

NEGOTIATED AGREEMENT BETWEEN  
U. S. DEPARTMENT OF THE ARMY  
INSTALLATION MANAGEMENT AGENCY  
PACIFIC REGION FORT SHAFTER, HAWAII

AND

INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS  
LOCAL F-263, AFL-CIO

2010

## TABLE OF CONTENTS

<b>Article</b>	<b>Title</b>	<b>Page</b>
	Preamble	1
	Support of Common Goals	2
	Working Relationship Commitment	3
	Witnesseth	4
Article 1	Recognition and Unit Designation	5
Article 2	Application of Federal Laws and Regulations	6
Article 3	Union Rights and Union Representation	7
Article 4	Employer Rights	9
Article 5	Employee Rights	10
Article 6	Matters Subject to Negotiation and Consultation	11
Article 7	Grievance Procedure	13
Article 8	Arbitration Procedure	17
Article 9	Labor-Management Cooperation	19
Article 10	Leave Administration	20
Article 11	Sick Leave	21
Article 12	Exchange of Duty/Shift Exchange	25
Article 13	Hours of Work and Tours of Duty	26
Article 14	Overtime/Mandatory Overtime	27
Article 15	Safety and Occupational Health	29
Article 16	Health, Welfare and Morale	33
Article 17	Injury and Compensation	35
Article 18	Discipline and Adverse Actions	37
Article 19	Training	40
Article 20	Promotions/Vacancies	43
Article 21	Classification of Position Descriptions	44
Article 22	Details	45
Article 23	Reduction in Force and Furloughs	46
Article 24	Equal Employment Opportunity	48
Article 25	Uniforms	49
Article 26	General Provisions	50
Article 27	Duration of Agreement	51

## **PREAMBLE**

This AGREEMENT is made by and between the U.S. Department of the Army, Installation Management Agency, Pacific Region, Fort Shafter, Hawaii (hereinafter referred to as the "EMPLOYER") and the International Association of Fire Fighters, Local F-263, AFL-CIO (hereinafter referred to as the "UNION") governing all employees defined in Article 1 of this Agreement, and collectively referred to herein as the "PARTIES".

## **SUPPORT OF COMMON GOALS**

The PARTIES agree to support, affirmatively and positively, the following major goals common to the EMPLOYER and the UNION: providing for participation by EMPLOYEES in formulating and implementing personnel policies and practices affecting the conditions of employment; safeguarding employee health and safety; developing and using employee skills; promoting work attendance; improving the utilization of time and materials; and improving the labor-management relationships in dealings between EMPLOYEES, the UNION and the EMPLOYER in the conduct of public service as specified in this collective bargaining agreement.

## **WORKING RELATIONSHIP COMMITMENT**

The PARTIES recognize the dedicated, professional, and concerned EMPLOYEES of the U.S. Department of the Army, Kilauea and Pohakuloa Federal Fire Departments, Hawaii as the means of providing effective and ever-improving fire and emergency services. The PARTIES seek to foster a continuing attitude of cooperation in the workplace and to establish a work environment, which encourages innovation and flexibility. It is the intention of the PARTIES to maintain a safe, healthy, and quality workplace, where people are treated fairly and equitably. The PARTIES affirm to respect each other and work together to accomplish the EMPLOYER's mission. Both the EMPLOYER and the UNION recognize that, while we have many common interests, we may also have legitimate differences, which must be respected and understood. The EMPLOYER and the UNION resolve not to let specific disagreements affect their positive relationship and this partnership.

## **WITNESSETH**

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

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

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

NOW THEREFORE, the PARTIES hereto agree, within the intent, spirit and meaning of P. L. 95-454, the Civil Service Reform Act of 1978, herein after referred to as the "Statute" as follows:

## ARTICLE 1

### **RECOGNITION AND UNIT DESIGNATION**

**Section 1. Exclusive Recognition.** The EMPLOYER hereby recognizes the UNION as the exclusive agent and representative for all EMPLOYEES within the bargaining unit as defined in Section 2 below. Termination of this Agreement shall not in itself terminate the status of recognition granted the UNION.

**Section 2. Applicability.** The bargaining unit to which this AGREEMENT is applicable is composed of all non-professional GS-0081 series firefighters employed by the Department of the Army at Kilauea and Pohakuloa Federal Fire Departments, Installation Management Agency, Pacific Region, Fort Shafter, Hawaii.

**Section 3. Excluded Employees.** Excluded from this AGREEMENT are all professional employees, supervisors, management officials, and employees described in 5 U.S.C. 7112 (b)(2), (3), (4), (6), and (7).

**Section 4. Communications.** Formal communications between the UNION and the EMPLOYER shall be transmitted via US Mail, postage pre-paid or commercial forwarding service (with signature required) to the Parties' respective business addresses. This requirement may be waived from time to time in specific circumstances by mutual consent of the Parties as necessary.

## ARTICLE 2

### **APPLICATION OF FEDERAL LAWS AND REGULATIONS**

**Section 1. Application.** It is agreed and understood that in the administration of all matters covered by this AGREEMENT, the EMPLOYER, the UNION, and unit EMPLOYEES are governed by existing laws, future laws, and existing or future policies and regulations of appropriate authorities, such as Presidential Executive Orders, Office of Personnel Management policies, guidelines, and regulations; and Department of Defense policies, guidelines and regulations, Department of the Army policies, guidelines, and regulations, USAG-HI policies, guidelines, and regulations, Standard Operating Procedures (SOPs), and Standard Operating Guidelines (SOGs). It is also agreed that Government –wide regulations or law issued during the life of this AGREEMENT will be applied as required.

**Section 2. Official Recognition.** The EMPLOYER agrees that all EMPLOYEES in the bargaining unit will be accorded equitable and uniform treatment in the application of such laws, Executive Orders, rules, regulations, and policies. Complaints and dissatisfaction with their application may be submitted for resolution under the negotiated Grievance Procedure Article 7 of this Agreement or through existing statutory procedures where appropriate.

**Section 3. Availability of Rules and Regulations.** Pursuant to 5 USC 7114 (b)(4) and upon request by the UNION, the EMPLOYER, within a reasonable period of time, will make available to the UNION a copy of all existing policies and regulations, instructions and/or notices, DES, F&ES SOPs/SOGs, and regulations or laws which involve personnel policies and/or practices and/or matters affecting working conditions of bargaining unit EMPLOYEES.

**Section 4. Elimination of Past Practices.** Any past practice that violates any federal law, DoD Instruction, Army Regulations or Army adopted codes are eliminated.



## ARTICLE 3

### **UNION RIGHTS AND UNION REPRESENTATION**

**Section 1. Applicability.** The UNION is entitled to act for, and negotiate collective bargaining agreements covering all EMPLOYEES in the bargaining unit. The UNION is responsible for representing the interests of all EMPLOYEES in the unit without discrimination and without regard to labor organization membership.

**Section 2. Representation.** The UNION shall be given the opportunity to be represented at 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 or practice or other general condition of employment; or any examination of an employee of the unit by a representative of the EMPLOYER in connection with an investigation if the employee reasonably believes that the examination may result in a disciplinary action against the EMPLOYEE; and the EMPLOYEE requests representation.

**Section 3. Recognition.** The EMPLOYER agrees to recognize the Representatives of the International Association of Fire Fighters (IAFF) and the duly elected or appointed representatives of the UNION. The EMPLOYER further agrees that there will be no restraint, interference, coercion, or discrimination against any Union representative because of the performance of his duties/responsibilities under this AGREEMENT. The UNION agrees to submit to the EMPLOYER a list of officers and stewards and to update the list of names as changes occur.

**Section 4. Official Time.** The EMPLOYER agrees that the Officers of Local F-263 will be allowed a reasonable amount of Official Time during normal work hours to perform their representational activities in accordance with 5 USC 7114. Attendance at meetings requested by the EMPLOYER will not be counted as part of the UNION official's official time.

**Section 5. Request for Official Time.** The UNION agrees that prior to performing appropriate business as described in Section 4 above; Union Officers shall first request permission from the appropriate on-duty supervisor. Permission will normally be granted unless such absence would cause an undue interruption of work. The written request for permission shall include a description of the nature of the business to be transacted, including, if appropriate, the name of the grievant and/or complainant and the approximate duration of the absence. If the officer/steward or grievant/complainant cannot be spared at the requested time, the appropriate supervisor on duty shall inform the Union Officer of the time that permission may be granted. In any case, the appropriate supervisor on duty shall not unreasonably deny such permission. The employee and the officer/steward will report their return to work to the appropriate supervisor on duty.

**Section 6. Excused Leave.** The EMPLOYER agrees that upon advance written request, employees who are representatives of the UNION may be excused without charge to leave in conjunction with attendance at conferences, conventions, and training sessions on labor relations matters, provided the employee's services can be spared and such training is determined by the EMPLOYER to be of mutual concern to the PARTIES and that the EMPLOYER's interests will be served by the employee's attendance. The UNION will bear the responsibility for showing how the training will have the required benefit to the EMPLOYER. A detailed agenda with information on the material to be covered in the training session will be required in support of the request. The UNION shall be allowed a reasonable amount of time for such absences.

**Section 7. Use of Official Facilities.** The EMPLOYER agrees to continue to make facilities available for meetings of IAFF Local F-263. Such use will have no disrupting or distracting effect on the mission of the EMPLOYER.

**Section 8. Office Space and Equipment.** EMPLOYEES may be permitted to use the EMPLOYER's conference rooms or other similar facilities for meetings. The UNION shall be provided adequate space on bulletin boards for posting of usual and customary Union notices.

**Section 9. Orientation.** The EMPLOYER agrees that as part of their orientation, all new Employees hired in a bargaining unit position will be informed of the UNION's exclusive recognition and will be given a copy of the current collective bargaining AGREEMENT. The EMPLOYER agrees to make all newly hired bargaining unit employees available for contact with the UNION during the employee's in-processing. This orientation will be in person, will be brief (up to 60 minutes). The EMPLOYER shall notify the UNION of duty assignment and shift of all newly hired employees.

