

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

**UNITED STATES ARMY ENGINEER CENTER
& FORT LEONARD WOOD**

FORT LEONARD WOOD, MISSOURI 65473-5000

AND

**INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS**

LOCAL F-108

EFFECTIVE 22 DECEMBER 1988

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PREAMBLE

This Agreement is made by and between the US Army Engineer Center and Fort Leonard Wood, hereinafter referred to as the EMPLOYER and the International Association of Fire Fighters Local F-108, AFL-CIO-CLC hereinafter referred to as the UNION, collectively known as the PARTIES. The intent and purpose of this AGREEMENT is to promote and improve the effectiveness and efficiency of the Fort Leonard Wood Fire Department and the well being of the employees pursuant to the provisions of the Civil Service Reform Act of 1978 (Public Law 95-454) governing labor-management relations in the Federal Service (5 U.S.C. Section 7101 et seq). The Parties hereto concur that this can best be accomplished through mutual effort and through the establishment of basic understandings relative to personnel policies, practices, and other matters affecting conditions of employment.

ARTICLE 1

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1. The Employer hereby recognizes the Union as the exclusive representative of all employees in the unit as defined in Section 2 of this Article. The Union hereby recognizes the responsibility of representing the interest of all employees in the unit without discrimination and without regard to Union membership.

Section 2. This Agreement shall cover and apply to all nonsupervisory General Schedule Fire Fighter employees, including Lead Fire Fighters (General) (Crew Chiefs) and Fire Inspectors of the Department of Army, Headquarters, United States Army Engineer Center and Fort Leonard Wood with duty station at Directorate of Engineering and Housing Fire Department at Fort Leonard Wood, Missouri; excluding Fire Chief, Assistant Chiefs, employees engaged in Federal personnel work in other than a purely clerical capacity, professional employees, management officials, supervisors, and guards as defined in Civil Service Reform Act of 1978, Public Law, 95-454.

Section 3. In the administration of all matters covered by this Agreement, officials and employees are governed by:

- a. Existing or future law;
- b. Published agency and government-wide policies and regulations in existence at the time the Agreement was approved; and
- c. Subsequently published agency or government-wide policies and regulations which do not conflict with the Agreement, which are agreed to by supplemental written Agreement, which are required by law to be applicable to prior existing agreements, or which are authorized by the terms of a controlling Agreement at a higher agency level.

ARTICLE 2

MATTERS SUBJECT TO CONSULTATION AND NEGOTIATION

Section 1. It is agreed that personnel policies, practices, and matters affecting conditions of employment shall be subject to negotiation as defined in this Agreement. This shall include but not be limited to matters such as safety, methods of adjusting grievances, employee training (on matters which do not interfere with management's right to assign work), employee-management cooperation, employee services, granting leave, promotion plans, demotion practices, reduction-in-force practices, or hours of work.

Section 2. The issuance, continuance, revision, or cancellation of rules and regulations governing matters not specifically covered by this Agreement are acknowledged functions of the Employer; however, in issuing, revising, or canceling rules and regulations relating to personnel policy, practices, and matters affecting conditions of employment, the Employer will give due regard and consideration to the obligations imposed by this Agreement and the provisions of Title VII P.L. 95-454. The Employer agrees to negotiate with the Union prior to implementation of any changes of the rules and regulations relating to personnel policy, practices, and matters affecting conditions of employment which have greater than de minimis impact on bargaining unit employees.

Section 3. The Employer agrees to provide the Union an opportunity to request bargaining on changes to standard operating procedures (SOPs) that have greater than de minimis impact on bargaining unit employees' working conditions.

Section 4. Nothing in this Agreement shall preclude the Union from presenting suggested changes or modifications to the Employer regarding those policies in Section 1 above.

Section 5. All negotiations between the Parties shall be conducted between a representative of the Employer and the President of the Union or a designated representative.

Section 6. In accordance with the provisions of 5 U.S.C. Section 7117, the Employer recognizes the need for informing the Union prior to changing past practices which unfavorably affect unit employees.

ARTICLE 3

DEFINITIONS

The following definitions of terms used in this Agreement shall apply:

a. Grievance. Any complaint or dissatisfaction by an employee concerning any matter relating to the employment of the employee; by the Union concerning any matter relating to the employment of an employee; or by an employee, the Union, or the Employer concerning the affect or interpretation, or a claim of breech, of this Agreement, or any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment.

b. Negotiation. Bargaining of the Employer and the Union on appropriate issues relating to conditions of employment, with the view of arriving at a mutually acceptable position.

c. Emergency Situation. A situation which poses sudden, immediate and unforeseen requirements for the Employer as a result of natural phenomena or other circumstances beyond the Employer's control or ability to anticipate. This definition applies where negotiable issues are concerned and is in no way intended to restrict management's rights to assign work.

d. Negotiation Impasse. The inability of the Employer and the Union to arrive at a mutually agreeable decision concerning negotiable matters through the bargaining process.

e. Crew Chiefs. A fire fighter whose official title and code is Lead Fire Firefighter GS 081.

f. Work Shift, Duty Shift. The 24-hour period, 0730-0730, worked alternately by fire fighters on the two platoon basis/system.

ARTICLE 4

RIGHTS OF EMPLOYEE

Section 1. Each employee shall have the right to join or assist the Union, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under this Agreement, such right includes the right:

a. To act for the Union in the capacity of a representative and the right, in that capacity, to present the views of the Union to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and;

b. To engage in collective bargaining with respect to conditions of employment through representatives chosen by the employees under this Agreement and 5 U.S.C. 71.

Section 2. Unfavorable Information. The Employer should notify the employee of any written information unfavorable to the employee when received in a system of records even though adverse action has not been proposed or initiated. Such information should be made available to the employee (and/or representative with the consent of the employee) for review and initialing, noting that he or she is aware of such information. Initialing by the employee does not denote agreement with the information. This provision includes, but is not limited to, memos for record by supervisors or other managerial personnel and similar documents but does not include classified information, law enforcement files, or other information not otherwise releasable under the Freedom of Information Act.

Section 3. Employees shall have the right to advise the Union of any meetings they are required to attend with the Employer or a representative pertaining to matters covered by this Agreement. Employees have the right to Union representation at any examination of an employee in the unit by a representative of the agency 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 4. Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

Section 5. The contents of an employee's Official Personnel Folder (OPF) will be disclosed to him/her or upon a written request by the employee, to the designated representative. Such disclosure shall be in accordance with the requirements of the Federal Personnel Manual, the Freedom of Information Act, and the Privacy Act. The designated representative will examine the folder only in the presence of the custodian or his representative and in the general area of the files. An employee's Official Personnel Folder (OPF) will be protected from unauthorized disclosures.

ARTICLE 5

RIGHTS AND OBLIGATIONS OF THE EMPLOYER

Section 1. It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in the Employer. Included is the right:

a. To determine the mission, budget, organization, number of employees, and internal security practices of the Employer; and

b. That in accordance with applicable laws;

(1) To hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees.

(2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted.

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

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

(b) Any other appropriate sources and;

(4) To take whatever actions may be necessary to carry out the Employer's mission during emergencies.

