

FORT SAM HOUSTON

Negotiated Agreement Between

HEADQUARTERS  
FORT SAM HOUSTON

And

INTERNATIONAL ASSOCIATION  
Of FIRE FIGHTERS  
Local F-89

Office of the Commanding General

AMPSH-AC

19 APR 1967

Secretary, Local No. F-89  
International Association of  
Fire Fighters  
309 Glenoak Rd  
San Antonio, Texas 78220

Dear Mr. Dixon,

This is in further reply to your letter of 16 February 1967, in which you requested exclusive recognition for IAFF Local No. F-89 for all permanent nonsupervisory fire fighting and inspection personnel under the command jurisdiction of the Commanding General, For Sam Houston.

I have given consideration to the unit proposed by your organization and have found it to be appropriate for the granting of exclusive recognition.

By a presentation and review of membership cards, your organization has shown valid evidence that more than 50 percent of the eligible employees in the unit are members of your local.

Based upon this evidence of majority support, and since no other employee organization is seeking exclusive recognition, approval is granted to your request for exclusive recognition. This approval is granted under the authority contained in Subchapters 3 and 6, Department of the Army Regulation CPR 700, Personnel Relations and Services (General). The unit for which this exclusive recognition is granted encompasses all permanent, nonsupervisory fire fighting and fire inspection personnel under the command jurisdiction for the Commanding General, Form Sam Houston, Texas.

Sincerely yours,

SIGNED

Major General, USA  
Commanding

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## PREAMBLE

1. This Agreement is made and entered into by and between Headquarters, U.S. Army Garrison, Fort Sam Houston, Fort Sam Houston, Texas, hereinafter referred to as the “Employer”, and Local F-89, International Association of firefighters, hereinafter referred to as the “Union”. This Agreement constitutes a collective agreement between the parties hereto.
2. It is the intent and purpose of the parties to this Agreement to promote the efficient administration of the Federal Service and the well-being of employees within the meaning of the Federal Service Labor-Management Relations Statute (hereinafter referred to as the “Statute”), to establish a basic understanding relative to personnel policies, practices, and procedures affecting working conditions and to provide for amicable discussion and adjustment of matters and of concern to the employees in the Union in which exclusive recognition has been granted.

ARTICLE 1  
COVERAGE

The Employer recognizes the Union as the exclusive bargaining representative for all eligible employees in the bargaining unit, which includes all permanent, nonsupervisory fire fighting and fire inspection personnel under the command jurisdiction of the Commander, U.S. Army Garrison, Fort Sam Houston. Excluded from the recognized unit are all management officials and supervisors as defined in the statute.

ARTICLE 2  
LEGAL AND REGULATORY REQUIREMENTS

In the administration of all matters covered by this agreement, officials and employees are governed by:

1. Existing or future law
2. Published agency and government-wide policies and regulations in existence at the time the agreement was approved;
3. Subsequently published agency or government-wide policies and regulations which do not conflict with the agreement, which are agreed to by supplemental written agreement, which are required by law to be applicable to prior existing agreements;
4. The terms of any subsequently controlling agreement at a higher agency level.

### ARTICLE 3

#### MATTERS FOR CONSULTATION AND NEGOTIATION

It is agreed that subjects appropriate for consultation or negotiation between the parties shall include personnel policies and practices and other matters affecting general working conditions of employees within the bargaining unit which fall within the scope of authority of the Employer. Such subjects may include but are not limited to various aspects of occupational health and safety, employee training, labor management cooperation, employee welfare and services, methods of adjusting grievances and appeals, hours of work, pay practices, granting of leave, promotion plans, demotion practices, and reduction in force practices.

ARTICLE 4  
CONSULATATION

4-1. Representatives of the Union and the Employer shall meet and consult in good faith regarding personnel policies and matters affecting working conditions described in this Agreement. Both the Union and the Employer will be responsive to requests to meet with the other party for the above purpose.

4-2. When the Union and Employer consult, the number of representatives and the amount of official time allotted will be kept to a minimum number consistent with the subject to be discussed. Normally, consultations will be held during regular working hours and a Union representative who is an employee and whose regular tour of duty includes the time set for consultation will be permitted to attend without charge to leave. Upon receipt of satisfactory substantiation of the need for participation of additional Union representatives, the Employer may allow these individuals to attend without a charge to leave. No employee being paid at an overtime rate will be excused to attend.

4-3. The Employer agrees to maintain a written summary of the monthly Union-Management meetings (meetings between the Union stewards, vice president, and appropriate supervisory officials of the Fire Department) when the parties agree it is appropriate, to ensure that all supervisors have a mutual understanding of agenda items when agreements are reached on matters appropriate for consultation or negotiation.

ARTICLE 5  
RIGHTS AND OBLIGATIONS OF THE EMPLOYER

5-1. Management officials of the agency retain the right, in accordance with applicable laws and regulations:

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the agency.
- b. 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.
- c. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted.
- d. 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.
- e. To take whatever actions may be necessary to carry out the agency mission during emergencies.

5-2. The right to make rules, regulations, and policies shall be considered acknowledged functions of the Employer. In making rules, regulations, and policies relating to personnel policies, practices and procedures, and matters of working conditions, the Employer shall give due regard and consideration to the rights of the Union and the obligations imposed by this Agreement.

5-3. The Agency elects to meet and confer 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.

5-4. Nothing in this Article shall preclude the Employer and the Union from negotiating:

- a. Procedures which management officials of the Employer will observe in exercising any authority under this Article; or
- b. Appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management officials.

## ARTICLE 6

### RIGHTS AND OBLIGATIONS OF THE EMPLOYEE

6-1. Each employee shall have the right to form, join, or assist any labor organization, 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.

6-2. Nothing in the agreement shall require an employee to become or to remain a member of a labor organization or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

6-3. Any employee has the right, regardless of labor organization membership, to bring matters of personal concerns to the attention of appropriate management officials in accordance with applicable laws, rules, regulations, and to choose his own representative in a grievance or appeal action, except for matters covered by the negotiated grievance procedure.

6-4. The Employer shall take such action consistent with law or regulation as may be required to inform employees of their rights and obligations.

6-5.

a. Upon request of the employee concerned, his Official Personnel Folder or Employee Record Card (SF7B) will be made available to him, or to his designated representative. The Official Personnel Folder cannot be removed from the DCP and must be reviewed at that location.

b. The Employer will have due regard for applicable law and regulation in release of information from official records pertaining to employees.

## ARTICLE 7

### RIGHTS AND OBLIGATIONS OF THE UNION

7-1. The Union is the exclusive representative of the employees in the bargaining unit and is entitled to act for and to negotiate agreements covering all employees in the unit and is responsible for representing the interest of all such employees without discrimination and without regard to Labor organization and without regard to Labor organization membership. The Union will be provided all representational rights and duties as set forth in section 7114 of PL 95-454.

7-2. The Union shall be given the opportunity to be represented at:

- a. Any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or
- b. Any examination of any employee in the unit by a representative or the agency in connection with an investigation if:
  - 1) The employee reasonably believes that the examination may result in disciplinary action against the employee; and
  - 2) The employee requests representation

7-3. The Union agrees that it shall not call, or participate in, a strike, work stoppage or showdown, or picketing of agency in a labor-management dispute if such picketing interferes with an agency's operations, or to condone such activity by failing to take action to prevent or stop such activity. Picketing will not be conducted on agency property.

## ARTICLE 8

### UNION REPRESENTATION

8-1. The Union agrees to furnish the Employer a complete written list of officers and stewards promptly upon signing of this Agreement. A revised complete list will be furnished the Employer promptly upon election of officers and upon appointment or change (including deletions) of the stewards. No officer or steward will be recognized or will be entitled to official time for Union representation whose name does not appear on the list. The Director, Civilian Personnel shall be the recipient of the listing.

