

NEGOTIATED AGREEMENT

Between

PROGRAM DIRECTOR, PUBLIC
SAFETY NAVY REGION MID-ATLANTIC

AND

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
TIDEWATER FEDERAL FIREFIGHTERS, F-25

DECEMBER 2011

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PREAMBLE

This agreement is made by and between Program Director, Public Safety, Commander, Navy Region, Mid-Atlantic, hereinafter referred to as the Employer and Local F-25, International Association of Fire Fighters, hereinafter referred to as the Union according to the policy set forth in Public Law 95-454 known as the Civil Service Reform Act of 1978, hereinafter referred to as the Statute.

WITNESSED

In consideration of the mutual covenants set forth, the parties hereto intending to be bound hereby agree as follows: Whereas it is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal Service and the well-being of employees within the meaning of the Statute, to establish a basic understanding relative to personnel policies, practices and procedures, and matters affecting conditions of employment, and to provide a means for amicable discussion and adjustment of matters of mutual interest.

Now, therefore, the parties hereto agree as follows:

ARTICLE 1
PROVISIONS OF LAWS AND REGULATIONS

Section 1. It is agreed and understood that in the administration of all matters covered by this Collective Bargaining Agreement, the Parties and unit employees are governed by existing and future laws, policies, and regulations of appropriate authorities, (including but not limited to DOD, NFPA, OSHA, and OPNAV).

ARTICLE 2
MATTERS SUBJECT TO CONSULTATION AND NEGOTIATION

Section 1. It is agreed and understood matters appropriate for consultation or negotiation between the Parties are policies, practices, and matters affecting conditions of employment of unit employees which are within the discretion of the Employer. Such negotiation will be conducted in accordance with the requirements of the statute and this agreement. The Employer will not unilaterally change any provisions of this Collective Bargaining Agreement, or implement any new regulations, instructions, standard operating procedures, policies, or practices which are within the discretion of the Employer without affording the Union the opportunity to bargain to the extent consistent with pertinent law, rule, regulation, and this Agreement. The proposed change will be provided to the Union along with the intended implementation date.

Section 2. The Union may, within fifteen (15) calendar days after the receipt of notification of changes, request to bargain with the Employer consistent with pertinent laws, rules, and regulations, concerning the implementation of changes to policies, programs, and procedures related to working conditions of unit employees. It is recognized, however, in some circumstances only consultation will be necessary. Consultation, unlike negotiation, does not involve joint decision-making and the consultative process need not necessarily result in agreement between the parties.

ARTICLE 3
UNION RIGHTS and REPRESENTATION

Section 1. 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 Employer agrees there will be no restraint, interference, coercion or discrimination against Union officials because of the performance of their duties pursuant to this Collective Bargaining Agreement. The Employer agrees to recognize the duly elected officers and staff of the Union.

Section 2. The Union shall be given the opportunity to be represented at any formal meeting between the Employer and one or more employees concerning any grievance or any personnel policy or practice or other general condition of employment; or any examination of an employee of the unit by a representative of the Employer in connection with an investigation if the employee reasonably believes the examination may result in a disciplinary action against the employee; and the employee requests representation. In order that each employee may have access to a Union representative, the Union will designate (in writing) no more than one Union Steward and one alternate per station on each shift, and to update the list as changes occur. Stewards will represent only employees within their designated district and shift. It is understood between the Parties individuals not designated, in writing by the Union, as officers or stewards, and submitted to the Employer will not be granted official time.

Section 3. Union officers and stewards will be authorized a reasonable amount of time for the purpose of fulfilling representational duties as described herein. The Union agrees prior to conducting appropriate business; officers and stewards shall first request permission from the appropriate on duty supervisor. The Governments approved Leave

Request Form (copy attached) will be used to request, approve, and record all official time. Once completed, one copy will be retained by the Union and one by the Regional Deputy Fire Chief. The Form will include the names, titles, workstations of the officers/stewards, the name of the complainant involved, the reason for the Official time (i.e. ULP, grievance, worker's compensation issue, etc.), and duration of time needed. If time cannot be granted as requested due to staffing or mission requirements, another time frame will be mutually agreed upon.

Section 4. Representational duties will include such functions as described herein, such as to discuss complaints or potential grievances with the employees concerned, when acting as the officially designated representative of a grievance or when assisting the officially designated representative of a grievance, and the time required to investigate grievances. If the officially designated representative requests an additional union representative attend the meeting, the request must be made at the time the meeting is scheduled and approved prior to the meeting. Only the officially designated representative and one additional representative, if approved, are authorized to attend the meeting, to discuss complaints or potential grievances with the Employer's representatives concerned, to attend meetings with management, or to attend, as the Union representative, formal discussions between management and employees.

Section 5. Official time is not authorized for such activities as solicitation of membership, collection of employees' dues, campaigning for offices, or other matters pertaining to the internal business of the Union.

ARTICLE 4
UNION DUES WITHHOLDING

Section 1. A unit employee may at any time voluntarily authorize an allotment from his/her pay to cover his/her regular and periodic dues for membership in the Union. An employee desiring to make an allotment for payment of Union dues must complete appropriate parts of a "Request for Payroll Deductions for Labor Organizations Dues", Standard Form 1187 and forward it to the Secretary/Treasurer who will complete Section A of the form and forward it directly to the payroll office.

Section 2. An employee may voluntarily request cancellation of dues deductions by submitting a "Cancellation of Payroll Deduction for Labor Organization Dues," Standard Form 1188, to the payroll office via the Union at any time. Cancellation of the employee's Union dues deduction cannot be effected for a period of one year from the anniversary date the dues deduction initially went into effect. The Union will forward the employee's request for cancellation of union dues, certifying the employee is eligible to terminate dues deductions, directly to the payroll office.

Section 3. All forms authorizing (SF 1187) and canceling (SF1188) union dues deductions will be automatically terminated when; a. The agreement between the Parties ceases to be applicable to the employee; or b. The employee is suspended or expelled from membership in the Union. The Union President will notify the payroll office, in writing, when a unit employee with dues deduction is expelled, suspended, or ceases to be a member in good standing.

ARTICLE 5
RIGHTS OF THE EMPLOYER

Section 1. Pursuant to 5 use 7106 (a) (1) *I* the Employer retains the right to determine the mission, budget, organization, number of employees, and internal security practices of the agency. Pursuant to 5 use 7106(a) (2), the Employer also retains the right, in accordance with applicable laws, to hire, assign, direct, layoff, and retain employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees; to assign work, make determination with respect to contracting out, and to determine the personnel by which the agency operations shall be conducted; with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion, or any other appropriate source; and to take whatever actions may be necessary to carry out the agency mission during emergencies.

Section 2. In accordance with the right of agency election provided by 5 USC 7106 (b) (1), the Employer elects not to bargain over the matters contained in that section of the law.

Section 3. In accordance with the provisions of 5 use 7106(b) (2) and (3), the Employer recognizes its obligation to negotiate over the procedures which management officials will observe in exercising its authority under Section 1 above, appropriate arrangements for employees adversely affected by the exercise of any authority under Section 1 above (often referred to as "impact and implementation bargaining").

ARTICLE 6
RIGHTS OF EMPLOYEES

Section 1. Each employee shall have the right to form, join, or assist any labor organizations, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided by Federal Service Labor-Management Relations Statute, 5 USC Chapter 71, such right includes the right:

- a) To act for the Union in the capacity of a representative and the right, in that capacity, to present the views of the Union to the Employer and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and

- b) To engage in collective bargaining with respect to conditions of employment through representatives

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

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

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

Section 5. The employee has the right to be represented by the Union during examination by a representative of the Employer in connection with an investigation if:

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

Section 6. Upon request, employees will be allowed to review the contents of their Official Personnel Folder (OPF), or request to review in the presence of the Employer the contents of the management maintained station folder and/or the employee's training folder.

Employees may request copies of documents in accordance with established policies, procedures and the law.

ARTICLE 7
INFORMAL COMPLAINT PROCESS

Section 1. This section sets forth the procedure for processing complaints to Agencies outside the Employer such as Unfair Labor Practice (ULP) Charges, Occupational Safety and Health Administration (OSHA) complaints, General Accounting Office (GAO) complaints, etc., before such complaints are formally filed. The expressed intent of the Parties is to facilitate informal discussion concerning alleged complaints and to enhance the possibility of informal resolution. To this end, the Parties agree to the following informal process:

(1) Should either Party believe the other Party has committed an ULP and/or other action which may warrant the filing of a complaint with an outside Agency, that Party shall inform the other party in writing of the allegations in an effort to resolve the issue informally prior to formal filing. The written notification will include a clear and concise statement of the facts constituting the alleged complaint, including the time and place of the occurrence of the particular acts, alleged violations of any law, rule and/or regulation and any other supporting documentation alleged to have been violated.

