

COLLECTIVE BARGAINING AGREEMENT BETWEEN

BLUE GRASS ARMY DEPOT RICHMOND KY

AND

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL F-291

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PREAMBLE

Section 1. In accordance with title VII of the Civil Service Reform Act of 1978, the following constitutes an agreement between the Blue Grass Army Depot (BGAD), Richmond, Kentucky, (hereinafter referred to as the "Employer") and International Association of Fire Fighters (IAFF) Local F291, AFL-CIO, (hereinafter referred to as the "Union"), and jointly referred to as Parties.

Congress finds that experience in both private and public employment indicates that the statutory protection of the right of Employees to organize, bargain collectively, and participate through labor organization of their choosing in decisions which affect them:

Safeguards the public interest.

Contributes to the effective conduct of public business.

Facilitates and encourages the amicable settlement of disputes between Employees and EMPLOYER involving conditions of employment.

The public interest demands the higher standards of Employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve Employee performance and the efficient accomplishment of the operations of the Government. Therefore, labor organizations and collective bargaining in civil service are in the public interest.

Section 2. Definitions:

The term "his" refers to both the male and female gender;

The term "regulations", unless otherwise indicated, means all government-wide Rules and Regulations; and

The term "Employee" unless otherwise indicated, means all member of the Collective Bargaining Unit (BGU) that are subject to the this AGREEMENT, as defined in Section 7103(a)(2) of the Federal Service Labor - Management Relations Statute, (Title 5 of the U.S. Code, Chapter 71) (hereinafter the STATUTE).

SUPPORT OF COMMON GOALS

The EMPLOYER and the UNION agree to support, affirmatively and positively, the following major goals common to both Parties; provision for participation by the UNION pursuant to the terms and conditions of the AGREEMENT, in formulating personnel policies and practices affecting conditions of employment; safeguarding of Employee health and safety; developing and using Employee skills; promoting work attendance; improving the utilization of time and materials; promoting the principle of equal employment opportunity; improving labor- management relationship in dealing with Employees, the UNION and the EMPLOYER in the conduct of public service as specified in this Collective Bargaining Agreement (CBA).

PURPOSE

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

ARTICLE 1 EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT

Section 1. The EMPLOYER hereby recognizes the UNION as the exclusive bargaining representative for all Employees in the unit comprised of all non-supervisory Employees of the Fire Department.

Section 2. Termination of this AGREEMENT shall not, itself: terminate the status of recognition granted to the UNION.

Section 3. The provisions of the AGREEMENT shall be binding on the Parties for any expansion of operations affecting Employees within the unit. The EMPLOYER agrees to keep the UNION advised of functional changes.

Section 4. Termination of this AGREEMENT does: not, in and of itself, automatically terminate the dues withholding provisions between the UNION and the EMPLOYER.

ARTICLE 2 PROVISIONS OF LAW AND REGULATIONS

Section 1. In the administration of all matters governed by this agreement, officials and Employees shall be governed by applicable law; Government-wide regulations; Department of Defense (DoD), and Department of the Army (DA) Regulations in existence on the effective date of this agreement. To this end, these laws, rules and/or regulations shall include but may not be limited to Presidential Executive Orders, Comptroller General Decisions, Office of Management and Budget Issuance's, Office of Personnel Management policies and guidelines, National Fire Protection Association (NFPA) and Occupational Safety and Health Administration (OSHA) Standards, the DoD policies and regulations, the DA policies and regulations, policies and regulations issued locally, Fire Department policies and Standard Operating Procedures (SOP).

Section 2. Rules and/or Regulations, other than Government-wide regulations, becoming effective after the effective date of this agreement shall be binding upon officials and Employees only to the extent that the terms of such regulations are not in conflict with the provisions of this agreement. Rules and/or Regulations, other than Government-wide regulations, becoming effective after the effective date of a Memorandum of Understanding (MOU) shall be binding upon officials and Employees only to the extent that the terms of such regulations are not in conflict with that MOU. In the event any provision is determined to be in conflict with Federal Law, the provision will be considered unenforceable upon written notice from management.

Section 3. Whenever this agreement or an MOU is renegotiated or renewed, it must be brought into conformance with applicable Government-wide, DoD, and DA regulations then in existence.

Section 4. Pursuant to 5 USC 7114(b)(4) and upon written request from the Union, the Employer shall furnish the Union a copy of existing DoD, DA local rules, regulations and/or Fire Department SOP, and any regulation or law which involves personnel policies and/or practices and/or matters affecting working conditions of unit Employees if it's normally maintained by the Civilian Personnel Advisory Center (CPAC) in the regular course of business and is reasonably available. The Employer agrees to place the Union on the distribution list to receive copies of all locally issued Notices and Instructions pertinent to Civilian Personnel and matters affecting working conditions of unit Employees.

Section 5. The Employer agrees that before making a change to existing working conditions or implementing a new/revised rule/regulation from a higher authority, or issuing a new/revised change to policies and/or regulations or Fire Department SOP, a copy of the draft Policy, Notice, Regulations, SOP or change(s) to working conditions will be provided to the Union along with the intended implementation date. At which point, the Union may, within (15 calendar days) after receipt of the proposed change, request that the Employer negotiate or consult on the changes of the draft SOP, Notice, Rule, or Regulation. Reasonable requests for extensions of time limits will be granted. If the Union fails to make a written request to bargain or consult prior to the intended implementation date, the Employer may effect the change.

Section 6. The Employer agrees to provide a copy of this AGREEMENT and a set of the Fire Department's SOP to all-BUE (s). Five additional copies will also be furnished to the Union for their use.

ARTICLE 3 MATTERS SUBJECT TO DISCUSSION AND NEGOTIATION

Section 1. It is agreed and understood that matters appropriate for negotiation and consultation between the parties are personnel policies, practices, and matters affecting general working conditions of Employees in the unit which are within the discretion of the Employer that include but are not limited to such matters as safety, training, labor-management cooperation, employee services, methods of adjusting/resolving grievances, granting leave, promotion plans, demotion practices, pay procedures, reduction-in-force practices, hours of work, etc.

Such negotiations will be in accordance with the requirements of the Statute and this AGREEMENT. The Employer will not unilaterally change any provisions of this AGREEMENT or implement any new regulations, policies or practices which are within the discretion of the Employer without affording the Union the opportunity to bargain concerning the change and/or the impact and implementation of the change to the extent consistent with law and regulation.

Section 2. For the purpose of this AGREEMENT, consultation is defined as any dialogue, either written or oral, between the parties and unlike negotiations does not require a mutually acceptable compromise between the parties. The Employer agrees to consult, upon request of the Union, on matters that are excluded from negotiation by Article 5 of this AGREEMENT. When consultation occurs, the Employer agrees to give *bonafide consideration* to the views that were presented by the Union when finalizing its position.

Section 3. The purpose of this AGREEMENT, negotiation is defined as bilateral exploration and exchange of views in a good faith effort to reach agreement and reducing to writing any mutual agreement reached if requested by either party.

Section 4. The point of contact for the purpose of consulting and/or negotiating on any issue regarding the administration or application of this AGREEMENT shall be the duly elected President or his/her designated representative for the Union and the Fire Chief and/or his/her supervisor for the Employer. If neither of these officials is available, the parties will insure that a duly authorized representative will be present and have full authority to perform such functions.

ARTICLE 4 RIGHTS OF EMPLOYEES

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

Section 2. Pursuant to 5 USC 7102, the Employees in the unit shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, to join and assist the Union or to refrain from such activity. The freedom of such Employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting in the capacity of a Union Representative, including presentation of the Union's views to the Secretary of Army, the Secretary of Defense, Congress, or to other appropriate authority, except as expressly prohibited by law or regulation. The Employer agrees to take such actions as may be necessary, consistent with law, rule, regulations, or directives from higher authority, in order to assure that Unit Employees are apprised of their rights as described in this Article; and to take any such further action as is deemed necessary with respect to the unlawful interference with, restraint or coercion of any Employee in the exercise of these rights.

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

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

Section 5. Employee Representation:

An Employee has the right to file a grievance without interference, coercion or reprisal.

Conversations between a management representative and a grievant (including any Union Representative) concerning the Employee's grievance will not be tape recorded without the consent of all parties. All parties to such tape-recorded conversations will be provided a copy (upon request) of the tape recording (including a summary or transcript thereof, if any).

Section 6. An Employee has the right, regardless of Union membership, to bring matters of personal concern to the attention of his immediate supervisor or appropriate management officials, in accordance with applicable Law, Rule, and Regulation, or established policies and to choose his own representative in a grievance or appeal action not subject to review under the Negotiated Grievance Procedure. An Employee or group of Employees in the unit may be represented only by themselves or the exclusive Union in filing a grievance under the Negotiated Grievance Procedure.

Section 7. Employees shall be protected against reprisal for the disclosure of information not prohibited by law or executive order which the Employee reasonably believes evidences mismanagement, waste of funds, abuse of authority or a substantial and specific danger to public health or safety.

Section 8. Employees may be released from work without charge to leave to seek the assistance of a Union Representative, appropriate Human Resources Office (HRO), Equal Employment Opportunity and Employee Assistance Program staff regarding work-related matters of personal concern to the Employee. Release from work for such purposes is subject to the following requirements. The Employee must obtain the approval of his or her supervisor prior to leaving the work area. The Employee's request, provided it is reasonable and appropriate, will be granted and will be delayed only to accommodate the legitimate work requirements of the organization.

The Employee will coordinate with the supervisor the approximate amount of time required for that purpose.

The supervisor will not harass or intimidate an Employee seeking assistance. The Employee

will notify the supervisor when the meeting is concluded.

Visits to the HRO staff may require appointments. Visits to drop off or pick up self-service materials do not require appointments.

Section 9. Employees will have the right to be informed of the individual who is responsible for each of the following: directing their daily work, granting leave requests (annual, sick, etc.), assessing performance, initiating administrative actions and handling first step grievances.

Section 10. Subject to applicable Law, Rule, and Regulation, Employees shall have the right to direct and/or fully pursue their private lives, personal welfare and personal beliefs without interference, coercion or discrimination by management so long as such activities do not conflict with job responsibilities. The standard of nexus shall apply with respect to adverse actions within the meaning of 5 U.S.C. section 7512.

Section 11. Employee Records:

Official Record Requirements. The Official Personnel Folder (OPF) will be maintained in accordance with applicable Law, Rule or Regulation.

Access to Records.

Employees, or their representative designated in writing, shall have reasonable access to examine any document in their OPF with the exception of records restricted by applicable law, rule, or regulation. An appointment may be made with the servicing HRO by the Employee or representative to facilitate such requests.

Employees will have reasonable access to and ability to make copies of their own personnel / medical records maintained by the government and under the control of an activity except as restricted by applicable Law, Rule, or Regulation.

The term "reasonable" as used in this section includes but is not limited to consideration of such matters as the timeliness of the request, the frequency of such request, the cost of copying and the quantity of documents requested.

Outdated Records. Upon review, any material not authorized to remain in the OPF will be removed and disposed of in a manner consistent with protecting the sensitivity of the material.

Supervisor's Notes.

Notes or diaries maintained by a supervisor with regard to his or her work unit or Employees are not official records but are merely an extension of the supervisor's memory. (2) Such notes or diaries, to the extent that they contain personal observations on individual Employees, must be maintained in a secure and private manner and will not be disclosed to any unauthorized person. In those cases where an Employee ceases to be supervised by an individual, the personal notes of that supervisor shall not be transferred to the Employee's new supervisor.

Employee records maintained by supervisors are subject to provisions of the Privacy Act.

Section 12. Probationers/Temporaries:

Probationary and temporary Employees shall be covered by the terms of this AGREEMENT except where otherwise excluded by applicable Law, Rule, and Regulation or this Collective Bargaining Agreement (CBA).

Temporary and probationary Employees will be provided a copy of their official position description and told of the general conditions of their employment upon entrance to duty.

One purpose of the probationary period is to allow Employees a reasonable and fair opportunity to make good. Accordingly, the Employer will normally evaluate the performance of probationary Employees and counsel them concerning performance deficiencies, if any, during the probationary period. Nothing in this section will provide additional rights to probationary/temporary Employees other than provided by law.

