

**NEGOTIATED AGREEMENT BETWEEN HEADQUARTERS,
COMBAT SUPPORT TRAINING CENTER, CAMP PARKS AND
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL
F-305**

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PREAMBLE

This AGREEMENT is made by and between the United States Department of the Army, Headquarters, Combat Support Training Center, Camp Parks hereinafter referred to as the "EMPLOYER" and the International Association of Fire Fighters (IAFF) Local F-305 hereinafter referred to as the "UNION", hereinafter collectively referred to as the "PARTNERS". *Whenever language in this AGREEMENT refers to specific duties or responsibilities of specific employee(s) or management officials or representatives, it is intended only to provide a guide as to how the situation may be handled. It is agreed by the PARTNERS, that the EMPLOYER retains the right to assign work and to determine who will perform the function(s) assigned.* The PARTNERS agree, that whenever the masculine terms "he", "his", or "him" is used, they are meant to include both genders.

WITNESSETH

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

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

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

NOW THEREFORE, the PARTNERS hereto agree within the intent, spirit, and meaning of the Civil Service Reform Act of 1978, hereinafter referred to as the "ACT" and/or the "Statute" as follows:

SUPPORT OF COMMON GOALS

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

ARTICLE 1.
RECOGNITION AND UNIT DESIGNATION

Section 1. The EMPLOYER hereby recognizes that the UNION is the exclusive representative of all employees in the unit as defined in section 2.

Section 2. The Recognized Unit includes all employees of the Combat Support Training Center, Camp Parks, Dublin California, including, fire protection specialists and supervisory firefighters, GS-8 and below. Excluded from the Recognized Unit are all professional employees, management officials, supervisors and employees described in 5 USC 7112(b)(2), (3), (4), (6) and (7) and any employees represented by another labor organization.

ARTICLE 2. PROVISIONS OF LAWS AND REGULATIONS

Section 1. It is agreed and understood that in the administration of all matters covered by this AGREEMENT, the EMPLOYER, the UNION, and unit employees are governed by existing laws, future laws and existing or future policies and regulations of appropriate authorities, such as Presidential Executive Orders, Comptroller General Decisions, Office of Management and Budget Issuance's, Office of Personnel Management policies, NFPA and OSHA Standards, the Department of Defense policies and instructions, the Department of the Army policies and instructions, Employer policies and instructions, Combat Support Training Center, Camp Parks policies as well as Standard Operating Procedures (SOP).

Section 2. Upon request, the EMPLOYER will furnish the UNION a copy of existing DOD, DOA, Employer instructions, and any regulation involves personnel policies and/or practices and/or matters affecting working conditions of unit employees, if it is normally maintained by the 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 Employer Notices and Instructions pertinent to Civilian Personnel and matters affecting working conditions of unit.

Section 3. In the spirit of partnership and cooperation, the PARTNERS to this AGREEMENT have agreed to address other matters relating to personnel policies, procedures, and matters affecting the general working conditions of unit employees by establishing a set of "Standard Operating Procedures" (SOP). Issue(s)/Topic(s) to be addressed by the PARTNERS shall include, but is not limited to, those items proposed during the negotiation of this CBA that are not included in this AGREEMENT. All agreements reached by the PARTNERS will be reduced to writing in the form of a Memorandum of Understanding (MOU) or a Fire Department SOP. All MOUs/SOPs agreed to by the PARTNERS will be signed by the PARTNERS [Fire Chief and Union President] and communicated to all concerned.

Section 4. The EMPLOYER agrees that before making a change to existing working conditions or issuing a new or revised change to Employer policies and/or instruction(s) or Fire Department Standard Operating Procedure(s) (SOP), a copy of the draft Policy, Notice, Instruction, SOP, or change(s) to working conditions will be provided to the UNION, along with the intended implementation date.

ARTICLE 3.
MATTERS APPROPRIATE FOR
CONSULTATION OR NEGOTIATION

Section 1. It is agreed and understood that matters appropriate for negotiation and consultation between the PARTNERS are personnel policies and 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. Nothing in this AGREEMENT will preclude the PARTNERS from negotiating-

- a. On the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
- b. Procedures which the EMPLOYER will observe in exercising any authority under this AGREEMENT; or
- c. Appropriate arrangements for employees adversely affected by the exercise of any authority by the EMPLOYER.

Section 3. For the purpose of this AGREEMENT, consultation is defined, as any dialogue, either written or oral, between the PARTNERS and unlike negotiations does not require a mutually acceptable compromise between the PARTNERS. 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 4. For the purpose of this AGREEMENT, negotiation is defined as bilateral exploration and exchange of views in a good faith effort to reach agreement and reducing to writing, any mutual agreement reached if requested by either party.

Section 5. 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 designated representative for the UNION and the Fire Chief, Combat Support Training Center, Camp Parks or his designated representative for the EMPLOYER. If neither of these officials is available, the PARTNERS will insure that a duly authorized representative will be present and have full authority to perform such functions.

ARTICLE 4.
UNION RIGHTS AND REPRESENTATION

Section 1. The UNION is entitled to act for, and negotiate collective bargaining agreements covering all employees in the unit. The UNION is responsible for representing the interests of all employees in the unit without discrimination and without regard to labor organization membership. The UNION however, does not have the duty and/or responsibility to represent bargaining unit employees that are non-members of IAFF Local F-305 in any statutory appeal procedures.

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

Section 4. The EMPLOYER agrees that the Officers of Local F-305 will be allowed Official Time during normal work hours to perform their representational activities in accordance with 5 USC 7114. Attendance at meetings requested by the EMPLOYER will not be counted as part of the UNION official's official time.

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

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

Section 7. Use of Official Facilities. The EMPLOYER agrees to continue to make facilities available for shift/employee meetings of IAFF Local F-305. Such use will have no disrupting or distracting effect on the mission of the EMPLOYER.

Section 8. Use of Office Space and Equipment. The EMPLOYER agrees to provide lockable office space for the UNION to conduct its official representational duties. In addition, the EMPLOYER will provide the UNION with any necessary office furnishings. The UNION will be permitted to utilize the Fire Department's computers, printers, fax machines and copiers. The EMPLOYER also agrees to provide the UNION with a Bulletin Board in each Fire Station and to provide each bargaining unit member with an E-mail/internet account.

Section 9. 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 and will be given a copy of the current negotiated AGREEMENT. The EMPLOYER agrees to make all newly hired bargaining unit employees available for contact with the UNION during the employee's check in process. This orientation will be in person, will be brief (15-20 minutes). The EMPLOYER shall notify the UNION of duty assignment and shift of all newly hired employees.

Section 10. The EMPLOYER agrees to consider Union representation on any standing Employer committees involving the mutual interests of bargaining unit employees and the EMPLOYER. Such consideration shall be given upon written request of the UNION for specific committee memberships after notification is given by the EMPLOYER of these committees.

Section 11. The EMPLOYER agrees that if a questionnaire is developed locally for distribution to unit employees relating to personnel policies, practices, and matters affecting working conditions, the UNION will be given the opportunity to review the questionnaire and submit its comments prior to distribution. The

results of the survey, in statistical form, will be made available to the UNION upon request when the EMPLOYER is responsible for tabulating the results.

**ARTICLE 5.
RIGHTS OF THE EMPLOYER**

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

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the EMPLOYER and
- b. In accordance with applicable laws—
 - (1) 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;
 - (2) To assign work and to determine the personnel by which Employer operations shall be conducted;
 - (3) With respect to filling positions, to make selections for appointments from--
 - (a) Among properly ranked and certified candidates for promotion; or
 - (b) Any other appropriate source; and
 - (4) To take whatever actions may be necessary to carry out the mission of the EMPLOYER during emergencies.