(2) The Party so served shall normally have fifteen (15) calendar days from the date of informal notification to investigate and resolve the matter. If the matter is not resolved after the expiration of the fifteen (15) calendar day period, the charging Party may proceed to file the complaint formally with the appropriate Agency. Reasonable requests for extensions of time limits will be considered.

Section 2. For purposes of this section, service of the formal complaint will be made to either Party personally or by registered/certified mail, return receipt requested.

ARTICLE 8
GRIEVANCE PROCEDURE

Section 1. The Parties recognize the importance of fair and early resolution of disputes and disagreements in the workplace. This Article provides an orderly and sole procedure for the processing of Party grievances.

Section 2. For the purpose of this Collective Bargaining Agreement, a grievance means any complaint, by either Party, concerning any matter relating to the employment of the employee concerning:

- a) The effect or interpretation, or the claim of breach, of this Collective Bargaining Agreement; or
- b) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- c) But does not include a grievance concerning:
 - 1) Any claimed violation relating to prohibited political activities.
 - 2) Retirement, Life or Health insurance.
 - 3) A suspension or removal for National Security reasons under 5 use Section 7532.
 - 4) Any examination, certification or appointment.
 - 5) The classification of any position which does not result in the reduction of grade or pay of the employee.

- 6) Actions to separate employees during their probationary period.
- 7) Approval or disapproval of an award
- 8) Non-selection for promotion or reassignment from a group of properly ranked and certified candidates or failure to receive a noncompetitive promotion.
- 9) Allegations of discrimination.

Section 3. Unit employee(s) shall have the right to present and process a grievance under this procedure on his/her own behalf. In such cases, the Union has a right to have a Union representative present during the grievance proceedings.

Section 4. It is agreed in cases of identical grievances filed by two or more unit employees, the Union will select one case for processing under this procedure, and the results will apply to the other grievances concerned. In such cases the Union will provide written notification to the Employer as to which employee's grievance will be processed, together with the names of the other grievant. Such notification shall be provided prior to initiation of the grievance at Step 1.

Section 5. Official time will be provided as outlined in Article 3, Section 3 as described herein.

Section 6. The Employer, upon request, will provide the Union representative with the necessary and pertinent information from official records to aid in resolving specific grievances insofar as permissible by existing laws, regulations, and this Collective Bargaining Agreement.

Section 7. A unit employee may seek review of the following matters either under the applicable statutory appeals procedure or this Collective Bargaining Agreement but not both:

- a) An appealable action based on unacceptable performance under the provisions of 5 USC 4303 or

- b) An adverse action covered under 5 USC 7512 A unit employee shall be deemed to have exercised such option only when he/she files a timely grievance or notice of appeal in writing. Grievances will be submitted in writing at the appropriate step where a decision can be made and shall include:
 - 1) A complete statement of the facts giving rise to the grievance;

 - 2) The specific section (s) of the Collective Bargaining Agreement claimed to have been violated; and

 - 3) The specific remedy sought.

Section 8. In order to be considered a grievance under this procedure, the moving Party must file the grievance with the appropriate official within fifteen (15) calendar days after the occurrence (or when the grievant knew or should have known of the occurrence) of the matters giving rise to the grievance. Failure of a moving Party to comply with the time limits provided shall constitute a withdrawal/cancellation of the grievance, at the step at which either Party failed to meet the time requirements, unless the time limits are extended by mutual agreement. Failure by a non-moving Party to adhere to the time limits shall entitle the moving Party to advance the grievance to the next step.

Section 9. Step 1: All unit employee grievances shall be initiated at this step. The grievance shall be presented to the District/Division Fire Chief (as appropriate) via the immediate supervisor within fifteen (15) calendar days of the matter giving rise to the grievance. The Parties may schedule a meeting or conference call (as mutually agreed upon by both Parties), in an attempt to resolve the matter. The District/Division Chief will provide a written response within fifteen (15) calendar days following the receipt of the grievance. If the Step 1 Official does not have authority to resolve the employees concerns, the District/Division Chief will so indicate on the grievance form and forward the grievance to the Step 2 official. If the Step 1 official is directly involved in the matter-giving rise to the grievance, the grievance will be initiated with the Step 2 Official.

② Step 2: If a settlement is not reached at Step 1, the grievance shall be presented to the Step 2 official {Fire Chief/Deputy Fire Chief} within fifteen (15) calendar days of receipt of the Step 1 written response. The Parties will schedule a meeting or a conference call (whichever is mutually agreed upon by both Parties) in an attempt to resolve the matter. The Fire Chief/Deputy Fire Chief will provide a written response within fifteen (15) calendar days following the meeting or conference.

③ Step 3: If a settlement is not reached at Step 2 the grievance shall be presented to the Program Director, Public Safety {PDPS} within fifteen (15) calendar days. The PDPS or his/her designee will schedule a meeting or a conference call (whichever is mutually agreed upon by both Parties) in an attempt to resolve the matter. The PDPS or his/her designee will provide written response within fifteen (15) calendar days after the meeting or conference call.

(4) Step 4: If a settlement *is* not reached at Step 3 the grievance may be submitted to arbitration within fifteen (15) calendar days after a decision is rendered in Step 3.

Section 10. The Union may initiate a grievance by submitting it in writing to the Employer. The Parties will schedule a meeting or conference call (whichever is mutually agreed upon by both parties) normally within fifteen (15) calendar days of the written submission. The Employer will render a decision within fifteen (15) calendar days following the meeting or conference call. If the Parties cannot resolve the grievance within thirty (30) calendar days of the last meeting held, arbitration may be invoked in accordance with Article 6 of this Collective Bargaining Agreement.

Section 11. The Employer may initiate a grievance by submitting it in writing to the Union. The Parties will schedule a meeting or a conference call (whichever is mutually agreed upon by both parties) within fifteen (15) fifteen calendar days of the written submission. The Union will render a decision within fifteen (15) calendar days following the meeting or conference call. If the Parties cannot resolve the grievance within thirty (30) calendar days of the last meeting held, arbitration may be invoked in accordance with Article 6 of this Collective Bargaining Agreement.

Section 12. When either Party has invoked arbitration, the Parties may mutually agree to participate in grievance mediation. The Parties will engage the services of the Federal Mediation & Conciliation Service (FMCS) or may mutually agree to select a facilitator from other available sources. If the Parties 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, the moving party may proceed to arbitration by notifying the other party in writing within fifteen (15) calendar

days after participating in the grievance mediation process. The grievance will be set for binding arbitration pursuant to Article 6 of this Collective Bargaining Agreement. Nothing in this Collective Bargaining Agreement shall be so interpreted as to require the Union to represent a unit 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 13. Ratings determined by the Employer's central merit staffing program provider:

- a) Informal Process. The employee and/or employee 's representative may, at his or her option, informally present his/her concern to the HRSC East recruiter who completed the requisition, within fifteen (15) calendar days following the date the applicant's status notice is removed from the Employer's electronic notification program (currently called "USA JOBS") (The status notice remains posted in USA JOBS for sixty (60) days following the date the vacancy has been filled or cancelled). The employee may present the issue verbally, via telephone, or in writing, and will reference the announcement number for the position. The HRSC East recruiter will respond within fifteen (15) calendar days. If the employee presented his/her concern in writing, then the response must be in writing.

- b) Formal Grievance. The employee may file a formal grievance in writing, only after completion of the informal step outlined above. Formal grievance shall be sent to the Director of Customer Services, HRSC East, Code 50 within fifteen (15) calendar days of completion of the informal step. The grievance can be submitted by electronic mail to HRSC DirCode50@ navy .mil or by fax to (757) 396-7818. The grievance must contain sufficient detail to identify and

clarify the basis the grievance, and state the personal relief requested. Grievances will be decided on the resume/application submitted and additional information will not be considered in the grievance process. Code 50, or his/her designee, will issue a written decision within fifteen (15) calendar days of receipt of the grievance.

- c) The Formal decision constitutes the final decision on the grievance under the HRSC East administrative grievance procedure.

Section 14. Rating determined via the Management Identification of Candidate process.

