

AGREEMENT

BETWEEN

**HQ, I CORPS & FORT LEWIS,
FORT LEWIS, WASHINGTON**

&

**LOCAL F-283
INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS**

APPROVED:

20 APR 98

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ARTICLE 1. RECOGNITION AND UNIT DETERMINATION

SECTION 1. MANAGEMENT HEREBY RECOGNIZES THE UNION AS HAVING THE RESPONSIBILITY OF REPRESENTING THE INTEREST AND CONCERNS OF ALL THE EMPLOYEES OF THE BARGAINING UNIT, WITHOUT DISCRIMINATION AND WITHOUT REGARD TO UNION MEMBERSHIP IN ACCORDANCE WITH 5 USC 7114(A)(1).

SECTION 2. THE FOLLOWING EMPLOYEES ARE INCLUDED IN THE BARGAINING UNIT: ALL GENERAL SCHEDULE (GS) EMPLOYEES OF THE FIRE AND EMERGENCY SERVICES DIVISION, PUBLIC WORKS, FORT LEWIS, WASHINGTON. THE FOLLOWING EMPLOYEES ARE EXCLUDED: ALL PROFESSIONAL EMPLOYEES, MANAGEMENT

OFFICIALS, SUPERVISORS, AND EMPLOYEES DESCRIBED IN 5 USC 7112(8)(1),(2),(3), (4),(5),(6), AND (7).

ARTICLE 2. PROVISIONS OF LAW AND REGULATION.

THE ADMINISTRATION OF ALL MATTERS COVERED BY THIS AGREEMENT SHALL BE CONDUCTED IN ACCORDANCE WITH EXISTING AND/OR FUTURE APPLICABLE LAW.

ARTICLE 3. MATIERS APPROPRIATE FOR DISCUSSION AND NEGOTIATION

IT IS AGREED AND UNDERSTOOD THAT MATTERS APPROPRIATE FOR DISCUSSION AND NEGOTIATION BETWEEN THE PARTIES ARE POLICIES, PROGRAMS, AND PROCEDURES RELATED TO WORKING CONDITIONS WHICH ARE WITHIN THE DISCRETION OF MANAGEMENT INCLUDING, BUT NOT LIMITED TO, SUCH MATTERS AS SAFETY, TRAINING, LABOR-MANAGEMENT COOPERATION, EMPLOYEE SERVICES, METHODS OF ADJUSTING GRIEVANCES, APPEALS, LEAVE, PROMOTION PLANS, DETAILS, PAY PRACTICES, REDUCTION-IN-FORCE PRACTICES, AND HOURS OF WORK.

ARTICLE 4. RIGHTS OF MANAGEMENT

SECTION 1. MANAGEMENT WILL MAINTAIN A POSTURE OF NEUTRALITY WITH REGARD TO QUESTIONS OF MEMBERSHIP OR NONMEMBERSHIP OF UNIT EMPLOYEES IN THE UNION.

SECTION 2. NOTHING IN THIS AGREEMENT SHALL AFFECT THE AUTHORITY OF ANY MANAGEMENT OFFICIAL TO: DETERMINE THE MISSION, BUDGET, ORGANIZATION, NUMBER OF EMPLOYEES, AND INTERNAL SECURITY PRACTICES, AND TO HIRE, ASSIGN, DIRECT, LAYOFF, AND TO RETAIN EMPLOYEES WITHIN THE UNIT COVERED BY THIS AGREEMENT, OR TO SUSPEND, REMOVE, REDUCE IN GRADE OR PAY, OR TO TAKE OTHER DISCIPLINARY ACTION AGAINST SUCH EMPLOYEES; TO ASSIGN WORK, TO MAKE DETERMINATIONS WITH RESPECT TO CONTRACTING OUT, AND TO DETERMINE THE PERSONNEL BY WHICH OPERATIONS WILL BE CONDUCTED; MAKE SELECTIONS FOR APPOINTMENTS FROM PROPERLY RANKED AND CERTIFIED CANDIDATES FOR PROMOTION OR ANY OTHER APPROPRIATE SOURCES; AND TO TAKE WHATEVER ACTIONS WHICH MAY BE NECESSARY TO CARRY OUT THE MISSION DURING EMERGENCIES.

SECTION 3. WHEN A PROPOSED ACTION WILL HAVE AN ADVERSE IMPACT ON BARGAINING UNIT EMPLOYEES, MANAGEMENT WILL NOTIFY THE UNION OF THE PROPOSAL PRIOR TO IMPLEMENTATION. IF THE UNION DOES NOT REQUEST NEGOTIATION OVER SUCH IMPACT WITHIN 15 CALENDAR DAYS OF RECEIPT OF SUCH NOTICE, THEN THE RIGHT TO SO NEGOTIATE SHALL BE DEEMED WAIVED. THE RIGHT OF THE UNION TO NEGOTIATE OVER ANY OTHER ALLEGED ADVERSE

WORKFORCE IMPACT, WHERE MANAGEMENT HAS NOT NOTIFIED THE UNION OF A PROPOSED ACTION, SHALL BE DEEMED WAIVED IF SUCH NEGOTIATIONS ARE NOT REQUESTED WITHIN 15 CALENDAR DAYS OF WHEN THE UNION FIRST BECAME AWARE OF THE ALLEGED IMPACT. WHEN SUCH REQUEST IS INDICATED BY THE UNION, THE PARTIES WILL MEET WITHIN 15 CALENDAR DAYS FOR THE PURPOSE OF NEGOTIATING THE IMPACT.

ARTICLE 5. RIGHTS OF EMPLOYEES

SECTION 1. MANAGEMENT AND THE UNION AGREE THAT EMPLOYEES SHALL HAVE AND BE PROTECTED IN THE EXERCISE OF THE RIGHT, FREELY AND WITHOUT FEAR OR PENALTY OR REPRISAL, TO FORM, JOIN, AND ASSIST THE UNION. NOTHING IN THE AGREEMENT SHALL REQUIRE AN EMPLOYEE TO BECOME OR REMAIN A MEMBER OF A LABOR ORGANIZATION, OR TO PAY MONEY TO THE ORGANIZATION EXCEPT PURSUANT TO A VOLUNTARY, WRITTEN AUTHORIZATION BY A MEMBER FOR THE PAYMENT OF DUES THROUGH PAYROLL DEDUCTIONS. THE FREEDOM OF SUCH EMPLOYEE TO ASSIST THE UNION SHALL BE RECOGNIZED AS EXTENDING TO PARTICIPATION IN THE MANAGEMENT OF AND ACTING FOR THE UNION IN THE CAPACITY OF AN ORGANIZATION REPRESENTATIVE, INCLUDING PRESENTATION OF ITS VIEWS TO OFFICIALS OF THE EXECUTIVE BRANCH, THE CONGRESS, OR OTHER APPROPRIATE AUTHORITY. MANAGEMENT AGREES TO TAKE SUCH ACTIONS AS MAY BE NECESSARY, CONSISTENT WITH LAW, REGULATIONS OR DIRECTIVES FROM HIGHER AUTHORITY, IN ORDER TO ASSURE THAT EMPLOYEES ARE APPRAISED OF THEIR RIGHTS AS DESCRIBED IN THIS ARTICLE. FURTHER, MANAGEMENT AGREES TO TAKE ANY SUCH FURTHER ACTION (AS DEEMED NECESSARY BY MANAGEMENT) WITH RESPECT TO THE UNLAWFUL INTERFERENCE WITH, RESTRAINT OR COERCION OF ANY EMPLOYEE IN THE EXERCISE OF THESE RIGHTS.

SECTION 2. THE UNION AGREES TO ACCEPT ALL ELIGIBLE EMPLOYEES AS MEMBERS WITHOUT REGARD TO RACE, COLOR, CREED, RELIGION, SEX, AGE, NATIONAL ORIGIN, OR DISABILITY.

SECTION 3. EACH EMPLOYEE HAS THE RIGHT, REGARDLESS OF UNION MEMBERSHIP, TO BRING MATTERS OF PERSONAL CONCERN TO THE ATTENTION OF APPROPRIATE OFFICIALS IN ACCORDANCE WITH APPLICABLE LAWS, RULES, AND REGULATIONS.

SECTION 4. BARGAINING UNIT EMPLOYEES HAVE THE RIGHT TO CONSULT WITH A UNION REPRESENTATIVE AND TO BE REPRESENTED IN A GRIEVANCE, DISCIPLINARY OR ADVERSE ACTION, OR COMPLAINT.

ARTICLE 6. UNION REPRESENTATION

SECTION 1. THE UNION, AS THE REPRESENTATIVE OF ALL UNIT EMPLOYEES, SHALL HAVE THE RIGHT AND RESPONSIBILITY TO PRESENT ITS VIEWS TO MANAGEMENT ORALLY OR IN WRITING IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF

THIS AGREEMENT.

SECTION 2. THE UNION SHALL BE GIVEN THE OPPORTUNITY TO BE REPRESENTED AT ANY EXAMINATION OF ANY EMPLOYEE, IN THE UNIT, BY A REPRESENTATIVE OF THE AGENCY IN CONNECTION WITH AN INVESTIGATION IF THE EMPLOYEE REASONABLY BELIEVES THAT THE EXAMINATION MAY RESULT IN DISCIPLINARY ACTION AGAINST HIM/HER; AND THE EMPLOYEE REQUESTS REPRESENTATION. THE RIGHT TO REPRESENTATION DOES NOT EXTEND TO INFORMAL ROUTINE WORKSITE DISCUSSIONS, COUNSELING SESSIONS, OR PERFORMANCE EVALUATIONS BETWEEN THE EMPLOYEE AND THE SUPERVISOR. IF A UNION REPRESENTATIVE IS REQUESTED AND PRESENT AT THE INVESTIGATORY MEETING, THE REPRESENTATIVE IS NOT ENTITLED:

A. TO ANSWER ON BEHALF OF THE EMPLOYEE;

8. TO BARGAIN WITH MANAGEMENT REGARDING THE RESULTS OF THE INVESTIGATION; OR TO INTERFERE WITH THE INVESTIGATION.

HOWEVER, THIS DOES NOT PRECLUDE THE EMPLOYEE FROM CONSULTING WITH THE UNION REPRESENTATIVE PRESENT DURING THE INVESTIGATORY MEETING.

SECTION 3. REASONABLE TIME DURING WORK HOURS WILL BE GRANTED TO UNION REPRESENTATIVES AND AGGRIEVED EMPLOYEES FOR ATTENDANCE AT MEETINGS WITH MANAGEMENT OFFICIALS. SUCH MEETINGS WILL BE HELD AT MUTUALLY CONVENIENT TIMES. REASONABLE TIME WILL ALSO BE ALLOWED FOR REPRESENTATIVES TO MEET WITH EMPLOYEES TO DISCUSS GRIEVANCES AND OTHER APPROPRIATE MATTERS COVERED BY THIS AGREEMENT.

SECTION 4. THE UNION WILL SUPPLY THE CIVILIAN PERSONNEL OFFICE SEMIANNUALLY WITH A ROSTER OF THE NAMES OF UNION OFFICERS AND DESIGNATED STEWARDS. THE UNION WILL NOTIFY THE CIVILIAN PERSONNEL OFFICER IN WRITING OF ANY CHANGES IN THE DESIGNATION OF OFFICERS AND STEWARDS. THE ROSTER WILL INDICATE THE REPRESENTATIVE POSITION IN THE UNION AND TELEPHONE EXTENSION OF THE LISTED INDIVIDUALS. NO EMPLOYEE WILL BE RECOGNIZED AS A STEWARD OR UNION OFFICER UNLESS HIS OR HER NAME AND ASSIGNMENT APPEAR ON A LISTING WHICH HAS BEEN FURNISHED TO THE CIVILIAN PERSONNEL OFFICER. THE PARTIES FURTHER AGREE THEY WILL NOT RESTRAIN, INTERFERE, OR COERCE AN EMPLOYEE OR UNION OFFICER OR STEWARD BECAUSE OF THE EXERCISE OF THEIR RIGHTS UNDER TITLE VII OF THE STATUTE OR FOR THE PERFORMANCE OF REPRESENTATIONAL DUTIES PROPERLY ASSIGNED UNDER THIS AGREEMENT.

SECTION 5. SUBJECT TO SECURITY AND SAFETY REGULATIONS, NONEMPLOYEE UNION REPRESENTATIVES MAY VISIT A FIRE STATION TO CONSULT WITH A STEWARD OR ELECTED REPRESENTATIVE. THE UNION WILL REQUEST PERMISSION FROM MANAGEMENT IN ADVANCE OF THE VISIT. UNION OFFICIALS AND OTHER EMPLOYEES WILL NOT CONDUCT INTERNAL UNION BUSINESS OR RECRUITING ACTIVITY DURING DUTY HOURS.