Section 2. Nothing in this Article shall preclude the Employer and the Union from negotiating:

a. At the election of the Employer, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work projects, or tour of duty, or on the technology, methods, and means of performing work.

b. Procedures which management officials will observe in exercising any authority under this section;

c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

Section 3. The Employer will furnish 25 copies of the collective bargaining Agreement to the Union. These copies should be in legible print, not reduced in size.

ARTICLE 6

RIGHTS AND OBLIGATIONS OF THE UNION

Section 1. The Union shall be given the opportunity to be represented at:

a. Any formal discussion between one or more representatives of the Employer and one or more employees in the unit or their representatives concerning any grievance or any personnel policy, practice, or other matters affecting conditions of employment, or

b. Any examination of an employee in the unit by a representative of the Employer in connection with an investigation if:

(1) The employee reasonably believes that the examination may result in disciplinary action against the employee; and

(2) The employee requests representation.

Section 2. The Union shall have the right to meet with representatives of the Employer to discuss personnel policies, practices or other matters affecting conditions of employment and to negotiate insofar as may be appropriate under provisions of law and this Agreement.

Section 3. Upon notification to the Civilian Personnel Officer, authorized and properly identified nonemployee Union representative may visit the Fort Leonard Wood Post for the purpose of conducting official labor management business. Permission to enter Fire Department work areas will be obtained from the senior Fire Department Officer on duty. Contact with employees who are in a duty status will be limited to business in connection with responsibilities of the Union under provisions of Title VII P.L. 95-454 and the terms of this Agreement. Upon completion of business, checkout will be accomplished through the senior officer of the Fire Department on duty.

Section 4. Union officers and stewards have the right to a reasonable and necessary amount of time during duty hours to perform the following duties for the employees in organizational areas assigned to them.

a. Where necessary, to determine the views of employees and present them to appropriate managers.

b. To discuss with and be informed by management on matters directly related to conditions of employment.

c. To receive, investigate, prepare and present a potential grievance or grievance. The 'time must necessarily depend on facts and circumstances of each case, e.g., the number and nature of the allegations, the number and complexity of the supporting specifics, the volume of the supporting evidence, availability of documents, witnesses and similar considerations. In consonance with the above, Union representatives will guard against using time unnecessarily.

d. Allow official time for Union officials to negotiate with management officials concerning personnel policies, practices, and matters affecting working conditions.

Section 5. In the interest of efficient conduct of government business and the economical use of government time, and in order to draw a reasonable distinction between official and nonofficial activities, those activities concerned with the internal management of the Union, or solicitations of membership, collection of dues, campaigning for Union officers, and conducting of elections for employee organization officers, will be conducted outside of the duty hours of the employees involved.

ARTICLE 7

GRIEVANCE PROCEDURE

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

a. This procedure will be used exclusively for processing a grievance as defined in this Agreement, except in situations for which a statutory appeals procedure exists or the employee so chooses under the provisions of paragraph c of this section.

b. This procedure shall not apply with respect to any grievance concerning:

(1) Any claimed violation relating to prohibited political activities (subchapter III of Chapter 73, Title 5 USC);

(2) Retirement, life insurance, or health insurance;

(3) A suspension or removal for national security reasons (Section 7532, Title 5 USC);

(4) Any examination, certification, or appointment of an employee;

(5) The classification of any position which does not result in the reduction in grade or pay of the employee;

(6) Complaints or allegations of discrimination;

(7) Separation or demotion for unacceptable performance;

(8) Termination, discharge or removal of temporary employees;

(9) Separation of employees during a probationary or trial period.

c. Removals or suspension of 15 days or more may, at the discretion of the aggrieved employee, be processed, either under the negotiated grievance procedure, or appealed to the Merit Systems Protection Board, but not both. once the employee files a timely written grievance at the Second Step, or timely

files a notice of appeal under the applicable statutory appeal procedure, the employee cannot change procedures. If the employee elects the negotiated grievance procedure, only the Union can request arbitration on behalf of the employee.

Section 2. This negotiated procedure shall be the exclusive procedure available to the Union, employees, and the Employer for resolving such grievances. Employees may not be represented under this procedure except by a representative designated by the Union.

Section 3. An employee has the right to present and process a grievance under this procedure on their own behalf. In such cases, the Union has the right to have a Union representative present during all steps of the grievance procedure.

Section 4. When several employees have an identical grievance, either Party to the Agreement may request one individual case be selected for processing under this Article. Employees will be told, if they agree to the test case procedure, that the decision on the case selected will be binding on all other identical cases. If an employee refuses to participate in any agreement reached, such refusal shall not affect said employee's right to process a grievance individually. The test case procedure is not applicable in any situation where individual differences exist or when evaluation of the individual qualifications of the aggrieved employees would be required to decide the issues.

Section 5. In the event either Party should declare a grievance nongrievable or nonarbitrable, the original grievance shall be considered amended to include this issue. All disputes of grievability or arbitrability shall be arbitrated as a threshold issue in the related grievance.

Section 6. The Employer and the Union agree that every effort will be made by the Parties to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work

situation, the filing of a grievance should not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization.

Section 7. A reasonable amount of official time will be allowed for an employee(s) and his/her designated Union representative(s) to investigate and present a grievance, including attendance at meetings with a representative(s) of the Employer. Prior to proceeding to Step 1 of this procedure, a recognized Union representative may use a reasonable amount of official time for the purpose of investigating a potential grievance and obtaining pertinent information. The employee and Union representative shall, in all instances, obtain permission from their supervisor before leaving their assigned duties. The Employer recognizes the need for Union officials to have access to other offices/agencies during the period 0730-1630.

Section 8. Failure by management to meet the time limits prescribed at any step of the procedure will permit the grievant to take his/her grievance to the next step of the procedure. Failure by the Employee or the Union to meet the time limits as prescribed at any step of this procedure will grant the Employer authority to terminate the grievance at the step of the employee or his/her representative failed to meet the time limit requirement. Time limits may be extended by mutual agreement. The following procedures are established for the resolution of grievances of the Parties and of all eligible employees in the unit:

Step 1. The Employee grievance shall be reduced to writing and presented to the Assistant Fire Chief. This shall be done within twenty-one (21) calendar days of the incident giving rise to the grievance. Within five (5) working days of receipt of the written grievance, the aggrieved employee, his/her representative, and concerned management personnel shall meet to discuss the grievance. The decision of management shall be rendered to the employee, in writing, within five (5) working days after the close of the meeting(s). If the grievance is not settled at this step of the procedure, the employee may proceed within seven (7) working days to Step 2 of the procedure.

Step 2. The Director of Engineering and Housing, or his designated representative, within five (5) working days after receipt of the grievance, shall arrange to meet with the aggrieved employee and the Union representative, in an effort to reach a satisfactory settlement of the grievance. A written decision will be made and a copy provided to the employee and the Union representative within seven (7) working days after the conclusion of the meeting.

Should an employee, group of employees, or the Union initiate a grievance or complaint involving interpretation of published agency policy, provisions of law or regulations of appropriate authority outside the agency, the following procedure will apply:

a. Processing of the grievance at Step 3 will be delayed not to exceed 45 calendar days from the date of the receipt of the grievance at Step 3 when the Employer seeks an interpretation of the questioned policy, law or regulation.

b. In securing this interpretation, the Employer will forward its inquiry to the Department of the Army. A copy of the inquiry will be served simultaneously upon the Union.

c. Processing of the grievance will resume upon the first workday following receipt of the interpretation or on the first workday following the 45th day following receipt of the grievance as specified in subparagraph a. above. Nothing in the Agreement will prohibit mutual Agreement to extend the above time.

d. Upon receipt of an interpretation the Employer will promptly provide the Union with a copy.