- a) Should an employee want to challenge a qualification determination made by the Employer's servicing Human Resources Office, under merit staffing competition procedures, the grievance review process will be:

Step 1. Within fifteen (15) calendar days of notice of non-selection via email, the employee will raise the issue orally or in writing with the Employer's staffing specialist who made the qualifications determination. The Employer will review the issue and make a determination within seven (7) calendar days of the employee request.

Step 2. If the employee is not satisfied with the staffing specialist's determination in Step 1, he/she may raise the issue in writing (email is acceptable) with the Employer's Division Head of Staffing, Personnel Operations Department, Mid-Atlantic Region Directorate, Code 3112. The grievance must contain sufficient detail to identify and clarify the basis for the grievance and state the personal relief

requested. Grievances will be decided on the resume/application submitted and additional information will not be considered in the grievance process. The Employer's Division Head of Staffing will review the issue and provide a written response (email is acceptable) to the employee within fourteen (14) calendar days. The decision of the Division Head of Staffing is the final determination on the issue.

ARTICLE 9
ARBITRATION PROCEDURE

Section 1. Any grievance, which has been properly processed through the grievance procedure, may be submitted to Arbitration. If the Parties fail to settle any grievance processed under this Collective Bargaining Agreement, such grievance, upon written request by either party within fifteen (15) calendar days after issuance of the final decision, shall be submitted to arbitration. The Union shall notify the Employer *in writing* of the Union's intent to invoke arbitration within fifteen (15) calendar days from receipt of the final written decision or failure of the Employer to respond. The Employer will notify the Union *in writing* of the Employer's intent to invoke arbitration within fifteen (15) calendar days from receipt of the Union's decision or failure of the Union to respond. Only the Parties can submit a grievance to arbitration.

Section 2. Normally within fifteen (15) calendar days (or as mutually agreed upon by both parties) from receipt of the notice of intent to arbitrate, the Parties will meet or schedule a conference call (whichever is mutually agreed upon by both Parties) in an attempt to select an arbitrator. If the Parties cannot come to a mutual agreement, the American Arbitration Association will be requested to provide a list of qualified and impartial arbitrators *in the area where the arbitration will be held*. Any fees for such list will be paid by the requesting Party. Normally within fifteen (15) calendar days, (or as mutually agreed upon by both Parties), of receipt of the list, the Parties will meet or schedule a conference call {whichever is mutually agreed upon by both Parties} to select an arbitrator. If they cannot mutually agree upon one of the listed arbitrators, the Parties will each strike one arbitrator's name from the list of five and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator. The first Party to strike will be determined on the basis of a *coin flip*.

Section 3. Within fifteen (15) calendar days of receipt of the notice of intent to arbitrate, representatives of the Parties will hold a pre-hearing conference (or on-site conference call, whichever is mutually agreed upon by both Parties) to attempt to agree on the issue(s), facts, and exchange documentary evidence. If the Parties agree on the issue(s) and facts, a joint submission statement will be developed and forwarded to the arbitrator. If the Parties are unable to agree on the issue(s) and facts, each Party will serve the other and the arbitrator their version of the issue (s) and facts by certified mail. These documents will be mailed fifteen (15) calendar days before the hearing date. The arbitrator will determine the issue(s) and facts to be heard. Unresolved questions of grievability or arbitratability will be submitted to the arbitrator.

Section 4. The arbitrator will schedule a hearing which will be held, if possible, on the Employer's premises during regular day shift hours, Monday through Friday. Testimony during the hearing will be limited to the issue(s) and facts in dispute and as considered by the arbitrator to be necessary and proper. All other procedures relating to arbitration will be determined by the arbitrator upon mutual agreement by the Parties.

Section 5. Employees in the unit serving as union representatives, appellants and witnesses, whose testimony is based upon direct knowledge of the circumstances and facts in the case, will be excused from duty to the extent necessary to participate in the arbitration hearing.

Section 6. The arbitration process will be carried out as expeditiously as possible. The arbitrator will render a decision in writing within thirty (30) calendar days after the conclusion of the

hearing and provide copies of the decision to the Parties. The arbitrator will be prohibited from adding to, modifying, or subtracting from the terms of this Collective Bargaining Agreement. The decision of the arbitrator shall be final and binding unless exceptions are filed in accordance with applicable laws and regulations. However, either Party may file exceptions to an award in accordance with rules and regulations of the Federal Labor Relations Authority (FLRA).

Section 7. The arbitrator's fees and expenses shall be shared equally by the Parties. Attorney fees may be recoverable consistent with applicable laws and regulations. An official transcript will be made if requested by either Party or required by the arbitrator. The Employer will arrange for transcription of the hearing by a qualified court reporter if a transcript is required by the arbitrator. Unless the arbitrator requires a transcript of the hearings or the Parties mutually agree to share the costs of the court reporter and transcripts, the Party desiring such reporter and transcript will bear the costs and make arrangements for the service. If the other Party subsequently desires a transcript, it will share equally in the initial cost of the reporter and transcript. It is agreed in handling requests to withdraw from arbitration; the Party initiating a request to withdraw will do so in writing. Such Party will be responsible for the entire sum of the arbitrator's fee and expenses incurred as a result of the withdrawal unless the Parties mutually agree to withdraw. In that case, the Parties will equally share payment of any fees and expenses for the arbitrator.

Section 8. Grievances which are appealed to arbitration and which contain continuing liability will be given priority over all other grievances in the arbitration procedure at that time.

ARTICLE 10
HOURS OF WORK

Section 1. The normal tour of duty for bargaining unit employees engaged in fire protection except Training Officers, currently consists of one hundred and forty-four (144) hours of duty per pay period. This duty normally consists of six (6), twenty four (24) hour shifts a pay period, with each employee receiving one (1) day off

(informally known as a "Kelly Day" and not to be misconstrued with unscheduled days during the pay period). A management decision to change the normal tour of duty will involve I&I bargaining as required by law.

Note: It is understood this I&I obligation does not apply to temporary changes, such as training, light duty, etc.).

Section 2. The normal tour of duty for Training Officers is 60 hours per week. This normally consists of four (4) nine (9) hour shifts and one (1) twenty-four (24) hour shift per work week. The Employer will post a tentative work schedule plan for training officers at least one week in advance of the twenty-four (24) hour shift to be worked dependent on the training officers request for the twenty-four (24) hour shift and staffing requirements.

Section 3. Other tours of duty may be established by the Employer subject to I&I negotiation with the Union as required by law. The employer will give due consideration to the Unions request to change work schedules.

Section 4. Each twenty-four (24) hour shift currently includes actual hours of work, eating, sleeping, and down time, and normally consists of eight (8) hours of station work/training.

Section 5. Alternate Work Schedules (AWS) in the form of Compressed Work Schedule (CWS) of 5/4/9 is allowed only for Fire Prevention personnel and Fire Department Mechanics. Typically, there will be no

more than one employee having the same regular day off (RDO) at any one district. When a holiday falls on the employee's scheduled RDO, the in lieu of holiday is the last regularly scheduled work day preceding the holiday. If two employees wish to have the same RDO then the most senior employee shall have their choice. Seniority will be based on Service Computation Date (as shown on their SF-50). When two or more employees having the same SCD request the same RDO the decision will be based on a coin toss. The coin toss will be witnessed and verified by Management.

Section 6. No one employee may bump another employee for their RDO by transferring in to the district as a result of reassignment, hire, etc.

There will be one CWS open season during which Fire Prevention personnel and Fire Department Mechanics may bid for their RDO. The Open Season will be from 01 October through 05 November each year. Once the employee starts on the CWS they may not change their RDO for one (1) year except during open season or when approved by Management.

Section 7. Unit Employees may at their option change back to a normal forty (40) hour work week at any time provided they give a two (2) pay period notice so the Employer's payroll office can be informed. If an employee reverts to a 40-hour work week, they may not go back on CWS until the open season. During open season, employees will identify to their supervisor the RDO they wish for the new CWS season.

Section 8. Hours of Compressed Work Schedule (Example is for illustration purposes only):

a) Week One

- 1) The employee will work four (4) nine (9) hour days

2) One eight (8) hour day. The eight (8) hour day will be the same day as their RDO.

b) Week Two

1) The employee will work four (4) nine (9) hour days

2) Their RDO will fall in this week.

Section 9. The normal tour of duty for Fire Prevention personnel and Fire Department Mechanics on an Alternate Work Schedule (AWS) is 80- hours per pay period. Normal hours of work are 0700-1630 including an unpaid 30-minute lunch period. A management decision to alter these provisions will involve I&I bargaining as required by law. (Note: It is understood this I&I obligation does not apply to temporary changes, such as training, light duty, etc.).