**Section 10. Committees.** The EMPLOYER agrees to consider Union representation on any standing EMPLOYER committees involving the mutual interests of bargaining unit EMPLOYEES and the EMPLOYER. Such consideration shall be given upon written request of the UNION for specific committee membership after notification is given by the EMPLOYER of the establishment/existence of these committees.

**Section 11. Local Surveys.** The EMPLOYER agrees that if a questionnaire is developed locally for distribution to bargaining unit EMPLOYEES relating to personnel policies, practices, and matters affecting working conditions, the UNION will be given the opportunity to review the questionnaire and submit its comments prior to distribution. The results of the survey, in statistical form, will be made available to the UNION upon request when the EMPLOYER is responsible for tabulating the results.

## ARTICLE 4

### **EMPLOYER RIGHTS**

**Section 1. Applicability.** Subject to subsection (b) of this Article, and in accordance with applicable laws, nothing in this agreement shall affect the authority of any Management Official:

- a. to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
- b. in accordance with applicable laws:
  1. to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
  2. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
  3. with respect to filling positions, to make selections for appointments from
    - I. among properly ranked and certified candidates for promotion; or
    - II. any other appropriate source; and
  4. to take whatever actions may be necessary to carry out the agency mission during emergencies.

**Section 2. Negotiations.** Nothing in this AGREEMENT shall preclude the Parties from negotiating:

- a. at the election of the agency, on the numbers, types, and grades of EMPLOYEES or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.
- b. procedures which management officials of the agency will observe in exercising any authority under this article; or
- c. appropriate arrangements for EMPLOYEES adversely affected by the exercise of any authority under this article by such management officials..

## ARTICLE 5

### **EMPLOYEE RIGHTS**

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

**Section 2. Protection.** It is further agreed that the employees in the unit shall have, and shall be protected in the exercise of their right, freely and without fear of penalty or reprisal, to form, to join and assist the UNION or to refrain from such activity pursuant to 5 USC 7102.

**Section 3. Membership.** Members of the UNION may act for the UNION in the capacity of an Officer or Representative and in that capacity:

- a. Present the views of the UNION to the heads of Agencies and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities, and
- b. Engage in collective bargaining with respect to conditions of employment

**Section 4. Personal Concern.** Any EMPLOYEE has the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate officials of the EMPLOYER, in accordance with applicable laws, regulations or the terms of this AGREEMENT.

**Section 5. Employee Assistance Program.** The PARTIES jointly recognize alcohol and drug abuse as treatable illnesses. The Parties agree to cooperate in assisting EMPLOYEES whose attendance, performance and behavior indicate a potentially serious problem by referring the employee to the Alcohol and Drug Abuse Prevention and Control Program. Any employee who participates in this program will be entitled to all rights and benefits as provided for in accordance with applicable regulations.

## ARTICLE 6

### **MATTERS SUBJECT TO NEGOTIATION AND CONSULTATION**

**Section 1. Negotiation.** For the purpose of this AGREEMENT, negotiation is defined as bilateral exploration and exchange of views in a good faith effort to reach agreement and to reducing to writing, any mutual agreement reached, if requested by either PARTY.

**Section 2. Consultation.** For the purpose of this AGREEMENT, consultation is defined as any dialogue, oral or written, between the PARTIES and, unlike negotiations, does not require a mutually acceptable compromise between the PARTIES. The EMPLOYER agrees to consult, upon request of the UNION, on matters that are excluded from negotiation by Article 4 of this AGREEMENT. When consultation occurs, the EMPLOYER agrees to give bona fide consideration to the views that were presented by the UNION when finalizing its position. When engaging in consultation, the EMPLOYER shall at the request of the UNION state its final position in writing, for the record.

**Section 3. Matters Subject to Negotiation or Consultation.** It is agreed and understood that matters appropriate for negotiation, appropriate arrangement bargaining, or consultation between the PARTIES, are personnel policies and practices and matters affecting general living and working conditions of EMPLOYEES in the unit, which are within the discretion of the EMPLOYER that include but are not limited to such matters as safety, training, labor-management cooperation, employee services, methods of adjusting/resolving grievances, provision of supplies and equipment, design or modification of equipment or buildings that may affect or change living or working conditions in any way, granting leave, trade time, promotion plans, demotion practices, pay procedures, reduction-in-force practices, hours of work, overtime, etc. Whether these matters are subject to substantive bargaining, appropriate arrangement bargaining or consultation will be in accordance with the requirements of the Statute and this AGREEMENT. The EMPLOYER will not unilaterally change any provisions of this AGREEMENT or implement any new regulations, policies or practices which are within the discretion of the EMPLOYER without affording the UNION the opportunity to bargain concerning the change and/or the impact and implementation of the change to the extent consistent with law or regulation.

**Section 4. Implementing Changes.** The EMPLOYER agrees that before making a change to existing personnel policies, practices or matters affecting the general working conditions of bargaining unit EMPLOYEES or issuing new or revised USAG-HI policies, instructions or Directorate of Emergency Services, Fire and Emergency Services Division Standard Operating Procedures (SOPs), a copy of the draft policy, instruction, SOP or change(s) to working conditions will be provided to the UNION a minimum of at least fourteen (14) calendar days prior to the proposed implementation date. If the UNION has a desire to raise any issues and/or concerns relating to the proposed change(s), the UNION shall notify the EMPLOYER, in writing, of its desire to consult,

confer and/or negotiate with respect to the issue at hand, no later than seven (7) calendar days after the UNION'S receipt of the EMPLOYER'S proposal. The UNION'S request for an extension of time shall not be unreasonably denied. If the UNION fails to provide a written request to negotiate or consult prior to the intended implementation date, the change may be effected by the EMPLOYER. If the UNION does provide a written request to negotiate or consult, the EMPLOYER agrees not to implement changes until consultation or negotiations with the UNION are completed, unless a compelling need exists. In the event that the EMPLOYER claims a change is warranted based on compelling need, the EMPLOYER shall provide the UNION with its reason(s) for stating so, in writing, before implementing any change to policy, practice, procedure, or condition of employment.

**Section 5. Limitation.** It is recognized that this Agreement is not all-inclusive. The fact that certain working conditions have not been specifically covered in this Agreement does not limit the responsibility of either party to consult and negotiate with the other on matters described in this Article.

**Section 6. Points of Contact.** The point of contact for the purpose of consultation and/or negotiation with regard to the administration of this AGREEMENT shall be the duly elected Union President or designee and the Deputy Fire Chief or designee.

## ARTICLE 7

### **GRIEVANCE PROCEDURE**

**Section 1. Purpose.** This Article provides an orderly procedure for the prompt and equitable settlement of grievances. It is the exclusive procedure that will be used by the parties to this Agreement and unit employees in processing grievances which fall within its coverage unless an employee chooses a statutory procedure where provided by law or regulation.

**Section 2. Grievance Issues.** A grievance means any complaint:

- a. by any EMPLOYEE concerning any matter relating to the employment of the EMPLOYEE;
- b. by the UNION concerning any matter relating to the employment of any EMPLOYEE;
- c. by any EMPLOYEE, the UNION or the EMPLOYER concerning the effect or interpretation, or a claim of breach of this Agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

**Section 3. Non-Grievance Issues** The grievance procedure shall not apply to any grievance concerning;

- a. any claimed violation relating to prohibited political activities;
- b. retirement, life insurance, or health insurance;
- c. a suspension or removal for national security reasons;
- d. any examination, certification, or appointment;
- e. the classification of any position which does not result in the reduction in grade or pay of an employee;
- f. non-adoption of a suggestion, performance award or other kind of honorary or discretionary award;
- g. performance warnings and notices of proposed actions;
- h. Letters of Caution
- i. decision of another activity;
- j. separation for failure to satisfactorily complete a probationary period as covered in applicable laws, regulations, rules or standards.
- k. discharge of temporaries;
- l. separation within the first year of an employee on a Veteran's Readjustment Appointment.
- m. management's right to determine performance standards, and identify critical elements. The procedures followed in exercising this right, as defined by Regulation and the Agreement, may be the subject of a grievance, however.
- n. separation, reduction in grade, or furlough for more than thirty (30) days because of a reduction in force (RIF), unless a prohibited personnel practice is alleged.
- o. non-selection from a properly constituted selection list.
- p. the return of an EMPLOYEE by the EMPLOYER from serving a supervisory or managerial probation into the bargaining unit.

**Section 4. Interpretation.** It is agreed that should an EMPLOYEE or a group of EMPLOYEES in the UNIT, the UNION, or the EMPLOYER initiate a grievance or complaint which questions the interpretation of published policies, directives, or regulations of higher authority, the following procedures will apply:

- a. Questions of interpretation of published policies, directives, or regulations of the United States Army shall be referred to the Department of Army for clarification. Questions of interpretation of Department of Defense (DOD) or higher authority regulations will be referred through command channels to the Deputy Assistant Secretary of Defense Civilian Personnel Policy, who will be requested to either render or, in coordination with the Department of the Army and the International Association of Firefighters, obtain an interpretation from the appropriate authority.
- b. The parties will prepare their positions within seven (7) calendar days concerning the interpretation of published policies, directives, or regulations. The position papers of both parties will be forwarded by the EMPLOYER to either the Department of the Army or the Department of Defense in accordance with paragraph 7(a) above. A copy of the forwarding letter will be sent to the UNION.
- c. Beginning the day after the date of the forwarding letter, the parties agree to wait forty-five (45) calendar days for the interpretation to be returned by the appropriate authority to the EMPLOYER. During this period, the processing of the grievance will continue up to and including a request for arbitration, if any.
- d. If the interpretation has not been received by the EMPLOYER at the time the UNION demands arbitration, the parties agree to wait an additional fourteen (14) calendar days in order to receive the requested interpretation.
- e. When the interpretation is received, either party may introduce such interpretation at an arbitration hearing or the interpretation will be considered, but is not binding upon, the arbitrator.

**Section 5. Timeliness.** To be timely, a grievance must be presented within fourteen (14) calendar days after the date of the particular act or occurrence which gave rise to the grievance, or within fourteen (14) calendar days after the grievant became aware of the act or occurrence, but in no case later than thirty (30) calendar days after the act or occurrence.