8-2. The Union shall be authorized four stewards.

8-3. Officers and stewards properly designated by the Union are authorized a reasonable amount of time to perform the following duties during duty hours without charge to leave:

- a. To meet with supervisors and management officials to discuss matters which concern administration of the Agreement, exclusive of negotiations.
- b. To serve as a Union representative of an employee when designated by the employee to represent him in a grievance.

8-4. The determination of what constitutes a "reasonable amount of time" for Union representation purposes will be made on a case by case basis and will be determined in relation to the employee's (the representative's) job requirements for job performance. Use of official time will be permitted only for one Union representative for each case or complaint.

8-5. The Union agrees that its officers, representatives, and stewards will use official time for the activities described judiciously and will guard against the use of excessive time in performing those activities. Where such time has been misused, and appropriate remedial action may be initiated by the Employer and/or the Union. Permission for these activities will be secured in accordance with provisions of paragraph 8-6 of this Article.

8-6. The following procedure will apply to both stewards and officers:

- a. Each steward/officer who is employed by the Employer must obtain permission from his supervisor in advance regarding time to be spent on representation activities. The Union steward/officer will advise his supervisor or his designee when he is leaving his work location for the duties described in paragraph 3-3 above, providing information in sufficient detail as to allow the supervisor to make a determination regarding the

use of official time. Additionally, the steward/office will indicate where he can be reached by telephone, and the length of time he anticipates being away from his work center. If a supervisor determines that the steward's/officer's presence is necessary to meet mission needs of the Employer, the steward/officer will be so informed and the Union may reassign the case.

b. Prior to entering an employee's work area, the steward or Union representative will notify the employee's supervisor and request permission.

c. The steward/office will report to the supervisor when he returns to his assigned duty station.

d. If management determines that the steward/office has spent more than reasonable time on a particular case, management will consult with the Union in an effort to determine the proper course of action. If not agreement can be reached, management may advise the Union that no additional time will be approved for the steward/officer on that case.

8-7. The Union agrees that all stewards will receive investigate legitimate complaints only and shall not solicit complaints or grievances from the employees.

8-8. The Union agrees that internal Union activities will be conducted during the employee's own time and not during duty time in work areas. These activities include but are not limited to solicitation of memberships, dues collection, circulation of petitions, campaigning, and distribution and posting of literature.

8-9. The employer and the Union agree that once a matter has reached a formal state, they will exhaust every practicable effort to resolve problems and complaints within the regulatory framework at the lowest possible administrative level of both the Employer and the Union (i.e., normally the first line supervisor and the steward).

8-10. The Union agrees that they will not take complaints or problems off the installation until the Commander or Director of Civilian Personnel is advised of the matter and both parties agree that no settlement can be reached locally.

8-11. The Union agrees to notify the Employer, normally the Director of Civilian Personnel, in advance of the proposed visit of officers or representatives of the International Association of Fire Fighters for the purpose of conducting appropriate Union/management business. Consultation between the parties (i.e., local and national representatives and the Director of Civilian Personnel will take place as appropriate or upon request. The Director of Civilian Personnel will make

appointments for the Nation Representatives with the appropriate management officials when necessary.

8-12. When serving as a designated employee representative in an established appeals procedure, the steward/officer shall receive such official time as may be provided or allowed in the law or regulations governing the appeals procedure.

## ARTICLE 9

### SICK LEAVE

9-1. Sick leave will be administered in accordance with Fort Sam Houston Regulation 690-14 and applicable laws and negotiations.

9-2. Operational needs permitting sick leave, as necessary, may be granted to the extent due and accrued for medical, dental or optical appointments, examinations, or treatment. Employees shall make every effort to make appointments at hours that will result in the least possible disruption to their normal working schedules. Requests for sick leave shall be made in advance, and time granted shall not exceed that required for travel, examination, and treatment. Employees will be expected to return to work upon completion of such appointments, provided that they are physically able and can report for as much as two hours; or annual leave may be granted at the discretion of the supervisor upon request for an employee for the remainder of the day which is not appropriate for charge to sick leave.

9-3. Sick leave for absences because of illness, injury, or other circumstances of incapacity which cannot be anticipated in advance, will be requested as soon as possible after the beginning of the illness, normally within 30 minutes prior to the change of the shift. All employees are responsible for making every reasonable effort to insure that notification in made to their supervisor. When reporting, the employee shall furnish the reason for absence and the estimated duration of absence. If the employee finds that he will be absent beyond the original estimated time, he will report this to the appropriate management Official not later than the last day of the originally reported absence, indicating the reasons for the continuing absence and when he expects to return to work. Such notification will not in itself be justification for approval or disapproval of sick leave. Upon return to duty, the employee's request for sick leave will be considered on an individual basis.

9-4. Employees working a 72-hour workweek will be required to support sick leave of more than two consecutive 24-hour duty periods with a medical statement. Employees working a 40-hour, or 56-hour workweek will be required to support sick leave of more than three consecutive duty period with a medical statement. Ordinarily, a medical statement will not be required for periods of sick leave shorter than those described above. However, where there is reason to believe that an employee is abusing sick leave, a medical statement from a physician may be required for every absence regardless of its duration. An employee suspected of sick leave abuse will be counseled regarding the proper use of sick leave. Failure to provide a medical statement when required may result in disciplinary action in accordance with applicable regulations.

## ARTICLE 10

### ANNUAL LEAVE

10-1. Annual leave will be administered in accordance with Fort Sam Houston Regulation 690-14 and other applicable laws and regulations.

10-2. The Employer will develop an annual leave schedule by the first full pay period in January of each year to insure that all employees are given an opportunity for a reasonable vacation and to use any leave they would have otherwise forfeit at the end of the leave year. The final determination as to the amount of annual leave granted at any time will be made by the leave approving official. To the extent that requests for leave can be accommodated, and operational and staffing requirements as determined by management can be met, annual leave will be approved for the time requested by the employee. In those instances where management determines that an employee must forego previously approved leave, assistance will be provided the employee in rescheduling the leave.

10-3. Establishment of leave schedules:

- a. The Employer will establish the number, types, and grades of employees who may be off at any given time. To the extent that they accrue sufficient leave, the employees, beginning with the highest graded personnel first and continuing in descending order of grade level and seniority, will request leave by making a selection in the following order:
  - First round selection – Two consecutive weeks
  - Second round selection – One week
  - Third round selection – One or two weeks depending upon leave category
- b. Separate leave schedules will be established for the Operations and Inspection Sections.
- c. After all employees have had leave scheduled for the First round (or maximum leave is scheduled if it is less), all employees will submit their requests for the Second round and then Third round. Requests or selections by employees will be made at time offered. Any employee who does not make his selection when first offered will forfeit his turn until after all other employees have made their selection for that round.
- d. Any additional leave requested (maximum carryover) may be scheduled after all other leave scheduling has been completed.
- e. “Weeks” as used in this provision for scheduling leave during the first year of this agreement will be defined as any

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

10-4. Requesting, cancelling, and rescheduling:

Employees will submit Standard Form 71 indicating if scheduled leave is to be taken or not to be taken. The Standard Form 71 will be submitted two weeks or more in advance of the scheduled leave period.

Once scheduled, an employee may change is leave only if the work situation will allow rescheduling and it does not interfere with scheduled leave of other employees.

10-5. The period of 15 December through 1 January is defined as the holiday season and will not be scheduled using the procedure in paragraph 10-3.

