

LABOR-MANAGEMENT

AGREEMENT

BETWEEN

HEADQUARTERS, CARLISLE BARRACKS

AND

INTERNATIONAL ASSOCIATION OF

FIRE FIGHTERS, LOCAL F-109

## AGREEMENT

Headquarters, Carlisle Barracks/International Association of Fire Fighters, Local F-109/Carlisle Barracks

IN WITNESS WHEREOF, the parties hereto have executed this agreement this day of 19 April 2001.

### NEGOTIATION TEAMS

#### EMPLOYER REPRESENTATIVES:

Chief Spokesman  
Member

#### AGREED FOR THE EMPLOYER:

Director, Security and Emergency Services

#### UNION REPRESENTATIVES:

Chief Spokesman  
Member

#### AGREED FOR THE UNION

President, IAFF Local F-109

### GARRISON COMMANDER'S APPROVAL

CARLISLE BARRACKS

APPROVED: Garrison Commander

Dated: 19 April 2001

DEFENSE CIVILIAN PERSONNEL  
MANAGEMENT SERVICE REVIEW

Approved on and Dated: 3 May 2001

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## PREAMBLE

The employer and the union agree to work together in a spirit of partnership, trust and mutual respect toward the accomplishment of common objectives and goals. In doing so, both parties will work together to identify problems and craft solution to better serve Carlisle Barracks' customers and the Carlisle Barracks' workforce. In this spirit this agreement was arrived at, in mutual cooperation, through the use of interest based negotiation principles.

Pursuant to the policies set forth in Title VII, Civil Service Reform Act, and subject to applicable statutes, rules, regulations, and directives of higher federal authority, the following constitutes an agreement by and between the Headquarters, US Army Garrison, Carlisle Barracks, Pennsylvania, hereinafter referred to as the "EMPLOYER," and LOCAL F-109 of the International Association of Fire Fighters, located at Carlisle Barracks, Pennsylvania, hereinafter referred to as the "UNION."

Provisions in this agreement which name tasks to be performed by specific personnel (i.e., supervisors, EEO Officer, ..., etc.) or organizations (CPO, ... , etc.) merely serve to acknowledge an existing practice and do not constitute an attempt to restrict the statutory right of the Employer to assign tasks to other personnel.

## ARTICLE 1 - Purpose

**Section 1.** In consideration of the mutual covenants herein set forth, the parties hereto intend to be bound under Title VII, Public Law 96-454, October 18, 1978, Subchapter I, Section 7101, "Findings and Purpose.

**Section 2.** This agreement is entered into under the authority of and in accordance with the provisions of the Civil Service Reform Act, as amended (Title VII, Public Law 95-454) and the letter of exclusive recognition dated 10 May 1965, signed by the Commanding General, Headquarters, Carlisle Barracks.

## ARTICLE 2 - Recognition and Unit Definition

**Section 1.** The EMPLOYER hereby recognizes that the UNION is the exclusive representative of all employees in the unit (as defined in SECTION 2 below), and the UNION recognizes its responsibility to represent without discrimination and without regard to UNION membership the interests of all such EMPLOYEES with respect to grievances, personnel policies, practices and procedures or other matters affecting their general working conditions.

**Section 2.** The unit to which this AGREEMENT applies is composed of all EMPLOYEES of the Fire and Emergency Services Division, Directorate of Security and Emergency Services, Headquarters, Carlisle Barracks, Pennsylvania, 17013, up to and including Lead Firefighters, GS-07, who do not spend a preponderance of their time exercising supervisory authority.

## ARTICLE 3 - Matters Appropriate for Consultation or Negotiation

**Section 1.** It is agreed and understood that matter appropriate for negotiation and consultation between the Parties are personnel policies and practices and matters affecting general working conditions of employees in the unit which are within the discretion of the Employer that include but are not limited to such matters as safety, training, labor-management cooperation, employee services, methods or adjusting/resolving grievances, granting leave, promotion plans, demotion practices, pay procedures, reduction-in-force practices, hours of work, etc. Such negotiations will be in accordance with the requirements of the Statute and this AGREEMENT. The employer will not unilaterally change any provisions of this AGREEMENT or implement any new regulations, policies or practices which are within the discretion of the Employer without affording the Union the opportunity to bargain concerning the change and/or the impact and implementation of the change to the extent consistent with law and regulation.

**Section 2.** In accordance with Title VII, Federal Service Labor-Management Relations, nothing in this Agreement will preclude the Employer and the Union from negotiating:

- a) At the election of the Employer, on the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
- b) Procedures which the Employer will observe in exercising any authority under this Agreement; or
- c) Appropriate arrangements for employees adversely affected by the exercise of any authority by the Employer.

**Section 3.** For the purpose of this agreement, consultation is defined as any dialogue, either written or oral, between the Parties and unlike negotiations does not require a mutually acceptable compromise between the Parties. The Employer agrees to consult, upon request of the Union, on matters that are excluded from negotiation by Article 4 of this AGREEMENT. When consultation occurs, the Employer agrees to give bona fide consideration to the views that were presented by the Union when finalizing its position.

**Section 4.** For the purpose of this AGREEMENT, negotiation is defined as bilateral exploration and exchange of views in a good faith effort to reach agreement and reducing to writing any mutual agreement reached if requested by either party.

**Section 5.** The point of contact for the purpose of consulting and/or negotiation on any issue regarding the administration or application of this AGREEMENT shall be the duly elected President or his/her designated representative for the Union and the Fire Chief and/or his/her designated representative for the Employer. If neither of these officials are available, the Parties will insure that a duly authorized representative will be present and have full authority to perform such functions.

## ARTICLE 4 - Union Rights and Representation

**Section 1.** The UNION shall be given the opportunity to be represented at discussion between the EMPLOYER and the employees on matters affecting general working conditions in the unit.

**Section 2.** The UNION shall be given the opportunity to be represented at formal discussion (Except for performance appraisal counseling sessions) between one or more employees in the unit or their representatives 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 that the examination may result in a disciplinary action against the employee; and the employee requests representation. The Employer agrees to notify the Union of all grievance [formal/informal] filed by unit employees and any and all formal discussions with unit employees relating to personnel policies, practices and matters affecting their general working conditions. The right to be present shall not extend to personal discussions between the employee and the employer.

**Section 3.** The EMPLOYER agrees to furnish the UNION with the names of all newly hired employees in the unit. The EMPLOYER further agrees to inform said employees of the UNION's exclusive recognition and representation status.

**Section 4.** The EMPLOYER agrees to recognize, the elected and/or appointed Officers, and Stewards of IAFF Local F-109. The Union agrees to submit to the Employer within Ten (10) calendar days of election and/or appointment, a list of officers and stewards and to update the names as changes occur.

