

AGREEMENT

Between

ARDEC

Picatinny Arsenal, N.J

And

Federal Uniformed

Firefighters F-169

International Association of

Firefighters

Effective: 31 October 1996

AMSTA-AR-CCL-EB

OCT 19 1995

MEMORANDUM FOR

SUBJECT: Federal Uniformed Firefighters (F-169)

1. The requested changes to the Federal Uniformed Firefighters contract by DA have been negotiated and incorporated. advised that ARDEC should proceed with execution of the contract and forward it to him. He will then attach a memo of concurrence to it and forward a copy back to us.
2. The POC for this action is

See attachment #1 for signature

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IAFF/PICATINNY ARSENAL PARTNERSHIP COMMITMENT

Pursuant to Executive Order 12871, a "Partnership" has been entered into by the International Association of Fire Fighters, Local F-169 and Picatinny Arsenal. To this end, the Parties have agreed to establish and maintain a "Labor-Management Partnership" that will open a new era where the Union, the Employer and bargaining unit employees will work together to create a workforce (Fire Protection and Fire Prevention Program) at Picatinny Arsenal that is highly motivated, multi-skilled, and technologically advanced to meet the ever changing needs of Picatinny Arsenal's Fire Department. In addition, the Parties agreed to implement this Labor-Management Partnership with a firm commitment to develop a "Quality" Labor-Management" Relationship that fosters a "Win/Win Attitude".

This Partnership will also assist in developing a quality labor-management relation between the Parties. This Partnership will provide a vehicle for allowing the parties to become full partners in identifying problems, areas of concern, changes to working conditions within the organization and to develop viable solutions to these problems.

The Parties goals and objectives are to further the Agency Mission, foster a more productive and cost effective service to Picatinny Arsenal's customers, and to enhance the living/working conditions and morale of bargaining unit employees.

PREAMBLE

Pursuant to the policies set forth in Title VII, Civil Service Reform Act, and subject to the applicable statutes, rules, regulations and directives of higher federal authority, the following constitutes an AGREEMENT by and between the United States Army Armament Research, Development and Engineering Center, Picatinny Arsenal, New Jersey hereinafter referred to as the "Employer" and Local F-169, Federal Uniformed Firefighters of the International Association of Fire Fighters, AFL-CIO-CLC, hereinafter referred to as the "Union" and jointly referred to as the Partners. The Partners agree, that whenever the masculine terms "he", "his", or "him" are used, they are meant to include both genders.

WITNESSETH

WHEREAS, the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment; and

WHEREAS, the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government; and

WHEREAS, this AGREEMENT should be interpreted in a manner consistent with the requirement of an effective and efficient Government;

SUPPORT OF COMMON GOALS

The Employer and the Union agree to support, affirmatively and positively, the following major goals common to both parties; provision for participation by employees in formulating and implementing personnel policies, and practices affecting the conditions of employment; safeguarding of employee health and safety; developing and using employee skills; promoting work attendance; improving the utilization of time and materials; promoting the principles of equal employment opportunity; improving the labor-management relationships in dealing between employees, the Union and the Employer in the conduct of public service as specified in this collective bargaining agreement.

PURPOSE

The purpose of the AGREEMENT is to define the relationship of the Employer and the Union in achieving the above stated objectives through the formulation of personnel policies, practices, and matters affecting working conditions.

NOW THEREFORE, the Parties hereto agree within the intent, spirit and meaning of P.L. 95-454, the Civil Service Reform Act of 1978, hereinafter referred to as the "ACT" or the "Statute" and Executive Order 12871.

ARTICLE 1

RECOGNITION AND COVERAGE

Section 1. The Employer recognizes the Union as the exclusive bargaining representative for all of its employees included within the bargaining unit as outlined in Section 2 below, and the Union recognizes its responsibilities of representing the interest of all such employees without discrimination and without regard to employee organization.

Section 2. The recognized bargaining unit includes, and this AGREEMENT applies to and covers all:

Members of the Firefighting Department up to and including Fire Inspectors employed by the U.S. Army Armament Research, Development and Engineering Center at Picatinny Arsenal, New Jersey 07806-5000.

Section 3. Excluded from the bargaining unit are:

- a. Management officials, supervisors and confidential employees, as defined in Title VII, CSRA.
- b. Any employee engaged in personnel work in other than a purely clerical capacity.
- c. Any employee engaged in administering the provisions of Title VII, CSRA.
- d. Any employee engaged in intelligence, counterintelligence, investigative, or security work which directly affects national security.
- e. Any employee primarily engaged in the investigation or audit functions relating to the work of individuals employed by an Agency whose duties directly affect the internal security of the Agency, but only if the functions are undertaken to ensure that the duties are discharged honestly and with integrity.

ARTICLE 2

PROVISIONS OF LAW AND REGULATIONS

Section 1. It is agreed and understood that in the administration of all matters covered by this AGREEMENT, the Employer, the Union, and unit employees are governed by existing laws (including the Statute), future laws and existing or future policies and regulations of appropriate

authorities, such as Presidential Executive Orders, Comptroller General Decisions, Office of Management and Budget Issuances, Office of Personnel Management policies and regulations set forth in the Federal Personnel Manual (FPM) and Department of Defense policies and regulations, Department of the Army regulations, and Picatinny Arsenal's policies and regulations.

Section 2. Upon request, the Employer will furnish the Union a copy of existing Picatinny Arsenal's policies and regulations, instructions and/or notices, FPMs, Fire Department SOP's and any regulation or law which involved personnel policies and/or practices and/or matters affecting working conditions of unit employees if normally maintained by the Civilian Personnel Office in the regular course of business and is reasonably available. The Union agrees to pay reasonable cost incurred in furnishing such material. The employer agrees to place the union on the distribution list to receive copies of all Picatinny Arsenal's policies and regulations pertinent to Civilian Personnel and matters affecting working conditions of bargaining unit employees.

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 interest of all employees in the unit without discrimination and without regard to labor organization membership. The Union however, does not have the duty and/or responsibility to represent bargaining unit employees that are non-members of IAFF Local F-169 in any statutory appeal procedures.

Section 2. The Union shall be given the opportunity to be represented at any formal discussion (Except for performance appraisal counseling sessions) between one or more representatives of the Employer and 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 any 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.

Section 3. The Employer agrees to recognize the duly elected and/or appointed Officers and Stewards of the Union. The Union agrees to submit to the Employer within five (5) days of the election and/or appointment, a list of officers/stewards and to update the names as changes occur.

Section 4. The Employer agrees to provide one block of official time (not to exceed a combined total of four (4) hours of official time) per week for the designated Union Officials to perform their representational duties and responsibilities. This official time is not cumulative from week to week.

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

Section 6. The Union agrees that prior to performing appropriate business described in Section 4 above, officers and stewards shall first request permission from the appropriate on-duty supervisor. Permission will normally be granted unless such absence would cause an undue interruption of work. The request for permission shall include a description of the nature of the business to be transacted, including, if appropriate, the name of the grievant and/or complainant and the approximate duration of the absence.

If the officer/steward or grievant/complainant cannot be spared at the requested time, the appropriate supervisor on duty shall inform the officer/steward of the time that permission may be granted to leave the job. In any case, the appropriate supervisor on duty shall not unreasonably deny such permission. The employee and the officer/steward will report their return to work to the appropriate supervisor on duty. The Union will maintain a complete accounting of all official time utilized and will provide the Employer a copy of their official time records.

Section 7. The conduct of representational business (not to be construed as "Official Government Business") set forth in this AGREEMENT shall normally be conducted during duty hours; however, all employees must recognize that their primary responsibility is to their Government position and shall conduct representational business with as much dispatch as possible.

Section 8. In order not to deplete available staffing at the Fire Station, Union attendance at meetings other than those held at the Fire Station normally will be limited to one (1) on-duty representative. In the periodically scheduled meetings with the Commander, the Union will be limited to one representative, normally the President. In regards to meetings with the Commander, the Union shall submit an agenda of the subjects they wish to discuss with the Commander to the Labor/Management Employee Relations Section by the requested submission date prior to all scheduled meetings.

Section 9. Administrative Leave. The Employer agrees that upon advance written request, employees who are officers may be excused without charge to leave in conjunction with attendance at training sessions on labor relations matters, provided the employee's services can be spared and such training is determined by the Employer to be of mutual concern to the Employer and the Union and the Employer's interest will be served by the employee's attendance. The Union will bear the responsibility for showing how the training will have the required benefit to the Employer. A detailed agenda with information on the material to be covered in the training session will be required in support of the request. Administrative excusal for this purpose may cover only such portions of a training session as meet the foregoing criteria. Such excusal shall not exceed a total of twelve (12) twenty-four hour shifts per leave year.

Section 10. OFFICE SPACE AND EQUIPMENT. The Employer agrees to provide space for the Union to conduct its official representational duties. This will include access to a telephone with

an outside line and access to autovon. In addition, the Employer will provide the Union with two (2) desks, two (2) file cabinets (with locks), locker, a reasonable number of chairs, a computer, printer, and access to a fax machine and the Fire Department's Copier. The Employer will provide the Union a Bulletin Board in the Fire Station for the purpose of posting Union Information as it relates to bargaining unit employees.

Section 11. The Employer agrees that officers or duly designated representatives of the Union or its national office, who are not employees of Picatinny Arsenal will be admitted to the installation upon request to the Employer by the Union assuming DA and installation security regulations are met. The Union shall first inform the Chief, Labor/Management Employee Relations section that such a visit is desired and the reasons therefore, not later than three workdays before the scheduled visit.

Section 12. The Employer agrees that as part of their orientation, all new employees hired in a position included in the Unit will be informed of the Union's exclusion recognition. The employer agrees to make all newly hired bargaining unit employees available for contact with the union during the employee's check in date. This orientation will be in person, will be brief (15-20 minutes) and will be held in the Union's Office. The employer shall notify the union of duty assignment and shift of all newly hired employees. The Union will provide the new employee with a copy of the current negotiated AGREEMENT.

Section 13. The Employer will make an area of the Fire House available to the Union for the purpose of holding regular scheduled meetings on off-duty hours. The Union agrees to inform the Employer at least one week in advance of said meeting. The Union will be responsible for leaving the building in the same condition as it was prior to the meeting.