Step 3. Any grievance not settled after receipt of the decision provided in Step 2 may be submitted within seven (7) working days in writing to the Commanding General, US Army Training Center Engineer and Fort Leonard Wood. The Commanding General or his designated representative will, within seven (7) working days, meet with the Union representative, the employee, the President of the Union, and an appropriate management official to try and resolve the grievance. The Commanding

General's decision will be rendered within thirteen (13) working days following the meeting between the Parties at this step.

Step 4. If a solution to the grievance is not reached in accordance with Step 3, either the Union or the Employer may, within fifteen (15) calendar days from the date of the decision, make formal written request that the unresolved grievance be submitted to impartial arbitration in accordance with the provisions of this Agreement.

Section 9. At each step of the grievance procedure, the Parties, including the grievant and the Employer, may call a reasonable number of witnesses who have testimony relevant to the grievance. Any witnesses requested by the employee who are under the jurisdiction of the Department of the Army, and whose presence is necessary to the development of facts will be called. If, because of distance or similar factors, it is impractical to require the presence of any witness, necessary information will be obtained by a signed, written statement. Each witness will be advised they are expected to provide full and complete information; and that they will not be subjected to any restraint, coercion, discrimination or reprisal as a result of participation.

Section 10. The Employer shall, upon request, provide the Union representative with necessary pertinent information from official records to aid in resolving specific grievances insofar as permissible without violating laws or regulations. Furnishing of such information will be subject to limitations imposed by the Privacy Act.

Section 11. A grievance presented on behalf of the Employer or the Union will first be discussed informally between the Parties. If not resolved in this manner, the grievance will be reduced to writing and submitted through the Director, Directorate of Engineering and Housing to the Commanding General if initiated by the Union, or the President, Local F-108, if initiated by the Employer.

a. Within five (5) working days after receipt of such a grievance, the Parties or their designated representatives (and other individuals if desired) will meet to discuss and attempt to

resolve the grievance. A written decision will be rendered within ten working days of the meeting date by the Party to whom the grievance was addressed. Nothing in this section will preclude either Party from attempting to settle such a grievance informally at a lower level and such efforts are encouraged. If the grievance is not settled by this procedure either Party may invoke the arbitration provisions of this Agreement within 15 working days after receipt of the written decision.

b. In those instances where the grievance is related to an identifiable employee(s), the grievance shall be submitted and processed in accordance with Section 9, Step 1, of this Article.

Section 12. In an individual's grievance if the employee resigns, dies, or is separated before decision is reached on a grievance being processed under the terms of this Agreement, and no compensation issue is involved, action will be stopped and all interested Parties will be notified that because of the separation the case is being closed without a decision. A copy of this notification will be made a part of the case record and provided the Union by the Employer.

ARTICLE 8

ARBITRATION

Section 1:

a. The Union has 15 calendar days after the receipt of the final decision made in Step 3 of the grievance procedure to request arbitration of the matter. The grieving Party has 15 calendar days after receipt of the decision required by Section 11 of Article 7 to request arbitration of the matter. Within five working days after receipt by either Party of the request for arbitration, the Parties will request the Federal Mediation and Conciliation Service to submit a list of persons qualified to act as arbitrators.

b. The Parties shall meet within ten (10) working days after receipt of such list to select an arbitrator. If the representatives of the Parties cannot mutually agree upon one of the listed arbitrators, a coin toss will determine which Party has the option to strike the first name from the list of arbitrators or pass. The other Party will then strike one arbitrator's name. This procedure shall be repeated until only one arbitrator's name remains. The remaining name shall be the duly selected arbitrator.

c. The method to be used in arbitrating the grievance or dispute is under the arbitrator's jurisdiction and control, subject to such rules and procedures as the Parties may jointly prescribe. He/she is to make his/her own awards, which shall be reasoned, and write his/her own opinions based on the record established. He/she may not delegate this duty and responsibility to others in whole or in part without the knowledge and prior consent of both Parties. The power of the arbitrator may be exercised in the absence of either Party who, after due notice, fails to be present or obtain a postponement. The award of the arbitrator, however, must be supported by evidence. It cannot be based solely upon the default of one of the Parties.

d. The arbitrator's final award shall be made not more than thirty days from the date of the closing of the hearing or the receipt of a transcript and any post hearing brief, or, if

oral hearings have been waived, then from the date of receipt of the final statements and proof by the arbitrator unless otherwise agreed upon by the Parties.

e. The arbitration hearings shall normally be held between 0800 and 1600 on Monday through Friday. The grievant, his or her designated representative (if not a member of the bargaining unit), or not more than two representatives of the Union, and witnesses who have direct knowledge of the circumstances and factors bearing on the case shall be excused from duty to participate in the arbitration hearing if otherwise in a duty status. If because of distance or similar factors, it is impractical to require the presence of any witness, necessary information will be obtained by a sworn written statement or unsworn statement under penalty of perjury. Witnesses are expected to provide full and complete information and will not be subjected to any restraint, coercion, discrimination or reprisal as a result of their participation.

f. The arbitrator is asked to date the final award no earlier than the date a copy is mailed to the Union, the Employer, and Headquarters, Department of the Army.

g. The cost of the arbitrator's fees and expenses shall be borne equally by the Employer and the Union, provided that the Employer's share of the expenses, including travel, does not exceed that authorized by applicable regulations. The Employer and the Union shall share equally the expense of any mutually agreed upon services considered desirable or necessary in connection with arbitration proceedings.

h. The Union may request elimination of previously requested arbitration at any time prior to the arbitral hearing. Such a choice is binding upon the Union. In such cases the decision rendered by the deciding official in step three of the negotiated grievance procedure shall be accepted as final unless it has been subsequently modified and the modified decision, which shall be final, has been transmitted to the Union.

Section 2. The arbitrator's award is binding on both Parties except that either Party may file exceptions to the award

with the Federal Labor Relations Authority under regulations prescribed by the Authority and Department of the Army.

Section 3. Arbitration may be invoked only by the Union or the Employer. The cancellation or other fee charged when either Party withdraws an arbitration request shall be the responsibility of the withdrawing Party.

Section 4. Any dispute over the interpretation of an arbitration award shall be returned to the arbitrator for clarification.

Section 5. Either Party may file an exception to an arbitrator's award under the provisions of 5 U.S.C. Section 7122 and, if not satisfied with the final order of the Federal Labor Relations Authority, may institute an action for judicial review under 5 U.S.C. Section 7123.

ARTICLE 9

UNFAIR LABOR PRACTICE PROCEEDINGS

Section 1. Informal procedures for attempting to resolve Unfair Labor Practices, hereinafter referred to as ULPs, will be as follows:

a. The charging Party will give notice at least 15 working days prior to filing charges with the Federal Labor Relations Authority (FLRA).

b. The notice shall be in writing and contain as much factual information concerning the alleged ULP as possible.

c. The Parties shall set a mutually agreed upon date for discussion and consideration of the charges.

d. The meeting date will not be sooner than 2 working days from nor later than 5 working days after receipt of the written charges.