ARTICLE 6.
RIGHTS OF THE EMPLOYEES

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

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

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

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

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

Section 5. The contents of an employee's official personnel file will be disclosed to the employee or his designated representative upon written request. The employee will use CPOL online (<http://cpol.army.mil>) as a primary means of reviewing and retrieving personnel records. If review of original records is necessary, an employee will submit a written request to the employer. All files pertaining to Bargaining Unit members shall be kept confidential.

Section 6. The UNION agrees to accept all eligible employees as members without discrimination as to race, color, religion, sex, or national origin.

Section 7. Equal Employment Opportunity. The PARTNERS agree to cooperate in providing equal employment opportunities for all persons; to prohibit discrimination because of age, race, color, religion, sex, sexual preference, national origin, or handicap; and to promote the full realization of equal employment opportunity. The PARTNERS will conduct a continuing campaign to eradicate prejudice on the basis described in this section, while implementing personnel policies, practices and matters affecting working conditions.

Section 8. Employee Assistance Program

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

ARTICLE 7. HOURS OF WORK

Section 1. The EMPLOYER, in accordance with the Department of the Army and other applicable regulations, will promulgate the tour of duty. The present work schedule (tour of duty) for Firefighters and Lead Firefighters is six twenty-four hour tours of duty in a pay period.

Section 2. The normal workday for employees shall be from 0800 to 0800, Forty-eight consecutive hours of duty and shall consist of a core work period of eight hours (0800 until 1600) and 16 hours of standby time per day. For the purpose of this AGREEMENT actual work and stand-by, status is defined as follows:

- a. A Bargaining Unit member is performing actual work when inspecting and maintaining fire apparatus and Fire Department equipment as well as fire suppression devices located throughout the activity, inspecting buildings and areas, giving and receiving job related training, being present at meetings and formal gatherings, being present at "hot work" and other types of operations where the danger of fire or other related emergencies is present, preparing and maintaining reports, records, prefire plans, suppressing fires and conducting operations connected therewith, housekeeping , physical fitness, monitoring the work of others, and performing other job related duties assigned by the EMPLOYER.
- b. For the purpose of this AGREEMENT, an employee is in "Stand-by" status only at times when he is not required to perform actual work as described in section 2a and is free to eat, sleep, read, listen to radio, or engage in other similar pursuits. The EMPLOYER agrees to guard against scheduling "actual" or "make-work" activities during the employees standby/sleep period.

Section 3. Trading Time. The practice of "Trading Time" between employees is permitted utilizing the following criteria.

- a. The trading of time is voluntarily arranged by the employees participating in the program and subject to prior approval by the employer.
- b. The trading of time must be completed within the same pay period.
- c. Employees who wish to trade time will submit a written request to the appropriate on-duty supervisor prior to the exchange. The request will specify the exact dates and times of the trade. The supervisor will approve/disapprove the request and maintain a record of all time traded. Disapproval of request will be provided in writing at the request of thee

employee. An OPM-71 form will also need to be submitted for CompTime Taken.

- d. The employee who agrees to work for another employee will be held accountable to report to work, just as if it were his/her own shift.

SECTION 4. EARLY RELIEF. The practice of “Early Relief” wherein employees may relieve another employee on the previous shift or tour of duty prior to the scheduled starting time is permitted. Such early relief may occur pursuant to employee agreement whether expressed or implied. This practice will not have the effect of increasing or decreasing the number of compensated hours of work, over a period of time, where it is voluntary on the part of the bargaining unit members.

- a. Early relief is limited to three (3) hours or less and need not be recorded. However, the supervisor can extend the three (3) hour timeframe if needed.
- b. The supervisor will approve/disapprove the request for early relief.
- c. The person who is relieving the person leaving must be in uniform at the duty station and ready to assume the duties of the person leaving.

Section 5. Changes to Established Work Schedules The EMPLOYER agrees that when changes in established work periods and tours of duty affecting unit employees become necessary, the EMPLOYER will consult and/or negotiate the impact and implementation of such proposed changes pursuant to Article 3 of this AGREEMENT sixty calendar days in advance of the action.

ARTICLE 8. OVERTIME PRACTICES

SECTION 1. OVERVIEW

A fair and equitable overtime system will ensure that the mandated minimum staffing requirements are met by the Fire and Emergency Services Department in accordance with AR-420-90 and DODI 6055.6. All Camp Parks Fire and Emergency Services Personnel that are non-exempt civil services employees shall be governed by this policy.

SECTION 2. DEFINITIONS:

- a. **Mandatory Overtime:** occurs when there are no volunteers to work the required overtime and a member is mandated to work the overtime in order to maintain the minimum staffing level of four personnel. Mandatory overtime occurs any time that a person is held on shift without volunteering (this excludes trade of times). Mandatory Overtime will only occur if personnel do not volunteer for overtime.
- b. **Voluntary Overtime:** Occurs when a member volunteers to work overtime in order to maintain the minimum staffing level of four personnel on shift. Voluntary overtime will occur anytime that the F&ES is short of staffing and there are individual(s) that volunteer to work the overtime. Also members can be asked to work voluntary overtime for the purpose of special projects; this overtime will not be counted as hours worked towards overtime to maintain minimum staffing.

SECTION 3. OVERTIME PROCEDURES

Overtime will be assigned fairly and without discrimination among all qualified employees of Camp Parks Fire and Emergency Services. It is possible that because of unique skills or qualifications the Fire Chief may direct specific personnel to work overtime.

- a. **Voluntary Overtime:** will be the first method used to fill vacant positions created because of Annual Leave, Administrative Leave, or Sick/Family Leave. The Voluntary Overtime will be projected as far in advance as possible to allow members sufficient time to volunteer for the. In the event of overtime becoming available at the last minute it will be the responsibility of the Station Captain or the Acting Captain to notify off duty members of the overtime availability.
1. A voluntary overtime list will be established beginning the first full pay period of the new calendar year using employment anniversary

date at Camp Parks Combat Support Training Center to establish seniority.

2. Once members start to accumulate hours of voluntary overtime worked the eligibility will then be based upon the number of voluntary hours of overtime an individual has accumulated up to that date.
 3. The voluntary overtime will be up-dated daily by the Station or Acting Captain.
 4. Off duty members will be contacted for voluntary overtime prior to the overtime becoming mandatory.
 5. Members being contacted off duty will need to acknowledge the notification within 30 minutes if they wish to work the overtime.
 6. If members do not wish to be on the voluntary overtime list they must submit a memo to both the Fire Chief and Union President. The Fire Chief will place the memo in the individual's station folder until such time as the member rescinds the memo.
- b. Mandatory Overtime: will be required anytime that a shift is below the minimum staffing requirements of four personnel and no member has volunteered to work the overtime. It requires that a member of the off going shift be held on overtime to make up the staffing requirements.

A member will be notified as soon as possible that they will be working mandatory overtime by the Station Captain or Acting Captain of the shift.

1. Mandatory Overtime will work in a reverse seniority order (The junior person based on employment anniversary date at Camp Parks Combat Support Training Center will be at the top of the rotation list and the most senior person on the bottom of the rotation.)
2. A firefighter must work a minimum of 2 hours in order to rotate to the bottom of the mandatory overtime list.
3. The individual at the top of the mandatory overtime list is not entitled to early shift relief.

ARTICLE 9. LEAVE

SECTION 1. It is understood that the knowledge, skills and abilities of the employee and the needs of the fire service shall be considered by the Fire Chief when making a determination that an employee's services can be spared in connection with a request for annual leave. Unit employees will accrue annual leave in accordance with 5 USC § 6303.

