and be represented is as specified in this AGREEMENT.

SECTION 7:

Nothing in this AGREEMENT shall require an EMPLOYEE to become or 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.

ARTICLE 4

RIGHTS OF THE EMPLOYER

SECTION 1: Pursuant to 5 USC 7106, the EMPLOYER retains the right:

1. To determine the mission, budget, organization, number of EMPLOYEES, and internal security practices of the agency and

(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 an 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; and

(d) To take whatever action may be necessary to carry out the agency mission during emergencies.

2. Nothing in this Article shall preclude the EMPLOYER and the UNION from consulting and/or negotiating.

(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 which the EMPLOYER will observe in exercising any authority under this Article; or

(c) Appropriate arrangements for EMPLOYEES adversely affected by the exercise of any authority under this Article by the EMPLOYER.

ARTICLE 5

UNIONS RIGHTS, REPRESENTATION, USE OF SPACE AND EQUIPMENT

SECTION 1: RECOGNITION

The EMPLOYER agrees to recognize Officers and Agents designated by the IAFF National Office, Local Officers/Stewards of the UNION and duly designated local representatives of the UNION. The UNION is entitled to act for and negotiate collective bargaining agreements covering all EMPLOYEES in the unit. The UNION is responsible for representing the interests of all EMPLOYEES in the unit without discrimination and without regard to labor organization membership.

SECTION 2: UNION RIGHTS

The UNION shall be given the opportunity to be represented at any formal discussion between one or more representatives of the EMPLOYER and one or more EMPLOYEES in the unit concerning any grievance or any personnel policy or practice or other general condition of employment. The UNION shall be given the opportunity to be represented at any examination of an employee of the unit by a representative of the EMPLOYER in connection with an investigation if the employee reasonably believes that the examination may result in a disciplinary/adverse action against the employee and the employee requests representation. Annually the EMPLOYER will inform its EMPLOYEES of their rights of examination in connection with an investigation.

1. Any agency and exclusive representative in any appropriate unit in the agency, through appropriate representative, shall meet and negotiate in good faith for the purpose of arriving at a collective bargaining agreement. In addition, the agency and exclusive representative may determine appropriate techniques, consistent with the provisions of Section 5 U.S.C. Section 7114 and 7119 of these titles, to assist in any negotiation.

2. The rights of an exclusive representative under the provisions of this subsection shall not be construed to preclude an employee from –

(a) Being represented by an attorney or other representative, other than the exclusive representation, of the employee's own choosing in any grievance or appeal action; or

(b) Exercising grievance or appellate rights established by law, rule, regulation;

Except in the case of grievance or appeal procedures negotiated under this chapter.

(c) The duty of an agency and an exclusive representative to negotiate in good faith under subsection (1) of this section shall include the obligation –

(1) To approach the negotiations with sincere resolve to reach a collective bargaining agreement;

(2) To be represented at the negotiations by duly authorized representatives prepared to discuss and negotiate on any condition of employment;

(3) To meet at reasonable times and convenient places as frequently as may be necessary, and to avoid unnecessary delays;

(4) In the case of the agency, to furnish to the exclusive representative involved, or its authorized representative, upon request and, to the extent not prohibited, by law, data-

a. Which is normally maintained by the agency in the regular course of business;

b. Which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of the collective bargaining; and

c. Which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining; and

(5) If agreement is reached, to execute on the request of any party to the negotiation a written document embodying the agreed terms, and to take such steps as are necessary to implement such agreement.

3. The UNION is entitled to act for and negotiate collective bargaining agreements covering all employees in the unit. The UNION is responsible for representing the interests of all employees in the unit without discrimination and without regard to labor organization membership. The UNION, however, does not have the duty or responsibility to represent bargaining unit employees that are non-members of the IAFF Local F-105 in any appeal to the Merit Systems Protection Board. The EMPLOYER agrees that there shall be no restraint, interference, coercion, or discrimination against a UNION officer/steward because of the performance of official union functions.

SECTION 3: DESIGNATION/RECOGNITION OF OFFICERS

1. The UNION agrees to furnish the Labor Relations Officer with a list of elected and/or appointed officers and Executive Board of the IAFF Local F-105 annually, or as needed. The EMPLOYER will not provide official time to any UNION representative not on the current list.

2. The EMPLOYER agrees to recognize the elected and/or appointed officers and Executive Board of the IAFF Local F-105. The UNION agrees to submit to the EMPLOYER within ten (10) calendar days of election and/or appointment a list of officers and Executive Board and to update the names as changes occur.

SECTION 4: OFFICIAL TIME DURING WORKING HOURS

1. Official time is to be used for conducting official representational duties and responsibilities of the UNION pursuant to 5 USC Chapter 71 and this Agreement. Official time will be provided in accordance with Section 5 of this Article.

2. The UNION President, Officers and Stewards shall be granted a reasonable amount of Official Time to conduct representational activities during hours of work. This shall not preclude the person from his/her responsibility to respond to emergencies and participate in station clean up, physical training (PT) and other training. Examples of representational activities include:

- (a) To investigate EMPLOYEE allegations and to represent EMPLOYEEES of the UNION in presentation of oral replies, grievances, and investigations necessary prior to filing Unfair Labor Practice Charges;
- (b) To consult with Supervisors or Management Officials and to prepare for such consultations;
- (c) To prepare for and attend formal discussions or investigatory interviews;
- (d) For one official to represent EMPLOYEEES at grievance arbitration hearings and FLRA proceedings;

- (e) A number of officials not exceeded the number of EMPLOYER officials at impact and implementation bargaining meetings;
- (f) Attendance at committee meetings and partnership meetings and activities.

SECTION 5: RELEASE PROCEDURE FOR OFFICIAL TIME

1. When a designated UNION representative desires to use official time during work hours at his/her officially assigned fire station or at another on-post location, that representative must first report to and obtain permission from the supervisor, identifying the general nature of the function to be performed, destination on post, and the estimated duration, etc. If the supervisor denies the request based on workload or other job related reasons, the supervisor will release the UNION representative at the first opportunity. 2. When the UNION representative intends to meet with bargaining unit EMPLOYEES in another work area, the representative's supervisor shall make arrangements for such meeting with the supervisor of the employee involved, subject to workload conditions.

3. Upon release on "official time" and return to work, the official time request will be completed by the supervisor and the UNION representative. The supervisor will retain the completed form for tracking purposes.

4. UNION Officials shall record their "official time" in time and attendance record appropriately.

It is recognized that it may be necessary on occasion for a UNION officer or Steward to leave his/her assigned fire station during standby hours to conduct official representational functions at another on-post site. These trips will be allowed at the EMPLOYER's discretion. Requests under this section will not be arbitrarily denied.

SECTION 6: ADMINISTRATIVE EXCUSAL OFFICIAL TIME FOR UNION SPONSORED TRAINING AND CONFERENCES

EMPLOYEES who are officers/stewards may be excused without charge to leave in conjunction with attendance at UNION sponsored training sessions/conferences on labor relations subjects provided the employee's services can be spared and such attendance is determined by the EMPLOYER to be of mutual concern to the EMPLOYER and the UNION and the EMPLOYER's interest will be served by the employee's attendance. The UNION will bear the responsibility for showing how the training will have the required benefit to the EMPLOYER. The UNION shall submit requests for administrative excusals at least ten (10) calendar days prior to the requested training along with an agenda with information on the material to be covered in the training session or conference in support of the request. The EMPLOYER agrees upon advance written request, EMPLOYEES who are elected officials or stewards may be excused without charge to leave for up to 432 hours per contract year. Requests for administrative excusals will be accommodated provided they do not adversely impact other training or deployments. Requests submitted will be accommodated provided they do not adversely impact already-approved personal leave requests.

SECTION 7: INSTALLATION ADMITTANCE OF UNION OFFICIALS

The EMPLOYER agrees that officers or duly designated representatives of the UNION or National officers, who are not EMPLOYEES of US Army, will be admitted to the installation upon request to the EMPLOYER by the UNION in accordance with the installation security regulations. Whenever possible, the UNION shall inform the Fire Chief and Labor Relations Office that such a visit is desired at least seven (7) calendar days prior to the visit so that admittance may be arranged in advance.

SECTION 8: UNION MEETINGS AND INTERNAL UNION BUSINESS

1. Official time is not authorized for such activities as outlined in 5 USC 7131 (b) such as solicitation of membership, collection of employee's dues, campaigning for office, distribution of literature, or other matters pertaining to the internal business of the UNION. Such internal UNION business must be accomplished during non-duty time.

2. The EMPLOYER will make an area of the fire station(s) or a reasonable location requested by the UNION available for the purpose of holding regular scheduled meetings. The UNION agrees to inform the EMPLOYER at least two weeks in advance of said meeting if it will be held in the fire station. The UNION will be responsible for leaving the building in the same condition as it was prior to the meeting.

3. UNION meetings between UNION officials and EMPLOYEES will be held on the 3rd weekend of January, April, July and October in the classroom located in fire station 2. Additional meetings may be requested, and are subject to approval from the Senior Fire Officer on duty, and will not interfere with training or mission requirements.

SECTION 9: COMMITTEES

The EMPLOYER agrees to UNION representation on any standing Committees on the installation, which have EMPLOYEE representation and involve mutual interests of the membership and the EMPLOYER. UNION representatives will be excluded from internal management deliberations.

SECTION 10: BULLETIN BOARDS

The EMPLOYER shall provide adequate bulletin boards for the use of the UNION in fire stations or facilities at convenient locations accessible to EMPLOYEES. Material posted will comply with the Department of Defense Standards of Conduct.

SECTION 11: USE OF SPACE AND EQUIPMENT

The EMPLOYER agrees the UNION needs to conduct business in a modern and professional manner. To that end the EMPLOYER agrees to allow officers and stewards reasonable use of EMPLOYER copy machines, fax machines, computers and phones within their immediate work area so long as it is for official use. An email account and access to post mail distribution system will also be provided. The PARTIES agree that the UNION will be provided Office space and

equipment within fire station 2.

ARTICLE 6

PAYROLL DEDUCTIONS OF UNION DUES

SECTION 1:

In conformance with applicable Office of Personnel Management Regulations and policies of the Department of the Army, the EMPLOYER will withhold UNION membership dues, as voluntarily allotted by unit members of the UNION.

SECTION 2:

Withholdings shall include the regular periodic amounts to maintain the EMPLOYEE as the member in good standing as determined by the UNION, but shall not include initiation fees, special assessments, back dues and fines.

SECTION 3:

Allotments for UNION dues must be authorized on Standard form 1187. The title of this form is "Request and Authorization for Voluntary Allotment of Compensation for Payment of EMPLOYEE Organization Dues." The UNION is responsible for informing its members of the allotment program, its voluntary nature, the use and availability of the standard form, and that dues withholding may be only voluntarily revoked on the anniversary date of the commencement of the dues withholding.

SECTION 4:

Unit members wishing to participate in the dues withholding program must obtain Standard Form 1187 from the UNION. The UNION completes Section A of the form and the EMPLOYEE fills in the remaining blanks. The UNION is responsible for delivery of the completed original copy of the Labor Relations Officer, CPAC.

SECTION 5:

Union dues will not be withheld when an EMPLOYEES'S net salary for the payroll period involved is insufficient to cover the dues after other legal and required deductions have been made.

SECTION 6:

It is agreed that the amount of dues to be withheld shall remain unchanged until the UNION certifies to the CPAC that the amount of dues has changed for a particular member, or members, showing the specific amount of the new deduction. Such changes shall not be made more frequently than once each 12 months, measured from the date of the first change made by the UNION. Notification of dues changes must be received by the CPAC prior to the beginning of

the pay period for which the change is effective.

SECTION 7:

Dues withholding will be discontinued when the allotter dies, retires, is separated from the Federal Service, or transfers to an organization segment which has not been accorded exclusive recognition; upon loss of exclusive recognition by the labor organization; when the Agreement providing the dues withholding is suspended or terminated by the appropriate authority outside DoD. Dues withholding will also be discontinued upon receipt of notice from the UNION that the EMPLOYEE has resigned, been suspended, been expelled, or for any other reason ceases to be a member in good standing of the UNION. The UNION is responsible for submitting such notices to the Labor Relations Officer, CPAC.

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.

SECTION 9:

EMPLOYEEES may terminate their withholding of dues within 30 days after their enrollment anniversary by submitting a SF 1188 to an officer of the UNION who will verify that the EMPLOYEE has paid dues for one year, initial it, and promptly turn it in to CPAC. Dues will be withheld for the pay period in which the anniversary dates falls, and then will cease.