**Section 5.** The UNION's representative shall request and be granted reasonable time during work hours to investigate complaints and grievances in order to bring about prompt and expeditious disposition.

**Section 6.** Any duly authorized official of the International Association of Fire Fighters shall be permitted to visit the firehouse for the conduct of official business of concern to the UNION and the EMPLOYER with advance notification to CPO and the Fire Chief.

**Section 7.** The EMPLOYER will provide suitable and reasonable space for the use of the UNION for posting or circulation of UNION information.

**Section 8.** The EMPLOYER will permit the UNION to use the firehouse for meetings during non-productive time. The Union President will normally provide advance notice of 2 days to the Fire Chief.

**Section 9.** The EMPLOYER agrees that there will be no restraint, interference, coercion, or discrimination against a UNION representative or member because of performance of duties properly performed by them under this AGREEMENT.

**Section 10.** The EMPLOYER agrees to allow the UNION to install a private telephone, at the UNION's expense at a convenient location in his duty station. Any costs or other service charges will be borne by the UNION, and the responsibility to make all necessary arrangements for such service will be assumed by the UNION.



## ARTICLE 5 - Employer Rights and Responsibilities

**Section 1.** It is agreed that the employer retains the right, in accordance with the Act:

- a) To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
- b) In accordance with applicable laws:
  - 1) 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;
  - 2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
  - 3) With respect to filling positions, to make selections for appointments from:
    - i. Among properly ranked and certified candidates for promotion; or
    - ii. Any other appropriate source; and
  - 4) To take whatever actions may be necessary to carry out the agency mission during emergencies.

## ARTICLE 6 - Employee Rights

**Section 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. Except as otherwise provided, such right includes the right:

- a) To act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies 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 chosen by employees under this article.
- c) The employee has the right:
  - 1) To see their personnel file. In addition, an employee may designate in writing one or more agents to examine his file. Unless the employee expressly limits what the agent may see in the file, the agent has complete access. If the employee restricts the agent from seeing some item, the records custodian shall remove the items from the file before giving the file to the employee's agent. The agent then may examine the file only in the presence of the custodian.
  - 2) To have the contents of their official personnel folder protected from unauthorized disclosure. Release of such information will be only as permitted under Federal law.

**Section 2.** Upon his/her request, an employee's Official Personnel File will be brought to Carlisle Barracks to enable the employee to review the record. The Union, with each employee's approval, may request a number of Personnel Files be made available for review at a designated time.

## ARTICLE 7 - Disciplinary and Adverse Actions

**Section 1.** The Parties agree that Disciplinary and Adverse Actions will be initiated and effected in accordance with the provisions of this AGREEMENT and applicable law, rule and regulations

**Section 2.** The Parties agree that the purpose of disciplinary action is to correct the offending employee and maintain discipline and morale among other unit employees. For the purpose of this AGREEMENT, the term "Disciplinary Actions" includes letters of reprimand and suspensions of not more than fourteen (14) calendar days which are grievable under the grievance procedure contained in Article 8 of this AGREEMENT. Letters of warning/counseling and/or leave restrictions are not disciplinary actions and will not be placed in the employee's Official Personnel File. However, they are grievable under Article 8, the negotiated grievance procedure.

**Section 3.** Disciplinary actions shall only be taken for just cause. Consideration shall be given to the minimum disciplinary remedy that can be reasonable expected to correct the offending employee and maintain discipline and morale among other employees.

**Section 4.** Prior to initiating disciplinary action, the following procedures will normally be followed:

- a) A preliminary investigation or inquiry will be made to determine the facts. Part of this preliminary investigation shall include a discussion with the affected employee.
- b) The employee will be notified in advance of the time of the discussion, and if the employee is advised that the disciplinary action is being contemplated, the employee may have a Union representative if he/she so desires.
- c) At the conclusion of this discussion, and on review of the information developed, the Employer will determine whether disciplinary action or adverse action should be initiated.

**Section 5.** Any unit employee against whom a disciplinary action is proposed shall be notified in writing of the reasons for such action. If any disciplinary action is not sustained against the employee all references to such action will be withdrawn from the employee's official personnel file.

**Section 6.** Disciplinary proposals will be timely. The Employer will make every effort to propose discipline as soon as possible after becoming aware of the incident. The employee or his/per designated representative will offer their written and/or oral reply to the deciding official within seven (7) calendar days. However, this time limit may be extended by mutual agreement provided that a request for extension is presented prior to the end of the prescribed time limit.

**Section 7.** When the unit employee does not elect to have the Union represent him/her, the Union will be permitted to have an observer present at all hearings, proceedings, or conferences conducted with the employee and at an appropriate time to let its views be known. Such attendance of the Union representative will not be charged to leave.

**Section 8.** The unit employee and the Union may exercise their right to grieve disciplinary and/or adverse actions under provisions of this agreement, starting at step 3 of the procedure. The employee and his/her Union Representative are entitled to a reasonable amount of official time to prepare and present the grievance.

**Section 9.** The Employer, at the request of the employee will furnish all documents and any other supporting material which the Employer relied upon to support his disciplinary action, in accordance with applicable laws, rules, and regulations.

**Section 10.** The Employer agrees that prior to the taking of an oral or written statement from an employee or when an employee is going to be questioned on matters which may lead to a disciplinary action against him/her, the employee(s) must be advised at that time of his/her right to be represented by the Union. The employee may represent himself/herself. (If the employee(s) do designate the Union as their representative, a reasonable amount of time will be allowed for the Union Representative to become available).

**Section 11.** Adverse Actions covered by this Article are removals, suspensions of more than 14 calendar days, furloughs of 30 days or less, and reduction in grade or reduction in pay. Adverse actions are subject to the negotiated grievance procedure under Article 8 or appealable to the Merit Systems Protection Board but not both.

**Section 12.** It is recognized that an employee may be represented by a person of his/her choice when exercising rights pursuant to actions appealable under law. The Union may have an observer present during adverse action hearings, subject to approval of the administrative judge.

**Section 13.** The Parties agree that an "Alternate Discipline Program" will be available for the Employer to utilize when appropriate.

**Section 14.** Nothing in this AGREEMENT prevents the Employer from considering "Last Chance Agreements"(LCA). Last Chance Agreements are instruments designed to permit an employee subject to an Adverse Action a last opportunity to demonstrate that he/she can be successfully rehabilitated, e.g., that his/her performance or conduct can be improved to the Employer's satisfaction, and that the adverse action should not be taken. The agreements are tailored to the special circumstances involved in each case. They allow the Employer, at its discretion, to forego or delay implementation of an adverse action in order to give an employee a last chance to demonstrate successful rehabilitation.

