

NEGOTIATED AGREEMENT

BETWEEN

FORT POLK, LOUISIANA

AND

LOCAL F-215

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

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### Preamble

Pursuant to the provisions of Title VII of the Civil Service Reform Act (Public Law 95-454), this Agreement is made and entered into by and between the Joint Readiness Training Center and Fort Polk, Fort Polk, Louisiana 71459-5000 hereinafter referred to as the Employer and the International Association of Fire Fighters (AFL-CIO), Local F-215, Fort Polk, Louisiana 71459 hereinafter referred to as the Union and collectively known as the Parties. Throughout the Agreement, where the masculine pronoun is used, it is intended to include both the masculine and the feminine genders.

Whenever language in this Agreement refers to specific duties or responsibilities of specific employees or management officials, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Employer retains the sole discretion to assign work and to determine who will perform the function discussed.

## Article I

### Recognition and Coverage of Agreement

#### Section 1. Recognition.

The Employer recognizes the Union as the exclusive representative of all employees in the bargaining unit defined in Section 2 of this Article.

#### section 2. Bargaining Unit.

The Unit to which this Agreement applies includes all non-supervisory employees of the Fort Polk, Louisiana Fire Department.

#### section 3. Exclusions.

All professional employees; management officials; supervisors; and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7) are excluded from the bargaining unit described in Section 2 above.

## Article II

### Rights and Obligations of the Employer

#### section 1

In the administration of all matters covered by this Agreement, the Employer retains the following rights subject to this Agreement and applicable laws and regulations:

- a. To determine the mission, budget, organization, number of employees and internal security practices of Fort Polk.
- b. To hire, assign, direct, layoff, and retain employees at Fort Polk, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees.
- c. To assign work, to make determinations **with respect** to contracting out, and to determine the personnel **by which** Fort Polk operations shall be conducted.

d. With respect to filling positions, to make selections for appointment from -

(1) among properly ranked and certified candidates for promotion; or

(2) **any** other appropriate source

e. To take whatever actions may be necessary to carry the mission of Fort Polk during emergencies.

f. To determine the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty.

g. To determine the technology, methods, and means of performing work.

h. To maintain the efficiency of Government operations entrusted to it.

## **section 2**

All rights, powers, prerogatives, and authorities which have not been specifically abridged, deleted, or modified, by this Agreement are recognized by the Union as being retained by the Employer.

## **section 3**

The Employer rights listed in this Article may not be abridged, violated, infringed upon, or modified by any outside authority.

## **section 4.**

For the life of this Agreement, the Employer shall not engage in any conduct which tends:

a. to interfere with, restrain, or coerce any employee in the exercise by the employee of any right under this Agreement or under the provisions of Title VII;

b. to encourage or discourage membership in any labor organization by discrimination in connection with hiring, tenure, promotion, or other conditions of employment;

c. to sponsor, control, or otherwise assist any labor organization other than to furnish, upon request, customary

routine services and facilities if the services and facilities are also furnished on an impartial basis to other labor organizations having equivalent status;

d. to discipline or otherwise discriminate against any employee because the employee has filed a complaint, affidavit, or petition, or has given any information or testimony under this Agreement or the provisions of Title VII;

e. to refuse to consult or negotiate in good faith as required by this Agreement and Title VII;

f. to enforce any rule or regulation (other than a rule or regulation implementing Section 2302 of the Civil Service Reform Act) which is in conflict with this Agreement, if the Agreement was in effect before the date the rule or regulation was prescribed; or

g. to otherwise fail or refuse to comply with any provisions of this Agreement or Title VII.

### **Article III**

#### Employee Rights

##### Section 1 Basic Right.

Each employee has the right freely and without fear of penalty or reprisal to form, join, and assist any labor organization 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 officer or representative.

##### Section 2. Employee Protection.

The Employer agrees that employees in the exercise of these rights shall be protected from interference, restraint, coercion, or discrimination by any representatives of the Employer.

##### Section 3. Union Membership

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

#### section 4. Right to Raise Personal Concerns.

Nothing in this Agreement precludes the employee of the exclusive unit regardless of union membership, from bringing matters of personal concern to the attention of appropriate officials under applicable law, rule, regulation, or established agency policy or from choosing his own representative in a grievance or appellate action except when the grievance is covered under the negotiated procedure contained in this Agreement.

#### Section 5. Right to **Representation** During Investigatory Examinations.

The Union shall be given the opportunity to be represented at any examination of a unit employee by a representative of the Employer in connection with an investigation if:

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

#### Section 6. Employee Responsibility During Investigatory Examinations.

Employees are expected to fully cooperate with an agency investigation and any failure to do so may subject the employee to disciplinary action.

#### section 7. Every-day Work Related Communications.

The right to representation does not apply to **everyday work** related communications between supervisors and employees or to discussions concerning job performance.

#### Section 8. Role of the Union Steward During Investigatory Examinations.

The Union shall not be required to be present at any such examination when, in the Union's judgement, the presence of a Union representative is not required. If a Union representative wishes to be present, the unit employee will be permitted to consult the representative; however, the Union representative is not entitled to answer on behalf of the employee or to bargain with the Employer regarding the results of the investigation. This does not preclude the steward from clarifying questions, eliciting responses, submitting documentary evidence or suggesting other employees who may have knowledge of the matter.

## Section 9. Outside Employment.

Unit employees are free to engage in outside employment or activities with or without compensation. In the event a determination is made that outside employment interferes with the performance of the employee's official duties or discredits the Federal Government, the employee will be advised and will be given the opportunity to take appropriate action.

## Section 10. General **Employee** Obligations.

Employees in the bargaining unit shall perform properly assigned duties to the best of their ability, cooperate and strive to maintain good working relations with their supervisors and fellow employees and actively participate in programs designed to improve work methods, productivity, and working conditions.

### **Article IV**

#### **Union Rights and Representation**

##### Section 1. General.

Having been granted exclusive recognition, the Union has the exclusive right to represent and is entitled to act for and negotiate agreements covering all employees in the bargaining unit as defined in Article I, Section 2.

##### Section 2. Representation Obligation

The Union is responsible for representing the interests of all employees in the bargaining unit without discrimination and without regard to labor organization membership.

##### Section 3. Formal Meetings

The Union shall be given the opportunity to be represented at any formal discussion between the Employer and employees or employee representatives concerning grievances, personnel policies and practices or other matters affecting general working conditions of employees in the bargaining unit.

Section 4. Number of Union Officers and Representatives.

For the purpose of administering this Agreement, the Employer agrees to recognize the Union's elected officers and appointed representatives which shall not exceed a total of four (4) persons.

Section 5 Designation of Union Officers and Representatives.

The Union agrees to furnish the Employer a complete written list of officers and appointed representatives upon the signing of this Agreement. Only those officers and appointed representatives who have been properly designated will be recognized by the Employer.

Section 6. Subsequent Designation of union Officers and Representatives.

Within five (5) calendar days of election, appointment or change, a list of officers and appointed representatives will be delivered to the Civilian Personnel Advisory Center. The Employer will, in turn, notify appropriate officials of the Employer.

Section 7. Official Time.

a. It is recognized that employees who are elected or appointed as Union officers and representatives are employed and paid by the Federal Government to perform duties that are required for the overall accomplishment of the Fort Polk mission and that the activities they are engaged in during duty hours are a proper concern of the Employer. It is also recognized that effective labor-management relations promote efficient mission accomplishment and are in the best interest of both the Union and the Employer.

b. It is agreed that the Employer will grant a reasonable amount of official time to officers and representatives properly appointed by the Union to perform approved Union activities (Section 8).

c. It is further agreed that the determination as to what constitutes a "reasonable" amount of official time will be made on a case by case basis and will be determined in relation to the employee's (representatives's) job requirements.

d. The use of official time will normally be permitted for only one representative or officer as appropriate for each case or complaint. Additionally, the determination as to the appropriate time for release from duty and the actual amount of

official time authorized will necessarily depend on the facts and circumstances of each individual situation but supervisors shall be guided by the following:

(1) Approval should normally be reserved for such time as will cause minimum interference in the performance of regular duties. In this regard, consideration should also be given to the duty hours of Employer representatives from whom information is desired by Union representatives.

(2) Attendance at meetings called by the Employer shall not be subject to paragraph d(1) above.

### Section 9 Activities for Which Official Time is Authorized.

Activities which Union officers and representatives may appropriately engage in during duty hours without charge to leave or loss of pay include only the following unless otherwise expressly authorized by the terms of this Agreement.

#### **a. union officers**

(1) Attend formal meetings between the Employer and employees when such meetings are called by the Employer and meet the criteria of Article IV, Section 3.

Present employee grievances at Step 2 or above

(3) Present Union grievances to the Employer (Union President or designee).

(4) Respond to grievance of the Employer (Union President or designee).

Participate in periodic Union/Employer meetings

(6) Participate in arbitration hearings in either a representational capacity or as a witness.

(7) Represent employees in formal **disciplinary** action proceedings before third parties.

(8) Consider and prepare responses to Employer initiated proposals for policies, procedures, or regulations when specifically requested by the Employer.

#### **b. Union Representatives.**

(1) Investigate, prepare and present employee grievances to the Employer.

{2) Represent unit employees in formal disciplinary action proceedings.

{3) Attend formal meetings between the Employer and employees when such meetings are called by the Employer and meet the criteria of Section 3, Article IV.

{4) Consult with the Employer regarding grievances, personnel policies, practices, or other matters affecting working conditions of unit employees in the organization.

{5) Consider and prepare responses to Employer initiated proposals for policies, procedures, or regulations when specifically requested by the Employer.

#### Section 9. Activities Not Authorized on Official Time

It is agreed that activities concerned with the internal management of the Union and activities not specifically authorized by the terms of this Agreement shall be performed only during the non-duty hours of the Union representatives and employees concerned. Examples of such activities include solicitation of membership, collection of dues, distribution of literature, campaigning for Union office and soliciting employee grievances.

#### Section 10. Procedure for Union Officers and Representatives to Obtain use of Official Time.

a. Each Union officer and representative desirous of leaving his work site to engage in approved Union activities during duty hours shall first obtain the permission of his supervisor and concurrently inform the supervisor of his destination, the general nature of the activities to be engaged in and the estimated time of return.

b. If the supervisor determines that the representative/officers's presence is necessary to meet the needs of the Employer, the representative/officer will be so informed and advised of a time when he can be released.

c. Prior to departing to work site, the representative/officer will telephonically contact the employee or official he wishes to visit to assure his availability. Further, prior to entering a work area which is under the authority of another supervisor, the Union representative will seek permission from that supervisor to contact the employee. Supervisory permission in these instances will normally be granted insofar as the criteria of Section 7 of this Article have been met. However, if

the supervisor cannot release the employee at that time, the supervisor will advise the representative of a time when the employee will be available.

d. Union officers/representatives will report to their supervisors upon their return to work and complete the Official Time Report.

e. Where **delays** in presenting grievances are caused by the supervisor's inability to release an officer/representative or employee, additional time for such purpose will be granted.