Section 2. Formal procedures for filing ULPs shall be in accordance with FLRA regulations.

ARTICLE 10

PRODUCTIVITY

Section 1. It is agreed that more efficient use of labor and resources will result in increased productivity. To this end, the Employer and the Union agree to make every effort to reduce waste, conserve materials, safeguard employee's health, prevent accidents, discourage unplanned absences and encourage on the job improvement and suggestions for higher efficiency through practical and mutually beneficial means.

Section 2. The Parties are committed to identifying, correcting, and eliminating instances of waste, fraud, and abuse on Fort Leonard Wood. Every individual has a positive duty to assure that government property including equipment, supplies, material and manpower are used only for official purposes. It is not the prerogative of individual employees to determine that a particular violation of prescribed supply procedures is justified by a particular mission. The Employer and the Union will publicize annually within the bargaining unit, their commitment to identifying, correcting, eliminating and reporting waste, fraud, and abuse.

a. Any individual who misappropriates government property for any purpose is violating both the law and the policy of the Employer, and will be subject to suspension without pay or removal from the service.

b. 31 U.S.C. Sections 1344 and 1349 mandate a suspension without pay of not less than one month as the minimum penalty for utilization of an official vehicle for unofficial purposes.

ARTICLE 11

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Union agrees that a positive approach to the Equal Employment Opportunity Program is desirable by both Parties and both agree to confer and consult in providing equal opportunity for all persons regardless of race, color, religion, sex, age, national origin, mental or physical handicap, and lawful political affiliation or marital status; to eliminate all discrimination whenever it is known to exist; to assure that all personnel programs, policies, and assignments are free of discriminatory practices.

Section 2. The Union agrees not to discriminate against an employee with regard to the terms or conditions of membership because of race, color, religion, sex, age, national origin, mental or physical handicap, and lawful political affiliation or marital status.

ARTICLE 12

HOURS OF WORK

Section 1. Duty hours for bargaining unit employees other than Fire Inspectors shall consist of a 24-hour period beginning and ending at 0730. The normal tour of duty for fire inspectors will be Monday through Friday 0730 to 1630 with a one-hour lunch period. occasionally, fire inspectors may work hours other than the normal tour of duty for such purposes as, but not limited to, population training and inspection of buildings during and after large assemblies at special events.

Section 2. The Employer agrees:

a. To meet operational requirements, each employee will be scheduled to work six (6) twenty four (24) hour tours of duty (144 hours); 24 hours on and 24 hours off, with one nonscheduled day each pay period.

b. That each employee will not work more than seven (7) duty shifts before having a nonscheduled day.

c. That each employee's nonscheduled day will fall each time between two nonduty days unless the Fire Department mission needs require a change in the scheduled tour of duty in accordance with 2d below.

d. Should agency or higher level action reduce or change the workweek, the Union and the Employer will meet to negotiate the impact and implementation of the change.

Section 3. Firefighters who work tours of 24 hours whenever and wherever practicable shall be assigned work schedules whereby such employee's schedules would be as follows: Actual work assigned, eight hours; allowance for standby duty, eight hours; and the remaining eight hours allowance for eating and sleeping. Such periods allowed for eating and sleeping need not be specifically set by clock hours, since under the conditions of duty such action is not feasible.

a. An employee is in standby status only at times when not required to perform actual work and is free to eat, sleep, read, listen to the radio, or engage in other similar pursuits.

An employee is performing actual work, rather than being in a standby status, when their full attention is devoted to their work, even though the nature of work does not require constant activity (for example, a guard on duty at their post, a technician continuously observing instruments and firefighters pulling alarm watch are engaged in the actual work of their positions). Actual work includes both work performed during regular work periods and work performed when called out during periods ordinarily spent in a standby status.

b. It is the common practice among Fire Fighters to relieve employees on the previous shift or tour of duty prior to scheduled starting time. Such early relief may occur pursuant to employee Agreement, and approved by the crew chief serving as "House Captain". This practice will not have the effect of increasing the number of compensable hours of work where it is voluntary on the part of the employees and does not result, over a period of time, in their failure to receive proper compensation for all hours actually worked. On the other hand, if the practice is required by the Employer, the time involved must be added to the employee's tour of duty and treated as compensable time. The Parties agree that this practice will be limited to 30 minutes within a 24 hour duty shift. The employees agree to pass on to their relief all necessary operational and/or applicable task assignment information prior to leaving the station.

c. The Parties agree that firefighters may substitute for one another on regularly scheduled tours of duty, in order to permit an employee to absent himself from work to attend to purely personal pursuits. This practice is commonly referred to as "trading time". This practice will in no way require additional compensation on the part of the Employer. Accordingly, the practice of "trading time" will be deemed to have no effect on hours of work if the following criteria are met:

(1) The trading of time is done voluntarily by the employees participating in the program and not at the behest of the Employer; however, such trades will be subject to approval of the shift supervisor prior to the actual trade.

(2) The reason for trading time is due, not to the Employer's business operations, but to the employee's desire or need to attend to personal matters.

(3) The time and attendance report will be posted to reflect the actual hours worked by each employee.

(4) All obligated trades will be paid back within the same pay period.

d. Outside of actual work hours as defined in this Article and except when on emergency call, employees may engage in hobbies, crafts, and recreational activities provided:

(1) Such activities do not interfere with primary functions of the Fire Department.

(2) Such activities will be conducted so as to preclude interference with or annoyance to other activities or personnel.

ARTICLE 13

OVERTIME

Section 1. Employees shall be paid for all overtime in duty status at applicable overtime rates in accordance with Office of Personnel Management regulations and applicable laws.

Section 2. Overtime assignments will be distributed as fairly and equally as possible and in such a manner as to maintain crew integrity. The Parties agree that overtime in excess of 24 hours per pay period should be the exception and not the rule. Overtime should be based upon unforeseeable situations involving preservation of health, welfare, safety of personnel, protection of government property, or to meet other than routine mission requirements.

Section 3. The Parties agree that records of overtime work will be maintained by the Employer and that such records will be made available for review and duplication by local representatives of the Union upon request in connection with complaints or grievances.

Section 4. When possible, the Employer will notify employees to work overtime as defined in Section 2 at least 24 hours in advance of the duty assignment. An employee who is called back to work at a time outside and unconnected with his scheduled hours of work within his basic workweek shall receive at least an amount of overtime pay equal to that authorized by law.

Section 5. Employees shall have the right to request to be excused from an overtime assignment as defined in Section 2 provided the employee has a legitimate reason and an employee who is a member of the bargaining unit is available to take their place when that individual has been assigned these duties as a part of their regular work assignment in the past and meets all required qualifications as determined by the Employer. However, if the Employer is unable to find a replacement, the employee will work overtime.

Section 6. The Employer agrees to allow employees who work nonscheduled overtime a short personal phone call at management's expense to notify family/relatives of the work requirement.

ARTICLE 14

LEAVE

Section 1. Annual leave shall be earned and administered in accordance with applicable laws and regulations.