Section 10. Employees whose personal religious beliefs require the abstention from work during certain periods of time may:

a) Elect to engage in compensatory time earned for the purpose of time off for meeting those religious requirements in accordance with the provisions of 5 CFR 550, Subpart J, or

b) Submit a request to Management for trade-of-time in accordance with Article 12 in order to attend personal religious activities.

Section 11. Attendance of religious activities may be approved to the extent that their attendance/participation does not interfere with the efficient accomplishment of the agency's mission in accordance with regulation and does not inconvenience other employees.

ARTICLE 11
REASSIGNMENTS and DETAILS

Section 1. Terminology for this article is defined as follows:

- a) Reassignment. A reassignment is when an employee is permanently reassigned to another position and a notification of personnel action is created.

- b) Detail. A detail is when an employee is temporarily assigned to a different position or to a set of duties for a specific period, with the employee returning to his/her regular position/duties at the end of the detail. Details of employees will be made in accordance with applicable OPM regulations and Agency guidelines

- c) Day-to-Day Transfer. A day-to-day transfer is when an employee is transferred to another station, in or out of district, on a day- to-day temporary basis.

Section 2. Consistent with Article 3, Rights of the Employer, management retains the rights to assign work including the reassignment of unit employees to positions within the fire department.

Section 3. To that end, the Employer agrees the following may be taken into consideration when a reassignment occurs.

- a) Reassignments should not move overtime from one work center to another work center

- b) The Employer may first attempt to solicit those employees willing to relocate to another district.

- c) Senior most willing qualified employees willing to relocate may be given priority over other willing employees to relocate

- d) If no qualified senior employees express interest in transferring the junior most qualified employee(s) based on service computation date may be considered over the most senior qualified employee(s) for transfer

- e) The Employer agrees to consider leave schedules when reassigning employee(s)

- f) Reassignments of an employee will not be done to punish or harass any employee.

- g) The Employer will consider bargaining unit member voluntary request for reassignment.

Section 4. The Employer will consider bargaining unit member voluntary request for reassignment.

Section 5. When the Employer finds it is necessary to change a work schedule it will provide the employee with at least one-week advance notice, except when the Employer determines an immediate change to work schedule is necessary to accomplish the organization mission. It is understood management has the right to change work schedules at any time where the Employer determines that it would be seriously handicapped in carrying out its mission or that cost would be substantially increased. To the extent practicable, employee work schedules will remain stable and consistent.

Section 6. Day-to-Day Transfers. The Employer will maintain a District-wide transfer list. The transfer list will be published daily. The list will contain all bargaining unit employees within

their respective district. Employees will be listed in inverse seniority order (junior to senior), as determined by the service computation date (SCD) used for leave accrual as stated on the SF-50. Day-to-Day transfers will be assigned based on the list or the most qualified employee required to meet mission requirements. Management retains the right to determine the most "qualified" employee.

- a) As employees complete the day-to-day transfer, they shall be credited for having worked the day-to-day transfer assignment regardless of the amount of time worked. The next person on the list will then be obligated to the next mandatory day-to-day transfer.

- b) If the employee assigned the day-to-day transfer does not wish to transfer, the employee may attempt to find another qualified employee (volunteer) within the District to conduct the day-to-day transfer in his/her place.

- c) Volunteers will not receive credit for the day-to-day transfer. Volunteers will maintain their placement on the mandatory day-to-day transfer list.

- d) New employees to the District will be placed at the bottom of the mandatory day-to-day transfer list upon reporting to the duty station.

- e) Normally, bargaining unit employees will not be mandated for out-of-district day-to-day transfers.

- f) Employees required to conduct a day-to-day transfer will be provided government transportation and allowed a reasonable amount of time to return to their primary duty station prior to the end of the work shift. If an employee is unable to return to

his/her primary duty station prior to the end of the work shift due to mission requirements the employee will be compensated in accordance with applicable law, rule, or regulation.

- g) Employees may elect to use their personally owned vehicle to conduct day-to-day transfers Employees electing to use their personally owned vehicle will remain at the duty station until the end of the work shift and will not be compensated if they elect to return to their primary duty station after completing the work shift.

ARTICLE 12
TRADING TIME

Section 1. The Employer agrees to support the practice of trading of time where an employee is engaged in fire protection may substitute for another employee engaged in fire protection at any time during a regularly scheduled duty shift subject to management approval. The practice will be deemed to have no effect on hours of work or staffing if the following criteria are met:

- a) The trading of time is done voluntarily by the employees and not at the request of the Employer.

- b) The employee may trade time in/out of his/her own district or station.

- c) The period during which time is traded and paid back must be accomplished within the pay period the trade occurs.

- d) The employees involved in the trade agree to work at least the same amount of time, satisfying the terms of the trade.

- e) The employees planning to trade time will submit a written request via the Trade Time Request form to the Employer normally a shift before the trade takes place.

- f) Such trades may be scheduled up to 3 months in advance.

Section 2. Those employees, who are in agreement of the time to be traded, will not be restricted on the number of hours to be traded. Normally, no more than 3 periods of time (in increments of no less than one hour and no more than 24 hours) will be requested by any individual within a pay period. Employees will not be permitted to

re-trade hours that they have already traded. It is understood that trade time will not be used to regularly alter an employee's permanent work shift assignment.

Section 3. The employees requesting the trading of time will only leave work when properly relieved, and will not leave work in the event that the relief does not come in.

Section 4. If an employee does not report for duty for a traded shift he/she has been approved; that employee shall be charged the appropriate leave. The employee not fulfilling their commitment may be removed from trading time for 6 months.

Section 5. The Employer agrees that the trading of K-days (normal day off) shall be allowed under this Article. Trades under this section are not counted towards the number of trades with in a pay period, as stated in section 2 of this article.

Trade Time Request Form

Trade Time Request Form

Name (Last, First, MI) of person requesting trade			Employee #
Platoon Assigned	Kelly Group	Date requesting off	Time requested off
Name (Last, First, MI) of person trading with requester			Employee #
Platoon Assigned	Kelly Group	Date requesting off	Time requesting off
Signature of Requester		Signature of person trading with requester	
Name, Day, and Time to be working (Requester)			
Name, Day, and Time to be working (Trader)			
By the above signature, I am eligible and obligate myself to perform all duties of the other person with whom I am trading time.			
Approved <input type="checkbox"/> Disapproved <input type="checkbox"/>		Assistant Fire Chief Signature	
Approved <input type="checkbox"/> Disapproved <input type="checkbox"/>		Assistant Fire Chief Signature (if out of district trade)	
Reason for Disapproval			

ARTICLE 13
OVERTIME

Section 1. In order to alleviate overtime, employees in their regularly scheduled tour of duty may be detailed (temporary transfer) either in or out of district prior to assigning mandatory or voluntary overtime. Every effort will be made to detail employees within a reasonable distance from their normally assigned duty station. The Employer will make known the need for overtime assignments as soon as practical. The Employer shall assign overtime to meet mission requirements. Opportunities for overtime assignments shall be distributed as fairly and equitably to qualified employees. Employees shall be paid for overtime at applicable overtime rates in accordance with governing pay regulations.

Section 2. Mandatory Overtime. The Employer will maintain District - wide overtime lists. The overtime list will be published daily. The list will contain all bargaining unit employees within their respective district. Employees will be listed in inverse seniority order (junior to senior), as determined by the Service Computation Date (SCD) use for leave accrual as stated on the SF-50. Mandatory overtime will be assigned based on the list.

- a) As employees complete mandatory overtime assignments, they shall be credited for having worked the overtime regardless of the amount of overtime worked. The next person on the list will then be obligated to the next mandatory overtime assignment.

- b) If the employee assigned to mandatory overtime does not wish to work, the employer will make every effort to assign overtime in the following manner: 1) on-duty, in station volunteers; 2) on-duty, in district volunteers; 3) on-duty, out of district volunteers; 4) off-duty volunteers in order of 1, 2, 3 above.

- c) Volunteers will not receive credit on the overtime list for any hours worked. Volunteers will maintain placement on the mandatory overtime list.
- d) New employees to the District will be placed at the bottom of the overtime list upon reporting to their duty station.
- e) After the volunteer list is exhausted, employees assigned to mandatory overtime may solicit volunteers to cover their assigned shifts so long as the employees are qualified and management approves the substitution.
- f) Normally, bargaining unit employees will not be mandated for out-of-district overtime.