ARTICLE 5 RIGHTS OF THE EMPLOYER

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

To determine the mission, budget, organization, number of Employees, and internal security practices of the agency.

To hire, assign, direct, lay-off, and retain Employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such Employees;

To assign work, to make determinations with respect to contracting out, and to determine the personnel by which the agency's operations shall be conducted;

With respect to filling positions, to make selections for appointments from- Among properly ranked and certified candidates for Promotion; or

Any other appropriate source; and

To take whatever actions may be necessary to carry out the mission of the Employer during emergencies.

ARTICLE 6 RIGHTS OF THE UNION

Section 1. The Union is entitled to act for, and negotiate CBAs covering all Employees in the unit. The Union is responsible for representing the interests of all Employees in the unit without discrimination and without regard to labor organization membership. The Union however, does not have the duty/or responsibility to represent BUE (s) that are non-members of Local F- 291 in any statutory appeal procedures. The Employer agrees that there shall be no restraint, interference, coercion, or discrimination against a Union Officer / Steward because of the performance of official Union functions.

Section 2. 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. The Employer agrees to recognize the duly elected and/or appointed Officers, Stewards (not more than one per shift) and/or other authorized representative(s) of IAFF Local F-291. The Union agrees to submit to the Employer within 15 calendar days of election and/or appointment, a list of officers and stewards and to update the names as changes occur.

Section 4. The Employer agrees Officers and Stewards of the Union shall be authorized a reasonable amount of official time away from the job to perform their representational activities pursuant to the terms and conditions of this AGREEMENT and in accordance with 5 USC 7114. The Union recognizes its responsibility to ensure that representatives do not abuse the authority by unduly absenting themselves from their assigned work areas and that they will make every effort to perform their authorized functions in a proper and expeditious manner. A Steward / Union Officer will only be allowed official time after requesting and receiving permission from the immediate supervisor. Supervisors will indicate their approval by initialing a sign-out form. The steward/officer will inform the supervisor of the Employee with whom he/she wants to meet. Upon completion of the business, the steward/officer and the Employee will report back to their respective supervisors and assigned work area.

Stewards/officers must sign in and out of their work area, specifying the time of absence and the type of representational duty being performed. The supervisor will maintain the form in an accessible location in the Fire Department. Generally, approval will be granted by the supervisor, except where an immediate granting of official time would seriously affect the work of the unit. In such cases, the supervisor will arrange for official time as the workload permits. However, official time is not authorized for such activities as solicitation of membership, collection of Employees of dues, campaigning for offices, or other matters pertaining to the internal business of the Union.

The Union recognizes its responsibility to ensure that representatives do not abuse their authority by unduly absenting themselves from their assigned work areas and that they will make every effort to perform their authorized functions in an expeditious manner.

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

In order not to deplete available staffing at the Fire Station, Union attendance at meetings other than those held in the Fire Station normally will be limited to two on-duty representatives.

When the Union's full time representative (President) is absent, on leave or for other reasons, for a period of two weeks or more, the Union may designate another Union Officer/Steward to act in his absence.

Section 5. The Employer agrees that upon advance written request, Employees who are officers and/or delegates may be granted official time in conjunction with attendance at training sessions on labor relations matters, bi-annual IAFF conventions, and other conference, provided the Employee's services can be spared and such training and/or conferences is determined by the Employer to be of mutual concern to the Employer and the Union and the Employer's interests will be served by the Employee's attendance. The Union will bear the responsibility for showing how the training/conference/convention will have the required benefit to the Employer. To this end, the Union will provide a detailed agenda with the information about the training/conference and/or convention at least three weeks prior to the scheduled training/conference/convention.

Official time granted for the purpose of attending training sessions mutually agreed upon shall be a reasonable amount of time. If official time is not approved for the functions outlined above, the Employer agrees, that upon written request from the Union Officer/Steward, annual leave shall normally be granted. The period of time shall be given priority, if scheduled prior to the submission of Annual Leave Requests.

Section 6. Subject to security and safety regulations, officers or duly designated representatives of the Union or its national office, who are not Employees of the agency, will be admitted to the installation to visit the Fire Station of the activity, so long as there is no disruption of work operations. The Employer will be advised as early as possible in advance of the intended visit.

Section 7. The Employer agrees that as part of their orientation, all new Employees hired in a position included in the Unit will be informed of the Union's exclusive recognition. The Employer agrees to make all newly hired BUE (s) available for contact with the Union during the Employee's check in date. This orientation will be in person, will be brief (15-20 minutes) and will be held in the Fire Station. The Employer shall notify the Union of duty assignment and shift of all newly hired Employees. The Union will provide the new Employee with a copy of the current negotiated AGREEMENT.

Section 8. The Union will continue to utilize its current space within the new fire station and management will assist in providing priority use of this office space. Recognizing that current space and warranty restrictions do not lend themselves to an immediate solution, the parties agree to continue to work towards a mutually acceptable solution within one year of the execution date of the collective bargaining agreement.

Section 9. The Employer will continue to allow the Union to hold regular scheduled meetings on the first Saturday of the month after equipment checks are completed as is the current practice.

The Union agrees to inform the Employer at least one week in advance of any special meetings to be held outside of the regularly scheduled Saturday meetings. The Union will be responsible for leaving the building in the same condition as it was prior to the meeting. Time spent in these meeting(s), where the on-duty Employees(s) attend, will be considered part of their stand-by time for that day. These meetings will be a reasonable amount of time, normally consisting of 1 hour.

Section 10. The Union and its representatives may use the Internal Mail Service for regular representational communication (e.g., grievance correspondence or memos to management) with other Union Representatives, management officials, and the Employees involved. The Employer does not assume any responsibility for the security of items placed in the activity Internal Mail nor does it guarantee delivery or timeliness of delivery.

Section 11. The Union will be provided a copy of existing activity directives (e.g., orders, bulletins) published during the life of this CBA that pertain to Employee working conditions. Upon request and subject to operational considerations, the CPAC shall allow the recognized Employee Representatives of the local access to unclassified manuals, regulations, and directives that it maintains, and which pertain to civilian personnel matters and the legitimate representational functions of the local Union. Access to other manuals, decisions and published materials pertaining to the legitimate representational functions of the local Union that are maintained by libraries and other offices of the activity will be arranged by the CPAC upon request of the

local Union.

Section 12. The Employer agrees to provide a bulletin board in the Fire Station for posting Union/IAFF information. Postings will conform to normal security requirements. Posting is not permitted in areas not specifically authorized.

Section 13. Telephones.

To ensure that Employee Representatives have a reasonable opportunity to communicate with Employees, other local Union Representatives, and management officials, the Employer agrees that Union Representatives may use existing telephones and fax machines for authorized representational duties, when such use does not interfere with the activity's requirements.

It is recognized that Union Representatives may receive calls at their work station concerning their representational duties. Such representatives are expected to limit such calls to the shortest possible time it takes to respond in order to minimize time away from work.

Section 14. Research and Information Resources Available to the Union. The parties recognize the rapid advances being made in electronic technology, especially electronic communications. The Union will be granted access to such tools as local area networks and electronic bulletin boards.

Section 15. The Employer will furnish a motor vehicle for travel on-post, when available, for official management-Union meetings or functions mutually beneficial to both parties.

ARTICLE 7 EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and the Union agree to cooperate in providing equal opportunity for all persons, to prohibit discrimination because of race, color, religion, age, sex, national origin, and mental and/or physical handicap to promote the full realization of equal employment opportunity through a continuing affirmative action program.

Section 2. The Employer will conduct a continuing campaign to eradicate every form of prejudice or discrimination based on race, color, religion, age, sex, national origin, and mental and/or physical handicap from the Employer's personnel policies, practices, and working conditions.

ARTICLE 8 INFORMAL COMPLAINT PROCESS

INFORMAL COMPLAINT PROCESS FOR UNFAIR LABOR PRACTICES

Section 1. This Article sets forth procedures for processing unfair labor practice allegations under 5 USC 7116 before such allegations are formally filed with Federal Labor Relations Authority (FLRA) under its rules. The express intent of the parties is to facilitate informal discussion concerning alleged unfair labor practices and enhance the possibility of informal resolution thereof, before such allegations are formalized before a third party .

Section 2. The procedures set forth herein will be applied when either party alleges that the other party has violated a provision of 5 USC 7116; however, allegations involving Section 7116(b) (7) (A) are exempt from this AGREEMENT. These procedures shall apply to unfair labor practice allegations raised between IAFF F-291 & BGAD.

Section 3. The procedure set forth in this Article shall not negate either party's right under 5 USC 71 to allege violations of Section 7116 of that Title before the FLRA in accordance with its rules. However, where the parties execute a settlement agreement resolving a particular allegation, that allegation shall be precluded from further processing before the Authority.

Section 4. Procedures:

Where a party to this Agreement believes that the other party has engaged in any act prohibited by 5 USC 7116, that charging party must notify the responding party of an intent to file an unfair labor practice charge with the FLRA. Such notification must be received by the responding party at least 15 calendar days prior to the filing of such charge with the Authority. Alleged violations of Section 7116(b) (7) (A) if 5 USC 71 are exempt from this requirement and shall be processed in accordance with applicable rules of the Authority.

Where the Local Union is the charging party, written notification will be served upon the Depot Legal Office. Where the Installation is the charging party, the Depot Legal Office shall serve the Local Union President.

The written notice must contain a clear and concise statement of the facts constituting the alleged unfair labor practice, including the time and place of occurrence of the particular acts, supporting documentation, and specific provisions of Section 7116 alleged to have been violated .

The Depot Legal Counsel shall meet informally with the Local Union President to discuss the alleged unfair labor practice(s). Such meeting shall normally take place within 15 calendar days of receipt of written notice by a responding party as provided above. Any such meetings at the Command level will be held only upon mutual agreement.

When a discussion is held, a determination will be made as follows: (1) The issue. Facts leading to the alleged ULP.

Identity of the witnesses the charging party desires to be contacted. Arrangements for further discussion between the parties.

f. The responding party may then fact find the case and develop information regarding the alleged ULP.

g. The party notified of an unfair labor practice allegation as provided in Subsection (a) of this Section shall render a decision to the charging party within 15 calendar days of receipt of such notice. If the facts support the proposed change, remedies will be decided. If the parties are unable to resolve the matter, or if the responding party fails to issue a written decision within the time limits provided herein, the charging party may then pursue the matter before the FLRA in accordance with its rules.

Section 5. Time Limits. Where the charging party becomes aware of an alleged unfair labor practice less than 30 days prior to the expiration of time limits for filing an unfair labor practice charge concerning that allegation before the Authority, this Article shall not operate to prevent such timely filing with the FLRA. However, where such occurs as a result of lack of knowledge on the part of the charging party, written notice must be provided as soon as possible prior to the filing of the charge with the Authority.

Section 6. Enforcement. Disputes over the interpretation and application of this Article shall be resolved exclusively under the Negotiated Grievance Procedure.

ARTICLE 9 HOURS OF WORK AND TOURS OF DUTY

Section 1. The Employer in accordance with applicable regulations will promulgate the tour of duty. The present work schedule includes a 72-hour workweek for a total of 144 hours per pay period.

Section 2. The normal work schedule for BUE (s) shall be from 0730 to 0730, 48 consecutive hours of duty per shift Monday thru Sunday to include Holidays, 144 hour pay periods. Employees in excess of the 144-

hour pay periods will be in overtime/compensation time status. The workday shall consist eight hours of work time and 16 hours of stand-by time. Adequate time to prepare and consume meals will be provided. Physical Training (PT) will normally be from 1500 to 1600 hrs. Normally BUE (s) will secure from work at 1630 hours. The normal work schedule for Fire Prevention Inspector will be a (60-hour work week/120 hours per pay period). Normally the core work hours for the Fire inspector shall be 0730- 1630 hours on Monday thru Friday, with at least one hour lunch period between 1100-1300 hours and a PT period during normal work hours. On the 24-hour stay over shift, the Fire Inspector may work in operations, as long as the Fire Inspector is Certified and Qualified to fill that position, and have the same stand-by time status as other BUE (s). This section shall not preclude negotiations to the extent allowable by law to change BUE (s) work schedules.

