

Agreement Between
The U.S. Army Aberdeen Proving Ground Support Activity
and the
International Association of Firefighters Local F-267
Aberdeen Proving Ground, Maryland
Effective 11 March 1999

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PREAMBLE

This Agreement is made by and between the U.S. Department of the Army, Aberdeen Proving Ground Support Activity, hereinafter referred to as the “Employer”, and the International Association of Fire Fighters, Local F-267, hereinafter referred to as the “Union”, hereinafter collectively referred to as the “Parties.” The Parties agree that whenever the masculine terms “he”, “his”, or “him” are 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 settlements 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 purpose of the Agreement is to define the relationship of the Employer and the Union through the formulation of personal policies, practices, and matters affecting working conditions. The Parties hereto agree within the meaning of P.L. 95-454, the Civil Service Reform Act (CSRA) of 1978, hereinafter referred to as the “Act” or the “Statue”, as follows:

ARTICLE 1
RECOGNITION AND COVERAGE

Section 1. The Employer hereby recognizes Local F-267, International Association of Fire Fighters (IAFF), as the exclusive representative of all employees in the Unit, as defined in Section 2, below, and the Union recognizes its responsibilities of representing the interests of all such employees without discrimination and without regard to employee organization membership.

Section 2. The Parties agree that the following employees constitute a Unit appropriate for collective bargaining purposes:

INCLUDED: All nonsupervisory civilian personnel classified as Fire Fighters and Fire Inspectors, employed in the grades up to and including GS-7 in the Fire Prevention and Protection Division, Directorate of Safety, Health, and Environment, US Army Garrison, Aberdeen Proving Ground, Maryland.

EXCLUDED: All Fire Protection Specialists, Battalion Chiefs, Assistant Chiefs, Deputy Chiefs, the Fire Chief, all professional employees, management officials, supervisors and employees described in Sections 7112(b)(2), (3), (4), (6), and (7) of the Statute.

ARTICLE 2
PROVISIONS OF LAW 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 (including the Statute), future laws and existing or future policies and regulations of appropriate authorities (including but not limited to) Presidential Executive Orders, Comptroller General Decisions, Office of Management and Budget (OPM) issuances, Office of Personnel Management policies and regulations set forth in the Federal Personnel Manual, and Department of Defense policies and regulations, Department of the Army regulations, and Aberdeen Proving Ground policies and regulations.

Section 2. Upon request, the Employer will furnish the Union a copy of existing Aberdeen Proving Ground regulations, Notices Federal Personnel Manual (FPM's), Fire Department Standard Operating Procedures (SOP's), and any regulation or law which involves personnel policies, practices, or matters affecting working conditions of Unit employees if normally maintained by the Employer in the regular course of business and is reasonably available. The Union agrees to pay reasonable costs incurred in furnishing such material. The Employer agrees to place the Union on the distribution list to receive copies of all U.S. Army Garrison, Aberdeen Proving notices and instructions pertinent to civilian personnel and matters affecting working conditions of Unit employees.

ARTICLE 3

MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATION

Section 1. It is agreed and understood that matters appropriate for negotiation and consultation between the Parties 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 hours of work etc. Such negotiations will be accordance with the requirements of the Statute. The Employer will not unilaterally change of this Agreement or implement any new regulations or practices which are within the discretion of the Employer without affording the Union the opportunity to bargain concerning the change/and or impact and implementation of the Change to the extent consistent with law and regulation.

Section 2. The obligation to negotiate with respect to personnel policies and practices and matters affecting working conditions does not include matters covered in Article 4, Employer Rights. Nothing in this Article shall preclude the Employer and the Union 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 Article; or
- c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this Agreement by the Employer.

- d. This section is exempt from the automatic extension of the Agreement under Article 29, Duration of Agreement, unless otherwise agreed upon by the Parties at that time.

Section 3. For the purpose of this Agreement, consultation is defined as any dialogue, either written or oral, between the Parties and unlike negotiations does not require a mutually acceptable compromise between the Parties. The Employer agrees to consult on request of the Union, on matters that are excluded from negotiation by; U.S.C. 7106 (Article 41). When consultation occurs, the Employer agrees to give bona fide 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. Before issuing or modifying Fire Department Standard Operating Procedures (SOP's), letters, notices or memorandums, and so on, concerning personnel policies, practices, and matters affecting working conditions of employees in the Unit, the Employer will notify the Union and provide for a discussion between the Parties. After discussion between the Parties, the Union may, within fifteen (15) calendar days, request to negotiate concerning the impact of the change on Unit employees, and procedures to implement the decision, or other appropriate arrangements. Such request must be in writing. Written comments submitted in place of a request to negotiate will be duly considered by the Employer.

Section 6. It is recognized that certain matters involving working conditions have not been specifically covered in the Agreement, but this does not lessen the responsibility of either Party to meet with the other for discussion and exchange of views in an effort to find mutually satisfactory solutions to matters not otherwise covered by this Agreement.

Section 7. The Employer agrees that any benefits, practices, or understandings now in effect will not be changed during the life of this Agreement, unless such change is negotiated by the parties except for those benefits, practices, and understandings that are contrary to any law, rule, and regulation or published policy, Executive Orders, or the Statute.

Section 8. The Parties will meet and negotiate during normal working hours (Monday through Friday) (0800-16:30), on days the Union representatives are assigned to work, unless the Parties agree to other conditions. The Parties to meet at reasonable times for discussion of matters of concern to either Party. Discussions may be informal such as between the Employer and stewards, or union representatives, and take place as the need arises. Formal discussions will involve matters appropriate for negotiations affecting the Unit, and will be attended by not more than 3 employees designated by the Employer and by not more than 3 employees designated by the Union who will have authority to make decisions.

Section 9. When discussion on any issues indicate a need for negotiations, and the issues do not involve amendment of the Agreement, a negotiation meeting will be scheduled within 10 calendar days.