ARTICLE 4

RIGHTS OF THE EMPLOYER

Section 1. In accordance with the Statute, nothing in this AGREEMENT shall affect the authority of the Employer-

a. To determine this mission, budget, organization, number of employees, and internal security practices of Picatinny Arsenal; and

b. In accordance with applicable laws-

(1) To hire, assign, direct, lay-off, and retain employees in the Arsenal, 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 Picatinny Arsenal's operations shall be conducted;

(3) With respect to filling positions, to make selections for appointments from-

(a) Among properly ranked and certified candidates for promotions; or

(b) Any other appropriate source; and

(4) To take whatever actions may be necessary to carry out the mission of Picatinny Arsenal during emergencies.

ARTICLE 5

RIGHTS OF THE EMPLOYEE

Section 1. Nothing in this AGREEMENT shall require an employee to become or to remain a member of the Union, or to pay money to the Union except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deductions.

Section 2. It is further agreed that the employees in the unit shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, to join and assist the Union or to refrain from such activity. The freedom of such employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union representative, including presentation of the Union's views to the Secretary of the Army, to the Congress, or to other appropriate authority, except with restraint or coercion of any employees in the exercise of these rights.

Section 3. The Union agrees to accept all eligible employees as members without discrimination as to race, color, religion, sex, or national origin.

Section 4. Bargaining Unit Employees have the right to consult or meet with Union Representative and to be represented in a grievance, disciplinary/adverse action and/or any other administrative/appeal process. The Employer agrees to authorize a reasonable amount of time to allow for such consultations/meetings during the employee's regular working hours.

Section 5. An employee has the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate officials, in accordance with applicable laws, regulations, or establish policies and to choose his own representative in a grievance or appeal action not subject to review under the negotiated grievance procedure. An employee or group of employees in the unit may be represented only by themselves or the exclusive Union in filing a grievance under the negotiated grievance procedure.

Section 6. The rights described in this article do not extend to participation in the management of an employee organization, or acting as a representative of any such organization, where such participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or the official duties of an employee.

Section 7. Seniority for bargaining unit employees is based on their service computation date (SCD). A seniority list shall be made available to the Union upon request.

ARTICLE 6

INFORMAL COMPLAINT PROCESS

Section 1. This section sets forth the procedures for processing complaints to Agencies outside Picatinny Arsenal, such as Unfair Labor Practice (ULP) Charges, OSHA Complaints, Classification Appeals, 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:

a. Should either party believe that the other party has committed an Unfair Labor Practice (ULP) and/or other action that may warrant the filing a complaint with an outside Agency, that party shall serve written notice of the alleged violation(s) upon the other party. The written notification will include a clear and concise statement of the facts constituting the alleged complain, including the time and place of the occurrence of the particular acts, alleged violation(s) of any law, rule and/or regulation and any other supporting documentation alleged to have been violated. The party so served shall have five (5) work days from the date of the informal complaint was received to investigate the matter. Upon conclusion of the investigation, the matter will be presented to the Fire Department's Partnership Council pursuant to Article 23 of the this AGREEMENT in an attempt to informally resolve the allegation(s). If the matter is not resolved by the Fire Department's Partnership Council, the charging party may proceed to file the complaint with the appropriate Agency.

(b) For purpose of this Article, service will be made to the Fire Chief or the Union President, personally or by registered mail, return receipt requested.

ARTICLE 7

MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATION

Section 1. It is agreed and understood that matters appropriate for negotiation I policies and practices and matters affecting personnel policies and practices and matters affecting general working conditions of employees in the unit. The Employer will not unilaterally change any provisions of this AGREEMENT or implement any new regulations 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. The obligation to negotiate with respect to personnel policies and practices and matters affecting working conditions does not include matters covered in Article 4, Rights of the Employer. Nothing shall preclude the Employer and the Union from negotiation-

a. On the numbers, types and grades of employees or position assigned to any organizational subdivision work project, or tour of duty, or on the technology, methods, and means of performing work;

b. Procedures which the Employer will observe in exercising any authority under this Article; or

c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this AGREEMENT 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 5 USC 7106 (Article 4). When consultation occurs, the Employer agrees to give bonafide consideration to the views that were presented by the Union when finalizing its position.

Section 4. For the purpose of the 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. Normally, the Union point of contact for the purpose of consulting and/or negotiating on any issue regarding the administration of application of this AGREEMENT shall be the duly elected President or his/her designated representative. If neither of these officials is available, the Union will insure that a duly authorized representative will be present and have full authority to perform such functions. For the Employer, the normal point of contact for implementing and administering the provision of this Agreement is the Civilian Officer or designee.

ARTICLE 8

POSITION DESCRIPTIONS AND CLASSIFICATION

Section 1. It is agreed that the Position Classification Program will be conducted within the guidelines issued and authority delegated by the Office of Personnel Management. The Employer agrees to maintain current and accurate position descriptions for all positions in the unit, in accordance with existing instructions.

Section 2. The Employer agrees that each employee will be provided a copy of his/her official position description and any amendment(s) thereto. If changes are made to the official position description, either the Fire Chief or the Assistant Fire Chief will discuss the changes with the affected employee. Prior to meeting with the affected bargaining unit employee, the employer agrees to notify the union regarding the proposed changes to bargaining unit position descriptions prior to making the changes. To the extent that nothing interfere with the Employer's right to assign work, such discussion(s) after it has been classified.

Section 3. If a unit employee believes that his/her position description does not properly describe the duties he/she is performing, he/she has the right to request, through his/her supervisor, that his/her work assignments be reviewed. If a satisfactory resolution of his/her complaint is not reached, the employee may grieve through the negotiated grievance procedure. It is understood that if the grievance goes to arbitration, the arbitrator may not classify the position.

Section 4. If a unit employee believes that the classification (title, series, or grade) of his/her position is in error, upon request, the employee will be furnished information on appeal rights and the procedures for filing an appeal. The Employer will also furnish the employee (appellant) with a copy of any forwarding letter or endorsement together with copies of all material furnished to the appellate authority. The employee may appeal through a representative designated in writing. The employee and his/her representative shall be granted a reasonable amount of time to prepare his/her appeal.

Section 5. It is agreed and understood that a position description is a written statement of the duties and responsibilities assigned by the Employer to a position which defines the kinds and range of duties an employee may expect to perform during the time he/she remains in the position. The position description is not itself an assignment of work. The phrase "other duties as assigned" in a position description shall refer to duties or assignments directly related to the employee's line of work and shall not normally exceed ten percent of the total duties and responsibilities of the position. It is understood that this does not interfere with management's right to assign work.

Section 6. CLASSIFICATION OF POSITIONS WITHIN THE BARGAINING UNIT. The Parties agree that the Fire Department Partnership Council will review the position descriptions of existing positions within the bargaining unit for the purpose of establishing a Classification Program that may allow for bargaining unit employees to be upgraded to a grade level that properly compensates that employee for the duties and responsibilities he/she is currently required to perform.

ARTICLE 9

PROMOTIONS, TEMPORARY PROMOTIONS AND DETAILS

Section 1. When merit promotion procedure are utilized for filling unit positions, the promotion policy set forth in this AGREEMENT and local Picatinny Arsenal's Instructions and other applicable laws, rules and regulations shall apply.

Section 2. Merit Promotion is the primary means for consideration of filling a vacancy. The Employer may fill positions by other methods when it deems appropriate, for example:

- a. Selection from DOD Stopper Lists.
- b. Reinstatement to the same or lower grade level than the last held permanent grade level, provided the person was involuntary separated. Persons who have been voluntarily separated will not receive priority consideration in filing a position, concurrent consideration, however, will be given.
- c. Reassignments or demotions of employees to positions with no higher potential than the currently held position.
- d. Selections from the Repromotion List at the same or lower grade level than the position from which separated.
- e. Selections from OPM Registers for entry level positions when the minimum area announcement does not result in a selection from a certificate of three (3) or more highly qualified candidates.
- f. Selection from the Veteran's Readjustment Program Register for entry level positions when the minimum area announcement does not result in a selection from a certificate of three (3) or more highly qualified candidates.
- g. Selection from the Handicapped Program for entry level positions when the minimum area announcement does not result in a selection from a certificate of three (3) or more highly qualified candidates.

h. When it is known or experience has shown that no qualified bargaining unit employees are available.

Section 3. When filing unit positions under the Merit Promotion Program, announcements will remain open for a minimum of fifteen (15) calendar days.

Section 4. The Employer agrees that all relevant fire training and experience acquired outside the confined of Picatinny Arsenal's Fire Department shall be considered when listed on applications for merit promotion.

Section 5. The Employer agrees to promptly notify all candidates of their eligibility for the promotion in which they applied. Unit employees that are candidates for promotions shall be given the following information upon request:

- a. Whether the employee was considered for promotion and, if so, whether eligible or ineligible.
- b. Whether the employee was one of those in the group from which the selection was made.
- c. Who was selected for the promotion.

d. Upon request, the employee's supervisor shall identify what areas, if any, the employee should improve to increase his/her chances for future promotions.

Section 6. It is agreed that as a reasonable condition of employment, each candidate entering the Federal Firefighters occupational series, including individuals involved in reduction-in-force actions, will be required to meet, and continue to meet, while a firefighter, the OPM and Agency (DOD/Picatinny Arsenal) physical requirements. The Employer will administer a job-related performance test in accordance with Picatinny Arsenal's regulation 420-1, Appendix H, to all personnel proposed for initial appointment or assignment through reduction-in-force procedures to those unit positions which are predominantly concerned with firefighting. The test will measure job-related agility and stamina and will be considered a minimum prerequisite for initial entry to a firefighting position. Attendance at the test administration may include a representative from the bargaining unit named by the Union. Failure by the individual to complete all minimum agility requirements will be prima facie evidence that the individual is not physically fit to hold the position.

Section 7. The Union will be informed of any Picatinny Arsenal administered job-related physical performance test given in connection with bargaining unit positions and provided the opportunity to attend as an observer.

Section 8. If an employee is dissatisfied with an earned rating received in connection with a highly qualified a position within, he/she may grieve this rating in accordance with the negotiated grievance procedure set forth in this AGREEMENT.