Section 3. The Employer agrees that when a change in hours is going to take place, due consideration shall be given to Employees' preferences.

Section 4. The 24-hour tour of duty shall include all time the Employee is required to regularly-- remain at or within the confines of BGAD, whether performing actual work, responding to alarms or in a stand by status. Times in excess of this shall be considered overtime. The tour of duty shall be divided into following categories: (a) 8 hours of actual work and (b) 16 hours of stand-by time. These categories are defined as follows:

Actual Work--such time devoted to the completion of assignments such as (but not limited to) firefighting, inspections, cleaning, maintenance, administration, physicals exercise, and training.

Stand-by Time-- such time during which the Employee remains at BGAD for eating, reading, sleeping, watching television, and recreational activities such as fishing, playing basketball, exercising, swimming, using the golf driving range, walking, or running, as long as he or she has voice or radio contact within boundaries of the activity and is ready to respond to emergencies or essential duties.

Section 5. The Employer shall maintain an awareness of the condition of BUE (s) 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 be utilized to 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 BUE (s) 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 6. Two week notice will be given to all personnel in event of shift or schedules changes, except when the Depot would be seriously handicapped in carrying out its functions or when costs would be substantially increased. These changes shall be in written form. This two-week notice also applies when the change is for the purpose of avoiding or creating the necessity for paying overtime. The Union will be also notified in writing of transfer.

Section 7. The Employer and the Union agree that the Employees of the unit can participate in an early relief program on a voluntary basis with the approval of the on duty supervisor. Notification will be made to the on duty supervisor at least one tour before, or as early as practicable, when early relief is requested. The earliest time personnel involved in this program may be relieved shall be no more than 59 minutes prior to the end of the personnel's shift. Early relief shall be recorded in the department log with time and names of the persons being relieved. Those Employees at the top of the overtime time list are exempt from early relief.

Section 8. It is agreed by the Employer and the Union that the paragraph on the job description which states "perform other duties as assigned", means that such assignments should be reasonably related to the Employee's position and qualifications.

Section 9. Trade Time. The parties agree that firefighters may substitute for one another on regularly scheduled tours of duty in order to permit an Employee to absent himself/herself from work to attend

to purely personal pursuits. This practice is commonly referred to as "Trading Time." This practice will in no way require additional compensation on the part of the Employer. Accordingly, the practice of "Trading Time" will have no effect on the hours of work. The following criteria apply:

The trading of time is voluntarily arranged by the Employees participating in the program and subject to prior approval of the Employer.

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

The total time traded will be restricted to a maximum of 48 hours at any one time and must be paid back in accordance with applicable Law, Rule, or Regulation.

d. Grievances may be filed only in relation to the approval/disapproval process by management.

ARTICLE 10 EMPLOYEE ASSISTANCE PROGRAM

Section 1. The Employer and the Union recognize and agree that behavioral and/or emotional problems, related or unrelated to stress, alcohol abuse 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 Army's Alcohol and Drug Abuse Prevention and Control Program (ADAPCP) and will also encourage the use of the Civilian Counseling Services (CCS) for those unit Employees needing counseling and/or rehabilitative intervention.

Section 2. Access to CCS will come mainly from self-referral or from management referral. However, a physician, in connection with 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 Employer or otherwise only reveals a need to a Union Representative. Similar assistance is available to Employees' family members in accordance with applicable regulations.

Section 3. Objectives of CCS are to:

Provide a programmed, appropriate response to an Employee's request for counseling, therapy, or treatment of emotional, behavioral or personal problems.

In relation to alcohol or drug abuse; to increase the efficiency, productivity and effectiveness of the civilian work force, and reduce absenteeism and the abuse of sick leave through early intervention and prevention of alcohol and other drug abuse. To provide assistance for Employees with alcohol or drug abuse problems through treatment services or referral to appropriate community-based treatment programs.

Section 4. 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.

Section 5. An initial interview will be conducted with an Employee referred to the Employee Assistance Program. This interview will be conducted by a counselor and will be completed prior to the Employee's referral to a physician for clinical evaluation.

A physician can only make the diagnosis of alcoholism or drug addiction. Until a physician has made such a diagnosis, no derogatory diagnostic term will be used with reference to the Employee.

Participation by the Employee in the Employee Assistance Program is voluntary. Employees may participate in an approved community rehabilitation program.

Employees enrolled in the Employee Assistance Program will be limited in days of active rehabilitation and participation in follow-up rehabilitation according to AR 600-85.

Employees may request to use sick leave, annual leave, advanced sick leave or leave without pay, while in a rehabilitation program.

Upon successful completion of rehabilitation and return to duty, the Employee may be placed in his original, similar or related position, at no loss of pay, to the position s/he encumbered prior to rehabilitation.

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 s/he encumbered prior to rehabilitation.

f. An employee affected by disciplinary/adverse action for absenteeism, misconduct, and/or unsatisfactory job performance related to alcohol and drug abuse, may request rehabilitative assistance in accordance with AR 600-85.

g. An Employee suffering from known alcohol and/or drug abuse, 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.

ARTICLE 10A DRUG FREEWORKPLACE PROGRAM

Section 1. The Employer and the Union recognize that illegal drug use is a threat to the public's welfare and the BUE (s) of the Fire Department and the Union. Thus, the Employer shall take necessary steps, including drug testing, to eliminate illegal drug usage. It is the goal of this Article and the Drug Free Workplace Program (DFWP) policy to prevent illegal drug use in the workplace, BGAD Fire Department. The DFWP is initiated at the behest of the Employer.

Section 2. In order to eliminate the safety risks which result from being under the influence of illegal drug usage, the Parties agree that the establishment and administration of the DFWP shall be accomplished in compliance with Executive Order 12564, applicable Law, Rule, and Regulation including AR 600-85 (Latest Revision). The Employer agrees that the Union will be notified in writing of any changes to existing Law, Rule and Regulation prior to implementation for the purpose of negotiating the impact and implementation of the proposed changes.

Section 3. The Parties agree that testing referred to by the term "Drug Test" in AR 600-85 shall mean urinalysis. The Union will be notified in writing, in advance, of any proposed changes to the method/procedure utilized for testing BUE (s). The Employer further agrees that under no circumstances will an Employee be subject to urinalysis testing as a punitive measure. Urine collection shall be conducted in a manner, which provides a high degree of security for the sample and freedom from alteration.

Section 4. Testing Designated Positions are all bargaining unit positions within the GS-081 classification series that the Employer has determined to meet the criteria for random drug testing. The Employer will notify the Union and the BUE of the following:

The reasons for the urinalysis test.

The consequences of a positive test or refusal to cooperate, including disciplinary/adverse action up to and including removal.

Opportunity to submit supplemental medical documentation to support the legitimate use of a specific drug.

Of the availability of drug counseling and referral services, including the name and phone number of the local Employee assistance program counselor.

Section 5. Frequency of testing: Random drug testing will be conducted in accordance with established Law, Rule, and Regulation.

Section 6. Elements of the testing procedure: The Employer agrees that the following procedures will be utilized, subject to Law, Rule, and Regulation.

Upon direction of management, designated BUE (s) will report to the designated location to be tested.

Test will be given in accordance with the guidelines established by the Department of Health and Human Services and applicable court decisions and AR 600-85.

Upon a positive urinalysis test, the Medical Review Officer (MRO) or the Alcohol Drug Control Officer (ADCO) can order another sample be given if, in the opinion of the MRO or ADCO, a second sample is necessary.

Upon a confirmed positive test result by the MRO, the Employee shall be removed from the Test Designated Position. If there are no vacancies to which the Employee can be assigned based on their qualifications, the Employee may be removed.

Section 7. Confidentiality and safeguarding of information:

Samples will be subject to the Chain of Custody established by the Department of Health and Human Services and AR 600-85.

Within the requirements of the Law, Rule, and Regulation, including the Privacy Act, BUE (s) will be assured that matters relating to drug testing will be treated confidentially. Information will be released only to officials/agencies authorized by regulations. The Employer shall insure that drug testing records are maintained in accordance with the Privacy Act.

BUE (s) will be advised of their rights to review and receive copies of documentation maintained by the Drug Program Coordinator relative to the Employee's individual drug test.

BUE (s) can contact the Drug Program Coordinator to determine results of their drug test.

Section 8. Counseling and rehabilitation:

BUE (s) whose tests have confirmed positive will be notified in writing of the opportunity to be referred to the Employee Assistance Program Counselor for initial assessment, short term counseling, monitoring and enrollment in a community resource program.

If Employees fail to participate in counseling or rehabilitation they may be subject to disciplinary/adverse action or removal under Law, Rule, and Regulation.

At the discretion of management and in after taking into account the totality of circumstances, the Employee may be placed on a one year probation for a counseling and rehabilitation and be subject to testing for one year following the rehabilitation period.

Safe Harbor: Under "Safe Harbor", a BUE (s) who voluntarily identifies himself as a user of illegal drugs prior to being placed in the testing pool, and seeks counseling or rehabilitation assistance and thereafter refrains from using illegal drugs will not be subject to disciplinary action for prior drug use. Normally, BUE (s) may

be returned to duty after successful completion of rehabilitation. The Employee may return to the same or similar position occupied before the drug problem was identified unless the Employer determines there are reasons for alternative assignment. During the period of rehabilitation, management will exercise its best efforts to determine a work assignment and schedule that accommodates the Employee without adversely effecting mission requirements. This provision does not apply once the Employee is informed of an impending drug test, or if the Employee is arrested or convicted of a drug related offense. The Employer is not precluded from administering discipline for reasons unrelated to the admission of drug use. The Employee must successfully complete the rehabilitation program and remain drug free thereafter. This does not effect ongoing operation of the Civilian Employee Assistance Program (CEAP), under which Employees may seek rehabilitation assistance for drug abuse problems and be assured that such information will not be released to activity management officials unless the Employee completes signed authorization.

An Employee may be offered counseling and rehabilitation only one time. In the event an Employee tests positive a second time, the Employee is immediately subject to disciplinary/adverse action to immediate removal.

ARTICLE 11 LEAVE PROVISIONS

Section 1. Annual Leave Provisions. Annual leave is provided and may be used for two general purposes:

To allow every Employee an annual vacation period of two weeks of extended leave for rest and recreation.

To provide periods of time off for personal and emergency purposes.

Section 2. Approval of annual leave is the responsibility of the Employer consistent with the accomplishment of the mission.

Section 3. It is recognized that Employees should apply in advance for approval of anticipated leave. Whenever possible, the Employee must request leave at least 24 hours in advance of his/her scheduled shift.

Requests for two weeks annual leave for vacation are to be submitted early as possible in each calendar year. Requests for annual leave other than the two weeks' vacation will be on a first come basis. Vacation schedules in effect at the time of approval of this Agreement will remain in effect for the balance of the leave year.

Annual leave requests for designated federal holidays will be considered based on the following criteria:

Employees who had approved leave for the holiday season the previous year will be least senior for that holiday season during the current year.

Seniority will be based on service time at the BGAD Fire Department.

Section 4. When a request for annual leave has been denied, the Employee will be notified of the reasons for denial.

Section 5. Emergency requests for annual leave must be made at least one hour prior to the time the Employee is scheduled to report for duty, unless circumstances prevent this notification. When able to reach the supervisor, the Employee must also state the reason for being unable to call in one-hour prior. At the time of the emergency request for leave the Employer may require the Employee to state the reason for the request. The reason should be in sufficient detail to permit the supervisor to make a judgment. Examples of emergencies would be:

A situation of such serious nature as to justify the Employee's inability to report to work; or A situation arising during duty hours that necessitates the Employee's need to immediately absent himself / herself from

duty.

Section 6. Sick Leave Provision. Employees shall earn sick leave in accordance with applicable rules and regulations.

The Union fully recognizes the importance of sick leave as well as the advantage of sick leave accrual to the individual and the duty of the Employee to utilize sick leave only when incapacitated for the performance of duty due to illness, injury, or other valid reasons. The Union, therefore, agrees to further the efforts of the Employer in its endeavor to eliminate improper or unwarranted use of sick leave on the part of Employees covered under the AGREEMENT.