SECTION 6. MANAGEMENT AGREES TO MAKE AN AREA WITHIN THE FIRE STATION

AVAILABLE TO THE UNION FOR THE PURPOSE OF HOLDING REGULARLY SCHEDULED MEETINGS. THE UNION AGREES TO INFORM THE CHIEF AT LEAST ONE (1) WEEK IN ADVANCE OF SAID MEETING. ANY SUCH MEETINGS WILL BE HELD DURING OFF-DUTY HOURS.

SECTION 7. MANAGEMENT AGREES, AS PART OF THEIR ORIENTATION, TO INFORM ALL NEW EMPLOYEES, COVERED UNDER THIS COLLECTIVE BARGAINING AGREEMENT, OF THE UNION'S EXCLUSIVE RECOGNITION. MANAGEMENT AGREES TO MAKE ALL NEWLY HIRED BARGAINING UNIT EMPLOYEES AVAILABLE FOR CONTACT WITH THE UNION DURING THE EMPLOYEE'S ORIENTATION PERIOD. THIS ORIENTATION WILL BE IN PERSON, WILL BE BRIEF (15-20 MINUTES) AND WILL BE HELD IN THE EMPLOYEE'S DUTY STATION. NORMALLY, THE UNION REPRESENTATIVE AT THE EMPLOYEE'S DUTY STATION WILL CONDUCT THE ORIENTATION. MANAGEMENT WILL NOTIFY THE UNION OF DUTY ASSIGNMENT AND SHIFT OF ALL NEWLY HIRED BARGAINING UNIT EMPLOYEES.

SECTION 8. MANAGEMENT AGREES TO NOTIFY THE UNION OF ANY SURVEY OR QUESTIONNAIRE (OTHER THAN THOSE DEVELOPED BY I CORPS AND FORT LEWIS ACTIVITIES) TO BE DISTRIBUTED TO UNIT EMPLOYEES. IF THE SURVEY IS LOCALLY DEVELOPED (BY I CORPS AND FORT LEWIS ACTIVITIES) MANAGEMENT WILL PROVIDE THE UNION AN OPPORTUNITY TO REVIEW THE QUESTIONNAIRE AND SUBMIT COMMENTS PRIOR TO DISTRIBUTION. ANY RESULTS OF THE SURVEY OR QUESTIONNAIRE, IF AVAILABLE IN STATISTICAL FORM, WILL BE PROVIDED TO THE UNION UPON THEIR REQUEST.

ARTICLE 7. ANNUAL LEAVE

SECTION 1. EMPLOYEES (EXCLUDING INTERMITTENTS) HAVE THE RIGHT TO ACCRUE AND USE ANNUAL LEAVE IN ACCORDANCE WITH APPROPRIATE LAWS AND REGULATIONS. SUPERVISORS HAVE THE RIGHT TO APPROVE OR DISAPPROVE ANNUAL LEAVE. EMPLOYEES WILL REQUEST ANNUAL LEAVE BY MEANS OF THE FORM SF-71 SUFFICIENTLY IN ADVANCE TO ALLOW PRIOR SUPERVISORY APPROVAL OR DISAPPROVAL, WHICH SHALL BE BASED UPON THE NEEDS OF THE ACTIVITY AND CONSIDERATION OF THE EMPLOYEE'S REQUEST. WHEN EMPLOYEES CAN BE SPARED FROM THEIR DUTIES ANNUAL LEAVE MAY BE GRANTED.

SECTION 2. IN AN EMERGENCY SITUATION WHICH PRECLUDES ADVANCE REQUEST AND APPROVAL, THE EMPLOYEE WILL CONTACT THE FIRST LINE SUPERVISOR AND REQUEST LEAVE PRIOR TO THE BEGINNING OF THE EMPLOYEE'S SHIFT ON THE FIRST DAY OF ABSENCE OR AS SOON THEREAFTER AS POSSIBLE. IF THE FIRST LINE SUPERVISOR IS NOT AVAILABLE, THE SECOND LINE SUPERVISOR WILL BE SO NOTIFIED. IN EMERGENCY SITUATIONS EMPLOYEES WILL DESCRIBE THE EMERGENCY AND GIVE AN ESTIMATION AS TO HOW LONG THEY WILL BE ABSENT. EMPLOYEES SHOULD STATE THE TYPE OF LEAVE REQUESTED (ANNUAL LEAVE (AL), FAMILY FRIENDLY SICK LEAVE (FFLA), SICK LEAVE (SL), LEAVE WITHOUT PAY (LWOP) UNDER FAMILY AND MEDICAL LEAVE ACT (FMLA)). EMPLOYEES ARE RESPONSIBLE FOR PROVIDING MANAGEMENT WITH THE APPROPRIATE DOCUMENTATION TO SUPPORT THESE REQUESTS.

SECTION 3. WHILE THE PARTIES AGREE IT IS DESIRABLE TO AVOID FORFEITURE OF LEAVE, THE EMPLOYEE IS RESPONSIBLE TO REQUEST USE OR LOSE LEAVE IN A TIMELY FASHION IN ORDER TO PRECLUDE END-OF-YEAR FORFEITURE.

SECTION 4. MINIMUM CHARGE TO LEAVE IS 15 MINUTES, AS STATED IN FL REG 690-23 (ABSENCE AND LEAVE).

SECTION 5. CONSISTENT WITH ITS NEEDS, MANAGEMENT AGREES TO MAKE EVERY REASONABLE EFFORT (SEE DEFINITION OF "EVERY REASONABLE EFFORT" BELOW) TO SCHEDULE LEAVE FOR INDIVIDUAL BARGAINING UNIT EMPLOYEES THROUGH THREE LEAVE SELECTING CHOICES (EITHER SUMMER OR WINTER CHOICES). EACH ROUND OF CHOICES WILL NOT EXCEED SEVEN (7) CONSECUTIVE 24 HOUR WORKSHIFTS (80 HOURS FOR 8 HOUR PERSONNEL) PER PICK. REQUESTS FOR SUCH LEAVE WILL BE MADE IN THE FOLLOWING WAY: THE ASSISTANT FIRE CHIEF, A UNIT REPRESENTATIVE OR A FIREFIGHTER SELECTED BY THE ASSISTANT FIRE CHIEF ON EACH SHIFT WILL BE RESPONSIBLE FOR RECORDING EMPLOYEE ANNUAL LEAVE REQUESTS FOR THE FOLLOWING LEAVE YEAR. THE FIREFIGHTER WITH THE HIGHEST SENIORITY (AS DETERMINED BY THE ANNUAL LEAVE SERVICE COMPUTATION DATE SHOWN ON THE STANDARD FORM 50) WILL MAKE THE FIRST SELECTION FOLLOWED BY #2 ON THE LIST, ETC., TO THE END OF THE LIST. THE SAME PROCEDURE WILL BE USED FOR THE SECOND ROUND OF SELECTIONS AS WELL AS THE THIRD ROUND. THE RECORDER WILL BEGIN THE SCHEDULING FOR THE FIRST ROUND SELECTION ON 1 NOVEMBER. THE SECOND ROUND WILL BEGIN ON 1 DECEMBER AND THE THIRD ROUND SELECTION WILL BEGIN ON 15 DECEMBER. ALL THREE ROUNDS OF SELECTIONS WILL BE COMPLETED BY 31 DECEMBER. IF AN EMPLOYEE IS NOT READY FOR SELECTION 48 HOURS AFTER BEING TOLD OF HIS/HER TURN, THE SELECTION WILL GO ON TO THE NEXT PERSON ON THE LIST. THE PERSON SKIPPED WILL DROP DOWN TO THE NEXT PLACE IN LINE, ETC. AFTER 1 JANUARY OF THE CALENDAR YEAR ANY AVAILABLE DAYS (DAYS WITH LESS THAN THREE CIVILIANS SCHEDULED FOR LEAVE) WILL BE OPEN FOR FURTHER SELECTIONS AS SINGLE DAY PICKS ON A FIRST COME, FIRST SERVED BASIS. MANAGEMENT WILL NOTIFY EMPLOYEES OF THE DISPOSITION OF THEIR LEAVE REQUESTS NO LATER THAN 15 FEBRUARY OF THE LEAVE YEAR.

NOTE: THE PHRASE "EVERY REASONABLE EFFORT" AS USED IN THIS ARTICLE MEANS THAT MANAGEMENT WILL EXPLORE ALTERNATIVES AND MAKE REASONABLE EFFORTS TO GRANT VACATION TIME AS REQUESTED. HOWEVER, EXTREME EFFORTS ARE NOT REQUIRED BY MANAGEMENT, NOR IS "HINDSIGHT" OR SECOND GUESSING OF MANAGEMENT'S EFFORTS.

SECTION 6. WHEN AN EMPLOYEE'S K DAY MUST BE CHANGED DUE TO STATION ROTATION REQUIREMENTS, MANAGEMENT AGREES TO MAKE EVERY REASONABLE EFFORT TO NOTIFY AN EMPLOYEE OF THE PROPOSED CHANGE PRIOR TO 1 NOVEMBER.

SECTION 7. WHERE A CONFLICT EXISTS BETWEEN EMPLOYEES REQUESTING THE SAME OR OVERLAPPING VACATION PERIODS AND A MUTUAL SETTLEMENT CANNOT BE REACHED, THE EMPLOYEE WITH THE GREATEST LEAVE COMPUTATION DATE WILL BE GRANTED THE REQUESTED LEAVE. HOWEVER, SELECTIONS MADE UNDER THIS SECTION WILL BE FOR ONE VACATION PERIOD ONLY, EVEN IF THAT VACATION

PERIOD IS FOR ONE DAY. EMPLOYEES MAY NOT PICK A GROUP OF INDIVIDUAL DAYS THROUGHOUT THE YEAR AS FIRST CHOICE UNDER THIS SECTION.

SECTION 8. WHEN A REQUEST FOR ANNUAL LEAVE HAS BEEN DENIED, THE EMPLOYEE WILL BE NOTIFIED UPON REQUEST OF THE REASON(S) FOR DENIAL.

SECTION 9. THERE MAY BE THREE (3) CIVILIAN EMPLOYEES ON ANNUAL LEAVE PER SHIFT FOR ANY DAY OF THE YEAR.

ARTICLE 8. SICK LEAVE

SECTION 1. THE PARTIES AGREE THAT SICK LEAVE SHOULD BE USED FOR LEGITIMATE PURPOSES AND IS NOT TO BE ABUSED. EACH EMPLOYEE IS EXPECTED TO USE THE MINIMUM AMOUNT OF SICK LEAVE NECESSARY FOR OBTAINING TREATMENT OR EXAMINATIONS.

SECTION 2. EMPLOYEES IN NEED OF UNSCHEDULED SICK LEAVE WILL REQUEST THE LEAVE FROM THE ASSISTANT FIRE CHIEF OR FIRE CHIEF PRIOR TO 0730 ON THE FIRST DAY OF THE ABSENCE. IF THE ASSISTANT FIRE CHIEF OR FIRE CHIEF ARE NOT AVAILABLE, THE EMPLOYEE WILL SPEAK TO THE DESIGNATED "PERSON IN CHARGE." THE EMPLOYEE WILL EXPLAIN THE NECESSITY FOR THE LEAVE, STATE WHETHER REGULAR SICK LEAVE OR FAMILY FRIENDLY SICK LEAVE (FFLA), INDICATE WHEN THEY EXPECT TO RETURN TO DUTY, AND ADVISE HOW HE/SHE CAN BE CONTACTED. CALLS FROM OTHER THAN THE EMPLOYEE WILL NOT MEET THE REQUIREMENTS OF THIS NOTIFICATION UNLESS THE EMPLOYEE IS NOT CAPABLE OF DOING SO. DOCUMENTATION MAY BE REQUIRED BY MANAGEMENT TO SUBSTANTIATE AN EMPLOYEE'S INABILITY TO PERSONALLY CONTACT THE SUPERVISOR.

SECTION 3. A MEDICAL CERTIFICATE MAY BE REQUIRED FOR EACH INSTANCE OF SICK LEAVE IF, IN THE JUDGMENT OF MANAGEMENT, THE EMPLOYEE IS ABUSING THEIR SICK LEAVE. IF MANAGEMENT SUSPECTS AN EMPLOYEE IS ABUSING SICK LEAVE, MANAGEMENT WILL ISSUE A "LETTER OF REQUIREMENT" TO THE EMPLOYEE. THE LETTER OF REQUIREMENT WILL STATE MANAGEMENT'S REASONS FOR SUSPECTED ABUSE AND REQUIRE A DOCTOR'S CERTIFICATE FOR EACH INSTANCE OF SICK LEAVE OR FAMILY FRIENDLY SICK LEAVE USAGE. THE LETTER WILL BE ISSUED FOR A ONE (1) YEAR PERIOD. THIS REQUIREMENT WILL BE FOR BOTH SICK LEAVE AND FAMILY FRIENDLY SICK LEAVE USAGE. THE AFFECTED EMPLOYEE WILL HAVE HIS SICK LEAVE USAGE REVIEWED ANNUALLY TO DETERMINE IF THE REQUIREMENT SHOULD BE CONTINUED OR NOT. MANAGEMENT MAY REVOKE THE "LETTER OF REQUIREMENT" IN LESS THAN ONE YEAR IF, IN MANAGEMENT'S OPINION, THE LETTER OF REQUIREMENT IS NO LONGER NEEDED BECAUSE THE EMPLOYEE IS USING SICK LEAVE IN AN APPROPRIATE MANNER.