Section 10. Normally, the Union 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. If neither of these officials is available the Union will insure that a duly-authorized representative will be present and have full authority to perform such functions. The Employer shall designate a point of contact for implementing and administering the provision of this Agreement in writing to the Union.

ARTICLE 4 EMPLOYEE RIGHTS

Section 1. It is agreed that the Employer has the right, in accordance with the Statute:

- a. To determine the mission, budget, organization, number of employees and internal security practices;
- b. To hire, assign, direct, layoff and retain employees or to suspend, reduce in grade or pay, or to take other disciplinary actions against such employees;
- c. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which operations shall be conducted;
- d. In filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion; or any other appropriate source;
- e. To take whatever actions may be necessary to carry out the mission during emergencies.

ARTICLE 5 RIGHTS OF THE EMPLOYEE

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

To act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organizations to head of agencies and other officials of the executive branch of the Government, the Congress or other appropriate

authorities, AND to engage in collective bargaining with respect to conditions of employment through representatives chosen by the employees.

Section 2. The official personnel folder of a Unit employee shall be disclosed to him, or his representative designated in writing, in the presence of a representative of the Employer having physical custody of the folder. Individual employee rights shall be given foremost consideration and the contents of their official personnel folders shall be protected from unauthorized disclosure. Disclosure of information will be only as permitted under appropriate laws, rules, and regulations.

Section 3. The rights of the Union under the provisions of Article 6, "Union Rights" shall be not construed to preclude an employee from:

a. Being represented by an attorney or other representative, other than the exclusive representative, of the employee's own choosing in any grievance or appeal action;

or

b. Exercising grievance or appellate rights established by law, rule, and regulation; except in the case of grievance or appeal procedures negotiated under this Agreement.

Section 4. The Employer shall annually inform its employees of their rights under Section 2b, Article 6, of this Agreement.

Section 5. The Parties affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training, believing that the public interest requires the full utilization of employee skills and abilities without regard to sex, race, religion, color, national origin, age, marital status, or handicapping condition. The Parties agree to support the principles set forth in Office of Personnel Management regulations pertaining to Equal Employment Opportunity.

Section 6. Seniority is based on the length of continuous service in the APG Fire Department (APGFD), not the length of Government service (Service Computation Date (SCD) or any other Fire Department. If a Unit employee was separated from the APGFD due to involuntary actions, such as a reduction-in-force action, and then came back to the APGFD, his time prior to his separation will be added to his Fire Department service time. If a Unit employee separated voluntarily from the APGFD and then came back, his Fire Department service time will begin the day he returns to the APGFD.

ARTICLE 6 UNION RIGHTS

Section 1. Local F-267, International Association of Fire Fighters, has been certified as the exclusive representative of the employees in the Unit it represents and is entitled to act for, and negotiate collective bargaining Agreements covering all employees in the Unit without discrimination and without regard to labor organization membership.

Section 2. The Union shall be given the opportunity to be represented at:

- a. Any formal discussion between one or more representatives of the Employer and one or more employees in the Unit or their representatives concerning any grievance or any personnel policy, or practice, or other general condition of employment; or
- b. Any examination of an employee in the Unit by a representative of the Employer in connection with an investigation, if:
 - (1) The employee reasonably believes that the examination may result in disciplinary action against the employee and;
 - (2) The employee requests representation.

Section 3. Authorized officials of the Union who are not Unit employees may visit the installation, subject to the Employer's security requirements, for the conduct of Union business. All visits will normally be coordinated, or at least one work week in advance, with the Fire Chief. Use of official duty time for such meetings shall be subject to the provisions of Article 7.

Section 4. Administrative Leave. The Employer agrees that upon advance written request, employees who are officers and stewards may be excused, without charge to leave in conjunction with attendance at training sessions on labor relations' matters provided, at the Employer's discretion, the employee's services can be spared and such training is determined by the Employer to be of mutual concern to the Employer and the Union and the Employer's interests will be served by the employer'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 filed in support of the request no later than two weeks before the event. Administrative excusal for this purpose may cover only such portions of a training session as meet the foregoing criteria. Normally, such excusal shall not exceed a total of six (6) twenty-four hour shifts in a calendar year. Additional requests to attend mutually beneficial labor relations training will be considered by the Employer on a case by case basis.

ARTICLE 7
UNION REPRESENTATIVE

Section 1. The Employer agrees to recognize the duly elected/appointed Officers, Shop Stewards, and National Representatives of the Union. The Union agrees to submit to the Employer a list of officers/stewards and to update the names as changes occur.

Section 2. The Employer agrees to recognize the representatives designated by the Union and further agrees that there will be no restraint, interference, coercion or discrimination against Union representatives because of duties lawfully performed under this Agreement.

Section 3. The Employer agrees to provide the recognized Union representatives a reasonable amount of official duty time, without loss of pay or leave, to perform their official representative functions provided in this Agreement and U. S. C. 7102 and 7114. Use of official duty time for all representational purposes shall be documented on a form mutually agreed upon by the Parties (see Appendix C).

Section 4. The Employer agrees that Union representatives will not arbitrarily be moved from one station or shift to another station or shift. In cases where a Union representative is temporarily moved from one station to another, that Union representative will be authorized to leave his work station to return to the station from which he was temporarily moved to represent an employee in the grievance process or other representational matter if that Union representative was initially involved in the issue. Prior to leaving his temporary work station, the Union representative will obtain the approval of his immediate supervisor.

Section 5. Official time is not authorized for such activities as solicitation of membership, collection of employee's dues, campaigning for offices, distribution of literature, or other matters pertaining to the internal business of the Union.

Section 6. The Union agrees that prior to performing appropriate business described in Section 3, above officers and stewards shall first request permission from the Employer. Permission will normally be granted unless such absence would cause an undue interruption of work. The request for permission shall include a description of the nature of the business to be transacted and the approximate duration of the absence. If the officer/steward cannot be spared at the requested time, the Employer shall inform the officer/steward of the time the permission may be granted to leave the job. In any case, the Employer shall not unreasonably deny such permission. The employee and the officer/steward will report their return to work to the Employer.