#### Section 11. Procedure for ;Employees to Obtain the use of Official Time for union Assistance.

a. An employee desiring to leave his job to secure the advice and assistance of the Union representative/officer will obtain the supervisor's permission before doing so.

b. Supervisory permission in these instances will normally be granted insofar as the criteria of Section 7 of this Article have been met. However, if the supervisor cannot release the employee at that time, the supervisor will advise the employee of a time when he can be released from duty.

c. Prior to departing the work site, the employee will telephonically contact the representative/officer he wishes to visit to assure his availability.

d. An employee desiring to confer with the Union representative/officer will also obtain oral permission from the representative's/officer's supervisor before interrupting the representative's/officer's work.

e. Contacts between employees and representatives/officers will normally take place within the immediate vicinity of the employee's assigned work area.

#### Section 12. Reporting Procedure for Union Officers and Representatives.

Each Union officer and representative shall report to work at his regular work site at the beginning of his respective shift and shall report to his supervisor immediately after lunch, unless otherwise agreed to by the Fire Chief. Each Union officer and representative shall enter and remain in his work area only on his respective shift unless otherwise agreed to by the Fire Chief. Union officers or representatives will not be paid for conferences initiated by the Union with the Employer held outside their regularly scheduled working hours.

### section 13. Official Time Reports.

a. In order to account for the total hours and usages spent by Union officers and representatives on approved Union activities (Section 8), the following procedures will be followed.

b. The Official Time Report (OTR) at Appendix A will be completed by all Union officers and representatives and turned in to their immediate supervisors. The OTR will detail the amount of time spent by each Union officer and representative on approved Union activities, the specified activity undertaken, the initiator of the request and the identification of the person(s) involved. The identification of the person(s) involved will not be required in the initial investigatory stages of a grievance (before the grievance is initially presented to the Employer at Step One).

c. It is expected that Union officers/representatives will complete the OTR when they return from a representational duty and are checking back with their immediate supervisor.

d. In cases involving an extended representational activity, Union officers and representatives will turn in the OTR no later than the end of each workday. An example of such an extended representational activity would be attendance at an arbitration hearing lasting more than one day.

e. In other types of representational duties, it is expected that Union officers or representatives involved will turn in the OTR before starting additional representational duties during the same workday. Union officers and representatives may retain a copy of the OTR for their own records.

### Section 14. Installation Admittance Procedure for International Representatives.

The Employer agrees that officers or duly designated representatives of the Union or its international office who are not employees of Fort Polk, may be admitted to the installation upon request to the Employer by the Union. The Union shall first inform the Director, Civilian Personnel Advisory Center, or designee, that such a visit is desired, the reason therefor, and the duration of the visit not later than three days before the scheduled visit. The Director, Civilian Personnel Advisory Center, or designee, will issue a letter of authorization to visit the installation. The letter of authorization must be carried at all times by the visiting Union officials. Such visits will be governed by Department of the Army security regulations. Additionally, Union officials who are not employees

of Fort Polk are subject to the limitations as set out in this Article and to the terms of this Agreement.

section 15. strike Prohibition - Picketing.

The Union shall not engage in any strike, work stoppage, slow down or any unauthorized picketing or condone any such activity by failing to take affirmative action to prevent or stop it.

Article IV - Appendix A

Official Time Report

NAME :

UNION POSITION :

Improved union Activity

:

- Investigate Grievance
- Prepare Grievance
- Present Grievance
- Representative in Disciplinary Action
- Attend Formal Meeting Called by Employer
- Representative Before Third Party

Time Left:

Time Returned:

- Witness in Arbitration
- Periodic Union/Employer Meeting
- Committee Meeting
- Prepare Response to Employer Grievance
- Represent Employee During

Persons contacted:

- Investigatory Interviews
- Negotiation with Employer
- Present Union Grievance
- Respond to Employer Grievance
- Present Step 2 Grievance (Officers)
- Prepare Response to Employer or Policy

\_\_\_\_\_  
 Employer  
 Union  
 Employee \_\_\_\_\_

SIGNATURE

SUPERVISOR'S INITIALS

## Article V

### Equal Employment Opportunity

#### section 1. General.

The Employer and the Union agree to cooperate in actively promoting the concept of equal employment opportunity for all Fort Polk employees. Such cooperation will extend to the development and aggressive administration of the EEO Affirmative Action Plan.

#### Section 2. Union Membership on the command EEO Advisory council.

The Employer agrees that the Union will be allowed a representative on the Command Equal Employment Opportunity Advisory Council.

## Article VI

### Energy Conservation

The Employer and the Union agree to take all reasonable steps to encourage the reduction of the consumption of gasoline, natural gas, and electricity at Fort Polk.

## Article VII

### Productivity

#### Section 1. General.

The Employer and the Union agree that more efficient use of labor and resources will result in increased productivity.

#### section 2. obligation of the Parties

To this end, the Union and the Employer agree to make every reasonable effort to reduce waste, conserve materials, safeguard employees' health, prevent accidents, discourage unplanned absences, and encourage on-the-job improvements.

## **Article VIII**

### Section 1. General

Alcoholism and drug abuse are recognized by the Employer, the Union, and medical and health authorities as diseases. Excessive or abusive use of alcohol or drugs by employees impairs their ability to function, contributes to increased absenteeism, tardiness, and violations of work and standards of conduct for Department of the Army personnel. This, in turn, disrupts work schedules with consequent dissatisfaction among the majority of employees who are conscientiously trying to do their work. This combination of factors is recognized as having a potentially damaging effect on organizational efficiency and jeopardizes the job security of the affected employee(s).

### section 2. Obligations of the Parties

The Employer and Union agree to promote programs designed to keep all Fort Polk employees informed of the inherent dangers of alcohol and drug abuse and to promote early identification and treatment of affected employees through facilities available at Fort Polk or other facilities available in the community.

### Section 3 Drug Testing

Subject to the approval of the U.S. Army Forces Command, Department of the Army, and the Department of Defense, or upon revision of applicable regulations, whichever occurs first, Fire Department employees will be subject to random drug testing.

### section 4 Drug Testing Procedures

1All drug testing will be accomplished in accordance with controlling regulations.

## **Article IX**

### **Bond Drives and Combined Federal Campaign**

#### section 1. Recognition.

The Union recognizes that the installation is authorized to encourage participation in bond drives and to solicit funds under the Combined Federal Campaign depending largely on voluntary participation and contribution for successfu .y achieving its

goals.

section 2. ;Employee Participation.

Both the Union and the Employer agree to encourage employees as individual citizens and as members of a community to participate and contribute voluntarily as a part of their personal responsibilities as citizens.

section 3. conduct of Drives and campaigns

To this end, the Employer agrees that:

a. Approved bond and fund raising drives will be conducted in keeping with the principles of true voluntary participation and giving.

b. Coercion, overt or implicit, **shall** not be practiced by personnel appointed as solicitors or by Employer personnel.

**Article X**

**Army Ideas for Excellence**

The Union and the Employer agree that the Army Ideas for Excellence Program, Activity Based Costing Measures, and Strategic Planning Initiatives, are an effective means of cutting costs and improving products/services. As a matter of policy, therefore, every effort will be made to encourage those who seek to increase the effectiveness of work operations through the submission of beneficial Army Ideas for Excellence initiatives and work improvement ideas.

**Article XI**

**Matters Appropriate for Consultation and Negotiation**

section 1. Definitions.

For the purpose of this Agreement and all amendments and supplements hereto, the following terms are defined.

a. Mid-Term Bargaining.

All negotiations which **take** place during the life of the Agreement concerning Employer proposed Fire Department-wide changes to conditions of employment not covered by the terms of this Agreement; or conditions of employment covered by the Agreement pursuant to Article **XLVIII**, Duration and **Review**. (Negotiable changes in conditions of employment).

b. Impact and Implementation Bargaining.

All negotiations regarding procedures the Employer will follow in implementing decisions resulting from the exercise of its reserved rights under Section 7106 of the Federal Service Labor-Management Relations Statute and appropriate arrangements for employees adversely affected by those decisions when such decisions concern, change and have a substantial impact on conditions of employment. (Nonnegotiable changes in conditions of employment).

c. substantial Impact

Substantial impact is defined as a change in a condition of employment affecting bargaining unit employees Fire Department-wide.

section 2. Procedure for **Bargaining**.

This procedure is applicable to Mid-Term and Impact and Implementation bargaining as defined in Section 1 above.

a. The Employer shall notify the Union prior to the planned implementation of a negotiable or nonnegotiable change to conditions of employment. The notice shall advise the Union of the reason for the change and the proposed effective date.

b. The Union shall have three (3) **workdays** from the date of notification to advise the Employer of its desire to bargain prior to implementation of the change to conditions of employment.

c. If the Union requests bargaining concerning a Fire Department-wide change to conditions of employment, written proposals must be forwarded to the Civilian Personnel Advisory Center, Labor Relations Specialist, within seven (7) workdays.

d. If the Union does not request Mid-Term or Impact and Implementation bargaining and submit written proposals within the time limits outlined above, the Employer may implement the proposed change(s).

e. Upon timely request by the Union, Mid-Term or Impact and Implementation bargaining will commence within five (5) workdays after receipt of proposals unless otherwise agreed to by the Parties.

f. All Mid-Term or Impact and Implementation bargaining will be governed by the Ground Rules agreed upon by the Parties on 28 April 1998.

### section 3     consultation.

Sections 1 and 2 of this Article do not preclude the Union from presenting its **views** and having them considered prior to the implementation of a negotiable or nonnegotiable change to a condition of employment provided the comments are received within the prescribed time limits.

## **Article XII**

### Communications and Information

#### section 1.     Meetings with **Garrison** commander.

It is agreed that the Garrison Commander, or designee, will meet with the Union President upon request for such a meeting. Such requests will be submitted through the Civilian Personnel Advisory Center to the Garrison Commander. The Union will submit an agenda of meeting topics attached to its written request. The Garrison Commander's reply will state the specific time, place, and date of the requested meeting which will not be unreasonably delayed. It is further agreed that these meetings will not be used to discuss individual grievances.

#### section 2.     Meetings with **Director of Civilian Personnel** **Advisory Center.**

It is agreed that the Director, Civilian Personnel **Advisory** Center, or designee, and representatives of the Union (Union President and designee) shall meet monthly on a schedule mutually acceptable to the Parties to discuss matters of concern to the Parties. It is further agreed that these meetings will not be used to discuss individual grievances.

#### section 3.     Meetings with **Fire** Chief.

The Employer agrees that the Fire Chief, or designee, and representatives of the Union (Union President and designee) shall

make every reasonable effort to meet at least once a month for the purpose of exchanging information of mutual concern to the Parties. This meeting may also serve as a means of assessing the morale of unit employees. Individual grievances will not be discussed at these meetings.

#### section 4. Local Regulations.

The Union will be included among those addresses who will receive locally issued Civilian Personnel Regulations pertaining to Union members.

#### sections. Authentication of correspondence.

No paper, document or (written) communication issued by the Union to the Employer shall be deemed valid unless it bears the signature of the President or the Secretary/Treasurer. This provision excludes correspondence concerning grievances.

#### section 6. Relationship Evaluation.

Recognizing that the constant evaluation of labor management relationships by the Parties is essential to good labor management relations, the Parties agree to meet quarterly to jointly evaluate the labor management relationship. It is agreed that this meeting will not be used to discuss individual grievances. Instead, the meeting will be used to discuss those things of mutual concern which affect the Parties' relationship.