SECTION 4. WHEN AN ABSENCE UNDER THIS ARTICLE WILL EXTEND BEYOND THE ORIGINAL TIME ESTIMATED UNDER SECTION 2 OF THIS ARTICLE, THE EMPLOYEE WILL REPORT THIS TO MANAGEMENT BEFORE THE END OF THE ORIGINAL ESTIMATED PERIOD OF TIME. THE EMPLOYEE WILL INDICATE THE REASONS FOR

THIS CONTINUED ABSENCE AND THE ANTICIPATED DATE OF RETURN TO DUTY.

SECTION 5. AN EMPLOYEE MAY REQUEST TO USE ANNUAL LEAVE OR LEAVE WITHOUT PAY IN LIEU OF SICK LEAVE. USE OF SUCH LEAVE IS CONTINGENT UPON MANAGEMENT APPROVAL.

SECTION 6. MANAGEMENT AGREES THAT WHEN A UNIT EMPLOYEE BECOMES SERIOUSLY ILL OR IS SERIOUSLY INJURED WHILE ON DUTY, THE EMPLOYEE'S DESIGNATED EMERGENCY CONTACT WILL BE NOTIFIED AS SOON AS PRACTICABLE IN ACCORDANCE WITH APPLICABLE INSTRUCTIONS. MANAGEMENT AGREES TO PROVIDE TRANSPORTATION TO THE PROPER MEDICAL FACILITIES WHEN A UNIT EMPLOYEE BECOMES SERIOUSLY ILL OR INJURED.

ARTICLE 9. LEAVE WITHOUT PAY

SECTION 1. EMPLOYEES MAY REQUEST LEAVE WITHOUT PAY IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS.

SECTION 2. REQUESTS FOR LEAVE WITHOUT PAY SHALL BE IN WRITING, SHALL JUSTIFY AND EXPLAIN THE NEED, AND SHOULD BE SUBMITTED AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO THE TIME FOR WHICH THE LEAVE HAS BEEN REQUESTED.

SECTION 3. AN EMPLOYEE ON APPROVED LEAVE WITHOUT PAY SHALL ACCRUE ALL APPLICABLE RIGHTS AND PRIVILEGES AS PROVIDED BY REGULATIONS.

ARTICLE 10. LEAVE FOR UNION-SPONSORED TRAINING

SECTION 1. SUBJECT TO WORKLOAD REQUIREMENTS, MANAGEMENT AGREES TO GRANT AN AGGREGATE OF UP TO 80 HOURS OF EXCUSED ABSENCE TO UNION OFFICIALS AND STEWARDS FOR UNION-SPONSORED TRAINING SEMINARS WITHIN A CALENDAR YEAR. THE UNION WILL PRESENT A DETAILED AGENDA FOUR (4) WEEKS IN ADVANCE OF THE TRAINING SESSIONS WHEN REQUESTING EXCUSED ABSENCE UNDER THIS ARTICLE. MANAGEMENT AND UNION AGREE THAT THIS EXCUSED ABSENCE MUST BE BASED ON A DETERMINATION BY MANAGEMENT IN EACH CASE THAT THE SUBJECT MATTER IS WITHIN THE SCOPE OF LABOR-MANAGEMENT RELATIONS, AND OF A MUTUAL CONCERN. THERE MUST BE A FINDING THAT THE GOVERNMENT WILL DERIVE BENEFIT OR THAT THE GOVERNMENT'S INTEREST WILL BE SERVED BY THE EMPLOYEE'S ATTENDANCE. ADDITIONALLY, MANAGEMENT RETAINS THE RIGHT TO DETERMINE IN EACH INSTANCE WHETHER THE EMPLOYEE'S PRESENCE CAN BE SPARED FROM WORK DURING THE TIME REQUESTED. WHERE THE TRAINING INVOLVES ATTENDANCE OUTSIDE THE LOCAL COMMUTING AREA ON AN OVERNIGHT BASIS SUCH ATTENDANCE WILL BE CHARGED AS IF THE ABSENCE WAS FOR EIGHT HOURS FOR EACH 24-HOUR SHIFT MISSED IN COUNTING TOWARD THE 80-HOUR EXCUSED ABSENCE LIMIT. WHERE A UNION OFFICIAL WHO IS ASSIGNED TO A 24-HOUR SHIFT ATTENDS A UNION SPONSORED TRAINING SESSION

ON AN EXCUSED ABSENCE BASIS OUT OF THE LOCAL COMMUTING AREA, THE EMPLOYEE WILL BE PAID FOR THE 24-HOUR SHIFT AS IF WORKED.

SECTION 2. MANAGEMENT AGREES TO CONSIDER REQUESTS FOR ANNUAL LEAVE OR LEAVE WITHOUT PAY FOR PURPOSES OF ATTENDANCE AT SUCH TRAINING OR FOR ATTENDANCE AT OTHER UNION FUNCTIONS WHEN SUCH LEAVE IS REQUESTED IN ACCORDANCE WITH ARTICLE 7.

ARTICLE 11. OTHER LEAVE

SECTION 1. COURT LEAVE, WHETHER FOR JURY DUTY OR SERVICE AS A WITNESS, WILL BE ADMINISTERED IN ACCORDANCE WITH APPLICABLE REGULATIONS. THE EMPLOYEE MUST INFORM HIS/HER SUPERVISOR OF THE NEED FOR COURT LEAVE AS SOON AS IT IS KNOWN. THE EMPLOYEE WILL PRESENT MANAGEMENT WITH DOCUMENTATION IN ACCORDANCE WITH CURRENT REGULATION (FL REG 690-23, CHAPTER 6).

SECTION 2. AN EMPLOYEE RELEASED FROM JURY DUTY OR SERVICE AS A WITNESS WILL NORMALLY REPORT FOR DUTY TO COMPLETE THEIR REGULARLY SCHEDULED SHIFT. EMPLOYEES RELEASED FROM COURT AFTER 1300 AND REQUIRED TO RETURN TO COURT THE FOLLOWING DAY MAY REQUEST THEY BE EXCUSED IN A JURY DUTY STATUS THE REMAINDER OF THE SHIFT. MANAGEMENT WILL DETERMINE IF AN EMPLOYEE IN THIS SITUATION MAY BE EXCUSED BASED UPON WORKLOAD CONSIDERATIONS.

ARTICLE 12. ADVERSE WEATHER CONDITIONS

SECTION 1. WHEN ADVERSE WEATHER CONDITIONS SUCH AS SEVERE SNOW, ICE, RAIN, WINDSTORM, OR OTHER NATURAL CALAMITY INTERFERES WITH NORMAL TRANSPORTATION TO WORK, ALL EMPLOYEES ARE REQUIRED TO REPORT FOR WORK UNLESS OTHERWISE DESIGNATED. IF BECAUSE OF THESE CONDITIONS AN EMPLOYEE CANNOT REPORT FOR WORK, THE EMPLOYEE MUST IMMEDIATELY CONTACT THEIR SUPERVISOR TO REQUEST LEAVE.

SECTION 2. ALL PERSONS OF THE BARGAINING UNIT ENGAGED IN FIRE AND EMERGENCY SERVICES HAVE BEEN DESIGNATED 'ESSENTIAL PERSONNEL'. WHEN ADMINISTRATIVE LEAVE IS GRANTED TO NONESSENTIAL PERSONNEL BECAUSE OF HAZARDOUS WEATHER CONDITIONS OR OTHER EMERGENCY SITUATIONS, EMPLOYEES OF THE UNIT DESIGNATED 'ESSENTIAL PERSONNEL' MUST REPORT TO WORK UNLESS THEY HAVE BEEN INDIVIDUALLY NOTIFIED BY THEIR SUPERVISOR THAT THEY ARE EXCUSED FOR THE DAY.

ARTICLE 13. TARDINESS

MANAGEMENT WILL DEAL WITH UNIT EMPLOYEE TARDINESS IN ACCORDANCE WITH FORT LEWIS REGULATIONS 690-14 AND 690-23.

ARTICLE 14. HOURS OF WORK

SECTION 1. TOURS OF DUTY WILL BE SCHEDULED IN ADVANCE OF THE ADMINISTRATIVE WORKWEEK FOR A PERIOD OF NOT LESS THAN TWO (2) WEEKS. IN ADDITION TO THE ABOVE, THE TOUR OF DUTY WILL BE FORECAST AND POSTED FOR A 3 MONTH PERIOD. CHANGES TO AN EMPLOYEES TOUR OF DUTY WILL NORMALLY BE MADE BY GIVING THE AFFECTED EMPLOYEE TWO (2) WEEKS ADVANCE NOTICE EXCEPT WHERE THE CHANGE IS DRIVEN BY WORKLOAD CONSIDERATIONS OR WHERE MANAGEMENT DETERMINES THAT THE ORGANIZATION WOULD BE ADVERSELY IMPACTED IN CARRYING OUT ITS FUNCTIONS OR THAT COSTS WOULD BE SUBSTANTIALLY INCREASED. IN THESE CASES THE MINIMUM NOTICE IS PRIOR TO THE BEGINNING OF THE ADMINISTRATIVE WORKWEEK. MANAGEMENT CONTINUES TO RETAIN THE RIGHT TO CHANGE AN EMPLOYEES SHIFT.

SECTION 2. FOR EMPLOYEES ENGAGED IN FIRE SUPPRESSION ACTIVITIES, THE TOUR OF DUTY NORMALLY IS SIX (6) ALTERNATE 24 HOUR SHIFTS PER BIVVEEKLY PAY PERIOD. THE DAILY SHIFT BEGINS AT 0800 HOURS. THE ONE HOUR LUNCH PERIOD WILL NORMALLY BE TAKEN BETWEEN 1100AND 1230 HOURS. INDIVIDUAL CREWS WILL HAVE THE DISCRETION TO DEVIATE FROM THE NORMAL LUNCH HOUR DUE TO UNSCHEDULED WORK ASSIGNMENTS OR EMERGENCIES. THE 24-HOUR SHIFT WILL BE DIVIDED INTO AN ACTUAL WORK PERIOD OF EIGHT (8) HOURS AND A STANDBY PERIOD OF 16 HOURS. ACTUAL WORK IS TIME DEVOTED TO THE COMPLETION OF ASSIGNMENTS, SUCH AS INSPECTIONS, CLEANING, MAINTENANCE, ADMINISTRATION, ALARM ROOM DUTY, AND TRAINING, INCLUDING PHYSICAL FITNESS TRAINING. STANDBY TIME IS TIME DURING WHICH AN EMPLOYEE IS FREE TO EAT, READ, LISTEN TO THE RADIO, WATCH TELEVISION, SLEEP OR ENGAGE IN SIMILAR PURSUITS.

SECTION 3. FOR EMPLOYEES ENGAGED IN FIRE INSPECTION ACTIVITIES, THE BASIC 40 HOUR WORKWEEK IS SCHEDULED ON FIVE (5) DAYS, MONDAY THROUGH FRIDAY WHEN POSSIBLE, AND THE TWO (2) DAYS OUTSIDE THE BASIC WORKWEEK ARE CONSECUTIVE. NORMALLY, THE DAILY SHIFT BEGINS AT 0730 HOURS AND ENDS AT 1600 HOURS. THE LUNCH PERIOD WILL NORMALLY BE BETWEEN 1130AND 1200 HOURS. THE PARTIES ARE FREE TO NEGOTIATE AN ALTERNATE WORK SCHEDULE OR FLEXTIME AGREEMENT. ANY SUCH AGREEMENT WILL SPECIFY WHAT SECTION (S) AND/OR ARTICLE OF THIS COLLECTIVE BARGAINING AGREEMENT IS WAIVED FOR THE ESTABLISHMENT OF SUCH A SCHEDULE.

SECTION 4. TWO EMPLOYEES DESIRING TO EXCHANGE A REGULAR DAY OFF (RDO) WILL REQUEST TO DO SO IN WRITING FOR APPROVAL, PRIOR TO THE BEGINNING OF THE WORK WEEK, PROVIDED:

- A. THE EMPLOYEES DESIRING THE EXCHANGE WORK THE SAME DUTY SHIFT.
- B. THE EXCHANGE DAYS FALL IN THE SAME PAY PERIOD FOR BOTH EMPLOYEES.

C. THE EXCHANGE WILL BE ONE COMPLETE 24 HOUR TOUR OF DUTY FOR ANOTHER 24 HOUR PERIOD.

D. BOTH EMPLOYEES SHARE RELATED JOB DESCRIPTIONS.

MANAGEMENT WILL MAKE THE DETERMINATION OF APPROVAL FOR REGULAR DAY OFF. EXCHANGE AND WILL NORMALLY CONSIDER A REQUEST ON A FIRST COME FIRST SERVED BASIS.