## ARTICLE 8 - Negotiated Grievance Procedures

**Section 1.** The purpose of this article is to provide a mutually acceptable method for prompt and equitable settlement of grievances.

**Section 2.** 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 any employee.
- c) By an employee, the UNION, or the EMPLOYER concerning:
  - 1) The effect or 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.
- d) Except that it shall not include a grievance concerning:
  - 1) Any claimed violation relating to prohibited political activities (Subchapter III of Chapter 73, Title 5, USC).
  - 2) Retirement, life insurance, or health insurance.
  - 3) A suspension or removal for National Security reasons (Section 7532, Title 5, USC).
  - 4) Any examination, certification, or appointment.
  - 5) The classification of any position which does not result in the reduction in grade or pay of the employee.
  - 6) Complaints or allegations of discrimination.

**Section 3.** This negotiated procedure shall be exclusive procedure available to the UNION, employees and the EMPLOYER for resolving such grievances.

**Section 4.** An employee has the right to present and process a grievance under this procedure on his own behalf. In such cases, the UNION has the right to have a UNION representative(s) present on time allowed during all steps of the grievance procedure.

**Section 5.** It is agreed th.at when several employees have an identical grievance, the UNION will select one (1) case for processing under the procedure and the results will be applicable to the other employees concerned. The UNION will provide the EMPLOYER, in writing, which employee's grievance will be processed and the names of the other employees concerned. Such notification to the EMPLOYER

will be made prior to entering a grievance at Step 1. Grievances initiated over disciplinary or adverse actions are to be processed as separate grievances since action of this nature impact personally on the individual employee.

**Section 6.** In the event either party should declare non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

**Section 7.** The EMPLOYER and the UNION agree that every effort will be made by the parties to settle grievances at the lowest possible level. Inasmuch as dissatisfaction and disagreements arise occasionally among people in any work situation, the filing of a grievance should not be construed as reflecting unfavorably on an employee's good standing, his performance, or his loyalty or desirability to the organization.

**Section 8.** At the mutual agreement of both parties, an employee may elect to attempt resolution of their complaint through the use of alternate dispute resolution (ADR) at any stage of the process. If the complaint is not solved through ADR, the employee may file a formal grievance, as described in Section 10, below.

**Section 9.** Reasonable time during working hours will be allowed for employees and recognized UNION representatives to discuss, prepare for and present grievances, including attendance at meetings with officials of the EMPLOYER. Prior to proceeding to Step 1 of the grievance procedure, a recognized UNION representative may use official time (normally not to exceed two (2) hours) for the purpose of investigating a potential grievance and obtaining pertinent information and for preparing for presentation of same. In unusual cases where two (2) hours is insufficient, the UNION representative may request additional time which may be granted by the Fire Chief upon a showing of a justifiable need. Requests for additional time will not be unreasonable or arbitrarily denied.

**Section 10.** Failure by management to meet the time limits prescribed at Step 1 of the procedure will permit the grievant to take his grievance to the next Step of the procedure. Failure by the employee or the UNION to meet the time limits prescribed at any Step of this procedure will grant the EMPLOYER authority to decide the grievance at the Step the employee or his representative failed to meet the time limit requirement. Time limits may be extended by mutual agreement. Extenuating circumstances that cause either party to miss a deadline, or that indicate a deadline is about to be missed, despite good faith efforts to meet the deadline, will require the parties to discuss revised time limits for the particular grievance. The following procedures are established for the resolution of grievances, applicable to the parties and to all eligible employees in the unit:

- a) **Step 1.** The employee grievance shall be reduced to writing in a form mutually agreed to by the UNION and the EMPLOYER, and presented to the Fire Chief. This shall be done within fourteen (14) calendar days of the incident giving rise to grievance. The written grievance will contain the following:
  - 1) A statement of the grievance;
  - 2) A statement of the remedial action or relief sought;

- 3) Evidence (documentary, if available) to support the grievance;
  - 4) The aggrieved employee's summary of the results of the discussion of the informal grievance;
  - 5) A statement of reasons why the aggrieved believes the remedy should be granted;
  - 6) The name of the designated representative if one has been designated;
  - 7) Within seven (7) calendar days of receipt of the written grievance, the Fire Chief or the Acting Fire Chief shall meet with the aggrieved employee, his representative and concerned management personnel to discuss the grievance. The decision of the Fire Chief or his designated representative shall be rendered to the employee, in writing, within seven (7) calendar days after the close of the meeting(s). If the decision is not submitted within the negotiated time frame, the grievance will be submitted within seven (7) calendar days by the President, or an officer of the UNION, to the Director of Security and Emergency Services.
- b) **Step 2.** The Director of Security and Emergency Services, within seven (7) calendar days after receipt of the grievance, shall arrange to meet with the aggrieved employee, the UNION representative, and concerned management personnel in an effort to reach a satisfactory settlement of the grievance. The Director will render a written decision to the employee and a copy to the UNION representative within seven (7) calendar days after the conclusion of the meeting.
- c) **Step 3.** Any grievance not settled at the Director's level may be submitted in writing to the Garrison Commander within seven (7) calendar days after the answer from Step 2. The Garrison Commander, or his designated representative will, within seven (7) calendar days, meet with the UNION representative, the employee, the President of the UNION, and an appropriate management official(s) to try and resolve the grievance. The Garrison Commander's decision will be rendered within fifteen (15) calendar days following the meeting between the parties at this step.
- d) **Step 4.** If the solution to the grievance is not reached in accordance with Step 3, either the UNION or the EMPLOYER may within thirty (30) calendar days from the date of the decision, make formal written notification that the unresolved grievance is being submitted to impartial arbitration in accordance with the provisions of this AGREEMENT.

**Section 11.** At each Step of the grievance procedure, the parties, including the grievant and the EMPLOYER, may call a reasonable number of witnesses who have testimony relevant to the grievance. Witnesses will not suffer loss of pay or leave if called during their regular working hours for such witness service.

**Section 12.** The EMPLOYER shall, upon request, provide the UNION representative with necessary pertinent information from official records to aid in resolving specific grievances insofar as permissible without violating laws or regulations.

**Section 13.** Should any dispute arise between the EMPLOYER, and the UNION concerning any grievable items as defined in Section 2 of this article, the moving party (either EMPLOYER or UNION) will inform the other party orally, or in writing, of such dispute within fifteen (15) calendar days after the grievant becomes aware of the event, or occurrence, prompting the complaint. The President of the UNION and the Commanding Officer (or their designees) will meet within ten (10) work days of such notification and make an earnest effort to resolve the matter through discussion. Within ten (10) work days of the meeting, the respondent party will relay in writing to the moving party on its position concerning the disputed issue(s). If, upon receipt of the respondent party's reply, the matter remains unresolved, the moving party may refer the dispute to arbitration under the provisions of Article 9 related to arbitration. Prior to submission of any such dispute to arbitration, the parties shall meet in an attempt to mutually agree on the issue(s) to be submitted to the arbitrator.