In order to request sick leave, an Employee must notify whenever possible the fire officer in charge one hour prior to their scheduled tour of duty. When it is impossible for an Employee to report his/her illness prior to his/her scheduled tour, the supervisor will consider the reason for the Employee's failure to report his/her illness in the required manner.

A doctor's certificate is required for absences of three full duty days or more. In cases where the supervisor has reason to believe an Employee is abusing the use of sick leave, or in a case of frequent use of sick leave, the supervisor may issue the Employee a written notice that he/she must furnish a medical certificate to support any subsequent periods of absence due to illness. When determined necessary, the agency may also require a medical certificate or other administratively acceptable evidence as to the reason for an absence of any duration for any of the purposes described in 5 CFR 630.401(a).

The requirement to furnish a medical certificate may be dropped if the Employee shows significant improvement for three months.

When an Employee is requesting sick leave for more than one day, he/she should make arrangements with the leave approving official concerning further reporting procedures. When it is not physically possible for the Employee to make the call personally, the individual calling must be able to provide the leave approving official sufficient information regarding the Employee's illness for leave approval. This procedure is important to the daily scheduling of work.

Employees will obtain prior approval for absence for the medical, dental, and optical examination or treatment except where an emergency would preclude prior notice and approval.

The Employer agrees to give careful consideration to individual requests by Employees for advance sick leave in an amount not to exceed the provisions of applicable regulations.

Section 7. Compensatory Time.

In accordance with applicable law, rule, and regulation, unit Employees will not be required to earn compensatory time in lieu of overtime. When overtime work is performed, either Employees will have the option of electing to receive compensatory time off or overtime pay for overtime worked.

Employees have 26 pay periods from the pay period in which the compensatory time was worked to use it. Use of compensatory time is subject to the same procedures as those for requesting and obtaining approval of annual leave. Compensatory time earned should be taken before an Employee is authorized annual leave below their 432 carryover. Employees who have both compensatory time and "use or lose" annual leave must manage their leave so that the compensatory time does not convert and the annual leave is not forfeited.

Section 8. Leave Without Pay. Employees may request and be granted leave without pay in accordance with applicable law, rule, and regulation. Such leave of absence normally shall not exceed a period of one year for each application.

Requests for leave without pay shall be in writing, shall justify and explain the need, and shall be submitted at least 15 calendar days prior to the time needed in order to allow the leave approving official sufficient advance notice to make a decision.

An Employee on approved leave of absence shall not lose any rights, subject to laws and regulations and changes therein.

Section 9. Military Leave. Requests for military leave will be granted in accordance with applicable rules and regulations.

Section 10. Court leave. Court leave will be granted to an Employee in accordance with 5 USC 6322 for serving as a witness for any party in a court case, as long as one of the parties in the case is the Federal, State, Local, or District of Columbia Government. The court may include but not be limited to Federal, State, District of Columbia, or Municipal Court. When the Employee is called as a witness, he/she shall notify his/her supervisor promptly so that proper arrangements may be made for his/her absence from duty. Fees received for non-duty time spent in court remain the property of the Employee.

Employees called for jury duty or jury qualification will be granted court leave in accordance with regulations. When called, the Employee shall notify the leave-approving official promptly and shall submit a true copy of his/her summons for jury service. Upon completion of his/her service, the Employee shall present to the leave approving official satisfactory evidence of time served on such duty. Fees for expenses can be retained for jury duty performed within certain jurisdictions, in accordance with applicable court leave regulations. Fees for the Employee may retain jury duty performed on non-duty time.

An Employee released by the court in sufficient time to return to work and perform duty for at least two hours of his/her regular work shift, will return to work or be charged appropriate leave for his/her absence. However, duty time added to court time will not exceed the normal amount of hours the Employee is expected to work. An Employee released from court after 1600 hours and required to return to court the following day will not be required to return to work that day if it would create a hardship on the Employee.

Section 11. Voting and Registration. It is the policy of the Activity to assure every Employee the opportunity to vote or register in any election or on referendums on a civic matter in their community. In Kentucky, the polls are open from 6:00 a.m. to 6:00 p.m. Employees are encouraged to vote or register before or after normal duty hours whenever possible or to utilize the absentee vote ballot to prevent disruption of normal operations. As far as practicable, the Employee may be excused to vote or register, not to exceed eight hours.

Section 12. Family Sick Leave. The Family and Medical Leave Act (FMLA) of 1993 is a statutory provision for Employees, which entitles use of up to (12 workweeks) of leave without pay (LWOP) in any (12 month) period to care for family members or themselves. The entitlement to FMLA is in addition to other types of leave available to Employees. Employees may use FMLA in cases of adoption, foster care, and birth of a newborn or during serious illness of the Employee, child, spouse, or parent.

Section 13. Because all Employees of the bargaining unit have been designated "essential personnel," "when administrative leave is granted to nonessential Employees because of hazardous weather conditions or for other emergency situations, Employees of the unit must report for work unless they have been individually notified by their supervisor that they are excused for the day. An Employee who is scheduled for duty (and is not notified otherwise) will not be excused if he/she fails to report. The Employee will, however, be granted approved administrative leave, if he/she has made a reasonable effort to report as determined by the supervisor.

Section 14. Requests for absence or leave pertaining to matters not covered by this AGREEMENT may be considered and approved in accordance with applicable laws and regulations. Examples of such matters are court leave, jury leave, leave without pay, excused absence, military leave, and FECA and the Family

Friendly Leave Act leave.

ARTICLE 12 OVERTIME and CALLBACK

Section 1. The Union recognizes the right of the Employer to require overtime work in order to meet work force requirements in unforeseen emergencies or other reasons deemed necessary by management. The Employer will make an effort to assign overtime fairly among eligible employees.

Section 2. The Union understands that all Employees of the bargaining unit must be willing to accept overtime work on short notice in emergencies. The Employer agrees to make an effort to give Employees advance notice before requiring them to work overtime.

Section 3. Work performed as overtime will be properly recorded and compensated for in accordance with applicable Law, Rule, and Regulation.

Section 4. Employees will be subject to callback in unforeseen emergencies. Should the callback Employee's services not be needed when the Employee reports for duty, he/she will receive a minimum of two hours of overtime pay.

Section 5. The Employer agrees that records of overtime may be reviewed by Union Representatives on request in accordance with the provisions of 5 USC 7114 (b) (4).

Section 6. General Provisions:

New personnel will be assigned to the bottom of the overtime rosters.

Employees must work a minimum of seven hours to be rotated to the bottom of the overtime roster. Training does not constitute dropping to the bottom of the roster. If a person is required to work overtime in place of an Employee that is in training to make up minimum staffing, he or she will rotate to the bottom of the roster if the required seven hours are worked.

An overtime shift may not be split more than twice in the overtime period.

Employees in an approved leave status shall normally be exempt from overtime and callback.

To alleviate some of the overtime burden, if an Assistant Chief causes an overtime position, the Fire Chief will be included into the Fire Officer's polling list.

f. If a Captain causes the overtime position the Fire Chief will not be included in the Fire Officer's polling list. The Fire Chief will only be utilized after both the Fire Officer's list and the Firefighter's list has been exhausted. If all lists have been exhausted, an officer will be forced to cover the overtime position as long as the officer is not past six days of continuous duty.

If a firefighter causes an overtime position, the firefighter's list will be polled first. If no volunteers are found the Fire Officer's list will be polled. If no volunteers are found from either list the Fire Chief and the Fire Inspector may be polled. If no volunteer is found, a firefighter will be forced to cover the overtime position.

If an officer creates an overtime position, the officer's list will be polled from the top down first. If a volunteer is not found utilizing the officers list, volunteers may be polled from the firefighters list from the top down providing there is an officer scheduled to be on duty.

If no volunteer is found, the forced overtime shall be filled by the top person from the officer's list providing the general provisions are met.

If a firefighter creates overtime, the firefighter's list shall be polled from the top down first. If a volunteer is not found utilizing the firefighter's list, volunteers may be polled from the officers list from the top down providing the general provisions be met.

If no volunteer is found, the overtime shall be filled by the top person from the firefighters

If no volunteer is found from either list, the Fire Chief and Fire Inspector may work the overtime providing the general provisions are met.

Section 7. Leave Provisions:

If an officer requests annual leave and there is already one overtime position created, the officer shall request a volunteer to work for him from the officers list first. If no volunteer is found from the officers list, the officer may request a volunteer by polling the firefighters list providing the general provisions be met. If no volunteer is found from either list, the Fire Chief and Fire Inspector may volunteer to work if the general provisions are met. If no volunteer is found that meets all the requirements, the leave shall be denied.

If an Employee requests annual leave and there is already overtime positions created, the Officer in Charge will poll the overtime roster to find a volunteer for the requested overtime. If a volunteer is found by either the Officer in Charge or the Employee wanting annual leave then the annual leave shall be granted. If no volunteer is found then the annual leave shall be denied. The maximum number that will be on overtime status due to annual leave shall not exceed two personnel.

Section 8. The UNION agrees that all Employees will keep home telephone numbers current so that they can be reached if needed. A current roster of Employees will be maintained at the watch desk.

ARTICLE 13 STATION UNIFORMS FOR FIREFIGHTERS

Section 1. In accordance with 5 CFR Section 591.102 (dated 1 Jan.95):" Uniform means a specified article or articles of clothing that includes, but is not limited to, such items as shoes, boots, or outer wear an Employee is required by an agency to wear to provide a distinctive and easily identifiable appearance in his or her job" (Emphasis added.) 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 Union.

Section 2. Uniform Allowance.

BUE (s) will be provided a uniform allowance in accordance with applicable law, rule, and regulation. The uniform allowance is governed by Title V, United States Code, Subchapter 1. Sections 5901, 5902, and 5903.

Initial Allowance. The initial allowance helps pay the initial-cost of the uniform, but is not intended to fully compensate Employees for their uniform expenses. The initial allowance is effective on the date the Employee is placed in a position for which the Employer requires the wearing of a uniform. The initial allowance shall be the maximum amount allowable by law.

Replacement Allowance. The purpose of the replacement allowance is to help pay for the replacement of uniform items. The replacement allowance shall be the maximum amount allowable by law annually. The replacement allowance shall be paid in accordance with applicable law, rule, and regulation. For the purpose of this AGREEMENT, the replacement allowance shall be paid to BUE (s) quarterly. The replacement allowance request will be initiated for each BUE prior to the first full pay period of each quarter.

Position or Uniform Change Allowance. An Employee who is permanently reassigned or promoted to a

position with similar, but not identical, uniform requirements as those of the previous position or if Employer and the Union agree on a substantive uniform change, then an initial uniform allowance shall be paid to each said Employee to cover the cost of adjustment or addition to the old uniform to meet the new requirements. For an employee moving positions where only his/her required work polo shirt has changed, the employer agrees to pay an additional one quarter's annual clothing allowance for the purchase of new work polo shirts vice an entire initial uniform allowance.

Section 3. Station Uniforms.

The Employer agrees to provide the following accessories to be used with the uniform: Hat badge (1)

Breast badges (2)

Set of collar devices (2) Name tag (2)

A number of fire department shoulder patches

Safety toe shoes/boots (Annually and as needed.) Winter watch cap / Toboggan (1)

Baseball hat (1)

Coveralls or jumpsuit (1)

Insulated coveralls or snowmobile suit for cold weather - (If requested by the individual employee).

The Employer will replace accessories that become worn out due to normal use or requiring replacement due to a position change. Accessories lost or damaged through carelessness of the Employee will be the responsibility of the Employee for replacement.

The Employer and the Union agree that the current accepted design for the BGAD and IAFF logos will continue to be used.

The Employee will be responsible for the following: (1) Work mode uniform

(2) Dress mode uniform (Class B)

Work mode uniform. This mode of dress will be used while on duty in other than situations described in paragraph "i" below. The work mode for unit Employee will consist of:

WORK SHIRT: Polo style (with standardized embroidery)

WORK TROUSERS: Navy Blue or Black slack-type without cuff; or BDU / Cargo type. BELT: Black

leather or black nylon.