Section 3. Voluntary Overtime

- a) Once an employee chooses to work overtime for the following shift he/she may not change his/her decision. If the employee who volunteers for overtime has an unexpected emergency, the employee may solicit another qualified volunteer to take the assignment subject to management approval.
- b) Employees volunteering for an overtime assignment will make their availability known to the on-duty supervisor at the beginning of the shift. At that time they must also specify in which district they desire to work. One or more districts may be requested.
- c) As employees complete 2-hours of overtime they will be credited for hours worked and priority given to the next volunteering employee.

- d) If an employee works less than 2-hours of overtime it will be annotated on the list and given priority until the full 2-hours are completed.

Section 4. Call Back Overtime

- a) Employees will be subject to call back overtime assignments. An employee, who is called back, at a time outside of and unconnected with the employee's scheduled hours of work, shall receive a minimum of two hours of call back pay.

Section 5. General Overtime Provisions

- a) Those employees mandated overtime will remain on duty until his/her relief arrives at that duty station.
- b) To the maximum extent possible, employees on Annual Leave, Kelly Day and Trade Time periods will not be required to work mandatory overtime.
- c) Normally an employee will not be expected to work more than 72- hours consecutively.
- d) Every effort will be made to inform employees of their selection for overtime as early as possible, and afforded a reasonable amount of time to report to duty. Employees are also accountable for calling in to verify their services are still needed.
- e) If overtime is required to meet mission requirements it will be assigned in the following order: 1) full shifts or 24-hours; 2) partial shifts in descending order until the overtime requirement is met. Employees are not entitled or guaranteed overtime.

Section 6. Transit to Overtime Assignment

- a) Management will provide transportation for employees assigned overtime immediately following their regularly scheduled shift, unless the employee opts to use their personally owned vehicle.

ARTICLE 14
MERIT PROMOTION

Section 1. Merit promotion will be carried out in accordance with applicable agency and Office of Personnel Management (OPM) regulations. It is understood changes may require bargaining in accordance with governing law. Promotion tools could include the use of the agency's automated staffing program, Management Identification of Candidates or any other appropriate source.

Section 2. Competitive procedures may be used for temporary promotions and/or details (to a higher graded position or one with known promotion potential) of more than 120 days (unless the selectee has previously held the grade) to non-supervisory positions. Supervisory positions, for which unit employees are under consideration, are governed under other agency rules.

Section 3. It is agreed and understood grievances arising under Merit Promotions will be submitted for resolution under negotiated grievance procedures, Article 8, Sections 13 and 14 (Merit Staffing Grievances). The exclusions identified in Article 8, Section 2 apply.

Section 4. Upon request of the Union, the Employer will provide information about the number of bargaining unit vacancies.

ARTICLE 15
REDUCTION IN FORCE

Section 1. Any reduction in force (RIF) **will** be carried out under the procedures of governing agency and OPM regulations. The Union will be apprised of a RIF as soon as possible, and may thereafter submit I&I proposals over negotiable aspects of the specific RIF as soon as practical.

ARTICLE 16
PERFORMANCE APPRAISAL

Section 1. Employee performance appraisals will be accomplished in accordance with applicable regulations

Section 2. Employees will be given a copy of their current critical elements and performance standards annually.

Section 3. Performance elements and standards to be used as a basis for appraising each employee's performance will be established by the supervisor consistent with the job related duties and responsibilities of each position. Employees are encouraged to participate in the development of performance elements and standards by submitting their input to their supervisors. At the end of the performance appraisal period, each employee's performance will be evaluated by comparing the employee's actual performance with the performance elements and standard specified for his/her position. Such evaluation shall be made in a fair and objective manner.

Section 4. Any performance deficiencies will be identified and employees informed of what must be done to reach an acceptable rating in writing with a copy given to the employee.

Section 5. When the standards/elements are changed the employer agrees to notify the union prior to implementation.

Section 6. Union representatives shall not be penalized in their rating for carrying out their labor-management representational functions under the terms of this agreement and the statute.

Section 7. If an employee believes that they were unfairly rated, as part of an unformed process they should be afforded an opportunity to

meet with the employer to discuss the rating. The union may be present this meeting. A performance rating is grievable under the negotiated grievance procedure.

Section 8. When employee performance becomes unacceptable, management will use performance improvement techniques to impose improvement requirements on the employee in an effort to assist them in obtaining a successful rating of record. Employees who are unacceptable will be given reasonable opportunity to improve his/her performance

ARTICLE 17
ANNUAL LEAVE

Section 1. Annual leave shall be earned and administered in accordance with applicable regulations and 5 USC 6303.

Section 2. This article defines procedures for collective bargaining personnel only.

Section 3. Employees shall be allowed to schedule all hours they earn. Management will make every effort to ensure personnel will be permitted to take scheduled annual leave earned in a leave year plus any leave restored in accordance with the provisions of 5 CFR 630.

Section 4. The leave year will begin on the first full pay period of the leave year.

Section 5. Use or Lose Annual Leave

- a) Management will make every effort to ensure employees will not forfeit use or lose annual leave. If an employee in a use or lose status cancels any or all parts of the leave block, the employee will indicate so in writing to the Assistant Chief one calendar day prior to the date the leave was scheduled to begin. Exceptions may be made on a case by case basis. The employee must also state that he/she does not wish to take leave and understands that he/she may lose if it is not rescheduled before the end of the leave year. Leave will be posted. Restorations of leave will not be made available to employees who have elected to cancel all or part of a scheduled leave block.

- b) Management will make every effort to ensure employees will be afforded the opportunity to take all leave that is scheduled.

- c) No employee will be required to forfeit their scheduled leave so another employee may take their use or lose leave.

72-Hour Employees

Section 6. Leave will be selected at each station among current employees assigned to the station.

- a) Employees that are transferred during the leave year will carry their leaves dates with them.

- b) Normally, open leave slots created by personnel leaving a station will be open for a two-week time frame, predicated on manpower requirements. During that time frame all others may apply for that leave with employees with the highest SCD given priority to receiving the open time frame.

Section 7. Annual leave will be scheduled by the 15th of December prior to the beginning of the leave year. On November 1st of each year, Management will post a list of all employees in order of seniority. Seniority will be based on Service Computation Date (SCD) as shown on their SF-50. The selection of leave shall begin by the 5th of November of said year.

Section 8. Procedures

- a) The most senior employee will choose one leave week (Sunday to Saturday) to run in conjunction with or without an employee's regular day(s) off followed by all other employees in seniority order until one leave week has been selected by all.

- b) Starting again with the most senior employee, all of the employees will pick an additional two leave weeks until all employees have three weeks selected.

- c) A 4th leave week will then be selected by all employees in accordance with Section 8a.

- d) After all eligible employees have picked a 4th leave week, those who earn a 5th leave week of leave a year will choose a 5th leave week in order of seniority
 - 1) Any open dates that have not been scheduled by 31 December shall be considered open leave dates

 - 2) Any leave requested after 31 December shall be approved on a first come/first served basis and considered day-to-day leave

- e) Management will maintain past leave schedules for one year.
 - 1) A copy of the annual leave schedule shall be posted where all employees may review it. (One at each station)

 - 2) An employee may trade or give away all or part of their scheduled leave. Normally, all required documentation will be submitted one week in advance. Exceptions may be made on a case-by-case basis.

 - 3) All unscheduled leave chits will be noted with time and date by the station supervisor prior to submission.

40 and 60-Hour Employees

Section 9. Leave will be chosen at each unit among the current employees assigned to that unit

Section 10. All efforts will be made to allow the maximum number of employees off on leave at one time

Section 11. Leave will be granted on a first come/first served basis

Section 12. If two or more employees wish to have the same leave dates, the employee with the most seniority will receive the date in question; but only if they both request the date at the same time.
Ties will be broken by lottery.

Section 13. Seniority is based on Service Computation Date as shown on their SF-SO.

Section 14. Normally, annual leave for unscheduled absence resulting from an emergency or other unforeseeable circumstance should be requested prior to the beginning of the employee's scheduled work shift. This section applies to all employees (i.e. 40, 60, or 72 hour).

ARTICLE 18
SICK LEAVE

Section 1. Requesting Sick Leave

- a) Employees shall earn sick leave in accordance with applicable agency and OPM regulations and law. The unit employee is primarily responsible for notifying the employer of his/her absence prior to the beginning of the work shift and request leave in accordance with appropriate regulations.

- b) Employees will request sick leave via the on duty Assistant Fire Chief or acting Assistant Fire Chief of the district to which they are assigned.