ARTICLE 15. OVERTIME

SECTION 1. THE UNION RECOGNIZES THE RIGHT OF MANAGEMENT TO REQUIRE OVERTIME WORK IN ORDER TO MEET MISSION REQUIREMENTS OR ANY OTHER REASON DEEMED NECESSARY BY MANAGEMENT.

SECTION 2. WORK PERFORMED ON OVERTIME WILL BE PROPERLY RECORDED AND COMPENSATED IN ACCORDANCE WITH APPLICABLE LAW AND REGULATION.

SECTION 3. MANAGEMENT WILL ATTEMPT TO PROVIDE EMPLOYEES WITH AS MUCH ADVANCE NOTICE AS POSSIBLE WHEN OVERTIME IS REQUIRED. HOWEVER, THE UNION RECOGNIZES THAT UNFORESEEN REQUIREMENTS MAY PRESENT SITUATIONS WHERE ADVANCE NOTICE IS NOT POSSIBLE. MANAGEMENT RESERVES THE RIGHT TO DETERMINE WHEN AND BY WHOM OVERTIME WILL BE PERFORMED. SUCH ASSIGNMENTS WILL BE REASONABLY DISTRIBUTED AMONG EMPLOYEES WHO ARE QUALIFIED AS DETERMINED BY MANAGEMENT.

SECTION 4. EMPLOYEES WILL BE SUBJECT TO CALL-BACK FOR UNSCHEDULED OVERTIME ASSIGNMENTS. AN EMPLOYEE WHO IS CALLED BACK TO WORK FOR UNSCHEDULED OVERTIME AT A TIME OUTSIDE OF AND UNCONNECTED WITH THE EMPLOYEE'S SCHEDULED HOURS OF WORK, WILL RECEIVED A MINIMUM OF TWO HOURS COMPENSATION.

SECTION 5. THE PARTIES AGREE THAT RECORDS AND ROSTERS OF OVERTIME WORK WILL BE MAINTAINED FOR ONE YEAR BY MANAGEMENT, AND SUCH RECORDS AND ROSTERS WILL BE AVAILABLE FOR REVIEW AND DUPLICATION BY REPRESENTATIVES OF THE UNION UPON REQUEST IN CONNECTION WITH A COMPLAINT OR GRIEVANCE.

SECTION 6. MANAGEMENT WILL NEGOTIATE WITH THE UNION ON HOW TO IMPLEMENT ANY FUTURE DEPARTMENT POLICY AND S.O.P. FOR OVERTIME ASSIGNMENTS.

ARTICLE 16. MERIT PROMOTION

DISPUTES CONCERNING THE SEPARATELY NEGOTIATED MERIT PROMOTION PROCEDURE WILL BE HANDLED IN ACCORDANCE WITH THE MOST CURRENT JOINT

MERIT PROMOTION AGREEMENT.

ARTICLE 17. POSITION CLASSIFICATION

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. MANAGEMENT AGREES TO ANNUALLY REVIEW POSITION DESCRIPTIONS FOR ALL POSITIONS IN THE UNIT TO ENSURE ACCURATE JOB DESCRIPTIONS.

SECTION 2. MANAGEMENT AGREES THAT EACH EMPLOYEE WILL BE PROVIDED A COPY OF HIS/HER OFFICIAL POSITION DESCRIPTION AND ANY AMENDMENTS THERETO. IF CHANGES ARE MADE TO THE OFFICIAL POSITION DESCRIPTION, THE APPROPRIATE SUPERVISOR WILL DISCUSS THE CHANGES WITH THE AFFECTED EMPLOYEE. PRIOR TO MEETING WITH THE AFFECTED EMPLOYEE, MANAGEMENT AGREES TO CONFER WITH THE UNION REGARDING THE PROPOSED CHANGES TO BARGAINING UNIT POSITION DESCRIPTIONS. A COY OF THE AMENDED POSITION DESCRIPTION WILL BE PROVIDED TO THE EMPLOYEE(S) AFTER IT HAS BEEN CLASSIFIED.

SECTION 3. IF A UNIT EMPLOYEE BELIEVES THAT HIS/HER POSITION DESCRIPTION DOES NOT PROPERLY DESCRIBE THE DUTIES HE/SHE IS PERFORMING, HE/SHE HAS THE RIGHT TO REQUEST, THROUGH HIS/HER SUPERVISOR, THAT HIS/HER WORK ASSIGNMENTS BE REVIEWED. IF A SATISFACTORY RESOLUTION OF HIS/HER COMPLAINT IS NOT REACHED, THE EMPLOYEE MAY GRIEVE 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/HER POSITION IS IN ERROR, UPON REQUEST, THE EMPLOYEE WILL BE FURNISHED INFORMATION ON APPEAL RIGHTS AND THE PROCEDURES FOR FILING AN APPEAL. MANAGEMENT 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 THROUGH A REPRESENTATIVE DESIGNATED IN WRITING. THE EMPLOYEE AND HIS/HER REPRESENTATIVE SHALL BE GRANTED A REASONABLE AMOUNT OF OFFICIAL TIME TO PREPARE HIS/HER APPEAL AND WILL BE ASSURED FREEDOM FROM RESTRAINT, INTERFERENCE, COERCION OR REPRISAL IN SUBMITTING HIS/HER APPEAL. THE EMPLOYEE'S REPRESENTATIVE MAY NOT BE A MEMBER OF THE CPO STAFF OR AN INDIVIDUAL IN EMPLOYEE'S SUPERVISORY CHAIN."

SECTION 5. IT IS AGREED AND UNDERSTOOD THAT A POSITION DESCRIPTION IS A WRITTEN STATEMENT OF THE DUTIES AND RESPONSIBILITIES ASSIGNED BY MANAGEMENT TO A POSITION WHICH DEFINES THE KINDS AND RANGE OF DUTIES AN EMPLOYEE AN EXPECT TO PERFORM DURING THE TIME HE/SHE REMAINS IN THE POSITION. THE PHRASE "OTHER DUTIES AS ASSIGNED" IN A POSITION DESCRIPTION NORMALLY SHALL REFER TO DUTIES OR ASSIGNMENTS REASONABLY RELATED TO

THE EMPLOYEE'S LINE OF WORK. IT IS UNDERSTOOD THAT THIS DOES NOT INTERFERE WITH MANAGEMENT'S RIGHT TO ASSIGN WORK.

ARTICLE 18. PERFORMANCE APPRAISALS

SECTION 1: EMPLOYEES SHALL RECEIVE ANNUAL APPRAISALS OF JOB PERFORMANCE BASED ON PERFORMANCE STANDARDS ESTABLISHED FOR THEIR POSITIONS. DA RESPONSIBILITIES AND PERFORMANCE STANDARDS WILL BE PROVIDED TO AND DISCUSSED WITH THE EMPLOYEE USUALLY WITHIN THIRTY (30) DAYS OF THE BEGINNING OF THE RATING PERIOD.

SECTION 2: MANAGEMENT WILL CONDUCT AN INITIAL COUNSELING AT THE BEGINNING OF THE APPRAISAL PERIOD, AND, AS A MINIMUM, AT LEAST A MID-POINT COUNSELING IN ACCORDANCE WITH AR 690-400, CHAPTER 4302 (TAPES). ADDITIONAL COUNSELING DURING THE RATING PERIOD MAY BE DONE AT THE DISCRETION OF MANAGEMENT.

SECTION 3: IF AT ANY TIME DURING THE RATING CYCLE AN EMPLOYEE'S PERFORMANCE IS CONSIDERED TO BE UNSUCCESSFUL, THE EMPLOYEE WILL BE PROVIDED WITH AN OPPORTUNITY TO DEMONSTRATE SUCCESSFUL PERFORMANCE PRIOR TO ANY FURTHER ACTION UNDER 5 CFR PART 432. THE EMPLOYEE WILL BE NOTIFIED IN WRITING OF THE UNSUCCESSFUL PERFORMANCE, WHAT ACTION(S) MUST BE TAKEN TO IMPROVE PERFORMANCE TO A SUCCESSFUL LEVEL AND WHAT ASSISTANCE WILL BE PROVIDED BY MANAGEMENT.

ARTICLE 19. REDUCTION-IN-FORCE

SECTION 1: MANAGEMENT WILL NOTIFY THE UNION AS SOON AS POSSIBLE OF THE NECESSITY FOR COMMERCIAL ACTIVITIES STUDIES OR REDUCTION IN FORCE PROCEDURES IN THE FIRE DEPARTMENT. MANAGEMENT WILL PROVIDE THE UNION AN OPPORTUNITY TO EXPRESS ITS VIEWS AND POSITION REGARDING COMMERCIAL ACTIVITIES STUDIES OR RIF. TO THE EXTENT POSSIBLE, MANAGEMENT WILL CONSIDER THE UNION'S EXPRESSED VIEWS, CONCERNS AND POSITION ON SUCH ISSUES.

SECTION 2: MANAGEMENT WILL CONDUCT REDUCTIONS IN FORCE IAW EXISTING LAW, RULES AND REGULATIONS. EACH FIRE STATION WILL HAVE A COPY OF THE LOCAL REGULATION AS WELL AS THE RIF BOOKLET PUBLISHED BY CPO. IF A REDUCTION-IN-FORCE WILL AFFECT THE FIRE AND EMERGENCY SERVICES DEPARTMENT, MANAGEMENT WILL ENSURE THE PERSONNEL INVOLVED ARE BRIEFED ON MANAGEMENT'S RESPONSIBILITIES, TO INCLUDE NOTIFICATION OF RIF, REGISTRATION IN PPP, ETC. MANAGEMENT WILL ALSO BRIEF EMPLOYEES ON THEIR RESPONSIBILITIES, TO INCLUDE ENSURING THEIR PERSONNEL FOLDERS ACCURATELY REFLECT THEIR WORK EXPERIENCE, THEIR RESPONSIBILITY TO REQUEST REGISTRATION IN THE RPL, ETC. EMPLOYEES ARE ENCOURAGED TO PERIODICALLY UPDATE THEIR WORK EXPERIENCE IN THEIR OFFICIAL PERSONNEL

FOLDERS.

SECTION 3: IN THE EVENT A REDUCTION IN FORCE IS IMPLEMENTED, THE UNION SHALL HAVE THE RIGHT TO REVIEW RETENTION REGISTERS RELATIVE TO RIF ACTIONS AFFECTING BARGAINING UNIT EMPLOYEES CONSISTENT WITH APPLICABLE LAWS AND REGULATIONS.

SECTION 4: BARGAINING UNIT EMPLOYEES SHALL BE FURLOUGHED IN ACCORDANCE WITH APPLICABLE LAWS, RULES, REGULATIONS AND OPM DIRECTIVES/GUIDANCE.

ARTICLE 20. EQUAL EMPLOYMENT OPPORTUNITY

MANAGEMENT AND THE UNION AGREE TO COOPERATE IN PROVIDING EQUAL OPPORTUNITY FOR ALL QUALIFIED PERSONS, TO PROHIBIT DISCRIMINATION BECAUSE OF AGE, SEX, RACE, RELIGION, CREED, COLOR, NATIONAL ORIGIN, OR PHYSICAL OR MENTAL HANDICAP, AND TO PROMOTE THE FULL REALIZATION OF EQUAL EMPLOYMENT OPPORTUNITY THROUGH A POSITIVE AND CONTINUING EFFORT.

ARTICLE 21. OCCUPATIONAL HEALTH. PHYSICAL FITNESS & FACILITIES

SECTION 1: MANAGEMENT WILL MAKE EVERY REASONABLE EFFORT TO PROVIDE AND MAINTAIN SAFE AND HEALTHFUL LIVING SPACE FOR UNIT EMPLOYEES. HEAT WILL BE STOPPED ON 31 MAY AND STARTED ON 1 OCTOBER OF EACH YEAR FURTHER, MANAGEMENT WILL PROVIDE:

- A. BEDDING (MATTRESS, PILLOW AND BEDDING);
- B. REFRIGERATOR FOR STORAGE OF EMPLOYEES FOOD;
- C. COOKING AND EATING UTENSILS, INCLUDING BUT NOT LIMITED TO: POTS, MICROWAVE OVENS, GLASSES, PLATES, BOWLS, FORKS, SPOONS AND KNIVES;
- D. DISHWASHER AND SUITABLE LOUNGE FURNITURE AT EACH STATION (DISHWASHER FOR SANITATION PURPOSES);
- E. TV AND VCR (FOR TRAINING AND RECREATIONAL PURPOSES) AT EACH STATION;
- F. PROVIDE FOR A CONTRACTOR TO CLEAN CONTAMINATED BUNKERS;
- G. PROVIDE BASIC CABLE TO LIVING AREA OF EACH FIRE STATION;
- H. MAINTENANCE PROBLEMS FOR FIRE STATION APPLIANCES AND FURNITURE WILL BE CALLED TO THE ATTENTION OF THE SUPERVISOR ON DUTY WHO WILL NOTIFY

THE APPROPRIATE MAINTENANCE AUTHORITIES AND REQUEST ACTION TO CORRECT THE PROBLEM.