SECTION 2. VACATION ANNUAL LEAVE

- a. Vacation leave will be considered a minimum of three (3) consecutive shifts or more (K-days will be allowed to split consecutive shifts but are not considered part of the consecutive shift total). The request for leave will be submitted on an OPM-71 form, indicating **SCHEDULED VACATION** in the remarks block, and will only be considered approved when the employee has received a signed approved copy of the OPM-71 form from the Fire Chief (the Approving Official) or his representative. The Approving Official will provide a copy of all approved and disapproved OPM-71 form to the employee within 72 hours after receiving the leave request. Failure to submit an OPM-71 form will result in forfeiture of the requested vacation leave. Employees are responsible for confirming that the requested leave has been approved prior to commencing leave.
- b. Vacation leave will be selected by seniority using the Camp Parks employment anniversary date.
- c. Vacation leave will be scheduled on a worksheet calendar from 1 January to 31 December for the upcoming year. The Fire Chief or his representative will transfer the selected vacation leave information to the Fire Department Personnel Schedule, and maintain the worksheet calendar upon completion of the selection process.
- d. Three selection periods for the purpose of scheduling vacation leave will be provided 15 October will commence the first selection period. The Company Officer assigned to the shift at each station will be responsible for security of the worksheet calendar and will distribute it to all members of the shift in accordance with this instruction. Upon completion of the first selection round the supervisor will notify the Fire Chief. The Fire Chief will review the calendar and ensure that all members have documented their choices by marking the date(s) on the worksheet calendar, or by signing that they have been provided a selection but chose to pass. Once the Fire Chief and the Company Officer agree that all members have made or had an opportunity to make their first round selection for vacation leave the

second round of selections can commence. Upon completion of the second round of selections, the third round will commence.

- e. Each employee will have a maximum of one (1) week in which to make a vacation leave selection.
 - 1. EXAMPLE: The Company Officer meets with the next employee on the station shift seniority list to schedule their vacation leave at 1730 on the 1st of October. The employee is shown the vacation calendar worksheet, which indicates the open leave dates. The employee has until 1730 of his next shift, October 3rd, to make a selection. If the 3rd of October is a k-day, the vacation selection process is on hold until the employee's next scheduled workday October 5th at 1730. The Company Officer must secure the calendar until the appropriate time has elapsed or the employee makes the vacation choice. It will be the responsibility of the Company Officer to notify the Fire Chief if an employee has improperly exceeded the selection time period without making a choice. The Company officer shall also document that fact on the worksheet calendar before moving on to the next employee on the list.
- f. Vacation Leave will only be granted down to the minimum staffing requirements.
- g. An employee can schedule up to the amount of Vacation Leave they will have accrued by the time of the scheduled vacation leave period.
- h. Only upon completion of the Vacation leave selection period will incidental leave be scheduled further than January of the New Year.
- i. The Employer will make every attempt to ensure the employee is able to use the requested and approved vacation selection.

SECTION 3. SICK LEAVE

- a. Employees who are unable to report for work due to an incapacitating illness or injury shall notify the appropriate supervisor as soon as practical.
- b. The Employee or family member requesting sick leave shall state, if known, the approximate time the employee may be absent and keep the employer informed of changes,
- c. During long-term absences, Employees shall keep their supervisor informed of their expected return to duty date.

- d. Limited duty may be offered to all employees if such work is available within the Camp Parks Combat Support Training Center, and falls within limitations established by doctor's orders.
- e. Upon return to duty the employee shall submit a form OPM-71 to officially request the time off as leave sick. Medical documentation may be required for absences over 3 shifts in length and will consist of the date attending physician saw or treated the employee and attending physician's name. Employees may at their own discretion use annual leave in lieu of sick leave and shall do so by annotating on the OPM 71 "Annual leave filed in lieu of sick leave".
- f. An illness that occurs during a period of Annual Leave may be converted to Sick Leave by submitting an OPM-71 within 48 hours upon returning to full duty.

SECTION 4. EMERGENCY LEAVE

- a. When a sudden or unforeseen situation occurs requiring the employee's absence, which could not be approved in advance, the employee shall notify his/her supervisor as soon as possible prior to the start of their shift and request emergency annual leave. Examples: Car problems on the way to work, failure of major appliances at home that if left unattended may cause property damage or cause injury to family members, etc.
- b. The employee shall state the reason for requesting emergency leave, and if known, approximately how long the employee will be absent.
- c. It will be the responsibility of the employee to report to his/her supervisor prior to each shift if the absence will be for greater than one shift. Employees have an obligation to keep their supervisor informed on their expected return to duty date/time. Supervisors and employees may work out a notification schedule.
- d. Upon return to duty the employee shall submit an OPM-71 form to officially request the time off as annual leave.

SECTION 5. INCIDENTAL ANNUAL LEAVE

- a. Incidental leave will be for the use of or scheduling of any number of hours of annual leave.
- b. The Employer shall authorize Incidental Annual Leave when staffing levels are above minimum, on a first come/first served basis.
- c. To request incidental annual leave the employee shall submit a Form OPM-71 to the Fire Chief or call prior to the beginning of their work shift.
- d. The Fire Chief will check the staffing levels, ensuring that minimum staffing levels are met with the employee's absence for the date requested. The Fire Chief will ensure that the employee receives written notification of the approved or disapproved leave within twenty-four (24) hours of receipt of the request or 8 hours prior to commencement of leave, whichever comes first. The Fire Chief or his/her representative shall give employees who call in for incidental leave a verbal approval or disapproval while they are on the phone.

SECTION 6. FAMILY LEAVE (FEFFLA/FMLA):

Employees may take leave or schedule an unpaid absence based upon family related matters, in some cases. These include caring for a family member with a serious health condition, childbirth or infant care, adoption, funerals and similar situations. The rules are very specific and are covered by the Family and Medical Leave Act (FMLA), which provides instances of up to 12 weeks of unpaid leave; the Federal Employee Family Friendly Leave Act (FEFFLA) which covers the use of sick leave for family care. The definition of "family member" varies between the two provisions, as do the periods which can be approved. Maternity leave for the mother is generally handled as sick leave for the time incapacitated; any further time for either parent to bond and care for the newborn falls under FMLA, FEFFLA, annual leave or leave without pay. Leave transfer programs may also be available through the CPAC, where an employee can use donated annual leave once their sick leave is depleted. Current information is available from the websites for OPM, Army PERMISS, or from CAPC.

SECTION 7. LEAVE WITHOUT PAY (LWOP):

- a. LWOP is a voluntary, temporary, and non-pay status of leave. LWOP must be approved prior to utilization. Request for LWOP will be considered on a case-by-case basis. LWOP may be cancelled based on the needs of the mission.

- b. Employees must submit a completed Form OPM-71, requesting LWOP, to the Fire Chief. The Fire Chief will advise the employee to contact the CPAC representative for information about requesting LWOP, and the affect it can have on within-grade increases and retirement dates. LWOP in excess of 30 days requires that a Request for Personnel Action (RPA) be processed. The Fire Chief and the employee will need to contact the CPAC representative to start the RPA.
- c. The supervisor shall note the date and time the Form OPM-71 is received. He/she shall check to ensure that the LWOP box is checked and that all required information is completed and/or attached.