Section 2. The Employer shall establish annual leave schedules by 1 January for the coming year. If a conflict between employees requesting the same leave period cannot be otherwise resolved, with the exception of Christmas and Thanksgiving, length of service in the Fort Leonard Wood Fire Department will be used to determine which employee will be given first consideration.

Section 3. The Employer shall establish a roster for the Christmas/Christmas Eve and Thanksgiving holidays. Leave on said holidays shall be distributed on a rotating basis, as fairly and equally as possible, regardless of rank or service computation date. The holiday leave roster shall be posted by 1 January with the annual leave schedules.

Section 4. All leave schedules shall be subject to the approval of the Fire Chief, who may adjust the schedules as the need of the service requires.

a. Annual leave which is subject to maximum accumulation or forfeiture provisions must be scheduled and approved in accordance with applicable law and regulations. If such scheduled leave cannot be taken because of an exigency of the public business or illness of the employee when leave cannot be rescheduled for use before the end of the leave year, the employee may request restoration of forfeited leave. Denial of the use of annual leave subject to maximum accumulation or forfeiture rules will be based upon factors which are reasonable, equitable, and which do not discriminate against any employee or group of employees.

b. It is agreed that no employee in the unit will be called back from scheduled vacation to perform a work assignment unless an emergency situation arises and no other employee to whom the duties are regularly assigned is available to perform the work.

c. A copy of the final approved schedule will be posted on the bulletin boards of the fire stations.

Section 5. Excused absence for attendance at Union sponsored training sessions shall be granted to Union officials or representatives; however, no individual will be authorized more than 72 hours (3 work shifts), and not more than a total of 144 hours of excused leave shall be granted during any one calendar year regardless of the number of Union officials or representatives participating in such sessions. The training will be of such matter that will be of mutual benefit to the Employer and the Union. Such administrative leave shall be requested in advance and subject to management approval.

Section 6. Employees shall accrue sick leave in accordance with applicable laws and regulations. The Union joins the Employer in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave so it will be available to them in case of illness.

Section 7. Sick leave will be granted to employees when they are incapacitated for the performance of their duties for reasons of sickness, injury, or other reasons as provided by sick leave regulations. When employees require use of sick leave, they will notify their supervisor by telephone or other means prior to the beginning of their scheduled work shift, if possible, but no later than two hours after the beginning of their shift. Consideration will be given to an employee, however, because of special or unusual circumstances if they are unable to meet this requirement.

Section 8. Whenever practical, it is agreed that employees desiring medical or dental or optical examinations, or treatment, who cannot arrange appointments outside of work hours will be granted the amount of time required on sick leave for this purpose subject to supervisory approval. Employees shall request such leave as far in advance as possible.

Section 9. Ordinarily, medical documentation to support the absence will not be required. However, if the supervisor determines there is sufficient evidence to indicate abuse of sick leave, the employee will be advised that medical documentation will be required for any absence for which sick leave is

requested, regardless of the duration. Such verbal notification must be confirmed in writing, personally or by mail, based upon the merits of the individual case and not as a group action and shall include an explanation of the reasons why the supervisor is directing this action. It is subject to review after ninety days.

Section 10. a. Late arrival for work will be excused without charge to leave when the Director of Engineering and Housing is officially notified that extremely adverse weather conditions justify excusing employees.

b. Supervisors may also:

(1) Excuse brief, infrequent periods of tardiness/ absences up to 59 minutes.

(2) Consider the employee's request for annual leave.

Section 11. Employees may request annual leave or leave without pay to accept temporary Union positions. A period of leave without pay, if approved by the supervisor, shall initially not exceed one year. Requests for extension will in no case cause a total absence of more than 2 years.

Section 12. The Employer recognizes there will be circumstances when annual leave cannot be scheduled in advance. In those cases, the employee must notify the supervisor as soon as possible but not later than two hours from the beginning of the tour of duty. The employee will inform the supervisor of the reason for the absence and the expected date/time of return to duty. Final approval/disapproval will be made by the supervisor after consideration of the facts of each request.

ARTICLE 15

JURY DUTY AND VOTING

Section 1. Performance of jury duty is considered a basic responsibility of Department of the Army employees. Accordingly, the Employer agrees to limit requests to excuse employees from jury duty to those instances where the employee's services are required to meet essential work schedules and where public interests are better served by the employee remaining on duty.

Section 2. Court leave is the authorized absence, without charge to leave or loss of pay, of an employee from official duty for jury duty or for attending court in a nonofficial capacity as a witness on behalf of the state, county or municipal government.

Section 3. To request approval of court leave, an employee will present the court order, subpoena, or summons to the Assistant Chief. Upon completion of the service, an employee shall present written evidence of attendance at court showing the dates and, if possible, the hours of the service. Employees summoned by a court for the purpose of qualifying for jury duty shall be granted court leave for this period of absence, whether they are actually selected or not. If employees are excused or released by the court for any substantial portion of their duty hours, they shall return to duty, provided the return to duty would not cause the employee hardship because of distance from home, duty station and the court.

Section 4. Fees received for jury service will be collected by the employee and turned in to the Civilian Pay Section, Finance and Accounting Division, Directorate of Resource Management, for appropriate disposition. Actual and necessary expenses incidental to court service may be retained by the employee.

Section 5. In accordance with applicable regulations, employees who are normally scheduled to work on an election day and who are eligible to vote in the election shall be granted excused absence to permit them to vote. Excused absence may also be granted to permit an employee to register to vote, in accordance with applicable regulations. Requests for excused absence to vote must be made in advance of election day.

ARTICLE 16

JOB ASSIGNMENT AND CLASSIFICATION

Section 1. It is recognized that it is the retained right of management to assign duties. The assignment of duties to employees is not limited by the contents of the job description. However, the Employer agrees that, insofar as possible, supervisors will avoid assigning to employees, incidental duties which are inappropriate to their positions and qualifications.

Section 2. If an employee believes the assigned position description does not adequately or accurately describe the assigned and continuing duties and responsibilities, discussion of the matter with the supervisor is appropriate. During this discussion, the employee may be accompanied by a Union representative if desired. The position description will be reviewed as soon as possible, and if found warranted, a new or amended position description will be requested. Subsequent action will be taken in accordance with applicable regulations.

Section 3. If a new Position Classification Standard for Fire protection and Prevention is issued during the duration of this Agreement, the Employer agrees to provide the Union one copy of such classification standard within 30 days after receipt in the Civilian Personnel office.

Section 4. The Employer agrees to inform employees detailed for more than 30 days of the reasons for the detail, nature of the duties to be performed and duration of the detail

Section 5. When an employee accumulates 13 duty shifts of experience on detail/loan to a position of different or higher level skills, the employee may initiate a Standard Form 172 and will furnish the supervisor with substantiating documentation for the supervisor to certify such experience and forward to the Civilian Personnel Office for crediting of the experience.

ARTICLE 17

PROMOTIONS

Section 1. When a position is to be filled through internal merit promotion, the Employer agrees to consider qualified bargaining unit members before considering non-bargaining unit applicants. Management retains the right to select or not select from any source of candidates referred. This provides for management's right to select from other appropriate sources such as: VRA, OPM certificate, reinstatement, handicapped, transfers, etc.