## ARTICLE 9 - Arbitration

**Section 1.** If a grievance is not resolved, either the UNION or the EMPLOYER may refer such grievance to arbitration. Arbitration requests will be submitted in writing within thirty (30) calendar days after receipt of the decision rendered at Step 3 of the grievance procedure or within thirty (30) calendar days of the respondent party's reply to a grievance processed under Article 9, Section 12 (Disputes).

**Section 2.** Within seven (7) calendar days from the date of receipt of a valid arbitration request, the involved parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial persons qualified to act as arbitrators. The parties shall meet within seven (7) calendar days after the receipt of such lists to select an arbitrator. If they cannot agree upon one (1) of the listed persons, the EMPLOYER and the UNION will each strike one (1) arbitrator's name from the list of seven (7) and shall repeat this procedure. When only one (1) name is left, he/she shall be the duly selected arbitrator.

**Section 3.** The arbitrator's fees and expenses, including per diem and travel, will be shared equally by the EMPLOYER and the UNION up to maximum allowable by Joint Travel Regulations. Transcripts may be taken of all arbitration hearings. The cost of the arbitrator's copy will be shared equally.

**Section 4.** The arbitration hearing will be held, if possible, at Carlisle Barracks, Pennsylvania, during the regular day shift hours, Monday through Friday. The employee, the UNION representative, and witnesses who have direct knowledge of circumstances and factors bearing on the case shall be excused from duty without loss of pay or charge to leave while participating in the arbitration hearing, if otherwise in duty status.

**Section 5.** The arbitrator will be requested to render his decision and remedy to the EMPLOYER and the UNION as quickly as possible, but in any event, no later than thirty (30) calendar days after the conclusion of the hearing unless the parties otherwise agree.

**Section 6.** Both parties to this AGREEMENT recognize and agree that the arbitrator's decision shall be binding. The arbitrator shall have no authority to add to or modify any terms of this AGREEMENT. The UNION may file exception to an arbitrator's award with the Federal Labor Relations Authority under regulations prescribed by the Authority. The Employer may file exception to an arbitrator's award with the Federal Labor Relations Authority under regulations prescribed by the Authority, Department of Defense, and the Department of the Army.

## ARTICLE 10 - Annual and Sick Leave

**Section 1.** All leaves shall be earned and administered in accordance with applicable law and regulations.

**Section 2.** Employees shall submit additional requests for annual leave at any time during the year and will endeavor to do so as far in advance as possible.

**Section 3.** Requests for blocks of annual leave must be submitted through the respective Supervisory Firefighter to the Fire Chief for review by 15 February. Employees will be informed of approval/disapproval decisions no later than 1 March.

**Section 4.** Nonscheduled leave requests should be submitted to the first line supervisor for review and forwarded to the Fire Chief for approval/disapproval decisions. If the Fire Chief will not be available to make a timely determination regarding the leave request the first line supervisor will have the authority to approve/disapprove the request.

## ARTICLE 11 - Leave of Absence

**Section 1.** The EMPLOYER agrees that an official or representative of the UNION may be excused without charge to leave in conjunction with attendance at a training session, sponsored by the UNION, provided the subject matter of such training is of mutual concern to the Government. Normally excusals for the purpose will not exceed one (1) shift for any individual within one (1) calendar year, except that special consideration will be given to requests for excusal for a complete tour of duty if that tour of duty exceeds eight (8) hours and when circumstances of time and distance to the training sites so warrant. All excusals under this Section are subject to the EMPLOYER's approval. Notification requirements must be in advance; specify time, date, location, subject matter, etc.

**Section 2.** Subject to the EMPLOYER's approval, leave without pay may be granted, upon request, to no more than one (1) member of the UNION to serve the International Association of Firefighters for one (1) year. Requests for like or shorter periods will be carefully reviewed and be approved only when the interests of the government are best served thereby.

**Section 3.** Excused absence: an excused absence is an absence administratively authorized in accordance with applicable regulations to excuse necessary absences from duty of less than one hour for adequate reasons anytime during the work day.

**Section 4.** The EMPLOYER agrees that an employee may be granted up to two (2) hours to vote when practical to do so without seriously interfering with operations in accordance with applicable regulations.

**Section 5.** Extended leave without pay the EMPLOYER agrees to consider requests from the UNION concerning extended leave without pay for the purpose of participating in UNION matters on an individual basis. Such requests shall be forwarded to the Commander. Employees in leave status, shall maintain all rights and privileges, including rights to classification act pay raises resulting from congressional action, in accordance with applicable regulations. It is understood however, that extended leave without pay may effect an employee's eligibility for credit for service and amount of annuity.

**Section 6.** Bereavement leave: request and approval for leave in connection with the death of a family member will be executed in accordance-with the guidelines of Family Friendly Leave.

**Section 7.** Court and Court-related services: employee absences for court-related services will be accounted for as provided in 5 USC 6322, Absence and Leave.

**Section 8.** Blood Donor Leave: any employee donating blood, without compensation, during duty hours will be granted excused leave up to four consecutive hours on the same day the blood was donated. A longer period may be authorized for recuperation purposes when supported by a doctor's certificate.

## ARTICLE 12 - Safety and Health

**Section 1.** The EMPLOYER and the UNION agree that one (1) member of the UNION, to be chosen by the UNION, will be appointed as a UNION Safety Representative, who shall be a member of the Installation Safety Council.

**Section 2.** The UNION Safety Representative should report all unsafe working conditions and/or facilities to the Installation Safety Director. The Safety Director will perform the necessary investigation and/or inspection to identify the unsafe condition. The Safety Director will render a report to the proper authority for corrective action. Such reports will be made a matter of record at the next regular meeting of the Installation Safety Council.

**Section 3.** Protective clothing and equipment will be provided by the EMPLOYER as required to meet OSHA/NFPA standards. The UNION agrees to encourage its members to use this protective equipment. The EMPLOYER agrees to replace any required protective turnout gear when it does not meet current National Fire Code Specifications. Determination of condition of protective turnout gear will be made by the Fire Chief in consultation with the Union.

**Section 4.** The EMPLOYER agrees to provide safety shoes for the firefighters as needed, of a style mutually acceptable to the Fire Chief and the Union, to be purchased locally.

**Section 5.** The EMPLOYER agrees to provide an annual physical examination for each firefighter and blood work at the EMPLOYER'S expense, as required by Army/DOD regulation.

**Section 6.** The EMPLOYER agrees to provide each individual permanent firefighter with a self-contained breathing apparatus mask. Provisions will be made for corrective lens where required.