ARTICLE 7

MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATION

SECTION 1:

It is agreed and understood that matters appropriate for negotiation and consultation between the PARTIES are personnel policies and practices and matters affecting general working conditions of the employees in the unit which are within the discretion of the EMPLOYER that include, but are not limited to such matters such as safety, training, labor management corporation, employees services, methods of adjusting/resolving grievances, provisions of supplies and equipment, design or modification of equipment or buildings that may affect or change or in any way the living conditions, granting leave, trade time (mutuals), promotion plans, demotion practices, pay procedures, reduction in force practices, hours of work, overtime, etc. Such negotiations will be in accordance with the requirements of the statues and this AGREEMENT. The EMPLOYEER will not unilaterally change any provisions of this AGREEMENT or implement any new regulations, policies, or practices, which are within the discretion of the EMPLOYER without affording the union the opportunity to bargain concerning the change and or the impact or implementation of the change to the extent consistent with law or regulation.

SECTION 2:

For the purpose of this agreement, consultation is defined as any dialogue, either written or oral, between the PARTIES and unlike negotiations does not require a mutually acceptable compromise between the PARTIES. The EMPLOYER agrees to consult, upon request of the UNION, on matters that are excluded from negotiation by 5 USC 7106 (Article 7). When consultation occurs, the EMPLOYER agrees to consider the views that were presented by the UNION when finalizing its position.

SECTION 3:

For the purpose 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 if requested by either PARTY.

SECTION 4:

The EMPLOYER agrees that before issuing a new or revised Standard Operating Procedures, or Operating Instruction, containing negotiable provisions, a draft of the Directive/Instruction will normally be provided to the UNION thirty (30) days prior to the intended implementation date. Proposed change(s) to working conditions will be provided to the UNION at least (14) calendar days prior to the proposed implementation date. The UNION may, prior to the intended implementation date, request that the EMPLOYER bargain or consult on the negotiable changes of the draft Directive/Instruction. Such request shall be in writing and accompanied by the UNION's proposals. The decision to negotiate or consult shall be irrevocable. Requests for extensions of time limits will not be unreasonably withheld. If the UNION fails to

make a written request to bargain or consult prior to the intended implementation date, the change may be affected by the EMPLOYER. The EMPLOYER agrees not to implement any changes until all negotiations are completed and agreed to by the PARTIES, unless a compelling need exists.

SECTION 5:

Normally, the UNION point of contact for the purpose of consulting and/or negotiating on any issue regarding the administration or application of this AGREEMENT shall be the duly elected President or his/her designated representative. If neither of these officials is available, the UNION will insure that a duly authorized representative will be present and have full authority to perform such functions.

The normal POC for day to day operations is the Fire Chief (or his designee). The UNION President is the POC and will be contacted on duty otherwise; the designated representative will be contacted.

ARTICLE 8

HOURS OF WORK

SECTION 1: GENERAL

1. Operations branch: The normal work schedule for this section is a 144 hours per pay period. The normal work schedule for these EMPLOYEES shall be from 0800-0800 and shall consist of eight hours of actual work and sixteen hours of standby time for each 24 hour period of work. Normally, EMPLOYEES will secure from actual work to standby status at 1600 unless mission requirements dictate otherwise. Operation personnel will be granted a 1 hour lunch break and 2 breaks, (1) in the A.M. and (1) in the P.M. EMPLOYEES will not leave the confines of the installation, and/or the fire station assigned without authorization from the immediate supervisor and will be ready to respond when called. For the purpose of this agreement actual work and standby status are defined as follows:

An employee is in "standby" status only at times when he/she is not required to perform actual work as described above and is free to eat, sleep, read, listen to radio, watch television or engage in other similar pursuits. The UNION recognizes the EMPLOYER may have to require work during standby time to support the mission. If the EMPLOYER determines it is necessary to work during standby time the work will be performed as expeditiously as possible. The EMPLOYER agrees to maintain the current practice of modifying normal duty hours if a work/standby requirement is known in advance. EMPLOYEES will be notified at the earliest possible time that their core hours will be modified.

2. Fire Inspectors: During the 24 hour shift FIRE INSPECTORS will perform duties as assigned by management IAW the Firefighter Pay Act.

SECTION 2: EMPLOYER CHANGES TO THE ESTABLISHED WORK SCHEDULE

1. The PARTIES acknowledge and agree that the Agency has the right to assign work and reassign EMPLOYEES in accordance with Article 4.

2. The EMPLOYER retains the right to change Kelly Days and/or reassign (from one shift to the other shift) or transfer (from one station to another station) EMPLOYEES to meet mission requirements. When it is necessary to adjust Kelly Days, reassign and/or transfer employee(s) the EMPLOYER will solicit qualified volunteers to satisfy the mission requirements. If there are no volunteers, the least senior EMPLOYEE will be assigned. If there is more than one volunteer the most senior EMPLOYEE will be given the assignment.

3. EMPLOYER agrees to make every effort to accommodate prior scheduled time off when changing schedules.

4. The EMPLOYER agrees to normally notify the EMPLOYEES of changes in Kelly Days or reassignment at least 14 calendar days in advance, unless mission exigency precludes such notice.

SECTION 3:

Requests for station and shift assignments will be submitted to the Assistant Fire Chief in September of each year. Considerations for reassignment will be based on the following factors: employee qualifications, mission requirements and training needs. These reassignments will be effective in January of the following year. If the requested reassignment cannot be honored an explanation will be given in writing, if requested, or verbally. Management agrees not to arbitrarily move EMPLOYEES.

ARTICLE 9

OVERTIME PROCEDURES

SECTION 1: GENERAL

The PARTIES agree that from time to time there will be the requirement to work overtime in compliance with minimum staffing requirements set forth in DOD, NFPA and Army directives. The PARTIES agree that assignments to overtime will be distributed as equitable as practicable among EMPLOYEES who have the prerequisite skills, qualifications and certifications necessary to perform the tasks for which overtime is required.

SECTION 2: PROCEDURES FOR OPERATIONS PERSONNEL

1. When immediate overtime is needed, the EMPLOYER will call stations, in a rotating order. The order of rotation of stations will remain in effect for a 24 hour period. This will be a record maintained by the Assistant Chiefs and updated each time it is used. This record will be made available upon request to the UNION to see. The Station Officer shall solicit for volunteers to work the overtime first, in order of seniority or by a specific grade if needed. If a qualified

volunteer with the necessary knowledge, skills and abilities, is found for the period of time needed the process will stop. If there are no volunteers at that current station, the request for filling the overtime will go to the next station on rotation. If there are no volunteers, the requirement falls back to the mandatory overtime list.

2. EMPLOYEES starting their Kelly day or approved scheduled time off will not be mandated to work overtime during any period in conjunction with their Kelly day or scheduled time off, until such time as management has used all other available means.

3. The EMPLOYER will make every effort to notify individuals who may be affected by the overtime as much in advance as possible. If the overtime is known prior to 2100 hours the day before, the EMPLOYER will check with those individuals on Kelly day in order of seniority, or specific grade if needed. 4. If overtime is needed for a full 24 hour shift, and the first volunteer states that they will take the full 24 hour shift they will be accommodated. Otherwise 24 hour shift overtime may be filled in 12 hour increments.

5. If an EMPLOYEE is directed to work overtime and cannot find a suitable replacement, they shall have the right to request to be bypassed for that particular overtime assignment provided they have compelling reason acceptable to the EMPLOYER. The EMPLOYEE will give due consideration to scheduled medical appointments and child care emergencies. If the request is not granted the EMPLOYEE will be required to work. 6. An EMPLOYEE who works the overtime will have the choice to be compensated by overtime pay or compensatory time in accordance with law, rule and Agency wide regulation.

7. EMPLOYEES will be subject to recall in unforeseen emergencies. Should the recalled EMPLOYEES services not be needed when the EMPLOYEE reports for duty he/she will receive a minimum of two hours of overtime pay or comp time will be granted. EMPLOYEES will not report for a recall if they have not been requested. EMPLOYEES will be recalled based on travel distance.

8. Appropriate arrangements shall be made for the EMPLOYEE to obtain food and or incidentals while working overtime assignments which are extensions of their regular shifts.

SECTION 3: EMERGENCY REQUIREMENTS

The PARTIES agree that the EMPLOYER may take whatever steps are necessary to meet emergency requirements or prevent mission degradation. Specific problems raised by the UNION will be presented to the Fire Chief for resolution.

ARTICLE 10

LEAVE PROCEDURES

All leave entitlements referenced in this Article will remain in effect and be administered in accordance with law, regulation and related guidance in effect for the period covered by the leave request. The PARTIES acknowledge that leave otherwise provided for in this article may

be denied due to mission requirements. Knowledge, skills and abilities of the EMPLOYEE maybe considered when acting upon requests for leave.

SECTION 1: ANNUAL LEAVE

1. Unit EMPLOYEES shall accrue annual leave in accordance with 5 U.S.C. 6303 and any other applicable laws and regulations. The EMPLOYER agrees to make reasonable effort to schedule and to approve requested annual leave in such a manner throughout the leave year so that no employee will forfeit leave.

2. Annual and sick leave will be charged in increments of 15 minutes per DCPS (Defense Civilian Pay System).

Scheduling Annual Leave: The leave scheduling book will be passed by the Assistant Chief of Operations A and B shift's, and Fire Prevention to all EMPLOYEES for the purposes of scheduling leave. In order of seniority, EMPLOYEES will be afforded the opportunity to pick periods of leave consistent with anticipated leave balances. The next senior EMPLOYEE will then pick periods of leave and so on until the list is complete. Both parties agree that the leave book will not be held for more than three calendar days by an EMPLOYEE. If an EMPLOYEE is scheduled to be off during the period when they would receive the book, they will give a list of the dates they would like to have to their immediate senior fellow EMPLOYEE. The EMPLOYEE will provide an alternate list of preferred dates in the event of the first choice of dates have been previously filled. If any scheduling conflict shall arise EMPLOYEES shall be given the opportunity to resolve the conflict. If conflict cannot be resolved seniority shall prevail. The leave scheduling book shall be opened on 1 September and closed on 15 December (pre-schedule period) each year for the purpose of employees submitting their leave request for the upcoming year. After the leave scheduling book has been passed to all employees in accordance with the CBA, the first five (5) scheduled operational personnel will be approved for annual leave for that day, when consistent with minimum staffing. Employee names will be placed in the leave book based on seniority. Once the leave book has been closed and published, any names beyond the five (5) approved names will be approved or disapproved on a case-by-case basis, except that if any one of the first five (5) employees withdraws their name, the next name will move up into that slot.

Military Leave does not count against the first five (5) in the book during the pre-schedule period.

3. Once the Leave Book has been approved and published, and the New Year has started, additional leave requests will be submitted to the employee's supervisor on OPM Form 71 and added to the book. Leave requests will be approved or disapproved on a case-by-case basis on mission. When multiple requests for incidental annual leave, for other than the time periods identified above are received, the EMPLOYEE having come forward first will be granted annual leave. Annual leave beyond the first five approved, will not be approved if it causes overtime. Employees who are in a pending leave status, will call into the on duty Assistant Chief and/or acting Assistant Chief at 0700 hours to find out if their leave is approved.

4. Seniority: Seniority will be based upon civilian federal fire fighter time, for all matters related to this article. Any tie regarding seniority shall be resolved on the basis of (1) grade currently held, (2) time and grade currently held.

5. Annual Leave: EMPLOYEES may request advanced annual leave. A request for advanced annual leave will be made by the employee in writing to their immediate Supervisor, and followed up through the chain of command for approval. If the request is disapproved, the reason will be given in writing.

SECTION 2: SICK LEAVE

Sick leave shall be earned and administered in accordance with applicable regulations and this Section. Sick leave requests should be approved for all EMPLOYEES when they are incapacitated for duty by sickness, injury, pregnancy, confinement, medical, dental or optical treatment, or examination, or when a member of the employee's immediate family is afflicted with a contagious disease and the employee's presence at work would jeopardize the health of others. EMPLOYEES must request sick leave by contacting the on-duty supervisor or their designee by telephone as soon as possible, but in no case less than one (1) hour before the start of the employee's scheduled tour of duty. Absences must be reported daily unless otherwise approved by the supervisor.

In accordance with 5 CFR 630.405 absences of more than three consecutive work days must be supported by medical documentation (or other administratively acceptable documentation for absences) unless the supervisor specifically waives this requirement, the parties recognize that self-certification of illness or incapacitation may be acceptable for a period of three days or less.