**Section 6. Grievance Steps.** The following procedure applies to all unit EMPLOYEES:

- a. **Step 1.** An EMPLOYEE shall first discuss the grievance with the appropriate supervisor, normally the immediate supervisor, in an attempt to resolve the matter. The supervisor shall make whatever investigation deemed necessary and render a written decision to the EMPLOYEE within seven (7) calendar days after the discussion. If the employee is not satisfied with the decision, the grievance may be submitted to Step 2.
- b. **Step 2.** The grievance shall be submitted in writing to the Fire Chief or his/her designee within fourteen (14) calendar days after receipt of the Step 1 decision. Within seven (7) calendar days after receiving the grievance, the Fire Chief or



his/her designee shall meet with the grievant and other appropriate persons. Within seven (7) calendar days after the meeting, the Fire Chief or his/her designee shall give his decision in writing, with a copy to the UNION. If the grievant or the UNION is not satisfied with the decision, the UNION may, within fourteen (14) calendar days from the date of receipt of the decision, invoke arbitration in accordance with Article 8, Arbitration.

**Section 7. Representation.** At each step of this procedure, an EMPLOYEE grievant shall be represented and accompanied by a UNION designated representative. As an exception to this requirement, an employee or group of EMPLOYEES wishing to present a grievance under this procedure without the intervention of the UNION may do so. The EMPLOYER may adjust such grievances so long as the adjustment is consistent with the terms of this Agreement and the UNION has been given the opportunity to be present during the grievance proceedings.

**Section 8. Witnesses.** At Step 2 of this procedure and at any arbitration proceeding, both the UNION and the EMPLOYER may call a reasonable number of relevant witnesses. EMPLOYEES required to appear at such meetings and proceedings shall not suffer any loss of pay or leave while so appearing.

**Section 9. Processing.** Grievances between the UNION and the EMPLOYER shall be processed in the following manner:

- a. The grieving party shall submit its grievance in writing to the Fire Chief or the President of the Union as the case may be, within fourteen (14) calendar days after the date of the particular action or occurrence which gave rise to the grievance, or after the party became aware of the action or occurrence, but in no case later than thirty calendar (30) days after the act or occurrence.
- b. Within seven (7) calendar days after receipt of the grievance by either party, the Fire Chief or his/her designated representative and the President of the UNION will meet to resolve the issue. If the grievance is resolved at such a meeting, the parties will execute a memorandum of agreement setting for the resolution. If the grievance is not settled, the party to whom the grievance was submitted shall forward its written decision to the grieving party within fourteen (14) calendar days after the meeting.
- c. If the decision is unacceptable, the grieving party may submit the grievance to arbitration within fourteen (14) calendar days after receipt of the decision. Submission to arbitration shall be in accordance with Article 8, Arbitration.

**Section 10. Submittals.** Grievances based on letters of reprimand, letters of requirement, or suspensions of fourteen (14) calendar days or less, will be submitted to the Fire Chief at Step 2 of the Grievance Procedure. Grievances based on suspensions of more than fourteen (14) calendar days, removals and demotions will be submitted to the Garrison Commander or the Merit System Protection Board (MSPB) but not both.

**Section 11. Class Grievance.** When more than one EMPLOYEE has a common grievance, the UNION may elect to submit and process through the grievance

procedure and arbitration a class grievance on behalf of the entire class. Class grievants shall be identified as soon as possible during the grievance procedure. The UNION may also elect to process each grievance separately, and may consider processing a single grievance under the grievance procedure and arbitration the results of which will be applicable to the entire class

**Section 12. Extensions.** All time limits prescribed in this Article may be extended by mutual consent. Failure of the EMPLOYER to observe the time limits with respect to any step in the grievance procedure shall automatically move such grievance to the next step. Failure of the EMPLOYEE, his representative or of the UNION to observe the time limit shall constitute withdrawal and termination of the grievance.

**Section 13. Merit.** Nothing in this Agreement shall be so interpreted as to require the UNION to represent an employee in processing a grievance, or to continue to represent him, if the UNION considers the grievance to be invalid or without merit.

**Section 14. Grievance Information.** Any relevant information specifically identified that is normally maintained, reasonably available and necessary shall be provided to the EMPLOYEE or the UNION to investigate and process a grievance. This information shall be provided within a reasonable amount of time.

## ARTICLE 8

### **ARBITRATION PROCEDURE**

**Section 1. Who Can Invoke.** Arbitration may be invoked only by the UNION or the EMPLOYER and shall extend only to matters which may be processed under Article 7, Grievance Procedure. The arbitrator's award shall be binding on the Parties except that the UNION or the EMPLOYER may file exceptions to the arbitrator's award in the manner prescribed by law.

**Section 2. Selection of Arbitrator.** When the UNION or the EMPLOYER invokes arbitration, the Parties shall meet within seven (7) calendar days after receipt of the notification for the purpose of selecting an arbitrator. Consideration will first be given to a list of seven (7) names of qualified arbitrators available on Oahu. If agreement cannot be reached, then the Parties shall jointly request a list of seven (7) names from the Federal Mediation and Conciliation Service. The Parties shall meet again within fourteen (14) calendar days after receipt of the list of names. If agreement cannot be reached on one of the names from the list, the UNION and the EMPLOYER shall each strike one name from the list in rotation until only one name remains. The person whose name remains on the list shall be the duly selected arbitrator. The order of striking shall be determined by the flip of a coin. The foregoing process shall be utilized in consideration of qualified arbitrators available on Oahu.

**Section 3. Arbitration Letter.** Following selection and receipt of acceptance from the arbitrator, the Parties will prepare a joint letter submitting the matter in dispute. This letter shall present, in question form, the matter on which arbitration is sought; it shall also outline the rules governing arbitration and the fees and expenses which will be paid. It may contain mutually agreed upon stipulations of fact, and it may be accompanied by any documents the parties mutually agree should be submitted to the arbitrator in advance of the hearing but which may not necessarily be stipulations of fact. Post-hearing briefs may be submitted provided both parties agree or the arbitrator requests them.

**Section 4. Limitations.** In considering any case submitted under the provisions of this Agreement, the arbitrator shall be instructed to limit his proceedings to the specific issue jointly submitted by the Parties and to the evaluation of the testimony, evidence and arguments presented for the purpose of determining whether the action taken was reasonable or warranted or whether it was arbitrary or an abuse of discretion. The arbitrator shall be instructed that he may not change, modify, alter, delete or add to the provisions of the Agreement, that such right is the prerogative only of the contracting parties.

**Section 5. Arbitrator's Fee.** The Arbitrator's fee and all expenses (per diem, travel and hearing transcripts) shall be borne equally by the EMPLOYER and the UNION.

**Section 6. Grieveability/Arbitrability.** In the event the EMPLOYER or the UNION takes the position that a certain matter is not grieveable/arbitrable, the question of grieveability/arbitrability shall be submitted to arbitration together with the dispute on the merits of the matter before the same arbitrator who shall first determine the question of grieveability/arbitrability. If it is determined that the matter is grieveable/arbitrable, the arbitrator shall then consider the dispute.

**Section 7. Location.** The arbitration hearing will be held, if possible, on the EMPLOYER's premises during the regular day shift hours of the basic work week. The EMPLOYEE, the UNION representative, and witnesses who have direct knowledge of the information relative to the case, shall be excused from duty, if otherwise in a duty status, while participating in the hearing.

**Section 8. Decision.** The Arbitrator will be requested to render his decision as quickly as possible, but in any event not later than thirty (30) calendar days after the conclusion of the hearing unless the Parties mutually agree to extend the time limit.

**Section 9. Extensions.** The time limits in this Article may be extended by mutual agreement of the Employer and the Union.

## ARTICLE 9

### **LABOR-MANAGEMENT COOPERATION**

**Section 1. Meetings.** It is the intent and purpose of both Parties to promote and improve the efficient administration of the USAG-HI and the role it plays in the defense and protection of the United States, and the well being of its employees. The Parties agree to establish a basic understanding relative to personnel, policies, procedures practices, and matters affecting the working conditions of the bargaining unit employees. To this end, the Parties agree to hold meetings, the frequency of which the Parties will determine by mutual agreement, to work toward developing quality labor-management relations. These meetings will provide a venue for the Parties to share information, identify problems, improve communications, and to discuss personnel practices and working conditions that affect bargaining unit employees.

- a. At these meetings, the UNION shall be represented by the President or his/her designee and one UNION representative designated by the UNION President. The EMPLOYER shall be represented by the Fire Chief or his/her designee and one other Management Official.

**Section 2. Informal Complaint Process.** This Article sets forth the procedures for processing complaints to agencies outside USAG-HI such as Unfair Labor Practice (ULP) charges, Occupational Safety and Health Administration (OSHA) complaints, classification appeals, Government Accountability Office (GAO) complaints, etc., before such complaints are formally filed. The expressed intent of the Parties is to facilitate informal discussion concerning alleged complaints and to enhance the possibility of informal resolution. To this end, the Parties agree to the following informal process:

- a. Should either party believe that the other party has committed a ULP or other action that may warrant the filing of a complaint with an outside agency, that party shall serve written notice of the alleged violation(s) upon the other party. The written notification will include a clear and concise statement of the facts constituting the alleged complaint, including the time and place of the occurrence of the particular acts, alleged violation(s) of any law, rule and/or regulation and any other supporting documentation alleged to have been violated. The party so served shall have fourteen (14) calendar days from the date the informal complaint was received to investigate the matter and meet with the other party in an attempt to informally resolve the allegation(s). If the matter is not resolved after the expiration of the fourteen (14) calendar day period, the charging party may proceed to file the complaint with the appropriate agency. For the purpose of this section, service will be made to the Fire Chief or the UNION President, personally or by registered/certified mail, return receipt requested.