- c) It is recognized that there may be situations where the unit employee *is* incapacitated due to illness or injury. During these times of incapacitation, the employer will accept notification of a unit employee's absence from a designee prior to the beginning of the work shift.

- d) After the employee's designee notifies the Employer regarding the employee's absence the unit employee must personally contact his/her on duty Assistant Fire Chief or acting Assistant Fire Chief as soon as practicable to provide additional information regarding his/her leave request/status.

Section 2. Sick leave shall be requested and approved in advance for visits to physicians and other medical practitioners. The employee shall advise the shift supervisor with as much advance notice as possible. The employee shall make reasonable effort to plan these visits on their off-days.

Section 3. In accordance with governing regulations, unscheduled sick leave requests must be accompanied by administratively acceptable evidence. Normally, the employee's certification will be sufficient to support a charge to sick leave for absences of 3 working days or less. Periods of absence on sick leave in excess of 3 working days shall be supported by administratively acceptable evidence, or if the employee is under a Letter of Requirement.

Section 4. Employees will provide a reasonable brief explanation of why they need sick leave. Employees may request and be granted annual leave for sick leave reasons but must document their illness/injury on the request for leave (OPM form 71) and submit it as soon as possible.

Section 5. When it is indicated by the physician/practitioner that an illness will be of an extended duration (heart ailments, tuberculosis, etc.), a letter from the physician/practitioner at the beginning of the illness attesting to the probable duration of the illness may be accepted in lieu of the OPM Form 71 (Request for Leave) until time permits the employee to submit the OPM Form 71.

Section 6. Resolving Sick Leave Abuse.

- a) Prior to imposing a requirement for a bargaining unit employee to provide administratively acceptable evidence to be absent from work due to medical reasons, normally management will counsel an employee as an initial measure with regard to the possible abuse of sick leave and the basis for such concern. The basis for such concern is a discernable pattern of sick leave abuse.

- b) If counseling does not resolve the sick leave abuse the supervisor may initiate a Letter of Requirement for administratively acceptable evidence. Supervisors will periodically review the requirement, initially (6) six months

from the date of issue and (1) one year after issuance. A Letter of Requirement will be rescinded if the supervisors believe on such periodic review there is no basis for continued possible abuse, however, if the supervisor believes the abuse will continue the Letter of Requirement may be extended.

Section 7. Employees may be considered for advanced sick leave subject to 5 CFR 630 provided that; (1) the employee has no accrued sick or annual leave; (2) the employee is not currently under a Letter of Requirement for suspected leave abuse; and (3) the employee submits administratively acceptable evidence of a serious illness or injury.

ARTICLE 19
OTHER LEAVE and ABSENCES

Section 1. Excused Absence: Individuals may be excused from duty without charge to leave. Supervisors must make individual determinations on a case-by-case basis using a reasonable level of flexibility in judgment. Excusal for tardiness and brief absences is limited to less than one hour.

Section 2. Blood Donation: Employees who donate blood may be granted a reasonable amount of excused absence to travel to and from the donation site, the actual donation of blood, and recovery at employer sponsored blood drives at the duty location where employees work. The employer may disapprove a request to give blood if the scheduled appointment unduly disrupts operations or impacts staffing.

Section 3. Bone Marrow/Organ Donation:

- a) Bone Marrow: Federal employees are entitled to use seven (7) days of paid leave, without charge to sick or annual leave, per calendar year to serve as a bone-marrow donor.

- b) Leave for Organ Donation: Federal employees are entitled to receive up to thirty (30) days of paid leave, in addition to their sick and annual leave, per calendar year when they donate their organs.

Section 4. Military Leave: Employees may be granted military leave, accrued annual leave and/or Leave Without Pay (LWOP) for active duty, inactive duty, military training or development in accordance with applicable law, rule, or regulation. Employees will provide an advance copy of military orders before leaving as well as certification showing completion of military service obligation upon return to duty.

Section 5. LWOP:

- a) Leave Without Pay (LWOP) may be approved for enrollment in academic courses or training that would be of benefit to the agency or protection of employee status and benefit eligibility pending action on claims for disability retirement or injury compensation.

- b) Upon notification to the employer, employee representatives designated by the Union as elected or appointed to a National Union office or as a delegate to any Union activity necessitating a leave of absence may be granted annual leave or approved LWOP (up to 1 year at one time) and may be extended in one year increments.

Section 6. FMLA: Employees may request approval for LWOP under Family and Medical Leave Act (FMLA) provisions outlined at SCFR630.1201-1211.

Section 7. Emergency Annual Leave: Normally, annual leave for an unscheduled absence resulting from an emergency or other unforeseeable circumstance should be requested prior to the beginning of the employee's scheduled work shift. This section applies to all employees (i.e. 40, 60, or 72 hour).

ARTICLE 20
HEALTH and SAFETY

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

Section 2. The Employer agrees all emergency equipment assigned to the operation of the Fire Department will receive priority maintenance to ensure it is in safe operating condition at all times. The Employer shall provide for testing and inspection, as applicable to apparatus and equipment used by the fire protection inspection divisions. The results of these tests will be made available to the Union upon request. The Employer agrees to take prompt and appropriate action when unsafe conditions involving apparatus and/or equipment is reported to or observed by the Employer. New and replaced equipment will meet applicable standards.

Section 3. Unsafe Conditions. When an employee feels subjected to unsafe or unhealthy conditions, other than fire protection and fire prevention duties, which are inherently hazardous/dangerous, the employee will report the circumstances to his/her immediate supervisor. The employer will take prompt action on the employee complaint. If the complaint cannot be resolved through management channels, the Employer's Safety Office will be contacted to make a determination of the reasonableness of the complaint. All action taken will be a matter of written record.

Section 4. The Parties mutually agree to fully support initiatives developed to provide educational information to employees designed to increase awareness and understanding of infectious/communicable diseases.

Section 5. With the ongoing concern toward the spread of infectious diseases, the employer agrees to provide for the protection of bargaining unit employees in accordance with applicable law, rule, regulation, directive, or instruction.

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

Section 7. Rehabilitation during Emergency Operations and Contingencies. The Employer shall maintain an awareness of the safety and health of bargaining unit employees operating during emergencies and ensure adequate steps are taken to provide for their safety and health. The employees are responsible for keeping the chain of command notified of their safety and health concerns. The command structure will be used to request relief and reassignment as appropriate. The Employer will consider the circumstances of each incident/hazardous stand-by and make suitable provisions for rest and rehabilitation of bargaining unit members operating at the scene. These considerations include medical evaluation and treatment, replenishment to employees, and relief from extreme climatic conditions, according to the circumstances of the incident.

Section 8. The employer agrees that employees exposed to infectious diseases, hazardous substances, toxic fumes, epoxy paint, radiation,

etc., shall be given the appropriate medical care or physical evaluation (as deemed appropriate) as soon as practical. The employer will maintain up to date records for all bargaining unit employees in accordance with SOP A-17 Exposure Control Plan dated June 30, 2003. The employer agrees to provide the employee a copy of this record upon request.

Section 9. Accountability. Both parties agree that accountability is paramount to the safety of all personnel. To this end, both the Employer and bargaining unit employees are responsible for ensuring accountability for all personnel during emergency operations/contingencies.

Section 10. The employer and union agree, mishap, and work mission essential tasks must be performed to satisfy customer demands. To protect personnel from injury, mishap, and work suffrage the employer will make every reasonable effort to keep tasks during times of extreme inclement weather to a minimum in order to protect the welfare of the unit. Management will consider the Navy's flag system when making these determinations.

ARTICLE 21
DISCIPLINARY and ADVERSE ACTIONS

Section 1. This article refers to disciplinary and other actions taken under authority of 5 CFR 752 and related agency regulations. For purposes of this agreement, disciplinary actions include Letter of Reprimand and suspensions of fourteen (14) calendar days or less. Adverse actions include suspensions of fifteen (15) days or more; indefinite suspensions, demotions; furloughs; or separations. (Adverse actions taken under Reduction in Force (RIF) procedures outlined in 5 CFR 351 as covered under Article 15, are appealable to Merit Systems Protection Board under the RIF legal authority and are not included in this definition of adverse action). When grieving a suspension or adverse action under the negotiated procedure, the grievance filing time period begins on the date the employee receives the decision letter from management.

Section 2. An employee has the right to request union representation in connection with a disciplinary investigation under the provisions of Article 6 of this CBA. The provisions of Article 3 apply to official time requests for the purpose of employee representation.