## ARTICLE 13 - Job Descriptions and Requirements

**Section 1.** Each employee in the unit is entitled to be furnished a current copy of his job description and shall be afforded an opportunity to consult with his/her immediate supervisor for the purpose of reviewing their job description. When an employee is dissatisfied with the classification of their position, he/she shall seek resolution through the classification complaint and appeal procedures.

**Section 2.** The employee shall have the right to be assisted by a representative of his/her own choosing, other than a member of the Directorate of Civilian Personnel staff in preparing and presenting his classification complaint or appeal. Employees retain the right to appeal position classification without fear of restraint, prejudice, or reprisal. Classification standards will be available for use by UNION officials at the Directorate of Civilian Personnel.

**Section 3.** The EMPLOYER agrees to notify the UNION prior to applying new or revised classification standards for positions occupied by members of the bargaining unit if those standards result in change to position, title, series or grade. These standards may be reviewed by UNION officials, stewards, and employees prior to change.

**Section 4.** Position and pay management procedures will be in accordance with existing regulations.

## ARTICLE 14 - Merit Promotion and Internal Placement

**Section 1.** It is mutually accepted that merit placement and promotion will be governed by the Northeast Region CPOC Regional Merit Promotion Plan. This Plan is in compliance with OPM, DOD, and Army regulatory guidance, and is available for review in hard copy or via CBNET on the DCP Home Page. Annually, the Union may request a joint Union/Employer review to identify areas that may warrant either a CPOC consideration for revision, or modification to this Article within the scope of authority of the CPAC, based on experience with the Plan's application to the Fire Department.

**Section 2.** DCP is responsible for a number of coordinating actions, to include:

- a) assuring the electronic posting of announcements;
- b) notifying employees and the CPOC of selections;
- c) confirming effective dates;
- d) responding to inquiries from employees;
- e) assisting employees with RESUMIX when requested;
- f) providing employees with guidance on the CPOC Plan;
- g) other actions as stated in the Plan.

**Section 3.** Basic eligibility will be determined in accordance with the provisions of current OPM qualification standards and the DOD Firefighter Certification Program as articulated in the current edition of DOD Instruction 6055.6. Training pursuant to this Program is contained in Article 16.

**Section 4.** The minimum area of consideration must be sufficient to produce a reasonable number of qualified applicants, and will at least include the US Army Garrison, Carlisle Barracks. It is anticipated that vacancies in the Fire Department will be filled under RESUMIX, and will be announced electronically containing all information required by the Regional Plan.

**Section 5.** An employee previously demoted within Army without personal cause is entitled to special consideration for repromotion while on pay retention. Although he/she is not guaranteed repromotion, when a vacancy occurs in a position at his/her former grade (or any intervening grade) for which he/she is well qualified, consideration of such an employee for repromotion will precede the use of competitive promotion procedures. If the employee appears on the best qualified list and is not selected for repromotion, the selecting official will state their reasons for non-selection in writing to the Civilian Personnel Officer. The employee is entitled to be informed of this action.

**Section 6.** The release of an employee who is selected for promotion normally will not be delayed for more than one (1) pay period.

**Section 7.** The EMPLOYER agrees that the UNION representative will be permitted to review, within the Civilian Personnel Office, the rating and ranking actions taken to make a promotion within the unit which are filled by vacancy announcements. To facilitate this review the EMPLOYER will make the following data available:

- a) Resumix submissions of the applicants.
- b) The list of best qualified.

c) The name of the individual selected and the reason why they were selected.

**Section 8.** Any disclosure of information under Section 7 will be sanitized by the Civilian Personnel Office in order to comply with the provisions of the Privacy Act as amended in 1974.

## ARTICLE 15 - Reduction In Force

**Section 1.** Reduction-in-force practices will be carried out in accordance with existing laws, rules, and regulations of higher authority. The EMPLOYER agrees to inform the UNION of impending reductions-in-force within the bargaining unit and reasons therefor as far in advance as practicable. The UNION agrees to render the assistance in communicating to employees the reasons for the reduction-in force.

**Section 2.** The EMPLOYER further agrees to consider to utilize vacant positions within the unit for the placement of employees otherwise to be separated by reduction-in-force provided there is a current need to fill such vacancies as determined by the EMPLOYER, and provided that such action is consistent with the rules and regulations of the Office of Personnel Management and the Department of Defense.

**Section 3.** When an employee in the unit receives a notice of reduction-in-force, they may review, upon request, the following records:

- a) The retention register on which they are personally listed.
- b) The register listing the employee by whom they are displaced.
- c) The register containing the names of the employees, as determined by the Civilian Personnel Officer, whom he/she may be entitled to displace. An employee in the unit desiring to review such records may, if they so request, be accompanied by a UNION representative.



## ARTICLE 16 - Employee Training and Development

**Section 1.** The EMPLOYER exercises responsibility under the Government Employee's Training Act, Public Law 85-507, for the establishment of training programs to increase efficiency and effectiveness. The EMPLOYER will, as the need arises, identify areas of skill were scarcities exist.

**Section 2.** The EMPLOYER will within budgetary limitations provide employees, in the unit, with training and development opportunities which will be of benefit both to the EMPLOYER and the employee.

**Section 3.** (a) **Non-Certification Training:** When training is given primarily to prepare employees for advancement, or is even required for promotion (that is, an employee is not eligible for promotion unless he/she has completed the training), all employees will be given the opportunity for the training to the extent reasonably possible. If it is not possible to offer advancement training to all employees, selection for the training will be made based on competitive procedures similar to those used for merit promotion. (b) **DOD Certification Training:** Principals and procedures governing the execution of DOD Fire and Emergency Services certification training are contained in Appendix A of this Agreement, previously articulated in the form of an MOU dated 17 February 2000, pursuant to DOD Instruction 6055.6.

**Section 4.** When advance knowledge of the impact of pending major changes in function, organization, and mission is available, it shall be the responsibility of the EMPLOYER to consider the maximum re-training of employees involved. In the event of a reduction-in-force, the EMPLOYER will contact the appropriate state employment service concerning all affected employees to determine eligibility for training and then refer the employees to the appropriate office.

**Section 5.** The UNION and the EMPLOYER will meet to discuss new or existing training programs for UNIT members. The UNION may make recommendations to the EMPLOYER relative to training of the UNIT members. The EMPLOYER will consider all such recommendations. All training opportunities will be posted on the Fire Station Bulletin Board.

**Section 6.** The EMPLOYER may allow members of the UNIT to attend and participate in schools or professional courses during duty hours that directly relate to the job, which may be offered off post. Such attendance will be without loss of earned annual leave, provided the manpower complement on that shift does not go below minimum man power. The Fire Chief reserves the right to approve or disapprove all requests submitted to him/her by the UNIT members. The Fire Chief may request a written statement from the instructor of the course attended by the UNIT member.