Section 2. When vacancies are announced under the Promotion Policy, the specific position will be advertised 10-14 calendar days.

a. Should any member of the bargaining unit be on leave or TDY, it will be the responsibility of the supervisor to notify the individual of the announcement or to complete a promotion application if the employee has indicated an interest in promotion to the position. The employees will be given a reasonable opportunity to complete their application.

b. The Union will be furnished with one copy of all promotion announcements at the time they are distributed. The Employer agrees to post a copy of the announcement to the employee bulletin board in each building where bargaining unit employees work.

Section 3. In order for the fire department to function and support the mission of Fort Leonard Wood, the Employer recognizes the need for expedient replacement procedures when a vacancy occurs within the bargaining unit and the Employer determines the position is to be filled. Vacancies should be filled as soon as possible, however, should any vacancy exist for more than thirty days, the Parties may meet at the Union's request to discuss the cause of the vacancy not being filled.

Section 4. Temporary promotion instead of detail is encouraged when the employee is fully qualified and the assignment is to higher grade duties for more than 120 days. Such temporary promotions are subject to the procedures in Fort Leonard Wood Regulation 690-10.

a. Candidates in the bargaining unit who wish to be considered may apply under competitive procedures.

b. Employees must meet the basic eligibility requirements for the position.

c. Temporary promotions will be made for specific periods of not less than 30 days nor more than one year, but may be extended for a definite period not to exceed one additional year.

Section 5. Details may be used to meet emergencies caused by abnormal workloads, special projects or studies, change in missions or organizations, or unanticipated absences. They may also be appropriate for training or when actions are pending for official assignment, completion of job descriptions and classifications of new positions and security clearances. Details should be kept as short as possible.

a. When possible, details should not exceed 120 days.

b. Employees may be detailed for 30 days or less without formal documentation, other than an entry on the Employee Record Card.

c. All details for more than 30 days will be requested by SF-52, Request for Personnel Action.

d. Details will not be used to circumvent the competitive procedures for permanent positions.

Section 6. Under any aspect of this Article, the Employer agrees to allow the Union President and/or one other authorized designated representative to review the promotion practices not later than thirty (30) days after the effective date of the promotion to ensure compliance with this Agreement, OPM standards, and any existing or future regulatory obligations

Section 7. Any bargaining unit employee who is promoted may request in writing a change to a lower grade if he/she feels that he/she cannot perform the new assignment.

ARTICLE 18

SAFETY

Section 1. The Union agrees to encourage all employees of the unit to work in a safe manner. Union representatives will be alert to observe and shall report unsafe practices which may represent safety hazards.

Section 2. The Employer agrees to exert every effort within the authorized resources to provide and maintain safe working conditions and to provide and maintain modern and efficient protective devices that meet minimum OSHA or NFPA standards for the safety and health of employees, such as but not limited to:

- a. Structural turnouts (bunkers)
- b. Structural helmets
- c. Aluminized turnouts (crash).
- d. Crash hoods with reflective shields
- e. Fire retardant coveralls (orange or yellow in color) for wildland/brush fire fighting.
- f. Boots for extinguisher maintenance and brush fires with steel toe, steel shank, 8" top, lace in zipper, and lug soles.
- g. Structural and proximity gloves
- h. Fire retardant coveralls for general maintenance.

Section 3. The Employer agrees to make every effort to have repairs made expeditiously to apparatus and equipment so as to be in a safe and efficient operating condition.

Section 4. For safety reasons, the Parties agree that the goal is that a primary run engine company should not be manned with less than four personnel fully qualified for the positions assigned.

Section 5. Safety cannot be compromised for personal comfort. Therefore, the use of protective devices and safety equipment during training exercises shall be as determined by the Fire Chief.

Section 6. Ambulance service and hospital care to employees will continue to be provided in the case of an on-the-job injury, accident or illness. In the case of a major burn injury the employee, after emergency treatment and stabilization, will be transferred to the burn center by appropriate transportation upon approval of the attending physician.

ARTICLE 19

FACILITIES AND SERVICES

Section 1. The Employer agrees to provide reserved space on appropriate bulletin boards for the posting of Union notices and similar informational material. The Union agrees that literature posted or distributed must not violate any law, the security of the installation, or contain scurrilous or libelous material. In addition, the posting or distribution of material relating to partisan matters or material which reflects upon the integrity or motives of any individual, another employee organization or upon the Federal Government will not be permitted. All costs incident to reproduction and preparation of the Union material shall be borne by the Union. In addition, bulletin boards or parts thereof are furnished for the convenience of the Union which is solely responsible for its material. The Employer does not vouch for the accuracy or authenticity of the Union information nor does appearance of material on the board constitute endorsement by management.

Section 2. The Employer agrees to provide facilities for use of the Union as office space and a meeting place for Union officials and employees covered by this Agreement. A license specifying the terms and conditions for use of the facilities, in accordance with applicable laws and regulations, will be issued by the Employer. It is understood that the use of such facilities could be curtailed in the event future mission requirements dictate or a shortage of building space exists on the installation. Except for provision of suitable meeting space and utilities (heating, electricity, and water), no expense will accrue to the US Government as a result of this Agreement.

Section 3. When a Union official needs to conduct representation⁷ functions in conjunction with the Union's role as exclusive representative of employees in the bargaining unit, the provisions of Article 6 are applicable.

Section 4. The Employer agrees to furnish one subscription of the "Federal Employees News Digest" to the Union.

Section 5. The Employer agrees to furnish a copy of new/ revised Fort Leonard Wood CPRS that affect the Union.

ARTICLE 20

ROTATION FOR TRAINING

Section 1. To provide ongoing training for Fire Department personnel in matters such as, but not limited to, new construction projects, changes in response routes, installation of new systems in various locations, new technology and equipment, and changes in Fire Department procedures, the rotation period between Fire Stations Number 1 and 2 shall not be less than 6 months, beginning January and July of each year. Employees may be rotated on 6-month or 1-year intervals based on the needs of the Fire Department.

Section 2. During the day-to-day operations, fire fighters at Station #2 will not normally be moved to perform routine duties at Station #1 except when workload or manning needs require otherwise. The established goal for minimum manning at Station #1 is six fire fighters.

Section 3. If the requirement is known in advance that personnel are needed to fill a position at another station, the person to fill in will be notified at least one shift prior to move.

ARTICLE 21

TRAINING

Section 1. The Fire Department's training program will be conducted in accordance with applicable laws, regulations, and training manuals of the National Fire Protection Association, TRADOC, Department of Army, Department of Defense, occupational Safety and Health Administration (OSHA), or other nationally recognized training manuals. Normally, training will be conducted during the "actual work assigned" portion of the work shift. All fire fighters will be required to participate in the training program.

Section 2. During training, precautions will be taken by employees and management alike to insure maximum safety and well being of all participants.

Section 3. The Employer agrees to consider training recommendations of the Union and unit employees. It is understood by the Parties, however, that the Department's training program will be conducted and administered based on the availability of funds, mission priorities, and manpower requirements.

Section 4. Both the Union and the Employer agree that employees should be encouraged in self development as a means to increase their job knowledge and efficiency. Therefore, to the extent information is available to the Employer, the Union will be informed of training opportunities.

Section 5. Management retains the right to train and assign work any time during the tour of duty. However, training will not be assigned as punishment, reprisal, or harassment. The Employer will post a monthly training schedule.