## ARTICLE 10

### LEAVE ADMINISTRATION

**Section 1. Understanding.** It is understood that the knowledge, skills and abilities of the EMPLOYEE and the needs of the fire service shall be considered by the appropriate on-duty supervisor when making a determination that an EMPLOYEE's services can be spared in connection with a request for annual leave. Unit EMPLOYEES shall accrue annual leave in accordance with 5 U.S.C. 6303. The Parties agree, to establish and maintain a Standard Operating Procedure that includes, but is not limited to policies and/or procedures relating to vacation annual leave, holiday leave, incidental annual leave, Military Leave, Leave Without Pay, Court Leave, Jury duty, Family Friendly Leave, Excused Absences, and Compensatory Time.

**Section 2. Annual Leave.** The EMPLOYER agrees to establish, post and insofar as practicable, follow a leave schedule affording employees an opportunity for two periods of two consecutive weeks of annual leave. Where an adjustment or change becomes necessary, the affected employees will be afforded as much advance notice as is reasonable. Changes in schedule may be made by request to the EMPLOYER where there is no conflict involved. Nothing in this Section shall preclude an EMPLOYEE from exchanging his annual leave period with another upon mutual consent of the EMPLOYEE, subject to approval of the EMPLOYER.

**Section 3. Leave Request.** EMPLOYEES shall submit their leave request to the appropriate on-duty supervisor. Normally, requests for annual leave for other than the vacation leave periods covered by Section 2 of this Article shall be submitted as soon as practicable prior to the beginning of the EMPLOYEE's scheduled work shift. Such leave will be scheduled on a first come first served basis.

**Section 4. Leave Cancellation.** Where employees submit their requests for annual leave on Office of Personnel Management (OPM) form 71 sufficiently in advance of the date for which the leave is requested, and the EMPLOYER approves the leave, the EMPLOYER shall normally notify the EMPLOYEE of any cancellation[s] at two [2] weeks prior to the scheduled leave. An EMPLOYEE whose leave has been canceled shall be advised in writing of reasons for such cancellation and will be afforded an opportunity to reschedule the leave that was canceled.

**Section 5. Unforeseen Situations.** When an emergency, a sudden or unforeseen situation that requires immediate action necessitates an employee's absence which could not be approved in advance, the employee shall make the leave request to the on-duty supervisor, normally at least one-half hour prior to the start of the shift.

## ARTICLE 11

### SICK LEAVE

**Section 1. Provisions.** Unit EMPLOYEES shall accrue and be granted sick leave in accordance with 5 U.S.C. § 6307. EMPLOYEES of the unit who are unable to report for work because of an incapacitating illness or injury shall notify by telephone, the appropriate on-duty supervisor in the station prior to the beginning of their scheduled tour of duty. The EMPLOYEE should state the reason for requesting the sick leave and indicate approximately how long they will be absent. In case of persisting illness or incapacitation or if the absence extends beyond the time indicated, the EMPLOYEE should again notify the appropriate on-duty supervisor and request additional leave. EMPLOYEES have an obligation to keep their supervisors informed on a current basis of their expected return to duty.

- a. Unit EMPLOYEES shall be required to furnish a medical certificate to substantiate a request for approval of sick leave when sick leave exceeds three (3) work days. The EMPLOYER may require a medical certificate or other administratively acceptable evidence for an absence for a lesser period when the agency determines it is necessary. Such medical certificate will include the diagnosis and prognosis and will specify the fitness of the EMPLOYEE to resume his duties or any restrictions imposed thereto. Such medical certification will be provided immediately to the EMPLOYER upon return to work. However, in lieu of a medical certificate, the EMPLOYEE's signed statement explaining the nature of the illness and/or injury may be accepted when it is unreasonable to require a medical certificate because of shortage of physicians, remoteness of locality, or the nature of the illness or injury does not normally require a physician's care.
- b. An EMPLOYEE may request to use annual leave or leave without pay at anytime in lieu of sick leave. Use of any leave is contingent upon the supervisor's approval.
- c. In accordance with applicable rules and regulations, sick leave, not to exceed thirty (30) work days, may be advanced to an employee in case of serious illness or disability. A request for advanced sick leave must be made in writing and will include certification from a physician regarding the need for such leave and expected date to return to work. Advanced sick leave will not be granted if it is considered likely the employee will not return to work for a sufficient period of time to earn the leave.

**Section 2. Doctors Certificate.** The EMPLOYER may require administratively acceptable evidence to assure that the nature of an illness is such that it is incapacitating. The EMPLOYER has the right to issue a Letter of Requirement that requires an EMPLOYEE to furnish a doctor's certificate for each absence for which sick leave, or other leave in lieu of sick leave, was requested, when there is reasonable evidence that the EMPLOYEE is abusing sick leave. This includes but is not limited to the following conditions:

- a. There is sufficient evidence the employee has abuse of non-documented sick leave within the previous twelve (12) month period.

- b. A pattern of sick leave usage is evident.
- c. In cases of suspected sick leave abuse, the EMPLOYER will consider using the following procedures:
  - 1. The EMPLOYEE shall be advised that, because of his/her questionable sick leave record, a medical certificate may be requested the suspected incident of sick leave abuse.
  - 2. A medical certificate may be requested for each subsequent absence on sick leave.

**Section 3. Medical Exams.** Time spent for medical examination and treatment at the dispensary or hospital during work hours for a job related injury or illness, on the date of injury, will be considered time in a duty status.

**Section 4. Appointments.** Approval for sick leave for prearranged medical appointments will be secured from the appropriate supervisor at least one tour of duty in advance of the absence, except in emergency situations. In so far as possible, EMPLOYEES should schedule those appointments for non-duty days. Each EMPLOYEE is expected to use the minimum sick leave necessary for obtaining treatment normally not to exceed eight (8) hours for pre-arranged medical appointments.

**Section 5. On-Duty Injury/Illness.** The EMPLOYER agrees that when a unit EMPLOYEE becomes seriously incapacitated or is seriously injured while on duty, the EMPLOYEE's next of kin will be notified as soon as practicable in accordance with applicable instructions. The EMPLOYER agrees to provide transportation to the proper medical facilities when a unit EMPLOYEE becomes seriously ill or injured.

**Section 6. Fit for Duty.** If the EMPLOYER determines that a unit EMPLOYEE is not fit for duty after reporting for work, the EMPLOYEE will be advised to seek appropriate medical treatment. The EMPLOYEE will be responsible for arranging transportation in those cases where the EMPLOYEE's health or welfare is not in jeopardy. In such instances, the EMPLOYEE is not required to furnish a medical certificate for the tour of duty from which he/she was released. Granting sick leave on subsequent days will be in accordance with this article.

**Section 7. Employee Assistance Program.**

- a. Employee Counseling Services. The EMPLOYER and the UNION recognize and agree that behavioral and/or emotional problems, related or unrelated to alcohol and/or drug abuse, can have an adverse impact on an employee's conduct or overall job performance. Therefore, the parties will support the Department of the Army Substance Abuse Program (ASAP) and will encourage the use of the Employee Assistance Program (EAP) for those unit EMPLOYEES needing counseling and/or rehabilitative intervention.
- b. Access to EAP will come mainly from self-referral or from management referral. However, a physician in connection to a fitness for duty exam may refer an EMPLOYEE for assistance. A UNION representative may alert the EMPLOYER



about an EMPLOYEE who displays a need for intervention under those circumstances that the EMPLOYEE conceals such a need from the EMPLOYER or otherwise only reveals a need to a UNION representative. Similar assistance is available to employees' family members in accordance with applicable regulations.

1. Objectives of EAP are to:
  - I. Provide a programmed, appropriate response to an employee's request for counseling, therapy, or treatment of emotional, behavioral, or personal problems.
  - II. In relation to alcohol or drug abuse, to increase the efficiency, productivity, and effectiveness of the civilian work force, and to reduce absenteeism and the abuse of sick leave through early intervention and prevention of alcohol and other drug abuse; and to provide assistance for employees with alcohol or drug abuse problems through treatment services or referral to appropriate community-based treatment programs.
  - III. When alcohol and/or drug abuse are underlying factors in deteriorating job performance, prompt assistance may lead to early identification of the problem and successful rehabilitation.
  - IV. An initial interview will be conducted with an employee referred to the ASAP. This interview will be conducted by a counselor and will be completed prior to the EMPLOYEE's referral to a physician for clinical evaluation.
2. The diagnosis of alcoholism or drug addiction can only be made by a Certified Substance Abuse Counselor (CSAC). Until a CSAC has made such diagnosis, no derogatory diagnostic term will be used with reference to the EMPLOYEE.
3. Participation by the EMPLOYEE in ASAP is voluntary. EMPLOYEES may participate in either the installation rehabilitation program or an approved community rehabilitation program at the election of the pertinent ASAP official.
4. EMPLOYEES enrolled in ASAP will be limited in days of active rehabilitation and participation in follow-up rehabilitation according to established Army policies. EMPLOYEES may use sick leave, annual leave, leave without pay, or, at the election of the EMPLOYER, advanced sick leave, while in a rehabilitation program.
5. Upon successful completion of rehabilitation and return to duty, the EMPLOYEE will be placed in a similar or related position, at no loss of pay, to the position/he encumbered prior to rehabilitation.
6. An EMPLOYEE will not have job security or promotion action jeopardized by a request for counseling or referral assistance, except as limited by a sensitive position in accordance with applicable laws, rules and/or regulations.
7. An EMPLOYEE affected by disciplinary/adverse action for absenteeism, misconduct, and/or unsatisfactory job performance related to alcohol

and/or drug abuse, may request rehabilitative assistance in accordance with applicable laws, rules, and/or regulations.

8. An EMPLOYEE suffering from known alcohol and/or drug abuse, and whose work performance is deteriorating accordingly, will be provided a choice of either accepting assistance through counseling or professional diagnosis of problems, or accepting consequences for continuing unsatisfactory job performance or conduct.

**Section 8. Critical Incident Stress.** The Parties agree that the Fire Department will establish a policy that implements a “critical incident stress management program” pursuant to NFPA 1500 Standards.