- a. Prior to scheduling of leave a lottery will be conducted for a one week leave period for Christmas and a one week period for New Years. One employee will be picked for Christmas week and is not eligible for the New Year week unless that employee declines the Christmas week and then another will be picked for Christmas week.
- b. This one week leave period will be the lottery winner’s first pick and will allow the winner a two-week pick for the second round of leave scheduling.
- c. Winning either lottery will exempt the individual from entering the next year’s lottery. This exemption will last one year.
- d. Another lottery will be conducted one month prior to the holiday season for the shift that works Christmas Eve and New Year’s Eve and the shift that works Christmas Day and New Year’s Day. This lottery will determine which additional employees may be granted leave on the “Eves” and the “Days” if operational and staffing requirements, as determined by the Employer, permit. Winning this lottery does not exclude that employee(s) from the next year’s lottery if he/she works the Days or Eves again.
- e. Leave for the remainder of the holiday season, excluding the Eves and the Days, will be granted if operational requirements permit, on a first-come basis after the leave schedule has been posted.

10-6. Employees may use annual leave for unforeseen circumstances and/or emergency situations. Except when circumstances beyond the control of the employee do not permit, employees must notify the appropriate management officials(s) (ordinarily the immediate supervisor) at least 30 minutes before the beginning of the regular work shift and request approval of the use of emergency annual leave. Additionally, the employee shall furnish the reason for the absence and the estimated duration of absence. Such notification will not, in itself, be justification for approval or disapproval of leave. Approval of annual leave under these circumstances will be considered on an individual case basis, and employees may be requested to furnish additional information upon return to duty before final determination (approval or disapproval) is made.

## ARTICLE 11

### OVERTIME

11-1. The Employer agrees that compensation for overtime, Saturday, Sunday, and holiday work will be made in accordance with applicable Federal law.

11-2. The Union recognizes the right of the Employer to select and require employees to perform overtime work required to accomplish the mission of the activity.

11-3. An employee shall receive at least two (2) hours compensation if called back to work on an overtime basis.

11-4. Overtime assignments will be distributed equitable among the employees qualified to perform needed duties. Supervisors shall not assign overtime work to employees as a reward or penalty.

11-5. All personnel assigned to scheduled shifts shall change shifts promptly at the prescribed time, unless of going personnel are required to remain on duty.

11-6. When employees are required to remain on duty they will be paid for overtime as appropriate under the applicable regulation. Fifteen minutes will be the established minimum of payment.

11-7. Any overtime records maintained by the Employer will be made available to the Union upon request.

## ARTICLE 12

### TOURS OF DUTY

12-1. Pursuant to the right reserved in Article 5, Rights and Obligations of the Employer, the Employer shall establish tours of duty and/or shift operations as the Employer deems necessary for efficient operations and for accomplishment of assigned missions.

12-2. Changes to advance schedules may be necessary and will be made by the Employer to meet unforeseen requirements. The Union and affected employees will normally receive one week's advance written notice. The Commander or his designee may make an exception to the advance notice requirement when emergency situations and/or operating needs and mission requirement(s) preclude compliance. Changes in tours of duty will normally remain in effect for at least one pay period.

12-3. The Employer agrees that tours of duty for fire fighters will conform to the work period basis established for fire fighter personnel provided in applicable Federal law and regulations.

12-4. Scheduled shifts for employees shall be establish on an annual basis, as far as possible, and will be posted not later than 15 December each year for the succeeding year.

12-5. Employees, upon mutual consent and subject to the approval of the Fire Chief/Asst Fire Chief, may exchange days off provided the exchange does not result in the payment of overtime. Such "trading time" must conform to the following:

- a. The agreement to trade time must be in writing (SF-71) and signed by both employees.
- b. The Trading of time is done voluntarily by the employees participating in the program and not at the behest of the Employer.
- c. The reason for trading is due, not to the Employer's business operations, but to the employee's desire or need to attend personal matters.
- d. A record is maintained by the Employer of all time traded.
- e. The trading of time is done within the same pay period.

12-6. Early Relief and Holdover:

a. Early relief is the practice of employees relieving employees on the previous shift or tour of duty prior to the scheduled starting time. Employees may use early relief, subject to the approval of the Employer, when:

- 1) The participating employees mutually agree to this practice; and
- 2) The early relief period does not exceed one (1) hour.

b. Holdover is a practice of employees on the duty shift staying over for on-coming shift employees. This practice is subject to the criteria in Section 12-6(2) above.

c. In order to protect the rights of all employees, abuse of the early relief/holdover practices may be grounds for suspension of the privilege for the abusing employee.

d. It is understood that there is no overtime entitlement to an employee holding over or relieving an employee of the previous shift.

12-7. The official duty station for employees of the Fort Sam Houston Fire Station is Fort Sam Houston; for the Bullis Fire Station, Camp Bullis; and for the Stanley Fire Station, Camp Stanley Storage Activity.

12-8. Upon request and subject to approval by the Fire Chief, qualified employees shall be allowed to rotate work locations, i.e., duty stations. A change in duty station under these procedures will normally be effected in January of each year. All requests are subject to the following conditions:

- a. The employees must mutually agree in writing to the exchange. This agreement must be submitted to the Fire Chief during November for the succeeding year's annual rotation.
- b. Seniority will control if there is more than one equally qualified employee volunteering for the same duty station.
- c. The exchange of duty stations will be for one (10) year.
- d. All employees volunteering for rotation must meet eligibility requirements as determined by the Employer.

12-9. When an employee from FSH is detailed to work at a satellite station (Bullis, Stanley) beyond 2030 hours, management will normally permit the employee to finish the tour of that location. The satellite employee returning to work after 2030 hours will complete said tour of duty at Central Fire Station, FSH at the option of management.

12-10. Fire fighters who work tours of 24 hours when practicable shall be assigned work schedules whereby such employee's schedule would be as follows: Actual work assigned, 8 hours; allowance for standby duty, 8 hours; and the remaining 8 hours allowed for eating and sleeping. Such period allowed for eating and sleeping need not be specifically set aside by clock hours, since under these conditions of the duty such action is not feasible.

12-11. "Tour of duty" means the hours of a day (a daily tour of duty) and the days of an administrative workweek (a weekly tour of duty) that are scheduled in advance and during which an employee is required to perform work on a regularly recurring basis.

12-12. Temporary personnel assignments between fire stations for filling-in purposes will be on a rotational basis from a duty roster. Shift supervisors may approve a volunteer when justified.

12-13. Employees may request a change in tour of duty (shift) under the following conditions:

- a. Shift changes will not reduce manning on a shift to a less than minimum established by the Employer.
- b. Shifts changed FROM must have at least one or more person scheduled TO work than the shift changed to (after scheduled leave).
- c. Shift changes will be approved no more than 30 days nor less than 7 days in advance.
- d. Request will be submitted in duplicate on SF 71(Application for Leave).

## ARTICLE 13

### DETAILS

13-1. Details of 30 days or less are considered to be informal and do not require any formal personnel action. Details in excess of 30 continuous days are considered to be formal details requiring official documentation by submission of Standard Form 50 inclusion in the employee's official personnel folder.

13-2. Employees detailed for 30 days or less may submit an SF 172, Amendment to Personnel Qualifications statement, for inclusion in their official personnel folder. The SF 172 must reflect the number of days detailed to specific duties and must be countersigned by the cognizant supervisor to authenticate the employee's claim.

13-3. Details to higher graded positions will be in accord with applicable regulations.

ARTICLE 14  
MERIT PROMOTION

14-1. Fort Sam Houston Regulation 690-4, Merit Placement and Promotion, will govern merit placement and promotion procedures.

14-2. Vacancy announcements will be open for receipt of applications for a minimum of ten (10) calendar days prior to closing date to provide employees and opportunity to apply for vacancies. All vacancy announcements shall be posted on official bulletin boards or otherwise brought to the attention of employees and the Union.