Section 6. The Employer shall continue to maintain a department library for the use of employees in self development and for them to keep up with technological advancement and the state of the art in Fire Science and firefighting techniques. The Union agrees to assist the Employer in the maintenance and accountability of library materials.

Section 7. When night training exercises are to be conducted they shall be included on the monthly training schedule.

Section 8. When required to go TDY for training the employee will receive full pay including FLSA overtime in accordance with applicable regulations.

Section 9. The Parties recognize the importance of and agree to support a physical conditioning program that will reduce the chance of injury, heat exhaustion or overexertion, heart attack or other medical problems. The Union will be given the opportunity for impact and implementation bargaining prior to implementing policies and regulations governing new conditioning training programs.

ARTICLE 22

DUES WITHHOLDING

Section 1. The Employer agrees that employees of the unit may authorize payment of dues to the Union through payroll withholding. Deductions for individually authorized allotments will become effective the first full pay period after an authorization, properly completed and signed, is received in the Civilian Payroll office. Standard Form 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee organization Dues, will be used by employees to authorize allotments.

Section 2. The Union agrees that it is responsible for:

- a. Purchasing and distributing Standard Form 1187 to members of the unit.
- b. Certifying the amount of dues to be withheld in a biweekly figure.
- c. Notifying the Employer in writing when a member for whom deductions are being made ceases to be a member in good standing.
- d. Forwarding completed authorizations through the Civilian Personnel officer to the Civilian Payroll office.

Section 3. The Employer and the Union further agree that:

- a. Allotments for payment of dues are entirely voluntary. An employee may authorize or revoke an allotment as prescribed in b and d below.
- b. Allotments for dues will become effective not later than the beginning of the first full pay period following receipt by the Civilian Payroll office of the employee's authorization.
- c. Allotments will be discontinued when an employee dies, retires, is separated from the installation, or leaves the unit as a result of other personnel actions (except details). Allotments will also be discontinued upon loss of exclusive recognition by the International Association of Fire Fighters, when this or any Agreement providing for dues withholding is suspended or terminated by appropriate authority outside Department of Defense, or when the employee has been suspended or

expelled from the Union. When an employee who has been temporarily promoted to a position outside the bargaining unit returns to a position within the unit, the employee must resubmit Standard Form 1187 if the employee desires to authorize resumption of the dues withholding allotment.

d. An employee may revoke the dues withholding allotment by completing Standard Form 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee organization Dues, and submitting it to the Civilian Payroll office. Revocation may also be made by other written notification from the employee to the Civilian Payroll office. Revocation will be effective:

(1) Beginning the first pay period after the initial one year period from the date when payroll dues withholding began, when the revocation request is received in the Civilian Payroll Office before the end of the first year of payroll withholdings,

(2) Thereafter, at the beginning of the first full pay period following 1 March of each year. Revocation must be received by the Civilian Payroll office by the close of business on the day preceding 1 March in order to be effective on the first pay period following. Within two weeks after the effective date of revocation, the Civilian Payroll office will furnish the Union a complete list of all members who revoke their allotments.

e. The Union will promptly notify the Civilian Payroll Office in writing when a member who has authorized dues withholding is suspended or expelled from the Union.

f. A change in the amount of an allotment may not be made more than once each 12 months.

g. Dues withholding will not include initiation fees, special assessments, back dues, fines, or similar items.

h. Remittance of dues withheld along with a listing of names and the amounts withheld shall be sent to the Union's Secretary Treasurer. The Union will advise the Civilian Payroll Office of the name and address where to send the remittance and list.

Section 4. The Union will indemnify and save harmless the Employer against any and all claims, demands, suits or other forms of liability that arise from, or by reason for, any action taken by the employer for the purposes of complying with any provisions of this Article. In the event of an overpayment of dues to the Union, the Employer may offset subsequent dues checkoff remittances to compensate for past errors.

ARTICLE 23

HEALTH WELFARE AND MORALE

Section 1. The Employer, recognizing the necessity of providing and maintaining adequate living quarters for employees of the unit, agrees to furnish such quarters (Fire Stations) with proper equipment in good working order, including but not limited to stoves, refrigerators, beds, and lockers. Further, it is agreed that implementing procedures for the above will be a proper topic at quarterly meetings.

Section 2. The Employer, recognizing the need to maintain high morale among its employees, agrees to provide televisions, Post Cable TV service, and maintenance on same to all fire stations. This service will also allow the use of the local educational television system for training purposes as time and resources permit.

Section 3. The Employer, in the interest of health, agrees to clean and maintain all existing mattresses and bedding and replace nonrepairable items with new ones as available through the Army supply system.

Section 4. The Employer agrees that the Fire Station's kitchens and sleeping facilities will be for Fire Department personnel only except in the event of emergency situations as defined by this contract and military training when the Employer determines no other facilities are available.

Section 5. The Employer agrees to provide access to eating facilities near each Fire Station for those employees desiring to purchase meals within the guidelines of existing regulations and consistent with the maintenance of crew integrity. Implementation will be in accordance with station house rules.

Section 6. Equipment such as heating and air conditioning which affects the health, comfort and morale of the unit members will receive prompt repair and replacement when needed. Because of the unique living/working conditions of fire fighters, special consideration will be given to work orders that affect those conditions.

Section 7. When military training requires usage of facilities bargained for in this Agreement, space allocations for bargaining unit employees should comply with government regulations to protect health, welfare, and morale of the unit employees.

ARTICLE 24

PERFORMANCE PLANS AND RATINGS

Section 1. The Parties agree that performance standards and critical elements for each employee are to be developed by management after joint planning and discussion between employees and supervisors. Full and fair consideration will be given employees input into the development of the performance standard Standards and critical elements that are to be applied for the coming rating period shall be in writing and signed by employees and supervisors. Any amendments or changes will be initialed by employees and supervisors.

Section 2. If an employee disagrees with the performance standards and critical elements which have been developed for their position, the employee shall first attempt to resolve the disagreement with the supervisor. If the matter cannot be resolved, any employee or group of employees assigned to the same position who disagrees with any part of the plan may submit written comments to the reviewing official within ten days of receipt of the written plan from the supervisor. Employees shall be advised of this right and shall be informed as to who should receive the comments. The written decision of the reviewing official shall be issued within ten days from receipt of the employees comments. The decision of the reviewing official shall be final.

Section 3. A rating may be postponed when a newly assigned supervisor has had less than 120 days to observe the employee's performance against current requirements. All information furnished by each individual employee's work leader shall be considered when conducting their ratings.

Section 4. In order to provide for an accurate and fair appraisal an employee must have worked in the position for a minimum of 120 days. When necessary, the appraisal must be postponed until the 120 day criteria has been satisfied.

Section 5. In either case identified in Section 3 or Section 4, above, the postponement will not exceed 120 days unless special circumstances exist. All postponements require prior approval of management. Postponement will not affect future due dates; however, it automatically shortens the next rating period ("From date") by the length of the postponement.

Section 6. The Parties agree that employees' overall performance should periodically be appraised and employees informed of their progress by rating supervisors. Therefore, as a minimum, a prearranged conference will be held every 120 days during the rating period for this purpose. During these discussions, any performance deficiencies will be identified and the employee be informed of what must be done to reach a fully successful rating.