SECTION 8. MILITARY LEAVE:

- a. ***For Firefighter working a 24 Hour shift (72-hour workweek):*** The law provides 15 days per fiscal year (FY) for employees involved in the military reserves to be absent from their jobs.
- b. ***For Firefighter or Fire Inspector working a 56-hour workweek:*** The law provides 15 days per fiscal year (FY) for employees involved in the military reserves to be absent from their jobs
- c. The reservist employee shall provide the Fire Chief with a list of dates they are required to be present for military reserve duty as soon as practical. The reservist employee will be authorized to be absent from the fire station regardless of the staffing levels or leave availability.
- d. The Fire Chief will ensure that the proper timekeeping codes and hours are documented for the reservist employee.

SECTION 9. COURT LEAVE:

- a. All employees, except those serving on intermittent appointments or one leave without pay, are eligible for court leave. Court leave shall be granted when an eligible employee is required to serve as a juror, or as a witness on behalf of any party in connection with any judicial proceeding in which the United States, the District of Columbia, or state or local government is a party. Employees summoned or assigned by their activity to testify are to remain in an official duty status.

SECTION 10. EXCUSED ABSENCES:

- a. Absences authorized as time allowed or administrative leave without charge to accrued leave or loss of pay are excused absences.
- 1. If practical and without interfering with work operation, employees are allowed up to three (3) hours of excused absence to register and/or vote in any election or referendum on a community civic matter if the polls are not open at least three (3) hours prior to commencement or after completion of shift.
- 2. Employees may be excused from work without charge to leave for time necessary to donate blood (including travel time) and recuperation until able to resume work. Normally such excused absence will not exceed four (4) hours.
- 3. Employees' absences from duty for tardiness of less than one hour may be excused if reasons are acceptable to the Fire Chief.
- 4. Employee may be excused to participate in interviews conducted under the merit system program.
- 5. Employees may be excused to attend conferences or conventions when it is determined attendance will serve the best interest of the Federal Service. Absences of this type will be limited to those situations where the employee is an official representative of the organization involved or an active scheduled participant of the program.

Section 11. ALL OTHER TYPES OF LEAVE

The Fire Chief will contact CPAC representative to obtain law, rule or regulation pertinent to the Firefighter or Fire Inspector working a 56-hour or 72-hour workweek.

ARTICLE 10.
UNFAIR LABOR PRACTICE CHARGES

Section 1. The Partners agree to conduct their relationship in such a way as to avoid Unfair Labor Practice charges.

Section 2. Should, however, either Party believe that the other has committed or is committing an Unfair Labor Practice the following informal procedure shall govern. The PARTNER, which believes that an unfair labor practice has been committed, shall submit in writing to the other PARTNER a notification of intent to file an Unfair labor Practice. The notification shall be sufficiently specific to identify the act or practice complained of. The PARTNERS shall meet within five calendar days to attempt to resolve the issue. The charging Party shall be free to file an Unfair Labor Practice charge with the Federal Labor Relations Authority (FLRA) if no agreement is reached at the meeting.

Section 3. If an Unfair Labor Practice charge is filed, the PARTNERS agree to continue to attempt to arrive at a resolution of the issue during the course of FLRA processing.

ARTICLE 11.
OCCUPATIONAL HEALTH AND SAFETY

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

Section 2.

- a. Protective clothing and equipment furnished to unit employees will be in accordance with the requirements of OSHA and NFPA Standards. Employees shall be responsible for the condition of items furnished and return of such items as required by the EMPLOYER. Equipment utilized by unit employees will be in accordance with the requirements of the NFPA 1500 Standards.
- b. The EMPLOYER agrees to provide/replace/repair protective clothing and equipment, when worn out, contaminated or lost not due to negligence. This equipment includes, but is not limited to, Firefighters' protective clothing, SCBA masks, prescription safety glasses for SCBA mask, flashlight (non-conducting rubber covered cell type, explosive proof), a Gerber Tool (or equivalent), coveralls, work & fire gloves, eye protection, hearing protection, Nomex hoods, Portable Radios, associated equipment and pagers. Any additional equipment will be provided as needed.
- c. Bargaining Unit Employees will not be required to share any part of their turnouts and/or protective equipment with another employee unless it has been cleaned and sanitized in accordance with the manufacturers' directions or national consensus standards (whichever is most stringent).
- d. The EMPLOYER agrees to staff and operate all Fire Apparatus pursuant to the provisions of higher authority, law, rule, regulation, instruction and policy. The EMPLOYER agrees that any deviation to the minimum staffing requirements established by the Department of Defense (DOD) and the Department of the Army will only be accomplished after the Secretary of the Army and/or his representative have granted a waiver. The EMPLOYER further agrees to notify the UNION in writing of their desire to reduce the staffing levels below the minimum requirements. The UNION

will be provided copies of all requests for waivers submitted to the Secretary of the Army.

- e. The EMPLOYER shall provide for the inspection and testing of fire department equipment in accordance with law, rule, regulation, instruction, policy, manufacturers' directions or national consensus standard [whichever is most stringent]. The results of these tests shall be made available to the UNION upon their request.
- f. The EMPLOYER shall provide appropriate training on safety and industrial health matters related to the work environment; this includes the use and proper maintenance of protective clothing, devices and equipment.
- g. Extreme weather conditions will be cause for canceling non-emergency outdoor work and/or outdoor drills/training.

Section 3. The EMPLOYER agrees that employees exposed to hazardous substances, toxic fumes, epoxies, radiation, etc., shall be given an appropriate physical evaluation as soon as practicable. In the event that the exposure was to blood and/or body fluids, the EMPLOYER shall, at the employee's request, provide for HIV and HBV screening. The EMPLOYER will maintain an up to date Hazardous Materials Exposure Record for all bargaining unit employees. The EMPLOYER agrees to provide the UNION a copy of this record.

Section 4. The EMPLOYER will welcome suggestions from the UNION and unit employees, which offer practical and economically feasible ways of improving safety conditions in the Fire Department.

Section 5. The EMPLOYER agrees to establish a Fire Department Safety Committee for the purpose of addressing Fire Department safety issues and implementing the NFPA Standards. The committee will meet as often as needed to fully implement those portions of the NFPA Standards those are within their authority. The committee will make all recommendations to the Fire Chief for his approval and incorporation into the appropriate Fire Department Standard Operating Procedures (SOP).

Section 6. During emergency operations, the EMPLOYER shall maintain an awareness of the condition of bargaining unit members operating within their span of control during an emergency and ensure that adequate steps are taken to provide for their safety and health. The incident command structure shall be utilized to request relief and reassignment of fatigued crews. The incident commander shall consider the circumstances of each incident/hazardous standby and make suitable provisions for rest and rehabilitation of bargaining unit employees operating at the scene. These considerations will include medical evaluation and treatment, food and fluid replenishment, and relief from extreme

climatic conditions, according to the circumstances of the incident/hazardous stand-by.

Section 7. The EMPLOYER agrees to provide emergency medical and ambulance services at all working fires and any other health or life threatening situation/emergency involving unit employees.

Section 8. The Employer agrees to provide two (2) pair of protective footwear (safety shoes) to all bargaining unit employees.

Annually; Station wear safety boots that comply with the NFPA 1500 standards. Tri-annually, or as needed; wild-land firefighting boots that comply with NFPA 1977 standards for wild-land firefighting.

Section 9. The EMPLOYER agrees to provide two (2) pair of protective eyewear (safety glasses) annually to all bargaining unit employees.

Section 10. The EMPLOYER agrees that all bargaining unit employees will be provided and fit tested for their own SCBA facemask.

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

ARTICLE 12.
PROMOTIONS, TEMPORARY PROMOTIONS AND DETAILS

Section 1. When merit promotion procedures are utilized for filling unit positions, the promotion policy set forth in this AGREEMENT and EMPLOYER's Merit Promotion Plan and other applicable laws, rules and regulations shall apply. The PARTNERS will create an MOU or SOP for a candidate assessment program. The Candidate Assessment MOU or SOP shall be negotiated concurrently with this AGREEMENT and shall be a codicil of this AGREEMENT.