Section 7. Use of Official Facilities. The Employer agrees to make facilities available for meetings of IAFF Local F-267 during non-working hours of Unit employees and the use of space is not precluded by official need or the terms of applicable directives. 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 continue providing office space for the Union to conduct its official representational duties that includes but is not limited to a desk, chair, two file cabinets, and a Class C telephone. The Union recognizes and

agrees that the utilization of such space is subject to all the rules and regulations governing use of official facilities and may be canceled based upon the official needs of the Employer, however, in such case a good faith effort will be made to provide replacement space or equipment, since it is the intent of the parties that such space/equipment shall be provided. Advance notification of thirty (30) days will be given the Union in the event of such cancellation/relocation.

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 will be given a copy of the current negotiated Agreement. The Employer agrees to make all newly hired Unit employees available for contact with the Union during the employee's check in date. This orientation will be in person, will be brief (15-20 minutes) and will be held in the Union's Office at the Emergency Service Center. The Employee shall notify the Union of the duty assignment and shift of all newly hired Unit employees.

Section 10. 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 opportunity to review the questionnaire and submit its comments prior to distribution. The results of the survey will be made to the Union upon request.

Section 11. The Employer agrees to consider Union representation on my standing U.S. Army Garrison, Aberdeen Proving Ground committees involving the mutual interests of Unit employees and Aberdeen Proving Ground. 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.

ARTICLE 8 FIRE DEPARTMENT OVERTIME PROCEDURES

Section 1. The employer and the Union recognize the importance of monitoring adequate fire protection and that from time to time, Unit employees will be required to work overtime. The Employer shall first determine the numbers, job ratings, and skills required to meet its overtime assignments and the employees who meet these requirements. Unit employees will be paid for all overtime in a duty status pursuant to applicable laws, rules and regulations. The Employer will guard against requiring a Unit employee from working excessive amounts of overtime. Normally, a Unit employee will not be required to remain at work for more than seventy-two (72) consecutive hours.

Section 2. The Parties agree that records and rosters of overtime worked will be maintained by the Employer and such records will be made available for review and duplication by the Union, upon request.

Section 3. Any employee who is called back to work at a time outside of and unconnected with his scheduled hours of work shall receive at least two hours callback overtime pay, including any night differential and/or additional pay to which he is entitled in accordance with applicable pay regulations and statutes.

Section 4. Appropriate arrangements will be made for employees to obtain food when working overtime assignments which are extensions of their regular shift.

Section 5. Fire Department Overtime Procedures. For the purpose of assigning overtime to Unit employees, the Employer agrees to establish and maintain policies (Standard Operating Procedures (SOP's) for the distribution of overtime that includes but is not limited to policies for establishing and maintaining procedures for utilizing volunteers for the overtime assignments and mandatory assignments when no volunteers are available. The Parties agree that the volunteer procedure for overtime will be maintained by seniority that is based on the employee's length of service as a Federal Firefighter at the APG Federal Fire Department. The mandatory procedures for overtime, will be maintained by listing all Unit employees by inverted Length of Service as a Federal Fire fighter at the APG Federal Fire Department, with the least senior Unit employee appearing at the top of the list.

Section 6. An employee may request relief from any overtime assignment provided he has a legitimate reason, and a qualified employee is available to take his place. The employee seeking relief has the primary responsibility to identify and contact a qualified replacement who is acceptable to the Employer (e.g., the replacement would be similarly skilled as the employee he is replacing, etc.). If the employee is unable to locate a substitute and is not excused, the employee is expected to report for the assignment. For distribution of overtime, approved relief from an overtime assignment will count as overtime worked; and the affected employee will normally not be considered for subsequent overtime assignment until his name comes up again on the seniority list.

Section 7. Unit employees will normally not be recalled for overtime assignments while on vacation or scheduled 4-day break.

Section 8. An employee's written request for exemption from overtime assignments will be given serious consideration by the Employer. Approval of such a request may be revoked by the Employer at any time conditions warrant.

Section 9. In accordance with applicable rules and regulations, Unit employees will not be required to earn compensatory time in lieu of overtime. However, at the election of the employee, equal amounts of compensatory time will be authorized in lieu of overtime pay.

ARTICLE 9 LEAVE PROVISIONS

Section 1. ANNUAL LEAVE PROVISIONS.

- a. It is understood that the knowledge, skills and abilities of the employee and the needs of the fire service shall be considered by the Employer when making a determination that employee's services can be spared in connection with a request for annual leave. Unit employees shall earn and be granted leave in accordance with 5 U.S.C. 6303 and other applicable regulations. The Employer agrees to attempt to schedule and approve requested annual leave in such a manner throughout the leave year so that no employee will forfeit leave.
- b. All Unit employees will be given an opportunity for a reasonable vacation. The practice of establishing a vacation calendar (1 May through 17 December) shall be based on seniority. Seniority is based on the length of continuous service in the APG Fire Department (APGFD), not the length of Government service (Service Computation Date (SCD) or any other Fire Department.
- c. Unit employees scheduling vacation leave during prime time months (Memorial Day through Labor Day) shall schedule leave days in consecutive order with groups of consecutive days not to exceed two (2) individual groups. Each group may contain as many days as desired, as long as the total amount of hours do not exceed 144 leave hours. At the time all Unit employees have had a reasonable opportunity to schedule vacation leave during prime time months, any scheduling of other days during this period will be on a first come, first serve basis.
- d. The Employer shall provide to the members of the Unit vacation/leave calendars no later than 5 January of each year. Vacation/leave calendars may start sooner than 5 January if possible.
- e. Both Parties agree that no employee will hold the vacation calendar for more than two work days, except for excused absence up to one week. If absence is to extend beyond one week (i.e., Annual Leave, Sick Leave, TDY), the calendar will move on to the next person. Upon the return of the absent employee, he will receive the vacation calendar.
- f. Normally, annual leave should be requested in advance and supported with a properly completed SF-71. When the SF-71 cannot be submitted prior to taking leave, normally it shall be submitted upon the employees return to duty, but not later than 7 calendar days thereafter. Failure to submit the SF-71 within 7 calendar days upon returning to duty may result in discipline for failure to follow leave procedures.
- g. Christmas Leave Approval System.