14-3. Each employee is responsible for the timely submission to the CPO of a fully completed and signed For Sam Houston Form 2295 and 2295A (if required by the announcement) for each announcement and position in which the applicant is interested.

14-4. All applicants will be informed as to whether they were considered and whether they were found eligible on the basis of the minimum qualification requirements for the position. Applicants will also be informed of whether they were found eligible on the basis of the minimum qualification requirements for the position. Applicants will also be informed of whether they were referred to the selecting supervisor for consideration and who was selected for promotion.

14-5. In accord with FSH Reg 690-4:

- a. Subject Matter Expert (SME) Panels will be convened by the Employer to develop new or update existing Knowledges, Skills, and Abilities (KDS's) for crediting plans applicable to positions in the bargaining unit.
- b. When an SME Panel is to be convened, the Union will be given the opportunity to nominate two bargaining unit employees to serve as members of the Panel.
- c. The Union's nominees must be currently employed in the identical title, series, and grade (or higher grade) as that to be rated and meet any other requirements as may be determined by the Employer.

## ARTICLE 15

### CLASSIFICATION

15-1. The employer agrees that supervisors, with the assistance of Civilian Personnel Office specialists, will explain to employees, upon request, the basis of the classification of their positions and resolve questions as to the adequacy and accuracy of their position descriptions.

15-2. Dissatisfactions regarding classification of positions will be resolved in accordance with applicable regulations. Representatives of the Civilian personnel Office, upon request, will advise employees on the procedural aspects of filing position classification appeals. The employee may designate a representative or representatives, other than a member of management or an employee of the Directorate of Civilian Personnel, to assist him in preparing the written appeal. Irrespective of the number of representatives assisting the employee, only one representative from within the bargaining unit will be granted official time to participate in any formal meetings with management.

15-3. The employer agrees to inform the union of any changes in job descriptions which adversely impact on bargaining unit employees.

## ARTICLE 16

### REDUCTION IN FORCE

16-1. The Employer shall inform the Union of proposed action to implement reduction-in-force prior to issuance of individual notice to employees. The Employer will inform the Union as to the appropriate number of positions involved, types of positions and proposed effective date.

16-2. The Employer agrees to give separated employees appropriate consideration as specified in applicable regulations, for re-employment.

16-3. Employees who have been down-graded, without personal cause and not at their own request, will be given in accordance with applicable regulations, consideration for repromotion to the grade or the equivalent grade from which they were down-graded.

## ARTICLE 17

### WORK ASSIGNMENTS

17-1. In accordance with applicable law, appropriate regulations, and this agreement, the Employer retains the right to assign, reassign, and detail employees; to assign work and to determine the personnel by which agency operations shall be conducted; and to determine the numbers, types, and grades of employees assigned to any organizational subdivision, work project, or tour of duty.

17-2. The Employer agrees that, insofar as practicable, the assignment of work shall be reasonably related to the duties and responsibilities assigned to an employee's position.

17-3. Employees who work tours of 24 hours are normally allowed eight (8) hours for eating and sleeping. Such periods allowed for eating and sleeping need not be specifically established by clock hours, however, under no conditions may such sleep time extend beyond 0630 hours.

17-4. During a sleep period when only one apparatus responds to an emergency call, the crew remaining in the station may return to bed when the Assistance Chief declares the emergency situation secure.

17-5. The Employer agrees that the noon standby period is 90 minutes and that this period will begin as close to 1130 hours as possible.

## ARTICLE 18

### EQUAL EMPLOYMENT OPPORTUNITY

The Employer and the Union mutually agree that they will continue to work cooperatively to assure that all employees have equal employment opportunity, and that no none is discriminated against because of race, color, religion, sex, age, or national origin. The parties agree not to discriminate because of lawful political affiliation, labor organization membership, physical handicap, or marital status.

## ARTICLE 19

### EMPLOYEE ASSISTANCE PROGRAM

#### PART I - EMPLOYEE COUNSELING SERVICES

19-1. The Employer recognizes that behavioral and/or emotional problems unrelated to alcohol or other drug abuse can interfere with an employee's job performance.

19-2.

a. A supervisor shall immediately refer to the Employee Counseling Services Program any employee who acknowledges having a behavioral/emotional problem, either of his own or of a family member. If the supervisor reasonably suspects that the employee has a problem in this area, the supervisor should refer the program to the employee. An employee may seek the assistance of the program without notifying the supervisor.

b. Employee participation in the program shall be voluntary.

19-3. The Civilian Program Coordinator will maintain listing and information regarding community facilities for treatment of medical/behavioral problems. This information may include, but is not limited to, cost and eligibility criteria. The Civilian Program Coordinator will refer the employee to an appropriate community resource; i.e., agencies or individuals offering screening and/or diagnostic services in the community.

#### PART II - ALCOHOL AND DRUG ABUSE PROGRAM

19-4.

a. The Employer and the Union agree to support the DA Alcohol and Drug Abuse Prevention and Control Program (ADAPCP) and have as their goal the early identification of possible cases of alcoholism or drug abuse and the motivation of employees to seek assistance.

b. When alcohol or other drug problems are underlying factors in deteriorating job performance, prompt assistance may lead to early identification and rehabilitation. Early intervention will be helpful in returning employees to full productivity.

19-5.

- a. Each employee is responsible for:
  - 1) Recognizing the adverse effect that alcohol or other drug abuse is having on job performance;
  - 2) Seeking appropriate assistance in problem resolution; and
  - 3) Bringing job performance to an acceptable level through control of the problem.
- b. When an employee has alcohol or other drug abuse problems he may obtain assistance by:
  - 1) Volunteering for referral to the ADAPCP directly or through his supervisor, Civilian Program Coordinator, Occupational Health Service, Union representative or other appropriate source.
  - 2) Referral to the ADAPCP by a physician as the result of a fitness-for-duty examination.

19-6.

- a. Participation by an employee in all aspects of the ADAPCP is voluntary. Employees who choose to accept ADAPCP services will be enrolled in the installation ADAPCP and may participate in either the installation rehabilitation program or an approved rehabilitation program in the community.
- b. The Civilian Program Coordinator will provide referral and follow-up services for employees who elect to participate in approved community rehabilitation programs.

19-7. The diagnosis of alcohol and other drug abuse can be made only by a physician. Until a physician has made such a diagnosis; no diagnostic term will be used with reference to the individual.

19-8. An initial interview will be conducted with an employee referred to the ADAPCP. This interview will be conducted by a counselor and will be completed prior to the employee's referral to the physician for clinical evaluation.

19-9. Employees enrolled in the ADAPCP will be limited in days of active rehabilitation and participation in follow-up rehabilitation in accordance with AR 600-85.

19-10. Operational needs permitting, employees may be granted sick leave or other authorized leave, to obtain treatment and rehabilitation.

19-11. No employee will have job security or promotion action jeopardized by a request for counseling or referral assistance, except as limited by a sensitive position assignment (Para. 6c(2), AR 690-1).

19-12. The ADAPCP provides procedures by which an employee with alcohol or other drug-related problems is offered rehabilitation assistance. An employee affected by an adverse/disciplinary action for absenteeism, misconduct, and marginal or unsatisfactory job performance related to alcohol or other drug abuse may request rehabilitative assistance in accordance with AR 600-85.

19-13.

a. The Union may have a representative at any training program provided for unit employees concerning the ADAPCP program.

b. Union representative may be invited to management training on the program at the option of the Employer.

19-14. The Union may be furnished upon request ADAPCP literature in the form of posters, brochures and other handouts. The Union may redistribute such information to employees or post the information on Union bulletin boards.