## ARTICLE 12

### DUTY/SHIFT EXCHANGE

**Section 1. Trading Time.** It is understood and mutually agreed to by the PARTIES that the common practice of trading of time between bargaining unit EMPLOYEES will be continued, provided that the following conditions are met:

- a. The trading of time is done voluntarily by bargaining unit EMPLOYEES participating in the program and not at the behest of the EMPLOYER.
- b. Trading of time will be between EMPLOYEES with the same qualifications. The term "qualifications" is defined here as the same levels of competence that the EMPLOYER considers when detailing like EMPLOYEES, one grade above or below their current grade.
- c. An employee participating in a trade of time must be fit for duty when reporting for work.
- d. All time traded must be paid back within the same pay period.
- e. Normally, EMPLOYEES who wish to trade time will submit written requests to their supervisors at least one shift prior to the first day of exchange. The EMPLOYER will consider requests which are submitted in an untimely manner because of circumstances beyond the requesting employee's control. The supervisor will annotate on the request form the approval/disapproval and if disapproved, state the reason why. Supervisors will return a copy of the annotated request form to the requester as well as maintain records of all time traded.
- f. Each Firefighters' hours worked will be accurately documented in time and attendance records.
- g. Duty/Shift exchange shall not result in overtime or reduction in established minimum staffing.

## ARTICLE 13

### HOURS OF WORK AND TOURS OF DUTY

**Section 1. Hours of Work.** The normal workday for EMPLOYEES shall be from 0700 to 0700, Forty-eight consecutive hours of duty and shall consist of a core work period of eight hours and 16 hours of non core duty hours per day. For the purpose of this AGREEMENT core duty time and non-core duty time status is defined as follows:

- a. Core Duty Time is when a BARGAINING UNIT EMPLOYEE is performing scheduled work, when inspecting and maintaining fire apparatus and Fire Department equipment as well as fire suppression devices located throughout the activity, inspecting buildings and areas, giving and receiving job related training, being present at meetings and formal gatherings, being present at "hot work" and other types of operations where the danger of fire or other related emergencies is present, preparing and maintaining reports, records, pre-fire plans, suppressing fires and conducting operations connected therewith, housekeeping , physical fitness, monitoring the work of others, and performing other job related duties assigned by the EMPLOYER.
- b. For the purpose of this AGREEMENT, an employee is in Non-Core Duty Time status only at times when he is not required to perform scheduled work as described in section 2a and is free to eat, sleep, read, listen to radio, or engage in other similar pursuits. The EMPLOYER agrees to guard against scheduling core duty activities during the EMPLOYEES non-core duty time, except as directed by emergency situations or safety and health considerations.
- c. If the EMPLOYER has the need to schedule work as described in Section 2.a. at times other than the "core work hours" the EMPLOYER will ensure that equal amounts of non-core duty time will be permitted during core work hours.

**Section 2. Changes to Established Work Schedules** The EMPLOYER agrees that when changes in a Firefighters' established tour of duty, or a change of work station is required to meet the needs of the EMPLOYER, the EMPLOYER will negotiate the impact and implementation of such proposed changes.

## ARTICLE 14

### OVERTIME/MANDATORY OVERTIME

**Section 1. Entitlement.** Determination of an employee's entitlement to overtime pay will be made in accordance with the Fair Labor Standards Act (FLSA) and other applicable laws. All time spent by an employee covered by the FLSA in performing an activity for the benefit of the Employer and under the control or direction of the Employer is hours of work. Such time includes time during which an employee is required to be on duty; time during which an employee is suffered or permitted to work; and waiting time or idle time which is under control of the Employer and which is for the benefit of the Employer.

**Section 2. Determination.** The Employer and the Union recognize the importance of maintaining adequate fire protection and that, from time to time, bargaining unit employees will be required to work overtime. It is understood that the Employer has the right to make overtime assignments as it deems appropriate to carry out the mission of the Department. The Employer shall first determine the numbers, job ratings, and skills required to meet its overtime assignments and the employees who meet these requirements. Assignments to overtime will be distributed as equitably as practicable pursuant to the provisions listed below. The Employer shall provide employees with as much prior notice as practicable when overtime work will be required to be performed. However, it is recognized that unforeseen requirements may present situations when meaningful advance notification cannot be given.

**Section 3. Non-Emergency Overtime.** Once the need for overtime has been established, the Employer will attempt to make all overtime assignments as follows:

- a. The Assistant or Deputy Fire Chief will first offer the overtime work to a person who is scheduled to be relieved within the station in which the overtime requirement is to occur;
- b. If the EMPLOYEE scheduled for relief declines, the overtime will be offered to personnel currently off-duty.
- c. If there are still no volunteers, the EMPLOYEE on the mandatory overtime list shall be required to perform the overtime work;
- d. When the Assistant or Deputy Fire Chief does not have knowledge of the overtime work requirement for his present work shift (for instance, the overtime work requirement occurs about the time of a shift change), the Assistant or Deputy Fire Chief will seek volunteers for the overtime work pursuant to Sections 3 a, b & c before applying the mandatory overtime list.

**Section 4. Suspended Employees.** When an employee is suspended for any period of time for disciplinary cause, i.e., one for more days, that employee shall not be permitted to work overtime until the employee has been back to work for a period of two (2) full pay periods, unless the Employer requires the employee to work. The employee will remain in the regular overtime sequence.

**Section 5. Emergency Overtime.** The Employer will take whatever steps are necessary to meet emergency requirements. Generally, this will include such measures as the assignment of volunteers already on duty, the recall of employee who lives close to the facility, etc. Specific problems raised by the Union will be presented to the Assistant or Deputy Fire Chief for resolution.

**Section 6. Consecutive Shifts.** The Employer does not consider it desirable to have employees work excessive periods of overtime. Accordingly, the Employer will not allow employees to remain at work for more than seventy-two (72) consecutive hours unless the Employer considers it necessary.

**Section 7. Off-Duty Recall.** EMPLOYEES called into work at a time outside of and unconnected with their regularly scheduled work shift shall receive at least two (2) hours pay at the applicable overtime rate, even if their services cannot be utilized for two (2) hours.

**Section 8. Time Cards.** Overtime records maintained by the fire department shall be made available to UNION Representatives upon request for review, if necessary to resolve complaints concerning distribution of overtime work.

**Section 9. Comp Time.** In accordance with applicable law, rule and regulation, unit employees will not be required to earn compensatory time in lieu of overtime.

## ARTICLE 15

### **SAFETY AND OCCUPATIONAL HEALTH**

**Section 1. Safety.** The EMPLOYER will assure that safe and healthful working conditions are provided for bargaining unit EMPLOYEES, consistent with the provisions of applicable laws and regulations. To this end, the EMPLOYER agrees that USAG-HI, DES, F&ES facilities, apparatus and personal protective equipment (PPE) will comply with DoD/Army Directives, NFPA Standards, or OSHA Regulations, whichever is more stringent. The UNION agrees to cooperate with the EMPLOYER by encouraging bargaining unit EMPLOYEES to work in a safe manner, to wear protective equipment prescribed by the EMPLOYER, and to report observed safety and health hazards to the EMPLOYER in accordance with applicable procedures.

**Section 2. Directorate of Emergency Services, Fire and Emergency Services Division Staffing.** The EMPLOYER agrees to staff the Fire Department in accordance with AR 420-1; Fire and Emergency Services, DoDI 6055.6; DoD Fire and Emergency Services Program and pertinent NFPA standards. The EMPLOYER agrees that any reduction below the minimum staffing requirements established by the Department of Defense and the Department of the Army will only be accomplished after a waiver has been granted by the Secretary of the Army or designated representative. The EMPLOYER further agrees to notify the UNION in writing of its desire to reduce the staffing levels below the minimum requirements. The UNION will be provided copies of all requests for waivers initiated by the EMPLOYER in addition to any approved waivers granted by the Secretary of the Army upon request and the UNION reserves the right to object.

**Section 3. Accident Prevention.** The UNION recognizes that it is the responsibility of each unit employee to observe safe work practices. Therefore, the UNION agrees to promote the maintenance of an effective and continuous accident prevention program by encouraging unit EMPLOYEES obey all safety and health rules and work in a safe manner. In cases where an employee believes a condition exists that is detrimental to the health and/or safety of the employee or others, that employee should make a report indicating such conditions to his/her immediate supervisor. The EMPLOYER shall take prompt action to ascertain the facts upon receiving the report from the bargaining unit employee and initiate appropriate action to abate the unsafe/unhealthy condition.

In cases where an employee believes a condition exists that is detrimental to the health and or safety of the employee or others, that employee shall make a report using the DA FORM 4755 (Employee Report of Alleged Unsafe or Unhealthful Working Conditions). Normally, reports will be signed; however, anonymous reports will be investigated in the same manner as other reports. Reports can be submitted directly to the installation Safety and Occupational Health (SOH) official, to the appropriate tenant SOH official, or through supervisory and command channels.

**Section 4. Personal Protective Equipment (PPE)** . PPE shall be furnished to Bargaining Unit EMPLOYEES and will meet the requirements of the pertinent NFPA standard (latest revision). As provided for by NFPA Standard 1581 Firefighters will not be required to share any part of their PPE with another Firefighter unless it has been cleaned and sanitized in accordance with the manufacturer's directions.

The employer will conduct an assessment of the workplace to determine if hazards are present, or are likely to be present, which necessitate the use of personal protective equipment (PPE). If such hazards are present, or likely to be present, the employer shall select, and have each affected employee use, the types of PPE that will protect the affected employee from the hazards identified in the hazard assessment.

If PPE is contaminated, the EMPLOYER will have that PPE cleaned and sanitized by a professional cleaning service in accordance with the manufacturer's directions. The EMPLOYER further agrees that all EMPLOYEES will be issued properly fitted protective gear. The personal equipment provided by the EMPLOYER will include, but not be limited to, fire fighter protective clothing, station wear boots, wildland fire fighting boots, Self Contained Breathing Apparatus (SCBA) personal masks, optical inserts for SCBA masks, PASS devices, helmets, hearing protection, flash hoods, and coveralls (for dirty work). Additional PPE will be provided as required.