When an EMPLOYEE is absent for three (3) or more consecutive workdays due to illness or injury, exposed to a contagious disease, or is directed by a health care provider, they must be cleared by the EMPLOYER'S Occupational Health Clinic or the MEDDAC designee before reporting to their work site. Contagious disease means a disease which is ruled as subject to quarantine, or isolation as directed by a health care provider. If the Occupational Health Clinic or the MEDDAC designee is not available the EMPLOYEE may work in a light duty assignment, if available, consistent with Article 21 until cleared by MEDDAC designee.

1. Sick leave for medical appointments will be requested from the EMPLOYEE'S Supervisor or his/her designee as soon as the EMPLOYEE is aware of the appointment, except in emergency situations. In any case, it is agreed and understood that an EMPLOYEE'S immediate Supervisor or his/her designee is the only one who can approve prearranged sick leave.

2. Abuse of Sick Leave: Sick leave abuse may be defined as a pattern of excessive, regular use, such as every Monday or Friday, or after or before holidays on a regular basis, etc. These are just examples and do not represent all patterns that would be considered abuse. Scheduled appointments are not reflective of patterns. Sick leave use, regardless of quantity, does not by itself constitute a pattern of abuse.

3. Sick Leave: EMPLOYEES may request advanced sick leave. A request for advanced sick leave will be made by the employee in writing and it will include a certificate from a competent medical authority describing why the employee should be granted the absence and the doctor's professional opinion as to the employee's expected ability to return to duty following the absence. If the request is disapproved, the reason will be given in writing. 7. General Sick Leave, or Bereavement: This provision will be administered in accordance with 5 CFR Part 630 and this agreement. The appropriate definitions to be used to define family members are found in 5 CFR Part 630. This provision entitles EMPLOYEES to use accrued sick leave for purposes of providing care for a family member as a result of physical or mental illness, injury, pregnancy, child birth or medical, dental or optical examination or treatment; for making arrangements necessitated by the death of a family member or for attending the family member's funeral and for absences specifically related to the adoption of a child. Requests for sick leave under this provision will normally be submitted to the appropriate supervisor in advance of the date that the leave is to start and will be submitted on a OPM Form 71. EMPLOYEES with an uncommon tour of duty may use an amount of sick leave not to exceed the number of sick leave hours normally accrued by that employee in a leave year.

SECTION 3: LEAVE WITHOUT PAY (LWOP)

The EMPLOYER agrees to consider requests from the UNION concerning leave without pay for the purpose of participating in UNION matters. EMPLOYEES in a leave status, with or without pay, shall maintain all rights and privileges, including rights to all pay raises resulting from Congressional action in accordance with applicable regulations. It is understood, however, that extended leave without pay may affect various employee benefits and entitlements (e.g., service credit, leave accrual, eligibility for within grade increases, health/life insurance premiums).

SECTION 4: FAMILY AND MEDICAL LEAVE ACT (FMLA)

The Family and Medical Leave Act provides a standard approach to providing family and medical leave to unit EMPLOYEES by providing an entitlement of up to twelve (12) administrative workweeks of "unpaid" leave during any twelve (12) month period for certain family and medical needs as described in 5 USC 630.1203(a).

SECTION 5: EXCUSED ABSENCE

Voting Leave: An employee who requests voting leave may be allowed up to three (3) hours for this purpose consistent with current laws, rules and regulations. EMPLOYEES will be encouraged to vote by absentee ballot whenever possible.

Court Leave: The effective administration of court leave requires the exercise of good judgment in order to avoid imposing hardship on EMPLOYEES. EMPLOYEES assigned to night shift/stand by tours of duty are granted court leave comparable with EMPLOYEES assigned to regular day shift work. EMPLOYEES absent for court related services will be paid in accordance with appropriate regulations. The employee will suffer no loss of pay including appropriate overtime pay. An employee released without serving will return to duty in a reasonable amount of time (normally two hours), if scheduled for duty. An employee not released from court leave but excused or discharged by the court either for an indefinite period in excess of one (1) day or a substantial portion thereof, is not entitled to court leave, but must report to duty (normally within two hours). An EMPLOYEE not released before 1800 hours shall be excused for the remainder of their shift if they are to return to court the following day. An employee in a duty status who is required to report the following morning for witness/court service will be released at 2000 hours on the duty day.

Blood Donor Leave: An EMPLOYEE donating blood products, such as platelets or plasma products, without compensation, during duty hours may be granted excused leave up to four (4) consecutive hours on the same day the blood was donated. Upon return to duty, EMPLOYEE must show Supervisors their signed blood donation record card as proof of donation. An EMPLOYEE who attempts donation but is turned away for any reason will return to duty immediately. A longer period up to four (4) additional hours may be allowed for recuperation when supported by a medical certificate.

Absence to Serve as a Bone Marrow or Organ Donor: An employee is entitled to use seven (7) calendar days of paid leave each calendar year (in addition to annual or sick leave) to serve as a bone-marrow donor and an employee may use seven (7) to thirty (30) calendar days of paid leave as an organ donor. Bone-marrow or organ donor leave may be used, but is not limited to, such situations as blood testing, tissue testing, counseling, physical examinations, travel time, surgery and recuperation. EMPLOYEES who are screened, but not accepted as donors, are entitled to bone marrow or organ donor leave for the time involved in conducting the screenings. Medical procedures and recuperation depend on the circumstances of each case. A medical certificate will be provided for any time used under this provision. The amount of excused leave granted will be prorated based on the EMPLOYEE'S uncommon tour of duty.

The EMPLOYER recognizes the health, welfare, moral, and safety of its EMPLOYEES while traveling to and from their place of employment it is agreed that during severe weather conditions when the installation is on reduced manning except for emergency essential employees, and or highways are closed or impassable, EMPLOYEES may be given excused absence by the supervisor (up to one hour) if they are late reporting for work. EMPLOYEES who will be late reporting will make every effort to contact their supervisor. Requests for more than one hour must be submitted to the supervisor within five calendar days for forwarding to the Garrison Commander. The decision of the Garrison Commander is final and will not be subject to agency or negotiated grievance procedure.

SECTION 6:

Military Leave: The period of 1 September through 15 December will be available to schedule military leave for the upcoming annual military training. It is expected that the EMPLOYEE will provide the earliest possible notice to changes of annual military training. EMPLOYEES absent for military leave will be paid in accordance with appropriate regulations.

SECTION 7:

Among the EMPLOYER'S conditions of employment is the requirement to be punctual in reporting for duty. When EMPLOYEES are tardy/absent for reasons other than inclement weather, Supervisors may:

- (a) Excuse tardiness/absences up to 59 minutes.
- (b) Consider the employee's request for annual leave.
- (c) Consider the employee's request for leave without pay.

SECTION 8: HOLIDAY ANNUAL LEAVE:

Federal holidays are identified in the Federal Register. Leave request for federal holidays shall be granted on a rotating basis by seniority. When the leave book is open, EMPLOYEES may request leave to include holidays. The leave will not be approved for an EMPLOYEE who has had leave on that particular holiday when other EMPLOYEES who have not had leave on that particular holiday have requested that same day. If an EMPLOYEE did not request leave for a holiday when the book was open, they may later request the leave but cannot bump another EMPLOYEE who had leave approved for that day. The rotation will reset every fifth year.

SECTION 9: USE OR LOSE LEAVE

Use or lose annual leave must be scheduled by 30 June of each year. If use or lose leave is not scheduled by this time, the supervisor in consultation with the EMPLOYEE, will schedule use or lose annual leave. Use or lose annual leave will not be given preference over any previous scheduled leave.

ARTICLE 11

EXCHANGE OF DUTY / SHIFT EXCHANGE

SECTION 1: TRADING OF TIME

It is understood and mutually agreed to by the PARTIES that the common practice of trading of time between bargaining unit EMPLOYEES, to substitute for one another on regularly scheduled tours of duty is permitted, provided that there is no effect on hours of work and that the following conditions are met:

1. EMPLOYEES who wish to trade time must submit a request in writing or electronically

to appropriate supervisor at least one day prior to the first day of the exchange. The EMPLOYER may consider untimely requests submitted as a result of circumstances beyond the requesting EMPLOYEE'S control. The supervisor will approve/disapprove the request and maintain a record of all time traded. Disapproval, with justification thereof, will be provided in writing to the employee.

1. The trade must not result in any change to the compensation of either employee. Such exchanges shall not result in either employee working more or less than his/her total scheduled hours during a pay period or create a situation in which one or more EMPLOYEES would be entitled to additional compensation of any kind.

2. These changes will not degrade mission capability.

3. All time traded must be paid back in accordance with applicable current laws, rules and regulations.

4. An EMPLOYEE who exchanges duty time must be fit for duty when reporting for work.

SECTION 2: EARLY RELIEF

Early relief. EMPLOYEE for EMPLOYEE early relief may be allowed for up to one hour as long as the two employees involved are of equal grade and or qualification and verbal approval from the supervisor. The practice of early relief will not in any way, have an effect on the increase or decrease of compensable hours of either employee. All time traded must be paid back in accordance with applicable current laws, rules and regulations.

ARTICLE 12

MERIT PROMOTION

SECTION 1: MERIT PROMOTION

The goal of the merit promotion system is to ensure that the skills, qualifications, achievements, and promotion potential of EMPLOYEES are recognized and fairly considered in the staffing process. When merit promotion procedures are utilized for filling unit positions, the promotion policy set forth in this Agreement and other applicable laws, rules, regulations and instructions shall apply. Special emphasis will be placed upon eliminating all forms of discrimination and favoritism, especially as they relate to selection for promotion.

SECTION 2: VACANCIES

It is understood that vacancies within the bargaining unit may be filled either through merit promotion or from other appropriate sources, including the Priority Placement Program.

The Fire Chief or his designee will inform the local UNION President or his designee of vacancies within the bargaining unit as the positions become vacant, and/or any time the TDA changes.

The PARTIES recognize that unit EMPLOYEES interested in promotion must obtain the required certifications under the DoD Fire Fighter Certification Program pursuant to the latest revisions or any subsequent policy of higher authority concerning certification.

SECTION 3: REQUEST CHANGE TO LOWER GRADE/REASSIGNMENT

Any bargaining unit employee may request in writing a change to a lower grade.

An employee desiring to reassign within Fire and Emergency Services Division may submit a written/signed request addressed to the immediate supervisor. Any reason for denial will be given in writing to the employee within a reasonable amount of time. The supervisor will not arbitrarily deny the request.

ARTICLE 13

TEMPORARY PROMOTIONS/DETAILS

SECTION 1: TEMPORARY PROMOTIONS

1. The EMPLOYER agrees that the use of temporary promotions and details within the unit shall be consistent with the spirit of the merit system. When the EMPLOYER determines it practical to rotate temporary promotions or details, such rotation shall be fairly administered and will be consistent with merit principles. Any bargaining unit employee temporarily promoted to perform the duties of a higher grade will receive the pay that is authorized for such positions. 2. The EMPLOYEES who accept temporary promotions will be returned to previous position held.

SECTION 2: DETAILS

1. Details exist when an EMPLOYEE continues their current status and pay, and is temporary assigned to an un-established position, or in an established position, with a higher or lower basic pay rate, a different occupational line of work, or a position requiring different qualifications from those required in official position assignment.

2. When it is known in advanced that a detail will exceed 30 days in a higher graded position, the EMPLOYEER will effect a temporary promotion action if the EMPLOYEE is qualified. Details in excess of 30 days to a higher grade position or to position with more promotion potential OR for 120 days consecutive to an unclassified position or to the same lower grade position will be recorded by a completed request for personnel action.

ARTICLE 14

REDUCTION IN FORCE/FURLOUGH/SHUTDOWN

SECTION 1: GOVERNING REGULATIONS

Reduction in force (RIF) shall be administered in accordance with applicable laws and regulations.

SECTION 2: NOTIFICATION AND REGISTER REVIEW

The EMPLOYER shall notify the UNION as far in advance as possible of any planned reduction-in-force affecting bargaining unit EMPLOYEES. The UNION may then designate one representative to review the retention register. The EMPLOYER agrees to give the UNION a reasonable amount of time to meet with the EMPLOYER or his/her designated representative to express its views and position regarding the reduction-in-force. In the event of a reduction-in-force, existing vacancies shall be utilized to the maximum extent feasible to place qualified EMPLOYEES who otherwise would be separated from the service.

SECTION 3:

The request for information concerning the RIF will be processed consistent with 5 U.S.C 7114 (b) (4). Management agrees to provide the UNION new RIF information as it becomes available.

SECTION 4: FURLOUGH / SHUTDOWN

In the event the EMPLOYER determines a furlough is required the following procedures will apply:

1. The UNION will be informed in advance as much as possible:
 - a. Reason for furlough
 - b. Expected length of furlough
 - c. Estimation of the number of employees affected by furlough
2. All personnel actions will be accomplished in accordance with applicable laws, rules and regulations.