SOCKS: Black or white, wool or synthetic fabric

WORK COAT: Blue, waist length, Heavy or Light and meeting standardized requirements. T-SHIRT: White,

Black or Navy Blue, plain or with BGAD or IAFF logo.

WORK SHOES / BOOTS: Safety toe black shoes/boots with or without toe caps, (Provided by Employer.)

Dress mode uniform. The dress mode for unit Employees will consist of the "Class B" uniform:

DRESS SHIRT: Button down (short or long sleeve). DRESS TROUSERS:

Navy Blue slack-type without cuff

BELT: Black leather or black nylon SOCKS: Black or white, wool or synthetic fabric

DRESS SHOES / BOOTS: Black (do not have to be safety toe)

The Dress mode (Class B) is authorized for promotion, ceremonies, funerals and other official functions. A "Class A" uniform with button down long sleeve shirt, tie, trousers (not BDU style), belt, double-breasted coat, dress cap, socks and shoes may be worn in place of the "Class B" but is not expressly required.

The uniform will be worn in one of two modes: the Dress mode or the Work mode. For further clarification refer to Appendix 2-Memorandum of Understanding (MOU) #1 "BGAD Fire Protection Clothing Requirements."

Unit Employees, while in/out of the Fire Station performing work related functions that could cause heavy soiling of the uniform, will be allowed to wear white, black or navy blue tee/sweat shirts. If the employee is out of the station representing the department or performing an official function (e.g. roll call or inspection) the employee will be in a collared shirt. This collared shirt may be the collared sweatshirt, "Job shirt" or the work shirt (polo) which may express the BGAD or IAFF logo that will be color coordinated to the fire service uniform.

The senior fire officer on duty may authorize deviation from this standard on weekends and holidays.

Unit employees may wear a baseball cap with the BGAD or IAFF logo while working on all routine details outside. A navy blue or black watch cap / toboggan may be worn in cold weather.

During stand-by duty, in or lounging around the Fire Station, Employees will be allowed to wear any approved attire, to include the work mode uniform or PT clothes, which may display the BGAD logo or IAFF logo. PT Clothing will be composed of predominately natural fibers.

When in a paid duty status, whether on duty or standby duty, Employees will present a neat, clean and professional appearance at all times. To this end, uniforms will be clean, pressed, and in good repair. Shoes will be clean, in good repair and shined to a reasonable degree.

Employees may wear the uniform to and from work - or not - at their discretion. Employees will be uniformed and ready for duty promptly at the beginning of their shifts.

The standard of neat, clean and professional appearance will also extend to personal grooming standards. To this end, Employees' faces will be clean shaven except that a neatly trimmed mustache will be allowed. Side burns not extending beyond the bottom of the ear lobe will be allowed. Hair will be worn so the hair length on back of the head does not extend below the bottom edge of the collar. In all cases, hair will not interfere with self-contained breathing apparatus or otherwise pose an obstacle to good safety practices. The Employer recognizes Employees' desire to express personal grooming standards; the Union and BUE (s) recognizes the Employer's desire to present a professional looking staff to the BGAD community. To this end, moderation, common sense, and reasonableness will weigh against excessive grooming styles. Employees may wear the approved IAFF lapel logo on the right breast just above the name

ARTICLE 14 TRAINING

Section 1. The parties agree that the training and development of Employees within the unit is a matter of significant importance to the parties.

Section 2. The Employer will provide the training opportunities to enable Employees to do their present job more safely and effectively. The Employer agrees to meet with the Union at least once a year for the purpose of

discussing training courses for members of the bargaining unit. The Employer agrees to consider all training proposals made by the Union including those proposed training courses, which may require travel funds. The Employer encourages the submission of these proposals prior to the end of each fiscal year so that the needs can be considered during the budget planning process.

Section 3. Training opportunities will be offered without regard to race, color, creed, national origin, age, sex, lawful political affiliation, marital status, handicapping condition, or membership in a lawful labor organization.

Section 4. Travel funds may be provided in accordance with applicable regulations and the availability of such funds for all training approved by the Employer involving travel.

Employees attending required training courses where the training is located outside of the local area, as defined by the Federal Travel Regulations, will not suffer loss of pay during the duration of the course even though the course time is less than the regularly scheduled tour of duty.

Where training is within the local area and creates a hardship on the Employee, adjustments in the Employee's schedule may be made. Every effort will be made to allow sufficient time during the course schedule for the Employee to prepare for course requirements.

Section 5. The Employee has the responsibility for providing evidence of satisfactory completion of any training course.

Section 6. The Employer and the Union recognize that each Employee is responsible for applying reasonable effort, time, and initiative in increasing his/her potential value through self-development and training. All development depends, in the final analysis, on the Employee's desire to learn and improve. The Employee must show initiative and energy in developing his/her own skills and abilities. To this end, the Employer agrees to assist in the Employee's desire to learn and improve their skills through extra training, above and beyond the minimum requirements set forth by the BGAD Fire Department, by providing any reasonable assistance to the Employee if the training is of benefit to the Employee and the department.

Section 7. The Employer will provide new Employees educational opportunities for acquiring their Emergency Medical Technician-Basic (EMT-B) certification and will provide Employee's with current EMT-B certification educational opportunities for re- certification as necessary.

Section 8. The Employer agrees to provide all BGAD Fire Department Personnel with appropriate training opportunities and training related reference materials to comply with DoD 6055.6-M Certification Program and comply with AR 420-1, pertaining to Fire & Emergency Services Delivery.

Training may be thru IFSAC, NPQSB (Pro-Board), DoD, Kentucky State Courses or National or Regional Training Seminars, Training Schools, or Conferences. Training will not be limited to DoD Career Development Courses (CDC) due to need for personnel needing exposure to new ideas, new technologies and evolving strategy and tactics for emergency responses.

Required recurring monthly, quarterly, semi-annual and annual training will be a cumulative total of 120 hours annually, as per AR 420-1, to include the required 24 hour KY EMT-B Refresher Hours, 8 hour annual Confined Space Rescue Refresher Course, and 8 hour annual HAZMAT Technician Refresher Course. Any training above the 120 hours minimum required will be after discussion with the Employer as provided in Article 14 Section 2.

All training held at BGAD Fire Department will be reviewed by management to determine which training is properly compensable. All personnel will be in a paid status while attending required training.

No member in an approved leave status or on regularly scheduled off days shall be made to attend make up training or missed training if the course is reasonably expected to be repeated on another monthly,

quarterly, or semi-annual training session, if minimum training requirements have been met. "Make work" training will be discouraged and not be utilized as a punitive measure.

All employees at BGAD Fire Department shall be afforded the same opportunity to receive any training that has been afforded any other employee of BGAD Fire Department when said training is considered as required for or is being given credit to the scoring, rating or determination for their advancement / promotional opportunities of BGAD Fire Department.

Personnel who have attained certification and training above that which is required for their next level of promotion potential shall not be denied consideration for further training opportunities due to their exceeding the minimum requirements of their next level position. (I.E. Firefighter certified ac; a DoD Fire Officer IV won't be denied consideration for other leadership courses due to his completion of Fire Officer IV.)

The employer agrees to maintain, within the Fire Station, a current library of references, training books, videos, DVD's, trade journals (i.e. NFPA Journal), magazines (i.e. Fire Engineering, Firehouse, Fire-Rescue, Fire Chief, etc.) and similar items on such topics as Science of Firefighting, Firefighting Strategy and Tactics, Hazardous Materials Response, Rescue Operations, Emergency Medical Services, etc. These type references shall be updated as new changes in technology, methodology or training criteria are evolved or established and at a minimum these updated every three years as funding is available.

ARTICLE 15 SAFETY AND OCCUPATIONAL HEALTH

Section 1. The Employer will assure that safe and healthful working and living conditions are provided for BUE (s) that are consistent with the provisions of applicable Law, Rule, and Regulation, whichever is more stringent. The Union agrees to cooperate with the Employer by encouraging Employees to work in a safe manner and wear protective equipment prescribed by the Employer and to report observed safety and health hazards to the Employer in accordance with applicable procedures.

Section 2. Protective clothing furnished to the unit Employees will be in accordance with applicable standards. Unit Employees shall be responsible for the condition of items furnished and the return of such items as required by the Employer. The Employer agrees to replace protective clothing and equipment, when worn out. This equipment includes, but is not limited to, tum-out gear, Self-Contained Breathing Apparatus (SCBA), masks, pass devices, prescription safety/sun glasses (if allowed by regulation), and inserts for SCBA masks, eye protection, hearing protection, and protective hoods. Additional equipment will be provided as needed. BUE (s) will not be required to share any part of their turnout or protective equipment with any other Employee.

The Employer agrees to furnish the following protective gear to firefighters: Bunker coats and pants, boots, helmet, protective hood, self-contained breathing apparatus, gloves, safety glasses, safety shoes, ear plugs, and further agrees that all equipment will meet all applicable standards and be maintained in a good state of repair.

The Employer agrees to furnish new tum out coat, pants, boots, and helmets to all firefighters at BGAD if the need exists.

The Employer agrees to meet with Union Representatives to discuss on proper tum-out gear that meets NFPA requirements.

It is understood and agreed to by both parties, the importance of the proper use and operation of protective equipment and clothing that only certified technicians will do repairs on the equipment because of its life sustaining importance.

The Employer agrees to furnish an industrial washer/dryer to clean turnout gear for Fire Fighter's protective equipment.

The Employer and the Union will jointly conduct an annual inspection of BGAD Fire Department living quarters to ensure that they are in compliance with applicable standards and regulations. If, upon inspection, quarters are found not to be in compliance, the Union may offer written suggestions pertaining to how the Fire Station can best be brought into compliance. The Employer will give such recommendations consideration while planning a scheme to gain full compliance.

Section 3. The Employer shall provide for the inspection and testing of the structural integrity and safety of all apparatus and equipment utilized by the fire service at BGAD in accordance with applicable standards. The results of these tests will be made available to the Union upon request. The Employer agrees to take prompt and appropriate action when an unsafe condition involving apparatus and/or equipment is reported to or observed by the Employer. The Employer further agrees that any piece of apparatus and/or equipment not in safe operating condition will be deadline until such time the deficiencies are properly corrected.

Section 4. The Employer shall conduct an industrial health (medical surveillance) program to assist all Employees to maintain optimum health on the job. Unit Employees shall cooperate with the Employer in the implementation of the BGAD Health Programs. In addition, the Employer agrees that all unit Employees will be offered inoculations for all communicable diseases, required by existing Law, Rule, and Regulation.

Section 5. With the on-going concern toward the spread of infectious diseases, the Employer agrees to provide, for the protection of the unit Employees, disposable gloves, micro shields, rubber aprons, and adequate eyewash for response at any type of medical emergencies where the handling of the victim may cause concern.

Section 6. The Employer agrees to request emergency medical and ambulance services at all working fires and any other health or life threatening situation/emergency involving unit Employee.

Section 7. The Employer agrees to staff and operate all Required Fire Apparatus pursuant to the provisions of higher authority law, rule and regulation. The Employer agrees that any deviation to the minimum staffing requirements established by the DoD and the DA will only be accomplished after a Risk Assessment and review for compliance with AR-420-1. The Employer further agrees to notify the Union in writing of their desire to reduce the staffing levels below the minimum requirements. The Union will be provided copies of all pertinent documentation upon request.

ARTICLE 16 REDUCTION -IN-FORCE

Section 1. The Employer agrees to notify the Union prior to the issuance of a general notice that a reduction-in-force anywhere at BGAD will occur. The Union will be afforded an opportunity to make its views and recommendations regarding the impact and implementation of the reduction-in-force.

Section 2. The Employer agrees to notify each affected Employee of the proposed reduction- in- force as soon as possible, in accordance with the regulations in effect at the time the general notice is given.

Section 3. At no time will the Employer use the reduction-in-force procedure to circumvent the adverse action procedures.

ARTICLE 17 INJURY COMPENSATION/LIGHT DUTY/PSOB

Section 1. An Employee who is injured or suffers an occupational disease/illness in the performance of his duties will be compensated in accordance with applicable rules and regulations. The Employer agrees to counsel the Employee on the procedures for filling claims and the benefits to which s/he is entitled.