Section 9. The Employer agrees that details and temporary promotions to all vacant positions within the unit shall be consistent with applicable instructions, laws and regulations. The Employer agrees that the use of details and temporary promotions in relation to all vacant positions within the unit shall be consistent with the spirit of the merit system and, where practicable, details will be rotated among well qualified bargaining unit employees and temporary promotions shall normally be filled through competitive means pursuant ARDECR 690-35.

Any detail of more than 30 days or any detail expected to continue for more than 30 days shall be a personnel action and be maintained as a permanent record in the employee's official personnel folder. Such records shall be given due consideration during the evaluation of an employee for promotion. The Employer will inform employees of the reason for the detail and the nature of the detail, by providing a copy of the personnel action to the employees and answering any questions by the employee pertaining thereto.

ARTICLE 10

REDUCTION-IN-FORCE/CONTRACTING-OUT/FURLOUGHS

Section 1. The Employer agrees to notify the Union as soon as the necessity for a reduction in force (RIF) is recognized or required, the extent determined, and authorization obtained. The Employer and the Union recognize the importance of informing the employees of the basis and reasons for a reduction in force. The Employer further agrees to give the Union a reasonable amount of time to meet with a representative from the Civilian Personnel Office (CPO), to express its views and position regarding the RIF.

Section 2. All RIF actions will be carried out in strict compliance with applicable laws and regulations, and in a manner which will cause the least disruption to the installation's activities. To the extent feasible, RIF actions will be achieved through normal attrition. The Employer will make every reasonable effort to place employees who would otherwise be separated in continuing positions.

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

Section 4. Employees who have been demoted through RIF shall automatically be referred for consideration against vacancies for which they are qualified as required by published agency policies and regulations and consistent with the provisions of the Merit Promotion Program.

Section 5. It is agreed that an employee of the unit who elects to take a demotion in the unit in lieu of a RIF action must be qualified to perform satisfactorily the duties of the lower position where displacement of another employee is involved. The determination as to whether an employee can satisfactorily perform the duties of the lower position rests with the Employer.

Section 6. In the event a reduction in force is implemented, the Union will have the right to review retention registers relative to RIF actions affecting unit employees consistent with applicable laws and regulations.

Section 7. Contracting-Out Fire Protection. The Partners recognize, that pursuant to P.L. 99-661 Section 1222 modified Section 3693, Chapter 159 of 10 U.S.C, funds shall not be obligated or expended for the purpose of entering into a contract for the performance of a fire fighting functions at Picatinny Arsenal.

Section 8. Furloughs. In the event of Employer determines a furlough is required, the following procedures will apply:

a. The Union will be informed in advance of:

- (1) The reason for the furlough
- (2) The excepted length of the furlough
- (3) An estimation of the number of employees affected by the furlough.

b. All personnel actions will be accomplished in accordance with applicable laws, rules and regulations.

c. Unless the furlough results from unforeseeable circumstances, bargaining unit employees will receive at least thirty (30) days, advance written notice of the furlough, will be given at least seven (7) days to answer orally and/or in writing, and will receive a written decision prior to being furloughed.

d. An employee and the Union Representative, if designated by the employee, will be authorized official time to review supporting material, seek assistance, secure affidavits and other documentary material and prepare and make their reply.

e. RIF procedures will be used when it is anticipated the furlough will exceed thirty (30) days.

f. Fire Fighters will be furloughed forty (40) hours.

ARTICLE 11

HOURS OF WORK AND TOURS OF DUTY

Section 1. The tour of duty will be promulgated by the Employer in accordance with applicable regulations. The present work schedule (tour of duty) for Fire Fighters and Lead Firefighters is six twenty-four tours of duty in a pay period.

Section 2. The normal work schedule for Fire Fighters and Lead Firefighters shall be from 0800 to 0800, twenty-four consecutive hours of duty and shall consist of eight hours of work and sixteen (16) hours of standby (sleeping and eating) time. Normally, Fire Fighters and Lead Firefighters will secure from work to standby status at 1630 hours. For the purpose of this agreement actual work and stand-by status is defined as follows:

a. For the purpose of this agreement, a Fire Fighter and Lead Firefighter is performing actual work when they may be required to stand roll call, alarm room duties, inspecting and maintaining fire apparatus and fire suppression devices located throughout the activity, inspecting buildings and areas, giving and receiving job related training, being present at meetings and formal gatherings, being present at "hot work" and other types of operations where the danger of fire or other related emergencies is present, preparing and maintaining reports and other times, suppressing fires and conducting operations connected therewith, housekeeping, physical fitness, preparing for and standing inspections, monitoring the work of others, and performing other job related duties assigned by the Employer.

b. For the purpose of this agreement, an employee is in "Stand-By" status only at times when he/she is not required to perform actual work as described in section 2a and is free to eat, sleep, read, listen to radio, or engage in other similar pursuits. The Employer agrees to guard against scheduling "actual and/or make work" during the employees stand-by/sleep period.

c. If the Employer has the need to schedule "actual work" as described in section 2a at times other than the "core work hours", the Employer will ensure that equal amounts of stand-by time will be permitted during designated hours of work.

Section 3. The normal work schedule for Fire Inspectors shall consist of eighty (80) hours of duty per pay period. This shall consist of ten (10) eight (8) hour shifts, excluding weekends.

Section 4. The Employer agrees that when changes in established work periods and tours of duty affecting unit employees becomes necessary, the Employer will consult and/or negotiate the impact and implementation of such proposed changes.

Section 5. TRADING OF TIME. It is understood and mutually agreed to by the parties that the common practice of "Trading of Time" between Bargaining Unit Employees to substitute for one another on regularly scheduled tours of duty (or some part thereof) in order to permit an employee to be absent from work to attend to purely personal pursuits will be permitted pursuant to the Fire Department's Internal Operating Procedure.

Section 6. Early Relief. The Employer agrees to support the practice of early relief wherein bargaining unit employees may relieve another employee on the previous shift or tour of duty prior to the scheduled starting time. Such early relief may occur pursuant to employee agreement whether expressed or implied. This practice will not have the effect of increasing or decreasing the number of

compensable hours of work, over a period of time, where it is voluntary on the part of the bargaining unit employees. The following guides are applicable to this practice:

a. Employees reporting in on Early Relief will be required to report to the immediate supervisor on duty with the employee being relieved.

b. Early Relief is limited to one (1) hour or less and need not be recorded. Early Relief requires supervisory approval. The supervisor will not withhold the approval arbitrarily.

Section 7. EXCHANGING/EXCHANIG TOURS OF DUTY

a. **Employer Changes to Established Work Schedules.** The Employer retains the right to change Kelly Day's and/or transfer bargaining unit employee between shifts to meet mission requirements. When it is necessary to adjust Kelly Day's and/or transfer bargaining unit employee(s), the Employer shall make every effort to satisfy these requirements through qualified volunteers. When no volunteers are available, seniority will be the first deciding factor.

The Employer agrees to notify bargaining unit employees of changes in workdays and/or shift hours as far in advance as practical, normally three work shifts prior to the change.

b. **Employee Requests for Transfer.** The Employer agrees to accept written requests from bargaining unit employees for lateral transfer between shifts within the Fire Department. In such cases, the following procedures shall apply:

(1) A bargaining unit employee desiring to transfer may submit a written request addressed to the Fire Chief via the appropriate chain of command.

(2) Two bargaining unit employees of equal grade who are serving in the same position description may request an exchange of duty shifts. Such requests shall be signed by both employees and submitted via the appropriate chain of command to the Fire Chief. The request will be promptly forwarded via the chain of command to the Fire Chief with a recommendation for approval or disapproval.

(3) The Employer agrees to give good faith consideration to requests for transfer submitted under this Article.

(4) Normally, all bargaining unit employees will be given one full pay period notice before being transferred.

c. **Trading of Kelly Day's.** Employees assigned to the same platoon may exchange up to a regularly scheduled 24-hour tour of duty for up to a regularly scheduled day off (Kelly Day), within a pay period, upon submission of a written request and with the approval of the appropriate on-duty supervisor. Exchanges must be made by mutual agreement between the employees concerned. Such exchanges shall not result in either working more or less than his/her total scheduled duty hours during a leave year or create a situation in which one or both employees would be entitled to additional compensation of any kind.

ARTICLE 12
LEAVE PROVISIONS

Section 1. ANNUAL LEAVE PROVISIONS. It is understood that the knowledge, skills and abilities of the employee and the needs of the fire service shall be considered by the appropriate supervisor when making a determination that an employee's services can be spared in connection with a request for annual leave. Unit employees shall accrue annual leave in accordance with 5 U.S.C 6303.

a. The Employer agrees to schedule leave throughout leave year in an effort to avoid forfeiture.

b. **Vacation Annual Leave.** Unit employees will be given the opportunity to schedule annual leave for vacation purposes quarterly. Normally, not more than two (2) employees from each platoon will be scheduled for annual leave simultaneously, unless staffing permits.

c. **Holiday Annual Leave.** Consistent with workload requirements, the Employer agrees that annual leave on Holidays, including but not limited to Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day and the 4th of July shall be generous as practicable.

d. Any employee whose services are not required by the Employer on any established holiday may be excused from duty for that day without charge to leave, and those excused shall be paid pursuant to appropriate regulations. Administration of this shall be in accordance with Fire Department's internal operating procedures.

e. **Emergency Annual Leave.** Every bargaining unit employee is responsible for maintaining regular attendance and for ensuring that the employer is informed of any absence from each scheduled shift. When an emergency (a sudden or unforeseen situation that requires immediate action) necessitates an employee's absence which could not be approved in advance the employee shall notify the on-duty Supervisor, prior to the start of their shift. If the absence extends beyond one workday, the employee shall keep the on-duty supervisor informed of the situation and probable date of return to work. The Employer will maintain a liberal leave policy in cases of death in an employee's immediate family and shall grant annual leave, advance annual or leave without pay in accordance with applicable regulations.

f. Normally, requests for annual leave for other than the vacation leave periods covered by Section 1c of this Article shall be submitted as soon as practicable prior to the beginning of the employee's scheduled work shift. Such leave will be scheduled on a first come first serve basis, however, if multiple requests are received simultaneously, the employee having the greatest SCD will receive preference.