## ARTICLE 20

### DISCIPLINARY ACTIONS

20-1. The Union agrees to encourage employees to discharge assigned duties conscientiously, to conduct themselves, both on and off the job, in a manner which reflects credit on the Union, themselves, and the Army, to respect the administrative authority of those directing their work; and to observe the spirit as well as the letter of the laws and regulations governing conduct. The Employer agrees to place primary emphasis on preventing situations requiring disciplinary actions through effective employee-management relations.

20-2. The Employer agrees that any employee in the unit, member or non-member of the Union, may bring to the attention of the Union any notice of proposed disciplinary or adverse action notice, or notice of final decision, except those issued under the Army Regulations Security Program. The Union agrees that unless the employee divulges such information, the Employer may hold any information relative to a disciplinary action as a privileged and private matter between the Employer and the employee.

20-3. The Employer agrees to inform employees and their designated representatives of the procedural aspects of filing a grievance or an appeal regarding disciplinary actions. The Union agrees to encourage employees to make an honest effort to resolve grievances or other matters at lowest possible levels of both agency and Union.

## ARTICLE 21

### BULLETIN BOARDS

21-1. The Employer agrees to make a reasonable amount of space available on appropriate bulletin boards for the posting of Union notices and bulletins. All such notices and bulletins are subject to post auditing by the Fire Chief.

21-2. Notices and bulletins will be removed from the bulletin boards as soon as their purpose has been served.

21-3. The Union agrees that literature in violation of any law, or which contains libelous or scurrilous material will not be posted.

## ARTICLE 22

### SAFETY

22-1. The Employer shall make every reasonable effort to provide and maintain safe working conditions. The Union will cooperate by encouraging employees to work in a same manner and to report promptly and unsafe practice or condition observed to the appropriate supervisor.

22-2. The Employer agrees to furnish fire fighting protective clothing and equipment prescribed in appropriate regulations.

22-3. A Union representative will be permitted to accompany Garrison Safety personnel and/or OSHA inspectors during scheduled or unannounced safety and health inspections. Absence of a Union representative will not delay an inspection.

## ARTICLE 23

### CIVIL DISTURBANCES

23-1. During civil disturbances, Fire Protection personnel will be utilized in accordance with applicable laws and regulations concerning civil disturbances.

23-2. Fire Protection personnel will be provided adequate protection and escort when sent into a specific area of civil disturbances.

23-3. When a civil disturbance is in progress or anticipated, each request for fire fighting assistance which will require dispatch of fire fighting equipment and employees of the unit to an off-post location, must be approved by appropriate authority.

## ARTICLE 24

### TRAINING

24-1. It is agreed that initial and continuing proficiency training is essential. In emergencies, action must be swift and sure. It must be a reflex of planning, knowledge, and practice. Recurrent training also is essential because of the rapid development of new materials, systems, and operational hazards and the evolution of corresponding protection procedures and devices. A comprehensive training program must be maintained to provide a competent force of personnel. During training, just as during all activities, every reasonable precaution will be taken to insure maximum safety and well-being of employees.

24-2. The Employer agrees to request funds annually for training. Subject to the availability of funds, the Employer will plan and provide for training and development of employees as required to accomplish the mission, including retraining as may be required due to the introduction of new equipment and procedures. This may involve many different types of training, such as refresher training; technical training; training in new or shortage skill categories; on-the-job training; job related courses and seminars, etc. The DOD Fire Protection School(s) will be used as a training site when deemed appropriate by the Employer.

24-3. Both the Union and the Employer will take action to encourage employees in self-development as a means to increase their job knowledge and efficiency.

24-4. The employee agrees to the premise that all fire fighters should be proficient for assignments to Fort Sam Houston, Camp Bullis, or Camp Stanley, and that training assignments will be established consistent with operational requirements and available resources.

24-5. Excused absences may be granted to employees to attend job-related conferences, conventions, and seminars in accordance with FSH Reg 690-14.

24-6. The Employer agrees to provide and maintain an adequate and up-to-date library on subjects pertaining to the fire service. The library will be accessible to employees on duty, including satellite stations, on a 24-hour basis.

## ARTICLE 25

### AWARDS

The Employer agrees to publicize, within the Fire Department, all awards given to fire fighters (by name, grade, etc).

## ARTICLE 26

### CIVIC ACTIVITIES

26-1. The Union and the Employer agree to cooperate in and actively support all fair and reasonable civic programs such as fund drives, savings bond drives, and blood donor programs.

26-2. The Employer and the Union recognize that local and national health, welfare, and emergency relief organizations depend largely upon voluntary contributions for successfully achieving their objectives, and encourage employees as individual citizens and as members of Fort Sam Houston community to contribute voluntarily to worthwhile organizations as part of their personal responsibility as citizens.

## ARTICLE 27

### CONSERVATION

This Union agrees that it will give its active support to eliminate wasteful practices, to conserve materials and supplies, to increase transportation savings (i.e. car pools), to prevent practices which restrict production and hamper efficiency, and to encourage the submission of ideas for improvements and cost reduction.

## ARTICLE 28

### UNIFORMS

28-1. It is agreed that the policies regarding the wearing of the uniform, and initial and replacement allowance, are established by statutes, Department of Defense and Department of the Army Regulations.

28-2. Budget considerations permitting, as determined by the Employer, the Employer agrees to provide an initial issue of the following items: collar pins, shirt patches, and name tags. Replacement items will be provided upon proper justification to the Fire Chief. Items lost through negligence will be replaced at the employee's expense.

28-3. Safety shoes and safety glasses will be furnished at no cost to the employee on an as needed basis.

28-4. Employees may wear dark blue or plain white tee-shirts (with or without Fire Department logo) during periods of extreme heat, physical activity or standby time.

28-5. Employees may, under extreme cold conditions (below 30 degrees F), wear outer garments that are not otherwise specifically prescribed in the SOP, while performing outdoor duties. The non-standard garments (coats, gloves, headgear, etc.) are subject to the Employer's approval and are to be provided at no cost to the Employer.

## ARTICLE 29

### PERSONAL APPEARANCE

29-1. Employees will at all times, look clean and neat in appearance.

29-2. Hair styles shall not interfere with the proper performance of duty and shall not present a safety hazard.

29-3. Facial hair will not be grown in the facial area that comes in contact with the sealing surface of the self-contained breathing apparatus face mask.

## ARTICLE 30

### PUBLICATION

30-1. The parties agree to share the cost of publication of this Agreement. The Union will be provided 75 copies of the agreement for initial distribution. The Union will be responsible for providing copies of the Agreement to shop stewards, union officials, and all employees of the bargaining unit, as well as all new employees. The Employer will be responsible for providing copies of the Agreement to supervisors and management officials.

30-2. The Union will notify the Employer when the supply of agreements is low so that a joint decision can be made on the printing of additional copies of the Agreement.

## ARTICLE 31

### FACILITIES

31-1. Subject to available funds and resources the Employer agrees to provide and maintain reasonable comfortable living spaces, recreational space, equipment, dining facilities including but not limited to cooking stoves and refrigerator. The Employer agrees in principle that the above spaces shall be substantially equivalent to space allocated for similar facilities at Fort Sam Houston subject to applicable law, rule, or regulation.

31-2. Equipment, such as heating and air conditioning, which affects the health, comfort and morale of employees will receive service repair and/or replacement when needed.

31-3. The Employer agrees that whenever possible, facilities will be made available for Union meetings during non-work (standby) hours of the employee involved. This use will have no disrupting or distracting effect on the business of the Employer, and use of space is not precluded by official need or the terms of applicable directives. The Union agrees to comply with normal safety, security and utilization policies and regulations concerning facilities made available.