Section 2. The Employer agrees to process claims for injury compensation in accordance with the rules of the FECA, Office of Worker Compensation Program (OWCP). When an Employee incurs an on-the-job injury or occupational disease/illness, the Employer should be notified immediately and the appropriate form, CA-1

(traumatic injury) or CA-2 (occupational illness/disease) will be completed by the Employee and Employer. The CA- 1 or CA-2 will be submitted to the compensation office within two working days from date of injury. If the Employee is incapacitated because of the job-related injury or occupational disease, the Employer and/or someone acting on the Employee's behalf will prepare the appropriate form. In all cases, the Employer will complete the official supervisor's report and will insure that any known witness to the accident provide signed statement. Any lost time, because of an on-the- job injury, will be reported to the compensation office on a day-by-day basis. The Employee is responsible for providing medical evidence to the Employer and BGAD Compensation Office to support any lost time. Notification to an Employer concerning the Employee's status will be the same as for sick leave. When necessary, Employer will complete Section A of Form CA- 17 (Duty Status Report) and Employee's physician will complete Section B in order to determine physical restrictions and to aid in resolving work status.

Section 3. Time spent for medical examination and treatment at the dispensary during work hours for a job-related injury or illness will be considered as time spent in a duty status. If Employee is not returned to duty after examination and treatment, s/he will be carried on administrative leave for remainder of scheduled regular/overtime tour. Lost time occurred after date of injury/illness will be charged to Continuation of Pay not to exceed 45 calendar days and/or LWOP at which time Employee can elect sick or annual leave or apply for worker's compensation.

Section 4. The Employer agrees that when a unit Employee becomes seriously ill or is seriously injured while on duty, the Employee's next kin will be notified as soon as possible. The Employer agrees to provide and/or request transportation to the proper medical facilities when a unit Employee becomes seriously ill or injured. The Employer will further notify the Union President in the event a unit Employee is injured on the job or is involved in an accident.

Section 5. If an Employee of a unit is transferred to another shift while on light duty or compensation, the Employee may request return to previously assigned shift by making such a request in writing to the Fire Chief upon the Employee's return to duty. The Fire Chief normally responds to such a request within seven calendar days.

Section 6. Light Duty. The Employer agrees that, in accordance with applicable Law, Rule, and Regulation and Instruction, the policy of BGAD Fire Department is to utilize BUE (s), who are temporarily medically restricted due to on the job injury and will not cause further harm to themselves or others, within the Fire Department with no loss of pay and be based on the Employee's normal schedule. In regard to employees with non-job related illnesses or injuries, which require medical restrictions, management agrees to exercise its best efforts to accommodate with a Light Duty Assignment, if available. The Employee will only come off of light duty status with medical approval from their physician & the BGAD Medical Director.

Section 7. Public Safety Officers' Benefit Act (PSOB). PSOB is a law under which a claimant who has a certain relationship to a Fire Fighter who died because of firefighting activity can be entitled to a monetary benefit. The Department of Justice, Bureau of Justice Assistance, Public Safety Officers' Benefits Division administers the program. BUE (s) are advised to keep potential claimants, i.e., spouses, children, and/or parents, informed. A claim for death benefits must be filed within one year, and medical evidence will be required to support the claim. The Employer and the Union will assist claimants in processing claims for PSOB benefit.

ARTICLE 18 PROMOTIONS AND DETAILS

Section 1. It is agreed by the parties as a matter of principle that employees should be paid at rates commensurate with the duties to which they are assigned. Therefore, the Employer agrees that the use of details to positions of higher level and pay will be held to a minimum.

Section 2. Temporary Promotions and Details will be made in accordance with applicable law, rule, and regulation. A temporary promotion is the assignment of an employee to higher level duties for which compensation is received. Employees who are officially assigned to a unit position classified at a higher grade level than their regular position for a period of 30 calendar days or more shall be temporarily promoted and

shall receive the higher rate of pay associated with that position. Appropriate documentation shall be generated Standard Form 50, provided the qualification and eligibility requirements are met. These Temporary Promotions will be rotated among certified and qualified candidates.

Section 3. A temporary promotion may not be made primarily:

To train or evaluate an employee in a higher grade position.

To give an employee a trial period before permanent promotion; or,

To decide among candidates for permanent promotion.

Section 4. MERIT PROMOTION PROGRAM

Merit Promotion to a position vacancy shall be on the basis of qualifications and merit only. The PARTIES agree that any wrongful manipulations of position rating criteria and Merit System principles to deny an EMPLOYEE a selection is not in the spirit of true collaboration and is therefore not allowed.

The EMPLOYER reserves the right and may elect to fill vacant positions by methods other than Merit Promotion such as reassignment, re-promotion, reinstatement, transfer, or other official appointments as well as through career promotions under an approved training and career development program. The EMPLOYER will, concurrently or as soon as possible, notify the UNION prior to the promotion action being taken.

Merit Promotion announcements for positions will be accomplished in a manner most beneficial to BGAD and the BUE (s). The area of consideration may be as small as practicable to allow adequate competition while giving consideration to internal candidates.

Announcements will be open not less than 10 BGAD workdays and posted in the Fire Station. EMPLOYEES are solely accountable for the filing of a timely and proper application.

Reasonable attempts will be made to notify a BUE who is on approved leave status or official travel during the open period of a Merit Promotion announcement so a timely application can be made.

Applications for promotion will not be accepted from newly hired EMPLOYEES who have not completed the required three months after initial or subsequent career-conditional appointment. Applications will be accepted from applicants provided that time-in-grade requirements are met by the closing date of the announcement.

When a vacancy is announced under the provisions of the Merit Promotion Program, it will contain the following information: title, series and grade, duties of the position; area of consideration, geographical and organizational requirements, and method of applying and shall follow all OPM guidelines for Vacancy Announcements.

Promotions shall be made without regard to political, religious, UNION affiliation or non- affiliation, marital status, race, color, sex, age, national origin, or non-disqualifying physical handicap.

EMPLOYEES may make an appointment to confer with their supervisor's and representatives of the CPAC to discuss ways that they may improve opportunities for promotion, or reasons for not qualifying for a position.

Applicants shall be identified and referred to the selecting official in accordance with the Merit Promotion Program. Non-selection of an applicant from among properly ranked and certified candidates for promotion shall not be a matter for processing a grievance. Under Article 22 or 22A, the Negotiated Grievance/Arbitration Procedures, however, any employee who believes that their experience was not

properly credited and incorrectly omitted for referral must discuss this initially with the Civilian Personnel Office within seven calendar days after the date the employee becomes aware of the alleged error. All efforts should be made to obtain an informal resolution. If an informal resolution cannot be obtained, the employee may file a grievance under the negotiated grievance procedure.

j. EMPLOYEES may submit an application regardless of form or format, in applying for positions. Applications must contain the required information identified in the Merit Promotion announcement, and the applicant must certify U.S. Citizenship.

If the EMPLOYER wishes to open the area of consideration outside of BGAD for a Fire Department Merit Promotion position, they will notify the UNION as soon as possible after the decision is made & discuss why an adequate pool of applicants could not be obtained internally from current BGAD Fire Department personnel.

L The Employer agrees, upon request to inform candidates of the following: When a vacancy referral list is received, and if an employee is on the list

As soon as practicable, the name of the selectee.

In what areas, if any, they can improve their chances for future selection.

Section 5. It is agreed that promotion registers established, as a result of an announcement will only be used to fill vacancies for a period not to exceed six months from the date of the referral list.

Section 6. Promotion Process: The Parties agree that a mutually agreed upon process is in the best interest of the employer and the employee. To that end, the Parties agree to develop a Promotion Process MOA within **(one year)** of the effective date of this agreement

Section 7. POSITION DESCRIPTIONS AND CLASSIFICATION:

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.

The Employer agrees that each unit employee will be provided a copy of his/her official position description and any amendment(s) thereto, upon request. If changes are made to the official position description, the appropriate supervisor will discuss the changes with the affected employee. Prior to meeting with the affected unit employee, the Employer agrees to notify the Union regarding the proposed changes to bargaining unit position description prior to making the changes. 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 classified.

Employees are free to appeal classification of their position under the Classification Appeals procedures of the DA and the OPM. Such appeals may be made at any time an employee feels their position is improperly classified. Employees are free to appeal without fear of reprisal or prejudice. In the process of preparing an appeal, classification standards that are currently in force, and any other procedural advice necessary, will be made available to the employee and their Union representative. The Employer will advise the Union whenever changes in classification standards adversely affect employees of the Unit prior to implementation of the standards.

It is agreed and understood that a position description is a written statement of the duties and responsibilities assigned by the Employer to a position which defines the kinds and range of duties and

employee may expect to perform during the time he/she remains in the position. The position description is not in itself an assignment of work. The phrase "other duties as assigned" in a position description shall normally refer to duties or assignments directly related to the employee's line of work (firefighting) and generally will not exceed 10% of the total duties and responsibilities of the position. It is understood that this does not interfere with management's right to assign work.

If a unit employee believes that the duties or work assignments that he is performing is outside of his/her position description, then he/she has the right to request, through his/her supervisor, that his/her work assignments be reviewed. If a satisfactory resolution of his/her complaint is not reached, the employee may grieve the issue of the work assignments through the negotiated grievance procedure under Article 22.

ARTICLE 19 PAYROLL DEDUCTIONS OF UNION DUES

Section 1. The Employer agrees to deduct dues from the pay of all eligible employees who voluntarily authorize such deductions and who are employed within the exclusively recognized unit as described in the Agreement.

Section 2. The Union agrees to provide SF 1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues", to its members; certify to amount of dues; forward them to the payroll office of the BGAD; educate its members on the program for allotments for payment of dues, its voluntary nature, and the use and availability of the required form.

Section 3. It is agreed that an allotment may be submitted to the civilian payroll section at any time and that the effective date of dues withholding shall be the first full pay period after receipt of a properly completed and signed SF 1187 by the payroll office of the Employer.

Section 4. The amount of dues to be deducted each bi-weekly pay period shall remain as originally certified to on such allotment forms by the authorized local union official until a change in the amount of such deductions is certified and duly transmitted to the payroll office of the Employer.

Section 5. An employee's voluntary allotment for payment of his union dues shall be terminated when the employee leaves the unit as a result of any type of separation, transfer, or other personnel action (except detail); upon loss of exclusive recognition by the Union; upon suspension or termination of this Agreement by appropriate authority outside the DoD; or when the employee has been suspended or expelled from the Union.

Section 6. The Union shall promptly notify the payroll office of the Employer, in writing, when a member is expelled or for any reason ceases to be a member in good standing.

Section 7. The Employer shall furnish employee members SF 1188, "Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues," and shall promptly notify the secretary-treasurer of the Union, in writing, of the revocation of an allotment by an eligible employee. Upon receipt of a properly executed SF 1188, or other acceptable written request, the allotment of an employee shall be terminated effective with the first full pay period following the employee's anniversary date, provided the revocation is received by the payroll office by such date.

Section 8. The Employer, through its payroll office, shall submit, on a pay period basis to the secretary-treasurer of IAFF Local 291, deductions which are made pursuant to voluntary allotments, the remittance of dues withheld and a listing of names and amounts withheld. The payroll office of the Employer will disburse the amount of dues withheld for each member authorizing deduction, at no cost to the Union, to the Union on a bi-weekly basis. Disbursement will be made by Electronic Fund Transfer (EFT) to the Union account in the Park Federal Credit Union. The Union will be responsible for providing sufficient information to accomplish this.

ARTICLE 20 HEALTH, WELFARE, AND MORALE

Section 1. The Employer recognizes the necessity of providing and maintaining reasonably comfortable living spaces for unit employees on duty, which includes but is not limited to air conditioning, heating, adequate furniture, drapes or blinds, etc. To this end, the Employer agrees to provide those items listed on the Department of the Army Common Table of Allowances for Fire Stations and the following:

Adequate bedding & storage for uniforms, clothing, etc.

Refrigeration for storage of employee's food (Minimum of two Refrigerators and one Stand up Freezer).

Adequate cooking and eating utensils. Dishwasher.

Washer and Dryer.

f. TV, VCR, DVD Player (for training and recreational purposes).

g. Suitable lounge furniture.