Section 2. SICK LEAVE PROVISIONS. Unit employees shall accrue and be granted sick leave in accordance with applicable laws and regulations. Employees of the unit who are unable to report for work because of an incapacitating illness or injury shall notify by telephone, the appropriate on-duty supervisor in the

station prior to the start of their scheduled tour of duty. In cases of persisting illness or incapacitation, employees have an obligation to keep their supervisors informed on a current basis of their expected return to duty.

a. Unit employees shall be required to furnish a medical certificate to substantiate a request for approval of sick leave when sick leave exceeds three consecutive work shifts. In lieu of a medical certificate, the bargaining unit employee's signed statement explaining the nature of the illness or injury may be accepted when it is unreasonable to require a medical certificate.

b. In accordance with applicable rules and regulations, sick leave may be advanced to an employee in case of serious illness or disability. The parties agree, that for the purpose of this section, Drug abuse and Alcoholism will be considered and treated as illness(s) and the Employer may grant Advance Sick Leave for rehabilitation purposes.

c. Unit employees have the right to use sick leave for medical, dental, optical, or similar examinations or treatments, when appointments for such examinations or treatments cannot be arranged outside their work hours. (Employees will make every effort to schedule non-emergency medical, dental and optical examinations and treatments outside the normal duty hours). Normally, the period of sick leave covered for these purposes will include time spent traveling to/from the appointment and time spent in examination and/or treatment.

d. The Employer agrees that when a unit employee becomes seriously ill or is seriously injured while on duty, the employee's next of kin will be notified as soon as practicable. The Employer agrees to provide transportation to the proper medical facilities when a unit employee becomes seriously ill or injured.

e. In cases of sudden illness or other medical emergency incurred during duty hours, employees may be either released from duty on sick leave, annual leave and/or leave without pay. When appropriate or when abuse is suspected, the employee may be referred to the Health Clinic which shall determine whether the employee is incapacitated for the duty hours remaining in that scheduled workday. If the employee elects not to be examined by the Health Clinic, the employee may take sick leave, annual leave, or leave without pay for medical treatment and must provide the Employer with a medical certificate.

f. Employee Counseling. The Employer and the Union recognize "alcoholism and drug abuse" as treatable illness(s). Furthermore, both parties are committed to aiding employees who request assistance in obtaining counseling services for these and other health problems which have an adverse effect on job performance. The Employer will offer assistance with applicable instructions. Appropriate leave may be granted for the purpose of treatment or rehabilitation as with any other illness.

Section 3. Requests for absence or leave pertaining to matters not covered by the AGREEMENT will be considered and approved in accordance with applicable laws or regulations. Examples of such matters

are court leave, jury duty, leave without pay, excused absences, military leave, family leave, compensatory time, and religious compensatory time.

ARTICLE 13 FIRE DEPARTMENT OVERTIME PROCEDURES

Section 1. The Employer and the Union recognize the importance of maintaining adequate fire protection and that, from time to time, bargaining unit employees will be required to work overtime. Overtime is work performed by employees in the unit in excess of 23 hours per day or 72 hours within the administrative workweek. The Employer shall first determine the numbers, job categories, and skills required to meet its overtime assignments and the employees who meet these requirements. Assignments to overtime will be distributed as equitably as practicable pursuant to the provisions listed below. Unit employees will be paid for all overtime in a duty status pursuant to applicable laws, rules and regulations.

Section 2. The Employer will provide as much advance notification as is possible under the circumstances when employees are required to work overtime. Employer requests for overtime work will be made first on a volunteer basis in accordance with section 1 and the overtime priority list established. Employees shall have an equal opportunity to volunteer for the overtime work. However, when volunteers are not available, the Employer retains the right to direct employees to perform overtime work.

Section 3. The Employer and the Union will develop an Internal Operating Procedure (IOP) regarding the working of the priority lists for volunteer and forced overtime.

Section 4. The Employer agrees that records of overtime worked or refused will be maintained by the Employer and that such records will be made available for review by the Union upon request.

Section 5. An employee shall be neither compelled nor permitted to work overtime without compensation. When it is necessary for employees to return to work outside of their standard work hours to perform unscheduled overtime work of less than two (2) hours duration, they shall be compensated for a minimum of two (2) hours of overtime. When an employee is notified to report back to work at a specific time, the Employer agrees to allow unit employees to utilize the "800" telephone number to notify the Employer to confirm the overtime assignment.

Section 6. Regular overtime is defined as authorized overtime which is scheduled in advance for specific periods on stated dates and which will recur over an extended period. Normally, such situation will not extend beyond 24 hours in an administrative workweek and all employees will be paid for such overtime.

Section 7. The Partners agree that when overtime is required to cover a 24-hour period, the 24-hour period may be divided into two 12-hour shifts provided both employees are of the same qualifications to meet the overtime requirement. If an employee accepts to work overtime, for either a 12 hour period or the full 24 hour period or any amount of overtime required by the Employer, his/her name will then go to the bottom of the list. Normally, employees starting their Kelly day or approved schedule leave, will not be required to work overtime unless he/she wishes to work or the Employer deems it necessary. The Employer will, upon request, relieve an employee from an overtime assignment where such assignment would result in an unreasonable inconvenience (such as death in the family, doctor's appointment, etc) to the affected employee and where another employee is qualified and willing to work. If the employee that is required to work the overtime gets a replacement, then the employee's name will move to the bottom of the list as if he/she had worked the overtime.

Section 8. In accordance with applicable rules and regulations, unit employees will not be required to earn compensatory time in lieu of overtime. Upon the written request of the employee, equal amounts of compensatory time will be authorized in lieu of overtime pay.

Section 9. During unscheduled overtime assignments exceeding two hours of the work shift and when food is unavailable at the work location, the Employer agrees to make arrangements to allow the employee to pick-up food utilizing a government vehicle. In addition, these employees will be granted an opportunity to call their families at no expense to the employee.

ARTICLE 14

DISCIPLINARY AND ADVERSE ACTIONS

Section 1. The Employer and the Union agree that the purpose of disciplinary or adverse action(s) are designed to correct the offending actions of the employee and maintain discipline and morale among other bargaining unit employees. The Employer agrees that disciplinary and adverse actions will be in accordance with AR 690-700 and should have a constructive effect and that the penalty should fit the offense. In addition, the Employer will make every effort to ensure that like penalties will be imposed for like offenses, while also considering any aggravating and/or mitigating factors attendant to the circumstances of the individual case.

Section 2. Counseling and/or oral reprimands are the first step in constructive discipline. Normally, the Employer shall consider administering these preliminary methods when minor infractions of established policies and/or procedures have occurred. These counselings and oral reprimands shall be recorded on the employee's standard form 7-B (Record Card). Memorandums for record should be prepared concerning these counselings and oral reprimands and attach to the employee's 7-B Card. A copy of these memorandums will be provided to the affected employee. In the event of an adverse comment is made on the 7-B Card or memorandum for record, the employee will be asked to initial the entry on the 7-B Card.

Section 3. For the purpose of this AGREEMENT, the term “Disciplinary Actions” includes memorandums of reprimand and suspensions of not more than fourteen calendar days and are grievable under the negotiated grievance procedure and cannot be appealed to the Merit Systems Protection Board.

Section 4. Adverse actions covered by this Article are removals, suspensions of more than 14 calendar days or more, 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 15, or can be appealed through the Merit Systems Protection Board but not both.

Section 5. 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 may 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 disciplinary action is being contemplated, the employee may have a Union representative if he/she so desired.
- c. On 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 6. Disciplinary and adverse actions shall be initiated and effected in accordance with the provisions of this AGREEMENT and applicable laws and regulations.

Section 7. Any employee against whom a disciplinary action is proposed shall be notified in writing, in duplicate, 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 8. Disciplinary and Adverse Action 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/her designated representative will offer their written and/or oral reply to the disciplinary official within ten (10) calendar days.

Section 9. The employee and the Union may exercise their right to grieve disciplinary action under provisions of this agreement, starting with the deciding official that took the action. The employee and his/her Union Representative are entitled to a reasonable amount of official time to prepare and present the grievance.

Section 10. The Employer, at the request of the employee will furnish all documents and any other supporting material which the Employer relied upon to support their disciplinary action, in accordance with applicable laws, rules and regulations.

Section 11. The Employer agrees that prior to the taking a verbal or written statement from an employee or when an employee is going to be questioned on matters which may lead to a disciplinary action, 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) designate the Union, a reasonable amount of time will be allowed for the Union Representative to become available).

Section 12. The Parties agree that an "Alternate Discipline Program" will be available for the Employer to utilize when appropriate. The Employer may substitute letters of reprimand in lieu of progressive suspensions (i.e., letters of reprimand in lieu of one-day suspensions, letters of reprimand in lieu of three-day suspensions, etc.) The letters of reprimand, for determining past disciplinary records and appropriate penalties would have the same weight and effect as the suspensions.

Section 13. 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 may 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 actions in order to give an employee a last chance to demonstrate successful rehabilitation.

ARTICLE 15

NEGOTIATED GRIEVANCE/ARBITRATION PROCEDURE(S)

Section 1. The Employer and the Union recognize the important of a fair and early resolution of disputes and disagreements in the workplace. This Article provides an orderly and the sole procedure for the processing of Bargaining Unit Employee(s), Union, and Employer grievances and only applies to bargaining unit positions.

Section 2. For the purpose of this Agreement, a grievance means any complaint:

- a. By a bargaining unit employee concerning any matter relating to the employment of the employee; or
- b. By the Union concerning any matter relating to the employment of any bargaining unit employee; or
- c. By any bargaining unit employee, the Union, or the Employer concerning:
 - (1) The effect or interpretation, or the claim of breach, of this Collective Bargaining Agreement; or
 - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 3. The following matters are "excluded" from the negotiated grievance procedure;

- a. Any claimed violation relating to prohibited political activities.
- b. Retirement, Life Insurance, or Health Insurance.
- c. A suspension or removal for National Security reasons under 5 U.S.C Section 7532.
- d. Any examination, certification, or appointment.