## ARTICLE 32

### INTERPRETATION OF REGULATIONS

32-1. Questions involving interpretation of regulations which arise during the processing of a grievance will be resolved in the following manner:

- a. Upon agreement that the facts of a particular grievance are not in dispute and that the sole remaining issue is the interpretation of a regulation or policy, the Employer (normally the Director of Civilian Personnel) will compile a record of the facts of the case, including a description of the grievance and any other supporting material.
- b. The aggrieved party will be given the opportunity to review this submission and to submit, as part of the record, such written comments as he may desire regarding interpretation of the regulation or policy.
- c. The record, consisting of an agreed stipulation of facts and the respective arguments of the Employer and the aggrieved party regarding interpretation of the regulation or policy, will be forwarded through Command channels to the proponent of the regulation or policy for official interpretation.

32-2. The interpretation of its regulation by the proponent will be binding on all parties. Upon receipt of the official interpretation the aggrieved party will be notified in writing by the Employer. No request for interpretation of a regulation or policy will be referred for official determination under this procedure unless such an interpretation is the sole remaining issue to be resolved.

32-3. If, notwithstanding the availability of the above described procedure, arbitration is requested in a case which involves in any respect, the interpretation of a regulation or policy, such interpretation will not be made by the arbitrator. Rather, the interpretation of the proponent of the regulation or policy will be required. The interpretation of the proponent shall be binding on the arbitrator and the parties.

## ARTICLE 33

### GRIEVANCE PROCEDURE

33-1. The purpose of this Article is to provide for a mutually acceptable method for the prompt and equitable settlement of grievances. This procedure shall be the exclusive procedure available to the parties and employees employed in the bargaining unit for resolving grievances. A grievance means any complaint:

- a. by any employee concerning any matter relating to the employment of the employee;
- b. by the Union concerning any matter relating to the employment of an employee; or
- c. by any employee, the Union, or the employer concerning:
  - 1) the effect of interpretation or a claim of breach, of a collective bargaining agreement;
  - 2) any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment.

32-2. A grievance may be submitted on any matter of concern or dissatisfaction to an employee, provided that the matter is subject to the control of the Commander. Matters specifically excluded from consideration under 5. U.S.C. 7121 (c) and the agency established grievance system (by regulations of Department of the Army, Office of Personnel Management, or other appropriate authorities) will also be excluded from consideration under the negotiated grievance procedures established in this Agreement. Further, no matter covered by a statutory appeal procedure may be considered under this negotiated grievance procedure.

33-3. First Step: The grievance must be presented within fifteen (15) calendar days from the specific act or occurrence, or at any time when it concerns dissatisfactions with continuing conditions. The employee will normally present the grievance orally or in writing to the immediate or first line supervisor. If the grievance involves the immediate or first line supervisor, it may be presented to the next level of supervision. The appropriate supervisor(s) or official(s) will review the situation impartially and discuss the matter with the employee. If the matter is within the scope of the supervisor's authority, a reasonable effort will be made to work out a mutually satisfactory solution. If the matter cannot be resolved or is outside the scope of the supervisor's authority, the discussion will serve as a basis for clarifying the matter, and ascertaining the appropriate person(s) to consider the grievance at the second step. The supervisor shall have ten (10) calendar days from the date following the day the grievance is submitted to give the employee(s) a decision.

33-4. Second Step: If the grievance is not resolved at the First Step, the aggrieved may, within five (5) calendar days of the First Step decision, present the grievance in writing to the supervisor(s) rendering the First Step decision. Written presentation of the grievance must be presented on the grievance form (See Appendix III) and contain sufficient detail to identify and clarify the basis for the grievance, and specify the personal relief requested by the employee. The supervisor(s) involved at the First Step will then arrange to have a Second Step discussion of the matter (within ten (10) calendar days of receipt of the grievance at the Second Step) between the employee, his/her representative, and the official at the activity, normally below the Commander, having the authority to make a decision on the matter in the grievance. The consideration accorded the grievance during this discussion will be informal in nature, however, a written decision will be presented by the deciding official. A copy of the decision will be furnished the grievant concerned within ten (10) calendar days after the discussion(s) is/are completed. In the event that an acceptable solution is not reached during the Second Step discussion(s), the employee will be advised in the decision of his/her right to submit the grievance in writing at the Third Step and of the time limits for such submission.

33-5. Third Step: If the grievance is not settled at Step Two, the aggrieved may submit the grievance in writing to the Commander, US Army Garrison Fort Sam Houston, ATTN: Director of Civilian Personnel, Bldg 144, Fort Sam Houston, Texas 78234-5000, for further consideration. The employee's written grievance must be submitted and received in the Directorate of Civilian Personnel within five (5) calendar days after the receipt of the Step Two decision. The written Step Three grievance may not contain matters that were not contained in the Steps One and Two presentation and consideration. The Commander, or his designee, will review the grievance and normally give a final written decision within twenty (20) calendar days after receipt of the grievance.

33-6. Fourth Step: If the grievance is not satisfactorily settled at the Third Step, the Union or the Employer may refer the matter to arbitration.

33-7. Employer-Union Grievance Procedures: A concerted attempt will be made by both parties to resolve disputes which arise from grievable matters described in this agreement over which the party complained against has control. Failure to do so will be followed by submitting the disputes in writing to the Commander, US Army Garrison Fort Sam Houston, Texas, if initiated by the Union or to the President of the Local or his designee, if initiated by the Employer. Such grievances must be presented within fifteen (15) calendar days from the specific act or occurrence, or at any time when they concern dissatisfactions with continuing conditions. Representatives of the two parties

will meet as soon as possible, normally within fifteen calendar days, to discuss the dispute and attempt to resolve it. The party complained against will render a final decision within twenty (20) calendar days of this initial meeting. Additional meetings may be scheduled during the intervening period by mutual agreement of the parties. If the dispute is not settled by this method, either party may submit the matter to arbitration in accordance with procedures contained in this Agreement.

33-8. Disputes that cannot be resolved by the parties as to whether or not a grievance is on a matter subject to the grievance procedure in this Agreement, or is subject to arbitration under this Agreement, will be referred to the arbitrator as a threshold issue.

33-9. A grievance under the negotiated procedure will be cancelled at the employee's written request, upon termination of the employee's employment with the activity, or if the employee is reassigned out of the bargaining unit and is no longer covered by the labor agreement.

33-10. All time limits in this Article may be extended by mutual agreement. However, failure of the Employer to observe the time shall entitle the aggrieved at his/her option to advance the grievance to the next step. Failure by the aggrieved to present the grievance within the time limits at any step so that the grievance is not received by the individual specified in these procedures will result in termination of the grievance. In such cases the aggrieved will be notified in writing of the reason for the termination of the grievance by the Employer. A request for an extension of a time limit expressed in this Article should be presented, in writing, well before the expiration of that time limit. Requests by the Employer for time extensions will be presented to the grievant's designated representative, if any, or to the grievant. Requests by the aggrieved for time extensions will be presented to the supervisor(s), or operating official(s) who is to rule on the grievance or the Employee Relations Specialist, MER Division, DCP, who services the activity where the grievance arose. A request for extension does not by itself, extend the time limits. All time limits specified in this procedure are final, unless an extension has been requested and granted in writing prior to the normal expiration of the time limit.

33-11. Mandatory Use of the Informal Procedure: In most instances employees are required to use the informal procedure (Step 1 and 2) before proceeding to the formal procedure (i.e., Step 3 - submission of written grievance to the Commander). However, there may be issues considered appropriate for processing direct to the formal procedure (omitting the informal procedure) because of the formal nature of the actions involved and the previous consideration that has been extended to the employee. In fact, the previous consideration to such issues substitutes for the informal procedure. Therefore, employees

seeking to file a grievance or requesting advice regarding the filing of a grievance will be advised that grievances involving the following issues may proceed from or be initiated at Step 3 within fifteen (15) calendar days of the decision or occurrence being grieved.