#### section 7. Distribution.

Except for grievances, all written communications furnished to the Employer will be submitted through the Civilian Personnel Advisory Center. Accordingly, the Civilian Personnel Advisory Center will provide a mail box for the delivery of correspondence by the Union to the Employer. Similarly, any correspondence from the Employer to the Union will be furnished to the Civilian Personnel Advisory Center for placement in the Unions' mail box. The Union will be responsible for the pickup of its mail. The Parties further agree to acknowledge receipt on any correspondence received. The use of the internal Fort Polk distribution system by the Union is not authorized.

#### section 8 vacancy Announcements

The Employer will provide the Union a copy of Vacancy Announcements issued under the Merit Promotion and Placement Plan.

## Article XIII

### Hours of Work

#### Section 1. Basic Workweek.

The basic tour of duty for fire fighters whose positions require a substantial amount of standby time shall be a seventy-two (72) hour week of three alternate twenty-four (24) hour shifts.

#### section 2. Duty Hours.

The duty hours shall be from 0700 hours one day to 0700 hours the following day.

#### section 3. Work Schedule.

a. Fire fighters who work a twenty-four (24) hour shift, where practicable, shall be assigned work schedules each shift wherein the employee is provided a period for actual work, standby time, and for eating and sleeping. Such period allowed for eating and sleeping need not be specifically set aside by clock hours, since under the conditions of duty such action is not feasible.

b. Generally, fire fighters, will have eight (8) hours of actual work and sixteen (16) hours of standby. However, the Employer is not precluded or prohibited from assigning work during periods of standby.

#### section 4. Advance Notice Requirement of Changes in Tour of Duty

It is recognized that the Employer has the right to establish tours of duty as required for mission accomplishment. Accordingly, when a change in established tours of duty is required, the Employer will normally notify the employee or employees in writing at least seven (7) calendar days in advance

#### Section 5. Exception to Advance Notice Requirement.

An exception to the advance notice requirement may be made when the Employer determines that it would be seriously handicapped in carrying out its function or that costs would be substantially increased.

section 6. standby.

Standby time consists of periods in which the employee is officially ordered to remain at or within the confines of his station not performing actual work but holding himself in readiness to perform actual work when the need arises or when called.

**Article XIV**

Overtime

section 1.  
General.

The assignment of overtime work is the sole function of the Employer and the Employer is required to keep overtime work to a minimum consistent with the accomplishment of the mission. Therefore, supervisors are expected to assign overtime work in such a manner as to accomplish it as efficiently and expeditiously as practicable.

## Section 2. Union Recognition

The Union recognizes the right of the Employer to determine qualifications, select, and require employees to perform overtime work required to perform the mission.

## Section 3. Distribution of overtime.

a. Overtime assignments will be distributed equitably among the employees qualified to perform needed duties.

Normally, an employee will not be required or permitted to work more than 72 continuous hours. If mission accomplishment dictates otherwise, an exception to the 72 hour limitation may be approved by the Fire Chief or Assistant Fire Chief.

b. The Union recognizes and agrees that overtime assignments related to Joint Readiness Training Center (JRTC) rotations take priority over voluntary overtime.

## Section 4. Voluntary Overtime.

(1) As a general rule, first consideration for voluntary overtime will be given to those employees who are currently assigned to the job.

(2) Employees desiring to volunteer for overtime must place their names on the Voluntary Overtime Roster maintained in the Station 1 Duty Chief's office not later than 1200 Noon the day preceding the overtime to be worked. Employees assigned to Stations 2 and 3 may have their names added to the Voluntary Overtime Roster by telephonically contacting the Duty Chief or Station 1 Captain.

(3) Priority for voluntary overtime will be determined by an employee's total number of voluntary overtime hours worked during the current pay period and preceding pay periods. In the event of a tie, voluntary overtime hours worked during prior pay periods will be reviewed until the tie is broken.

(4) If an employee declines an offer of voluntary overtime, regardless of its duration, his name will be moved to the bottom of the Voluntary Overtime Roster. Two such declinations will result in the employee's name being removed from the Voluntary Overtime Roster.

(5) The Union **agrees** that the Employer will not make whole an employee passed **over** for a voluntary overtime assignment.

d. Mandatory overtime.

(1) As a general rule, first consideration for mandatory overtime will be given to those employees who are currently assigned to the job.

(2) Utilizing seniority within the Fort Polk Fire Department, mandatory overtime assignments will be rotated commencing with the least senior lead firefighter, driver, and firefighter.

(3) At the Employer's discretion, an employee may be required to remain on duty in his assigned apparatus position in an overtime capacity pending the arrival of his relief.

{4} Normally, mandatory overtime assignments, excluding overtime associated with JRTC rotations, will be assigned in 12 hour blocks. However, the Union recognizes and agrees that the Employer may assign overtime in reduced or extended blocks of time.

Section 4. Notification of overtime Assignment.

The Employer will notify employees as requirements are known that they are to be assigned overtime. In the case of voluntary overtime, the Duty Chief or Station 1 Captain will attempt to

complete the Daily Roster by 1500 so that selected employees can be provided an advance notice. However, the Parties agree that employees must be willing to accept overtime on short notice.

Sections. Release from an Overtime Assignment.

An employee may, upon timely request, be released from an overtime assignment provided his reasons, as determined by the Duty Chief, are valid and another qualified employee familiar with the work is available for the overtime assignment.

section 6. Consideration of Personal Circumstances.

The Employer agrees to give consideration to personal circumstances including previously scheduled annual leave and four-day breaks when scheduling overtime. Employees who present a pattern of being asked to be released from a mandatory overtime assignment due to illness may be required to present a medical certificate to substantiate the claim.

Section 7. Compensation.

Employees required to perform authorized overtime work shall be compensated in accordance with applicable Federal Laws.

sections. Call Back.

It is understood that an employee who is called back to work on an unscheduled basis will be paid a minimum amount of two (2) hours overtime or given (2) hours compensatory time off, as applicable.

section 9. Alarm Room Watches

Employees assigned to Station 1 in an overtime capacity may be required to perform Alarm Room Watches.

section 10. Duty Site

Employees performing duties in an overtime capacity **are** expected to remain in a duty status, at the duty site, for the duration of the assignment.

section 11 Meals.

When meals are required during extended Fire and Emergency Services operations, they will be provided in accordance with applicable regulations.

Article XV

Annual Leave

section 1. General.

Annual leave will normally be approved for two general purposes:

a. to allow every employee an annual vacation period of extended leave for rest and recreation; and

b. to provide periods of time off for personal and emergency reasons.

Section 2. Approval of Annual Leave.

Annual leave for vacation periods will be approved by the Fire Chief; however, annual leave for personal or emergency reasons may be approved by an Assistant Fire Chief or by the Duty Chief in the absence of the Assistant Fire Chief.

section 3. Scheduling of Annual Leave.

a. Subject to minimum staffing requirements, the Employer **will make** an effort to allow each employee a vacation period. Priority for the approval of leave requests will be as follows:

(1 two consecutive weeks (6 shifts);

(2) three to five shifts; and

(3) one to two shifts

b. Employees must submit leave requests not earlier 1 January nor later than 31 January of each leave year.

c. The Employer will approve and post leave schedules not later than 1 March of each leave year. Efforts will be made to approve annual leave requests for vacation periods for two employees on any given period.

d. Requests for annual leave submitted after 1 March of each leave year will be approved/disapproved on a case-by-case basis.

e. In the event of a conflict in scheduling, seniority within the Fort Polk Fire Department will be the determining factor. However, employees failing to submit leave requests by the cutoff date (31 January) lose all seniority, and will have

their leave scheduled after all other employee requests for leave have been scheduled.

f. The Employer agrees that changes in the leave schedule will not be made without providing the employees involved an explanation.

#### section 4. Leave During Holiday Periods.

a. For the purpose of this Article, holiday periods are defined as Independence Day, Thanksgiving Day, Christmas Eve and Christmas Day.

b. Employees must submit leave requests for holiday periods not earlier than 1 January nor later than 31 January of each leave year.

c. The Employer will approve and post the leave schedule for holiday periods not later than 1 March of each leave year.

d. Leave during holiday periods will be equitably rotated

#### Section 5. Advanced Annual Leave.

Advanced annual leave may be made available to employees at the beginning of the leave year in the amount of accruals which will be earned during the balance of that leave year. Employees serving under temporary limited, term appointments or under probationary or trial periods may be advanced or have made available to them only that amount of annual leave which is reasonably assured will be subsequently earned. Further, those who are expected to be separated by retirement or other reasons will be advanced or have made available to them only that amount of annual leave which they are expected to accrue prior to separation.

#### Section 6. Procedure for Requesting Annual Leave.

When unforeseen emergencies arise requiring the use of annual leave not previously approved, approval of the use of annual leave may not be presumed by the employee. Except where circumstances beyond the control of the employee do not permit, the employee must contact his supervisor or other designated person either personally or by phone as early as possible, but not later than fifteen (15) minutes prior to the beginning of the employee's workday and request and obtain permission for the absence.

## Article XVI

### Sick Leave

#### Section 1. General

a. Employees shall earn and be granted sick leave in accordance with applicable law and regulations. Sick leave will be granted to an employee as follows:

For the purpose of receiving medical, dental, or optical treatment or examination.

(2) When it is established that an employee is unable to perform his duties because of physical or mental illness, injury, pregnancy, or childbirth;

(3) When his presence on the job will, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others because of exposure to communicable disease;

(4) When he must be absent from duty for purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed;

(5) In order to **provide care** for a family member as a result of physical or mental illness; injury; pregnancy; childbirth; or medical, dental, or optical examination or treatment; or

(6) To make arrangements necessitated by the death of a family member or to attend the funeral of a family member.

b. Requests for sick leave because of an incapacitating illness or injury shall be made by the employee or the supervisor or his designated representative by telephone or other appropriate means as early as possible, but not later than fifteen (15) minutes prior to the beginning of the employee's tour of duty, circumstances permitting. Unless other arrangements have been made, requests for sick leave must be made on each day of absence. Requests for sick leave for prearranged medical, dental, or optical appointments must be made at least twenty-four (24) hours in advance. Failure to give the notice required by this section may result in a charge of absence without approved leave.

## Section 2. Requirement for certification.

Periods of absence on sick leave in excess of forty-eight hours will normally be supported by medical certificate from the physician.

## Section 3. suspected Sick Leave Abuse.

Employees shall not be required to furnish a medical certificate to substantiate a request for approval of sick leave if such leave is forty-eight hours or less, except in individual cases where there is reason to believe the employee is abusing the sick leave privilege. When there is reason to believe that the sick leave privilege has been abused, the employee will be given written notice that medical certification is required to support future grants of sick leave. The necessity for this requirement shall be periodically reviewed and the employee will be advised in writing at least every six {6} months if the requirement will be continued and the reasons therefor.

## section 4. Exception to Requirement for certification.

Employees who because of illness are excused from duty by their supervisor, shall not be required to furnish a medical certificate to substantiate sick leave for the day excused from duty. Subsequent days of absence shall be subject to the provisions of this Article.

## Section 5 Duty Status /On-the-Job Injury.

An employee injured in the performance of his duties will be considered in a duty status for the time he receives emergency treatment to the extent that such time falls within duty work hours for the day of the injury.

## section 6. Departure on Sick Leave.

Employees will report to the Preventive Medicine Activity, Occupational Health Service, prior to leaving duty because of illness except for those employees with scheduled medical or dental appointments. After 1600 hours, employees will report to the Emergency Room, Bayne-Jones Army Community Hospital.