- e. The Classification of any position which does not result in the Reduction in Grade or Pay of the Employee
- f. Actions to separate employee(s) during their probationary period.
- g. Termination of Temporary or Excepted Appointments
- h. Termination of Promotions.
- i. Determination of Employee Qualifications.
- j. Adoption or non-adoption of a suggestion.
- k. Approval or disapproval of an award.
- l. Employee complaints relating to Trading of Time.
- m. Allegations of Discrimination.
- o. A preliminary proposed warning notice of an action that, if affected would be covered under the grievance procedure or excluded from coverage.
- p. Nonselection from a properly constituted referral list or certified list of candidates or a failure to receive a noncompetitive promotion.
- q. The content of the employee's performance standards and/or objectives.

Section 4. Any employee or group of employees in the unit represented by the exclusive representative has the right to present and process grievances under this procedure without representation of the Union, provided the Union is given the opportunity to be present during the formal grievance resolution proceedings and receive a copy of the formal response.

Section 5. In the event either Partner questions whether or not a grievance is on a matter subject to this negotiated grievance procedure or is subject to arbitration under this agreement, the grievability/arbitrability question will be submitted to arbitration as a threshold question only. If the matter is held to be subject to the negotiated grievance/arbitration procedure(s), the substantive issues will be heard at an appropriate subsequent hearing. However, the Partners may bilaterally agree to process the threshold grievability/arbitrability question together with the substantive issues raised in the grievance at one arbitration hearing. The Partners will attempt to raise questions of grievability/arbitrability as early as possible.

Section 6. If two or more employees request Union representation in pursuing substantially identical grievances under this grievance procedure, the Union will select one (1) grievant and one (1) representative to pursue the grievance, provide a list of other grievances concurrent with the initiation of Step 1 of the grievance procedure and be bound in all cases by the outcome of the grievance selected. Normally, not more than one Union representative will be allowed to represent an employee or group of employees at any given meeting during the pursuit of a grievance or complaint.

Section 7. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Partners agree that every effort will be made by the Employer, the Employee(s) and the Union to settle grievances at the lowest level possible. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any

work situation, the filing of grievance shall not be construed as reflected unfavorably on an employee's good standing, his performance or his loyalty or desirability to the organization.

Similarly, the occurrence of grievances will not be construed as reflecting on the quality of supervision or on the general management of the organization. Grievances must be presented within twenty (21) days after receipt of the notice of action, occurrence of the incident or knowledge of the incident (whichever occurs first). Beginning at Step 2 of the grievance procedure, the grievance must be in writing and as a minimum, the written grievance will contain:

- a. The grievant(s) name, duty assignment and work telephone number.
- b. The specific nature of the grievance, including the identification of any provision(s) of this Labor-Agreement alleged to have been violated, if known, the provision(s) of any law, rule, and/or regulation affecting conditions of employment alleged to have been violated.
- c. The actual date of the alleged action or omission of the other party.
- d. The names of the management officials to whom the grievance has been presented for resolution.
- e. The remedial action desired.
- f. The name, address and telephone number of the designated representative.

Step 1. In an effort to resolve grievances arising from misunderstandings or dissatisfactions, the grievance should be taken up orally by the concerned employee and the immediate supervisor/Assistant Chief in an attempt to resolve the matter at the lowest possible level. The employee may request Union representation at the informal attempt to resolve the grievance. The Assistant Chief will consult with the Fire Chief when possible and will respond orally to the employee's grievance within seven (7) calendar days. The Employer and the Union may request CPO assistance in resolving grievance at this level upon mutual agreement of the Parties.

Step 2. If the matter is not satisfactorily resolved following the informal resolution, efforts, the employee and the Union representative, if requested, may within seven (7) calendar days after the first step decision, submit the grievance to the second level (Director, PSE or his designee) with a copy sent to CPO and the Fire Chief.

The Director, PSE or his designee shall meet with the grievant(s) and the Union representative within fourteen calendar days after receipt of the written grievance. The Director PSE or his designee shall provide his written decision within twenty-one (21) calendar days after the meeting.

Step 3. If the grievance is not settled up at Step 2, the Union representative or employee may within seven (7) calendar days after receipt of the Step 2 decision, forward the grievance to the Commander for further consideration. The Union will provide a copy of that correspondence to L/MER Section, CPO and the Director PSE. The Commander or his designee shall review the grievance and provide a written decision to the employee at the Union within twenty-one (21) calendar days after receipt of the grievance.

Section 8. In accordance with the statute, a reasonable amount of Official Time shall be granted for recognized Union Representatives to meet with Bargaining Unit Employees for the purpose of preparing

and presenting employee grievances. Preparation time shall be limited to the minimum time considered necessary and reasonable to adequately prepare and present the grievance.

Section 9. Grievances between the Union and the Employer shall be processed in the following manner:

a. **Union Grievances.** The Union may initiate a grievance by submitting it in writing to the Fire Chief. The Union President or designee will meet with the Fire Chief or designee within ten (10) calendar days of the written submission, and the Fire Chief will render a written decision within ten (10) calendar days after such meeting. If the decision is unacceptable, the matter may be submitted to Arbitration in accordance with Section 16 of this Article.

b. **Employer Grievances.** The Employer may initiate a grievance by submitting it in writing to the Union President. The Representative of the Employer and the Union President or designee will meet within ten (10) calendar days of the written submission, and the Union President will render a written decision within ten (10) calendar days after such meeting. If the decision is unacceptable, the matter may be submitted to Arbitration in accordance with Section 16 of this Article.

Section 10. If a satisfactory settlement is reached at any step of the formal grievance procedure, a short of arbitration, the decision will be put in writing, stating the issue involved, the conclusions reached and the settlement agreed upon. The written decision will be prepared and signed by the principal Employer representative. The party or employee initiating the grievance will sign a statement that the grievance has been resolved to their satisfaction. The agreed upon settlement is binding on all partners provided it does not conflict with applicable laws, rules, regulations and the provisions of this AGREEMENT.

Section 11. Failure of the Employer or the Union to answer grievances within the time limits specified herein, will permit the grievance to be referred to the next succeeding step of the procedure as though the time limits had been complied with. Extensions of time may be granted by mutual consent evidenced in writing. A grievance shall be considered settled on the basis of the last decision rendered if neither the grievant, the Union or the Employer takes action within the prescribed time limits for each step. The Employer and the Union may mutually agree in writing to waive any step in this procedure.

Section 12. ACCESS TO OFFICIAL RECORDS/REGULATIONS

a. The Employer will upon a written request, promptly furnish to the Grievant or designated representative information from the grievant's official personnel records which is shown to have a direct bearing on a formal grievance filed under this procedure. However, the release of any such information will be subject to Agency regulations and requirements relating to National Security and for safeguarding of classified material, and the provisions of the Privacy and Freedom of Information Act(s) as they pertain to protecting personnel records. In addition, the grievant or designated representative will be provided access to, and where practical, extracts and copies of all relevant personnel regulations and official directives relating to the subject of the grievance.

b. The Union will upon written request promptly furnish to the Employer such information to include copies of Union correspondence and official records which have direct bearing on the processing of a grievance initiated by the Employer.

c. The Partners agree that such requests for records and information will be limited to that information necessary to process a formal grievance and that such requests be submitted in a timely manner prior to formalizing a grievance. The Employer and the Union will be given a reasonable amount of time to produce such records without penalty to the negotiated time frames for processing a grievance.

Section 13. Grievance Mediation

a. When either Party has invoked arbitration, the Parties may mutually agree to request that the Parties participate in "Grievance Mediation". If mediation is requested, the Parties will jointly request the FMCS to participate.

b. In mediation, the Parties shall be represented by a negotiation committee and relevant persons, but such representatives shall not exceed four (4) for either party.

c. The Parties agree to use the guidelines for grievance mediation established by FMCS.

d. If the Parties voluntarily reach agreement/settlement, 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 10 calendar days, the grievance will be set for binding arbitration pursuant to Section 16 of this Article.

Section 14 ARBITRATION PROCEDURE.

a. In the event the Employer and the Union fail to satisfactorily settle any grievance under section(s) 7 and 10 of this Article, then such grievance, upon written notice by the party desiring arbitration, shall be referred to arbitration. If it is the Union that desires arbitration, then the written notice invoking arbitration must be submitted to the Civilian Personnel Office (CPO) Director within seven calendar days from receipt of the decision in section(s) 7, Step 3 and 10 Article. Or within fourteen calendar days from the conclusion of any meeting in these Steps or Sections if the deciding official fails to issue a written decision. If it is the Employer that desires arbitration, then the written notice invoking arbitration must be submitted to the Union within seven calendar days from receipt of the Union's decision in accordance with Section 10 of this Article or within fourteen calendar days from the conclusion of the discussion in Section 10 of this Article, if the Union does not submit a written decision.

b. In the event arbitration is invoked, the Federal Mediation and Conciliation Service (FMCS) shall be requested to submit a list of seven (7) impartial persons qualified to act as arbitrators. The Partners shall meet within five (5) calendar days after receipt of such list. If they cannot agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list and will repeat this procedure until one name is remaining. The remaining name shall be the arbitrator selected. If the Partners both agree, the American Arbitration Association shall be used as a source of arbitrators in lieu of FMCS.

c. In the event either partner refuses to participate in the selection of an arbitrator, the other partner may make the selection.

d. The arbitrator's fee and expenses, if any, shall be borne equally by the Employer and Union. Arbitration under this Article will be conducted without a verbatim transcript.

e. ARBITRATOR'S AUTHORITY. The arbitrator shall have the authority to interpret this AGREEMENT as necessary to render a decision as set forth in this procedure. However, the arbitrator must apply the authoritative interpretations of the AGREEMENT, of published Agency policies or regulations, provisions of law, or regulations of appropriate authorities outside the Agency. In addition, the arbitrator shall have no authority to add to or modify any terms of this AGREEMENT or published Agency policy, rule or regulation. In all cases where arbitration is invoked, the arbitrator conducting the hearing shall be bound by the provisions of this AGREEMENT, Title 5 U.S.C. Chapter 71, and applicable precedent decisions.