Any previous furlough agreements may be used as guidelines for future furlough actions.

ARTICLE 15

CLASSIFICATION OF POSITION DESCRIPTIONS

SECTION 1:

EMPLOYEES in the unit may consult with their Supervisors on an informal basis when EMPLOYEES allege inequities in the classification of their positions. The EMPLOYEE may be represented or seek assistance from the UNION in pursuing appeals in connection with position classification matters. The right to appeal any position without fear or restraint, prejudice or reprisal, is retained by all EMPLOYEES. EMPLOYEES have the right to seek adjustment within the Department of Defense regarding pay category, title, series, or grade of the position IAW applicable regulations. Upon request, EMPLOYEES will be furnished information on appeal rights and the procedures for filing an appeal.

SECTION 2:

When revisions to the position descriptions of EMPLOYEES in the unit are planned, the EMPLOYER agrees to inform the UNION in writing.

ARTICLE 16

FORMAL, INFORMAL, EDUCATION, CERTIFICATIONS AND TRAINING

SECTION 1:

This section covers training in line with firefighter proficiency training and firefighter certifications. The purpose of this article is to enhance the training process, improve performance, and strengthen the professionalism of all Fire and Emergency Services personnel. The established training program cited in this article measures the competence of Fire and Emergency personnel and provides quality control elements for the training process. These measurements and quality control elements will be accomplished through the administration of standardized written and performance evaluations. Furthermore, the PARTIES agree that unit EMPLOYEES are required to participate in the DoD Fire and Emergency Services Certification Program and be certified to the position occupied. It is not the intent of the EMPLOYER to use the DoD Certification Program to adversely affect the status of a bargaining unit employee. The EMPLOYER will assist and support Emergency Medical training and certification. The EMPLOYER is committed to making every reasonable effort to assist the employee in attaining the required certifications. To this end, the EMPLOYER and the UNION agree that the professional competence of EMPLOYEES in the bargaining unit is important in accomplishing both the mission of the EMPLOYER and the Federal career goals of the employee. To that end it is important that the EMPLOYER provides relevant training programs and that EMPLOYEES are dedicated to their self-improvement through active participation in those programs. Consequently, both PARTIES agree to fully support the Department of Defense (DoD) Fire and Emergency Services Certification program outlined in DoD 6055.06-M and other relevant development opportunities.

1. Management agrees to fund all training, provided funding is available. Additionally, management agrees EMPLOYEES may submit requests for permissive TDY for firefighters taking classes that benefit the individual's career and formal educational goals, consistent with fire service training and Individual Development Plan, and/or is a benefit to the federal government. All requests must be IAW all applicable laws, rules and regulations. (a) If training is within the local area, i.e. Jefferson County, City Watertown, and or the State Fire Academy an administrative vehicle may be used if available.

(b) Scheduled leave will have precedence over any request for training on those days where staffing levels fall below staffing requirements. Annual leave granted from the first of the year may be converted to permissive TDY IAW all applicable laws, rules and regulations. (c) The UNION agrees to encourage EMPLOYEES in the unit to further their education, to make themselves more valuable EMPLOYEES.

2. Once training is complete, the employee will provide a copy of their training certificate to their supervisor and complete a Training Report. Additionally, the Standard Form 182 or the most current application method, must be submitted with a copy of the certificate and provided to the Training Branch for documentation into the EMPLOYEES training records.

SECTION 2:

The EMPLOYER has the right to train and assign work anytime during the tour of duty. However, make-work training is discouraged and will not be assigned as punishment, reprisal or harassment. A monthly training schedule will be posted and all deviations will be approved by the Fire Chief or his designee. Changes may be required because of weather conditions (extreme cold, extreme heat, high humidity and high winds), availability of facilities, availability of aircraft, etc. The EMPLOYER will make every reasonable effort to insure that an ambulance and crew will be physically present on site during live fire training. In the event the ambulance and crew need to respond to an actual emergency, the live fire training will normally be terminated as expeditiously and safely as possible.

SECTION 3:

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 4:

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

SECTION 5:

Once the EMPLOYER has identified a TDY or non-routine training requirement and more than one employee is considered by management to be equally in need of the training, the training assignment will be offered to volunteers from that group by seniority in descending order. If no volunteers are identified, the least senior employee will be notified that they have been tentatively selected for the school.

SECTION 6:

The EMPLOYER shall provide counseling, training and guidance to all EMPLOYEES in an effort to assist them to remain current in their assigned positions.

SECTION 7:

When an employee of the unit is assigned to any position in which the employee has had no previous or recent experience, he/she will be given a reasonable training period in which to become proficient, as deemed necessary by the EMPLOYER.

SECTION 8:

Both PARTIES agree to obtain and promote participation in mutual beneficial training during the crew time of unit EMPLOYEES. This training will extend beyond the annual training plan and

will be without cost to the EMPLOYER unless specifically agreed to.

ARTICLE 17

DISCIPLINARY, ADVERSE ACTIONS

SECTION 1:

Disciplinary and Adverse Actions include written reprimands, suspensions, reduction in grade or pay, furlough of 30 calendar days or less, and removals. No EMPLOYEE may be disciplined except for such reasons as will promote the efficiency of the Federal service as provided in 5 U.S.C. Chapter 75. Disciplinary actions under 5 U.S.C. 7503 and 7513 must not be arbitrary or capricious; the penalty selected must not be clearly excessive in relation to the offense and to prior practice.

SECTION 2:

1. EMPLOYEES who will be suspended from duty without pay, demoted, furloughed or removed from the Federal Service under the provision of 5 U.S.C. Chapter 75 and who are subject to the provisions of that chapter will be given notice of the proposed action. The EMPLOYEE, at his option, may provide an oral or written reply or both.

2. EMPLOYEES who receive notices of proposed suspensions for 14 calendar days or less will be allowed 14 calendar days to provide their response(s).

3. EMPLOYEES who receive notices of proposed removal, suspension for more than 14 calendar days, demotion, or furlough of 30 calendar days or less will be allowed 21 calendar days to provide their response unless the exceptions in paragraph 4 below apply.

4. These time limits do not apply in cases in which the "crime provision" applies [5 CFR 752.404 (d) (1)] or in emergency furlough situations [5 CFR 752.404 (d) (2)].

SECTION 3:

The EMPLOYEE may be accompanied at the reply by a representative Of their choice, provided the representative consents to representing the EMPLOYEE and there is no conflict of interest. Grievance or appeal rights of the EMPLOYEE will be included in the notice of decision. The EMPLOYEE will be issued one copy of the letter of the disciplinary correspondence. The EMPLOYER will furnish the UNION with copies of the disciplinary actions taken with the name of the EMPLOYEE omitted, within 5 calendar days of the action being issued to the EMPLOYEE.

SECTION 4:

1. Informal: Counseling and oral admonishments are the first steps in constructive/progressive discipline. As a general rule, Supervisors administer these preliminary methods where minor infractions of established procedures and discipline have occurred, and record the counseling or oral admonishments on the EMPLOYEE'S supervisory file.

Memorandum for Record (MFR) should be prepared concerning counseling or oral admonishment given EMPLOYEE. If a MFR is prepared, a copy will be furnished to the EMPLOYEE and placed to the EMPLOYEE'S Supervisory file. The MFR will be deleted from the EMPLOYEE'S supervisory file at the time of the second performance appraisal received after the action.

2. Formal: Formal discipline includes written reprimands, suspensions, demotions and removals.

SECTION 5:

1. Letters of warning, counseling or MFRs are **not formal disciplinary** actions and are not grievable under the Negotiated Grievance Procedures Article. These letters will remain in the local supervisory folder.

2. Written reprimands and suspensions of 14 calendar days or less are grievable under the Negotiated Grievance Procedures Article.

Adverse actions include actions such as removal, suspension over 14 calendar days, reduction in grade or pay, and furlough of 30 calendar days or less. Adverse actions are grievable under the Negotiated Grievance Procedures and Arbitration. The EMPLOYEE may elect to grieve adverse actions either under the procedures of the Agreement or to the appeal under the statutory provisions of 5 U.S.C. 7121, but not both. An EMPLOYEE shall be deemed to have exercised his option for one of the procedures described above at such time as he files under either procedure, whichever comes first.

SECTION 6: LAST CHANCE AGREEMENTS

Nothing in this AGREEMENT prevents the EMPLOYER from considering "Last Chance Agreements" (LCA). Last Chance Agreements are instruments designed to permit an EMPLOYEE subject to an adverse action a last opportunity to demonstrate that he/she can perform at an acceptable level i.e., that his/her performance or conduct can be improved to the EMPLOYER'S satisfaction, and that the proposed adverse action should not be taken. The agreements are tailored to the special circumstances involved in each case. They allow the EMPLOYER, to forgo or delay implementation of adverse actions in order to give an employee a last chance to demonstrate successful performance or conduct.

ARTICLE 18

GRIEVANCE PROCEDURE/ARBITRATION

SECTION 1:

The purpose of this article is to establish a procedure for the prompt and equitable settlement of grievances. A grievance means any complaint by (a) any EMPLOYEE(S) concerning any matter relating to the employment of the EMPLOYEE; (b) the UNION concerning any matter relating to the employment of any EMPLOYEE; or (c) any EMPLOYEE, the UNION, or the EMPLOYER concerning the effect or interpretation or a claim of breach of this agreement, or any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment. This procedure shall be the exclusive procedure for resolving such complaints except for the following matters, which are specifically excluded from the procedure:

1. any claimed violation of subchapter III of chapter 73 of the Statute,
2. retirement, life insurance, or health insurance,
3. a suspension or removal for national security reasons (5 USC Section 7532),
4. any examination, certification or appointment,
5. the classification of any position which does not result in the reduction in grade or pay of the employee,
6. complaints or allegations of unlawful discrimination,
7. removals for unsatisfactory performance under Section 4303 of the CSRA,
8. termination of probationers,
9. termination of temporary employees under 5 CFR 316,
10. an action terminating a temporary promotion,
11. non-selection for promotion from a group of properly ranked and certified candidates,
12. The granting or recommendation of or failure to grant or recommend an award or the adoption of or failure to adopt an employee suggestion or invention, the terms and conditions of an executed Alternative Discipline Agreement (ADA) or Last Chance Agreement (LCA).

SECTION 2:

Unit EMPLOYEE(S) utilizing this grievance procedure will have the right to be accompanied,

represented, and/or advised by a representative of the UNION and be granted a reasonable amount of official time during duty hours to present their grievance. In addition, an EMPLOYEE and/or group of EMPLOYEES have the right to present and process a grievance under this procedure on their own behalf. In such cases, the UNION will be afforded the opportunity to have a representative present, on official time, during any and all formal discussions/meetings, between the EMPLOYER and the grievant(s) relating to the grievance filed.

SECTION 3:

If the EMPLOYEE(S), the UNION or the EMPLOYER fails to elevate a grievance within the time limits prescribed within this procedure, the grievance will be considered terminated. However, time limits may be extended by mutual agreement, provided that a request for extension is presented in writing prior to the end of the prescribed time limit. Grievance decisions will be made as promptly as possible at each level of consideration described herein. Unless mutual agreement is reached for extending the time limits within which a decision must be rendered, failure to meet the time limits will allow the grieving PARTIES to proceed to the next step upon written notification.

SECTION 4:

The PARTIES recognize and endorse the importance of bringing to light and resolving grievances promptly. The initiation of a grievance in good faith, by an EMPLOYEE, shall not cast any aspersion on his/her standing with the EMPLOYER or on his/her loyalty and desirability to the organization, nor will the grievance be considered as a negative reflection on the EMPLOYER.

SECTION 5:

Except in the case of disciplinary actions, the UNION and the EMPLOYER agree that individual identical grievances will be joined at Step 2 and processed as one grievance throughout the remainder of the procedure. The UNION will select the grievance of one of the EMPLOYEES for processing, and the decision thereon will be binding on all others in the related grievances.

SECTION 6:

Disciplinary actions are grievable under provisions of this AGREEMENT, starting at Step 2 of the procedure. Adverse actions are also grievable starting at Step 2 of the procedure or are appealable to the Merit Systems Protection Board (MSPB), but not both.

SECTION 7:

In the event either PARTY should declare a grievance non-grievable or non-arbitrable, or it be considered not timely, the original grievance shall be considered amended to include this issue. All disputes of grievability or arbitrability will be referred to arbitration as a threshold issue in the related grievance.

SECTION 8: FORMAL EMPLOYEE/UNION GRIEVANCE PROCEDURES

The following procedure is established for the resolution of grievances of all unit EMPLOYEES.