- a. Request for withdrawal of a letter of reprimand.
- b. Grievances stemming from suspension for 14 days or less

33-12. The Employer and the Union agree that every effort will be made to settle grievances at the lowest possible level. A Union representative will be given the opportunity to be present at all steps of the grievance procedure. The Union representative at the First and Second steps of the grievance procedure will be the steward designated by the Union to represent the area in which the grievant is employed.

33-13. Any employee or group of employees wishing to present a grievance without representation of the Union may do so, however, any adjustment of such grievance must not be inconsistent with the terms of this Agreement, and the Union must be given the opportunity to be present at any formal meeting if such is held, where the grievance is discussed.

33-14. All arrangements for a Union representative must be made by the employee presenting the grievance and the employee must designate his representative in writing. Any employee may change the representative provided the Directorate of Civilian Personnel is notified of the change in writing, and the representation is in accordance with the Agreement.

33-15. An employee, if otherwise in a duty status, may be granted reasonable amounts of official time without charge to leave or loss of pay for such purposes as securing advice on rights and privileges under governing regulations, for obtaining information or assistance pertaining to the grievance and for preparation of the grievance. Requests for use of such official time will be made by the employee to his/her supervisor. The amount of time to be authorized by the supervisor will necessarily depend on the facts and circumstances of the individual case - e.g., the issues involved, the number and complexity of the supporting specifics, the volume of the supporting evidence compiled, the availability of documents, witnesses, assistance, etc., at the employee's place of employment, and similar considerations.

33-16. A Union representative who is employed in the bargaining unit may, if otherwise in a duty status, use reasonable amounts of official time without charge to leave or loss of pay for the purpose of preparing and participating in the personal presentation of a grievance including any hearing held in

connection therewith. Such time must be requested and the representative's supervisor may grant the representative use of official time on the same basis as outlined in Article 8, Union Representation.

33-17. The Employer agrees to provide space on an as needed basis, for the use of employee and his union representative that will afford privacy to discuss/prepare a formal grievance.

## ARTICLE 34

### ARBITRATION PROCEDURES

34-1. A request for arbitration may be invoked only by the Union or the Employer and will be invoked only after all procedural steps have been properly pursued by the parties to resolve the dispute in accordance with Article 33, Grievance Procedure. Any request for arbitration must be submitted in writing within ten (10) work days after receipt of the final decision of the grievance procedure.

34-2. Questions that cannot be resolved by the parties as to whether or not a grievance is on a matter for which a statutory appeal procedure exists shall be resolved in accordance with paragraph 33-8 of the Grievance Procedure.

34-3. Within five (5) work days after receipt of a request for arbitration, the parties shall meet for the purpose of requesting the Federal Mediation and Conciliation Service to submit a list of five (5) impartial persons qualified to act as arbitrators. The parties shall meet within five (5) work days after the receipt of such list to select an arbitrator. If they cannot mutually agree upon one (1) of the listed arbitrators, then the Union representative and the Employer representative shall each strike one (1) arbitrator's name from the list of five (5) and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator. Within five (5) work days after selection of the arbitrator and receipt of his consent to arbitrate the matter, the party bringing the matter to arbitration shall forward the entire file to the arbitrator, after coordination with the other party. The complainant will serve a copy of the entire file on the other party.

34-4. If, for any reason, either party refuses to participate in the selection of an arbitrator and all other requirements for arbitration of this Agreement are satisfied, the Federal Mediation and Conciliation Service shall designate an arbitrator to hear the case.

34-5. The arbitrator's fee, and the expenses of arbitration, if any, including but not limited to stenographic assistance, cost of the transcript (not to exceed one copy for each party), room facilities, and cost of arbitrator's travel expenses and per diem, shall be borne equally by the parties. The expense of official time for witnesses shall be borne equally by the parties. The arbitration will be held, if possible, on the Employer's premises and during the regular day shift hours Monday through Friday insofar as it is practicable. Travel and per diem of the arbitrator, when contributed to by the Employer, will be paid at not more than the maximum rate payable to government employees under Section XXII of the Armed Services Procurement Regulation.

34-6. The arbitrator will be requested by the parties to render his decision as quickly as possible after the conclusion of the hearing.

34-7. The arbitrator's award shall be binding on the parties, except that either party may file exceptions to the arbitrator's award with the Federal Labor Relations Authority under regulations prescribed by the Authority.

34-8. The arbitrator shall have no power to add to or subtract from, disregard, or modify any of the terms of this Agreement. Arbitration under this Article shall extend only to those matters specifically described in the Grievance Procedure.

34-9. The party initiating a request for arbitration (i.e., the Union or the Employer) may request withdrawal of the case from arbitration at any time. Similarly, an aggrieved employee who withdraws his grievance also results in withdrawal of a request for arbitration. Such action by the parties or the aggrieved is binding on all parties and therefore should normally be done prior to selection of an arbitrator.

34-10. The parties agree that only the minimum number of relevant witnesses who have a direct knowledge of the circumstances and factors bearing on the case will be called. Both parties agree to exchange lists of witnesses not later than three (3) full working days prior to the scheduled date of the hearing. Witnesses that are not employees of the government who are called as witnesses will not be entitled to reimbursement for expenses from the Employer.

## ARTICLE 35

### CONTRACTING OUT

35-1. The Employer retains the right to make determinations with respect to contracting out as provided in 5 USC 7106.

35-2. The Employer agrees to notify the Union of any contracting out studies of all or part of the bargaining unit as soon as the employer is permitted to announce the study locally.

35-3. The Employer will provide the Union on written requests, copies of any relevant and pertinent data not prohibited by law or government-wide regulation concerning the contracting out study. The Union will be provided opportunity to participate in the development of any required statement of work.

35-4. If a decision is made to contract out a function, the Union will be advised as soon as possible in order to provide the Union the opportunity to request negotiations over the impact and implementation of the decision.

35-5. Affected bargaining unit employees will be afforded placement rights and retraining in accordance with applicable rules, regulations, and procedures including the terms of this Agreement governing reduction in force action.

## ARTICLE 36

### PERFORMANCE STANDARDS AND EVALUATION

36-1. The Union and Employer agree that the written performance standards that have been mutually established allow a supervisor to analyze each subordinate's productivity in terms that are familiar to and understood by both, and that the design and development of specific and concise standards is critical to the success of the evaluation process. To insure that meaningful and objective evaluation results from the application of standards, supervisors will:

- a. Use the employee's official job description, other pertinent information, and the supervisor's own knowledge of workload, mission requirements, and priorities to develop draft standards and identify major elements for the position in question.
- b. Discuss the draft standards with the employee(s), soliciting specific comments and suggestions. The discussion should clarify any uncertainty on part of either the supervisor or employee as to what will be expected and what the yardstick of measurement will be. Where several employees are assigned to like positions, group discussions may be utilized.
- c. Attempt to reach mutual agreement with the employee concerning the standards; however, the final responsibility for setting the standards and major elements remains with employer.
- d. Review the standards with the employee at least annually or when there is a substantive, permanent change in mission requirements or workload.

36-2. Once established, a copy of the written standards will be furnished each employee and will be the primary basis for subsequent management decisions (e.g., to train, reward, assign, promote, demote, or remove employees) based on performance. Performance evaluations will be conducted strictly in accordance with such policies and procedures set forth in statute and regulation. Annual ratings will be assigned only with reference to established written standards. An employee must have served under the rating supervisor and the written standards for a minimum period of 120 calendar days before being rated.

36-3. The Employer is responsible for informing the employee when performance on any standard is deficient.