f. The arbitration hearing shall be held at the facility normally during the regular day shift hours of the basic workweek. The grievant, not more than two Union representatives, and witnesses who have knowledge of the circumstances and factors bearing on the case, if employees of the facility and otherwise in a duty status, shall be excused from duty to participate in the arbitration proceedings without loss of pay or charge to annual leave. The Union agrees to provide the L/MER section a list of all prospective witnesses at least five (5) calendar days prior to the hearing date, with a general description of the nature of each witness's testimony.

g. The arbitrator is expected to render a decision as quickly as possible, but in no case later than thirty (30) calendar days after the conclusion of the hearing (if no post hearing briefs are filed) or after the case record is closed (if post hearing briefs are filed) unless the Partners agree to extend the time limit. The arbitrator will date, notarize, and mail the award on the same date and provide copies to both Partners. In addition, the arbitrator will provide a copy of the award to:

Headquarters DA
Commander
Headquarters, DA
ATTN: DAPE-CPL
Rooms 2C655, The Pentagon
Washington, DC 20310

Headquarters AMC
Commander
Headquarters U.S AMC
ATTN: AMCPE-CE-L (Hochhalter)
5001 Eisenhower Ave
Alexandria, VA 22333-0001

Headquarters TACOM
Commander
Headquarters U.S. TACOM
ATTN: AMSTR-RM-PR (Ms. Gilmore)
Warren, MI 43897-5000

h. The arbitrator's award will be binding on both parties, except that either party may file exceptions to an arbitrator's award with the Federal Labor Relations Authority, under regulations prescribed by the Federal Labor Relations Authority.

ARTICLE 16 SAFETY AND OCCUPATIONAL HEALTH

Section 1. The Employer will assure that safe and healthful working and living conditions are provided for bargaining unit employees that are consistent with the provisions of applicable laws and regulations. To this end, the Employer agrees that Picatinny Arsenal's Fire Protection and Fire Prevention Program will comply with DOD/Army Directives, NFPA Standards and OSHA Regulations whichever is more stringent. The Union agrees to cooperate with the Employer by encouraging employees to work in a safe manner and wear protective equipment prescribed by the Employer and to report observed safety and health hazards to the Employer in accordance with applicable procedures.

Section 2. The Union recognizes that it is the responsibility of each unit employee to observe safe work practices. Therefore, the Union agrees to promote the maintaining of an effective and continuous accident prevention program by ensuring unit employee obey all safety and health rules and to work in a safe manner. In employee or others, that employee should make a report indicating such conditions to his/her immediate supervisor for action. The Employer shall take prompt action to ascertain the facts upon receiving the report from the bargaining unit employee. Furthermore, should there be a degree of authenticity to the report, appropriate action will be taken to abate the unsafe/unhealthy condition.

Section 3. The Employer agrees to staff and operate all required Fire Apparatus pursuant to the provisions of higher authority law, rule and regulation. The Employer agrees, that any deviation to the minimum staffing requirements established by the Department of Defense (DOD) and the Department of the Army will only be accomplished after a waiver has been granted by the Secretary of the Army and/or his/her designated representative. The Employer further agrees to notify the Union in writing of their desire to reduce the staffing levels below the minimum requirements. The Union will be provided copies of all requests for waivers initiated by the Employer in addition to any approved waivers granted by the Secretary of the Army upon request. To this end, the Employer agrees to staff all required apparatus with four firefighters.

Section 4. Protective clothing furnished to unit employees will be in accordance with the requirements of 29 C.F.R 1910.156 and NFPA Standards 1500 (latest revision). Employee shall be responsible for the condition of items furnished and the return of such items as required by the Employer. Equipment utilized by unit employees will also be in accordance with the requirements of 29 C.F R. 1910.156 and NFPA Standards 1500 (latest revision). The Employer agrees to replace protective clothing and equipment, when worn out. This equipment includes, but is not limited to, Fire Fighters' protective clothing, SCBA masks, pass devices, sunglasses, prescription safety/sun glasses, and inserts for SCBA masks, eye protection, hearing protection and nomex hoods. Additional equipment will be provided as

needed. Bargaining Unit Employees will not be required to share any part of his/her turnouts and/or protective equipment with another employee.

Section 5. The Employer shall provide for the inspection and testing of the structural integrity and safety of the following equipment utilized by the fire service at Picatinny Arsenal in accordance with governing regulations that includes but is not limited to:

- a. Aerial ladder
- b. Fire hoses
- c. Safety belts
- d. Ground ladders
- e. Rescue ropes
- f. Self-contained breathing apparatus
- g. Personal protective clothing and equipment

The results of these tests will be made available to the Union upon request. The Employer agrees to take prompt and appropriate action when an unsafe condition involving apparatus and/or equipment is reported to or observed by the Employer. Repairs will be accomplished by qualified personnel. New and replaced equipment will meet applicable standards. The Employer agrees that all emergency motorized firefighting apparatus and equipment will receive top priority for maintenance, to insure that this apparatus and equipment will be in safe operating condition as outlined in the applicable technical manuals for said apparatus and equipment. The Employer further agrees, that any piece of apparatus and/or equipment not in safe operating condition will be deadlined until such time as the deficiencies are properly corrected.

Section 6. The Employer shall provide required training on safety and industrial health matters relating to the work environment; this includes the use and proper maintenance of protective clothing, devices and equipment. Extreme weather conditions will be considered when scheduling drills/training.

Section 7. The Employer shall conduct an industrial health (Medical surveillance) program to assist all employees to maintain optimum health on the job. Unit employees shall be given medical and physical evaluations with emphasis on Cardiac and Respiratory Disease in accordance with existing standards for the Fire Fighter occupation. The physical examination is to include EKG, Chest X-Ray (per standards), Pulmonary Function, Urinalysis and Blood Work along with all other required medical exams to ensure the employees is in good physical condition. Employees shall cooperate with the Employer in the implementation of the Picatinny Arsenal's health programs.

The Employer agrees, that after the initial medical physical by the Employer upon being hired, bargaining unit employees (at their own expense and on their own time) have the option of taking their yearly physical by personal physician or Picatinny Arsenal's Medical Personnel. The employee must bring in results of the physical to the Arsenal's Medical Department thirty (30) days prior to their required yearly physical. All Physical Examination results will be annotated on the appropriate Department of the Army's forms.

In addition, the employer agrees, that all bargaining unit employees will be inoculated for all communicable diseases, pursuant to existing laws, rules and regulations.

Section 8. The Employer agrees, that employees subjected to infectious diseases, hazardous substances, toxic fumes, epoxy paint, radiation, etc., shall be given an appropriate physical evaluation as soon as practicable after the exposure. The employer will maintain an up-to-date Hazardous Materials Exposure Record for all bargaining unit employees. The employer agrees to provide the union a copy of this record upon request. The Employer further agrees to notify the Union, in a timely manner of all recordable motor vehicle accidents and/or fire/medical emergencies which occur within the bargaining unit.

Section 9. The Employer will welcome suggestions from the Union and unit employees which offer practical and economically feasible ways of improving safety conditions in the Fire Department.

Section 10. The Employer agrees to establish a Fire Department Safety Committee for the purpose of addressing Fire Department Safety issues and implementing the NFPA Standards into the Arsenal's Fire Protection/Fire Prevention Program. This committee will be comprised of an equal number of representatives from the Fire Department Management and the Bargaining Unit. The committee will meet as often as needed to fully implement those portions of the NFPA Standards that are within their authority to address. The committee will make all recommendations to the Fire Chief for his approval and incorporation into the appropriate Fire Department Standard Operating Procedures.

Section 11. With the ongoing concern toward the spread of infectious diseases, the Employer agrees to provide, for the protection of bargaining unit employees, disposable gloves, micro-shields, rubber apron, and adequate eyewash for response at any type of medical emergencies where the handling of the victim may cause for concern.

Section 12. Rehabilitation During Emergency Operations. The Employer shall maintain an awareness of the condition of bargaining unit members operating within their span of control during an emergency and ensure that adequate steps are taken to provide for their safety and health. The command structure shall be utilized to request relief and reassignment of fatigued crews. The incident commander shall consider the circumstances of each incident/hazardous stand-by and make suitable provisions for rest and rehabilitation of bargaining unit employees operating at the scene. These considerations will include medical evaluation and treatment, food and fluid replenishment, and relief from extreme climatic conditions, according to the circumstances of the incident/hazardous stand-by.

Section 13. The Employer agrees to provide emergency medical and ambulance services at all working fires and any other health of life threatening situation/emergency involving unit employees.

Section 14. An employee who is taking medication (prescription or non-prescription) that may affect his/her performance as a firefighter, will inform the shift supervisor of this fact prior to the beginning of their scheduled work shift.

ARTICLE 17
STATION UNIFORMS FOR FIRE FIGHTERS

Section 1. This Article sets forth the terms and conditions of providing, maintain, and the wearing of the Station Uniform and Protective Footwear for Bargaining Unit Employees. The requirements and conditions for the Station Uniform for Bargaining Unit Employees will be in accordance with the provisions of AR 670-10, NFPA Standards and this Article which provides the best protection possible for the Fire Fighters employed at the Picatinny Arsenal's Fire Department. There will be no changes in the prescribed Station Uniform without prior consultation and/or negotiations with the Union.

Section 2. UNIFORM ALLOWANCE. Bargaining Unit Employees will be provided an initial and replacement Uniform Allowance (the maximum amount allowable) in accordance with applicable laws, rules and regulations.

Section 3. Prescribed (Standard) Uniform. The uniform for bargaining unit employees shall consist of jacket, trousers, shirt, cap.

a. Accessories. The Employer agrees to provide the accessories for the station uniform that will consist of HAT Badge, Breast Badge, Collar Device, Name Tag, Emblems and Fire Department Shoulder Patches.

b. Optional/Abbreviate Uniform. Unit Employee's while in/out of the Fire Station performing work related functions will be allowed to wear navy blue tee/sweat/golf/job shirts which may express Picatinny Arsenal Fire Service related logo that will be color coordinated to the fire service uniform. Unit Employees may wear a baseball cap with the Picatinny Arsenal Fire Service related logo on it in lieu of the Belly Cap while working on all routine details inside and/or outside for the Fire Station. Such alternate clothing will be at the expense of the employee, unless required by a mandatory physical fitness program.