1. Problem Solving:

Step 1. An EMPLOYEE may present oral or written work-related problem to his/her immediate Supervisor before filing a formal grievance under this procedure. If the problem involves a matter or action directly involving the EMPLOYEE'S immediate Supervisor and the EMPLOYEE is unable to resolve the matter with that supervisor, the EMPLOYEE may present the matter to the next level Supervisor. The EMPLOYEE must present the matter within fifteen (15) calendar days following the date of the act/incident or the employee's knowledge of the incident (whichever occurs first). The EMPLOYEE may present a matter of concern regarding a continuing practice or condition at any time.

(a) The Supervisor shall consider the EMPLOYEE'S problem and attempt to resolve it within fourteen (14) calendar dates from the date the problem was brought to the Supervisor's attention.

(b) Where appropriate, the EMPLOYEE or the Supervisor may request that an on-post mediator, counselor, or neutral third party be called and utilized. If either the EMPLOYEE or the Supervisor elects to utilize a neutral, the Supervisor shall contact the Civilian Personnel Advisory Center to make the necessary arrangements.

(c) The time limits described herein may be extended by mutual agreement to accommodate resolution of the dispute.

(d) The Supervisor's determination and/or response shall be oral or written. If the matter is presented to the Supervisor in writing, then the Supervisor's response will also be in writing. If the EMPLOYEE is not satisfied with the Supervisor's response, then the EMPLOYEE may file a formal grievance at Step 2 of the procedure.

Step 2. If the matter (grievance) is not settled during the problem solving stage of this procedure, the matter (grievance) shall be presented formally, in writing, signed by the EMPLOYEE, to the Fire Chief or his/her Designee, within seven (7) calendar days of the answer at the problem solving stage. The written grievance at a minimum will contain:

(a) The grievant(s) name, duty assignment and telephone number

(b) The specific nature of the grievance including the identification of any provision(s) of this AGREEMENT alleged to have been violated, or if known, the provision(s) of any law, rule, and/or regulation affecting conditions of employment alleged to have been violated.

(c) evidence to support the grievance,

(d) the EMPLOYEE'S summary of the results of the discussion of the informal grievance,

- (e) the remedial action desired, and
- (f) the name, address, and telephone number of the designated representative.

Within seven (7) calendar days of receipt of the written grievance, the Fire Chief or designated representative shall meet with the aggrieved employee, his/her representative and concerned management personnel to discuss the grievance. The Fire Chief or designated representative will answer the grievance within seven (7) calendar days after the close of the meeting. The answer to the grievance must be given in writing. A copy of the answer will be provided to both the EMPLOYEE and UNION.

Step 3. If the grievance is not settled at Step 2, the entire grievance file shall be presented to the Director Emergency Services, through the CPAC within seven (7) calendar days of the Step 2 answer. Within seven calendar days of the receipt of the written grievance file, the Director, Emergency Services and/or designee will meet with the aggrieved EMPLOYEE, his representative and concerned management personnel to discuss the grievance. The Director, Emergency Services and/or designee will answer the grievance within seven (7) calendar days after the close of meeting. The answer will be provided to both the EMPLOYEE and the UNION.

Step 4. If no settlement is reached at Step 3, the UNION may invoke arbitration pursuant to this AGREEMENT.

SECTION 9:

Evidence and supporting documentation which is relevant to the resolution of the grievance may be introduced at any step of the negotiated grievance procedure. For the purpose of this AGREEMENT, evidence includes but is not limited to both the oral and written presentation of facts. Individuals already in a pay and duty status attending grievance meetings will be allowed official time for the duration of scheduled meetings provided that this will not result in the payment of overtime, compensatory time, or other premium pay to the employee.

SECTION 10:

The EMPLOYER shall, upon request, provide the UNION with the necessary and pertinent information from the official records to aid in resolving specific grievances in so far as permissible without violating laws or regulations.

SECTION 11: EMPLOYER GRIEVANCE PROCEDURES

1. The EMPLOYER may initiate a grievance by submitting it in writing to the UNION President within fifteen (15) calendar days of the incident or knowledge of the incident (whichever occurs first). The representative of the EMPLOYER and the UNION President or designee will meet within seven (7) calendar days of the written submission, and the UNION President will render a written decision within seven (7) calendar days after such meeting.

2. If the decision is unacceptable, the matter may be submitted to arbitration in accordance with this AGREEMENT.

SECTION 12: GRIEVANCE MEDIATION

Prior to arbitration, either EMPLOYER or UNION may invoke "Grievance Mediation". If grievance mediation is requested, the EMPLOYER and UNION will jointly request the Federal Mediation and Conciliation Service (FMCS) to participate.

1. In mediation, representatives shall not exceed two (2) for EMPLOYER and two (2) for the UNION plus the Grievant.

2. The EMPLOYER and UNION agree to use the guidelines for grievance mediation established by FMCS.

3. If the EMPLOYER and UNION voluntarily reach agreement/settlement through grievance mediation, they will be bound by the agreement/settlement as if it were a grievance/arbitration decision. If no agreement/settlement is reached, either party may proceed to arbitration by notifying the other party in writing within seven (7) calendar days after participating in the grievance mediation process. The grievance will be submitted for binding arbitration pursuant to this Agreement.

SECTION 13:

Nothing in this AGREEMENT shall be so interpreted as to require the UNION to represent an EMPLOYEE in processing a grievance, or to continue to represent him/her, if the UNION considers the grievance to be invalid or without merit.

SECTION 14: ARBITRATION PROCEDURES

In the event the EMPLOYER and the UNION fail to satisfactorily settle any grievance under the grievance procedure, either party may invoke arbitration by providing the other party written notice, within fifteen (15) calendar days after receipt of the decision rendered at Step 3 of the grievance procedure; or within fifteen (15) calendar days of the UNION President's decision in an EMPLOYER grievance, or within seven (7) calendar days from the conclusion of any grievance mediation meeting(s) under this AGREEMENT.

SECTION 15:

The EMPLOYER and UNION agree that the issue(s) to be arbitrated shall be no broader in scope than the issue(s) presented during the grievance procedure, except that the EMPLOYER/UNION would not be precluded from introducing additional background material. The arbitrator shall not change, modify, or add to the provisions of the AGREEMENT; as such right is the prerogative of the contracting EMPLOYER & UNION only. Furthermore, the arbitrator shall not change, modify, alter, delete, or add to the provisions of any law, rule, or regulation affecting conditions of employment.

SECTION 16:

Within seven (7) calendar days from the date of receipt of a valid arbitration request, the EMPLOYER or UNION shall either individually or jointly request the Federal Mediation and Conciliation Service to submit a list of seven impartial persons qualified to act as arbitrators. The PARTIES will share equally the filing fee for the list of arbitrators. The EMPLOYER and UNION shall meet within seven (7) calendar days after the receipt of such list to select an arbitrator. If they cannot agree upon one of the listed persons, the EMPLOYER and the UNION will each strike one arbitrator's name from the list of seven and shall repeat this procedure. The party invoking arbitration will strike the first name. When only one name is left, he/she shall be the duly selected arbitrator.

SECTION 17:

The cost of arbitration shall be paid by the losing PARTY. This cost shall include the arbitrator's fee, court reporter, and expenses, transcripts, and the expense of any mutually agreed upon services considered desirable or necessary in connection with the arbitration proceedings. A transcript shall not be made in grievance arbitration hearings unless requested by the arbitrator or mutually agreed upon by the parties.

SECTION 18:

The arbitration hearing shall normally be held during the regular day shift hours of the basic workweek. The grievant, not more than one (1) UNION representative and witnesses, who are employees of the facility and are in duty status, shall be excused from duty to participate in the arbitration proceedings without loss of pay or charge to leave.

SECTION 19:

The PARTIES representatives will exchange witness list and lists of exhibits no later than seven (7) calendar days prior to the scheduled hearing date. The parties will be limited to those witnesses and those exhibits except for rebuttal matters.

SECTION 20:

The arbitrator will be requested to render the decision as quickly as possible, but in any event not later than thirty (30) calendar days after the conclusion of the hearing. Both PARTIES will be provided copies of the decision.

SECTION 21:

The arbitrator's award will be binding on both EMPLOYER and UNION, except "that either EMPLOYER or UNION may file exception to an arbitrator's award with the Federal Labor Relations Authority (FLRA), under regulations prescribed by the Authority.

ARTICLE 19

UNFAIR LABOR PRACTICE

SECTION 1:

The EMPLOYER and the UNION fully recognize their respective obligations and restraints as prescribed in 5 U.S.C. Section 7116, the violation of which constitutes an unfair labor practice (ULP).

SECTION 2:

The PARTIES agree to serve notice on the other of an unfair labor practice. The notice will specify the name(s), date, and violation(s) alleged. In the case of an unfair labor practice charge, the EMPLOYER'S notice will be served to the Garrison Commander, and the UNION'S notice will be served to the President.

SECTION 3:

The EMPLOYER representation and UNION representatives will meet within 7 calendar days of receipt of the notice for the purpose of discussing and presenting facts on both sides in an earnest attempt to resolve the matter.

SECTION 4:

If a settlement is not achieved within 7 calendar days of the discussion held in accordance with Section 3, a formal charge may be submitted to the Regional Director of the Federal Labor Relations Authority. A copy will be provided to the other PARTY.

ARTICLE 20

SAFETY AND OCCUPATIONAL HEALTH COMMITTEE

SECTION 1: SAFETY OCCUPATIONAL HEALTH COMMITTEE

1. The EMPLOYER agrees to establish a Fire Department Safety Committee for the purpose of addressing Fire Department Safety Issues and implementing the NFPA Standards into Fire and Emergency Services Division programs. The committee will make all recommendations to the Fire Chief for his approval and incorporation into the appropriate Fire and Emergency Services Division Operating Instructions (OI).

2. The Department Safety and Occupational Health Committee shall meet quarterly. The Committee will consist of member's appointed by the Fire Chief.

3. The EMPLOYER will welcome suggestions from the UNION and unit EMPLOYEES which offer practical and economically feasible ways of improving safety conditions in the Fire

and Emergency Services Division.

4. Safety training shall be provided IAW NFPA and OSHA standards.

5. Industrial Health matters, relating to the work environment shall be documented and addressed IAW NFPA and OSHA standards.

SECTION 2:

The EMPLOYER will ensure that a safe and healthy working and living conditions are provided for bargaining unit EMPLOYEES that are consistent with the provisions of applicable laws and regulations. The PARTIES agree that the Fire and Emergency Services program shall comply with applicable DoD instructions, Army Regulations, NFPA Standards, OSHA Regulations and other applicable laws and regulations. The UNION agrees to cooperate with the EMPLOYER by encouraging EMPLOYEES to conscientiously abide by established safety rules; to work in a safe manner; to wear protective equipment prescribed by the EMPLOYER and to report observed safety and health hazards to the EMPLOYER in accordance with applicable procedures.

SECTION 3: PROTECTIVE CLOTHING AND EQUIPMENT

1. Protective clothing furnished to 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 the requirements of the NFPA 1500 Standards. The EMPLOYER agrees to replace/repair or de-contaminate protective clothing and equipment when worn out or contaminated.

2. Bargaining Unit EMPLOYEES will not be required to share any part of his/her turnouts and/or protective equipment with another employee unless cleaned and sanitized in accordance with established procedures.

3. The EMPLOYER will provide eye glass inserts for self contained breathing apparatus masks.

4. The EMPLOYER will provide (2-pair, (1) winter and (1) summer) station safety shoes that meet NFPA, OSHA, and ANSI standards for firefighter footwear to include prescription footwear.

SECTION 4: INSPECTION, TESTING OF ALL APPARATUS AND EQUIPMENT

The EMPLOYER shall provide for the inspection and testing of the structural integrity and safety of all apparatus and equipment utilized by the fire in accordance with governing regulations. The results of these tests will be made available to the UNION upon request. The EMPLOYER agrees to take prompt and appropriate action when an unsafe condition involving apparatus and/or equipment is reported to or observed by the EMPLOYER. New and replaced equipment will meet applicable standards. The assigned driver/operator is responsible for notifying the EMPLOYER

immediately upon identification of a possible deficiency in the operation of his/her vehicle.

SECTION 5: EXPOSURES

The EMPLOYER agrees that EMPLOYEES exposed to infectious diseases, hazardous substances, toxic fumes, paint, radiation, etc., shall be given an appropriate physical evaluation as soon as practicable. The EMPLOYER will maintain an up-to-date Hazardous Materials 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 request to release.