Section 2. When filling unit positions under the Merit Promotion Program, announcements will remain open for a minimum of fifteen (15) calendar days. The EMPLOYER agrees that all relevant fire training and experience acquired outside the confines of EMPLOYER's Fire Department shall be considered when listed on applications for merit promotion. The EMPLOYER agrees to post a copy of the current vacancy announcements in each of the Fire Stations and will provide a copy to the UNION.

Section 3. Employees are advised that when they are candidates for promotion, information on the status of their application and the selection for the position are available through the ANSWER function of the Army Resume Builder on www.cpol.army.mil. Upon request, the employee's supervisor shall identify what areas, if any; the employee should improve to increase his chances for future promotions.

Section 4. The EMPLOYER agrees that details and temporary promotions to all vacant positions within the unit shall be consistent with applicable instructions, laws and regulations. The EMPLOYER agrees that the use of details and temporary promotions in relation to all vacant positions within the unit shall be consistent with the spirit of the merit system and, where practicable, details will be rotated among all qualified unit employees. Temporary promotions shall be filled through competitive means pursuant to applicable regulations. Details shall be given due consideration during the evaluation of an employee for promotion. The EMPLOYER will inform the person detailed of the reason for the detail and the nature of the detail, by providing a copy of the appropriate documentation to the employee and answering any questions by the employee pertaining

ARTICLE 13.
DISCIPLINARY AND ADVERSE ACTIONS

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

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

Section 3. Employees are encouraged to discuss with their supervisors how they are doing on performance, conduct, and training, and ways they can improve. Supervisors will respond to such requests promptly, and where appropriate, give examples of good work as well examples of specific incidents where either performance or conduct was below expectations.

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

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

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

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

Section 7. Disciplinary proposals will be timely. The EMPLOYER will make every effort to propose discipline as soon as possible after becoming aware of the incident. The employee or his designated representative will offer their written and/or oral reply to the disciplinary official within Ten (10) calendar days. However, this time limit may be extended by mutual agreement provided that a request for extension is presented prior to the end of the prescribed time limit.

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

Section 9. The unit employee and the UNION may exercise their right to grieve disciplinary and/or adverse actions under provisions of this AGREEMENT, starting at Step 2 of the procedure (Article 14). The employee and his Union Representative are entitled to a reasonable amount of official time to prepare and present the grievance.

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

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

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

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

Section 14. The PARTNERS agree that an "Alternate Discipline Program" will be available for the EMPLOYER to utilize when appropriate. The EMPLOYER may substitute letters of reprimand in lieu of progressive suspensions (i.e., letters of reprimand in lieu of one-day suspensions, letters of reprimand in lieu of three-day suspensions, etc.). The letters of reprimand, for determining past disciplinary records and appropriate penalties would have the same weight and effect as the suspensions.

Section 15. Nothing in this AGREEMENT prevents the EMPLOYER from considering "Last Chance Agreements" (LCA). Last Chance Agreements are instruments designed to permit an employee subject to an Adverse Action a last opportunity to demonstrate that he can be successfully rehabilitated, e.g., that his performance or conduct can be improved to the EMPLOYER's satisfaction, and that the adverse action should not be taken. The agreements are tailored to the special circumstances involved in each case. They allow the EMPLOYER, at its discretion, to forego or delay implementation of an adverse action in order to give an employee a last chance to demonstrate successful rehabilitation.

ARTICLE 14. GRIEVANCE PROCEDURES

Section 1. The purpose of this article is to establish a procedure for the prompt and equitable settlement of grievances. A grievance means any complaint by (a) any employee concerning any matter relating to the employment of the employee; (b) the UNION concerning any matter relating to the employment of any employee; or (c) any employee, the UNION, or the EMPLOYER concerning the effect or interpretation or a claim of breach of a collective bargaining agreement, or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment This procedure shall be the exclusive procedure for resolving such complaints except for the following matters that are specifically excluded from the procedure:

- a. Any claimed violation of subchapter III of chapter 73 of this title (relating to prohibited political activities);
- b. Retirement, Life Insurance, or Health Insurance;
- c. A suspension or removal for national security reasons (Section 7532, Title 5, USC).
- d. Any examination, certification or appointment.
- e. The classification of any position that does not result in the reduction in grade or pay of the employee.
- f. Removals for unsatisfactory performance under Section 4303 of the CSRA
- g. An action terminating a temporary promotion.
- h. Oral admonishments and oral reprimands.
- i. Actions taken at the direction of the Office of Personnel Management or the Merit Systems Protection Board.
- j. Termination of employee during a probationary or trial period, or from a temporary appointment
- k. Non-selection from a group of properly ranked and certified candidates.
- l. The substance of the elements of an employee's job description and the content of an employee's performance standards.
- m. Letters of proposed action
- n. Issues where personal relief is not available.
- o. Separation for disqualification.
- p. Decision to employ a Reduction In Force.

Section 2. Unit Employee(s) utilizing this grievance procedure will have the right to be accompanied, represented and/or advised by a representative of the UNION and be granted a reasonable amount of official time to prepare and present their grievance. In addition, an employee and/or group of employees have the right to present and process a grievance under this procedure on their own behalf. In such cases, the UNION will be afforded the opportunity to have a

representative present, on official time during any and all formal discussions/meetings, between the EMPLOYER and the Grievant(s) relating to the grievance filed.

Section 3. If the employee(s), the UNION or the EMPLOYER fails to elevate a grievance within the time limits prescribed within this procedure, the grievance will be considered terminated. However, time limits may be extended by mutual agreement provided that a request for extension is presented prior to the end of the prescribed time limit. Grievance decisions will be made as promptly as possible at each level of consideration described herein. Unless mutual agreement is reached for extending the time limits within which a decision must be rendered, failure to meet the time limits will allow the grieving party to proceed to the next step upon written notification.

Section 4. The PARTNERS recognize and endorse the importance of bringing to light and adjusting grievances promptly. The initiation of a grievance in good faith, by an employee, shall not cast any reflection on his standing with the EMPLOYER or on his loyalty and desirability to the organization, nor will the grievance be considered as a negative reflection on the EMPLOYER.

Section 5. Except in the case of disciplinary actions, the UNION and the EMPLOYER agree that individual identical grievances will be joined at Step 2 and processed as one grievance throughout the remainder of the procedure. The UNION will select one of the employee's grievances for processing and the decision thereon will be binding on all others in the related grievances.

Section 6. In the event either party should declare that a grievance cannot be grieved or arbitrated, the original grievance shall be considered amended to include this issue. All disputes of grievability or arbitrability will be referred to arbitration as a threshold issue in the related grievance.

Section 7. Supporting Documentation And Evidence. If possible, all evidence and supporting documentation, which is relevant to the resolution of the grievance, should be presented at Step 1 of the procedure. However, evidence and supporting documentation not available for Step 1 can be offered at the earliest possible step throughout the procedure. For the purpose of this AGREEMENT, evidence includes but is not limited to both oral and written presentation of facts. Participants, including witnesses, will be allowed official time to attend grievance meetings consistent with operational requirements.