## section 7. Certification Requirements During Job Actions.

The provisions of Section 3 above do not apply when there is reason to believe that a job action is imminent or when a job

action occurs. In these instances, medical certification to support each absence on sick leave until the job action has ended.

Section 8

**Restrictions During Periods of Sick Leave.**

Employees are required to contact their supervisor, by telephone or other appropriate means and secure approval prior to

Engaging in outside which employment on one or more days for sick leave has been approved.

**Article  
XVII**

Section 1. General.

Court Leave

**a.** Consistent with applicable **laws** and regulations, employees will be granted court leave for jury duty or for appearing as a witness in a nonofficial capacity on behalf of

a state, local government, or on behalf of a private party in any proceeding to which the United States or state or local government is a party.

**b.** When an employee is summoned or **assigned** by his agency to testify in his official capacity at a judicial proceeding or to testify in a nonofficial capacity on behalf of the United States, he is in an official duty status as distinguished from a leave status and is entitled to his regular pay.

**c.** The granting of court leave is not appropriate when an employee serves as a witness in a nonofficial capacity on behalf of a private party. The absence from duty must be charged as either annual leave or leave without pay, and he may accept court fees and expenses incidental thereto.

## Section 2. Call for court service.

When an employee is called for court services, either as a witness or juror, the court order, subpoena, or summons, if one was issued, must be presented as far in advance as possible. Upon return to duty, written evidence of attendance at court is required to include the dates and hours of the service.

## section 3. Return to Duty.

An employee excused or released by the court for **a day** or **a** substantial portion of a day is expected to return to duty, provided the return would not cause the employee hardship because of the distance between home, duty station, or the court. When only an hour or two remains in the daily tour, employees should not be expected to return to duty.

## section 4. court Fees

When an absence for jury service is charged to court leave and the employee has accepted court fees, the employee must contact the appropriate payroll office for instructions as to the disposition of court fees.

# **Article XVIII**

## Funeral Leave

### section 1. General.

Consistent with applicable laws and regulations, an employee

shall be granted such funeral leave as is needed and requested not to exceed three (3) workdays without loss of or reduction in pay, leave to which otherwise entitled, or credit for time or service, and without adversely affecting performance or efficiency ratings.

section 2. Granting of Funeral Leave.

Funeral leave shall be granted to allow an employee to make arrangements for, or attend, the funeral or memorial service for an immediate relative who died as the result of a wound, disease or injury incurred while serving as a member of the Armed Forces in a combat zone.

section 3. consecutive Workdays

The three (3) workdays need not be consecutive but, if not, the employee shall furnish the supervisor satisfactory reasons justifying a grant of funeral leave for nonconsecutive days.

Article XIX

Excused **Absence** for Voting

section 1. General.

It is mutually agreed that employees may be excused for a reasonable time, when warranted and when practicable to do so without seriously interfering with operations to vote in any election or referendum within the community. Employees may be excused from duty so as to permit them to report to work three (3) hours after the polls open or to leave work three (3) hours before the polls close, whichever results in the lesser amount of time off.

Section 2. EInplovee Request for Excused Absence for voting.

A request for excused absence for voting will be made not later than five (5) workdays before the election and will be directed to the immediate supervisor so that appropriate plans can be made to reschedule the employee's work.

Article XX

Excused Absence for Blood Donations

section 1. General.

The Parties agree that employees who volunteer as blood donors, without compensation, to the American Red Cross, military hospitals, or other blood banks, or to respond to emergency calls for needy individuals may be excused from work without charge to leave for the time necessary to donate the blood, for recuperation following blood donation and for necessary travel to and from the work site.

section 2. Maximum Excusal **Time**.

The maximum excusal time will not exceed four (4) hours except in unusual cases. When the employee must travel a long distance or when an unusual need for recuperation occurs, up to an additional four (4) hours may be authorized.

## Article XXI

### Facilities

#### section 1. Living quarters.

The Employer agrees to provide adequate living quarters to include areas for eating and sleeping. Additionally, the Employer agrees to provide cooking utensils and equipment, bedding, and lockers. In this regard, the Parties agree that employees will maintain the living quarters in a neat, clean, and orderly manner.

#### section 2. Bulletin Boards.

a. Upon request by the Union, the Employer agrees to make available a 2' by 2' space on the unofficial section of bulletin boards officially designated for posting matters pertaining to employees. This space can be used by the Union for posting notices of meetings, recreational or social affairs, elections, results of elections, or other appropriate literature. All costs incident to reproduction and preparation of the Union's materials shall be borne by the Union.

b. The Union further agrees to publish in one inch letters post and maintain above the Union portion of the bulletin boards the following statement: "A portion of this bulletin board is furnished for the convenience of the Union. The Union is responsible for the materials posted. Management does not vouch for the accuracy or authenticity of the Union information. The posting of material on this bulletin board does not constitute endorsement by Management."

c. The Union, in posting material on designated bulletin boards, agrees that it is fully and solely responsible for the content of the material in terms of accuracy and adherence to ethical standards; that it does not violate any laws or the security of the Employer or contain scurrilous or libelous material or material which maligns the character of the Employer; and that violation of this provision will be grounds for revocation of this privilege for a period of one (1) year. The Union further agrees that it is responsible for the neat and orderly maintenance of this allocated space, including removal of obsolete material. The Director, Civilian Personnel Advisory Center, or designee, reserves the right to post audit these notices and initiate appropriate action where the privilege is abused.

d. The Union recognizes that official time is not authorized for posting of material on bulletin boards.

### section 3. Meeting **Space**.

Upon receipt of a five (5) workday advance notice and whenever practicable, the Union will be afforded space to hold its meetings after duty hours. However, the Union will be responsible for restoring the facilities used to their original state after use. The Union will also be held liable for the content of the building in which the meeting was held.

### section 4. Union Publications

In order to promote and maintain a positive labor-management climate, the Union agrees to print items of mutual interest to the Parties in its official publication. For example, articles promoting the following matters could be published: control of sick leave, productivity, safety practices, cost reduction, energy conservation and Army Ideas for Excellence Program participation.

## **Article XXII**

### Safety

#### section 1. General.

It is understood that the safety of personnel is an Employer responsibility. Further, it is agreed that it is the responsibility of the Employer to provide an adequate safety program.

#### Section 2. Employee **Responsibility**.

The Parties agree that each employee has a primary responsibility for his own safety and an obligation to know and observe safety rules and practices to include the wearing of issued safety equipment as a measure of protection for himself and others and that the failure to wear or utilize issued **safety** equipment and protective clothing may serve as a basis for disciplinary action.

#### section 3. **Union** Obligations.

The Union agrees to encourage each employee to observe safe **work** practices and to wear and properly utilize protective clothing and equipment.

section 4. **Repair and Maintenance of Equipment.**

The Employer agrees that priority attention will be given to the repair and maintenance of motorized fire fighting equipment and vehicles.

Sections. Installation Safety Council.

It is agreed that the Union President (or designee) may serve on the Fort Polk Installation Safety Council.

**section 6. Local Regulations.**

Upon request, the Employer agrees to distribute applicable local regulations relating to the safety of unit employees.

Article **XXIII**

Protective Clothing and Equipment, Uniforms, and Allowances

section 1. Protective Clothing and Equipment.

The Employer agrees to furnish fire fighting protective clothing and equipment, including safety shoes and safety glasses. Sunglasses will only be provided when prescribed by medical authorities.

Section 2. wearing of Protective Clothing and Equipment.

The Union agrees that government issued fire protective clothing and equipment including safety shoes will not be worn by employees while in an off duty status.

section 3. **Turn-in of Protective Clothing and Equipment.**

Excluding prescription safety glasses, all protective clothing and equipment furnished by the Employer will be turned in to the Employer upon the separation or termination of the **employee.**

section 4. uniforms and Allowances.

Employees **will** not be required to **furnish** their own

uniforms. Uniforms must comply with the standard uniform code of the Department of the Army. To help defray the cost of such uniforms, uniform allowances will be provided in accordance with applicable regulations.

Sections. Processing of Requests for uniform Allowances.

The Employer agrees that requests for initial and replacement uniforms allowances will be processed by the Civilian Personnel Advisory Center within five (5) workdays after receipt.

section 6. Devices/Insignia

The Employer agrees to provide badges, collar brass, patches, baseball caps, and name tags to bargaining unit employees in accordance with applicable regulations. Excluding baseball caps, these devices and insignia will remain government property and will be turned in at the termination of service of the employee.

Section 7. T-shirts.

A navy Blue T-Shirt with the Fire Department logo may be worn only while in a work mode around the station performing such physical activities as cutting grass, washing vehicles and trucks or station cleaning activities. The T-Shirt may also have the IAFF logo printed on it. No other T-Shirt may be worn. Further, the T-Shirt may not be the outside garment while serving in any other capacity. The cost will be borne by the employee.

Article **XXIV**

Injury Compensation

Section 1. Notice of Injury (Traumatic/Non-Traumatic)

When an employee sustains an injury or suffers an occupational disease or illness in the performance of duty, the employee or someone acting on his behalf must give a written report to the supervisor on the appropriate form (CA 1 or CA 2) immediately but not later than two workdays following the injury

## section 2. Representation

An employee may be represented on any matter pertaining to an injury in the performance of duty. This representation must be authorized in writing by the employee.

## section 3. Employee Assistance.

The Employer agrees that upon request, the Activity Compensation Coordinator will be made available to assist the supervisor in providing information, guidance and assistance to employees regarding compensation processing procedures and benefits. Additionally, technical assistance may also be obtained from the Civilian Personnel Advisory Center.

## section 4. Filing Procedures.

The Parties agree that all notices of job related injury and subsequent claims for compensation will be forwarded through the Civilian Personnel Advisory Center for certification to the U.S. Department of Labor, Office of Workers' Compensation.

## sections. Access to Records.

An employee, or designated representative, will be permitted to review those documents relating to the employee's claim for compensation which the Office of Workers' Compensation has authorized the Civilian Personnel Advisory Center to make available.

## section 6. Light Duty

It is recognized that light duty determinations are the responsibility of the Employer and that there is no employee entitlement to a light duty assignment. In this regard, the Employer will consider the use of light duty, whenever available, for rehabilitation or other benefits of mutual advantage to the employee and the Employer within applicable regulations and standards.

### **Article XXV**

#### Grooming

## section 1.

### Head Hair.

a. Head hair of Fire Department personnel may be styled as desired. Hair will be kept neat and styled in a fashion so as not to interfere with effective sealing of the self-contained breathing apparatus mask, the nomex hood, and the helmet.

b. The wearing of wigs is authorized for employees in uniform while on duty to cover natural baldness or physical disfigurements. However, wigs must be made of a noncombustible material and must comply with the standards of this Section.

## section 2. Facial Hair

a. Moustaches may be styled as desired. Moustaches will be kept neat and must not interfere with effective sealing of the self-contained breathing apparatus mask.

b. Beards or goatees are not permitted

c. Sideburns may be worn as desired except that they will be neat and must not extend into the seal of the self-contained breathing apparatus mask.

## section 3. uniforms.

All fire fighters must report to duty in the required uniforms. The uniforms must be neat in appearance. Shoes must be shined.

### Article XXVI

#### Merit Promotion

## section 1.

### General.

This Article applies solely to the filling of positions in the unit as defined in Article I, Section 2.

section 2. Employer's Right.