After normal duty hours, bargaining unit employee will be permitted to wear Navy Blue PT attire hat may express a Picatinny Arsenal Fire Service related logo in and around the Fire Station.

c. Bargaining Unit Employees will be allowed to wear the highest level of Fire Protection Certification on the right sleeve. Example EMT Firefighter III, Haz-Mat etc.

Section 4. Standards of Appearance. When wearing the uniform, Bargaining Unit employees will at all times present a neat appearance-clothes cleaned, pressed, and in an acceptable state of repair. The Employer agrees, that Bargaining Unit Employees shall not be required to wear the Station Uniform to and from work.

Section 5. Protective Footwear. The Employer agrees to provide protective Footwear (Safety Shoes) to all bargaining unit employees pursuant to applicable standards.

ARTICLE 18
FIRE DEPARTMENT TRAINING

Section 1. The Employer and the Union agree that training and development of employees in the Unit are important in accomplishing both the mission of the Employer and the Federal career goals of the employee. The Employer will develop, promote and maintain adequate training programs which are consistent with the needs of the Picatinny Arsenal's Fire Department and in accordance with applicable regulations. The Employer agrees to provide unit members with information concerning available fire fighting schools conducted by the Department of Defense, Department of Army, Federal State and County organizations. A reasonable effort will be made by the Employer to send employees to such schools at no cost to the employee. The Partners support this training and will encourage all unit employees to enroll in these courses for self-development and the good of the Federal Service. Training directed by the Employer shall be accomplished while the employee is in a duty status and with no cost to the employee. The Partners agree that each employee is responsible for applying a reasonable amount of personal time and effort to keep abreast of the changing technology of his/her occupation. The Partners agree to encourage employees to take advantage of training and educational opportunities. The Employer may permit unit employees to attend training courses during their duty time without loss of pay or leave providing: The Employer has determined that the course is job related; the request has been submitted and approved in advance; and the employee can be spared from his/her regular duty assignment.

Section 2. The employer further agrees to maintain a library (consisting of books, films, videos, etc) within the Fire Station of the Science of Fire Fighting, Hazardous Material Handling, Emergency Medical Services and Rescue Operations for the employee's self-development.

Section 3. Career counseling may be provided by the Civilian Personnel Office and/or the Assistant Fire Chief for those employees who require specific information regarding training and development opportunities.

Section 4. In accordance with applicable instructions, the Employer will conduct an annual "training needs survey" to determine the group training needs and requirements of the Fire Department. The Union will be permitted to submit comments and recommendations regarding training needs to the Fire Chief for consideration prior to completion of the annual "training needs survey." The Union will be supplied with a copy of the completed annual "training needs survey" upon request. In addition, the employer agrees to maintain a complete training records for all bargaining unit employees. Copies of these training records shall be provided to the employee upon his/her request.

Section 5. Based on the results of the "Training Needs Survey", the Fire Department's Labor-Management Partnership Council shall establish a "Continuing Education Program" for unit employees that relates to all aspects of the Picatinny Arsenal's Fire Protection/Fire Prevention Program. This continuing education program shall include, but is not limited to offering the necessary and/or relevant

training (through outside sources) to unit employees on an as needed basis, excluding IDP's. In addition, the Fire Department's Partnership Council shall develop an inservice (daily) training program that meets the mission requirements of the Fire Department.

ARTICLE 19
HEALTH, MORALE, AND WELFARE

Section 1. Employer recognizes the necessity of providing and maintaining reasonably comfortable living spaces for unit employees on duty, such as air conditioning, heating, and adequate furniture, drapes or blinds. To this end, the employer agrees to provide and replace as needed the following items pursuant to AR 420-90:

- a. Adequate Bedding (mattress, pillow, 2 sets of sheet and pillow cases, blanket, bed spread and reading lamps).
- b. Refridgeration for storage of employee's food.
- c. Cooking and eating utensils, including but not limited to: pots, can openers, coffee makers, toasters, microwave ovens, broilers, glasses, plates, bowls, forks, spoons and knives.
- d. Dishwasher and suitable lounge furniture.
- e. T.V. and VCR (for training and recreational purposes) including cable with one movie channel.

The Employer agrees to extend the same considerations to the living conditions in the Fire Station as is extended to other living quarters throughout the Arsenal when utilities and/or appliances break down or need replacing. Maintenance problems will be called to the attention of the senior supervisor on duty who will notify the appropriate maintenance authorities and request action to correct the problem.

The employer agrees to instruct the Medical Department to inspect the living quarters of the Fire Station on an annual basis for discrepancies in Federal Health & Safety Regulations. The Employer agrees to supply the Union with a copy of the inspection report by the Medical Department along with its recommendations. The employer further agrees to initiate abatement action to correct any discrepancies found within ten (10) days.

Section 2. The Employer and the Union recognizes that the living quarters in the fire station represent space allocated as rest, washroom and sleeping areas for unit employees and normally will not use these areas as public facilities.

Section 3. The Employer agrees to discuss proposed changes or improvements to living spaces with the Union and agrees to consider the recommendations submitted by the Union. The employer further agrees that the union will be consulted before approval is granted for any self-help project by bargaining unit employees to improve the fire station(s) facilities which would cause disruption in the use of existing facilities.

Section 4. The Employer agrees that unit employees will be compensated for their personal effects and equipment damaged or destroyed in the performance of duty to the extent permitted by applicable rules and regulations.

ARTICLE 20
EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Partners recognize the importance of equitable treatment for all employees in all aspects of employment. The Partners agree to cooperate in actively promoting the concept and implementation of Equal Employment Opportunity for all Picatinny Arsenal employees. Such cooperation will extend to the development and administration of the Picatinny Arsenal EEO Affirmative Action Plan.

Section 2. The Employer will solicit input for the Affirmative Action Plan from the Union prior to its implementation and publication.

Section 3. The Union will review the Affirmative Action Plan, meet with the EEO Staff Officials to discuss its contents and offer recommendations to the new plan.

ARTICLE 21
EMPLOYER/UNION COOPERATION

Section 1. The Partners recognize that the Combined Federal Charities Campaign depends largely on voluntary contributions from the employee consequently encouraged employees as individual citizens and as members of the community to contribute voluntarily as part of their personal responsibility as citizens. To that end, it is agreed, that fund raising campaigns shall be conducted in the spirit of true voluntary giving.

Section 2. The Partners agree that the employee's participation in U.S savings Bond Campaigns is entirely voluntary. The Partners do however agree to support the participation in the U.S Savings Bond Campaigns.

Section 3. The Union agrees to encourage unit employees to participate in the Bloodmobile Program each time it is scheduled and fully support Picatinny Arsenal's goals for each visit.

Section 4. The Employer, the Union and the Medical and Public Health authorities recognize alcoholism and drug abuse as diseases. The Partners agree to promote and support those programs designed to keep Picatinny Arsenal's employees informed of the inherent dangers of alcohol and drug abuse, promote early identification and encourage use of counseling facilities available in the local community and on the Arsenal, if available.

In addition, the Partners agree to encourage employees who feel that they may have a problem with alcohol or drugs to voluntarily seek counseling and information on a confidential basis through the Employer's Alcohol and Drug Abuse program. When, based on an interview or counseling session and the supervisor's observation of the employee's performance or conduct, it appears that referral to the Employee Assistance Program is appropriate, the Union will fully support and assist in encouraging the employee to respond positively to the referral.

Section 5. The Union agrees to support the Handicapped Individuals program which is designed to assist qualified handicapped individuals and disabled veterans in obtaining Federal employment consistent with their level of skills and abilities and their capacity for safe and efficient job performance; and to provide equal opportunity for such employees in retention, training, upward mobility and merit promotion. Emphasis is on ability rather than disability and on training and rehabilitation efforts, and the elimination of barriers to job opportunities and advancement.

Section 6. The Union agrees to promote the support the Army's suggestion program within the bargaining unit as one way to introduce improvements in work methods and equipment or processes, reduce operating costs, and improve working conditions and employee morale.

Section 7. The Union agrees to support programs established by the Employer to reduce waste, conserve materials, safeguard employees' health, prevent accidents and encourage on-the-job improvements.

ARTICLE 22 INJURY COMPENSATION/LIGHT DUTY/PSOB

Section 1. An employee who is injured or suffers an occupational disease in the performance of his/her duties will be compensated in accordance with applicable rules and regulations. The Employer agrees to counsel the employee on the procedures for filing claims and the benefits to which he/she is entitled. A claimant will be permitted to be represented by a Union official or other person on any matter pertaining to an injury occurring in performance of duty. This representation shall be authorized in writing by the claimant.

Section 2. The Employer agrees to process claims for injury compensation in accordance with rules issues by the Office of Worker's Compensation Program (OWCP), in accordance with the Federal Employees' Compensation Act (FECA). It is agreed that unit employees who incur a job connected injury or occupational disease will complete the appropriate form (CA-1 for injuries; CA-2 for occupational disease) in a timely manner. Injury claims should be reported within two (2) calendar days of the incident. If the employee is incapacitated because of his/her job connected injury or occupational disease, the Employer and/or the employee's designated representative (if designated) will prepare the appropriate form in the employee's behalf. In all cases where a CA-1 or CA-2 is completed by the employee, the Employer will complete the official supervisor's report to insure that any known witnesses to the accident provide signed statements. On the first day of any lost time accident, the Employer shall notify the Compensation Office so that a claim under FECA can be initiated. The Employer will insure that any injury reports are provided promptly to the Compensation Office. Notification of an employee's supervisor concerning the employee's status will be the same as for sick leave. Employees will submit form CA-17 as expeditiously as possible in order to aid in resolving work status.

Section 3. Time spend for medical examination and treatment at the dispensary during work hours for a job incurred injury or any disease caused by employment will be considered as time spent in a duty status. If the employee is not returned to duty after examination and treatment, the employee will be carried in a pay status for all time spent in securing examination and undergoing treatment to the extent of his/her scheduled regular/overtime tour, in which the injury/disease occurred.