**Section 7.** The EMPLOYER and the UNION agree to obtain and promote participation in mutually beneficial training during the stand-by time of the employee. The training sponsored will extend beyond training normally given as part of firefighter training and will be without cost to the EMPLOYER unless specifically agreed to. Training may consist of correspondence courses, periodic planned self-development courses, advance training related to life saving and first aid techniques and fire seminar. Training must be authorized in accordance with the Government Employees Training Act.

**Section 8.** The EMPLOYER agrees to encourage self-development of employees and that government and non-government training schools as well as government and non-government instructors be made available to the unit members, as appropriate.

**Section 9.** The EMPLOYER agrees to subscribe to professional magazines, up to 4, on an annual basis. The EMPLOYER further agrees to obtain and maintain membership in the National Fire Protection Association, and to replace existing fire codes, IFSTA manuals, and handbooks as new editions are published.

**Section 10.** The parties recognize that firefighting is one of the most hazardous occupations in the world today. When responding to emergencies, firefighters are exposed to multiple stresses simultaneously, e.g., physical, psychological and environmental. Firefighters who do not maintain their physical conditioning increase the chance of injury, heat exhaustion or overexertion resulting in the possibility of heart attack or other medical problems. This, in turn, could result in adverse consequences both for those being protected as well as for fellow firefighters. Therefore, the parties agree that a cardiovascular training program is essential to ensure the well-being of all concerned. Both the Employer and the Union will stress the importance of participating in a cardiovascular training program which complies with current DOD guidelines, and encourage participation in the "Fit to Win" Program. Firefighters may participate, during duty hours, in APFRI's annual Health Assessment Program developed for the AWC student. The union agrees to encourage Firefighter participation, which will be scheduled during the periods set aside for staff and faculty.

## ARTICLE 17 - Voluntary Allotment of Union Dues

**Section 1.** The EMPLOYER shall deduct dues from pay of all eligible employees who voluntarily authorize such deduction and who are employed within the writ, in accordance with the provisions set forth herein.

**Section 2.** UNION dues shall be deducted by the EMPLOYER from the employee's pay each payroll period when the following conditions have been met:

- a) The employee's earnings are regularly sufficient to cover the amount of the allotment.
- b) The employee has voluntarily authorized such a deduction on Standard Form 1187 supplied by the UNION, or other written authorization.
- c) Such completed form has been turned over to the EMPLOYER by the Treasurer of IAFF Local F-109 or in his absence by the President of IAFF Local F-109.

**Section 3.** The UNION is responsible for purchasing the standard allotment form prescribed by the Comptroller General; distributing it to its members; certifying as to the amount of its dues; delivering completed forms to the Customer Service/Payroll Liaison representative in DRM, and educating its members on the program for allotments for payment of dues, its voluntary nature, and the uses and availability of the required form.

**Section 4.** Allotments may be submitted to Customer Service/Payroll Liaison at any time. Deduction of dues shall begin with the first pay period which occurs after receipt of the Standard Form 1187 by the EMPLOYER, providing that Standard Form 1187, or other written authorization is received by noon of the Tuesday preceding the beginning of the biweekly pay period.

**Section 5.** The amount of the UNION dues to be deducted each biweekly pay period shall remain as originally certified on such allotment forms until a change in the amount of such dues is certified by the authorized official or in his absence by the President of IAFF Local F-109, and such certification is transmitted to the EMPLOYER by the UNION. Such change shall begin with the first pay period after receipt of the notice of change by Customer Service/Payroll Liaison, or at a later date if requested by the UNION. Such changes shall not be made more frequently than once each twelve (12) months.

**Section 6.** An employee's voluntary allotment for payment of his UNION dues shall be terminated with the start of the first pay period in which any of the following occur:

- a) Loss of exclusive recognition by the UNION.
- b) Separation of an employee from the unit.
- c) Receipt by the EMPLOYER of notice from the UNION that the employee has been expelled or has ceased to be a member in good standing of the UNION.
- d) Suspension or termination of this AGREEMENT by an appropriate authority outside the Department of Defense.

**Section 7.** The EMPLOYER shall transmit to the UNION Secretary-Treasurer promptly, after each regularly scheduled pay day, duplicate lists of employees on voluntary dues allotments. Each such list shall list the name, and activity of each employee of IAFF Local F-109 and the amount of the allotment deduction made for each employee member. Each such list shall include the monetary amount of all such allotment deductions made for the employee members together with the total number of such

allotment deductions. Each such list shall contain a summary listing the names of each UNION member whose dues were not deducted for that period and the reasons therefore together with the names of those members whose allotment was terminated and the reasons therefore.

## ARTICLE 18 - Trading Time/Early Shift Release

**Section 1.** It is understood and mutually agreed that the practice of trading time and trading of Kelly Days among employees in the unit will be permitted provided there is no effect on hours of work and the following conditions are met:

- a) The trading of time will occur voluntarily by the employees and not at the request of the EMPLOYER;
- b) The sole reason for trading time will be the employees' desire or need to absent themselves from work to attend to a personal matter;
- c) Employees will submit requests of time to be traded to the Fire Chief as far in advance as practicable but such trading must be scheduled prior to beginning of administrative workweek. The Fire Chief will approve or disapprove requests and will maintain a record of all time traded;
- d) The total time traded will be restricted to a maximum of twenty-four (24) hours at any one time and must be paid back within the same biweekly pay period in which the trade occurs.

**Section 2.** It is understood that no additional overtime compensation will be requested by virtue of employees trading time.

## ARTICLE 19 - Commercial Activities (CA)

**Section 1.** Authority for contracting-out will be governed by existing statutory guidelines.

**Section 2.** The EMPLOYER agrees that in instances where automation, technological change, or the introduction of contractual services serves to eliminate duties, functions, or positions of career employees in the unit to a significant degree, consideration will be given by the EMPLOYER to reassign employees so affected to other vacant, continuing positions within the US Government; or, where feasible, to re-train such employees for continuing positions on the installation, at a salary equal to, or as near as possible to the employee's current salary as permitted by regulations.

**Section 3.** The EMPLOYER will give advance notice to the UNION in the event that contracting out of work historically performed by unit employees will result in the displacement of unit employees.

## ARTICLE 20 - Overtime

**Section 1.** Overtime will be administered IAW FDOI #22, as agreed upon by the Fire Chief and the Union.

## ARTICLE 21 - Uniforms and Accessories

**Section 1.** The EMPLOYER agrees that the initial uniform allowance and subsequent replacement quarterly allowances will be paid in accordance with applicable regulations.