SECTION 2: MANAGEMENT AGREES TO DISCUSS PROPOSED CHANGES OR IMPROVEMENTS TO LIVING SPACES WITH THE UNION AND AGREES TO CONSIDER THE RECOMMENDATIONS SUBMITTED BY THE UNION. MANAGEMENT FURTHER AGREES THAT THE UNION WILL BE CONSULTED BEFORE APPROVAL IS GRANTED FOR ANY SELF-HELP PROJECT TO IMPROVE THE FIRE STATION(S) FACILITIES WHICH WOULD CAUSE DISRUPTION IN THE USER OF EXISTING FACILITIES.

SECTION 3: MANAGEMENT AGREES THAT EMPLOYEES WILL FILE A CLAIM FOR THEIR PERSONAL EFFECTS AND/OR EQUIPMENT REPORTED LOST, DAMAGED OR DESTROYED IN THE PERFORMANCE OF DUTY.

SECTION 4: INSOFAR AS IT IS WITHIN THE SCOPE OF ITS AUTHORITY, MANAGEMENT AGREES THAT AMBULANCE SERVICE, WITH APPROPRIATE LIFE SUPPORT EQUIPMENT AND TRAINED MEDICAL PERSONNEL SHALL BE PRESENT AT THE SCENE OF ACTUAL FIRE EMERGENCIES OR SITUATIONS OF AN EQUIVALENT POTENTIAL FOR INJURY TO FIREFIGHTERS.

SECTION 5: MANAGEMENT AGREES TO PROVIDE, WITHIN THE CONSTRAINTS OF FUNDING LIMITATIONS, COMPLETE ANNUAL PHYSICALS TO DETERMINE WHETHER UNIT MEMBERS ARE PHYSICALLY FIT FOR THE JOB TO WHICH THEY ARE ASSIGNED. WHEN POSSIBLE, THE PHYSICAL WILL BE CONDUCTED BY A MEDICAL OFFICER. MANAGEMENT AGREES TO GIVE UNIT MEMBERS A LEAST 24 HOURS ADVANCE NOTICE OF THE ANNUAL MEDICAL.

SECTION 6: THE PARTIES AGREE THAT A PHYSICAL TRAINING PROGRAM AND THE MAINTENANCE OF PHYSICAL CONDITIONING OF EMPLOYEES WITHIN THE UNIT ENGAGED IN FIRE SUPPRESSION ACTIVITIES IS A MATTER OF PRIME IMPORTANCE TO THE PARTIES. THE UNION AGREES TO SUPPORT THE PHYSICAL TRAINING PROGRAM BY ENCOURAGING EMPLOYEES TO PARTICIPATE. MANAGEMENT MAY PROVIDE A PHYSICAL FITNESS PROGRAM OF ABOUT ONE HOUR EACH DAY IN ACCORDANCE WITH AR 420-90, TO INCLUDE SUPPLYING PHYSICAL FITNESS EQUIPMENT IN ACCORDANCE WITH CONTROLLING REGULATIONS. THE PHYSICAL FITNESS PROGRAM NORMALLY WILL BE CONDUCTED AT 1500 HOURS MONDAY THROUGH FRIDAY AND AT 1200 HOURS ON SATURDAY. THE TRAINING MAY BE CONDUCTED AT ON-POST GYMS OR IN THE FIRE STATIONS. IF CONDUCTED AT A GYM ACTIVITIES WILL BE LIMITED TO ENHANCING CARDIOVASCULAR ABILITY AND PHYSICAL ENDURANCE. PHYSICAL ACTIVITIES WHICH COULD DELAY AN EMERGENCY RESPONSE ARE PROHIBITED. SAUNA, STEAM BATHS AND SWIMMING ARE SPECIFICALLY PROHIBITED.

SECTION 7: BARGAINING UNIT EMPLOYEES WILL BE ALLOWED TO USE ATHLETIC FACILITIES FOR PHYSICAL FITNESS TRAINING DURING STANDBY TIME PROVIDED THESE ACTIVITIES DO NOT SLOW DOWN OR INTERFERE WITH EMERGENCY RESPONSE TIME AND THE DUTY SUPERVISOR APPROVES THE ACTIVITY.

ARTICLE 22: DISCIPLINARY & ADVERSE ACTIONS

SECTION 1: DISCIPLINARY ACTIONS. DISCIPLINARY ACTIONS (LETTERS OF REPRIMAND AND SUSPENSIONS OF 14 DAYS OR LESS TAKEN AGAINST CAREER OR CAREER CONDITIONAL EMPLOYEES NOT SERVICE A PROBATIONARY OR TRIAL PERIOD) WILL ONLY BE TAKEN FOR JUST CAUSE AND IN ACCORDANCE WITH DEPARTMENT OF ARMY AND OFFICE OF PERSONNEL MANAGEMENT REGULATIONS.

SECTION 2: REPRIMANDS. PRIOR TO ISSUANCE OF A LETTER OF REPRIMAND, AN EMPLOYEE WILL BE ADVISED THAT A LETTER OF REPRIMAND IS UNDER CONSIDERATION, THAT A MEETING WILL BE HELD TO AFFORD THE EMPLOYEE AN OPPORTUNITY TO EXPLAIN THE BASIS FOR HIS/HER ACTION(2) AND THE EMPLOYEE HAS THE RIGHT TO BE REPRESENTED BY A UNION REPRESENTATIVE OR A REPRESENTATIVE APPROVED BY THE UNION. WHILE THE EMPLOYEE IS FREE TO CONSULT WITH THE UNION REPRESENTATIVE DURING THE MEETING WITH THE SUPERVISOR, THE REPRESENTATIVE MAY NOT ANSWER FOR THE EMPLOYEE. IF THE EMPLOYEE IS SUBSEQUENTLY ISSUED A LETTER OF REPRIMAND, SUCH REPRIMAND MAY BE SUBMITTED TO ARBITRATION IN ACCORDANCE WITH ARTICLE 27 OF THIS AGREEMENT.

SECTION 3: SUSPENSIONS OF 14 DAYS OR LESS. EMPLOYEES WILL BE GIVEN A NOTICE OF PROPOSED SUSPENSION AND AN OPPORTUNITY TO REPLY TO THE CHARGE(S) ORALLY AND IN WRITING USING THE ASSISTANCE OF A UNION OR OTHER REPRESENTATIVE AS DESIRED. THE EMPLOYEE WILL BE FURNISHED A LETTER OF DECISION. IF THE SUSPENSION IS EFFECTED, SUCH SUSPENSION MAY BE SUBMITTED TO ARBITRATION IN ACCORDANCE WITH ARTICLE 27 OF THIS AGREEMENT.

SECTION 4: ADVERSE ACTIONS. ADVERSE ACTIONS ARE DEFINED AS SUSPENSIONS FOR MORE THAN 14 DAYS, REMOVAL REDUCTION IN GRADE OR PAY OF AN EMPLOYEE NOT COVERED BY 5 USE5366 RETAINED GRADE AND PAY PROVISIONS, AND FURLOUGH FOR 30 DAYS OR LESS TAKEN AGAINST CAREER AND CAREER-CONDITIONAL EMPLOYEES NOT SERVING A PROBATIONARY OR TRIAL PERIOD. NOT INCLUDED IN THE ABOVE DEFINITION ARE THOSE ACTIONS EXCLUDED UNDER FPM CHAPTER 752.

SECTION 5: IN CASES OF ADVERSE ACTION, CAREER AND CAREER CONDITIONAL EMPLOYEES NOT SERVING A PROBATIONARY PERIOD WILL BE GIVEN AN ADVANCE NOTICE OF PROPOSED ACTION, AN OPPORTUNITY TO REPLY TO THE CHARGE(S) ORALLY AND IN WRITING USING THE ASSISTANCE OF A UNION REPRESENTATIVE OR OTHER REPRESENTATIVE, AS DESIRED. EMPLOYEES WILL BE FURNISHED A LETTER OF DECISION. IF, AFTER A LETTER OF DECISION IS RECEIVED, A NON-PROBATIONARY CAREER OR CAREER-CONDITIONAL EMPLOYEE ALLEGES THAT THE CHARGES ARE ;UNTRUE, THE FACTS MISREPRESENTED OR THE PENALTY TOO SEVERE, THEN THE DECISION MAY BE ARBITRATED UNDER THE PROVISIONS OF ARTICLE 27 OF THIS AGREEMENT OR APPEALED IN ACCORDANCE WITH MERIT SYSTEMS PROTECTION BOARD PROCEDURES BUT NOT BOTH. FOR THE PURPOSES OF THIS ARTICLE AND PURSUANT TO SECTION 7121(D) OF TITLE 5, US CODE, AN EMPLOYEE SHALL BE DEEMED TO HAVE EXERCISED THE OPTION OF CHOICE AT SUCH TIME AS THE EMPLOYEE FILES A TIMELY NOTICE OF APPEAL UNDER THE MERIT SYSTEMS PROTECTION BOARD APPELLATE PROCEDURE, OR THE **UNION** SUBMITS A TIMELY REQUEST FOR A LIST OF ARBITRATORS IN ACCORDANCE WITH

ARTICLE 27 OF THIS AGREEMENT, WHICHEVER EVENT OCCURS FIRST.

SECTION 6: RECORDS WHICH MANAGEMENT HAS RELIED UPON TO SUPPORT A DISCIPLINARY ACTION SHALL BE MADE AVAILABLE FOR THE UNION'S USE PROVIDED THE EMPLOYEE HAS DESIGNATED THE UNION AS HIS/HER PERSONAL REPRESENTATIVE.

ARTICLE 23. ON-THE-JOB INJURIES

SECTION 1: WHEN A UNIT EMPLOYEE IS SERIOUSLY INJURED ON THE JOB, MANAGEMENT WILL REQUEST THE RESPONSE OF APPROPRIATE EMERGENCY MEDICAL CARE PROVIDERS AND WILL ASSURE TRANSPORTATION TO AN EMERGENCY MEDICAL FACILITY FOR INITIAL EMERGENCY CARE, IF APPROPRIATE. PAYMENT FOR TRANSPORT TO EMERGENCY MEDICAL FACILITY WILL BE THE RESPONSIBILITY OF THE EMPLOYEE (THROUGH EMPLOYEE'S HEALTH INSURANCE OR BY REIMBURSEMENT THROUGH FECA FOR AN ON-THE-JOB INJURY PROVIDED THE CLAIM IS APPROVED BY OWCP).

SECTION 2: IN THE EVENT OF A JOB RELATED INJURY, AN EMPLOYEE MAY REQUEST TREATMENT AT A MEDICAL FACILITY OF HIS/HER CHOICE PROVIDED THE INJURY IS NOT LIFE THREATENING. MANAGEMENT WILL MAKE ARRANGEMENTS FOR TRANSPORTING THE EMPLOYEE TO THE MEDICAL FACILITY IF THE EMPLOYEE IS UNABLE TO ARRANGE HIS/HER TRANSPORTATION.

SECTION 3: SUBJECT TO RECEIPT OF ALL REQUIRED EMPLOYEE-FURNISHED DOCUMENTATION, MANAGEMENT AGREES TO PROCESS COMPENSATION CLAIMS FOR EMPLOYEES IN ACCORDANCE WITH APPLICABLE REGULATIONS AND TIME FRAMES.

SECTION 4: IF, BECAUSE OF AN ON-THE-JOB INJURY, AN EMPLOYEE IS TRANSFERRED TO ANOTHER SHIFT, THE EMPLOYEE MAY REQUEST PRIORITY CONSIDERATION FOR THE NEXT VACANCY ON HIS/HER PRIOR SHIFT.

ARTICLE 24. TRAINING

SECTION 1: MANAGEMENT AND THE UNION AGREE THAT TRAINING AND DEVELOPMENT OF EMPLOYEES IN THE UNIT ARE IMPORTANT IN ACCOMPLISHING BOTH MANAGEMENT'S MISSION AND THE EMPLOYEE'S GOALS. MANAGEMENT WILL PROVIDE TO EACH FIRE STATION NOTICES OF TRAINING WHICH MANAGEMENT HAS DETERMINED IS IN THE BEST INTERESTS OF THE DEPARTMENT AND THE EMPLOYEES.

SECTION 2: MANAGEMENT AGREED TO PROVIDE, WHEREVER POSSIBLE, A TRAINING FACILITY THAT MEETS THE NEEDS OF THE TRAINING REQUIREMENTS.

SECTION 3: CAREER COUNSELING MAY BE PROVIDED BY MANAGEMENT FOR THOSE

EMPLOYEES WHO REQUIRE SPECIFIC INFORMATION REGARDING TRAINING AND DEVELOPMENT OPPORTUNITIES.