The Union agrees that the Employer has the right to fill a position within the unit from any appropriate source.

section 3. Employee Right to consideration.

When the Employer determines that vacancies in the unit are to be filled by promotion, the Employer agrees that unit employees requesting timely consideration will receive full consideration.

section 4. vacancy Announcements.

The Employer agrees that when vacancies in the unit are to be announced, the announcement will remain open for receipt of requests for consideration for a minimum of ten (10) calendar days. However, when the Command implements the South Central Recruitment Plan, vacancy announcements will remain open for the time period set forth in that plan.

Section 5. Employee Right to Request Consideration in a Leave Status.

Prior to departure on leave or other extended absence, an employee may request, in writing, that his supervisor submit, on his behalf, an application for any placement opportunity that may be announced during such absence. The employee's request must specifically identify the position, title, grade, and organizational location of the position for which consideration is requested.

Section 6. Notice of Receipt of Application

The Employer agrees that any bargaining unit employee who submits a request for consideration for placement or promotion to a position in the bargaining unit will be notified of the receipt of the application by the Civilian Personnel Operation Center, Huntsville, Alabama.

## **Article XXVII**

### Details and Temporary Promotions

#### section 1. Definition.

A detail is a temporary assignment of an employee to a different position or a set of duties for a specified **period**, with the expectation that the employee will be returned to his regular duties at the end of the detail.

#### Section 2. Detail to Higher Graded Positions.

All **details** to higher graded positions will be confined to maximum initial period of 120 calendar days. Competition is required for a detail of more than 120 days to a higher graded position or to a position with promotion potential greater than the employee's present position, unless the employee can be noncompetitively detailed based on an authorized exception to competitive procedures.

#### section 3. Details to Same or Lower Graded Positions.

Details to the same or lower grade positions may be done in 120 calendar day increments for up to one (1) year.

#### section 4. Details to Unclassified Positions.

Details to unclassified positions may be done in 120 calendar day increments for up to one (1) year.

#### Section 5. Temporary Promotions.

When it is known in advance that a detail to a higher graded position will exceed thirty (30) days, the Employer will consider effecting a temporary promotion.

#### Section 6. competitive Procedure.

A detail to a higher graded position for more than 120 calendar days must be made under competitive procedures. Temporary promotions over 120 calendar days will be processed under competitive procedures.

#### section 7. Documentation.

A detail for less than thirty (30) days to a higher graded

position, set of duties, or a position with promotion potential will be recorded on a memorandum and included in the **employee's** Official Personnel Folder. Details in excess of thirty (30) calendar days will be processed on a PERSACTION.

## Section 8. Selection for Detail

Selection for details will be based on the needs of the Employer and the abilities of employees.

### Article **XXVIII**

## Section 1. Definition.

### Reduction in Force

A reduction in force (RIF) to which the provisions of this Article applies occurs when it becomes necessary to release a competing employee from his competitive level by furlough for more than 30 days, separation, demotion, or reassignment requiring displacement, when the release is required because of a lack of **work**; shortage of funds; insufficient personnel ceiling; reorganization; the exercise of reemployment rights or restoration rights; or reclassification of an employee's position due to erosion of duties when such action will take effect after a formal announcement of a reduction in force in the employee's competitive area and when the reduction in force will take effect within 180 days.

## Section 2. Employer Rights.

The Employer retains the right to determine the categories within which positions are required, where they are to be located, and when they are filled, abolished, or vacated. This includes determining when there is a surplus of employees at a particular location in a particular line of work.

## Section 3. Notification to the Union.

The Employer agrees to provide the Union advance information of impending reductions in force immediately after any restrictive classification is lifted and prior to local publicity, unless the announcement is made by the Department of the Army prior to notifying the Employer.

## Section 4. Confidentiality of Information

The Union agrees that the advance information provided will not be released until affected employees are informed by the Employer.

#### Section 5. Status ~~Updates~~

The Director, Civilian Personnel Advisory Center, or designee, will provide the Union a follow-up briefing regarding the reasons for the RIF, the approximate number and types of positions affected, and the approximate date of the action at the earliest practicable date after such information is available.

#### section 6. **union** Obligation.

The Union agrees to make its views known to the Employer regarding the impending RIF within five (5) calendar days following the briefing referenced in Section 5 above. The Employer agrees to consider the Union's views.

#### Section 7. Employer/Union cooperation

The Union agrees to join the Employer in promoting the understanding of RIF actions and minimizing the adverse impact on employees affected.

#### Section e. Grievances

An employee may grieve a RIP action for any of the reasons:

- a failure to **follow RIF** procedures
- b. improper release from competitive level; or
- e denial of bumping/retreat rights.

Article **XXIX**

Classification

#### Section 1. **oral Classification** COJ11Plaint.

An employee may file an oral classification complaint requesting a review of the pay category, title, series, or grade of his position. An employee may make an oral classification complaint at any time; but it must relate to the official position currently occupied, as shown on the Standard Form 50 (Notification of Personnel Action). The complaint must be

presented to the employee's supervisor. The basis on which the position was evaluated will be discussed and explained to the employee.

section 2. use of **oral** Classification Complaints  
Procedure

Employees are encouraged to file an oral classification complaint prior to filing a position classification appeal.

### section 3. Position Classification Appeals.

An employee may file a position classification appeal, with the Office of Personnel Management, requesting a change to the official pay category, title, series, or grade of his position.

### Section 4.

#### Right to Representation - oral Classification Complaint or Position Classification Appeal

An employee may be represented in presenting an oral classification complaint or a position classification appeal. However, an employee who requests an audit to resolve specific aspects of his official job description may have a representative present at the audit when all of the following conditions are met.

a. The Director, Civilian Personnel Advisory Center, or his representative, must believe that the resolution of the question may affect the pay category, title, series or grade of the position.

b. The accuracy of the official job description of record must have been specifically questioned.

c. The employee must specifically request, in writing, the **presence** of a representative.

### Sections. **Right** to Representation - Job Audit.

An employee does not have the right to representation on job audits initiated by the Employer unless the conditions of Section 4 of this Article are met.

### section 6. Authority of Employer.

The presence of an employee representative does not affect the authority and responsibility of the Employer to prescribe prospectively the duties and responsibilities assigned to each civilian position and to make the evaluation determinations required.

### section 7. Position Classification and Job Grading standards.

Employees may schedule an appointment with the Civilian Personnel Advisory Center to review Office of Personnel Management, Position Classification and Job Grading Standards, for the position to which officially assigned.

## Section 8. Employee Right.

The right to file a position classification complaint or appeal without fear of restraint, prejudice, or reprisal is retained by all employees.

### Article XXX

#### Employee Development

### Section 1.

#### General.

The Employer and the Union agree that training needs will be discussed with each employee. Training is an inherent part of the work situation and is the responsibility of the Employer. The Employer has the right to determine the training needs of the employee to help develop the competencies needed to assure effective employee performance on the job.

#### section 2. Job Induction.

The Employer and the Union agree that job induction will be provided to all new employees to assist the employees to understand the job and work environment.

#### section 3. Training Aids.

Based upon work load and funds availability, the Employer agrees to have available training aids for skills development that are determined necessary by the Employer.

#### Section 4. Selection for Training.

Employees shall be given equitable consideration in selection to attend training courses that are beneficial to the job, based upon workload and availability of funds. Applications for courses will be processed without delay. Notification of approval or disapproval will be made to the employee at the earliest practicable date.

#### Section 5. Facilities.

Subject to available resources, the Employer agrees to provide appropriate facilities to support approved training exercises.

section 6. On-the-job Instruction.

An employee assigned duties in which he has had no previous experience shall be provided on-the-job instructions. The Employer will determine the duration of the on-the-job instructions to achieve the skill level required to effectively perform the duties of the position.

section 7. Training Opportunities.

The Union will be provided copies of all Civilian Personnel Bulletins announcing training opportunities.

**Article XXXI**

Union Training Sessions

section 1.

General.

Recognized officers and representatives of the Union may be excused without charge to leave in conjunction with attendance at Union sponsored training provided such training is of mutual concern to the Employer and the Union and the Employer's interests will be served by the officer/representative's attendance.

**section 2. Excused Absence.**

Excused absence will be authorized to cover only those portions of a training session that meet the criteria in Section 1 of this Article and will not exceed eight (8) hours per calendar year for any individual. Exceptions to this policy may be made on a case by case basis upon mutual consent.

**section 3. Request for Excused Absence.**

Requests for excused absence must be received by the Director, Civilian Personnel Advisory Center, or designee, at least five (5) workdays in advance of the training session and must be accompanied by sufficient documentation as will permit an evaluation of the Union sponsored training program against the foregoing criteria. It should be noted that not more than two (2) employees may be granted excused absence under this provision at a time.

## Article XXXII

### Contractual Work

#### Section 1. Employer Right.

The Employer retains the right to make determinations with respect to contracting out as provided in Section 7106 of Title VII and Article II of this Agreement.

#### Section 2. Employer Obligation.

The Employer agrees to comply with existing Department of the Army requirements pertinent to contracting out.

#### Section 3. Union Notification.

Subject to security measures, the Employer agrees to advise the Union of all proposed contracts which will result in separation and/or reduction in grade of employees of the bargaining unit when such information is available to the Employer.

#### Section 4. **union** Participation.

a. It is agreed that since it is to the Employer's advantage that the statement of work during commercial activity reviews be as accurate as possible, the Union will be given the opportunity to review it for thoroughness. Comments must be provided within ten (10) calendar days after receipt and will be carefully considered by the Employer. The Employer is not obligated, however, to revise the statement of work to incorporate the Unions's comments if in the Employer's opinion they would not improve the statement of work. It must be noted that this provision applies only to commercial activity reviews within the bargaining unit.

b. It is further agreed that the invitation to comment on the statement of work does not extend to any other aspect of the decision making process (e.g., the terms and conditions of the solicitation and the preparation of cost data). Further, the invitation to comment is strictly for the benefit of the Employer to help make decisions and does not infringe upon the Employer's right to make decisions about contracting out.

#### Sections. Contracting Out Decisions.

The Union will be advised of contracting out decisions

Article **XXXIII**

Travel and Subsistence

section 1.

General.

Travel and subsistence shall be in accordance with applicable rules and regulations.

section 2.    Advance Notice

Employees required to perform temporary additional duty involving travel will be given as much advance notice as conditions permit.

section 3.    compensation.

Employees traveling on official business will perform such travel and be compensated for it in accordance with applicable laws and regulations.

Article **XXXIV**

**Interpretation of the Agreement**

section 1.    Contract Administration Training

The Union agrees to indoctrinate its officers and representatives in the understanding and spirit of the Agreement recognizing the mutual benefits to be derived from the constructive observance of its provisions.

Section 2.    contract Administration/Application Disputes.

Should any dispute arise concerning the interpretation or application of this Agreement, representatives of the Parties shall make an earnest effort to resolve the matter through consultation and discussion.

## Article XXXV

### Publication of the Agreement

It is agreed that the Union and the Employer will equally share the initial cost of printing and distributing fifty (50) copies of the Negotiated Agreement. Upon request, the Employer will furnish a maximum of ten (10) extra copies at no cost to the Union. Additional copies requested will be provided to the Union at the cost of publication.