Section 8. The specific steps established for settlement of grievances are as follows:

Step 1. Informal. The PARTNERS 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 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 fifteen calendar days of the incident, or the date the employee first became aware of the incident that causes him to be aggrieved, the aggrieved employee may either individually, or with a Union representative, present the grievance to the Fire Chief. The Fire Chief shall give his written decision within seven calendar days after submission of the informal grievance. 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 of Emergency Services or his designee within fifteen calendar-days after receipt of the first step decision. The Director of Emergency Services or his designee will hold a meeting on the grievance with the employee, his Union representative, appropriate management officials, and any other individual who can provide pertinent input to the issue at hand. The Director of Emergency Services or his designee will then render a written decision within seven calendar days after the meeting.

Step 3. If the employee is dissatisfied with the Director of Emergency Service's second step decision, he will request a review by the Commander or his designee. The UNION may elect to refer the grievance to Arbitration if dissatisfied with the Commander's review.

Section 9. 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.

Section 10. Grievances between the UNION and the EMPLOYER shall be processed in the following manner:

- a. Union Grievances. The UNION may initiate a grievance by submitting it in writing within fifteen calendar days of the incident, or the date the UNION/employee became aware of the incident that caused the UNION to be aggrieved, to the Director of Emergency Services or his designee. The Union president or his designee will meet with the Director of Emergency Services or his designee within fifteen calendar days of the written submission, and the Director of Emergency Services will thereafter render a written decision within seven calendar days after such meeting. If the decision is unacceptable to the UNION, the matter may be submitted to arbitration in accordance with Article 14 Section 13.

- b. Employer Grievances. The EMPLOYER may initiate a grievance by submitting it in writing within fifteen 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 of designee will meet within fifteen calendar days of the written submission, and the Union president will thereafter render a written decision within seven calendar days after such meeting. If the decision is unacceptable to the EMPLOYER, the matter may be submitted to arbitration in accordance with Article 14 Section 13.
- c. When either PARTNER has invoked arbitration, the PARTNERS may mutually agree to request that the PARTNERS participate in "grievance mediation."
- d. During mediation, each PARTNER shall be represented by a negotiation committee that shall not exceed three members.

Section 11. 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 a representative of the EMPLOYER and co-signed by the Fire Fighter that initiated the grievance or the Union President in the case of a Union grievance. The agreed upon settlement is binding on all PARTNERS provided it does not conflict with applicable laws, rules, regulations, and provisions of this AGREEMENT.

Section 12. 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 13. Arbitration Procedure

- a. In the event the PARTNERS fail to satisfactorily settle any grievance under the grievance procedure of this article as outlined in section(s) 7 and 10 above, then such grievance(s), upon written notice by the PARTNER desiring arbitration, shall be referred to arbitration. Requests for arbitration will be submitted within thirty (30) calendar days after receipt of the decision rendered at Step 3 of the grievance procedure, or within fifteen (15) calendar days of the respondent's reply or failure to reply under Section 10, or within ten (10) calendar days from the conclusion of any grievance mediation meeting(s) under section 11 of this Article.
- b. The PARTNERS agree that the issue(s) to be arbitrated shall be no broader in scope than the issue(s) presented during the grievance

procedure, except that the PARTNERS would not be precluded from introducing background material. The arbitrator shall not change, modify, or add to the provisions of the AGREEMENT; as such right is the prerogative of the contracting PARTNERS only. Furthermore, the arbitrator shall not change, modify, alter, delete, or add to the provisions of any law, rule or regulation affecting conditions of employment.

- c. Within seven (7) calendar days from the date of receipt of a valid arbitration request, the involved PARTNERS shall jointly request the Federal Mediation and Conciliation Service to submit a list of seven impartial persons qualified to act as arbitrators. The PARTNERS shall meet within seven (7) calendar days after the receipt of such list to select an arbitrator. If they cannot agree upon one of the listed persons, the EMPLOYER and the UNION will each strike one arbitrator's name from the list of seven and shall repeat this procedure. When only one name is left, he shall be the duly selected arbitrator.
- d. The total cost of the arbitration shall be borne by the loser of the decision rendered.
- e. The arbitration hearing shall be held at a Camp Parks Combat Support Training Center facility mutually agreed to by the PARTNERS, normally during the regular day shift hours of the basic workweek. The Grievant, not more than two (2) Union representatives, and witnesses who have knowledge of the circumstances and factors bearing on the case, if employees of the facility and otherwise in a duty status, shall be excused from duty to participate in the arbitration proceedings without loss of pay or charge to leave.
- f. The arbitrator will be requested to render his decision as quickly as possible, but in any event, not later than thirty (30) calendar days after the conclusion of the hearing unless the PARTNERS otherwise agree.
- g. The arbitrator's award will be binding on both PARTNERS, except that either PARTNER may file exceptions to an arbitrator's award with the Federal Labor Relations Authority [FLRA], under regulations prescribed by the Authority.
- h. Questions that cannot be resolved by the PARTNERS as to whether or not a grievance is subject to arbitration under this AGREEMENT shall be referred to an arbitrator for decision.

ARTICLE 15.
POSITION DESCRIPTIONS AND CLASSIFICATIONS

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

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

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

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

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

duties and responsibilities of the position. It is understood that this does not interfere with management's right to assign work.

ARTICLE 16.
UNIFORMS AND UNIFORM ALLOWANCES

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

Section 2. The EMPLOYER will provide an initial and replacement uniform allowance in accordance with 5 USC, Section 5901, 5902, and 5903. The PARTNERS recognize that from time to time, Office of Personnel Management increases the annual allowance to adjust for inflation. The uniform allowance will be the maximum amount allowable by law.

- a. An initial uniform allowance will be provided to Fire Department Employee(s) when a new uniform, with markedly different requirements is required.

Section 3. Station Uniforms. The EMPLOYER agrees to provide the following accessories to be used with the uniform:

- a. One metal hat badge
- b. Two metal breast badges
- c. Two sets of metal collar devices
- d. Two metal name tags
- e. Five fire department shoulder patches

The EMPLOYER will replace accessories that become worn out due to normal use. Accessories lost or damaged through carelessness of the employee will be the responsibility of the employee for replacement. The EMPLOYER shall also provide one set of coveralls or a jumpsuit for dirty work. The employee will provide the following:

- a. COAT: Blue, waist length
- b. TROUSERS: Navy Blue, slack-type without cuff
- c. SHIRTS: Uniform type with two breast pockets with flaps, long or short sleeve
- d. SOCKS: Black or white, wool or synthetic fabric

- e. BELT: Black garrison or military weave type
- f. T-SHIRTS: Navy Blue, plain or with Fire Department or IAFF logo

Optional Uniform. Unit employees, while in/out of the fire station performing work related functions, will be allowed to wear navy blue tee/sweat/job shirts that will express the Fire Department or IAFF logo. Unit employees may wear a baseball cap with the Fire Department or IAFF logo while working on all routine details. The employee shall provide the alternate clothing.

Section 4. The station uniform will be worn in one of four modes: the Dress mode or the Work mode.

- a. Dress mode. The dress mode for unit employees will consist of the button down shirt, tie, trousers, belt, socks, cap, and jacket. This mode of dress is authorized for promotion, ceremonies, funerals, and other official functions.
- b. Work mode. The work mode for unit employee will consist of the button down or optional shirt, trousers, belt, socks and jacket (if climatic conditions dictate). This mode of dress will be used while on duty in other than situations described in the preceding section.
- c. Stand-by mode. During stand-by time in or around the fire station, employees **will** be allowed to wear the work mode uniform, with one of the optional shirts, or PT clothes which may display the Fire Department logo or IAFF logo.
- d. Training/Operations mode. The optional uniform can be worn during training periods and Fire Department maintenance inside and outside the fire station and emergency operations.