SECTION 4: MANAGEMENT AGREES TO MAINTAIN A LIBRARY AT EACH STATION ON REQUIRED FIRE EMERGENCY SERVICES REFERENCE MATERIALS AND MANUALS. MANAGEMENT WILL PERIODICALLY REVIEW AND UPDATE MATERIALS AS APPROPRIATE. MANAGEMENT WILL CONSIDER ANY REQUEST BY THE UNION FOR ADDITIONS AND REFERENCE MATERIALS FOR THE LIBRARY.

ARTICLE 25. SAFETY

SECTION 1: MANAGEMENT WILL ASSURE THAT SAFE AND HEALTHFUL WORKING AND LIVING CONDITIONS ARE PROVIDED FOR BARGAINING UNIT EMPLOYEES THAT ARE CONSISTENT WITH THE PROVISIONS OF APPLICABLE LAWS AND REGULATIONS AND WITHIN BUDGETARY CONSTRAINTS. TO THIS END, MANAGEMENT AGREES TO COMPLY WITH EXISTING AND FUTURE DOD/DA DIRECTIVES, NFPA STANDARDS AND OSHA REGULATIONS. THE UNION AGREES TO COOPERATE WITH MANAGEMENT BY ENCOURAGING EMPLOYEES TO WORK IN A SAFE MANNER AND WEAR PROTECTIVE EQUIPMENT PRESCRIBED BY MANAGEMENT AND TO REPORT OBSERVED SAFETY AND HEALTH HAZARDS TO MANAGEMENT IN ACCORDANCE WITH APPLICABLE PROCEDURES. EMPLOYEES WHO FAIL TO FOLLOW SAFETY RULES (AS SPECIFIED BY MANAGEMENT THROUGH WRITTEN RULES OR VERBAL INSTRUCTIONS), INCLUDING THE WEARING OF SAFETY EQUIPMENT, MAY BE SUBJECT TO DISCIPLINARY ACTION.

SECTION 2: MANAGEMENT AGREES TO MAN AND OPERATE ALL REQUIRED FIRE APPARATUS PURSUANT TO THE PROVISIONS OF LAW, RULE AND REGULATION. MANAGEMENT AGREES THAT ANY DEVIATION TO THE MINIMUM MANNING/STAFFING REQUIREMENTS (FOUR MAN ENGINE COMPANY STANDARD) ESTABLISHED BY THE DEPARTMENT OF DEFENSE AND THE DEPARTMENT OF THE ARMY WILL ONLY BE ACCOMPLISHED AFTER A WAIVER HAS BEEN GRANTED BY THE APPROPRIATE AUTHORITY. MANAGEMENT AGREES TO NOTIFY THE UNION IN WRITING OF THEIR DESIRE TO REDUCE THE MANNING/STAFFING LEVELS BELOW THE MINIMUM REQUIREMENTS. THE UNION WILL BE PROVIDED COPIES OF ALL REQUESTS FOR WAIVERS AND ANY APPROVED WAIVERS GRANTED BY THE SECRETARY OF DEFENSE UPON REQUEST.

SECTION 3: PROTECTIVE CLOTHING AND EQUIPMENT FURNISHED TO EMPLOYEES WILL BE IN ACCORDANCE WITH PROVISIONS OF LAW AT THE TIME OF THE PURCHASE. EMPLOYEES SHALL BE RESPONSIBLE FOR THE ITEMS FURNISHED AND THE RETURN OF SUCH ITEMS AS REQUIRED BY MANAGEMENT. MANAGEMENT AGREES TO REPLACE REQUIRED PROTECTIVE CLOTHING AND EQUIPMENT WHEN WORN OUT. THIS EQUIPMENT INCLUDES, BUT IS NOT LIMITED TO, TWO SETS OF FIRE FIGHTERS' PROTECTIVE CLOTHING, SCBA MASKS, SAFETY GLASSES FOR SCBA MASKS (INSERT KITS), EYE PROTECTION, HEARING PROTECTION AND NOMEX HOODS. ADDITIONAL EQUIPMENT WILL BE PROVIDED AS NEEDED. EMPLOYEES SHOULD NOT BE REQUIRED TO SHARE ANY PART OF HIS/HER TURNOUTS AND/OR PROTECTIVE EQUIPMENT WITH ANOTHER EMPLOYEES.

SECTION 4: MANAGEMENT SHALL PROVIDE FOR THE INSPECTION AND TESTING OF THE STRUCTURAL INTEGRITY AND SAFETY OF ALL EQUIPMENT AND APPARATUS UTILIZED BY THE FIRE AND EMERGENCY SERVICES DEPARTMENT IN ACCORDANCE WITH GOVERNING REGULATIONS. THE RESULTS OF THESE TESTS WILL BE MADE AVAILABLE TO THE UNION UPON REQUEST. MANAGEMENT AGREES TO TAKE PROMPT AND APPROPRIATE ACTION WHEN AN UNSAFE CONDITION INVOLVING APPARATUS AND/OR EQUIPMENT IS REPORTED TO OR OBSERVED BY MANAGEMENT. REPAIRS WILL BE ACCOMPLISHED BY QUALIFIED PERSONNEL. NEW AND REPLACED EQUIPMENT WILL MEET APPLICABLE STANDARDS.

SECTION 5: MANAGEMENT SHALL PROVIDE APPROPRIATE TRAINING ON SAFETY AND INDUSTRIAL HEALTH MATIERS RELATING TO THE WORK ENVIRONMENT. THIS INCLUDES THE USE AND PROPER MAINTENANCE OF PROTECTIVE CLOTHING, DEVICES AND EQUIPMENT.

SECTION 6: MANAGEMENT AND THE UNION WILL ESTABLISH A FIRE DEPARTMENT SOP (IN ACCORDANCE WITH MAMC SOP "EXPOSURE CONTROL PLAN) DETAILING THE PROCEDURES TO BE FOLLOWED IN THE EVENT THERE IS A SUSPECTED EXPOSURE TO HAZARDOUS MATERIALS AND/OR BLOOD BORNE PATHOGENS. THE SOP WILL BE PROVIDED ALL STATIONS AND EMPLOYEES WILL BE REQUIRED TO READ THE SOP ONCE YEARLY. MANAGEMENT WILL MAKE THE SOP AVAILABLE TO NEW EMPLOYEES TO READ WITHIN THIRTY (30) DAYS OF THEIR ENTRANCE ON DUTY.

SECTION 7: MANAGEMENT AGREES TO ESTABLISH A FIRE DEPARTMENT SAFETY COMMITTEE FOR THE PURPOSE OF ADDRESSING FIRE DEPARTMENT SAFETY ISSUES AND IMPLEMENTING THE NFPA STANDARDS INTO THE FIRE AND EMERGENCY SERVICES PROGRAM AT FORT LEWIS. THIS COMMITTEE WILL BE COMPRISED OF REPRESENTATIVES FROM THE FIRE DEPARTMENT MANAGEMENT AND THE UNION. THE COMMITTEE WILL MEET AS AGREED UPON BY BOTH PARTIES TO FULLY ADDRESS SAFETY ISSUES.

SECTION 8: ALL TOBACCO AND SMOKELESS TOBACCO USE WILL BE IN ACCORDANCE WITH THE CURRENT FORT LEWIS TOBACCO CONTROL PLAN.

ARTICLE 26. GRIEVANCE PROCEDURE

SECTION 1: THIS PROCEDURE IS THE SOLE PROCEDURE FOR A UNIT EMPLOYEE, THE UNION OR MANAGEMENT TO GRIEVE. EXCEPT AS PROVIDED IN SECTION 2 BELOW, A GRIEVANCE, FOR PURPOSES OF THIS AGREEMENT, MEANS ANY COMPLAINT:

A. BY AN EMPLOYEE CONCERNING ANY MATTER RELATING TO THE EMPLOYMENT OF THE EMPLOYEE; OR

B. BY THE UNION CONCERNING ANY MATTER RELATING TO THE EMPLOYMENT OF ANY EMPLOYEE; OR

C. BY ANY EMPLOYEE, THE UNION, OR MANAGEMENT CONCERNING THE EFFECT OF INTERPRETATION, OR THE CLAIM OF BREACH OF THIS COLLECTIVE BARGAINING AGREEMENT.

SECTION 2: THE FOLLOWING ISSUES ARE NOT COVERED BY THIS GRIEVANCE PROCEDURE:

A. INTERPRETATION AND CONTENT OF ANY AGENCY (E.G., DA, MEDCOM, FORSCOM, I CORPS AND FORT LEWIS, OR DOD) REGULATION, PROVISIONS OF LAW OR REGULATIONS OUTSIDE I CORPS AND FORT LEWIS.

B. NONSELECTION FOR PROMOTION FROM A GROUP OF PROPERLY RANKED AND CERTIFIED CANDIDATES.

C. RESIGNATION AFTER THE EFFECTIVE DATE UNLESS COERCION IS ALLEGED. TERMINATION OR REMOVAL OF TEMPORARY EMPLOYEES. TERMINATION OF TEMPORARY PROMOTION. TERMINATION AND REMOVAL OF PROBATIONARY EMPLOYEES. TERMINATION OR REMOVAL OF AN EMPLOYEE WHO HAS NOT COMPLETED ONE (1) YEAR OF CURRENT CONTINUOUS EMPLOYMENT UNDER OTHER THAN A TEMPORARY APPOINTMENT LIMITED TO ONE (1) YEAR OR LESS (E.G., THOSE SERVING UNDER EXCEPTED APPOINTMENTS SUCH AS VETERANS READJUSTMENT ACT EMPLOYEES).

D. NOTICES OF PERFORMANCE DEFICIENCIES AND THE SMOKING PROVISIONS OF ARTICLE 25, SECTION 8.

E. REQUIREMENT TO SUBMIT TO A FITNESS FOR DUTY MEDICAL EXAM.

F. NON-ADOPTION OF A SUGGESTION OR FAILURE TO RECEIVE A DISCRETIONARY AWARD FOR PERFORMANCE.

G. ANY CLAIMED VIOLATION OF PUBLIC LAW 95-454 RELATING TO PROHIBITED POLITICAL ACTIVITIES.

H. RETIREMENT, LIFE INSURANCE, OR HEALTH INSURANCE.

I. A SUSPENSION OR REMOVAL FOR NATIONAL SECURITY REASONS.

J. ANY EXAMINATION, CERTIFICATION, OR APPOINTMENT.

K. CLASSIFICATION OF ANY POSITION WHICH DOES NOT RESULT IN THE REDUCTION IN GRADE OR PAY OF AN EMPLOYEE.

L. NOTICE OF PROPOSED DISCIPLINARY OR ADVERSE ACTION.

M. NOTICE OF DECISION REGARDING DISCIPLINARY OR ADVERSE ACTION.

N. FLSA.

SECTION 3. MANAGEMENT INITIATED GRIEVANCES. MANAGEMENT WILL NOTIFY THE

UNION PRESIDENT IN WRITING OF THE ARTICLE AND SECTION OF THE CONTRACT ALLEGED TO HAVE BEEN VIOLATED AND THE CORRECTIVE ACTION SOUGHT. ANY SETTLEMENT REACHED WILL BE REDUCED TO WRITING BY MANAGEMENT AND SIGNED BY BOTH PARTIES. IF NO SETTLEMENT IS REACHED WITHIN 30 CALENDAR DAYS OF THE DATE SUBMITTED TO THE UNION PRESIDENT, THE GRIEVANCE MAY BE REFERRED TO ARBITRATION IN ACCORDANCE WITH ARTICLE 27. ANY SUCH GRIEVANCE MUST BE INITIATED WITHIN THE TIME LIMITS OF SECTION 9.

SECTION 4. UNION INITIATED GRIEVANCES. UNION GRIEVANCES WILL BE INITIATED AT THE LOWEST MANAGEMENT LEVEL CAPABLE OF SETTLING THE GRIEVANCE WITHIN THE TIME LIMITS OF SECTION 9. SUCH GRIEVANCES WILL BE INITIATED IN WRITING SPECIFYING THE ARTICLE AND SECTION, REGULATION OR RULE ALLEGED TO HAVE BEEN VIOLATED AND THE CORRECTIVE ACTION SOUGHT. IF THE GRIEVANCE IS NOT SETTLED, IT WILL BE ADVANCED TO THE NEXT APPROPRIATE LEVEL IN ACCORDANCE WITH THE GRIEVANCE PROCEDURE. ALL TIME LIMITS CONTAINED IN THIS ARTICLE WILL APPLY TO UNION INITIATED GRIEVANCES.