**Section 5. Equipment.** The EMPLOYER shall provide for the inspection, testing, and proper maintenance of equipment used by bargaining unit EMPLOYEES in accordance with Equipment Manuals, NFPA, OSHA, and DoD/Army regulations, whichever is more stringent. The results of these tests shall be made available to the UNION upon request. The EMPLOYER agrees to take prompt and appropriate action when an unsafe condition involving apparatus and/or equipment is reported to or observed by the EMPLOYER. Qualified personnel will accomplish repairs. New and replaced equipment will meet applicable standards. The EMPLOYER agrees that all emergency motorized firefighting equipment and apparatus will receive top priority for maintenance. The EMPLOYER further agrees that any equipment that is found to be mission-incapable will be immediately taken out of service and repaired to working order or replaced.

**Section 6. IAFF Death and Injury Survey.** The EMPLOYER agrees to cooperate with the UNION in providing a yearly record of all on the job injuries and illnesses that occur within the bargaining unit. This will include the age, type of injury or illness, location of the injury (responding to an incident, on the fire ground, etc.), and the number of work hours lost. The EMPLOYER will sanitize this record by removing the names and other identifying information of the EMPLOYEES. These records will be used by the UNION for submission to the IAFF yearly Death and Injury Survey.

**Section 7. Hazardous Materials Exposure Record.** The EMPLOYER agrees that EMPLOYEES subjected to infectious diseases, hazardous substances, toxic fumes,



epoxy paint, radiation, etc., shall be given an appropriate physical evaluation as soon as possible after the exposure. The EMPLOYER will maintain an up-to-date Hazardous Materials Exposure Record for all bargaining unit EMPLOYEES. The employee may request their exposure records from the Tripler Army Medical Center, Medical Correspondence Branch at 808-433-2525.

**Section 8. Fire Department Safety Committee.** The EMPLOYER agrees to establish a Pohakuloa Training Center Fire Department Safety Committee. The committee is tasked with addressing Pohakuloa Training Center Fire Department safety issues and reviewing all standards as they relate to fire fighters and fire inspectors. The committee will be comprised of an equal number of members on both sides chosen by the EMPLOYER and the UNION. The committee will make recommendations to the Deputy Fire Chief on safety and health issues.

**Section 9. Infectious Diseases Prevention.** The EMPLOYER agrees to provide all the necessary PPE and training, IAW laws, rules, regulations and local protocols, to assist firefighters in avoiding exposure to communicable diseases. This PPE will include, but not be limited to, disposable gloves, micro-shields, disposable aprons, EMS jackets etc. The EMPLOYER also agrees to provide the proper decontamination equipment and cleaning products (i.e., bleach, anti-bacterial soap, germicides, alcohol, etc.) in the fire stations and on the response vehicles.

**Section 10. Rehabilitation During Emergency Operations/Training.** The EMPLOYER shall maintain an awareness of the condition of bargaining unit EMPLOYEES operating within their span of control during emergencies/training and ensure that adequate steps are taken to provide for their safety and health. The command structure shall request relief and reassignment of fatigued crews. The incident commander shall consider the circumstances of each incident and make suitable provisions for rest and rehabilitation of bargaining unit EMPLOYEES operating at the scene. These considerations will include medical evaluation and treatment, food and fluid replenishment, and relief from extreme climatic conditions, according to the circumstances of the incident.

**Section 11. Outside Work.** The EMPLOYER recognizes that it is imperative to maintain a refreshed firefighting force ready to respond to any incident. The EMPLOYER recognizes that fire fighters exposed to periods of inclement weather and other severe conditions reduce the capacity of the suppression forces to respond to emergencies. To this end, the EMPLOYER agrees that weather considerations such as extreme cold, extreme heat, high winds, bad air quality, other inclement weather, and the normal tour of duty, will be factors of consideration when conducting fire/rescue training and outside work. The EMPLOYER will comply with appropriate laws, rules or regulations as they relate to performing outside work and/or training for bargaining unit EMPLOYEES.

- a. Inclement Weather. The EMPLOYER will make reasonable provisions for protection of EMPLOYEES against inclement weather for EMPLOYEES engaged in field work where adequate protection is not readily available.

**Section 12. Medical Services.** The EMPLOYER agrees to provide emergency medical services at all high risk training involving bargaining unit EMPLOYEES. Emergency medical and ambulance services will be provided at all structure fires and other high risk emergency incidents.

## ARTICLE 16

### HEALTH, WELFARE AND MORALE

#### **Section 1. Living Conditions.**

- a. The EMPLOYER agrees to provide its firefighters at all installation fire stations with suitable living conditions to include items listed in the Common Table of Allowances (CTA). The EMPLOYER agrees to provide and maintain an effective climate controlled environment within the fire station.
- b. The EMPLOYER agrees to extend the same considerations to the living conditions in the fire station as is extended to Pohakuloa Training Center headquarters Building when utilities and/or appliances break down or need replacing. Maintenance problems will be called to the attention of the Station Captain on duty, who will notify the appropriate maintenance authorities and request action to correct the problem.
- c. The EMPLOYER shall ensure that air filters for HVAC equipment in all fire stations shall be changed as needed. This maintenance procedure shall take place twice annually or per manufacturer's specifications.
- d. The EMPLOYER agrees to provide a safe and healthy water supply.

**Section 2. Annual Events.** The EMPLOYER may encourage an annual event (i.e., softball game, rowing event, picnic) that will allow for reasonable participation by all bargaining unit EMPLOYEES. The nature, date, time and relevant details of this event shall be mutually acceptable to the PARTIES.

#### **Section 3. Incentive Awards**

- a. The EMPLOYER agrees to participate fully in any awards program endorsed by USAG-HI, the Department of the Army (DA) and or the Department of Defense (DoD).
- b. The EMPLOYER agrees to post any awards/incentive program criteria that it is actively supporting and endorsing, in all work locations.
- c. When a bargaining unit employee receives any type of promotion or award, including but not limited to cash awards, on the spot, time in service, quality step increase, the EMPLOYER will recognize the employee with a brief description of his/her exemplary duty or contribution in the presence of his/her peers while on duty.

**Section 4. Physical Fitness Program.** The EMPLOYER agrees to provide and maintain all the required physical fitness clothing and equipment IAW AR 420-1; Fire and Emergency Services, DoDI 6055.6; DoD Fire and Emergency Services Program

and pertinent NFPA standards. The EMPLOYER agrees to authorize adequate time during the core hours of work for EMPLOYEES to participate in the physical fitness program. In addition, the EMPLOYER encourages EMPLOYEES to utilize USAG-HI recreation/fitness facilities and programs

**Section 5. Medical Evaluations For Fire Fighters.** The EMPLOYER shall conduct an industrial health program to assist all EMPLOYEES in maintaining optimum health on the job. Bargaining unit EMPLOYEES shall be given a comprehensive medical and physical evaluation during core working hours with emphasis on cardiac and respiratory diseases in accordance with National Fire Protection Association (NFPA) 1582, and as described in this article. However, the PARTIES recognize that the NFPA 1582 is the minimum standard relating to medical evaluations for fire fighters. To ensure that a comprehensive medical monitoring program is provided to all unit EMPLOYEES, the EMPLOYER agrees:

- a. That all bargaining unit EMPLOYEES who so desire, will undergo tetanus and Hepatitis B immunization, and such other immunizations as may be indicated pursuant to applicable rules and regulations and local protocols as well as tests for tuberculosis .
- b. That pregnancy in the fire service should not be treated any differently from any other medical condition in the fire service that may inhibit a firefighter's ability to perform her job.

**Section 6. Emergency Notification.** The EMPLOYER agrees that if an employee dies, becomes seriously ill, or is seriously injured on the job, the Fire Chief, or the Deputy Fire Chief, will be responsible for notification of the employee's designated next of kin and an authorized Union Officer as soon as practicable. It is the employee's responsibility to update his/her emergency contact data as changes occur.

**Section 7. Accident Investigation.** In the event of an on duty accident an investigation will be initiated by the EMPLOYER.

## ARTICLE 17

### **INJURY AND COMPENSATION**

**Section 1. Procedures.** Supervisors shall be responsible for ensuring that all bargaining unit EMPLOYEES injured at work are immediately taken to the designated installation medical facility for initial evaluation/treatment. In cases of extreme emergencies or life threatening injuries, the injured employee shall be taken to the nearest medical care facility or trauma center (whichever is most warranted), by the most expedient means possible. When an employee is injured or incapacitated for duty after reporting for work, the EMPLOYER will assist in making arrangements for his/her transportation home. After the initial evaluation/treatment, the employee may elect to continue medical care at the Community Hospital or select a private physician. The supervisor and employee will complete the appropriate paper work as required and in a timely manner.

**Section 2. Employee Counseling.** An employee who is injured or suffers an occupational disease in the performance of his/her duties will be counseled by the appropriate supervisor on the procedures for filing a claim for benefits under the Federal EMPLOYEES Compensation Act. The employee and supervisor may contact the Injury Compensation Specialist for guidance.

**Section 3. Documentation.** It is the EMPLOYEE'S responsibility to maintain a personal file of all pertinent documentation relating to their injury/illness.

The Injury Compensation files including all medical documentation are considered the property of the DOL/OWCP. If an EMPLOYEE wishes to review his/her file, they must request that the DOL/OWCP provide a copy of their claim, the installation will not provide this information. The EMPLOYEE will put their request in writing and include the claim number and date of injury. They will send to: Department of Labor, Office of Workers Compensation, DFEC Central Mailroom – 13, P.O. Box 8300, London, Kentucky 40742-8300.

**Section 4. Work-Related Injuries.** After an employee has suffered a work-related injury or illness and a treating physician determines the employee's limitations, the supervisor will make a reasonable attempt to assign the employee duties commensurate with those limitations as documented by the appropriate forms. The EMPLOYER may also detail an employee who is temporarily unable to perform full firefighting functions to another position. Before the employee returns to full duty, the supervisor will review the employee's fitness for duty documentation.

**Section 5. Non-Work-Related Injuries.** After an employee has suffered a non-work-related injury and a physician determines the injured employee is not able to perform fire fighter duties, the EMPLOYER shall make a reasonable attempt to detail the employee to an available position for which he or she is qualified other than firefighting. The EMPLOYER recognizes the use of light duty for non-work related injuries, but will

give priority to EMPLOYEES with work-related injuries. Before the employee returns to full duty, the EMPLOYER will review the employee's fitness for duty documentation.