SECTION 6: INFECTIOUS DISEASES

With the ongoing concern toward the spread of infectious diseases, the EMPLOYER agrees to provide for the protection of bargaining unit EMPLOYEES, disposable gloves, micro-shields, protective aprons and adequate eyewash for response at any type of medical emergencies where the handling of the victim may be cause for concern.

SECTION 7: REHABILITATION DURING EMERGENCY OPERATIONS

The EMPLOYER shall maintain an awareness of the condition of bargaining unit members 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 EMPLOYEES 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/hazardous stand-by.

SECTION 8: AMBULANCE SERVICES FOR EMPLOYEES

1. Ambulance service and emergency treatment to EMPLOYEES will continue to be provided in the case of an on-the-job injury, accident, or illness. EMPLOYEES of the unit may designate the hospital of their choice in the commuting area after emergency treatment and stabilization has been made and there is no longer an immediate threat to life. In the case of a major burn injury, the employee, after emergency treatment and stabilization, will be transferred to the closest burn center by the fastest means available.

2. During all live fire exercises a ambulance will be on scene were the exercise will be conducted, to provide immediate medical transportation if needed.

SECTION 9: EMPLOYEE EMERGENCY INFORMATION

Data sheets will be developed and maintained by the EMPLOYER on each bargaining unit member. The data sheet will include name, age, height, blood type, allergies, etc., preferences of medical facilities, and whom to notify in case of an emergency. The information sheet is not limited to the above information and can be broadened if needed. Unit members are expected to provide this information in the event the individual needs immediate medical attention during an emergency. The data sheets will be kept secured, in the Assistant Fire Chiefs Office and a copy maintained in each individual personnel file located within the Emergency Services Directorate Business Office in case of an emergency. To insure the data sheets are current, unit EMPLOYEES shall be required to update the information on their data sheet at least annually and more often if needed.

SECTION 10: ACCIDENT PREVENTION

The UNION recognizes that it is the responsibility of each employee to observe safe work practices. Therefore, the UNION agrees to promote the maintenance of an effective and continuous accident prevention program by ensuring employees obey all safety and health rules and work in a safe manner. In cases where an employee alleges a condition exists that is detrimental to the health and/or safety of the employee or others, that employee should make a report indicating such conditions to his/her immediate supervisor for action. The EMPLOYER shall take prompt action to investigate and ascertain the facts upon receiving the report from the employee. Furthermore, should the report be valid, appropriate action will be taken to abate the unsafe/unhealthy condition.

SECTION 11: OUTSIDE WORK

The EMPLOYER recognizes that it is imperative to maintain a refreshed firefighting force ready to respond to any incident. The EMPLOYER recognizes the firefighters exposed to long periods of inclement weather and other severe conditions reduced the capacity of suppression forces to respond to emergencies. To this end, the EMPLOYER agrees that weather conditions such as extreme cold, extreme heat, high winds, bad air quality, other inclement weather, and the normal tour of duty, will be factors in consideration when conducting fire/rescue training and outside work. The EMPLOYER will apply appropriate laws, rules or regulations as they relate to performing outside work and or in training for EMPLOYEES. Care will be exercised by the incident commanders / instructors to utilize personnel within their physical capacities.

SECTION 12: FACIAL HAIR / GROOMING / JEWELRY

The EMPLOYER and the UNION recognize the responsibility of the EMPLOYER to provide as safe a working environment as possible. To facilitate safe and efficient sealing of self contained breathing apparatus, all EMPLOYEES will be clean shaven (mustaches, and side burns are allowed so long as they do not interfere with the proper wearing of the SCBA face pieces) and will not wear any type of facial, ear or neck jewelry that may jeopardize EMPLOYEE safety. All EMPLOYEES at all times while on duty will maintain hair styles which will **NOT** protrude from or interfere with proper fit of personal protective equipment and/or jeopardize EMPLOYEE

safety.

SECTION 13: MINIMUM STAFFING REQUIREMENTS

The EMPLOYEER agrees that any deviation from the minimum staffing requirements established by the Department of Defense and the Department of Army will only be accomplished after a waiver has been granted by the Secretary of the Army or designated representative. The EMPLOYEER further agrees to notify the UNION in writing of its desire to reduce the staffing levels below minimum requirements. The UNION will be provided copies of all requests for waivers initiated by the EMPLOYER in addition to any approved waivers granted by the Secretary of Army upon request.

ARTICLE 21

TEMPORARY NON-JOB RELATED INJURIES AND LIGHT DUTY

SECTION 1:

The EMPLOYER and UNION understand that from time to time, injured fire fighters may be allowed to perform light duty functions within the Directorate of Emergency Services for non-job related injuries. The adoption of local policies that allow for such may promote productivity and efficiency, reduce the need for extended sick leave use and overall enable both the employee and installation management to benefit from this policy.

SECTION 2:

Both PARTIES support the concept of such light-duty assignments understanding that the work being accomplished must be a legitimate requirement and the person doing the work is fully-qualified (and certified, if appropriate) to accomplish that assignment. Likewise, the duty hours are commensurate with the injury and the light duty assignment.

SECTION 3:

Both PARTIES understand that each case regarding such positions must be evaluated by EMPLOYER and that the EMPLOYER has the sole discretion in providing a light duty position to an employee who is injured due to non-job related duties/activities. It is understood that light-duty assignment is not an entitlement and assignment to light duty does not establish a practice or an entitlement in any other instance. It is also understood by the PARTIES that the provisions of this Article are not grievable or arbitrable.

ARTICLE 22

WELLNESS – FITNESS PROGRAM

Components of the International Association of Fire Chiefs, and the International Association of Fire Fighters Wellness Fitness Initiative program were developed and implemented into our program for improving the overall health and wellness of all personnel within the agency.

SECTION 1: MEDICAL EVALUATION

1. The EMPLOYER shall conduct an industrial health (medical surveillance) program to assist all EMPLOYEES to maintain optimum health on the job. Unit EMPLOYEES shall be given a comprehensive medical and physical evaluation with emphasis on Cardiac and Respiratory Diseases in accordance with NFPA 1582 and as described in this article. 2. In addition, the EMPLOYER agrees that all bargaining unit EMPLOYEES, who so desire, will undergo tetanus immunization, Hepatitis B, TB PPD screening (skin test) and such other immunizations as may be indicated pursuant to applicable rules and regulations. Any EMPLOYEE who refuses immunizations shall sign refusal forms IAW departmental policies, procedures, and Occupational Health rules and regulations. These forms shall be maintained in the EMPLOYEES personnel folder. Each employee receiving the Hepatitis B vaccine shall receive a Hepatitis B titer test to assure a successful inoculation. The EMPLOYER shall, at the time of the annual physical, make available to all bargaining unit EMPLOYEES a voluntary HIV antibody testing program. The bargaining unit employee(s) desiring such testing shall provide written consent prior to the testing. The EMPLOYER further agrees that all HIV related information will be kept strictly confidential and that pre and post test counseling will be provided. The PARTIES recognize that the employee will be referred to their private physician for follow-up of abnormal results of routine prevention screenings or assessments conducted under the provisions of this article.

3. Provide a medical examination that includes EKG, Blood work [including a Prostate Specific Antigen (PSA) test for employees over 50], Fecal Occult Blood Test (FOB) upon employee request, urinalysis and any other test deemed necessary by the physician to ensure the employee is in good physical condition. Routine pulmonary function testing (PFT) – frequency based on age, baseline values, and smoking history is also appropriate. (However, PFT testing will not be less than every three (3) years). This assessment of the employee’s coronary artery disease risk factor will be made yearly. New unit employees will have this evaluation accomplished as part of their pre-employment medical examination.

4. In accordance with NFPA 1582 Standard on Comprehensive Occupational Medical Program for Fire Departments:

- (a) Blood tests shall be performed annually, and shall include the following:
 - a. CBC with differential, RBC indices and morphology, and platelet count
 - b. Electrolytes (Na, K, Cl, HCO₃, or CO₂)

- c. Renal function (BUN, creatinine)
 - d. Glucose
 - e. Liver function tests (ALT, AST, direct and indirect bilirubin, alkaline phosphatase)
 - f. Total cholesterol, HDL, LDL, clinically useful lipid ratios (e.g., percent LDL), and triglycerides
- (b) Urine Laboratory Tests. The urine laboratory tests required shall include the following:
- a. Dipstick analysis for glucose, ketones, leukocyte esterase, protein, blood, and bilirubin
 - b. Microscopic analysis for RBC, WBC, casts, and crystals if indicated by results of dipstick analysis
 - c. Analysis for occupational chemical exposure if indicated
- (c) Heavy Metal Evaluation. Evaluations shall be performed following known exposures, or where required under federal, state, or provincial regulations.
- (d) Prostate Cancer. Due to increased cancer risk, the fire department shall provide all male fire fighters with prostate specific antigen (PSA) testing beginning at age 50 and annually thereafter. Those with a family history or African-American heritage, who are at a higher risk for prostate cancer, shall be provided with testing beginning at age 40 and annually thereafter.

SECTION 2: PHYSICAL FITNESS PROGRAM

1. The EMPLOYER provides a Physical Fitness Program to enable bargaining unit EMPLOYEES to develop and maintain an appropriate level of fitness to safely perform their assigned duties. 2. Pursuant to applicable instructions, the EMPLOYER will require the mandatory participation of all bargaining unit EMPLOYEES will engage in the departments Physical Fitness Program. This program is a non-punitive program based on the IAFF Wellness Fitness Initiative (WFI) and, in and of itself, shall not be utilized to determine the EMPLOYEES continued employment. Any potential health issues which may arise through the Physical Fitness Program may be referred to post medical personnel for further evaluation and action. Post medical personnel will examine all newly hired bargaining unit EMPLOYEES required to participate in the Physical Fitness Program prior to their beginning the Program.

3. The EMPLOYER agrees to provide and maintain all the required, adequate and necessary space and equipment, in each Fire Station, to support the Physical Fitness Program.

When possible, EMPLOYEES will be provided up to one hour to participate in the Program during core work hours in the duty day. EMPLOYEES may participate in the Program during standby hours at their discretion.

4. Bargaining unit EMPLOYEES returning to work from traumatic injury, OWCP, maternity leave, or extended periods of sick leave because of injury, illness will require a doctor's approval to participate in the Fire Department's Physical Fitness Program.

SECTION 3: SMOKING

All smoking tobacco use to include smokeless tobacco is prohibited in any governmental vehicle, building, or main entry way to fire and emergency services facilities with exception of designated areas. Each station will have a designated outdoor smoking area which is reasonably accessible to EMPLOYEES and provides a measure of protection from the elements.

SECTION 4: MATERNITY

The PARTIES agree that pregnancy in the Fire Service should not be treated any differently than any other medical condition in the Fire Service that may inhibit a fire fighter's ability to perform her job. The EMPLOYER agrees to arrange, upon request, the availability of a physician who can advise fire fighters with regard to their reproductive health and suitability for various duties. The EMPLOYER agrees to make unit EMPLOYEES (male/female) aware of potential reproductive risks to themselves and health risks to their potential offspring.

ARTICLE 23

CIVILIAN DRUG TESTING

SECTION 1:

The EMPLOYER and the UNION recognize that illegal drug use is a threat to the safety of the public, other federal EMPLOYEES, the bargaining unit EMPLOYEES, including members of the Bargaining Unit and is contrary to the efficiency of the service. Thus, the EMPLOYER shall take necessary steps, including drug testing, to eliminate illegal drug usage. It is the goal of this article to prevent illegal drug use in the workplace. The Army Substance Abuse Program (Army Regulation 600-85) will apply to all EMPLOYEES.

SECTION 2: COUNSELING AND REHABILITATION

1. This section outlines procedures to control substance abuse and to identify and assist in the rehabilitation of abusers. Bargaining Unit EMPLOYEES whose tests have been verified positive will be notified in writing of the opportunity to be referred to the Employee Assistance Program (EAP) for assessment and referral. Annual leave, sick leave or leave without pay may be authorized for counseling or rehabilitation.

2. Bargaining unit members who self-identify as an illegal drug user, prior to management obtaining the same or substantially similar information by other means, and who enter a rehabilitation program will be given appropriate positive consideration in determining the manner

of discipline if any may result. The employee will be advised in writing of the consequences of a verified positive on a subsequent urinalysis test. This provision does not preclude the EMPLOYER from initiating disciplinary and/or adverse actions for matters not directly associated with self-identification.