Section 3. Unless an investigation has already been conducted or the facts are already known, management will conduct an investigation before formal disciplinary action is initiated. Additionally, the information relied upon to determine whether disciplinary action is appropriate will normally include a discussion with the employee. When the employee has requested union representation, the interview will be suspended and the employee given a reasonable amount of time to obtain representation, after which the employee interview will continue. The employee or union may inquire to management over the status of the investigation, management will advise of the status.

Section 4. Employees will be allowed no less than fifteen (15) calendar days to reply to a proposed disciplinary or adverse action.

A decision on a proposed disciplinary action (i.e. suspension of fourteen (14) calendar days or less) will not be effective until after the fifteen (15) calendar day reply time frame has expired. A decision on a proposed adverse action (i.e. suspension of fifteen (15) calendar days or more; removal; demotion; etc.) will not be effective until after the thirty (30) day notice period has expired except for actions taken under the "crime provision" (i.e. Section 7513(b) of Title 5 of the USC Code). For actions taken under the "crime provision" employees will normally be given a notice period of ten calendar days and a reply period of no less than seven (7) calendar days.

Section 5. An adverse action, which falls within the coverage of the negotiated grievance procedure in this agreement may, in the discretion of the aggrieved employee, be raised either under the appellate procedures to Merit Systems Protection Board using their regulations or under the negotiated grievance procedure, but not both and such decision is irrevocable.

ARTICLE 22
GENERAL PROVISIONS

Section 1. The Employer agrees as part of orientation, new employees hired into unit positions will be informed of the exclusive recognition of the Union. The Employer agrees to introduce all new employees to the station Union steward and to provide a hard copy of the Union agreement.

Section 2. Upon Agency Head approval of the CBA, the Employer agrees to furnish to all unit employees the signed contract via email to employees' government email account.

Section 3. At the request of the employee, the Employer will provide them with a copy Employees' current position description.

Section 4. Upon written request of the Union president, the Employer will inform the Union of current F&ES vacancies.

Section 5. The Parties agrees safety and industrial hygiene inspections of working and living spaces are in the best interests of all employees in the unit. The frequency of the inspections is in accordance with applicable Employer instructions and regulations. Upon request from the Union, the Employer will meet with the Union to hear their concerns about safety and health issues, discuss action taken to initiate abatement action to correct discrepancies, and when requested by the Union in writing the Employer will provide a copy of inspection reports in the Employer's possession.

Section 6. In the event air conditioning or heating units become unserviceable, the Employer will make every reasonable effort to expeditiously initiate the resolution of the mechanical issues. This may result in portable units being obtained or other sleeping

accommodations being made for unit employees. Every effort will be made to repair or replace this equipment as quickly as possible when they are found to be unserviceable.

Section 7. Upon the Union's request, the Employer will provide a copy of work orders to the Union and discuss status of resolution.

Section 8. The Employer agrees to provide adequate cleaning supplies to all fire stations.

Section 9. In accordance with SAP A-15, the Employer fully supports the existence of a voluntary Honor Guard. The Honor Guard will be considered on duty while performing honor guard duties, drills and meetings. The Employer agrees to allow the Honor Guard to drill on a periodic basis as long as it does not interfere with work assignments or training evolutions.

Section 10. The Employer recognizes discrimination because of age, race, color, sex, religion, national origin, or handicap (physical and mental) will not be tolerated. Both parties recognize the desirability of open channels of communication between unit employees and management on EEO matters and shall encourage and require the pursuit of this objective.

Section 11. Consistent with current agreement dated August 2, 2005 between the party's unit employees may display a United States Flag and the 9-1 1 symbols.

Section 12. The Employer agrees to provide and maintain a safe and healthy living space for unit employees. Consistent with matters subject to consultation and negotiation, proposed changes to living/working spaces will be noticed to the Union and the Union will

be given an opportunity to negotiate. The Employer agrees to provide adequate necessities to support station-staffing levels including:

- a) Refrigerators and freezers for storage of employees' food.
- b) Cooking utensils, pots, pans, microwave ovens, can openers, toasters, coffee makers, eating utensils, and dishware.
- c) TV, DVD with connection to cable or satellite when cable is not available for training and recreational purposes at each station.
- d) Dishwasher, washer, dryer for clothing separate than ones for firefighting gear.
- e) Adequate furniture for office, lounge, and sleeping areas.
- f) Lockers for storage of PPE and lockers for personal belongings.

PPE will be laundered IAW MFR Instructions.

The Employer will provide one bag per unit employee designated for transporting employees bedding items and linens, and one bag designated for transporting PPE.

Section 13. The Parties agree it is in the best interest of employees to receive information regarding their retirement program. To that end, the Employer 's benefits center is available to employees to obtain assistance when an employee is eligible to retire and wishes to do so. Eligible bargaining unit employees may attend retirement training offered by the Employer subject to funding availability. When unit employees attend retirement training, they will identify their special firefighter retirement status to the course instructor.

Section 14. The Employer will provide a retirement brief via the employee's government email account to include to links directing employees to appropriate retirement websites. The information will also be provided in the indoctrination package for new employees.

Section 15. The Employer and Union agree mission essential tasks must be performed to satisfy customer demands. To protect personnel from injury, mishap, and work suffrage, the Employer will make every reasonable effort to keep tasks during times of extreme inclement weather to a minimum in order to protect the welfare of the unit. Management will consider the Navy 's Flag System when making these determinations.

Section 16. Subject to security considerations and to the control of the host activity, management will continue to provide safe, adequate, and designated parking where it currently exists and will seek designation of parking where designation does not currently exist.

ARTICLE 23
UNIFORMS, PROTECTIVE CLOTHING and UNIFORM ALLOWANCE

Section 1. The Employer agrees to notify the Union in writing if there are any changes to the uniform of the bargaining unit employees. The Union will be given the opportunity to bargain/negotiate to the fullest extent allowable by regulation and law.

Section 2. The Employer agrees to furnish the following fire fighter protective clothing and equipment, required by applicable regulations and applicable administrative procedures, bunker boots (Leather as funds permit), rain gear, turn-out coat, turn-out pants, helmet, firefighting gloves, NOMEX hood, uniform hardware, etc. required in performance of the mission. Employees in receipt of a uniform allowance will be required to purchase uniform attire in accordance with the applicable administrative procedure.

Section 3. All uniforms will be in compliance with applicable administrative procedure. Those employees working in fire protection are usually considered out-of-service when wearing the dress uniform; however, the Parties understand should the need arise, employees in a dress uniform are expected to respond.

Section 4. Initial uniform allowances will be established at \$1600 effectively fiscal year 2011.

Section 5. Maintenance allowances will be established at \$800 effective fiscal year 2011.

Section 6. Newly hired employees, who arrive outside the normal annual uniform allowance period, will be provided a prorated allowance after their first anniversary or 365 days after receiving their initial uniform allowance. Prorating will be computed on a daily rate (\$800

divided by 365 days = \$2.19 per day). The prorated allowance shall cover the employee uniform cost from the first uniform allowance anniversary through the end of the fiscal year (30 September). The employee will then be submitted for a full uniform maintenance allowance and fall within then normal rotation for uniform payment.

Section 7. The Employer will initiate the paperwork for the uniform allowances within the first quarter of each fiscal year for all employees.

Section 8. The Employer will provide all new employees training on the complete uniform requirements, the proper wearing, inspection, maintenance, and limitations of all personal protective clothing the employee is required to wear.

Section 9. The Employer agrees to process requests for uniform allowances as expeditiously as possible.

Section 10. The parties agree safety shoes are an important part of the uniform requirement, and as such:

- a) Employees will purchase safety shoes from their initial or annual maintenance allowance, as applicable.
- b) Safety shoes will meet current applicable safety standards and the applicable administrative procedure.

Section 11. Unit employees may place and display the International Association of Fire Fighters (IAFF) union emblem on uniform, helmet and lockers as described below:

- a) One (1), IAFF union emblem (see attached) may be placed on the employees assigned helmet and will be no larger than two-inches by two-inches
- b) The approved emblem will be placed on the right rear of the helmet above the employee name
- c) One (1), IAFF union emblem (see attached) may be placed on the employee assigned locker(s) and will be no larger than two-inches in diameter
- d) The approved emblem will be placed in the upper right hand corner of the locker.
- e) Union members will be authorized to wear the IAFF lapel pin (see attached) on the dress and work uniform.
- f) The approved lapel pin will be placed on the left collar of the work uniform polo/job shirt centered one inch on collar with the centerline of the insignia bisecting the point of the collar
- g) The approved lapel pin shall be worn on the dress uniform left lapel two-inches below left measured centerline to centerline of the Chief Fire Officer Designation (CFOD) insignia. If you do not have a CFO designation then the union lapel pin shall be worn on the left lapel two-inches below the rank insignia. Positioned so that the centerline intersects and is parallel to the inside edge of the lapel.