SECTION 5. STEP 1 THE GRIEVANCE SHALL FIRST BE TAKEN UP BY THE AGGRIEVED EMPLOYEE(S) WITH HIS OR HER FIRST LINE SUPERVISOR OR AT THE APPROPRIATE LEVEL WITHIN THE ORGANIZATION. THE EMPLOYEE MAY BE REPRESENTED BY THE UNION STEWARD WHO MAY ACT FOR THE EMPLOYEE. IF THE GRIEVANCE IS NOT SETTLED WITHIN SEVEN (7) CALENDAR DAYS FROM THE DATE OF THE INITIAL STEP 1 MEETING, AND THE GRIEVANT DECIDES TO PURSUE THE ISSUE, THE GRIEVANCE SHALL BE REDUCED TO WRITING STATING THE ARTICLE AND SECTION OF THE CONTRACT, OR PARAGRAPH IF A REGULATION, VIOLATED, THE CORRECTIVE ACTION SOUGHT AND SUBMITTED TO THE NEXT LEVEL SUPERVISOR WITHIN SEVEN (7) CALENDAR DAYS FROM THE DATE OF THE FIRST STEP MEETING.

SECTION 6. STEP 2. THE GRIEVANT, CHIEF STEWARD OR NONUNION DESIGNATED REPRESENTATIVE WILL MEET WITH THE SECOND STEP MANAGEMENT OFFICIAL WITHIN TEN (10) CALENDAR DAYS AFTER RECEIVING THE WRITTEN GRIEVANCE. ANY SETTLEMENT REACHED WILL BE REDUCED TO WRITING BY MANAGEMENT AND A COPY WILL BE FURNISHED TO THE PARTIES. IF NO SETTLEMENT IS REACHED, A MEMORANDUM FOR THE RECORD WILL BE PREPARED BY MANAGEMENT SUMMARIZING THE GRIEVANCE AND THE CONSIDERATIONS ACCORDED THE GRIEVANT DURING THE MEETING. THE MEMORANDUM WILL BE FURNISHED TO THE GRIEVANT WITHIN SEVEN (7) CALENDAR DAYS OF THE STEP 2 MEETING.

SECTION 7. STEP 3. IF NO SETTLEMENT IS REACHED DURING THE STEP 2 MEETING, THE GRIEVANCE MAY BE REFERRED IN WRITING WITHIN FIFTEEN (15) CALENDAR DAYS OF THE STEP 2 MEETING, TO THE THIRD STEP MANAGEMENT OFFICIAL, ATTN: CIVILIAN PERSONNEL OFFICE, FORT LEWIS, WA. THE THIRD STEP MANAGEMENT OFFICIAL WILL ISSUE A DECISION WITHIN FIFTEEN (15) CALENDAR DAYS FROM THE DATE OF REFERRAL TO STEP 3.

SECTION 8. IF NO SETTLEMENT IS REACHED WITHIN THIRTY (30) DAYS FROM THE DATE OF THE THIRD STEP DECISION, THE UNION AND ONLY THE UNION MAY REFER THE GRIEVANCE TO ARBITRATION IN ACCORDANCE WITH ARTICLE 27 (ARBITRATION).

SECTION 9. TIME LIMITS. TO BE PROCESSED, ANY GRIEVANCE MUST BE PRESENTED AT THE APPROPRIATE STEP, WITHIN FIFTEEN (15) CALENDAR DAYS FROM:

- A. THE OCCURRENCE OF THE MATTER OUT OF WHICH THE GRIEVANCE AROSE: OR
- B. THE TIME THE EMPLOYEE BECAME AWARE OF, OR SHOULD REASONABLY HAVE BEEN AWARE OF BEING AGGRIEVED.

EXTENSIONS WILL BE GRANTED UPON MUTUAL AGREEMENT OF THE PARTIES.

SECTION 10. WITNESSES AND RECORDS. AT STEPS 1 AND 2 OF THE GRIEVANCE PROCEDURES, EITHER PARTY MAY CALL WITNESSES. WITNESSES WITHIN THE BARGAINING UNIT SHALL SUFFER NO LOSS OF PAY FOR SO SERVING. ALSO AT STEPS 1 AND 2, THE GRIEVANT AND/OR HIS REPRESENTATIVE MAY SUBMIT ANY DOCUMENTATION, EVIDENCE, ETC., TO SUBSTANTIATE THE GRIEVANCE. IF BECAUSE OF DISTANCE OR SIMILAR FACTORS, IT IS IMPRACTICABLE TO REQUIRE THE PRESENCE OF A WITNESS DURING A GRIEVANCE MEETING OR ARBITRATION HEARING, TESTIMONY WILL BE OBTAINED BY AFFIDAVIT OR DEPOSITION.

SECTION 11. TIME FRAMES. FAILURE OF MANAGEMENT OR THE UNION TO ANSWER WRITTEN GRIEVANCES WITHIN THE TIME FRAMES PRESCRIBED IN THIS ARTICLE SHALL PERMIT THE GRIEVANT OR DESIGNATED REPRESENTATIVE TO REFER THE GRIEVANCE TO THE NEXT STEP. FAILURE OF THE GRIEVANT OR DESIGNATED REPRESENTATIVE TO MEET ESTABLISHED TIME FRAMES SHALL RESULT IN TERMINATION OF THE GRIEVANCE. EXTENSION OF TIME LIMITS MAY BE MADE BY MUTUAL AGREEMENT.

SECTION 12. EFFECT OF SEPARATION. IF AN EMPLOYEE SEPARATES FROM THE FEDERAL SERVICE, ACTION WILL BE STOPPED AND THE GRIEVANCE WILL BE CLOSED WITHOUT DECISION.

SECTION 13. UNION REPRESENTATIVES. THE UNION REPRESENTATIVE DESIGNATED IN ARTICLE 6 SHALL NOT BE HINDERED IN THE PERFORMANCE OF HIS/HER DUTIES OF INVESTIGATING, PRESENTING, AND ADJUSTING GRIEVANCES AS PROVIDED FOR IN THIS ARTICLE. THIS DOES NOT ABROGATE THE PROVISIONS OF ARTICLE 6, SECTION 3.

SECTION 14. THE QUESTION OF GRIEVABILITY OR ARBITRABILITY OF AN ISSUE WILL BE REFERRED AS A SEPARATE ISSUE FOR RESOLUTION UNDER THE PROVISIONS OF ARTICLE 26, SECTION 15 OF THIS AGREEMENT.

SECTION 15. SHOULD A GRIEVANT QUESTION THE INTERPRETATION OF A REGULATION, THE GRIEVANCE WILL BE PROCESSED THROUGH STEP 2 AND WILL BE DELAYED UNTIL THE QUESTIONED POLICY HAS BEEN INTERPRETED BY THE PROPONENT OF THE REGULATION. THE MANAGEMENT AND UNION POSITIONS WILL BE JOINTLY FORWARDED TO THE PROPONENT. THE DECISION OF THE PROPONENT AS TO THE INTERPRETATION WILL BE FINAL AND NOT SUBJECT TO FURTHER REVIEW UNDER THE GRIEVANCE PROCEDURE. THE GRIEVANCE MAY PROCEED TO STEP 3 IF THERE CONTINUES TO BE A DISPUTE AS TO THE APPLICATION OF THE REGULATION.

SECTION 16. MANAGEMENT SHALL, UPON REQUEST, PROVIDE A GRIEVANT OR THE UNION WITH NECESSARY PERTINENT INFORMATION FROM OFFICIAL RECORDS TO AID IN RESOLVING A GRIEVANCE INsofar AS PERMISSIBLE WITHIN EXISTING LAWS AND REGULATIONS.

SECTION 17. THE PARTIES ARE FREE TO MUTUALLY AGREE TO MODIFY TIME FRAMES AND STEPS OF THE GRIEVANCE PROCEDURE.

ARTICLE 27. ARBITRATION

SECTION 1. IF MANAGEMENT AND THE UNION FAIL TO SETTLE ANY GRIEVANCE PROCESSED THROUGH THE NEGOTIATED GRIEVANCE PROCEDURES, SUCH GRIEVANCE MAY BE REFERRED TO ARBITRATION. ANY REQUEST FOR A LIST OF FIVE ARBITRATORS MUST:

A. BE SUBMITTED IN WRITING BY THE GRIEVING PARTY TO THE FEDERAL MEDIATION AND CONCILIATION SERVICE (FMCS), WASHINGTON, D. C., OR OTHER AGENCY PROVIDING ARBITRATORS. A COPY WILL BE FURNISHED TO THE OTHER (RESPONDENT) PARTY.

B. BE SUBMITTED NOT LATER THAN FOURTEEN (14) CALENDAR DAYS FROM THE DATE OF THE THIRD STEP MANAGEMENT OFFICIAL'S THIRD STEP WRITTEN DECISION OR THIRTY (30) CALENDAR DAYS FROM DATE OF SUBMISSION TO THE UNION IF MANAGEMENT IS GRIEVING.

C. REQUEST A COPY OF THE LIST BE MAILED TO EACH PARTY.

D. THE REQUESTING PARTY WILL BE RESPONSIBLE FOR PAYING ANY FEE FOR PROVIDING A LIST OF ARBITRATORS.

SECTION 2. IN LIEU OF THE ABOVE PROCEDURES, THE PARTIES MAY, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE THIRD STEP MANAGEMENT OFFICIAL'S 3RD STEP WRITTEN DECISION OR THE UNION'S DECISION IF MANAGEMENT IS GRIEVING, MUTUALLY AGREE ON AN ARBITRATOR. IF THE PARTIES CANNOT AGREE, SECTION "1" ABOVE WILL GOVERN.

SECTION 3. THE PARTIES SHALL MEET WITHIN FIVE (5) WORK DAYS AFTER RECEIPT OF SUCH LIST TO SELECT THE ARBITRATOR. IF THE PARTIES CANNOT AGREE ON THE SELECTION OF AN ARBITRATOR FROM THE LIST, THEY SHALL ALTERNATELY STRIKE A NAME FROM THE LIST UNTIL ONE NAME REMAINS. SUCH NAME SHALL BE THE DULY SELECTED ARBITRATOR. THE FIRST STRIKE SHALL BE DETERMINED BY THE TOSS OF A COIN.

SECTION 4. IT IS AGREED AND UNDERSTOOD THAT ONLY MANAGEMENT OR THE UNION MAY INVOKE ARBITRATION.

SECTION 5. IF THE PARTIES FAIL TO AGREE ON A JOINT SUBMISSION OF THE ISSUE FOR ARBITRATION, EACH SHALL SUBMIT A SEPARATE SUBMIT A SEPARATE

SUBMISSION AND THE ARBITRATOR SHALL DETERMINE THE ISSUE OR ISSUES TO BE HEARD.

SECTION 6. THE ARBITRATOR'S FEE AND THE EXPENSE OF THE ARBITRATION, IF ANY, SHALL BE BORNE EQUALLY BY MANAGEMENT AND THE UNION WITH THE EXCEPTION STATED IN ARTICLE 1. THE ARBITRATION HEARING WILL BE HELD, IF POSSIBLE, ON MANAGEMENT'S PREMISES DURING THE REGULAR DAY SHIFT HOURS OF THE BASIC WORK WEEK. ALL EMPLOYEE WITNESSES WHO ARE IN A WORK STATUS WILL BE EXCUSED FROM DUTY WITHOUT CHARGE TO ANNUAL LEAVE WHILE PARTICIPATING IN THE ARBITRATION PROCEEDINGS.

SECTION 7. IT IS AGREED THAT ARBITRATION AS PROVIDED HEREIN IS BINDING TO BOTH PARTIES. EITHER THE UNION OR MANAGEMENT MAY FILE EXCEPTIONS TO THE ARBITRATOR'S AWARD WITH THE FEDERAL LABOR RELATIONS AUTHORITY (FLRA) UNDER THE REGULATIONS PRESCRIBED BY THE FLRA.

SECTION 8. ANY DISPUTE OVER THE APPLICATION OF AN ARBITRATOR'S AWARD SHALL BE RETURNED TO THE ARBITRATOR FOR SETTLEMENT, INCLUDING REMANDED AWARDS.

SECTION 9. A DISPUTE AS TO WHETHER A GRIEVANCE IS SUBJECT TO THE NEGOTIATED PROCEDURE HEREIN WILL BE FIRST REFERRED TO ARBITRATION FOR A GRIEVABILITY DECISION. IF THE MATTER IS DETERMINED GRIEVABLE, THE GRIEVANCE WILL BE REFERRED BACK TO MANAGEMENT FOR CONSIDERATION AND ATTEMPTED RESOLUTION. WITHIN 30 DAYS AFTER REFERRAL FROM THE ARBITRATOR, THE THIRD STEP MANAGEMENT OFFICIAL WILL ISSUE A DECISION ON THE GRIEVANCE. IF THE DECISION IS NOT SATISFACTORY, THE UNION MAY REFER THE GRIEVANCE TO ARBITRATION IN ACCORDANCE WITH THE ARBITRATION PROCEDURE HEREIN.

SECTION 10. FAILURE OF THE PARTY REQUESTING ARBITRATION TO MEET ANY OF THE TIME LIMITS OF THIS ARTICLE WILL RESULT IN TERMINATION OF THE ARBITRATION REQUEST. TIME LIMIT EXTENSIONS MAY BE MADE BY AGREEMENT FROM BOTH PARTIES.