**Section 2.** The EMPLOYER will provide the following uniform items: two (2) sets of collar insignias, one (1) hat insignia, two (2) breast shields, two (2) name plates, and six (6) Carlisle Barracks Fire Department embroidered patches.

**Section 3.** The EMPLOYER agrees that the composition of the work/dress uniform will be the same for all employees except the Lead Firefighters. For the life of this agreement those items requiring replacement shall be in accordance with the uniform criteria prescribed by AR 670-10 and any TRADOC implementing instructions. It is also agreed that the EMPLOYER and the UNION shall meet and confer on the uniform material within the scope of these regulations.

**Section 4.** The EMPLOYER agrees to provide each newly hired EMPLOYEE with a complete set of protective clothing and initial uniform allowance in order to insure that the new EMPLOYEES are equipped and properly attired to perform their duties when reporting for duty. Said items are identified in Article 21, Section 2 and Article 12, Sections 3, 4, 5, and 7 of this AGREEMENT.

**Section 5.** The EMPLOYER agrees to repair or replace any protective clothing as soon as possible, following damage which occurs in the line of duty, insofar as said damage is not the result of negligence or abuse on the part of the employee.



## ARTICLE 22 - Equal Employment Opportunity

**Section 1.** Employment practice at this installation shall insure full adherence to current EEO law and guidelines, and any DOD and Army regulations, guaranteeing equal employment opportunity to all persons without regard to race, color, religion, sex, age, national origin or handicaps. Any restriction on age will be based entirely on minimum age limitations imposed by Government-wide standards.

**Section 2.** The EMPLOYER and the UNION agree that an Installation Commander's Equal Employment Opportunity Advisory Council (or any equivalent thereof, established to advise activity commanders and top management of such matters as maintaining effective communication with the community and the work force, may include representatives from minority group organizations, community leaders, employee, spokesmen for employee organizations, and management officials of the installation.

## ARTICLE 23 - Facility Standards

**Section 1.** The EMPLOYER agrees to maintain the living quarters portions of the fire station, in the same manner as other living quarters on Post, insofar as maintenance and repairs. Quality standards shall be as a minimum, equal to other quarters on Post.

**Section 2.** The EMPLOYER agrees to include the fire station in a regular review for modifications and upgrades, consistent with appropriate standards used for Family Housing (as applied to living areas) and other appropriate standards (as applied to other areas).

**Section 3.** Consistent with Fire Department mission requirements, appropriately funded through budget procedures, the EMPLOYER agrees to provide and maintain essential equipment listed in CTA 50.909, Table 10.

## ARTICLE 24 - Hours of Work

**Section 1.** A normal tour of duty will not exceed twenty-four (24) hours. Any time worked in excess of twenty-four (24) hours will be considered overtime, unless such time involves trade time between EMPLOYEES, whereas, such time would be applicable to the provisions of ARTICLE 20.

## ARTICLE 25 - Performance Ratings

**Section 1.** All employees in the bargaining Unit will be evaluated against work responsibilities and performance standards based on actual duties properly assigned and consistent with each employee's official job description. Employees should be given an opportunity to participate in the development of work responsibilities.

**Section 2.** The designated Union Steward will be given the opportunity to attend group meetings of employees in the Unit when such meetings are called by the supervisor for the purpose of discussing the development of performance standards. Stewards will be given an opportunity to provide comments during the meeting.

**Section 3.** A Total Army Performance Evaluation System (TAPES) Counseling Checklist will be developed for each employee, and will be given to the employee in writing at the beginning of the rating period or within thirty (30) calendar days after being assigned to a new position. TAPES forms must be revalidated or re-accomplished for each rating period. Standards will be explained to employees at time of presentation.

**Section 4.** Performance standards must be in force at least one hundred twenty (120) days before they are used to rate an employee. Appropriate TAPES forms will be used to document the dates performance standards and/or changes to performance standards are communicated to the employee.

**Section 5.** At or near the midpoint of the annual rating period, the rating supervisor will discuss with the employee, his/her actual performance against the written performance standards. Discussions will be held as often as necessary to assist employees in improving, when work performance is below the fully successful level. Employee will be advised of progress, and counseled concerning performance that is below the established standard. This midpoint discussion will be documented and will reflect specific examples of favorable and unfavorable job performance. At the discretion of the supervisor, a memorandum for the record may be written by the rating supervisor and presented to the employee.

**Section 6.** Employees will receive an annual performance rating which will be a factor in making decisions in regards to training, rewarding, reassigning, promoting, reducing in grade, retaining or removing an employee from their position. To this end the employee's performance appraisal will be used to assist in decisions concerning the employee.

**Section 7.** The following procedures listed below will be followed prior to proposing to remove an employee from a position for unsatisfactory performance:

- a) The employee will be notified in writing of the unsatisfactory performance and will normally be given 60 days to raise the performance level to satisfactory. The notice will advise the employee what actions are necessary to improve performance, and what assistance is available in terms of training, counseling, and close supervision.
- b) If after the sixty (60) day period, performance remains unsatisfactory, the supervisor will initiate appropriate action in accordance with AR 690-400, Chapter 432.

## ARTICLE 26 - Copies of the Agreement

**Section 1.** The EMPLOYER agrees to publish this AGREEMENT, and any amendment or supplements thereto, and to provide a copy for each officer, steward and member of the UNIT. The employer will provide a copy of this contract on floppy disk to the Union.

## ARTICLE 27 - Duration and Modification

**Section 1.** This AGREEMENT shall remain in full force and effect for a period of three (3) years from the date the AGREEMENT is approved by Department of Defense Field Advisory Service. If said activity fails to take action to approve or disapprove the contract within 30 days of its receipt, then this AGREEMENT will take effect thirty-one (31) days from the date this AGREEMENT is executed by the last party required to execute the AGREEMENT and shall be binding on the parties subject to the provisions of the law and regulations of appropriate authorities outside the agency. Thereafter, this AGREEMENT shall be automatically renewed annually unless either party gives written notice to the other not more than one hundred five (105) calendar days nor less than sixty (60) calendar days prior to the expiration of the AGREEMENT of its desire to terminate the AGREEMENT in its entirety or its desire to effect changes therein. When such notice is given, the parties shall meet for the purpose of negotiating the amendments or modifications not later than sixty (60) calendar days prior to the expiration of the AGREEMENT of its desire to terminate the AGREEMENT in its entirety or its desire to effect changes therein. When such notice is given, the parties shall meet for the purpose of negotiating the amendments or modifications not later than sixty (60) calendar days prior to the expiration date and thereafter will continue to negotiate in good faith on a regular basis. If negotiations are not concluded prior to the expiration date the AGREEMENT will be terminated, unless negotiations are in progress. In this case, extension of sixty (60) calendar days or less may be granted.