Section 4. If an employee of the Unit is transferred to another shift while on compensation, the employee may request return to the previously assigned shift by making such request in writing to the Fire Chief upon the employee's return to duty. The Fire Chief or dis designee will reply to the request in writing within seven (7) calendar days.

Section 5. Light Duty. The Employer agrees that, in accordance with applicable instructions, the policy of Picatinny Arsenal is to utilize to the extent practicable those unit employees who are medically restricted (temporary or permanent) as long as their services can be used effectively and will not cause further harm to themselves or others. The Employer shall make every reasonable effort to utilize bargaining unit employees within the Fire Department. The procedures, set forth in applicable instruction shall be applied to both on-the-job and non-job related illness or injuries which require medical restrictions.

Section 6. Public Safety Officers' Benefit Act (PSOB). The PSOB is a law under which a claimant who has a certain relationship to a Fire Fighter who died because of firefighting activity, can be entitled to a monetary benefit. The Department of Justice, Bureau of Justice Assistance, Public Safety Officers' Benefits Division administers the program. Bargaining Unit Employees are advised to keep potential claimants, i.e., spouses, children, and/or parents informed. A claim for death benefits must be filed within one year, and medical evidence will be required to support the claim. The employer agrees to keep accurate records to all bargaining unit employees to ensure that all relevant and/or required information is maintained to date. The Employer and the Union will assist claimants in processing claims for PSOB Benefits.

ARTICLE 23

FIRE DEPARTMENT PARTNERSHIP AGREEMENT

Section 1. The Employer and the Union agree to establish a Sub-Partnership Council within the Fire Department pursuant to Executive Order. 12871 and the Base-wide Partnership commitment (Charter) already entered into the Parties. This Sub-Partnership Council will allow the parties to become full partners in identifying problems, areas of concern, changes to working conditions within the Fire Department and to develop viable solutions to these problems so that the Fire Protection & Fire Prevention Division can be accomplished in a more cost effective and efficient manner.

Section 2. We recognize the dedicated, professional and concerned employees of the Picatinny Arsenal's Fire Department as the means providing effective and ever improving fire protection and fire prevention services. We seek to foster a continuing attitude of cooperation in the workplace and to establish a work

environment which encourages innovation and flexibility. We strive to improve the working conditions of our employees, enhance the harmony between work and family life, and to make the Picatinny Arsenal's Fire Department a model Employer, ever mindful of our responsibilities to the American taxpayer.

Section 3. It is the intention of the Parties to maintain a safe, healthy and quality workplace, where people are treated fairly and equitably. We will respect each other and work together to accomplish the Employer's mission. Both the Employer and the Union recognize that, while we have many common interests, we may also have legitimate differences which must be respected and understood. The Employer and the Union resolve to not let specific disagreements affect their positive relationship and this partnership.

Section 4. In pursuit of accomplishing the objective stated above, the Employer and the Union agree to establish a Fire Department Labor-Management Committee (Partnership Council). The Partners will select their own representatives. Except as otherwise agreed to by the Partners, The Employer and the Union will each have three (3) representatives on the Fire Department Council. At the request of one or more of the Partners, subject matter experts or other persons may be request to attend meetings to offer advice or information on specific subjects. Meeting of the Fire Department's Partnership Council will be scheduled as mutually agreed to by the Partners. This council will meet respect to personnel policies and practices and matters affecting working conditions within the Fire Department; share information; discuss issues with a sincere resolve to understand each other's point of view; consider such matters as the application, interpretation, and implementation of rules, regulations, and policies; and facilitate an earlier resolution of conditions which have the potential for creating misunderstandings.

Section 5. Decision-making within the Fire Department's Partnership Council shall be based on consensus. If a consensus is not reached, the issue(s) if otherwise negotiable will be submitted for bargaining as appropriate pursuant to the collective bargaining agreement (CBA). The decisions of the council will be publicized jointly. All decisions of the Council that are reached by consensus will be binding on the Council to the extent permitted by law.

Section 6. Any member of the Fire Department's Partnership Council may submit new ideas and/or suggestions to the Council for their review and consideration. The Partners will develop the agenda items for each meeting. The identification of the agenda, new projects and the crafting of any agreements will be mutually agreed to by the Partners. Minutes of each council meeting will be maintained by the Union. These minutes will only reflect what was done, not what was said. Copies of the minutes will be provided to all members of the Council. Individual employee grievances will not be decided within the Partnership Council.

Section 7. The Council may develop additional rules and procedures to carry out its activities.

ARTICLE 24
MISCELLANEOUS (GENERAL PROVISIONS)

Section 1. Retirement Counseling. The Employer agrees that any Unit employee who contemplates retirement within six (6) months shall be afforded retirement counseling to insure that the interest of the employee are protected. Such counseling shall be provided by the Civilian Personnel Office (CPA) and shall include information on alternative retirement options for which the employee is eligible. The employee may request to be accompanied by a Union representative. In the event questions arise which cannot be resolved by the Civilian Personnel Office (CPO), the Employer agrees to make reasonable efforts to resolve the issue by contracting the Office of Personnel Management or by forwarding the employee's request for resolution to such office.

Section 2. PHYSICAL FITNESS. The Employer shall establish, maintain and provide a Physical Fitness Program to enable bargaining unit employees to develop and maintain an appropriate level of fitness to safely perform their assigned functions. The maintenance of fitness levels specified in the program will be based on fitness standards determined by the Employer, pursuant to existing Army regulations that reflect the individual's assigned function and activities, and that are intended to reduce the probability to severity of occupational illnesses and injuries.

a. Pursuant to applicable instructions, the Employer shall require the structured (mandatory) participation of all unit employees in the physical fitness program. Since this is a new program and one that has been found safe and effective for evaluation and improving the aerobic capacity of firefighters, unit employees who are unaccustomed to regular exercise and are over 35 years of age will be examined by base medical personnel prior to the beginning of the program.

b. The Employer agrees to provide and maintain all the required adequate and necessary space and equipment, in the Fire Station, to support the physical fitness program.

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

d. The Employer agrees to allow bargaining unit employees to continue utilizing the gym facilities at Picatinny Arsenal.

Section 3. With emphasis placed on firefighting personnel as a target group for anti-smoking educational programs as suggested in AR 420*90 and in the interest of good health and physical conditioning, employees who smoke may be granted duty time, consistent with operational demands, to attend smoking cessation programs in accordance with the "FIT-TO-WIN Program". Since attendance at such program is voluntary, any costs incurred will be borne by the employee wishing to attend. Should a smoking cessation program become government sponsored, employees may be scheduled for attendance at no charge.

ARTICLE 25
NO STRIKE CLAUSE

Section 1. The Union agrees that it shall not call or participate in a strike, work stoppage, or slowdown, or picket the Employer in a Labor-Management dispute if such picketing interferes with the Employer's operations or condone such activity by failing to take action to prevent or stop it.

ARTICLE 26
VOLUNTARY WITHHOLDING OF UNION DUES

Section 1. An employee shall be permitted to authorize the payment of Union dues through a system of voluntary withholding from his earnings subject to pertinent regulations and the terms set forth in the Article.

Section 2. The Partners agree that any eligible employee who is assigned to duty is "included" in the unit as defined in Article 1, section 2 of this AGREEMENT, and who is a member in good standing of IAFF Local F-169, may authorize an allotment of pay for the pay of dues for membership, provided:

- a. The employee continues his employment in the unit for which exclusive recognition has been granted.
- b. The AGREEMENT between the Partners continues to be applicable, and
- c. The employee is not suspended or expelled from membership in IAFF Local F-169.

Dues assignments may be revoked on the first anniversary date of the SF 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employees Organization Dues. After the first year membership requirement is met, dues assignment may be canceled on 1 January provided the cancellation of SF 1188 is received by the Civilian Payroll Office by such date.

Section 3. The Union is responsible for purchasing Standard Form 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employees Organization Dues, distributing them to its members, certifying as to its dues, delivering the completed forms to the L/MER Section, and educating its members on the program for allotment for payment of dues, its voluntary nature, and the use and availability of the required forms.

Section 4. The Union will promptly notify the L/MER Section, in writing at such time as a member of the Union is expelled or suspended, and for these reasons, ceases to be a member in good standing.

Section 5. The Union will inform Finance and Accounting how to remit Union dues that have been withheld. A listing of the names and amounts withheld will be forwarded to the Union biweekly.

ARTICLE 27
VALIDITY OF AGREEMENT

Section 1. In the event that any provision(s) of this AGREEMENT shall at any time be declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire AGREEMENT, it being the express intention of the Partners hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 28
PUBLICATION OF THE AGREEMENT

Section 1. It is agreed that the Employer will print and distribute to the Union seventy-five (75) copies of this AGREEMENT at no charge to the Union. It is the responsibility of the Union to provide new bargaining unit employees a copy of this AGREEMENT.

ARTICLE 29
DURATION AND CHANGES TO THE AGREEMENT

Section 1. This AGREEMENT, as executed by the Partners, shall remain in full force and effect for a period of five (5) years from the date of its approval by the Office of the Secretary of the Department of Defense (DOD) 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 DOD and/or his designated representative, 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, rule, 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 mutual consent of the parties. Any request for amendment by either party must be written and must include a summary of the amendment(s) proposed. The parties shall meet within fourteen calendar days after receipt of such request to discuss the matter(s) involved. If the parties agree that opening is warranted on any such matter(s), they shall proceed with negotiations. Negotiations shall be strictly limited to those matters previously agreed to as being appropriate. Such amendment(s) as agreed to will be approved by the Secretary of the DOD and/or his designated representative and will remain in full effect until modified or terminated in accordance with section 1. To this end, the Parties agree that the terms and conditions of this agreement will be reviewed every 18 months to ensure compliance with existing law, rule and regulation.

Section 3. No agreement, alteration, understanding variation, waive, 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 agreements is made and executed

in writing between the parties hereto and the same has been ratified by the Union and approved by the Employer. The waiver or any breach of condition of this AGREEMENT by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

Section 4. All rights, privileges and working conditions enjoyed by the employer, the union, and the bargaining unit employees at the present time, which are not included in this agreement, shall remain in full force, unchanged and unaffected in any manner, during the term of this agreement unless changed by mutual consent of the parties or as required by law, rule and/or regulation.