- (1) Unit employees will submit individual leave slips for each day during the holiday period (18 December through 1 January) between 1 October through 15 October each leave year.
- (2) Leave approval will be posted by 1 November.
- (3) Leave Approval Process. Leave and work records will be kept for five (5) years for those Unit employees who were "ON and/or OFF" Duty during the period described in Section 1 g. (1) above whether they are scheduled off, on compensatory leave, on annual leave, or sick leave. Each year during the five year period will have a point value. Beginning with the previous year going back a total of four (4) years, with the fifth year used as a "Tie Breaker."

Example: 1991 is a 40 point value
 1990 is a 30 point value
 1989 is a 20 point value
 1988 is a 10 point value
 1987 is a 5 point value

For those Unit employees that are requesting annual leave during this holiday period, for each day requested, the records will be checked to determine if the Unit employee was "on" or "off" duty for each year going back four (4) years. For those Unit employees that were "on duty," they will be given a point value. For those Unit employees that were "off duty," they will be given a "_" point value.

Example: John and Joe want off on Christmas Day:

	<u>1991</u>	<u>1990</u>	<u>1989</u>	<u>1988</u>	<u>Total</u>
John	+40	-30	+20	-10	+20
Joe	-40	+30	-20	+10	-20

*(John gets the day off)

In the event of a tie, the fifth year record is checked for a value of five points. If this does not break the tie, seniority as described in Article 5 will take precedence.

- h. Properly completed SF-71's (Leave Slips) will be received and acted upon starting 0800 on 1 December for the following year's open period (2 January through 30 April).
- i. Normally, requests for annual leave for other than the vacation leave periods, covered by Section I of this Article shall be submitted as soon as practicable prior to

the beginning of the employee's scheduled work shift. Such leave will be scheduled on a first come first served basis. However, if multiple requests are received simultaneously, the senior employee will receive preference.

Section 2. EMERGENCY ANNUAL LEAVE. Every Unit employee is responsible for maintaining regular attendance and for ensuring that the employer is informed of any absence from each scheduled shift. When a sudden or unforeseen situation that requires immediate action necessitates an employee's absence which could not be approved in advance, the employee shall normally notify the Employer prior to the start of his scheduled work shift. If the absence extends beyond the workday, the employee shall keep the Employer informed of the situation and probable date of return to work. The Employer will maintain a liberal leave policy in cases of illness or death in an employee's immediate family and shall grant annual leave, advance annual, or Leave, Without Pay, in accordance with applicable regulations.

Section 3. FORFEITURE/RESTORATION OF ANNUAL LEAVE.

- a. The Parties agree that reasonable attempts will be made to honor an employee's requests for leave, especially where the approved absence is in the "Prime Time" period, or where the approval is granted in advance (e.g. more than 30 days) or where the employee has expended funds (e.g. deposits, tickets, etc.) after approval of a request. Where exigencies of the public business require cancellation of a period of approved leave, such decision will be made by the Employer as prescribed by the regulations. The Employer agrees that priority will be given to rescheduling the leave for any employee whose leave is cancelled. Where two or more employees are currently affected, the seniority definition will be applied within the group to determine the employee order for rescheduling. Employees have the responsibility to schedule leave throughout the year. The Union agrees that it will encourage members of the Unit to schedule leave to avoid forfeiture of leave. **If necessary, however, the Employer may direct an employee to be approved no later than the beginning of the third pay period prior to the end of the leave year in order to provide a basis for restoration if forfeiture occurs.**
- b. When an employee is unable to use a period of leave due to illness, the Parties recognize there is an obligation to permit the employee to reschedule and take the leave as soon as practicable following the employee's return to duty, with due regard to the mission needs of the Fire Department, Annual leave forfeited due to this circumstance shall be restored to the employee subject to provision of applicable regulations.

Section 4. SICK LEAVE PROVISIONS

- a. Unit employees shall accrue and be granted sick leave in accordance with applicable laws and regulations. Normally, Unit employees who are unable to report for work because of an incapacitating illness or injury shall notify by telephone, the appropriate on-duty representative of the Employer in the station prior to the start of their scheduled tour of duty. However, under unusual circumstances, Unit employees may notify the appropriate on-duty representative of the Employer in the station no later than two hours after the start of their schedule tour of duty. In cases of persisting incapacitating illness, employees have an obligation to keep their supervisors informed on a current basis of their expected return to duty.
- b. Unit employees shall be required to furnish a medical certificate to substantiate a request for approval of sick leave when sick leave exceeds 4 consecutive work shifts. Such medical certification includes the diagnosis/prognosis and will specify the fitness of the employee to resume his duties or any restrictions imposed thereto.
- c. In accordance with applicable rules and regulations, sick leave, not to exceed thirty working days' duration, may be advanced to an employee in case of serious illness or disability. The Parties agree that, for the purpose of this section, Drug Abuse and Alcoholism will be considered and treated as illness; and the Employer may grant advance sick leave for rehabilitation purposes.
- d. Unit employee requests for sick leave for medical, dental, or optical examination or treatment shall be made in advance of the date of the scheduled appointment. Approval of sick leave for these purposes is subject to the employee's submittal of a properly completed Standard Form 71, Application for Leave, within two tours of duty after return to work, which certifies that the employee kept the appointment.
- e. The Employer agrees that when a Unit employee becomes seriously ill or is seriously injured while on duty, the employee's next of kin will be notified as soon as practical in accordance with applicable APG regulations. The Employer agrees to provide appropriate transportation to the proper medical facilities when a Unit employee becomes seriously ill or injured.
- f. Employee Counseling. The Employer and the Union recognize "alcoholism and drug abuse/addiction" as treatable illness. Furthermore, both Parties are committed to aiding employees who request assistance in obtaining counseling services for these and other health problems which have an adverse effect on job performance or conduct. The Employer will provide assistance in accordance with applicable APG regulations. Appropriate leave will be granted for the purpose of treatment or rehabilitation as with any other illness.