**Section 2.** Termination of this AGREEMENT will not in itself terminate the recognition granted the UNION. The AGREEMENT may also be terminated: (a) by mutual consent of both parties; and (b) at any time it is determined and established that the UNION is no longer entitled to exclusive recognition under Title VII, Public Law 95-454, CSRA.

**Section 3.** Except for its duration period, as specified in Section 1 of this Article, this AGREEMENT is subject to modification by changes in applicable laws, regulations and policies issued by higher authority which are government-wide after the date of this AGREEMENT. The implementation of modifications or changes which are mandatory and not discretionary with EMPLOYER, will be made with written notification to the UNION, indicating the modification and the basis therefore. In such an event, the parties will meet for the purpose of negotiating new language that will meet the requirements of such laws, regulations or policies. This paragraph shall not be construed to limit the right of the EMPLOYER to comply immediately with such laws, regulations, and policies.

**Section 4.** If a particular provision of this AGREEMENT is subsequently found to be violative of law, that provision will be deemed void and unenforceable.

## APPENDIX A - DOD CERTIFICATION TRAINING

The DOD FIRE AND EMERGENCY SERVICES CERTIFICATION PROGRAM was implemented by an MOU between the US Army Garrison, Carlisle Barracks and IAFF Local F-109 on 17 February 2000, appropriately signed by the President of Local F-109, the Fire Chief, and the Garrison Commander. The parties agreed to incorporate the substance of the MOU in this CBA by way of an addendum, since the subject of the MOU is "training" and represents a special case of Article 16. Accordingly, implementation of the Certification Program at Carlisle Barracks is as follows:

**DUTY Time:** To the extent possible, training and testing pursuant to the Certification Program will be accomplished on duty time, workload and staffing permitting. This will apply to circumstances involving training at off-post locations as well as on-post locations. It is recognized that instances of off-post training may require a temporary adjustment to duty schedules where classroom instruction is involved.

**TRAINING:** It is anticipated that various modes of training in preparation for certification testing will be used, including IFSTA manuals that are continually updated; classroom training; self-teaching modules; and training coordination with other DOD Fire Departments. Considerations of time, budget, and availability will determine the most feasible approaches.

**CERTIFICATION:** Firefighters applying for other positions in the Department must certification in all areas specified by DOD for that position. Opportunities for on-line testing will be provided in areas that are free from noise and other distractions. Firefighters are not required to be certified for the position held on 30 May 2000.

**RESPONSIBILITIES:** Firefighters interested in preparing themselves for future competition for higher level positions are expected to take the required initiative to complete the necessary certification to meet the qualification standards. The employer will encourage and support the training needed for certification. Annually, the Fire Chief and Union representative will identify anticipated job opportunities within the Fire Department, and encourage bargaining unit members to pursue certification accordingly.

**FOLLOW-UP REVIEW:** One year from the signing of the MOU, the parties will meet to evaluate the successes and shortfalls of program implementation at Carlisle Barracks.

## APPENDIX B - RANDOM DRUG TESTING FOR FIREFIGHTERS

The following provisions were originally the subject of an MOU dated 21 November 1999, negotiated pursuant to the Army's designation of firefighting positions (both supervisory and non-supervisory) as Testing Designated Positions for mandatory random drug testing. These provisions are now incorporated into the present Negotiated Agreement.

### TERMS OF IMPLEMENTATION

**DUTY TIME:** All drug testing will be accomplished during duty hours. Testing that must be rescheduled due to a Department emergency or unexpected leave will be accomplished during duty hours. To the extent possible, advance work schedules will be provided to the Installation Biochemical Test Coordinator (IBTC) by the Fire Department.

**Testing PROCEDURES:** The IBTC will abide by the mandatory guidelines developed by the US Department of Health and Human Services (DHHS).

- DHHS chain of custody procedures for the collection, handling, and testing of urine samples will be strictly adhered to.

- individuals will provide samples in the privacy of a restroom stall, with observers remaining outside the stall.

- the IBTC may request permission of the Fire Chief to observe a collection if there is clear evidence of an attempt to tamper with the specimen, or if the specimen temperature is outside the normal range. The Director of Fire and Emergency Services, the Fire Chief, and the CPAC will discuss the request with the President of Local F-109 (if the is not the individual involved), and notify the IBTC of the decision.

- observers will be of the same gender as the specimen provider, and will be trained by the IBTC.

- observers will not be members of the Fire Department.

- in accordance with existing Army program requirements, firefighter personnel will be tested randomly on an unscheduled basis, subject to selection on any given day, and normally given a two hour advance notice to report to the testing station.

**MEDICAL REVIEW:** Medical reviews serve to ensure a correct evaluation of positive drug test results that have complied with DHHS Mandatory Guidelines, and to ensure that positive results due to prescribed medications are not interpreted as illegal drug use.

- all laboratory results must be forwarded to the Health Clinic Medical Review Officer (MRO).

- only the MRO is authorized to order a re-analysis of the original sample, which must be done at a DHHS-certified laboratory.

- the MRO is the custodian of confidential medical information and is responsible to maintain its security, and maintain the confidentiality of doctor-patient communication.



-employees are responsible for providing updated medical information to the Health Clinic so that their records will accurately reflect medication prescribed by attending physicians.

**EMPLOYEE ASSISTANCE PROGRAM:** Employees who believe they have a drug problem may, on their own initiative, seek counseling and/or referral services by contacting the EAP manager. If EAP is invoked, the following applies in cases of first-time treatment:

-no disciplinary action for prior drug use will be taken against an employee who voluntarily enrolls in the EAP, conforms to the requirements of the rehabilitation program, and refrains from using illegal drugs. However, disciplinary action may be taken for any act of misconduct.

-an enrollment which occurs after the employee is notified of a scheduled test or which occurs after a conviction of a drug-related offense will not prevent disciplinary action for drug use.

-an employee undergoing first time treatment for drug abuse as a result of EAP intervention may, at the recommendation of the EAP manager, be exempt from drug testing for a 60-day period commencing with the date of enrollment. Thereafter, the employee may be subject to unannounced follow-up testing as part of the rehabilitation program for a 12-month period.

**DISCIPLINE:** An employee who tests positive where the MRO has determined there is no medical justification for the positive result may receive a 2-pay period suspension from duty, unless the Deciding Official determines that mitigating or aggravating circumstances warrant a different action. Enrollment in a drug treatment program as part of a last-chance agreement is mandatory for continued employment. A further positive test result where no medical justification is identifiable will result in removal from Federal Service in the absence of mitigating circumstances.

**FOLLOW-UP REVIEW:** One year from the date of the original MOU, the parties will meet to evaluate the contents of this Appendix, and re-negotiate a revision if at least one of the parties so requests.