## ARTICLE 18

### **DISCIPLINE and ADVERSE ACTIONS**

**Section 1. Agreement.** The PARTIES agree that Disciplinary and Adverse Actions will be initiated and affected in accordance with the provisions of this AGREEMENT and applicable law, rule, and regulation.

**Section 2. Purpose.** The PARTIES agree that the purpose of disciplinary action is to correct the offending employee and maintain discipline and morale among other unit EMPLOYEES. For the purpose of this AGREEMENT, the term "Disciplinary Actions" includes letters of reprimands and suspensions of not more than fourteen (14) calendar days, which can be grieved under the grievance procedure contained in Article 7 of this AGREEMENT. Letters of warning, counseling, requirement and/or leave restrictions are not disciplinary actions and will not be placed in the employee's official personnel file.

**Section 3. Applicability.** Non-disciplinary counseling sessions, letters of caution or requirement, or counseling entries in the employee's Fire Department record/file are not considered discipline. Counseling entries and letters of caution or requirement in an employee's Fire Department record are to be reviewed by the supervisor for possible removal every three months. The EMPLOYER shall ensure that all unit EMPLOYEES will be made aware of all entries made in their Fire Department record. Any disciplinary action or letter of reprimand, warning, counseling, requirement or leave restriction will be issued by a representative of the EMPLOYER.

**Section 4. Just Cause.** Disciplinary actions shall only be taken for just cause. Consideration shall be given to the minimum disciplinary remedy that can be reasonably expected to correct the offending employee and maintain discipline and morale among other EMPLOYEES.

**Section 5. Investigating.** Prior to initiating disciplinary action, the following procedures shall be followed:

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

**Section 6. Notification.** Any unit employee against whom a disciplinary action is proposed shall be notified in writing, in duplicate, of the reasons for such action. If any disciplinary action is not sustained against the employee, all references to such action will be withdrawn from the employee's official personnel file.

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

**Section 8. Representation.** When the unit EMPLOYEE does not elect to have the UNION represent him, the UNION will be permitted to have an observer present at all adjudicatory procedures, such as hearings, inquiries, proceedings, or conferences conducted with the employee and at an appropriate time to let its views be known. Such attendance of the union representative shall be on Official Time.

**Section 9. Union Grievance.** The unit EMPLOYEE and the UNION may exercise their right to grieve disciplinary and/or adverse actions under provisions of this AGREEMENT, starting at Step 2 of the procedure (Article 7). The EMPLOYEE and his Union Representative are entitled to a reasonable amount of official time to prepare and present the grievance.

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

**Section 11. Advisement.** The EMPLOYER agrees that prior to the taking of an oral or written statement from an employee or when an employee is going to be questioned on matters which may lead to a disciplinary action against him, the employee(s) must be advised at that time of his right to be represented by the UNION. The employee may represent himself. (If the employee(s) do designate the UNION as their representative, a reasonable amount of time will be allowed for the Union Representative to become available). If the employee(s) chooses to not have the UNION represent him the UNION will be afforded the opportunity to attend prior to the statement being taken.

**Section 12. Adverse actions** covered by this Article are removals, suspensions of more than 14 calendar days, furloughs of 30 days or less, and reduction in grade or reduction in pay. Adverse actions are subject to the negotiated grievance procedure under Article 7 or may be appealed to the Merit Systems Protection Board but not both.

**Section 13. Representative Choice.** It is recognized that an employee may be represented by a person of his choice when exercising rights under adverse action procedures. The UNION may have an observer present during adverse action hearings, subject to approval of the administrative judge.



**Section 14. LCA.** Nothing in this AGREEMENT prevents the Parties from considering "Last Chance Agreements" (LCA).

## ARTICLE 19

### TRAINING

**Section 1. Training Program.** The PARTIES agree that training and development of EMPLOYEES in the Unit are important in accomplishing both the mission of the EMPLOYER and the Federal career goals of the employee. The EMPLOYER will develop, promote and maintain adequate training programs that are consistent with the needs of EMPLOYER's Fire Department and in accordance with applicable regulations. The EMPLOYER agrees to provide unit members with information concerning available fire fighting schools conducted by the Department of Defense, Department of the Army, Federal, State and County organizations. A reasonable effort will be made by the EMPLOYER to send EMPLOYEES to such schools at no cost to the employee. The PARTNERS support this training and will encourage all unit EMPLOYEES to enroll in these courses for self-development and the good of the Federal Service. Training directed by the EMPLOYER shall be accomplished while the employee is in a duty status and with no cost to the employee. The PARTIES agree that each employee is responsible for applying a reasonable amount of personal time and effort to keep abreast of the changing technology of his/her occupation.

- a. The PARTIES agree to encourage EMPLOYEES to take advantage of training and educational opportunities. The EMPLOYER may permit unit EMPLOYEES to attend training courses during their duty time without loss of pay or leave providing: The EMPLOYER has determined that the course is job related; the request has been submitted and approved in advance; and the employee can be spared from his/her regular duty assignment.

**Section 2. Library.** The EMPLOYER agrees to provide and maintain a library consisting of fire prevention films, books, periodicals, Technical Orders, Trade Journals, computer media, etc. at the fire station. The library will be for EMPLOYEES' self-development and technological advancement. The PARTIES will identify what training material is necessary and relevant to support the DOD Certification Program and will take the appropriate action to order such material.

**Section 3. Career Counseling.** The EMPLOYER and/or their designated representative for those EMPLOYEES who require specific information regarding training and development opportunities may provide career counseling.

**Section 4. IDP's.** In accordance with applicable Instructions, the EMPLOYER will conduct an annual Individual Development Plan (IDP) to determine the group training needs and requirements of the Fire Department. The UNION will be permitted to submit comments and recommendations regarding training needs to the Fire Chief or his/her designee for consideration prior to completion of the annual Individual Development Plan (IDP). The UNION will be supplied with a copy of the completed annual IDP upon request.

**Section 5. DoD Certification.** Pursuant to DOD 6055.6-M all Fire Department EMPLOYEES are required to participate in the DOD Fire and Emergency Services Certification Program as a supplement to the GS-081 Job Series. Certification levels are the minimum qualification standards for the GS 081 positions Individuals must be certified at these levels before being eligible for promotions, transfers, and certain details.

- a. Furthermore, the PARTIES agree that the professional competence of EMPLOYEES in the Fire Department is important in accomplishing both the mission of the Fire Department and the Federal career goals of the employee. To this end, the EMPLOYER shall provide relevant/required training and that EMPLOYEES shall be dedicated to self-improvement through active participation in these programs. Consequently, the PARTIES have agreed to fully support the Department of Defense [DOD] Fire and Emergency Services Certification program outlined in DODI 6055.6M and other relevant employee development opportunities.
- b. Recognizing the challenges presented by these training requirements the EMPLOYER shall address the short and long-term training strategies relating to the implementation of the DOD Fire and Emergency Services Certification Program and other relevant development requirements, with the commitment to:
- c. Obtain adequate funding to support the DOD Certification Program. Funding shall be provided for, but not limited to, learning facilities, training material, reference material, computer equipment, and training aids in order to support this program as mutually agreed to by the Parties.
- d. Provide policies/procedures designed to keep EMPLOYEES current and to give the EMPLOYEES the opportunity to be eligible for future promotions.

**Section 6. EMS Stand-By.** The EMPLOYER shall make the necessary arrangement to have an ambulance and crew on site during live fire training drills. In the event the ambulance and crew needs to respond to an actual emergency, the live fire training drill shall be terminated as quickly and safely as possible. To ensure that safe working conditions are provided to unit EMPLOYEES, such training shall not resume until such time as the ambulance and crew can be physically present on site.

**Section 7. Facilities.** The EMPLOYER agrees to maintain and/or provide access to adequate facilities necessary to support the practical portion of the approved training programs.

**Section 8. Mentoring.** The EMPLOYER shall provide counseling, training and guidance to all EMPLOYEES in an effort to assist them in remaining current in their assigned positions and for the purpose of assisting their career development.

**Section 9. Train-Up Time.** When an employee of the unit is assigned to any position in which the employee has had no previous or recent experience, he/she will be given a reasonable training period in which to become proficient.

**Section 10. Training Records.** The EMPLOYER will maintain training records on each Fire Department employee. Copies of these training records shall be provided to the employee upon his/her request within 5 working days.

## ARTICLE 20

### PROMOTIONS/VACANCIES

**Section 1. Applicability.** Merit promotion actions for positions within the bargaining unit will be processed and made in accordance with the applicable statutes, rules, regulations, policies, and procedures.

**Section 2. Assistance.** EMPLOYEES may address questions regarding non-selection to the selecting official, and may request UNION representation at a meeting with the selecting official. The EMPLOYER agrees to provide career counseling to bargaining unit EMPLOYEES who seek to improve their career potential.

## ARTICLE 21

### **CLASSIFICATION OF POSITION DESCRIPTIONS**

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

**Section 2. Changes.** The EMPLOYER agrees that each employee will be provided a copy of his official position description and any amendment(s) thereto. If changes are made to the official positions description, either the Fire Chief or the Assistant Fire Chief will discuss the changes with the affected employee. Prior to meeting with the affected bargaining unit EMPLOYEES, the EMPLOYER agrees to notify the UNION regarding the changes to bargaining unit position descriptions. To the extent that nothing shall interfere with the EMPLOYER's right to assign work, such discussion(s) will normally occur prior to making the changes. A copy of the amended position description will be provided to the UNION and the affected employee(s) after it has been amended.

**Section 3. Description Review.** If a unit employee believes that his position description does not properly describe the duties he is performing, he has the right to request, through his supervisor, that his work assignments be reviewed.