- g. Employees will be entitled to the benefits of the provisions of both the Family Medical Leave Act (FMLA) and the Family Friendly Leave Act (FFLA) in accordance with the regulations of appropriate authorities. Denial of such benefits may be subject to the grievance procedures of this Agreement.

Section 5. Return to Duty.

- a. An employee returning to duty from sickness or injury with medical limitation placed on his performance of duty by his treating physician or the Employer's Occupational Health Clinic, may be provided work within these limitations, when available.
- b. Employees returning to duty from approved absence of any duration will be granted such rights, privileges and seniority's to which they are entitled in accordance with applicable laws and regulations.
- c.

Section 6. To the extent practicable, the Employer will return requests for leave indicating approval or disapproval within five (5) days. If disapproved, the reason will be provided.

Section 7. It is recognized by the Union that because of the employment of members of the Unit, in cases of conflict between reporting for duty and performing outside activities with firefighting or Civil Defense activities, their official duty at Aberdeen Proving Ground takes precedence. However, if having been summoned to engaged in these activities at a time which reasonably could be expected to still permit them to report for their official duty, and the employee because of unexpected development cannot extricate himself from such activity, the employee may be granted excused absence as provided for in appropriate regulations.

Section 8. Annual leave may be advanced in accordance with Comptroller Bulletin 1-76 appended to this Agreement. A request for advanced annual leave will be submitted by the employee, in writing, to the Employer for approval/disapproval. If an advance is needed, it will be limited to not more than the hours the employee would earn by the end of his anticipated date of separation, whichever comes first. The approved request for an advance of annual leave will be forwarded to the Employer's payroll office no later than the Time and Cost Report affecting the period in which the leave is to be taken. A disapproved request will be returned to the employee, giving the reason for the disapproval in writing.

Section 9. Requests for absence or leave pertaining to matters not covered by the Agreement will be considered and approved in accordance with applicable laws, rules, and regulations (APG Regulation 690-9). Examples of such matters are advanced leave, court leave, jury duty, leave without pay, excused absences, compensatory time, and religious compensatory time.

Section 10. It is agreed that, during severe weather conditions, when the installation is officially closed and all employees (except emergency personnel) are given administrative leave, Unit employees shall be given consideration. If they are late reporting for work because of road conditions and distance to travel, they shall be given administrative leave based on the case.

ARTICLE 10
POSITION DESCRIPTION AND CLASSIFICATION

Section 1. The Position Classification Program will be conducted within the guidelines issued and authority delegated by the Office of Personnel Management. The Employer agrees to maintain current and accurate position descriptions for all positions in the Unit, in accordance with existing instructions. The Employer agrees to notify the Union about proposed changes to Unit position descriptions before making the change. Where action is proposed to modify the job description of an employee in the Unit, the Employer will discuss it with the employee. Upon the employee's request, a union representative may accompany him and participate in the discussion. 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 2. The Employer will notify the Union of any new or revised classification standards affecting unit members. The Employer will afford the Union the opportunity to review draft classifications standards covering Unit employee's positions. The Employer will include the Union comments on draft standards with its submission to higher echelons.

Section 3. The Employer will periodically discuss with each employee the accuracy of the employee's job description. Employees will be freely and fully provided with means of securing review of what they consider to be inequities in the classification of their positions at any time and will be permitted to submit their views concerning any changes in their job descriptions.

Section 4. If a Unit employee believes that his position description does not properly describe the duties he is performing, he has the right to request the Employer to review his work assignments. 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 5. 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 procedure for filing an appeal. The Employer will also furnish the employee (appellant) with a copy of any forwarding letter or endorsement together with all material furnished to the appellate authority. The employee may appeal with the assistance of a representative after such is 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 6. It is agreed and understood that a position description is a written statement of the duties and responsibilities assigned by the Employer to a position which defines the kinds and range of duties an employee may expect to perform within the foreseeable future. The position

description is not in itself an assignment of work. 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 and shall not normally exceed ten percent of the total duties and responsibilities of the position.

ARTICLE 11 DETAILS

Section 1. The Employer agrees that details to vacant positions within the Unit shall be consistent with applicable instructions, laws and regulations. The Employer agrees that the use of details in relation to all vacant positions within the Unit shall be consistent with the spirit of the merit system and, where practicable, details shall be rotated among well qualified employees. Career or Career-conditional employees may be detailed to positions with no known promotional potential at their grade level or below for a period not to exceed one hundred and twenty (120) days during a 12-month period for the purpose of meeting temporary needs of the Employer's work programs when necessary services cannot be obtained by other desirable or practicable means. Employees would normally not be detailed for more than 120 days in a 12 month period, with the understanding that management can go beyond the 120 days if they think the circumstances require it.

Section 2. Subject to the provisions of Section 10 of Article 13, Promotions, competitive promotion procedures will be applied in detailing an employee for more than one hundred and twenty days (120) days in any twelve-month period to a higher grade position or to a position with known promotion potential. This requirement is not to be circumvented by a series of temporary assignments or details of any employees to any one position on a continuous or short intermittent basis. Such details shall be only for the purpose of meeting the Employer's temporary needs when other means are not practical and will not be used as a substitute for permanent action.

Section 3. Except as limited below, any detail of more than thirty (30) days or any detail expected to continue for more than thirty (30) days shall be reported on Standard Form 52 and be maintained as a permanent record in Official Personnel Folders. Such records shall be given due consideration during the evaluation of an employee for promotion. The Employer will inform employees of the reason for the questions by the employee pertaining thereto. This requirement for documentation does not apply to employees detailed to a position identical to their own or in the same grade, series, code and has the basic duties as the position they are regularly assigned to.