3. Alcohol and Other Substance Abuse

- (a) The EMPLOYER and the UNION are concerned with the accomplishment of activity missions and the requisite need to maintain employee productivity. While the decision to use alcohol or other drugs is a personal one, when it interferes with the efficient and safe performance of the employee's duties, reduces dependability or reflects discredit on the activity, it becomes the legitimate concern of the EMPLOYER. Recognizing that alcoholism and other drug abuse are preventable, treatable conditions, that they are no respecters of race, age, sex, grade or position, and that they affect Management as well as Labor, it is to the advantage of both the EMPLOYER and the UNION to assist personnel in recovering from these conditions. To help accomplish this, the PARTIES will support the Command and local alcohol and drug abuse prevention and control programs and the regulations thereof.
- (b) Local UNION representatives will be briefed on the local program;
 - (c) A number of individuals can identify a troubled employee. Among them are the supervisor, co-workers, and the UNION representative(s). EMPLOYEES who admit to existing or potential substance abuse are urged to seek help from the EAP. The first interview in the EAP will be on duty time. Sick leave, annual leave, or leave without pay is granted for subsequent rehabilitative activity.
 - (d) While the program is intended to help the employee with a problem, only the employee can decide to accept the help and overcome the problem or face the consequences of impaired health, disciplinary action, or even removal.
 - (e) The PARTIES recognize that Drug and Alcohol Abuse and the Disciplinary Programs are not mutually exclusive. Both programs are rehabilitative in nature. Accepting or refusing help and taking part or not taking part in a rehabilitation program are not necessary reasons for starting or withholding corrective action. Counseling, discipline, or adverse action for the offense or for poor performance may be the key determining factor in getting the employee to positively recognize and deal with the problem.
 - (f) Where an employee refuses an offer of assistance and later alleges a drug or alcohol related problem in response to an EMPLOYER-initiated corrective action, the EMPLOYER will decide whether to proceed with, modify or cancel the action. The fact that the employee now alleges that the problem is drug or alcohol related does not in itself or automatically require that the proposed action be reduced, delayed or withdrawn. This is a decision the EMPLOYER must make on a case by case basis based on the individual circumstances, security practices, and available information.

(g) The first offer of assistance, i.e., referral to or recommendation that the employee report to the EAP, discharges the EMPLOYER's obligation with regard to this program.

(h) Should a supervisor suspect an employee, while in a duty status, to be under the influence of intoxicants or drugs, the supervisor will refer the employee to the on-base medical facility for diagnosis and/or treatment. If requested by the employee, a UNION representative, or representative of the employee's choice, if available, may accompany the employee to the medical facility. Unavailability of a representative will not delay referral of the employee to the drug testing facility. The EMPLOYER will also take appropriate steps to ensure the employee gets to the medical services.

(i) The employee will not be permitted to return to work if found to be under the influence of drugs or alcohol. The supervisor will consider granting sick leave, annual leave, or leave without pay (LWOP). The EMPLOYER will take reasonable steps to ensure that the employee leaves the work site safely.

(j) During the employee's participation and satisfactory progress in a rehabilitation program, every reasonable effort will be made for the employee to remain a part of the Fire Department.

ARTICLE 24

UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT

SECTION 1: GENERAL UNIFORM ALLOWANCE

The Uniform Clothing Allowance will be requested at the beginning of the fiscal year and be IAW 5 CFR part 591, subpart A, and is used for the new fiscal year. Uniforms will normally be purchased and maintained by each employee. An initial and annual in accordance with the current CFR regarding uniform allowances are provided to employees. When an EMPLOYEE is promoted or reassigned that is requiring a uniform change, an additional uniform allowance will be provided commensurate with uniform changes required.

1. Initial Uniform Allowance (Issued to new hired/transfer EMPLOYEES): Items to be purchased will include; full Class A uniform to include double breasted style coat, pants, dress shoes, tie, belt, dress (Bell style) cap, garment bag and three work station uniforms. Details on style and model numbers will be addressed in the department's Operating Instruction *Uniforms for Civilians Firefighters*.

2. Annual (Replacement) Clothing Allowance: After the initial uniform allowance has been provided, EMPLOYEES are responsible for up keep, maintenance and/or replacement of uniforms.

3. All badges, collar brass, name tags and hat badges will be supplied by the department.

ARTICLE 25 PERFORMANCE APPRAISAL

SECTION 1:

Each Employee's performance will be evaluated fairly and objectively and accomplished in accordance with the Employer's published policy.

SECTION 2:

The Employer will discuss with the Employee his/her performance evaluation prior to making it part of the Employee's record.

SECTION 3:

The Employer will establish guidelines and timetables to assist the Employees in improving their performance to a satisfactory level as outlined in applicable existing performance standards.

SECTION 4: Each Employee will be provided a copy of his/her annual performance evaluation no later than 45 calendar days from the end of the rating period.

SECTION 5:

The Employee has a right to grieve his performance evaluation. However, a grievance may not be filed concerning the identification of critical job elements or the establishment of performance standards. Grievances will begin at Step 1 of the Grievance Procedure and will be filed within 15 days of the employee receiving a copy of the performance evaluation.

SECTION 6:

The Employer will counsel employees in relation to their overall performance on at least a mid-point basis and when the Employee's performance drops below a success level.

SECTION 7:

In conjunction with annual performance appraisals, Employees are eligible to receive cash and/or time-off awards based on applicable laws, regulation, and applicable agency policies.

ARTICLE 26

DEATH AND OR ON THE JOB INJURY

SECTION 1: EMPLOYER'S AND EMPLOYEE'S RESPONSIBILITY

1. The EMPLOYER agrees to cooperate with the UNION in providing a yearly record of all on the job injuries and illnesses that occur. This will include the age, type of injury or illness, location of the injury (responding to an incident, on the fire ground, etc.) and the number of work hours lost. The EMPLOYER will sanitize this record by removing the names and other identifying information of the employees. These records will be used by the UNION for submission to the International Association of Fire Fighters yearly Death and Injury Survey.

2. When an EMPLOYEE is injured in the performance of his/her duty, the employee is responsible for notifying the supervisor of the incident as soon as possible (usually within the same work shift). The EMPLOYEE, or his/her designated representative, should provide the supervisor the notification of traumatic injury (CA-1) as soon as possible after the injury (usually two workdays).

SECTION 2: LEAVE/COP

1. An EMPLOYEE who is injured or suffers an occupational disease in the performance of his/her duties will be advised by their supervisor on the procedures for filing a claim for benefits under the Federal Employee Compensation Act.

2. The EMPLOYEEER will be advised by CPAC that Continuation of Pay (COP) may be used in lieu of sick or annual leave in connection with such injuries, except in cases where the claim has been controverted. Once a determination is made between CPAC and the supervisor, the supervisor will notify the EMPLOYEE. The day of injury is a day of duty, and, as such, is not chargeable to leave or COP. Medical documentation supporting disability from work should normally be provided to management within ten (10) business days from date of injury. Injury Compensation Specialist retains the right to terminate COP when appropriate documentation has not been made available.

3. An EMPLOYEE or their designated representative will be permitted to review those documents relating to the employees claim for compensation which the Office of Workers Compensation Program has authorized the installation to make available.

SECTION 3: PROCESSING

In all cases where the claim has been timely filed, the EMPLOYER agrees to facilitate the processing of the claim to the US Department of Labor and make reasonable effort to preclude financial hardship on the injured employee.

SECTION 4: LIGHT DUTY

Management will make every reasonable effort to retain the employee in a temporary

limited/light duty position commensurate with the seriousness of the injury and within the physical limitation imposed by the treating physician. When the physician's report indicates the employee is capable of performing light/limited duty, the employee is requested to accept any reasonable offer of suitable duty with no loss of pay. Failure of the employee to accept the work offered by the EMPLOYER and approved by the treating physician will result in termination of COP.

SECTION 5: PUBLIC SAFETY OFFICER'S BENEFIT ACT (PSOB)

The PSOB is a law under which a claimant, who has a certain relationship to a Fire Fighter who dies in the line of duty and or during firefighting activity, can be entitled to a monetary benefit. The Department of Justice, Bureau of Justice Assistance, Public Safety Officers' Benefits Division administers the program. Fire Fighters are advised to keep potential claimants, i.e., spouses, children, and/or parents informed. A claim for death benefits must be filed within one year, and medical evidence may be required to support the claim. The EMPLOYER agrees to keep accurate records of all bargaining unit EMPLOYEES to ensure that all relevant and/or required information is maintained. The EMPLOYER and the UNION will assist claimants in filing such applications.

SECTION 6: LINE OF DUTY DEATH INFORMATIONAL PACKETS

The EMPLOYER will ensure that every EMPLOYEE completes a Line of Duty Death informational packet. The EMPLOYER shall maintain and secure the informational packet. The EMPLOYER will review along with the EMPLOYEE at least annually or when the EMPLOYEE wishes to make changes to his / her packet.

ARTICLE 27

EQUAL EMPLOYEMMENT OPPORTUNITY

SECTION 1:

The PARTIES agree that the Equal Employment Opportunity (EEO) Programs shall be administered in strict accordance with Title 29 Code of Federal Regulations, Department of Defense, and Department of Army Regulations.

SECTION 2:

The PARTIES further agree that there shall be absolutely no discrimination of any kind against any EMPLOYEE on account of race, color, religion, genetic information, sex, (includes sexual orientation, gender identity and pregnancy), national origin, mental or physical disability, age or reprisal for protected EEO activity.

SECTION 3:

A poster with the names and telephone numbers of the EEO Staff and Counselors will be posted on the EMPLOYER'S bulletin boards.

SECTION 4:

The EMPLOYER and the UNION agree to cooperate in providing equal employment opportunities for all persons and to prohibit discrimination because of race, color, religion, genetic information, sex, (includes sexual orientation, gender identity and pregnancy), national origin, mental or physical disability, age or reprisal for protected EEO activity. The EMPLOYER and the UNION will conduct a continuing campaign to eradicate prejudice on the basis described in this section in implementing personnel policies, practices and matters affecting working conditions.

SECTION 5:

The UNION will be invited, subject to the limitations imposed by applicable regulations, funding, mission requirements, and availability of quotas, to send participants to local training programs in the area of Equal Employment Opportunity. Refer to Article 16, Formal, Informal, Education, Certifications and Training for additional details.

SECTION 6:

The PARTIES will consult in advance about changes in Equal Employment Opportunity policy or program.

ARTICLE 28

GENERAL PROVISIONS

SECTION 1: MEAL PREPARATION

The EMPLOYER agrees to provide sufficient time to prepare the meals that will be consumed that specific tour of duty. Such time for beginning preparation of the employee's meals shall be coordinated by the employee and supervisor without interfering with the employee's scheduled training or emergency responses. Cooking may be conducted with scheduled duties as long as the duties are completed in a timely fashion. The EMPLOYER agrees to provide gas for cooking grills at all three fire stations.

SECTION 2: LIVING QUARTERS

1. The EMPLOYER and the UNION recognize that the living quarters in the fire station represent living space allotted for rest, washroom and sleeping purposes and are very private for him/her. The EMPLOYER agrees not to use these areas outside the realm of fire department or other public purpose business unless mutually agreed upon by the PARTIES.

The EMPLOYER agrees to maintain all government-provided appliances and to repair or replace them as needed as quickly as practical. The EMPLOYER will pursue annual maintenance which includes cleaning, prompt repair of inoperable appliances that impacts critical living conditions such as cooking capability and heating and air conditioning. Interruption of critical utilities will be handled as emergency work orders. The EMPLOYER agrees to provide and maintain as a minimum beds with bedding, desks, recliners, personal lockable lockers, cook stoves, dishwashers, refrigerators, utensils, dishes, TVs (in common use areas such as Day Rooms) and furniture. For each TV that the EMPLOYER provides for the purpose of training and recreation within the common use areas at each station, the EMPLOYER will provide basic cable including three premium or satellite service plus a VCR and/or DVD.

2. UNION members recognize that any poster / picture will be displayed in good taste. The EMPLOYER reserves the right to have materials that are considered inappropriate for viewing from public view after discussion with the EMPLOYEE.

SECTION 3: WORK PLACE FAIRNESS

The EMPLOYER agrees that the workplace will be free from arbitrary and capricious actions and decisions by supervisors. Decisions and/or actions taken by the EMPLOYER will be in accordance with applicable law, rule, and regulation, negotiated agreements.

SECTION 4: GENERAL PARKING AND PARKING FOR UNION OFFICIALS

1. The EMPLOYER agrees to provide parking facilities for bargaining unit EMPLOYEES as close as possible to the fire station where those EMPLOYEES are assigned, mission and security requirements permitting. Two reserved parking spaces will be provided for IAFF

officials at the fire station where the UNION office is located.

2. The EMPLOYER will provide adequate outside electrical receptacles for reasonable use for fire and emergency services personnel when required.

SECTION 5: WASHING PRIVATE VEHICLES DURING STAND-BY TIME

On-duty Fire Fighters may wash their privately owned vehicles during stand-by time providing the following.