## Article XXXVI

### Dues Withholding

#### Section 1.

##### General

The Union and the Employer agree that any eligible employee who is assigned to duty and "included" in the bargaining unit as defined in Section 2, Article I, of this Agreement and who is a member in good standing of the Local, may authorize an allotment of pay for the payment of **dues** for membership, provided:

a. The employee continues his employment in the unit for which exclusive recognition has been granted.

b. The employee has voluntarily submitted a request for **such** allotment of pay.

c. The employee receives a regular amount of pay for each pay period and the net salary after other legal and required deductions is regularly sufficient to cover the allotment.

#### Section 2. union Responsibilities.

The Union shall be responsible for:

a. Informing and otherwise educating its members about the program for the withholding of Union dues.

b. Assuring that all allotments for Union dues are voluntary on the part of eligible employees who are members of the Union.

c. Procuring Standard Form 1187 (Request for **Payroll** Deductions for Labor Organization Dues), distributing it to its members, informing them as to its use and availability,

certifying as to the amount of dues, and submitting completed forms through the Civilian Personnel Advisory Center, Fort Polk, Louisiana, to the appropriate payroll office.

### section 3. Employer Responsibilities.

The Employer shall be responsible for maintaining a supply of the Standard Form 1188 which is to be used for revoking allotments and making this form available to eligible employees upon request.

### Section 4. Dues. Changes. and Fees.

a. The amount of dues certified to be withheld from an employee's salary will remain unchanged until the authorized Union official has certified that the amount of dues is to be changed.

b. Authorizations received in the payroll office will be effective in the next regular biweekly pay period and biweekly deductions will continue in effect until the allotment is terminated in accordance with the provisions of this Article.

c. The amount to be deducted each biweekly pay period is for dues only. No other deductions are authorized. If the amount of dues to be deducted is changed by the Local, the appropriate payroll office will be notified in writing of the new amount and the effective date. The notice will be submitted through the Civilian Personnel Advisory Center. Changes in the amount of dues to be deducted will not be made more than once every twelve (12) months.

d. The Union will not be charged a fee for dues withholding.

e. The dues collected will be remitted to the Secretary Treasurer, Local F-215, International Association of Fire Fighters, Fort Polk, Louisiana 71459. Each remittance will be accompanied by a statement in duplicate containing the following information:

identification of the installation

pay period date;

identification of the local;

(4) names of members for whom deductions were made and the amount of each deduction;

(5) total amount withheld each pay period; and

(6) net amount remitted.

#### Section 5. Limitation and Termination.

a. The common anniversary date for dues revocation is the first full pay period on or after 1 September.

b. An employee may at any time submit a revocation of his allotment; however, the revocation may not be effective for a period of one (1) year from the date the allotment was first made. Subsequently, an individual's revocation may be submitted at any time but will not become effective until the next anniversary date, the first full pay period on or after 1 September.

c. The revocation should be made on a Standard Form 1188. It is the employee's responsibility to see that his written revocation is received in the appropriate payroll office on a timely basis. The employee's signed request for the revocation of his dues allotment will be accepted even though not submitted on the Standard Form 1188.

d. The Local will notify the appropriate payroll office within five (5) workdays when an employee with a current allotment ceases to be a member in good standing. The appropriate payroll office will terminate the allotment upon receipt of this information.

e. An allotment shall be terminated when the employee leaves the unit as a result of any type of separation, transfer or other personnel action (except detail); when this Agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DOD; or when the employee has been suspended or expelled from the labor organization.

f. The allotments of all employees who are members of the Local will be terminated **when** the Local loses eligibility for exclusive recognition under the provisions of Title VII.

g. Upon the expiration of this Agreement, the dues withholding arrangement outlined in this Article will be terminated, unless the parties mutually agree to continue it.

#### section 6. Indemnification Clause.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of

liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

**Section 7.     Refund of unauthorized Deductions.**

After notification by the Employer or the employee, the Union will be responsible for refunding any unauthorized or excess payments either to the Employer or the employee whichever is required.

**Article XXXVII**

Interpretation of Regulations

**section 1.     Procedure.**

Questions involving the interpretation of regulations will be resolved in the following manner:

a. Upon receipt of a grievance and upon agreement that the sole issue is the interpretation of a regulation or policy, the Employer (normally the Director, Civilian Personnel Advisory Center) will compile a record of facts bearing on the case including citation of the grievance and any other supporting material.

b. The aggrieved and the aggrieved's representative will be given the opportunity to review this submission and to submit written comments to be included as part of the record. The Union agrees that comments for inclusion in the record shall be provided to the Director, Civilian Personnel Advisory Center, or designee, not later than ten (10) calendar days after the review of the record. The comments of the aggrieved, the aggrieved's representative, or the Union shall be included in the record forwarded to the interpreting authority. Failure to receive comments on a timely basis will result in the dispatch of the record of facts without inclusion of the comments of the aggrieved, the aggrieved's representative, or the Union.

c. The record of facts will be forwarded through command channels to the proponent of the regulation or policy for official interpretation. If a response has not been received within thirty (30) calendar days from receipt by the proponent of the regulation, the follow-up request will be jointly prepared by the Parties. Subsequent follow-ups will be jointly made at fifteen (15) calendar day intervals thereafter until a response

has been received. In no instance will the processing of the grievance be delayed beyond sixty (60) calendar days unless the Parties mutually agree otherwise.

d. Upon receipt of the official interpretation, the aggrieved or the aggrieved's representative will be notified in writing by the Employer and provided a copy of the official interpretation. Additionally, ten (10) calendar days after receipt of the official interpretation by the aggrieved or the aggrieved's representatives, the Parties shall meet to **review** the interpretation and attempt to resolve the matter giving rise to the grievance. If, however, the interpretation is still questioned by the aggrieved party, the matter may then be pursued through the grievance procedure.

## section 2. use of Procedure.

No interpretation issue will be referred for an official determination under this procedure unless it is clear that the sole issue is the interpretation of a regulation or policy. In this regard, referral will be made on those issues where the answer is applicable to an employee or Union grievance concerning the question of interpretation of any law, regulation or policy. The interpretation of its regulations by the proponent will be binding on all Parties.

## **Article XXXVIII**

### Grievance Procedure

#### Section 1. Purpose.

The purpose of this Article is to provide for a mutually acceptable method for the prompt and equitable settlement of grievances.

#### Section 2. Exclusive Procedure.

The grievance procedure agreed upon herein shall be the sole procedure available to the Employer, the Union, and bargaining unit employees for the consideration of grievances. In this regard, the Union and the Employer agree that issues which can properly be raised under this procedure shall not be raised under the provisions of Section 7116 of Title VII.

### section 3. Employee Grievance.

For the purpose of this Agreement, an employee grievance is defined as any complaint concerning any matter relating to the employment of the employee; or concerning either an alleged breach or misapplication of the Negotiated Agreement or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

### section 4. union Grievance.

A Union grievance is defined as any complaint concerning any matter relating to the employment of an employee **where** no form of relief that is personal to the employee is appropriate; or concerning either an alleged breach or misapplication of the Negotiated Agreement or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

### Sections. Employer Grievance

An Employer grievance is defined as any complaint concerning either an alleged breached or misapplication of the Negotiated Agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

### Section 6. Matters Not covered.

The following matters are specifically excluded from coverage under this procedure:

- a. any matter involving the termination of temporary limited, or term employees;
- b. any matter involving the separation of probationary employees;
- c. any claimed violation of prohibited political activities;
- d. any matter relating to retirement, life insurance, or health insurance;
- e. any matter relating to a suspension or removal for National Security reasons;
- f. any matter involving examination, certification, or appointment;

- g. any matter involving the classification of any position which does not result in the reduction in **grade** or pay of an employee;
- h. nonselection for placement or promotion;
- i. proposed disciplinary actions;
- j. matters for which no form of personal relief to the employee is appropriate;
- k. nonadoption of Army Ideas for Excellence initiatives or **disapproval** of honorary or discretionary awards;
- l. any matter involving the termination of temporary promotions;
- m. complaints concerning EEO matters;
- n. a requirement to submit to a **fitness** for duty examination;
- o. any matter involving issues not subject to the control of the Employer;
- p. any matter which has been raised in **whole** or in part as an unfair labor practice.

#### section 7. Grievability

Disputes as to whether a matter is grievable under the provisions of this Agreement, if not resolved by the Parties, will be referred to arbitration as provided in Article XXXIX of this Agreement as a threshold issue.

#### Section 8. Informal Resolution of Grievances.

a. The Employer and the Union recognize that most grievances arise from misunderstandings or disputes which can be properly or satisfactorily resolved on an informal basis at the immediate supervisory level. Accordingly, the Employer and the Union agree that every effort will be made to settle each grievance or complaint at the lowest level possible.

b. In keeping with this principle of grievance or complaint resolution at the lowest level possible, the Union agrees that all issues of concern to them will be raised with the appropriate officials of the Employer before they are raised outside the authority of the Employer. The Employer will be given not more than twenty-five (25) workdays to resolve any matter raised under this provision.

## section 9. The Effect of Grievances.

Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his performance, loyalty, or desirability to the organization. Similarly, the occurrence of an occasional grievance will not be construed as reflecting unfavorably on the quality of supervision or general management of the organization.

## section 10. use of Negotiated **Grievance** Procedure.

### a. union Obligation

The Union agrees that it has an obligation to inform employees when the Union believes that the employee's grievance may be without merit.

### b. Choice of Procedures

The Union further agrees to encourage bargaining unit employees to utilize the negotiated Grievance Procedure when employees have a choice of procedures under the provisions of Section 7121 of Title VII. In any case, the employee shall be deemed to have exercised his option at such time as the employee timely initiates an action under the applicable statutory procedure or timely files a grievance in writing under the negotiated Grievance Procedure contained in this Article, **whichever** should occur first.

## Section 11. Representation.

### a. Employees Electing Union Representation.

An employee or group of employees desiring representation when filing a grievance under the negotiated Grievance Procedure may be represented only by the Union. This does not preclude an employee or group of employees from consulting with a personal representative.

### b. Employees Not Electing union Representation

An employee or group of employees choosing to represent themselves may present such grievances to the Employer and have them adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement and the Union has been given an opportunity to be present during the proceedings.

c. Prohibited Reprisal.

In exercising the right to present a grievance, employees and their representatives shall be unimpeded and free from restraint, coercion, discrimination, or reprisal.

section 12. Class Grievances.

If two (2) or more unit employees request Union representation in pursuing substantially identical grievances under the grievance procedure, the Union will select one grievant and one representative to pursue the grievance, provide a list of the other grievants concurrent with the initiation of Step One of the grievance procedure, and be bound in all cases by the outcome of the grievance selected. 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 13. Format for Written Grievances and Decisions.

To assure that sufficient information is provided to the Union, employees, and the Employer **when** utilizing the grievance procedure outlined herein, forms provided by the Employer will be utilized when submitting a grievance or a grievance decision. These forms may be modified upon mutual consent of the Parties without reopening the Agreement. Employee grievance forms may be obtained from supervisors, the Civilian Personnel Advisory Center, and Union representatives and officers.

section 14. Employee Grievance Procedure.

a. This procedure is designed to facilitate the prompt and equitable settlement of employee grievances. To enhance the principle of grievance resolution, the full scope of issues of concern to the employee will be clearly formulated and presented in writing at Step One of this procedure and will not be expanded as the grievance progresses through the procedure.

b. When presenting a grievance under this procedure, the aggrieved will initiate the grievance at Step One unless the Parties mutually agree to initiate the grievance at a higher step or other provisions of this Agreement dictate otherwise.