Section 4. Details will be kept within the shortest practicable time limits, and a continuing effort will be made to secure necessary services through other appropriate personnel actions.

Section 5. It is agreed that the use of a detail will not be made intentionally to evade or compromise open competitive principles of merit promotion.

Section 6. Personnel requests for details will be processed and placed in the employee's Official Personnel Folder promptly.

ARTICLE 12 TEMPORARY PROMOTIONS

Section 1. The Employer agrees that 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 temporary promotions in relation to all vacant positions within the Unit shall be consistent with the spirit of the merit system and, where practicable, temporary promotions shall be rotated among well-qualified employees. Employees assigned above the level of their position more than 3 calendar days shall be temporarily promoted to the higher level position, commencing effective on the 31st calendar day, if the assignment is extended for unforeseen reasons. Where it is initially expected that the assignment will be for more than 30 calendar days, the employee shall be temporarily promoted to the higher level position at the start of the assignment. In either case, the employee must be qualified for the higher level position.

Section 2. Selections for temporary promotions of one-hundred and twenty (120) calendar days or less in any twelve-month period will be made on a noncompetitive basis by the appropriate supervisor. Competitive promotion procedures must be used if after completing the period of service under temporary promotion an employee will have spent more than 120 days in any twelve-month period (prior service under details and previous temporary promotions included) in higher grade positions during the preceding year.

Section 3. A series of details or assignments to a particular higher level position will not be made solely to evade the principles set forth in Section 1 of this Article.

Section 4. Personnel requests for temporary promotions will be processed promptly. The necessary paperwork will be submitted directly to the Civilian Personnel Office. Promotions will normally be effective not later than the 1st day of the 2nd pay period from the date of request for promotion if all qualifications are met. Where the Employer has sufficient advance knowledge that a temporary vacancy prior to the effective date of assignment. The purpose of this Section is to establish a system for processing requests for temporary promotions as promptly as possible.

Section 5. The Employer may extend the 120 days up to an additional 59 days for use within the 2 years of the effective date of a reduction-in-force or base closure.

ARTICLE 13 PROMOTIONS

Section 1. All promotions will be made in accordance with applicable laws, rules, and regulations.

Section 2. The Employer shall announce all vacancies and newly created positions in the Fire Department by posting a notice of some on all Fire Department Bulletin Boards during the 15 day open period of the announcement. The announcement shall include the basic qualification requirements for the position, specific factors to be evaluated, supplemental experience requirements, and other pertinent information.

Section 3. Merit Promotion is the primary means for consideration of filling a vacancy. The Employer may fill positions by other methods when appropriate, for example:

- a. Selection from the installation Priority Placement List, or the Department of Defense Priority Placement List, or other such lists.
- b. Reinstatement to the same or lower grade level than the last held permanent grade level provided the person was involuntary separated. Persons who have been voluntarily separated will not receive priority consideration in filling a position, concurrent consideration, however, will be given.
- c. Reassignments or demotions of employees to positions with no higher potential than the currently held position.
- d. Selections from the Repromotion List at the same or lower grade level than the position from which separated.
- e. Selections from OPM Registers or other outside sources.
- f. Selection from the Veteran's Readjustment Program Register for entry level positions when the minimum area announcement does not result in a selection from a certificate of three (3) or more highly qualified candidates.
- g. Selection from the program for placement of the handicapped for entry positions when the minimum area announcement does not result in a selection from a certificate of three (3) or more highly qualified candidates.
- h. When it is known or experience has shown that no qualified Unit employees are available.

Section 4. An employee who will be temporarily absent on detail, on leave, at a training course, or on TDY is responsible for providing written information to the Employer as to types of vacancies within the Fire Department for which he would be interested in applying. The Employer must either alert the employee as such vacancies are announced so that he might apply within the time limit, or apply for the employee, whichever is most feasible.

Section 5. The Employer agrees that all relevant fire training and experience acquired outside the confines of APG's Fire Department shall be considered when listed on applications for merit promotion.

Section 6. Unit employees that are candidates for promotions shall be given the following information upon request:

- a. Whether the employee was considered for promotion and, if so, whether eligible or ineligible.
- b. Whether the employee was one of those in the group from which the selection was made.
- c. Who was selected for the promotion.
- d. In what areas, if any the employee should improve to increase his chances for future promotions.

Section 7. Each employee who files an application for an announced promotion will be notified by the Employer whether or not he is qualified for the position.

Section 8. The Union will be furnished a copy of all promotion announcements at the time they are distributed for posting.

Section 9. If an employee is not rated among those employees referred for consideration by the Employer for promotion, he may grieve this determination in accordance with the negotiated grievance procedure set forth in this Agreement.

Section 10. In cases where an announcement has been issued for promotion to a certain grade and title, the same announcement, if still current, may be used to effect additional promotions to the same grade and title which were more recently vacated.

ARTICLE 14 TRAINING

Section 1. Training. Insofar as practicable, will be conducted during the hours 0800 to 16:30, or to meet training requirements as stated in AF 420-90. Weather conditions, such as extreme cold or heat, high wind, etc., will be a factor for consideration. Care will be exercised by all personnel during training exercises, taking into consideration all physical capabilities. Medical personnel will be requested in advance to provide standby service during hot training drills. Standby service means, unless on an emergency response, an ambulance (with a crew of Paramedics or Paramedic/EMT) will be on site in the area where drills are conducted. To the extent practical, training will be scheduled in a manner that will permit the greatest number of employees to maintain high state of proficiency and readiness.

Section 2. The Employer and the Union agree that training and development of employees in the Unit are important in accomplishing the mission of the Employer and the Federal career goals of the employee. The Parties agree to establish, promote, and maintain training programs which are consistent with the mission of the APG's Fire Department. The Parties further agree that employees must develop the knowledge, skills, and proficiency needed for effective performance of their assigned duties and responsibilities.