1. No expendable government supplies such as soap, wax, etc are used
2. Washing of personal vehicles may be accomplished inside / outside the stations after duty hours.
3. Water hoses, buckets and brushes may be used as long as they are neatly returned to their proper place.
4. The UNION and the EMPLOYER agree that washing private vehicles is a privilege and if abused violators will lose the privilege.

SECTION 6: BENEFITS, ENTITLEMENTS AND COUNSELING

The EMPLOYEES may contact the Army Benefit Center – Civilian (ABC-C) by a government phone or computer for information in regards to Federal Employee Health benefits (FEHB), Federal Employee Group Life Insurance (FEGLI), Thrift Savings Plan (TSP), Retirement, and survivor benefits. EMPLOYEES may contact CPAC for assistance. Fort Drum CPAC may to elect to hold periodic retirement seminars which EMPLOYEES will be allowed to attend if workload permits.

SECTION 7: PERSONNEL PHOTOS:

The UNION and the EMPLOYER agree to take and maintain a digital photo of each fire fighter in uniform for records. As each new firefighter is hired, their photo will be added to the electronic library. Photos will be updated as needed.

SECTION 8: ENTOMOLOGY:

Management agrees that all fire stations will be sprayed as needed for insects and pests. The facility manager will submit a work order quarterly for each station.

SECTION 9: PERSONAL PROPERTY

The EMPLOYER, in accordance with applicable laws and regulations, agrees to reimburse the EMPLOYEE for any personal property that is lost, stolen, destroyed, or damaged while the EMPLOYEE is on duty.

SECTION 10: EMPLOYEE SUGGESTIONS

The EMPLOYER encourages all EMPLOYEES to submit suggestions that will enhance and benefit the organization.

SECTION 11: ATTENDANCE AT MEMORIALS/FUNERALS

1. EMPLOYEES who worked with a former EMPLOYEE shall be afforded the opportunity to attend local calling hours and/or memorial/funeral service, subject to supervisory approval and staffing permitting.

2. A Veteran of a war, or of a campaign or expedition for which a campaign badge has been authorized, or a member of honor or ceremonial group of an organization of those veterans, may be excused from duty without loss of pay or charged to leave may be excused up to four hours subject to supervisory approval to serve as pallbearers, members of firing squads, or honor guards in funerals for members of the Armed Forces whose remains are returned from abroad for final internment in the United States.

3. A Firefighter may be excused from duty without loss of pay or charge leave to attend a funeral of a Federal Firefighter who has been killed in the line of duty, subject to supervisory approval and staffing permitting.

ARTICLE 29

LABOR-MANAGEMENT PARTNERSHIP

SECTION 1: GENERAL

The PARTIES hereby agree to continue maintaining a Labor-Management Relationship where the UNION, and the EMPLOYER work together to create a workforce that is highly motivated, multi-skilled, and technologically advanced to meet the ever changing needs of the Fort Drum Fire and Emergency Services Division. The PARTIES will work together to avoid adversarial relations.

SECTION 2: LABOR-MANAGEMENT COMMITTEE

The PARTIES agree to establish and maintain a Labor-Management Committee. (LMC).

1. The purpose of this committee is to assist in developing a quality Labor-Management Relationship between the PARTIES. The LMC will provide a process for allowing the PARTIES to become partners in identifying problems affecting conditions of employment and to develop viable solutions to those problems so that the mission of Fort Drum, specifically the Fire and Emergency Services Division's programs, can be accomplished in a more cost effective and efficient manner.

2. The LMC shall be comprised of not more than 3 members per team. The UNION president, or designee, and other UNION representatives from the executive board will represent the UNION. The Fire Chief, or designee, and additional Management Officials will represent the EMPLOYER. Any Agreement by the PARTIES will be reduced to writing by the Labor Relations Office, and signed by the UNION President, or designee and the Fire Chief or designee. The LMC will strive to meet in the first two weeks in January, April, July, and October. 3. The UNION and Management agree to participate in the International Association of Fire Chiefs (IAFC) and the IAFF, Joint Labor Management Initiative Programs.

SECTION 3: SHIFT MEETINGS

Upon mutual agreement a UNION officer and a management official of the LMC will meet with each shift to discuss issues of concern pertinent to the LMC.

ARTICLE 30

ALTERNATE DISPUTE RESOLUTIONS (ADR)

1. The PARTIES to this article are agents of the 10th Mountain Division (LI), Fort Drum Fire and Emergency Services Division and the IAFF, Local F-105, referred to as the UNION.

2. The PARTIES recognize the beneficial effects to be achieved by embracing non-adversarial procedures that might facilitate resolution of disputes. In this spirit, it is understood and agreed that the UNION and the EMPLOYER shall endorse the following ADR Procedure:

- (a) Mediation, for the purpose of this agreement, is defined as a form of ADR in which the PARTIES involved mutually and voluntarily agree to have a neutral third party facilitate negotiation of a settlement which will be satisfactory to both PARTIES.
- (b) A Mediator, for the purpose of this agreement, is defined as a trained individual who acts as an intermediary in an attempt to resolve a grievance or workplace dispute with the consent and cooperation of both the bargaining unit employee and the management representative.

- (c) ADR in Workplace Disputes, it is understood that the ADR procedures will begin with an initial pool of already trained and mutually agreed upon mediators. The UNION and the EMPLOYER will mutually agree replacement mediators as vacancies occur.
- (d) Bargaining unit EMPLOYEES may request ADR through the Negotiated Grievance Procedure (NGP). The decision regarding choice of processes is understood to have been made upon submission in writing requesting ADR outside of the grievance.

3. An employee electing to request that ADR and still maintain possible access to the negotiated grievance procedure must first file, IAFF Standard Grievance Form, and must be filed with the first level within 15 calendar days of the date of the management action-giving rise to the grievance or reasonable awareness of such action or occurrence. The grievant must also indicate that he/she wishes to use the ADR procedure. If the grievant or the EMPLOYER decline to enter into ADR mediation, or if the issues is considered inappropriate for ADR, the grievance will be processed at Step 1 grievance meeting, the grievant may request the use of ADR in writing and provide this request to the first level supervisor even if initially the grievant had not indicated an interest in using ADR. The first level supervisor must immediately contact the servicing ADR point of contact to coordinate the determination by the EMPLOYER whether or not to utilize ADR for the specific grievance.

4. In situations where an employee would like to request ADR without filing a formal grievance, the employee shall submit a written request to their serving ADR point of contact to request ADR. The request should contain a brief description of the issue or matter of concern and date(s) of the incidents(s). If an employee requests ADR to settle an issue through this procedure, the individual will not be able to file a grievance at a later date on the on the settlement. If the employee refuses to agree to these terms, the employee should follow the procedures described in paragraph d., 1 above. The mediation will be accomplished only with the agreement of the EMPLOYER. The UNION will be provided with copies of any mediation agreements reached under the provision of this paragraph.

5. If the EMPLOYER concurs with the request for ADR mediation, the servicing ADR point of contact will contact and arrange to meet with the grievant or the UNION representative, if represented. The PARTIES will then randomly select a name from a container of individual names of certified mediators. This will be the selected mediator for that dispute. A random name will be designated as an alternate in the event that the primary selectee is unavailable, or is challenged by either the UNION or Management as being proximately involved in the matters at dispute or for whom there exists some manner of appearance of conflict of interest.

6. The ADR point of contact will promptly contact the duty selected mediator, notify the mediator of his/hers selection, and provide the name, organization, and phone number of the grievant/employee, and the management official who will represent the EMPLOYER in the mediation. The ADR point of contact will be responsible for notifying the UNION representative (if any) that the grievance or issue had been accepted for mediation.

7. The ADR point of contact will promptly contact the grievant (or employee requesting

ADR) and management official and set up a mediation session convenient to all the PARTIES.

8. Mediation sessions pursuant to this agreement will be conducted on the EMPLOYER's premises normally during the regularly scheduled hours of work. No employee participant will be made to suffer any loss of pay, or change to leave, to the extent he/she is otherwise in a duty status. No overtime is authorized or payable for any time spent pursuant to this procedure. Attendees for the session will be restricted to the mediator, the grievant, and the management official identified for the mediation. It is agreed that participation in the mediation session by representatives of either side will only be by joint agreement. The mediation session will normally occur within fifteen (15) calendar days of the Employee's original request under the ADR Procedure. It is understood and agreed that under the NGP, if the mediation fails in an acceptable resolution agreement, the grievant shall have the right to elevate the grievance to Step 1 of the NGP. Such submission must occur within seven (7) calendar days following the unsuccessful mediation session. The grievant or representative will do this by contacting the servicing ADR point of contact). It is understood and agreed the mediator will attempt to facilitate the PARTIES resolving the stated issue(s) only. If mediation is successful, any settlement made will be reduced to a written agreement and signed by the PARTIES. This agreement, once approved through the proper agencies, the agreement will be considered final and binding upon the PARTIES, and will be considered as full and final resolution to the issue(s). A copy of the settlement agreements will be provided to the UNION representative (if any). The issue(s) may not be processed further or again under the provisions of the grievance or ADR procedures.

9. It is understood and agreed that mediators will not be called as witnesses in any subsequent due process proceedings involving issues they may have attempted to mediate. The PARTIES agree that except for the final written mediation agreements, not part of the mediation process, under this agreement may be used as evidence in any subsequent third party proceeding. This is to ensure the confidentiality and credibility to the PARTIES to the discussions. All settlement agreements will be tentative pending review of their legal and regulatory adequacy by representatives of the Civilian Personnel Office, the Staff Judge Advocate, or other subject matter program expert as appropriate.

10. No rights afforded to EMPLOYEES, the EMPLOYER, or the UNION under statute, executive order, regulations, or collective bargaining agreements are waived by this Agreement. If any conflict arises between the Agreement and law, executive order, regulation, or the applicable collective bargaining agreements, the higher-level authority will prevail and be enforceable.

ARTICLE 31

PUBLICATIONS AND DISTRIBUTION

SECTION 1: PUBLICATIONS

1. The EMPLOYER agrees to allow the UNION access to the Fire and Emergency Services Division's library at any time.

2. Access to the library can be obtained through the on duty supervisor in the event the library is secured.

SECTION 2: DISTRIBUTION

The EMPLOYER will furnish the UNION 80 copies of the agreement once printed. All new hires will be provided a business card with the web link to the collecting bargaining agreement as well as their Weingarten Rights.

ARTICLE 32

DURATION OF THE AGREEMENT

SECTION 1:

This agreement entered into between the EMPLOYER and the UNION, prior to becoming effective, is subject to agency head review. The effective date of this agreement will be the date of the agency head approval or 30 calendar days after its execution by the parties whichever date first occurs.

SECTION 2:

This agreement shall remain in effect for three years from its effective date. The Agreement shall be automatically renewed for periods of one year unless either PARTY gives written notice to the other PARTY not more than 90 nor less than 60 calendar days prior to the initial expiration date. If either PARTY gives notice as foresaid, to the other PARTY, representatives of the UNION and the EMPLOYER shall meet within 30 calendar days from receipt of said notice to initiate an agreement for negotiation procedures. When either PARTY request to re-negotiate 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, regulation, Executive Order, or Public Law 95-454.

SECTION 3:

The termination of the agreement as provided herein shall not in and of itself, serve to terminate the exclusive recognition of the UNION, as long as the UNION shall be eligible for such

recognition under the applicable regulations and 5 U.S.C. Section 7111.

SECTION 4:

Amendments to this AGREEMENT may be negotiated. Any request for amendment from either PARTY shall be in writing and shall contain a summary of the amendment or amendments proposed. Within 30 calendar days of receipt of such request, representatives of the EMPLOYER and the UNION may meet to discuss the matter. If the PARTIES agree on the need for such amendment, they shall negotiate the proposed amendment. No changes shall be considered other than those directly related to the subject of the proposed amendment. Both PARTIES shall duly execute any amendment on which agreement is reached

SECTION 5:

No agreement, alteration, understanding, variation, waiver, or modification of any terms or conditions contained herein shall be made by an EMPLOYEE or group of EMPLOYEES with the EMPLOYER, and in no case shall it be binding upon the PARTIES hereto unless such agreement is made and executed in writing between the PARTIES hereto and approved by the EMPLOYER.

SECTION 6:

All rights, privileges, and work related practices or conditions enjoyed by the EMPLOYER, the UNION and the unit EMPLOYEES at the present time which are not included in this AGREEMENT shall remain in full force and effect, unchanged and unaffected in any manner, during the term of this AGREEMENT unless changed by mutual consent of the PARTIES or as required by law.