Step one.

(1) The employee and representative, if any, will submit a written grievance to the Fire Chief, or designee, within ten (10) calendar days of the date the employee could have

reasonably become aware of the incident or decision giving rise to the grievance. Representation, if desired will be provided by the Union representative.

(2) The written grievance will be submitted on the form shown at Appendix A of this Article and will contain the employee's name, position, organization, a detailed description of the matter being grieved, the relief sought, identification of representative, and the employee's signature and date.

(3) Within five (5) employee working shifts after receipt of the written grievance, the Fire Chief, or designee, will meet with the grievant and representative. A representative of the Civilian Personnel Advisory Center (CPAC) may also be in attendance if either Party so desires.

(4) Within ten (10) calendar days after the meeting, the Fire Chief, or designee, will issue a written decision. The decision will be prepared on the form shown at Appendix B of this Article.

**c. Step Two**

(1) If the grievance is not resolved at Step One, the grievant will submit a written notice of failure to resolve the grievance on the form shown at Appendix C of this Article to the Civilian Personnel Advisory Center, within five (5) calendar days after receipt of the Step One decision.

(2) The Civilian Personnel Advisory Center, will forward the written notice along with the grievance, and written decision (grievance package) to the appropriate Deciding Official, or designee, within two (2) calendar days after receipt.

(3) Within five (5) employee working shifts after receipt of the grievance package, the Step Two Deciding Official, or designee, will meet with the grievant and representative. A representative of the Civilian Personnel Advisory Center may also be in attendance if either Party so desires.

(4) Within five (5) calendar days after the meeting, a written decision will be issued. The decision will be prepared on the form shown at Appendix B of this Article.

**d. step Three.**

(1) If the grievance is not resolved at Step Two, the grievant will submit a written notice of failure to resolve the grievance on the form shown at Appendix C of this Article to the Civilian Personnel Advisory Center, within five (5) calendar days after receipt of the Step Two decision.

(2) The appropriate Step Three Deciding Official, or designee, will review the grievance package and obtain any facts relevant to the grievance which may include meeting with the aggrieved and representative and issue a written decision within fifteen (15) calendar days.

#### section 1s. union Grievance Procedure.

A Union Grievance shall be submitted in writing and shall provide the same specificity of information required of an Employee Grievance by the Union President or his designee within fifteen (15) calendar **days** of the date he became **aware** of the incident or decision giving rise to the grievance. The Garrison Commander, or designee, will meet with the Union President, or designee, within fifteen (15) calendar days of receipt of the written grievance to discuss the grievance. The Garrison Commander will inform the Union President, or designee, of his decision in writing within fifteen (15) calendar days after the meeting.

#### Section 16. Employer Grievance Procedure

An Employer grievance shall be submitted by the Garrison Commander, or designee, in writing to the Union President within fifteen (15) calendar days of the date he became aware of the incident or decision giving rise to the grievance. The Union President will meet with the Garrison Commander, or designee, within fifteen (15) calendar days of receipt of the grievance and attempt to resolve the dispute. The Union President will notify the Garrison Commander, or designee, of his decision in writing within fifteen (15) calendar days of the meeting.

#### Section 17. Failure to Achieve Resolution.

In the event satisfactory resolution of the grievance is not **achieved** through the proceedings outlined in Sections 14, 15, and 16 of this Article, the Union or the Employer may, within ten (10) calendar days of the final decision, serve notice to the other to have the grievance settled by arbitration through the procedure in Article **XXXIX**. The right of employees to present their own grievances does not extend to invoking arbitration.

#### Section 18. Grievance Resolution.

If a satisfactory settlement is reached at any Step under Sections 14, 15, or 16 of this Article, the Party or employee initiating the grievance will sign the statement shown at Appendix D indicating that the grievance has been resolved satisfactorily. The agreed upon settlement is binding on all Parties provided it does not conflict with applicable law,

regulations, and provisions of this Agreement. Once a settlement has been reached in a particular case, the same issue involving the same facts may not be raised either under this grievance procedure or an unfair labor practice complaint.

### Section 19. Time Limits.

In processing a grievance, the time limits will be strictly observed by both Parties. However, if mutually agreed upon by the Parties, a written request for an extension of the time limits may be granted in unusual circumstances. Such a request may be initiated by either Party and will be acknowledged in writing by all concerned. Failure of the Employer or the Union to observe the time limits shall entitle the other Party to advance the grievance to the next step or stage. Failure by the aggrieved or the Union on behalf of the aggrieved to present his grievance within the time limits at any step in this Article will result in termination of the grievance and it will be returned to the aggrieved **with** the reason for its termination.

### section 20. Termination of Grievance.

A grievance under the negotiated Grievance Procedure **will** be terminated and returned without action under the following conditions:

- a. when the grievant requests it in writing;
- b. when the matter grieved is not covered by the scope of the procedure;
- e when the relief sought has been granted;
- d. when an Employee Grievance has not been signed by the grievant; or
- e. when the employee is no longer employed in the bargaining unit, unless the grievance involves a removal action under Article XLI or Article XLII, Discipline or Adverse Actions and Actions Based on Unacceptable Performance, or involves a question of pay.

**Article XXXVIII - Appendix A**

Employee Grievance

1. Name of Aggrieved

2. Position Title and Grade

3. Organization

4. Nature of Grievance. (Describe in detail the matter being grieved and the informal attempts made to resolve the matter. Include dates, times, places, and individuals involved. Indicate what provision(s) of the Agreement or regulation you feel have been violated, if any. Additional pages may be used and documentation attached as necessary.)

5. Personal Relief Sought

6. **Name** of Union Representative

41 Employee Signature

Date

Article XXXVIII - Appendix B

Decision on Grievance

To: (Grievant)

From: (Deciding Official)

Decision on Grievance

Date Grievance Received

If this decision does not serve to resolve the employee's grievance, the matter may be pursued to the next step within five (5) calendar days of the grievant's receipt of this decision.

Signature

Date

If this decision does not serve to resolve the employee's grievance, the matter may be pursued to the next step within five (5) calendar days of the grievant's receipt of this decision.

**5. SIGNATURE**

Date

Article **XXXVIII** - **Appendix C**

Notification of **Failure** to Resolve Grievance

4. Name of Aggrieved
5. Position Title and Grade
6. Organization

This is to advise that my grievance submitted on \_\_\_\_\_ at Step \_\_\_\_\_ has not been resolved to my satisfaction (Encl 1). Accordingly, I wish to advance my grievance to Step. The specific aspect(s) of my grievance which remains unresolved is:

7. P

**Article XXXVIII - Appendix D**

**Grievance Resolution**

This is to certify that the Employee/Union/Employer  
Grievance submitted on \_\_\_\_\_ has been resolved to  
the satisfaction of the aggrieved Party.

Aggrieved Party

Date

## Article XXXIX

### Arbitration

#### Section 1. General.

If the Employer and the Union fail to settle a grievance processed under the negotiated Grievance Procedure, either Party may, within ten (10) calendar days after receipt of the final decision, notify the other Party in writing of its intent to invoke arbitration.

#### section 2. Arbitrability.

Disputes as to whether a matter is arbitrable under the provisions of this Agreement, if not resolved by the Parties, may be referred to arbitration as provided in this Article. However, if the specific relief requested has been granted, the issue regarding the grievance is not arbitrable.

#### section 3. Request for Panel of Arbitrators.

Within ten (10) calendar days after receipt of a notice of intent to arbitrate, the Parties shall jointly submit a request for a list of at least seven (7) impartial persons qualified to act as arbitrators to the Federal Mediation and Conciliation Service (FMCS).

#### section 4. Selection Procedures/Issues Framing/Fact Stipulation.

Within five (5) workdays after receipt of the list of arbitrators, the Parties shall meet for the purpose of  
(a) selecting an arbitrator; (b) framing the issue(s); and  
(c) stipulating the facts.

##### a. selection Procedure

If the Parties are unable to agree upon one of the listed arbitrators, the Employer and the Union will each strike one arbitrator's name from the list and repeat this procedure until only one name is left, who shall be the duly selected arbitrator. The method for determining who strikes first shall be by coin toss. The official who selects the face up side of the coin shall make the first strike. If for any reason either Party refuses to participate in the selection of an arbitrator and all requirements for arbitration in the Agreement are satisfied, the FMCS shall be empowered to make a direct designation of an arbitrator.

b. Issue Framing.

If agreement can be reached, the issue(s) to be arbitrated, the Articles and Sections of the Agreement, regulations or statutes alleged to have been violated, a copy of the Agreement, the written grievance from each step, and the written decision form each step will be forwarded to the arbitrator upon the confirmation of his appointment. If the Parties do not agree, either Party may forward a separate brief to the arbitrator upon the confirmation of his appointment. In this case, the arbitrator will then determine the issue(s) to be arbitrated. Further, upon the filing of a brief each Party is responsible for simultaneously serving a copy upon the other.

c. Fact Stipulation

Additionally, facts which can be mutually agreed to **will** be stipulated by the Parties and forwarded to the arbitrator along **with** the above information.

sections. Pre-Hearing conference

a. Not later than one (1) workday prior to the conduct of an arbitration hearing, the Parties shall conduct a pre-hearing conference.

b. During the pre-hearing conference the Parties will

(1) attempt to agree on the issue(s) to be arbitrated if agreement has not been otherwise reached;

(2) attempt to enter into joint stipulations regarding matters of fact if agreement has not been otherwise reached; and

(3) exchange and mark joint exhibits

Section 6. Scope of Authority.

The arbitrator is empowered to rule on the interpretation and application of this Agreement. However, the interpretation of regulations provided by the proponent of the regulation will be binding upon the arbitrator. The arbitrator shall have no power to add to or subtract from, disregard, or modify any of the terms of this Agreement and the award must be consistent with all pertinent laws and regulations of higher authority. The arbitrator shall have no authority to substitute his judgement for that of the Employer and shall be limited to deciding whether the facts established by the Parties justify the action of the Employer as being within the reasonable exercise of the Employer's discretion.

## section 7. costs.

The arbitrator's fee, expenses of arbitration including stenographic assistance, cost of transcript, cost of arbitrator's travel expenses and per diem shall be borne equally by the Employer and the Union. The arbitration hearing will be held in facilities made available by the Employer during the regular day shift hours (0800-1630), Monday through Friday insofar as to is practicable. However, each Party will be responsible for the costs of preparation and presentation of its case.

## sections. Duty status.

The aggrieved, the aggrieved's representative, and witnesses approved by the arbitrator, who are otherwise in a duty status, shall be excused from duty to participate in the arbitration hearing without loss of pay or charge to leave.

## section 9. Timeliness.

The arbitrator will be requested by the Parties to render his decision promptly.

## section 10. Exceptions

The arbitrator's decision will be binding on the Parties. However, either Party may file exceptions to the arbitrator's award in accordance with applicable regulations. When an exception is filed, implementation of the arbitrator's award is stayed until such time as a decision is rendered.

## section 11. Applicability

The provisions of this Article shall not be applicable to probationary employees or employees serving under time limited or term appointments.