Furthermore:

- a. The Employer agrees to make a reasonable effort to provide employees the opportunity to take advantage of fire-service related courses. Employer will consider an employee's request for specific training, but the Employer has the discretion to determine whether the training is job-related and needed to perform assigned duties.
- b. In accordance with appropriate laws, rules, or regulations, the Employer will pay for registration fees, tuition, course-related books, supplies, or fees per diem, and travel.
- c. As an exception to the Employer's payment of training costs, in accordance with appropriate law, rule, or regulation, if an employee requires a license as a condition of employment for example to include (but not limited to) employment as a Motor Vehicle Operator; Commercial Vehicle Driver, Water or Wastewater Treatment Plant Operator, or an Emergency Medical Technician, it is the employee's responsibility to pay the fee for the license examination and the fee to obtain the license.

Section 3. It is agreed that the Employer and the Union may schedule meetings, as mutually agreed, to provide the Union an opportunity to submit its views, comments and recommendations regarding the training of Unit employees. The Employer will fully consider the Union's views, comments and recommendations and will respond accordingly.

Section 4. Counseling may be provided by the Employer for those employees who require specific information regarding training and development opportunities.

Section 5. Training directed by the Employer shall be accomplished while the employee is in a duty status. The Parties agree that each employee may use a reasonable amount of "standby time" to keep abreast of the changing technology of his profession.

Section 6. In accordance with applicable regulations, the Employer will conduct an annual "training needs survey" to determine the individual and 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 Unit employees. Copies of these training records shall be provided to the employee upon his request.

ARTICLE 15
REDUCTION-IN-FORCE/CONTRACTING OUT/FURLOUGHS

Section 1. The Employer agrees to notify the Union as soon as the necessity for a reduction-in-force is recognized or required, the extent determined, and authorization obtained. The Employer and the Union recognize the importance of informing the employees of the basis and reasons for a reduction-in-force. The Employer agrees to give the Union a reasonable amount of time to express its views and position regarding the reduction-in-force.

Section 2. All reductions-in-force will be carried out in strict compliance with applicable laws and regulations and in a manner which will cause the least disruption to installation activities. To the extent feasible, reduction-in-force will be achieved through normal attrition. The Employer will make reasonable effort to place employees who would otherwise be separated in continuing positions.

Section 3. Any Career or Career-Conditional employee who is separated because of reduction-in-force will be placed on the reemployment priority list, in accordance with applicable laws and regulations, and will be given priority consideration for rehiring in temporary and permanent positions for which qualified. Acceptance of a temporary appointment within his normal commuting area will not prejudice an employee's right to be offered permanent employment.

Section 4. An employee who has been reduced in grade without personal cause will be considered eligible for noncompetitive re promotion to the grade from which demoted in accordance with appropriate regulations.

Section 5. Employees who have been demoted through reduction-in-force shall automatically be referred for consideration against vacancies for which they are qualified as required by published agency policies and regulation and consistent with the provisions of the Merit Promotion Program.

Section 6. It is agreed that an employee of the Unit who elects to take a demotion in the Unit in lieu of a reduction-in-force action must be able to perform satisfactorily the duties of the lower position where displacement of another employee is involved. The determination as to whether an employee can satisfactorily perform the duties of the lower position rests with the Employer.

Section 7. In the event a reduction-in-force is implemented, the Union will have the right to review retention registers relative to reduction-in-force actions affecting Unit employees consistent with applicable laws and regulations.

Section 8. Contracting Out Fire Protection. The Employer agrees that funds shall be not obligated or expended for the purpose of entering into a contract for the performance of firefighting functions at U.S. Army Garrison, Aberdeen Proving Ground pursuant to P.L. 99-661, Section 1222, modified Section 2693, Chapter 159 of 10 U.S.C.

Section 9. Furloughs. In the event the Employer-determines a furlough is required, the following procedures will apply:

- a. The Union will be informed in advance of:
 1. The reason for the furlough.
 2. The expected length of the furlough.
 3. An estimation of the number of employees affected by the furlough.
- b. All personnel actions will be accompanied in accordance with applicable laws, rules, and regulations.
- c. Unless the furlough results from unforeseeable circumstances, Unit employees will receive at least thirty (30) days advance written notice of the furlough, will be given at least seven (7) days to answer orally and/or in writing, and will receive a written decision prior to being furloughed.
- d. An employee and the Union representative, if designated by employee, will be authorized official time to review supporting material, seek assistance, secure affidavits and other documentary material and prepare and make their reply.
- e. Reduction-in-force procedures will be used when it is anticipated the furlough will exceed thirty (30) days.
- f. Fire Fighters will be furloughed on an hourly basis proportional to non-firefighters.

ARTICLE 16 COMMUNICATIONS AND PUBLICATIONS

Section 1. The Employer agrees to furnish a copy of this Agreement, and any amendments thereto, to each employee of the Unit; present and future, without cost to the Union or any employee. The employee shall sign a receipt for the Employer, acknowledging that he received the Agreement. The Union agrees to provide the Employer the name of any employee who has not been furnished a copy.

Section 2. The Employer agrees to provide space for a Union bulletin board in each location where Unit employees are assigned, in places and size agreed to by the Parties, for the purpose of posting Literature, notices and other information relative to Union events and activities. The Union is fully and solely responsible for posted material in terms of accuracy and adherence to ethical standards. Neither Party shall post material scurrilous remarks or with the intent to defame or malign any individual.

ARTICLE 17

STATION UNIFORMS FOR FIRE FIGHTERS

Section 1. The requirement and condition for the Station Uniform for Unit employees will be in accordance with the provisions of AR 670-10, SOP 670-1 (latest revision) and this Article which provides the best protection possible for the Fire Fighters employed at the APG Fire Department. There will be no changes in the Prescribed Station Uniform without prior consultation/negotiations with the Union.