Section 5. Fire Department uniforms with IAFF logo will be phased out over the next three (3) years. The final wear out date of uniforms with the IAFF logo is three years from the date this CBA is signed by the EMPLOYER and the UNION.

ARTICLE 17.
WELFARE, AND MORALE

Section 1. The EMPLOYER recognizes the necessity of providing and maintaining reasonably comfortable living spaces for unit employees on duty, such as air conditioning and heating and adequate furniture drapes or blinds. To this end, the EMPLOYER agrees to provide the following:

- a. Adequate bedding
- b. Refrigeration for storage of employee's food
- c. Cooking and eating utensils
- d. Dishwasher
- e. Washer and dryer
- f. TV and VCR (for training and operational purposes)
- g. Appropriate common area furnishings

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 Camp Parks Combat Support Training Area when utilities and/or appliances break down or need replacing. Maintenance problems will be called to the attention of the chief on duty who will notify the appropriate maintenance authorities and request action to correct the problem.

Section 2. The EMPLOYER agrees to schedule 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 ten (10) days.

Section 3. The PARTNERS recognize that, ideally the living quarters in the fire stations represent space allocated as rest, washrooms, and sleeping areas are for Fire Fighters and agree not to use these areas as public facilities.

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.

Section 5. The EMPLOYER agrees that unit employees may file for 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 to provide parking spaces for all bargaining unit employees.

ARTICLE 18. TRAINING

Section 1. The PARTNERS agree that training and development of employees in the Unit are important in accomplishing both the mission of the EMPLOYER and the Federal career goals of the employee. The EMPLOYER will develop, promote and maintain adequate training programs that are consistent with the needs of EMPLOYER's Fire Department and in accordance with applicable regulations. The EMPLOYER agrees to provide unit members with information concerning available firefighting schools conducted by the Department of Defense, Department of the Army, Federal, State and County organizations. A reasonable effort will be made by the EMPLOYER to send employees while on temporary duty status. The PARTNERS support this training and will encourage all unit employees to enroll in these courses for self-development and the good of the Federal Service. Local training directed by the EMPLOYER shall be accomplished while the employee is in a duty status. The PARTNERS agree that each employee is responsible for applying a reasonable amount of personal time and effort to keep abreast of the changing technology of his/her occupation.

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

Section 2. The EMPLOYER agrees to provide and maintain current resources consisting of fire prevention films, books, periodicals, Technical Orders, Trade Journals, etc. at the fire station. The library will be for employees' self-development and technological advancement. The PARTNERS will identify what training material is necessary and relevant [to support the DOD Certification Program] and will take the appropriate action to order such material. In addition, the EMPLOYER agrees to maintain modern audio/visual equipment and a thirty-six inches or larger television for training purposes.

Section 3. The U.S. Fire Administration (<http://www.usfa.dhs.gov/index.shtm>) and the National Fire Academy (<http://www.usfa.dhs.gov/training>) websites can provide information on training opportunities and requirements. Specific department of the Army GS employment information can be obtained through the US Army Civilian Personnel Online website (<http://cpol.army.mil>).

Section 4. In accordance with applicable Instructions, the EMPLOYER will conduct an annual "training needs survey" to determine the group training needs and requirements of the Fire Department. The UNION will be permitted to submit comments and recommendations regarding training needs to the Fire Chief for

consideration prior to completion of the annual "training needs survey." The UNION will be supplied with a copy of the completed annual "training needs survey" upon request. In addition, the EMPLOYER agrees to maintain complete training records for all bargaining unit employees. Copies of these training records shall be provided to the employee upon his/her request.

Section 5. Based on the results of the "Training Needs Survey", the EMPLOYER shall establish a "Continuing Education Program" for unit employees that relates to all aspects of EMPLOYER's Fire Protection/Fire Prevention Program. This continuing education program shall include, but is not limited to offering the necessary and/or relevant training (through accredited sources) to unit employees on an as needed basis. In addition, the EMPLOYER shall develop an in-service (daily) training program that meets the mission requirements of the Fire Department.

Section 6. Pursuant to DOD 6055.6-M all Fire Department employees are required to participate in the DOD Fire and Emergency Services Certification Program as a supplement to the GS-081 Job Series. Certification levels are the minimum qualification standards for the GS 081 positions Individuals must be certified at these levels before being eligible for promotions, transfers, and certain details. Certification requirements do not apply to the employees occupied by a DOD Fire Fighter on 31 May 2000. The PARTNERS further agree that the Fire Department employees participation in the DOD Certification Program and the physical [practical] training course in and of itself, shall not be used to determine continued employment or standing in the Fire Department positions occupied by a DoD firefighters prior to 31 May 2000.

Furthermore, the PARTNERS agree that the professional competence of employees in the Fire Department is important in accomplishing both the mission of the Fire Department and the Federal career goals of the employee. To this end, the EMPLOYER shall provide relevant/required training and that employees shall be dedicated to self-improvement through active participation in these programs. Consequently, the PARTNERS have agreed to fully support the Department of Defense [DOD] Fire and Emergency Services Certification program outlined in DODI 6055.6M and other relevant employee development opportunities.

Recognizing the challenges presented by these training requirements the EMPLOYER shall address the short and long-term training strategies relating to the implementation of the DOD Fire and Emergency Services Certification Program and other relevant development requirements, with the commitment to:

- a. Obtain adequate funding to support the DOD Certification Program. Funding shall be provided for, but not limited to, learning facilities, training material, reference material, computer equipment, and training aids. The EMPLOYER

agrees to provide the necessary facilities, training material, reference material, computer equipment and other training aids in order to support this program as mutually agreed to by the PARTNERS.

- b. Provide policies/procedures designed to keep employees current and to give the employees the opportunity to be eligible for future promotions.

It is agreed that a test of job knowledge provides a measure of job capability. Written tests generated locally and not connected with the Certification Program will be given by true/false or multiple-choice questionnaires whenever these forms are compatible with the objective of the test. The purpose of the test shall be made known and available study reference lists shall be published.

The EMPLOYER has the right to train and assign work anytime during the tour of duty. However, "make work" training is inappropriate. A monthly training schedule will be established, posted and the Fire Chief will approve all deviations. Changes may be required because of weather conditions (extreme cold, extreme heat, high humidity and high winds), availability of facilities, etc. The EMPLOYER shall make the necessary arrangement to have an ambulance and crew on site during live fire training drills.

In the event the ambulance and crew needs to respond to an actual emergency, the live fire training drill shall be terminated as quickly and safely as possible. To ensure that safe working conditions are provided to unit employees, such training shall not resume until such time as the ambulance and crew can be physically present on site.

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

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

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

Job related training opportunities will be offered without regard to race, religion, color, creed, national origin, age, sex, political affiliation, Union affiliation or any other non-merit factor.

Section 7. Training Records. The EMPLOYER will maintain training records on each Fire Department employee. Copies of these training records shall be provided to the employee upon his/her request within 5 working days.

ARTICLE 20.
LABOR/MANAGEMENT COOPERATION

Section 1. In order to communicate in an open and informal manner and to improve morale, working conditions, and understanding of responsibilities, the Parties agree that periodic meetings may be necessary. The purpose of these meetings is to maintain quality labor/management relations between the PARTNERS.

Section 2. The meetings shall be held as mutually agreed to by the Parties. The PARTNERS will provide an agenda to each other at least 3 days prior to the scheduled meeting.

ARTICLE 21.
MISCELLANEOUS PROVISIONS

Section 1. Subsequent to the approval of this AGREEMENT, the Parties agree to undertake the task of rewriting those "Rules and Regulations" or Standard Operating Guidelines of the Fire Prevention and Protection Branch that are in conflict with this AGREEMENT.