Section 12. IAFF union emblem (sticker and lapel) will be at no cost to the Employer.

ARTICLE 24
TRAINING

Section 1. The parties recognize that training and development of employees is essential to efficient operations. The Employer has the responsibility to provide training necessary to assure maximum efficiency of unit employees in the performance of their official duties. The parties also recognize that an effective training program is vital to a safe and effective operational environment. As such, the parties agree that safety will be stressed and incorporated into all training parameters. Employees have the responsibility to take full advantage of the training made available and for applying the learning to their job.

Section 2. Job related training opportunities will be offered without regard to race, religion, color, creed, national origin, age, sex, disability, district assigned, political/ or union affiliation or any other non-merit factor.

Section 3. The Union may submit to the Employer recommendations for improvement of the training programs and development of employees. The Employer will give due consideration to the views of the Union.

Section 4. The employer will normally provide training opportunities for employees to increase skills and performance in accomplishing the mission. Such training, as determined by the Employer, shall be at no cost to the employee. Any training attended by employees on their own shall be at no cost to the employer. Employees may request to use employer owned PPE to attend such training classes.

Section 5. As funds permit the Employer agrees to provide and maintain a department library consisting of tire 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 6. Consistent with the nature, location, availability of local transportation, and duration of TDY assignments, the employer agrees to consider requests to provide a rental car or other mode of transportation provided by the employer during the TDY period.

Section 7. The employer shall attempt to accomplish individually required career ladder firefighter certification training and testing through the DOD Firefighter Certification Program during normal duty hours based on the supervisor's direction. It is understood some certification training requires training and testing after normal duty hours (i.e. required night training for airport certification).

ARTICLE 25
PHYSICAL FITNESS

Section 1. The Parties recognize the need to establish and maintain physical fitness to enable bargaining unit employees to develop and maintain an appropriate level of fitness to safely perform their assigned functions and to reduce the probability and severity of occupational illnesses and injuries. To this end and until such time as a Memorandum of Understanding (MOU) on a formalized firefighter physical fitness program and appropriate bargaining has been signed, the Parties will continue to encourage unit employees to participate in physical fitness.

a) One hour of time will be designated during the workday for the purpose of performing physical fitness training subject to the needs of the Employer in performing its mission.

b) The physical fitness-training period may be scheduled contiguously with employees "down time". Employee may use their "down time" to continue exercising beyond the designated physical fitness-training hour subject to the needs of the Employer in performing its mission.

c) The Parties jointly encourage participation in organized non-contact athletics, as feasible, as an alternate method of physical conditioning.

Section 2. As funds allow and the Employer agrees, unit employees will be allowed to use athletic facilities on base for physical fitness training and during "down time", provided these activities do not interfere with emergency response times and the mission of the Employer.

Section 3. The parties agree to cooperate in providing line of duty injury data to the Union upon request annually.

ARTICLE 26
AWARDS and SUGGESTION PROGRAM

Section 1. Incentive awards are used in recognition of superior accomplishment or other personal effort that contributes to the quality, efficiency, economy, other improvements to the mission of the organization.

Section 2. Unit employees may be appropriately recognized for adopted suggestions as well as for superior accomplishment.

Section 3. Employees wishing to submit a beneficial suggestion will do so through their appropriate chain of command for investigation, analysis, review and determination whether to adopt the suggestion.

Section 4. The Parties agree to use the existing Employer standard operating procedure on incentive awards, SAP A-13, and applicable Agency instructions to implement and operate the incentive awards program.

Section 5. The Union President or designee may be present as an observer during nomination and the selection process of unit employee only awards.

ARTICLE 27
CIVIC RESPONSIBILITY

Section 1. Employees may be excused from duty without charge to leave in order to vote or register in any election or referendum on a civic matter in the community in which they live. The employer will excuse employees for that length of time that will allow them three full hours after the polls open and before the polls close whichever is the lesser amount of time. Although the preferred method is to allow employees to vote at the first opportunity in the morning of Election Day, nothing precludes management from making other arrangements to excuse employees to vote to ensure there is no interruption in the employer's operations. Employees scheduled to work on Election Day who intend to vote shall notify their supervisor the shift prior to Election Day or as soon as feasibly possible. Any employee on overtime on Election Day will be given opportunity to vote once they notify their supervisor so that appropriate arrangements can be made to release them to vote.

Section 2. Court leave will be granted to an employee when required to serve as a juror, or witness on behalf of any party in connection in any judicial proceeding to which the United States, District of Columbia, or state or local government is a party. When employees are summoned or assigned by the Employer to testify in an official capacity, the employee is in an official duty status and court leave is not necessary. The court or judicial proceeding may be located in the United States, District of Columbia, or a territory or possession of the United States. OPM -71, Application for Leave, will be used to request court leave and must be accompanied by supporting documentation in accordance with local policy. Should the court recess or adjourn for the day, employees are expected to report to work, and present to their supervisor the court document indicating the time court adjourned/recessed for the day. Annual leave is appropriate for those occasions when an employee is call to testify on behalf of a private party.

ARTICLE 28
GROOMING STANDARDS

Section 1. Grooming standard will be in accordance with applicable standard administrative procedure A-11 as revised by the parties to reflect a gender neutral position as provided in the Memorandum of Understanding date 07 July 2010. This supersedes section 4.1 of the current administrative procedure dated March 2001.

ARTICLE 29
VIOLENCE IN THE WORKPLACE

Section 1. The Parties agree that violence in the workplace is not tolerated under any circumstance. Should an incident arise, management will take immediate steps to assess the matter. If management determines the violence warrants action, it will contact the proper authorities to have the offending employee(s) removed from the workplace for the safety and protection of all employees in the workplace.

Section 2. Once steps have been taken to secure the immediate concern, management will advise the union of the circumstances and the action take to protect the workforce. Upon request, the Employer agrees to meet with the Union President to discuss the situation including the work assignments of the individual involved.

ARTICLE 30
DURATION OF CONTRACT

Section 1. This agreement, as executed by the Parties, shall remain in full force and effect for a period of three (3) years from the date of its approval by the Office of the Secretary of the Defense and/or his designated representative. Thereafter, it will remain in effect for successive periods of one year, subject to approval by the Office of the Secretary of Defense, unless either Party notifies the other in writing at least 90 days prior to the next anniversary date of intention to renegotiate a new Agreement. When either Party requests to renegotiate the Agreement, the provisions of this Agreement shall be honored until a new Agreement becomes effective, except for those provisions that are contrary to any law, regulation, Executive Order or Public Law 95-454.

Section 2. This agreement, except for its duration period as specified in Section 1, may be opened for amendment by either party one time after it has been in force and effect for at least 18 months. Any request for amendment by either party must be written and must include a summary of the amendment(s) proposed and shall be limited to two (2) changes or additions for each side. The parties shall meet within thirty (30) calendar days after receipt of such a request to discuss the matter (s) involved. If the parties cannot resolve the matters presented, they shall proceed with negotiations within forty-five (45) calendar days. Negotiations shall be strictly limited to those matters previously presented by the parties as being appropriate. Such amendment(s) as agreed to will be duly executed by the Parties, subject to approval by the Office of the Secretary of Defense.

Section 3. 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 the same has been ratified by the Union and approved by the Employer.

Section 4. The Parties may reopen the Agreement at any time by mutual consent. It is agreed that at any time this Agreement may be reopened to modify, add, or delete clauses or articles as may become necessary due to the change in laws and regulations or policy directives issued by higher authority that may warrant changes. Before reopening, the party wishing to reopen will submit to the other party, at least thirty (30) days prior to the desired reopening date, an agenda stating the reasons for the reopening and the changes that are desired.

IN WITNESS WHEREOF, the Parties hereto have entered into this agreement on this 13th day of October 2011, it being understood by both Parties the provisions contained herein are subject to approval by the Department of Defense.

FOR THE EMPLOYER

FOR THE UNION

Deputy Fire
Chief Negotiator

International Association of Firefighters
Chief Negotiator

District Fire
Chief Negotiator

President, IAFF, Local F-25
Negotiator