36-4. An employee who believes that he has been adversely affected by application of a performance standard may raise issue of whether the performance standard, as applied to the employee, is fair and reasonable in any grievance proceeding or arbitration concerning the matter.

## ARTICLE 37

### PAYROLL WITHHOLDING OF LABOR ORGANIZATION DUES

37-1. The Union and the Employer agree that any eligible employee who is employed in the bargaining unit, and who is a member in good standing of the Union, may authorize an allotment of pay for the payment of dues for membership, provided:

- a. The employee continues his employment at Headquarters, Fort Sam Houston, Texas in the unit for which exclusive recognition has been granted.
- b. The employee has voluntarily submitted a request for such allotment of pay.
- c. The employee receives each pay period sufficient net salary to cover the allotment after other legal and required deductions have been made.

37-2. The Union agrees that it will be responsible, during non-work time of employees concerned, for procuring the prescribed allotment form (Standard form 1187); distributing the form to its members; certifying as to the amount of its dues; and informing and educating its members on the programs for allotments for payments of dues, and the uses and availability of the required form.

37-3. An officer of the Union will receive the forms from members who request an allotment and will ascertain that the employee is a member in good standing. He will complete Section A of the authorization form and must submit them to the Director of Civilian Personnel, Headquarters, U.S. Army Garrison Fort Sam Houston, ATTN: Labor Relations, Fort Sam Houston, Texas 78234-5000.

37-4. Authorizations received in the Finance and Accounting Office will be effective in the next regular biweekly pay period and deductions will continue in effect until the allotment is terminated.

37-5. The amount to be deducted each biweekly pay period will be for dues only. NO other deductions are authorized. The amount to be withheld shall be the same for all members of the Union. If the amount of dues to be deducted is changed by the Union, written notification of the new amount and the effective date will be made through the Director of Civilian Personnel to the Finance and Accounting Officer. Changes in the amount of dues to be deducted will not be made more often than once every twelve (12) months.

37-6. The Finance and Accounting Officer will remit the dues collected to the Treasurer, IAFF, Local F-89, after the

completion of each biweekly pay period. Each remittance will be accompanied by a statement in duplicate containing the following information:

- a. Identification of the installation
- b. Pay period date
- c. Identification of the Local
- d. Names of members for whom deductions were made and amount of each deduction.

37-7. An employee may at any time submit a revocation of his allotment. The revocation will be effective at the beginning of the first pay period following one year from the original date the employee authorized dues withholding, or the beginning of the first pay period after 1 March, if the allotment for dues withholding has been in effect for one year, except that an employee may request the union consider a special hardship revocation at any time. The revocation should be made on a Standard Form 1188 that will be provided to the employee by the Employer or the Union upon request for this purpose. It is the employee's responsibility to submit his written revocation directly to the Finance and Accounting Office on a timely basis. The employee's signed written request will be accepted, however, even though not submitted on the form. The written request should contain the employee's name, social security number, and activity or other work site designation.

37-8. The Union will send to the Finance and Accounting Officer, within five (5) working days after receipt, any revocation of allotment received by the Union. Upon revocation submitted by the employee direct to the Finance and Accounting Office, that office will submit a copy of each revocation to the Union with the remittance statement for the first payroll period prepared after receipt of the revocation.

37-9. The Union will notify the Finance and Accounting Officer within five (5) workdays when an employee with a current allotment ceases to be a member in good standing. The Finance and Accounting Officer will terminate the allotment upon receipt of the information.

37-10. An allotment shall be terminated when the employee leaves the unit as a result of any type of separation, transfer, temporary promotion, or other personnel action; when this Agreement providing for dues withholding is suspended or terminated by an appropriate authority outside Department of Defense; or when the employee has been suspended or expelled from the labor organization.

37-11. The allotments for all employees who are members of the Union will be terminated when the union loses eligibility for exclusive recognition under the provisions of Chapter 71, Title 5, U.S. Code.

37-12. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

## ARTICLE 38

### DURATION, REVIEW, AND SUPPLEMENTATION

38-1. This Agreement shall remain in full force and effect for three (3) years from the date of approval by the agency head or his designee in accordance with 5 USC 7114(c). Should either party desire to amend, renegotiate, or extend this Agreement, written notice must be given to the other party in not more than ninety (90) days, or less than sixty (60) days prior to the expiration date. Should neither party give notice to renegotiate or extend the Agreement, it shall remain in effect for successive periods of one (1) year. However, the agreement must be brought into conformance with applicable laws and regulations.

38-2. By mutual consent of the parties, this Agreement may be opened at any time for supplement or amendment. Any request for supplement shall be in writing and must be accompanied by the proposed supplement(s). Within forty-five (45) calendar days (which may be extended by mutual agreement) of receipt of such request, representatives of the Employer and the Union will meet to negotiate the matter and no changes other than those covered by the proposed supplement(s) shall be considered. Agreement shall be evidenced in writing by both parties. Final approval of major supplements to this Agreement may be referred to the next major command.

38-3. Supplementation or amendment of this Agreement resulting from changes in applicable laws or changes in regulations, policies, or executive orders issued by higher authority after the effective date of this agreement, which are not in conflict with this agreement, will be made by written notification to the Union. The notification will indicate the supplementation or amendment, the basis therefore, and the effective date. Such notification will be submitted to the Union on a timely basis so as to provide the Union opportunity to request consultation prior to the effective date.

38-4. After execution by the parties, this Agreement and all succeeding amendments and supplements shall be subject to approval by the major command. The major command will review the executed Agreement for legal, regulatory, and negotiability compliance. Should the review reveal any violations, that specific portion of the Agreement shall become null and void retroactively to the date of execution. The major command will notify the Union of the violations and the parties will take whatever corrective action is appropriate.

SIGNED THIS 7<sup>th</sup> DAY OF Nov 1990.

FOR THE EMPLOYER:

FOR THE UNION:

3 APRIL 1991  
EFFECTIVE DATE OF AGREEMENT



## APPENDIX I

### USE OF OFFICIAL TIME

#### Instructions:

1. Union officers/stewards will complete items 1-6 and 8 of the official time form and turn it in to their supervisor each time that official time is requested from their supervisor. Use of official time includes those instances involving the use of the telephone. In such cases, a running log of the day's use will be kept reflecting the total time for each case and general total. Supervisors will complete items 7 and 9.

2. Completion of items 1-7 is self-explanatory.

3. Item 8 must be sufficiently complete to determine whether there is an entitlement to official time and whether it was judiciously used. The information may also serve to settle any disputes that might go to arbitration. Use of official time for activities not authorized by this agreement or failure to adequately describe the time used may result in the retroactive denial of use of official time. The following are examples of adequately describing the purpose of the official time used:

a. Negotiated Grievance Procedure

1st Step meeting  
Preparation for 2nd Step  
2nd Step meeting  
Preparation for 3rd Step  
3rd Step meeting  
Preparation for arbitration  
Arbitration hearing

b. Meeting

Formal or investigatory meeting scheduled by Name of  
Supv \_\_\_\_\_ regarding \_\_\_\_\_ topics

4. Upon completion of item 9, the form should be folded and forwarded immediately to:  
DCP, Bldg 144, ATTN: Labor Relations.

APPENDIX III  
SAMPLE GRIEVANCE FORM

Name of aggrieved, position title, grade, and organization (is several, attach list):

Name of representative, if any:

If the grievance involves the interpretation or application of the written Agreement, specify the Article and paragraph:

If the grievance involves matters other than the interpretation or application of the written labor Agreement, specify pertinent information:

Describe in specific terms, the nature of the grievance and how it affects you personally:

Corrective action desired:

Describe any efforts taken to resolve the problem informally, if any:

Signature

Date