Section 7. Should an employee receive a warning of unacceptable performance, the employee will be provided written identification of the specific critical element or elements for which performance does not meet the performance standards. The employee shall then be given training and/or other assistance during the warning period to enable the employee to correct the performance deficiencies that have been identified. After a reasonable period of time, should the employee have failed to meet acceptable levels of performance the employer may then take appropriate administrative action.

Section 8. When an employee's job performance has exceeded minimum requirements for fully successful performance, further steps may be taken to commend the employee. When appropriate, nomination for appropriate incentive award may be submitted by management.

Section 9. Performance appraisals of all employees will be based on the individual's performance compared to the standards developed. There shall be no restrictions or quotas subjected to appraisals that could limit the quantity of exceptional or highly successful ratings.

Section 10. While it is understood the Employer retains the right to establish job performance elements and standards, application of the standard is grievable whenever an adverse action results from performance.

ARTICLE 25

JOB RELATED MEDICAL EXAMINATIONS
FOR FIRE FIGHTERS

Section 1: The Employer will provide an annual medical and physical performance evaluation with emphasis on cardiac and respiratory disease.

a. The physical examination is to include EKG, blood work, X-Rays, pulmonary function test and any other test deemed necessary by the physician to ensure the employee is in good physical condition. This assessment of the employee's overall physical condition will be made yearly or prior to the start of an official physical fitness program. New unit employees will have this evaluation accomplished as part of their pre-employment physical examination.

b. The Employer agrees to notify employees at least 24 hours in advance of their scheduled annual physical examination except in those instances where employees are required to schedule their own physicals. Normally, the annual physical examination will not be scheduled on a day the employee is returning to duty from scheduled annual leave, sick leave or nonscheduled day. Unit employees will report for physicals on the date and time established for the examination.

ARTICLE 26

CLOTHING AND GROOMING STANDARDS

Section 1:

a. The Employer and the Union agree that all GS-081 employees will be required to wear a uniform which will provide ready identification to the nature of fire protection work.

b. The Employer agrees that there will be no change in the style of uniforms currently in use at each activity without prior notification to the Union.

c. The Employer agrees to issue to new employees, or replace through wear and tear, one (1) hat badge, two (2) breast badges, and five (5) Fire Department patches.

d. An Employee may purchase and wear T-shirts that are white or blue with the Fire Department logo.

e. All merit award emblems, safety awards, length of service awards or any other type emblem attached to the uniform will be approved by the Fire Chief prior to display.

Section 2: The Employer agrees to provide an initial and quarterly uniform allowance in accordance with the maximum amounts established by appropriate Army Regulations. Fire Department personnel will not be required to submit receipts, invoices or vouchers for uniform items replaced.

Section 3: Understanding that Fire Fighters are expected to comply with more stringent appearance standards than non-uniform employees, the grooming standards are prescribed:

a. Neat appearance, clothes cleaned, pressed and in a high state of repair, shoes shined, cap worn squarely on the head.

b. The face shall be clean shaven except that a mustache is permissible. It shall not extend more than one inch below or one inch beyond the line of the individual's upper lip or edge of mouth, and will not interfere with the seal of the self-contained breathing apparatus (SCBA). Side burns will be neatly trimmed, even in width, and hair will not extend more than one inch below the bottom of the collar. Bush, Afro or other similar hair styles will be worn in moderation so long as these styles do not interfere with the wearing of safety equipment or the uniform hat.

ARTICLE 27

DURATION OF AGREEMENT, FUTURE NEGOTIATIONS, AND IMPASSE SETTLEMENT

Section 1. This Agreement shall remain in full force and effect for a period of three years starting 30 days from the date this Agreement is approved by HQ, TRADOC or the 46th day after the date of execution of this Agreement by Parties if the Agreement has been neither approved or disapproved by that date, This Agreement shall be automatically renewed for an additional one year period on each anniversary of the effective date thereafter unless within a period of from 60 to 90 days prior to the anniversary of the effective date either Party gives written notice to the other of its intention to terminate or renegotiate this Agreement. In the event notice is given, the Parties shall begin negotiation within 30 days. If negotiations are not completed by the expiration date, this Agreement will be automatically extended until a new Agreement is in effect. Further, this Agreement shall terminate at any time that exclusive recognition is withdrawn from the Union under the provisions of the Civil Service Reform Act of 1978, Public Law, 95-454.

Section 2. The Parties mutually agree to amend this Agreement to implement Department of the Army, Department of Defense, office of Personnel Management, and Federal Manual Changes within thirty days after notice to the Union. The Union may submit proposals for impact and implementation bargaining. Requests for amendments shall be in writing and must be accompanied by a summary of the modifications or amendments proposed. Representatives of the Parties will meet to negotiate the matters and no changes other than those required or covered by the summary shall be considered. The effective date of such amendments will be determined by the provisions described in Section 1 of this Article. No amendment or modification of this Agreement shall change the terminal date of this Agreement except as provided for in Section 1 above. Upon mutual consent the Parties may meet to correct a provision of the contract found to be unworkable or defective.

Section 3. If an impasse develops between the Parties in negotiating a new Agreement, the assistance of the Federal Mediation and Conciliation Service (FMCS) may be requested in accordance with the procedures set forth in the regulations of the FMCS. The FMCS may use any means appropriate in its recommendations for settling the dispute.

Section 4. Either Party may request the Federal Service Impasse Panel to consider the matter if mediation does not result in an Agreement. Arbitration to assist in the resolution of an impasse may be used by the Parties only when authorized or directed by the panel.

Section 5. The Parties acknowledge that during the bargaining which resulted in this Agreement, each had an unlimited right and opportunity to make demands or proposals with respect to any subject or matter not removed by law or regulation from the area of collective bargaining and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 6. Impact and Implementation Bargaining Procedures. In the event that the Employer proposes changes in conditions of employment which involve management rights reserved under 5 U.S.C. Section 7106 or which are otherwise not negotiable, the following procedures shall apply with regard to negotiations concerning the impact and implementation of those changes (Sections 7106(b) (2) and (3) of the Federal Service Labor-Management Relations Statute).

a. The Employer shall notify the Union 14 calendar days or more prior to the planned implementation date of any proposed nonnegotiable change in conditions of employment, giving the Union at least seven calendar days from the date of notification to request impact and implementation bargaining.

b. If the Union does not request impact and implementation bargaining within the time limit, the Employer may implement the proposed changes.

c. Upon timely request by the Union, the Employer shall promptly enter into good faith negotiations regarding the impact and implementation of the proposed changes.

d. If, after 30 calendar days from the union's request for negotiations, Agreement has not been reached on impact and implementation bargaining proposals, the Union agrees that the Employer may implement its last, best offer. The Employer agrees to continue negotiations in good faith and to proceed, if necessary, through mediation by the Federal Mediation and Conciliation Service and resolution of any impasses by the Federal Service Impasses Panel. The Employer further agrees to retroactively apply any procedures for implementation and appropriate arrangements for employees adversely affected which are negotiated by the Parties or imposed upon them by the Panel unless such retroactive application would result in undue disruption of activity operations.

IN WITNESS WHEREOF the Parties hereto have entered into this Agreement
on this 9th day of June 1988.