**Section 4. Appeals.** If a unit employee believes that the classification (title, series, or grade) of his position is in error, upon request, the employee will be furnished information on appeal rights and the procedures for filing an appeal. The EMPLOYER will also furnish the employee (appellant) with a copy of any forwarding letter or endorsement together with copies of all material furnished to the appellate authority. The employee may appeal with the assistance of a representative designated in writing. The employee and his representative shall be granted a reasonable amount of official time to prepare his appeal and will be assured freedom from restraint, interference, coercion, or reprisal in submitting his appeal.

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

## ARTICLE 22

### DETAILS

**Section 1. Definition.** A detail exists when an employee continues in his/her current status and pay, and is temporarily assigned to an unclassified set of duties or an established position with the same, higher or lower basic pay rate, a different occupational line of work, or different qualifications from those required in his/her official position description.

**Section 2. Procedure.** The Employer will effect a temporary promotion upon learning that a detail will exceed thirty (30) days in a higher graded position, if the employee meets the basic qualification requirements for the position. If the temporary promotion will exceed one hundred twenty (120) days, competitive procedures will apply. Details for periods of thirty (30) days or less may be filled by means of verbal directive. The EMPLOYER will process a Request for Personnel Action in the event that the detail exceeds thirty (30) days to a higher graded position, exceeds thirty (30) days to a position with more promotion potential or exceeds sixty (60) days to an unclassified position or to a position at the same or lower grade.

**Section 3. Conclusion.** At the conclusion of a temporary promotion, the employee will be returned to his/her previous position. The EMPLOYER will make every effort to return the employee to prior duty assignment/location.

## ARTICLE 23

### **REDUCTION IN FORCE AND FURLOUGHS**

**SECTION 1. Notification.** In any reduction-in-force (RIF) action, the EMPLOYER agrees to notify the UNION as far in advance as possible and prior to the issuance of official notices to the EMPLOYEES involved. The UNION shall be provided written information concerning the approximate number of employees to be reduced, the competitive levels affected, the approximate date action is to be taken, and the reason for the RIF.

**SECTION 2. Placement.** The EMPLOYER agrees that, in order to minimize the impact of a RIF, existing vacancies may be filled by the placement of well-qualified EMPLOYEES who might otherwise be adversely affected by the RIF action. Such placement shall be on the basis of the retention standing of EMPLOYEES involved.

**SECTION 3. Official Time.** EMPLOYEES and their representatives shall be allowed a reasonable amount of official time to review retention registers and other records pertaining to the RIF. In this regard, if the EMPLOYEE and his representative cannot be released from their assigned areas for this purpose, the EMPLOYER shall provide an appropriate EMPLOYER representative to meet with the affected EMPLOYEES and their representatives at the EMPLOYEES' assigned area.

**SECTION 4. Reemployment Priority List.** Any career or career conditional unit EMPLOYEE who is separated because of a RIF will have their name placed on the Reemployment Priority List and will be granted reemployment consideration and assistance in accordance with applicable rules and regulations. During their eligibility for reemployment priority, such EMPLOYEES shall be given preference for temporary or permanent positions within their commuting area for which they are qualified and registered on the Reemployment Priority List which are under recruitment outside of the Army. It is understood that acceptance of a temporary appointment will not alter the EMPLOYEE's right to be offered permanent employment.

**SECTION 5. Demotions.** EMPLOYEES who have been demoted through RIF shall automatically be referred for consideration for vacancies for which they are qualified as required by published agency policies and regulations and consistent with the provisions of the Merit Promotion Program.

**SECTION 6. Voluntary Demotion.** It is agreed that an EMPLOYEE of the unit who elects to take demotion in the unit in lieu of a RIF action must be able to perform satisfactorily the duties of the lower position where displacement of another EMPLOYEE is involved. The determination as to whether an EMPLOYEE can satisfactorily perform the duties of the lower position rests with the EMPLOYER.

**SECTION 7. Furloughs.** In the event the EMPLOYER determines a furlough is required, the following procedures will apply:

- a. The Union will be informed in advance of:



1. The reason for the furlough.
  2. The expected length of the furlough.
  3. An estimation of the number of employees affected by the furlough.
- 
- b. All personnel actions will be accomplished in accordance with applicable laws, rules and regulations.
  - c. Unless the furlough results from unforeseeable circumstances, bargaining unit employees will receive at least thirty (30) days advance written notice of the furlough, will be given at least seven (7) days to answer orally and/or in writing, and will receive a written decision prior to being furloughed.
  - d. An employee and the Union Representative, if designated by the employee, will be authorized official time to review supporting material, seek assistance, secure affidavits and other documentary material and prepare and make their reply.
  - e. RIF procedure will be used when it is anticipated the furlough will exceed thirty (30) days.

## ARTICLE 24

### **EQUAL EMPLOYMENT OPPORTUNITY**

**Section 1. EEO Program.** The PARTIES agree that the Equal Employment Opportunity (EEO) Program shall be administered IAW Title 29 CFR 1614, and AR 690-600 and instructions.

**Section 2. Discrimination.** The PARTIES further agree that there shall be absolutely no discrimination of any kind against any employee on account of race, color, religion, sex (includes sexual harassment), national origin, mental or physical disability, age, or reprisal.

## ARTICLE 25

### UNIFORMS

**Section 1. Uniforms.** For the purposes of this AGREEMENT "Uniform" means a specified article or articles of clothing that includes, but is not limited to, such items as shoes, boots, or outerwear an employee is required by an agency to wear to provide a distinctive and easily identifiable appearance in his or her job. This article outlines specific uniform components that will be used by employees while in a duty status and conveys standards for personal appearance so that fire fighters are quickly and easily identified as public safety professionals. There will be no changes in the prescribed station uniform without prior consultation and/or negotiations with the UNION.

**Section 2. Allowance.** The EMPLOYER will provide an initial and replacement uniform allowance in accordance with 5 USC, Section 5901, 5902, and 5903. The PARTNERS recognize that from time to time, Office of Personnel Management increases the annual allowance to adjust for inflation. The uniform allowance will be the maximum amount allowable by law. An initial uniform allowance will be provided to Fire Department Employee(s) when a new uniform, with markedly different requirements is required.

## ARTICLE 26

### **GENERAL PROVISIONS**

**Section 1. Copies of Agreement.** The EMPLOYER agrees to provide forty copies of this AGREEMENT (when published) to the UNION. The PARTIES agree to provide joint training to all members of the USAG-HI, DES, F&ES, affected by this AGREEMENT, within sixty (60) days of the implementation of this AGREEMENT.

**Section 2. Personal Property.** EMPLOYEES who have suffered loss or damage to personal property must call the DA Police and may contact the Claims Office of the Staff Judge Advocate for appropriate claims forms and procedures. Reimbursement for valid claims will be in accordance with Army Regulation (AR) 27-20.

**Section 3. Official Personnel Folders.** The EMPLOYER agrees to make the employee's Official Personnel Folder (OPF) and station files available for review upon reasonable request of the employee. Such review will normally be made during the time an employee is in a work status, at no charge to leave or loss of pay. The release of information from the folder will be as set forth in the Privacy Act and other applicable laws and regulations.

**Section 4. Benefits Counseling.** EMPLOYEES may contact the Army Benefits Center-Civilian (ABC-C) via government phone or computer for information in regard to Federal Employee Health Benefit (FEHB), Federal Employee Group Life Insurance (FEGLI), Thrift Savings Plan (TSP), retirement, and survivor benefits (death and dismemberment). EMPLOYEES may contact CPAC for assistance in reaching the Army Benefits Center.

**Section 5. Employee Suggestions.** The EMPLOYER encourages all unit EMPLOYEES to participate in the Army Suggestion Program (ASP). The EMPLOYER agrees to process employee suggestions in accordance with the applicable local instruction. The EMPLOYER will assist EMPLOYEES in assuring that suggestions are in the correct format for evaluation and are processed in a timely manner.

**Section 6. Public Safety Officers' Benefit Act (PSOB).** The PSOB is a law under which a claimant, who has a certain relationship to a fire fighter who died because of a firefighting activity, may be entitled to a monetary benefit. The Department of Justice, Bureau of Justice Assistance, Public Safety Officers' Benefits Division administers the program. Fire fighters are advised to keep potential claimants, i.e., spouses, children, and/or parents, informed. A claim for death benefits must be filed within one year, and medical evidence may be required to support the claim. The EMPLOYER agrees to keep accurate records of all unit EMPLOYEES to ensure that all relevant/required information is maintained. The EMPLOYER and the UNION will assist claimants in filing their claims.

## ARTICLE 27

### DURATION OF AGREEMENT

**Section 1. Statute of Limitations.** This AGREEMENT, as executed by the PARTIES, shall remain in full force and effect for a period of three (3) years from the date of its approval by the Defense Civilian Personnel Management Service (DCPMS). Thereafter, it will remain in effect for successive periods of one year, unless either PARTY notifies the other in writing no more than one hundred and five (105) days and not less than sixty (60) days prior to the next anniversary date of intention to renegotiate a new agreement. When either PARTY requests to renegotiate the agreement, the provisions of this AGREEMENT shall be honored until a new agreement becomes effective, except for those provisions that are contrary to any law, regulation, Executive Order, or Civil Service Reform Act (CSRA).

**Section 2. Amendments.** Any request for amendment(s) to this AGREEMENT, including mid-term bargaining, from either PARTY shall be in writing and shall contain a summary of the amendment(s) proposed. Within thirty (30) calendar days of receipt of such request, representatives of the EMPLOYER and the UNION shall meet to discuss the matter. If the PARTIES agree on the need for such amendment, they shall negotiate the proposed amendment. No changes shall be considered other than those directly related to the subject of the proposed amendment. Both PARTIES shall duly execute any amendment on which agreement is reached.

**Section 3. Official Changes.** No agreement, alteration, understanding, variation, waiver, or modification of any terms or conditions contained herein shall be made by an employee or group of EMPLOYEES with the EMPLOYER, and in no case shall it be binding upon the PARTIES hereto unless such agreement is made and executed in writing between the PARTIES.

**Section 4. Duration.** All rights, privileges, and working conditions enjoyed by the EMPLOYER, the UNION, and the unit EMPLOYEES at the present time which are not included in this AGREEMENT shall remain in full force and effect, unchanged and unaffected in any manner, during the term of this AGREEMENT.