ARTICLE 28. DUES WITHHOLDING

SECTION 1. MANAGEMENT SHALL DEDUCT DUES FROM THE PAY OF ALL ELIGIBLE MEMBERS OF THE UNION WHO VOLUNTARILY AUTHORIZE SUCH DEDUCTIONS IN ACCORDANCE WITH THE PROVISIONS SET FORTH HEREIN.

SECTION 2. EACH BARGAINING UNIT MEMBER IN GOOD STANDING WITH THE UNION SHALL HAVE THE RIGHT TO MAKE A VOLUNTARY ALLOTMENT FROM THEIR PAY FOR THE PAYMENT OF REGULAR PERIODIC DUES EACH PAYROLL PERIOD, AS WELL AS THE RIGHT TO REVOKE SUCH AN ALLOTMENT, AS PROVIDED BELOW.

SECTION 3. THE UNION IS RESPONSIBLE FOR PROCURING THE PRESCRIBED ALLOTMENT FORM (STANDARD FORM 1187); DISTRIBUTING THE FORMS TO

MEMBERS; CERTIFYING AS TO THE AMOUNT OF ITS DUES; DELIVERING COMPLETED FORMS TO MANAGEMENT AND EDUCATING ITS MEMBERS ON THE PROGRAM FOR ALLOTMENT FOR PAYMENT OF DUES, ITS VOLUNTARY NATURE, THE USES AND AVAILABILITY OF THE PRESCRIBED ALLOTMENT FORMS, AND THE PROCEDURES FOR REVOCATION OF ALLOTMENTS. MANAGEMENT WILL NOTIFY EMPLOYEES OF THE PROCEDURES FOR DUES ALLOTMENT REVOCATIONS THROUGH THE EMPLOYEE BULLETIN DURING JANUARY OF EACH YEAR.

SECTION 4. DEDUCTION OF DUES SHALL BEGIN WITH THE FIRST PAY PERIOD AFTER RECEIPT OF THE SF-1187 BY THE PAYROLL LIAISON OFFICE, PROVIDING THAT SUCH RECEIPT OCCURS AT LEAST FOUR WORK DAYS PRIOR TO THE BEGINNING OF THE NEXT BIWEEKLY PAY PERIOD.

SECTION 5. AN ALLOTMENT FOR THE DEDUCTION OF AN EMPLOYEE'S UNION DUES MAY BE TERMINATED BY THE EMPLOYEE THROUGH SUBMISSION TO THE PAYROLL OFFICE OF AN SF-1188 OR OTHER WRITTEN MEMORANDUM PROPERLY EXECUTED IN DUPLICATE BY THE INDIVIDUAL EMPLOYEE. EMPLOYEES SHALL BE RESPONSIBLE FOR OBTAINING THE SF-1188 FROM THEIR UNION SHOP STEWARD OR THE CIVILIAN PERSONNEL OFFICE. AN EMPLOYEE'S VOLUNTARY ALLOTMENT FOR PAYMENT OF UNION DUES SHALL BE TERMINATED WITH THE START OF THE FIRST PAY PERIOD FOLLOWING THE PAY PERIOD IN WHICH ANY OF THE FOLLOWING OCCUR:

- A. LOSS OF EXCLUSIVE RECOGNITION BY THE UNION.
- B. AN EMPLOYEE LEAVES THE BARGAINING UNIT.
- C. UPON RECEIPT OF NOTICE FROM THE UNION THAT THE EMPLOYEE IS NO LONGER A MEMBER IN GOOD STANDING.

SECTION 6: UNION DUES REVOCATION PROCEDURE FOR AN EMPLOYEE WHO HAS BEEN ON DUES WITHHOLDING FOR LESS THAN ONE YEAR. AN EMPLOYEE'S VOLUNTARY ALLOTMENT FOR PAYMENT OF UNION DUES SHALL BE TERMINATED EFFECTIVE THE FIRST DAY OF THE FIRST FULL PAY PERIOD ONE (1) YEAR AFTER THE EMPLOYEE BEGINS THE ALLOTMENT, WHEN THE EMPLOYEE SUBMITS AN SF 1188 TERMINATING THE ALLOTMENT WITHIN TWO (2) PAY PERIODS PRIOR TO THE FIRST ANNIVERSARY DATE.

SECTION 7. UNION DUES REVOCATION PROCEDURE FOR AN EMPLOYEE WHO HAS BEEN ON DUES WITHHOLDING FOR MORE THAN ONE YEAR. AN EMPLOYEE WHO HAS BEEN ON DUES WITHHOLDING FOR MORE THAN ONE YEAR MAY REVOKE AN ALLOTMENT FOR THE PAYMENT OF DUES. TO REVOKE AN ALLOTMENT, AN EMPLOYEE MUST SUBMIT AN SF 1188, AVAILABLE FROM THE CIVILIAN PERSONNEL OFFICE, TO THE CIVILIAN PAY OFFICE DURING THE MONTH OF OCTOBER. THE REVOCATION WILL BE EFFECTIVE THE FIRST PAY PERIOD OF NOVEMBER.

SECTION 8. THE UNION SHALL PROMPTLY NOTIFY THE PAYROLL LIAISON OFFICE WHEN A MEMBER IS EXPELLED, SUSPENDED OR FOR ANY OTHER REASONS CEASES TO BE A MEMBER IN GOOD STANDING IN ORDER THAT THE ALLOTMENT FOR DUES MAY BE TERMINATED.

SECTION 9. THE UNION SHALL NOTIFY THE PAYROLL LIAISON OFFICE IN WRITING OF THE DUES AMOUNTS STATED IN A BIWEEKLY PAY PERIOD BASIS, OF ANY CHANGES IN THE AMOUNT OF REGULAR DUES AND THE EFFECTIVE DATE OF THE AMENDED DUES STRUCTURE. THE AMENDED AMOUNT WILL BE WITHHELD EFFECTIVE WITH THE PAYROLL FOR THAT PAY PERIOD DURING WHICH THE NOTICE IS RECEIVED BY THE PAYROLL OFFICE, UNLESS A LATER DAY IS SPECIFIED BY THE UNION. ONLY ONE CHANGE WILL BE MADE IN ANY PERIOD OF TWELVE CONSECUTIVE MONTHS.

SECTION 10. THE UNION WILL DESIGNATE AN OFFICER TO RECEIVE THE REMITTANCE (BY DIRECT DEPOSIT TO A FINANCIAL INSTITUTION) OF DUES WITHHELD, A LISTING OF NAMES, AND AMOUNTS WITHHELD. THE UNION WILL FURNISH TO THE PAYROLL LIAISON OFFICE THE NAME AND ADDRESS OF THIS INDIVIDUAL AND ANY CHANGES THERETO.

ARTICLE 29. UNIFORMS

MANAGEMENT AND THE UNION AGREE THAT EMPLOYEES WILL FOLLOW THE EXISTING STANDARD POLICY ON UNIFORMS TITLED "CIVILIAN FIREFIGHTER UNIFORM," WHICH WAS AGREED TO BY MANAGEMENT AND UNION MEMBERS, SIGNED AND DATED ON 11 JAN 96.

ARTICLE 30. GENERAL PROVISIONS

SECTION 1. WHEN POSSIBLE, THE GROUNDS OF THE FIRE STATIONS WILL BE MOWED BY OTHER THAN FIRE FIGHTER PERSONNEL.

SECTION 2. MANAGEMENT AGREES NOT TO TAKE A FIRE CREW OUT OF SERVICE TO PERFORM ANY NON-FIRE DEPARTMENT RELATED TASK OR DUTY THAT MAY DELAY EMERGENCY RESPONSE.

SECTION 3. MANAGEMENT WILL DETERMINE THE PERSON IN CHARGE AT STATION 2 AND AS PART OF THAT DETERMINATION WILL CONSIDER TIME-IN-GRADE ..

ARTICLE 31. DURATION OF AGREEMENT AND RENEGOTIATION

SECTION 1. THIS AGREEMENT SHALL REMAIN IN EFFECT FOR THREE (3) YEARS

FROM THE DATE OF APPROVAL OR THIRTY-ONE (31) DAYS FROM THE DATE OF EXECUTION, WHICHEVER COMES FIRST.

SECTION 2. BY MUTUAL CONSENT OF BOTH PARTIES, THIS AGREEMENT MAY BE OPENED FOR AMENDMENT OR ADDED TO BY SUPPLEMENTAL AGREEMENT. ANY REQUEST FOR SUCH AMENDMENT OR SUPPLEMENTAL AGREEMENTS SHALL BE IN WRITING AND MUST BE ACCOMPLISHED BY A SUMMARY OF THE AMENDMENTS OR SUPPLEMENT OF THE AGREEMENT PROPOSED. REPRESENTATIVES OF MANAGEMENT AND THE UNION WILL MEET TO NEGOTIATE THE MATTER AS EXPEDITIOUSLY AS POSSIBLE BUT IN NO CASE LATER THAN THIRTY (30) DAYS FROM THE DATE OF RECEIPT OF THE PROPOSAL. NO CHANGES OTHER THAN THOSE PROPOSED WILL BE CONSIDERED. AMENDMENTS OR SUPPLEMENTAL AGREEMENT SHALL BE EVIDENCED IN WRITING, DULY EXECUTED BY BOTH PARTIES AND SUBMITTED FOR APPROVAL BY APPROPRIATE AUTHORITY.

SECTION 3. AMENDMENTS OR SUPPLEMENTS TO THIS AGREEMENT MAY BE REQUIRED BECAUSE OF CHANGES MADE BY LAW, EXECUTIVE ORDER OR OFFICE OF PERSONNEL MANAGEMENT ISSUANCE. IN SUCH CASES THE PARTIES WILL MEET, WITHIN 15 CALENDAR DAYS AFTER NOTIFICATION THAT SUCH CHANGES ARE REQUIRED, FOR THE PURPOSES OF NEGOTIATING LANGUAGE THAT WILL MEET THE REQUIREMENT(S) OF SUCH LAWS, EXECUTIVE ORDERS OR OFFICE OF PERSONNEL MANAGEMENT POLICY. THE PARTIES MAY EXTEND THE ABOVE TIME FRAMES BY MUTUAL AGREEMENT.

SECTION 4. THE WESTERN CIVILIAN PERSONNEL OPERATIONS CENTER (CPOC) IS SCHEDULED TO BEGIN OPERATIONS ON 1 MAR 98 AND THE FORT LEWIS CIVILIAN PERSONNEL ADVISORY CENTER (CPAC) ON OR ABOUT 1 MAY 98. THE TWO ORGANIZATIONS WILL PROVIDE MOST OF THE SUPPORT IN THE CIVILIAN PERSONNEL ADMINISTRATION (CPA) FUNCTIONAL AREA CURRENTLY PROVIDED BY THE FORT LEWIS CPO, WHICH WILL BE DISESTABLISHED. THE UNION AND MANAGEMENT AGREE TO REOPEN THIS AGREEMENT AND ANY OTHER AGREEMENTS, PAST PRACTICES AND CPA REGULATIONS TO THE EXTENT NECESSARY TO CONSIDER NEW CPA REGULATIONS, POLICIES AND PROCEDURES OF THE FORT LEWIS CPAC AND THE WESTERN CPOC. ANY AMENDMENT OR SUPPLEMENTAL AGREEMENTS MADE AS THE RESULT OF CONSOLIDATIONS AND/OR NEGOTIATIONS CONCERNING REVISED REGULATIONS, POLICIES AND PROCEDURES SHALL BE EVIDENCED IN WRITING, DULY EXECUTED BY BOTH PARTIES AND, IF REQUIRED, SUBMITTED FOR APPROVAL BY APPROPRIATE AUTHORITY.

SECTION 5. WITH THE EXCEPTION OF THE CIRCUMSTANCES CITED IN SECTIONS 2 AND 3 OF THIS ARTICLE, THE PARTIES HEREBY WAIVE THE RIGHT TO REQUEST NEGOTIATIONS ON ISSUES NOT COVERED BY THIS AGREEMENT.

SECTION 6. AT LEAST SIXTY (60) BUT NOT EARLIER THAN ONE HUNDRED FIVE (105) CALENDAR DAYS PRIOR TO THE NORMAL EXPIRATION DATE OF THE AGREEMENT, REPRESENTATIVES OF MANAGEMENT AND THE UNION SHALL MEET FOR THE PURPOSE OF COMMENCING RENEGOTIATION OF THE AGREEMENT. THE EXISTING CONTRACT WILL REMAIN IN FULL FORCE AND EFFECT UNTIL A NEW CONTRACT IS APPROVED BY BOTH PARTIES.

In witness whereof the Parties hereto have executed this agreement: Date: 23 March 1998

For the Union:

██████████
President, Local F-283
International Association of Firefighters

██████████
Secretary-Treasurer, Local F-283
International Association of Firefighters

For Management:

██████████
Fire Chief

██████████
Labor Relations Specialist
Civilian Personnel Office

██████████
Civilian Personnel Officer

██████████
Lieutenant General, USA
Commanding
I Corps and Fort Lewis