Section 2. Retirement Benefits. The EMPLOYER agrees to provide information to any Unit employee who contemplates retirement. Such service shall be provided by the CPAC and shall include information on retirement plans for which the employee is eligible. In the event questions arise which the CPAC cannot resolve, the EMPLOYER agrees to make reasonable efforts to resolve the issue by contacting the appropriate offices.

Section 3. Employee Suggestions. The PARTNERS will encourage all unit employees to participate in the Employee Suggestion Program. The Suggestion Program Coordinator will process employee suggestions in accordance with applicable instructions. The Suggestion Program Coordinator will assist employees in assuring that suggestions are in the correct format for evaluation. It is agreed that every reasonable effort will be made to process all employee suggestions in a timely and expeditious manner.

Section 4. Within-Grade Increases. The granting and/or denial of a within grade increase shall be taken in accordance with applicable instructions relating to the granting and denying of within- grade increases for General Schedule (GS) employees. A quarterly review of an employees' performance will be conducted to achieve an acceptable level of competence.

Section 5. Reproduction Of The AGREEMENT. The cost of printing this AGREEMENT will be borne by the EMPLOYER. The EMPLOYER will provide the UNION with 2 copies of the AGREEMENT. The document will be available for reference on the CSTC intranet.

Section 6. Injury Compensation. An employee who is injured or suffers an occupational disease in the performance of his duties will be compensated as determined by the Office of Worker's Compensation in accordance with applicable rules and regulations. The EMPLOYER agrees to counsel the employee on the procedures for filing claims and the benefits to which he is entitled. A claimant will be permitted to be represented by a Union official or other person on any matter pertaining to an injury occurring in performance of duty. The claimant shall authorize this representation in writing.

Section 7. Light Duty. The EMPLOYER agrees that, in accordance with applicable instructions, the policy of the Fire Department is to utilize to the extent practicable those unit employees who are temporarily medically restricted so long as their services can be used effectively and their work will not cause further harm to themselves as determined by the attending physician. The EMPLOYER shall make every reasonable effort to utilize bargaining unit employees within the Fire Department. The procedures set forth in applicable instructions shall be applied to both on-the-job and non-job related illnesses or injuries, which require medical restrictions.

Section 8. Public Safety Officer's Benefit Act (PSOB). The PSOB is a law under which a claimant, who has a certain relationship to a firefighter, who died because of firefighting activity, can be entitled to monetary benefit. The Department of Justice, Bureau of Justice Assistance, Public Safety Officer's Benefits Division administers the program. Firefighters are advised to keep potential claimants, i.e., spouses, children, and/or parents informed. A claim for death benefits must be filed within one year, and medical evidence may be required to support the claim. The EMPLOYER agrees to keep accurate records of all bargaining unit employees to ensure that all relevant/required information is maintained up-to-date. The PARTNERS will assist claimants.

Section 9. Request For Transfer. The EMPLOYER agrees to accept written request from bargaining unit employees for lateral transfers between shifts within the Installation Fire Department. In such case, the following procedures shall apply:

- a. A bargaining unit employee desiring to transfer may submit a written request addressed to the Fire Chief via the appropriate chain of command.
- b. Two bargaining unit employees of equal grade who are serving in the same position description may request an exchange of duty shifts. Such request shall be signed by both employees and submitted via the appropriate chain of command to the Fire Chief. The request will be promptly forwarded via the chain of command to the Fire Chief with a recommendation for approval or disapproval.
- c. The EMPLOYER agrees to give good faith consideration to request for transfer submitted under this Article.
- d. Normally, all bargaining unit employees will be given fourteen (14) calendar days' notice before being transferred.

Section 10. Use of government vehicles. After Fire Fighters are released from an off base incident and are returning to the Camp Parks Combat Support Training Center they will be allowed to stop and obtain beverages for rehydration.

ARTICLE 22.
PAYROLL ALLOTMENT FOR THE
COLLECTION OF UNION DUES

Section 1. The UNION recognizes its responsibility to purchase and distribute to its members Standard Form 1187 "Request for Payroll Deductions for Labor Organization Dues", and to deliver completed forms 1187 to CPAC.

Section 2. The UNION is responsible for notifying the EMPLOYER as to the amount of annual dues, such amount to be uniform for all members for whom this AGREEMENT applies. Any changes to the dues structure shall become effective commencing with the first pay period occurring after the EMPLOYER has received thirty- (30) calendar day's written notification of the change. No more than one such change will be made during each twelve (12) months.

Section 3. The EMPLOYER will deduct from each allotter's pay the sum as indicated by the UNION and will transmit the total of such sums to the Treasurer of IAFF Local F-305. The UNION will provide to the EMPLOYER, in writing, the Name and address of the Local's Treasurer. The EMPLOYER will also furnish the UNION on a biweekly basis a listing of the names of the members for whom dues have been withheld and the amounts withheld.

Section 4. The PARTNERS agree that deductions for the purpose of this AGREEMENT will be made only after all other deductions [CS retirement, Income Tax, Bonds, etc.] have been made, and only when the amount sufficient to cover the entire amount is available.

Section 5. Voluntary Allotments for Dues Withholdings will be effective and irrevocable for a period of one (1) year from the date the allotment began. Thereafter, the allotment shall be revocable only upon the anniversary date of the current collective bargaining AGREEMENT between the PARTNERS. Payroll deductions for Union dues may be revoked or canceled in the following manner:

- a. A unit employee may submit a Standard Form 1188 "Cancellation of Payroll Deductions for Labor Organization Dues," which is available from and returned to CPAC, not more than twenty (20) calendar days nor less than ten (10) calendar days from the end of the appropriate revocation period, as described above.
- b. Upon notification by the UNION, by official letter addressed to the EMPLOYER that the employee is no longer a member in good standing, payroll deductions will be canceled beginning on the first pay period which commences after the 30th calendar day after the EMPLOYER's receipt of the letter of notification

- c. Upon a personnel action, which makes the employee ineligible for payroll deductions, such deductions will be terminated at the beginning of the first pay period on or after the effective date of such action.
- d. Upon expiration or termination of this AGREEMENT.

ARTICLE 23. DURATION OF AGREEMENT

Section 1. This AGREEMENT, as executed by the Parties, shall remain in full force and effect for a period of three years from the date of its approval by the Department of Defense and/or his designated representative. Thereafter, it will remain in effect for successive periods of one year, subject to approval by the Department of Defense, unless either party notifies the other in writing at least 90 days prior to the next anniversary date of intention to renegotiate a new AGREEMENT. When either party request to renegotiate the AGREEMENT, the provisions of this AGREEMENT shall be honored until a new AGREEMENT becomes effective, except for those provisions that are contrary to any law, regulation, Executive Order or Public Law 95-454.

Section 2. The AGREEMENT, except for its duration period as specified in Section 1, may be opened for an amendment by mutual consent of the Parties 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 meet within fourteen calendar days after receipt of such request to discuss the matter(s) involved. If the Parties agree that opening is warranted on any such matter (s), they shall proceed with negotiations. Negotiations shall be stringently limited to those matters previously agreed to as being appropriate. Such amendment(s) as agreed to will be duly executed by the Parties, subject to approval by the Department of Defense Civilian Personnel Management 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. The waiver of any breach or condition of this AGREEMENT by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

Section 5. All rights, privileges and working conditions enjoyed by the EMPLOYER, the UNION, and the bargaining unit employees at the present time, which are not included in this AGREEMENT, shall remain in full force, unchanged and unaffected in any manner, during the term of this AGREEMENT unless changed by mutual consent of the Parties or as required by law, rule and/or regulation.