## section 12. Withdrawal of Request for Arbitration

The Party initiating a request for arbitration may request withdrawal of the request at any time. Similarly, an aggrieved employee who withdraws his grievance also results in the withdrawal of a request for arbitration. Such action by the Parties or the aggrieved is binding on all Parties and therefore, should be done prior to the selection of an arbitrator. In such cases, the decision rendered by the Deciding Official shall be accepted as final unless it has been subsequently modified and transmitted to the aggrieved.

## Section 13. Ex Parte communications.

All communications directed to the arbitrator regarding the merits of a case must be in writing. A copy of any such communication will be simultaneously served on the other Party. The arbitrator will not accept or initiate ex parte communications concerning the merits of the case with either Party.

### **Article XL**

#### Performance Evaluation

##### section 1.

###### General.

The provisions of this Article apply to bargaining unit employees occupying bargaining unit positions.

##### section 2. Employer Rights.

The establishment of Performance Plans as well as the establishment and content of Performance Standards, the identification of individual job expectations and objectives, and the determination of the definitions of overall Performance Rating levels are retained rights under Title VII, Section 7106(a)(2)(a) and (b) and are not negotiable, grievable or arbitrable.

##### section 3. Performance Plans.

For the purpose of this Agreement, a performance plan is defined as the written record of performance related expectations.

##### section 4. Development of Performance Plan.

The Employer will develop and issue a performance plan for each bargaining unit employee assigned to a bargaining unit position for 120 calendar days or more.

##### Section 5. Employee Participation.

Employees are encouraged to participate in the development of performance plans. However, final decisions will be made by the Employer.

## section 6. communication of Performance Plans

Performance plans will be discussed with employees and communicated to the employee in writing within thirty (30) calendar days of the beginning of the rating period and when plans are revised during the rating period.

## section 7. Employee civilian Evaluation Report.

After the rating period ends, employees will be given an Civilian Evaluation Report. The rating will be written and timely discussed with the employee.

## **Section 8. Evaluation of Employee Performance.**

Employees will be evaluated fairly comparing results achieved with performance plans.

## Section 9. Employee Authentication of Civilian Evaluation Report.

An employee's signature on a Civilian Evaluation Report does not necessarily indicate agreement with the performance rating. It indicates the date the employee was notified officially of the overall performance rating level assigned.

## section 10. Merit Promotion Appraisals.

The provisions of this Article do not apply to appraisals required under the Merit Promotion and Placement Plan, JRTC and Fort Polk Regulation 690-11.

## **Article XLI**

### **Discipline**

#### section 1.

##### General.

It is agreed that the most effective means of maintaining discipline is through Employer and Union promotion of cooperation, of sustained good working relationships, and of the self-discipline and responsible performance expected of mature employees. In those cases where disciplinary action becomes necessary, the disciplinary measures taken should have a corrective effect. Accordingly, disciplinary action will be

taken for the purpose of correcting offending employees and problem situations and maintaining discipline and morale among other employees.

## **section 2. Types of Disciplinary Actions.**

a. Informal disciplinary actions are actions such as oral admonitions or warnings and are generally taken in situations of a minor nature involving unacceptable behavior.

b. Formal disciplinary actions consist of written reprimands, suspensions, demotions, and removals and will be taken only for just cause. By way of an illustration, but not by way of limitation, just cause will be considered to exist for any act of commission or omission which interferes with or affects in any way the orderly and efficient administration or operation of Fort Polk, any violation of this Agreement, any violation of a rule, regulation, or requirement, whether or not written, which is known to the employee or should be known, and off-duty behavior which adversely affects the reputation or the effectiveness of Fort Polk as a public employer.

## **section 3. Procedures.**

Disciplinary actions will be processed in accordance **with** applicable regulations and employees shall be afforded all **rights** and privileges provided therein, unless specifically abridged by the terms of this Agreement.

## **section 4. Representation.**

a. Following notification of a proposed disciplinary action, a unit employee is entitled to be represented by a person of choice. However, if a grievance is filed under the terms of **this** Agreement over the propriety of a formal disciplinary action, the unit employee may be represented by himself or the Union.

b. An extra copy of the notice of proposed disciplinary action and the notice of decision will be furnished to the employee which may be given to the employee's representative.

## **sections. Grievances**

Grievances contesting the propriety of formal disciplinary actions may be filed by the affected employee not sooner than the employee's receipt of the notice of decision but not later than five (5) calendar days after the effective date of the action or

return to duty from suspension. The grievance will normally be initiated at Step Two of the negotiated Grievance Procedure. Employees may not grieve notices of proposed disciplinary action

#### **section 6. Temporary Employees.**

It is recognized that employees serving on temporary limited or term appointments with definite time limitations or intermittent appointments are employed solely for the purpose of meeting a temporary or intermittent need and are not entitled to the full job protection rights afforded to permanent employees. Specifically, grievances filed by or on behalf of temporary, limited or term or intermittent employees will not be subject to the negotiated Grievance Procedure.

#### **section 7. Standard of Proof**

Pursuant to the provisions of Section 7701(c) (1) (A) of the Civil Service Reform Act, the standard of proof in the case of an action based on unacceptable performance is that it must be supported by substantial evidence. Further, pursuant to the provisions of Section 7701(c) (1) (B) the standard of proof in any other case must be supported by a preponderance of the evidence.

#### **Section 8. Procedural Error.**

Disciplinary actions may be set aside on the basis of a procedural error only upon a showing that a "harmful error" was committed in the application of disciplinary procedures. A "harmful error" is defined as an error that, if absent or cured, might have caused the Employer to reach a conclusion different than the one reached.

### **Article XLII**

Adverse Actions and Actions Based on Unacceptable Performance

#### **Section 1. Definitions.**

##### **a Adverse Actions**

Adverse actions are defined as actions of removal, suspension for more than fourteen (14) days, reduction in grade or pay or furlough for thirty (30) days or less as identified in Section 7512 of the Civil Service Reform Act.

b. unacceptable Performance Actions.

Unacceptable performance actions are actions of removal and reduction in grade for unsatisfactory performance processed pursuant to Section 4303 of the Civil Service Reform Act.

**section 2. Notice of Proposed Actions.**

a. Adverse Actions.

Except when circumstances dictate otherwise, employees will be provided a thirty (30) day advance written notice of a proposed adverse action. The notice will specify the reason(s) for the proposed action.

b. Unacceptable Performance Actions.

Employees will be provided a thirty (30) day advance written notice of reduction in grade or removal. The notice will specify the instances of unacceptable performance.

**Section 3. Employee Right.**

An employee may either appeal an adverse action or unacceptable performance action through the negotiated Grievance Procedure or use the statutory procedure. When an employee elects to utilize the negotiated Grievance Procedure, the grievance must be initiated at Step Two not later than five (5) calendar days after the effective date of the action or return to duty from suspension. The option is exercised when the grievance is filed in writing. The employee may not use both procedures.

Section 4. Representation.

When pursuing a matter under the statutory appeal procedure, an employee may be represented by a representative of choice. However, when pursuing a matter under the terms of the negotiated Grievance Procedure, the employee may only be represented by himself or the Union.

Section 5 Standards of Proof and MSPB Precedents

In adjudicating grievances contesting adverse actions or actions based on acceptable performance, the arbitrator is bound by both the statutory standards of proof associated with processing these kinds of actions and the precedents and principles established by the Merit Systems Protection Board.

## Article XLIII

### Health

#### section 1. Examination and Treatment.

The Employer will furnish emergency examination and treatment in cases of injury or sudden serious illness **while** on duty. The Union agrees to join with the Employer in urging employees to immediately notify their supervisor of an on-the-job injury.

#### section 2. Transportation.

An employee sent home because of injury or sudden illness while on duty will be provided transportation in those cases where the appropriate Employer medical officer determines such transportation is necessary.

#### section 3. Ambulance service.

When emergency conditions so require, as determined by the appropriate Employer medical officer, ambulance service with a qualified attendant will be provided to transport the employee to the nearest hospital.

## Article XLIV

### Leave Without Pay

#### section 1. General.

The authorization of leave without pay is a matter of administrative discretion. Employees, with few exceptions, cannot demand that they be granted leave without pay as a matter of right. The exceptions are disabled veterans needing medical treatment and Reservists and National Guardsmen desiring leave without pay for military duties.

#### section 2. Request for Leave Without Pay.

Each request for leave without pay will be examined closely to assure that the value to the Government or the serious needs of the employee are sufficient to offset cost and administrative inconveniences.

section 3. Continuation of Benefits.

Employees on approved leave without pay shall continue to accrue all rights, privileges, and benefits as provided by applicable laws and regulations.

**Article XLV**

Assignment of Work

Section 1. ;Employee Responsibility.

Employees are expected to perform assigned duties to the best of their ability.

section 2. self Help Prohibition

If an employee has a disagreement concerning a work assignment, it is agreed that the employee should carry out the disputed work assignment before resorting to the negotiated Grievance Procedure. This provision does not restrict an employee's rights when safety issues are involved.

**Article XLVI**

**General Provisions**

section 1. Reorganization.

The union **will** be notified of a pending reorganization of the Fort Polk Fire Department.

Section 2. Within Grade Increases.

Within grade increases will be granted or denied in accordance with applicable regulations.

Section 3. Access to Unclassified Information.

Union officers/representatives, upon request, will be granted access to unclassified Fort Polk regulations necessary to assist them in carrying out their representational tasks.

Article XLVII  
Day Care Center

section 1.  
General.

Employees in the unit may be permitted to use the Fort Polk Child Development Center on a space available basis.

section 2. Priorities for Use.

Established priorities for use of the Fort Polk Child Development Center are: active duty and retired military personnel and their families; members of reserve components on continuous active duty or active duty for training and their families; widows, widowers and other next of kin of military personnel who were on active duty or retired at the time of death; next of kin to prisoner of war or missing in action personnel; and DOD civilian personnel employed on the installation.

section 3. Costs

Employees will be responsible for costs involved as prescribed by applicable regulations.

Article **XLVIII**

Duration of Agreement

section 1. **Effective Date**

This Agreement and any amendments or supplements thereto, shall become effective from the date of approval by Department of Defense, Field Advisory Service.

Section 2. Approval.

The Department of Defense, Field Advisory Service, shall review and approve the Agreement and any amendments or supplements thereto within thirty (30) calendar days from the date of execution by the Parties if the Agreement is in accordance with the provisions of law, rule, or regulation. Should the review reveal any violation, that specific portion of the Agreement shall be disapproved. The Department of Defense, Field Advisory Service, will notify the Union of the violation and the Parties will take whatever action is appropriate.

### section 3. Duration and Reopening.

The basic Agreement will be effective for a period of three (3) years from the date of approval. Either Party may give written notice to the other not more than 105 days nor less than sixty (60) days prior to the anniversary date of the Agreement of its intent to renegotiate. If neither Party serves timely notice, the Agreement shall be automatically renewed for an additional period of two (2) years.

### Section 4. Amendments.

Amendments and supplements to this Agreement may be negotiated at any time after six (6) months from the date of approval by mutual consent of the Parties or when such revisions are required by changes in applicable laws or regulations of appropriate authorities.

### Section 5. Changes in Laws/Regulations.

Changes in laws and regulations of appropriate authorities which invalidate Articles or Sections of this Agreement will not have the effect of nullifying the total Agreement. Action to bring the affected portions into compliance will be taken immediately.