The Employer agrees to extend the same considerations to the living conditions in the fire station as is extended to other living quarters throughout the BGAD. The Employer agrees to replace or repair an appliance or other items as it becomes broken, worn or otherwise unserviceable. Maintenance problems will be called to the attention of the Supervisor on duty who will notify the appropriate maintenance authorities and request action to correct the problem.

Section 2. The Employer agrees to instruct the Safety Department to inspect the living quarters of all stations on an annual basis for discrepancies in Federal Health and Safety Regulations. The Employer agrees to supply the Union with a copy of the inspection report by the Safety Department along with its recommendations. The Employer further agrees to initiate abatement action to correct any discrepancies found within a timely manner.

Section 3. The Employer and the Union recognize that the living quarters in the fire stations represent space allocated as rest, washrooms, and sleeping areas for employees of BGAD Fire Department. Management agrees not to normally use these areas as public facilities or other Directorate activities, with the exception of scheduled fire protection tours that may be conducted during Fire Prevention Week. The Employer and the Union also recognize that individual's living spaces in bunkroom are/maybe tastefully decorated and equipped with the personal belongings of the employee (I.E. small refrigerators, televisions, satellite receivers, DVD/VCR, gaming consoles, pictures, plaques and etc.).

Section 4. The Employer agrees to discuss proposed changes or improvements to living spaces with the Union and agrees to consider the recommendations submitted by the Union. The Employer further agrees that the Union will negotiate all considerations before approval is granted for any--self-help project by BUE (s) to improve the Fire Station facilities, which would cause disruption in the use of existing facilities.

Section 5. The Employer agrees that unit employees will be compensated for their personal effects and equipment damaged or destroyed in the performance of duty to the extent permitted by applicable rules and regulations.

Section 6. It is agreed, that the Employer will continue providing parking spaces in close proximity of the Fire Station(s) for all BUE (s).

Section 7. Due to firefighter's uncommon tour of duty, the Employer agrees to provide the opportunity and time for one person on duty to prepare and purchase fresh food daily for the Firefighters on duty.

Section 8. To the extent permitted by law, the Employer agrees to request the U.S. Justice Department to defend, when appropriate, all claims and civil lawsuits arising from emergency service/treatment performed

within the firefighters or EMT's course and scope of official duties.

Section 9. Physical Fitness. The employer shall establish, maintain, and provide a Physical Fitness Program (PFP) to enable BUE (s) to develop an appropriate level of fitness to safely perform their assigned duties. The PFP will be a constructive program, pursuant to applicable regulations, and not a punitive program. A PFP is designed to improve the overall fitness of the employee and intended, in part, to reduce the probability and severity of occupational illnesses and injuries.

Section 10. Outside Work. The EMPLOYER recognizes that firefighters exposed to any long 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 law, rule or regulation as they relate to performing outside work and/or training for BUE (s). Care will be exercised by incident commanders/ instructors to utilize personnel within their physical capacities.

Section 11. Tobacco Use Policy within the Fire Station.

An Area adjacent to and outside of the Fire Station will be designated for smoking. A shelter will be provided to shield employees from inclement weather, as soon as funds are available.

The designated area will be kept free of any and all tobacco debris, to include cigarette or cigar butts, ashes, packaging, etc. Proper disposal receptacles will be provided by the Employer.

Unit employees who use the designated smoking area will be responsible for keeping it clean. At no time, will non-smoking employees be tasked with cleaning up of the smoking area.

Unit employees who use smokeless tobacco (such as dip, snuff or chewing tobacco) outside the Fire Station agree to use containers with sealable tops as spit receptacles and not open containers or trash cans.

With emphasis placed on Firefighting Personnel as a target group for Tobacco Cessation Educational Programs, and in the interest of good health and physical conditioning, Fire Department Employees who use tobacco products may be granted on duty time, consistent with operational demands, to attend tobacco cessation classes.

ARTICLE 21 MISCELLANEOUS (GENERAL PROVISIONS)

Section 1. Retirement Counseling. The Employer agrees that 0081 Series Firefighters require Special Category Retirement Counseling to ensure that the interests of the employee are protected. BGAD shall provide retirement counseling by the OPM approved Consulting Service. The goal is to provide retirement counseling within one year of the acceptance of this CBA and will be provided as a recurring Counseling. The Union and management will work collaboratively to determine the frequency.

Section 2. Upon receiving notification of, or becoming aware of, the death in the line of duty of a Fire Fighter, either Federal or within mutual aid arrangements, all unit members of the Fire Department may display, in commemoration of the deceased Fire Fighters, a black band placed horizontally over the center of breast badges. Such commemoration will be displayed from the time of notification is received until the end of the shift during which the funeral(s) take place. If a BGAD Fire Fighter dies in the line of duty, it is agreed that the Union and the Employer will provide the deceased's family information on thePSOB.

Section 3. Fire Department Vacancies. The EMPLOYER continues to reserve the right to fill vacant positions by methods such as reassignment, re-promotion, reinstatement, transfer, or other official appointments approved by OPM. The EMPLOYER will consider opening vacancies to the public as developmental positions. Filling vacancies in this manner could aid in retention of personnel and assist in alleviating any excessive overtime and

related delays in filling of positions, which ultimately could enhance BGAD's marketability in competing with other depots.

ARTICLE 22 NEGOTIATED GRIEVANCE PROCEDURES

Section 1. The Employer and the Union recognize and endorse the importance of adjudicating grievances promptly and at the lowest possible level. The initiation of a grievance in good faith by an employee shall neither cast any reflection on his standing with the Employer or on his loyalty and desirability to the organization, nor should the grievance be considered a reflection on the Employer.

Section 2. For the purpose of this Article, a grievance is described as any complaint:

By any unit employee concerning any matter relating to the employment of the employee; By the Union

concerning any matter relating to the employment of any employee; or

By any employee, the Union, or the Employer concerning:

The effect of 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. This grievance procedure shall be the sole procedure used by BUE (s) for matters within its coverage.

The following matters are specifically excluded from the coverage of this Article:

Any claimed violation of title 5 of the U.S. Code, Chapter 73 (relating to any claimed violation of prohibited political activities); Retirement, life insurance, or health insurance;

A suspension or removal under title 5 of the U.S. Code, Section 7532 (in interest of national security);

Any examination, certification or appointment;

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

Trading of time between unit employees; Within grade

increases;

Reduction in force;

Non-selection from a group of properly ranked and certified candidates;

An allegation or complaint of discrimination based upon race, color, sex, national origin, age, or physical and/or mental handicap;

The content of any higher level policy;

Separation for failure to satisfactorily complete trial probationary period; Termination of

a temporary promotion or appointment;

Any notification of proposed action;

A fitness for duty examination decision;

A negative Acceptable Level of Competence (ALOC) determination; or

Any actions taken pursuant to Title 5 of the U.S. Code, Section 1206 (actions directed by the U.S. Merit Systems Protection Board).

An aggrieved employee affected under Title 5 of the U.S. Code, Chapter 43 (performance based action)--resulting in removal, a suspension of more than 14 days, a reduction in grade or pay, or a furlough of 30 days or less, may at his option, raise the matter under the statutory appeal procedures or the negotiated procedures but not both.

An employee shall be deemed to have exercised his option to raise a matter either under the applicable appellate procedures or under the negotiated grievance procedures. At such time when the employee files a notice of appeal under the applicable appellate procedures or files a grievance in writing in accordance with the provisions of the negotiated grievance procedure, whichever event occurs first.

Section 4. This negotiated procedure shall be the exclusive procedure available to the Union, employees and the Employer for resolving such grievances.

Section 5. The Union has the right to have a Union representative present (on official time) during all steps of the grievance procedure.

Section 6. It is agreed that when several employees have identical grievances, the Union will select one case for processing under this procedure and the results will be applicable to the other employees concerned. The Union will indicate to the Employer, in writing, which grievances will be processed and the names of the other employees concerned. Notification to the Employer will be made prior to entering a grievance at Step 1.

Section 7. In the event either party should declare a grievance non-grievable or not arbitrable, the original grievance shall be considered amended to include this issue. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

Section 8. Reasonable time during work hours will be allowed for employees and recognized Union representatives to collect information and present grievances including attendance at meetings with officials of the Employer. Prior to proceeding to Step 1 of the grievance procedure, a recognized Union representative may use reasonable time for the purpose of investigating a potential grievance and obtaining pertinent information and preparing for presentation.

Section 9. Failure by the Employer to meet the time limits prescribed at any step of the procedure will permit the grievant to take his grievance to the next step of the procedure. Failure by the employee or the Union to meet the prescribed time limits at any step of this procedure will grant the Employer authority to terminate the grievance at the step the employee or his representative failed to meet the time limit requirement. The time limits may be extended by mutual agreement. The following procedures are established for the resolution of grievances to the Parties and to all eligible employees in the unit.

Section 10. The specific steps established for settlement of grievances are as follows:

Step 1. Informal. The Employer and the Union recognize that during the course of day-to-day business, problems, miscommunications, or disagreements between employees and management are inevitable. The intent of this informal step, therefore, is to provide a forum whereby both Parties can meet in a casual setting

to discuss and attempt to satisfy the aggrieved employee. To that end, the Employer and the employee will make every effort to resolve the issue in a fair and expeditious manner at the informal level. Specifically, within 15 calendar days of the incident, or the date the employee first becomes aware of the incident, which causes him to be aggrieved, the aggrieved employee either may individually, or with a Union Representative, present the grievance to the on duty supervisor or the Fire Chief. The Fire Chief shall give his decision within 15 calendar days after submission. If the decision is not satisfactory to the employee, the employee may pursue his grievance in writing to the second step of the procedure.

Step 2. Formal. The written grievance will be submitted to the Director or his designee within 15 calendar days after receipt of the first step decision. The Director or his designee will hold a meeting on the grievance with the employee, his Union representative, if any, appropriate management officials, the labor relations officer from the CPAC, if needed, and any other individual who can provide pertinent input to the issue at hand. The Director or his designee will then render a written decision within 15 calendar days after the meeting.

Step 3. If the employee is dissatisfied with the Director's second step decision, he will request a review by the Commander or his designee. Nothing in this Article shall preclude or require the parties from engaging in Alternative Dispute Resolution prior to arbitration.

Section 11. The Employer shall, upon request, provide the Union representative with the necessary pertinent information from official records to aid in resolving specific grievances insofar as permissible without violating laws or regulations. Evidence and supporting documentation which is relevant to the resolution of the grievance may be introduced at any step of the negotiated grievance procedure.

Section 12. Grievances between the Union and the Employer shall be processed in the following manner:

Union Initiated Grievances. The Union may initiate a grievance by submitting it in writing within 15 calendar days of the incident, or the date the Union/employee became aware of the incident which caused the Union to be aggrieved, to the Director or his designee. The Union president or his designee will meet with the Director or his designee within 15 calendar days of the written submission, and the Director will thereafter render a written decision within 15 calendar days after such meeting. If the decision is unacceptable to the Union, the matter may be submitted to arbitration.

Employer Initiated Grievances. The Employer may initiate a grievance by submitting it in writing within 15 calendar days of the incident, or the date the Employer became aware of the incident, which caused the Employer to be aggrieved, to the Union president. The representative of the Employer and the Union president or designee will meet within 15 calendar days of the written submission, and the Union president will thereafter render a written decision within 15 calendar days after such meeting. If the decision is unacceptable to the Employer, the matter may be submitted to arbitration.

Section 13. If a satisfactory settlement is reached at any step of the formal grievance procedure, short of arbitration, the decision will be put into writing, stating the issue involved, the conclusions reached and the settlement agreed upon. The written decision will be prepared and signed by the principal Employer representative. The party or employee initiating the grievance will sign a statement that the grievance has been resolved to their satisfaction. The agreed upon settlement is binding on all Parties provided it does not conflict with applicable law, rule, regulation, and provisions of this Agreement.

Section 14. Nothing in this Agreement shall be so interpreted as to require the Union to represent a unit employee in processing a grievance, or to continue to represent him, if the Union considers the grievance to be invalid or without merit.

Section 15. If a grievance is not resolved, either the Union or the Employer may refer the grievance to arbitration. Requests for arbitration will be submitted in writing within 30 calendar days) after receipt of the

Commander's review of the grievance procedure; or, within (15 calendar days) following Alternative Dispute Resolution (ADR); or, within (30 calendar days) after receipt of the decision in the case of an Employer grievance

Section 16. The Parties shall meet within (seven calendar days) after a request for arbitration to select an arbitrator. If the Parties cannot agree upon one of the listed persons, the Employer and the Union will alternately strike one arbitrator's name from the list of seven and shall repeat this procedure until only one name is left, that person shall then be the duly selected arbitrator. The winner of a coin flip will determine who strikes the first name.

Section 17. The arbitrator's fees and expenses, including per diem and travel, will be shared equally by the Employer and the Union. Transcripts may be taken of arbitration hearings. If both Parties agree to arrange for official transcripts, the cost of it will be borne equally by the Parties. If only one party desires transcripts, that party alone will bear the cost and will not have to share copies of the transcripts with the other party after arbitration is completed. If a copy is provided to the arbitrator, the cost will be borne equally by the Parties. In the event the parties agree to ADR, the costs will be shared in a similar manner.

Section 18. The arbitration hearing will be held, if possible, at BGAD during the regular day shift hours, Monday through Thursday. The employee, Union representative, and witnesses who have direct knowledge of the circumstances and factors bearing on the case shall be excused from duty without loss of pay or charge to leave while participating in the arbitration.

Section 19. The arbitrator will be requested to render his decision and remedy to the Employer and the Union as quickly as possible, but in any event, not later than 30 calendar days after the conclusion of the hearing unless the Parties otherwise agree differently.

Section 20. The Parties to this Agreement recognize and agree that the arbitrator's decision shall be binding. The arbitrator shall have no authority to add to or modify any terms of this Agreement. Either party may file exceptions to the arbitrator's award with the FLRA, under regulations prescribed by the Authority.

ARTICLE 23 PUBLICATION OF THE AGREEMENT

Section 1. It is agreed that the Employer will print and distribute to the Union seventeen copies of this AGREEMENT at no charge to the Union. The AGREEMENT will be printed in an 8.5" X 11" booklet.

Section 2. A copy of this agreement may be posted on the bulletin board in the area where Local F-291, IAFF has exclusive recognition.

Section 3. The employer agrees that the existing bulletin board space shall be available for display of Union literature, notices, etc.

Section 4. The Union may post literature subject to the following conditions:

It must not violate any laws, the security of the activity, or contain scurrilous or libelous material; and,

It must be posted on the Union bulletin board space, in a neat and orderly manner.

ARTICLE 24 VALIDITY OF THE AGREEMENT

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

ARTICLE 25 DURATION OF THE AGREEMENT

Section 1. This agreement, as executed by the parties, shall remain in full force and effect for a period of four years from the date of its approval by the office of the Secretary of Defense and/or his designated representative. Thereafter, it will remain in effect for one-year periods unless either party notifies the other in writing and no more than 90 calendar days nor less than 60 calendar days prior to the next anniversary date of the Agreement with their desire to renegotiate. When either Parties requests to renegotiate, the provisions of this Agreement shall be honored until renegotiation is completed and terms finalized.

Section 2. This AGREEMENT, except for its duration period as specified in Section 1, maybe opened for amendment by either party upon mutual agreement, at any time after it has been in force and effect for at least six months. Any request for amendment by either party must be written and must include a summary of the amendment(s) proposed. The parties shall schedule the meeting within 14 calendar days after receipt of such request to discuss the matter(s) involved. If the parties cannot resolve the matters presented, they shall proceed with negotiations. Negotiations shall be strictly limited to those matters previously presented by the parties as being appropriate. Such amendment(s) as agreed to will be duly executed by the parties, subject to approval by the Field Advisory Service.

Section 3. 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 hereto and the same has been ratified by the Union and approved by the Employer.

Section 4. All personnel policies 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, unchanged and unaffected in any manner, during the term of this agreement unless changed by mutual consent of the parties or as required by law.

SIGNATURES

The parties, by signature of their authorized representatives, have executed this AGREEMENT between the Blue Grass Army Depot and International Association of Fire Fighters Local F-291 on January 4, 2010. The AGREEMENT was approved by the DoD Field Advisory Service on February 2, 2010.



APPENDIX 1 ACRONYMS

ADAPCP	Alcohol and Drug Abuse Prevention and Control Program
ADCO	Alcohol Drug Control Officer
ADR	Alternative dispute resolution
ALOC	Acceptable Level of Competence
AR	Army Regulation
B&E	Benefits and Entitlements
BGAD	Blue Grass Army Depot
BUE(s)	Bargaining Unit Employees
CA	Collective Agreement
CA-1 Form	Compensation (Traumatic Injury)
CA-2 Form	Compensation (Occupational Illness/Disease)
CA-17 Form	Duty Status Report
CBA	Collective Bargaining Agreement

CBU	Collective Bargaining Unit
CCS	Civilian Counseling Services
CDC	Civilian Defense Counsel
CEAP	Civilian Employee Assistance Program
CPAC	Civilian Personnel Advisory Center
CTA	Common Table of Allowance
DA	Department of the Army
DFWP	Drug Free Workplace Program
DLES	Directorate of Law Enforcement and Security
DoD	Department of Defense
EAP	Employee Assistance Program
EEO	Equal Employment Opportunity
EFT	Electronic Fund Transfer
EMT	Emergency Medical Technician
EMT-B	Emergency Medical Technician-Basic
FAS	Field Advisory Service
FECA	Federal Employees' Compensation Act
FFLA	Friendly Family Leave Act
FLRA	Federal Labor Relations Authority
FMLA	Friendly Medical Leave Act
HRO	Human Resources Office
IAFF	International Association of Fire Fighters
LWOP	Leave Without Pay
MOU	Memorandum of Understanding
MRO	Medical Review Officer
NFPA	National Fire Protection Association
NGP	Negotiated Grievance Procedures
OPF	Official Personnel Folder
OPM	Office of Personnel Management
OSHA	Occupational Safety and Health Administration
OWCP	Office of Worker Compensation Program
PA	Privacy Act
PSOB	Public Safety Officers' Benefit Act
PT	Physical Training
PFP	Physical Fitness Program
SCBA	Self Contained Breathing Apparatus
SF	Standard Form
SOP	Standard Operating Procedures
ULP	Unfair Labor Practice

APPENDIX 2 BGAD Fire Protection Clothing Requirements

The items listed below are the uniform items that are to be purchased with the initial clothing allowance and maintained with the quarterly uniform allowance. All uniforms previously purchased by BGAD personnel are acceptable for use until they require replacement due to becoming worn and unserviceable. Some items that are not required but are allowed per the Collective Bargaining Agreement are listed solely to provide a standardized appearance if the employee chooses to purchase the non-required items. Items not required are listed in italics.

Work Mode: Uniforms to be provided by employee:

Work Polo Shirt, Work Uniform Pants, Work T-Shirt, Belt, Winter Coat (Light or Heavy), *Job Shirt or Collared Sweatshirt*

Dress Mode (Class B): Uniforms to be provided by employee:

Button down short sleeve or long sleeve shirt. (Same type material as the dress pants.), Dress pants (Slacks, not cargo style, of the same type material as Button down Shirt.), Belt, Shoes/boots (not required to be safety-toe.) *Not required to be NFPA 1975 Compliant*

Dress Mode Class "A" items that are **not required**, but defined for uniformity if purchased:

Not required to be NFPA 1975 Compliant Dress shirt (Long sleeve), Dress pants (not cargo style), Dress coat, Dress shoes/boots, Dress hat, Belt, Tie

Items to be provided by employer:

Patches, Name tag (2), Collar device (2 set), Breast badge (2), Hat badge (1), PT Sweat shirt, PT Shorts, PT Shoes, PT Sweat Pants, PT Shirt Baseball Cap, Winter Watch Cap/ Toboggan, Regular Coveralls or Jumpsuit, Insulated Coveralls or Snowmobile suit for cold weather, Safety toe shoes/ boots (Black with or without toe caps)

Examples of uniform items: (all item numbers are taken from the Gall's Corporation but Gall's is not the sole source available for purchase.) **Exact name brand are not mandatory, however, any deviation must meet same color and style.** Work Uniform Shirts will have embroidery of the Blue Grass or IAFF logo over the left chest. All embroidered names will be over the right chest and will be standardized as follows:

Firefighter Smith Captain Brown Asst. Chief Johnson

Command position - Navy Blue lettering. Inspector position - Navy Blue lettering. Captain/Firefighter - White lettering. (Title/Name will be in upper & lower case lettering)

Work Polo Shirt (Short Sleeve) - 5.11 Tactical Uniform Polo (SW439) or similar.

Command position – White Inspector position – White Captain/Firefighter- Dark Navy Blue

Work Polo Shirt (Long Sleeve) - 5.11 Tactical Uniform Polo (SW456) or similar.

Command position – White Inspector position – White Captain/Firefighter- Dark Navy Blue

Work Tee shirt - Hanes Heavyweight (TS509) or similar. All - Dark Navy Blue, Black, or White - Plain, Silk Screened, or Embroidered.

Work Job Shirt - Firefighter Job Work shirt w/ Denim Collar (SW663) or similar type of Collared Sweatshirt.

Command positions - Navy Blue w/gold lettering

Captain/Firefighter/Inspector- Navy Blue w/white lettering

Work Pants - 5.11 Class B Cargo Trousers (TR208), Tru-Spec 24/7 Cotton Canvas Pants (TR504) (TR506), Fechheimer Station Trousers (TR449) or similar.

Work pants may be **cargo style or standard pocket slacks** style.

Command position - Dark Navy Blue/Black, Inspector position - Dark Navy Blue/Black,

Captain/Firefighter - Dark Navy Blue/Black

Work Coat (Heavy) - Galls Waterproof Parka (JA281) or similar.

All - Navy Blue with reflective stripe No logo or name required.

Work Coat Light - Galls Waterproof Jacket (JA282) or similar.

All - Navy Blue with reflective stripe. No logo or name required but matching logo and name as on Work Shirts may be used.

Work Belt - Black leather or black nylon belt (LP072)(NP240) or similar.

Dress Shirt (Class B) - Fechheimer short or long sleeve Station Shirt (SH1137) (SH1138) or similar.

Dress shirts do not need to be NFPA 1975 compliant. Worn with badge, name plate, collar brass

Command position - White Inspector position – White, Captain/Firefighter - Light Blue

Note: the long sleeve style of this shirt is required with a Class "A" uniform, and must be worn with a tie when wearing the Dress Coat

Dress Pants (Class B) - DutyPro Poly Uniform Trousers (TR31 0) or similar slacks. Dress pants do not need to be NFPA 1975 compliant.

Command position- Dark Navy Blue Inspector position – Dark Navy Blue Captain/Firefighter- Dark Navy Blue

Dress tie (Class A) - Dark Navy Blue (UA495) (UA494) or similar. Worn with the long sleeve dress shirt when wearing a Class A Dress Uniform Coat.

Dress Shoes/ Boots (Class A/B) - Black leather or Corofram Plain toe style. Safety toe is not required.

Work Shoes/ Boots - Black Safety Toe with or without toe caps.

Class "A" Coat - Dark Navy Blue Double breasted with FD buttons & collar brass. One Small Maltese Cross on lower sleeve above bands for every 5 years of Government Fire Department Service.

Fire Chief - Five (5) gold bands on sleeves, Gold buttons / brass.

Assistant Chief - Three (3) gold bands on sleeves, Gold buttons / brass.

Captain - Two (2) silver bands on sleeves, Silver buttons / brass.

Firefighter - No band on sleeves, Silver buttons/ brass.

Inspector - No band on sleeves, Silver buttons / brass.

Class "A" Hat - Bell Style Fireman's Dress Uniform Hat.

Fire Chief - White w/gold band, Blue Grass Gold Medallion

Assistant Chief - White w/gold band, Blue Grass Gold Medallion

Inspector - White w/silver band, Blue Grass Silver Medallion.

Captain/Firefighter - Navy Blue w/silver band, Blue Grass Silver Medallion