Section 2. The Employer agrees to provide each Unit employee with two pair of coveralls to be worn during the performance of their assigned duties (sprinkler test, painting details, performing maintenance on fire equipment, etc.) that could lead to the standard uniform being torn, soiled and/or stained. The Employer agrees to replace the coveralls as they become unwearable due to work-related service.

Section 3. Uniform Allowance. Unit employees will be provided a Uniform Allowance (the maximum amount allowable) in accordance with applicable laws, rules, and regulations. The Uniform Allowance is governed by Title V, United States Code, Subchapter 1, Sections 5901, 5902, and 5903.

Section 4. Prescribed (Standard) Uniform. The uniform for Unit employees shall consist of jacket, trousers, shirt, and cap. The Employer agrees to provide a jacket and protective footwear (safety shoes) to Unit employees pursuant to applicable standards.

- a. Accessories. The Employer agrees to provide the accessories for the station uniform that will consist of Hat Badge, Breast Badge, Collar Devices, Name Tag, Fire Department Shoulder Patches and Bell Cap.
- b. Optional/Abbreviated Uniform. Unit employees, while in and out of the Fire Station performing work-related functions, will be allowed to wear white or navy blue tee/sweat job shirts which may express a Union or APG Fire Service related logo that will be color coordinated to the fire service uniform. Unit employees may wear a baseball cap with IAFF or APG Fire Department logo on it in lieu of the Bell Cap while working on routine details inside and/or outside of the Fire Station. Such alternate clothing will be at the expense of the employee, unless required by a mandatory physical fitness program. Appropriate uniform will be required upon leaving the Fire Station for formal functions. After normal duty hours, Unit will be permitted to wear

physical training-type attire in-and-around the Fire Station. Furthermore, after 1630 during their stand-by period, Unit employees will be permitted to wear the station work uniform, the optional abbreviate uniform, and/or relaxed attire in/and-around the Fire Station.

Section 5. Standards of Appearance. When wearing the uniform, Unit employees will at all times present a neat appearance: clothes cleaned, pressed, and in acceptable state of repair. The Employer agrees, that Unit employees shall not be required to wear the Station Uniform to and from work.

Section 6. The Employer agrees to provide and maintain Fire Department Patches for the Uniforms of Unit employees. All other patches worn on the uniform will conform to Uniform SOP.

Section 7. There will be a "phase-in" period for all changes to the present uniform. The length of the "phase-in" period will be agreed to by the Union and Management through negotiations.

ARTICLE 18 HEALTH, MORALE, AND WELFARE

Section 1. The Employer recognizes the necessity of providing and maintaining reasonably comfortable living spaces for Unit employees on duty, such as air conditioning, heating, and adequate furniture, drapes or blinds. To this end, the Employer agrees to provide and replace as needed the following items pursuant to AR 420-90.

- a. Adequate bedding (mattress, pillow, one set of sheets and pillow cases, blanket, bed spread and reading lamps).
- b. Refrigeration for storage of employee's food.
- c. Cooking and eating utensils, including but not limited to: pots, can openers, coffee makers, toasters, microwave ovens, broilers, glasses, plates, bowls, forks, spoons, and knives.
- d. Dishwashers, icemakers, and suitable lounge furniture at each station.
- e. TV and VCR (for training and recreational purposes) at each station.

In addition, the Employer will provide laundry service for linen (once a week) and exchange blankets as needed. The Employer agrees to repair and maintain utilities and/or appliances and correct them as expeditiously as possible when they break down or need replacing. The Employer agrees to inspect the living quarters of all stations on an annual basis for compliance with Federal Health and Safety Regulations. The Employer agrees to supply the Union with a

copy of the inspection report. The Employer further agrees to initiate action to correct any discrepancies within (10) days.

Section 2. The Employer and the Union recognize that the living quarters in the fire station represent space allocated as rest, washroom, and sleeping area for Unit employees, and agrees not to use these areas as public facilities.

Section 3. The Employer agrees to discuss proposed changes or improvements to living spaces with the Union and agrees to consider the recommendations submitted by the Union. The Employer further agrees that the Union will be consulted before approval is granted for any self-help project by Unit employees to improve the fire station(s) facilities which would cause disruption in the use of existing facilities.

Section 4. The Employer agrees that Unit employees will be compensated for their personal effects and equipment damaged or destroyed in the performance of duty to the extent permitted by applicable rules and regulations.

Section 5. It is agreed that the Employer will provide parking spaces in close proximity to their assigned fire station for all Unit employees.

ARTICLE 19 HOURS OF WORK

Section 1. The tour of duty will be promulgated by the Employer in accordance with applicable regulations. The present work schedule (tour of duty) for Fire Fighters and Lead Fire Fighters is six twenty-four tours of duty in a pay period.

Section 2. The normal work schedule for Fire Fighters and Lead Firefighters shall be from 0800-0800, twenty-four consecutive hours of duty. The Parties agree to establish specific policies and procedures as to how the tour of duty will be worked. Normally, Fire Fighters and Lead Fire Fighters will secure from work to standby status at 16:30 hours. For the purpose of this Agreement, actual work and stand-by status is defined as follows:

- a. A Unit employee is performing actual work when, for example, required to stand roll call, inspecting and maintaining fire apparatus and 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 and other related emergencies is present, preparing and maintaining reports and other times, suppressing fires and conducting operations connected therewith, housekeeping, physical fitness, preparing for and standing inspections, monitoring the work of others, and performing other job-related duties assigned by the Employer.

- b. 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 and/or make work" during the employee's stand-by/sleep period.
- c. An employee is performing actual work, rather than being in standby status when his full attention is devoted to his work even though the nature of his work does not require constant activity e.g., a guard on duty at this post, and a technician continuously observing instruments are engage in actual work of their position). Actual work includes both work performed when called out during periods ordinarily spent in a standby status and work performed during regular work periods.

Section 3. It is understood that other work schedules for Fire Inspectors may be in accordance with applicable laws, rules, and regulations when the Employer determines they are necessary.

Section 4. To the extent practical, the Union will be advised in advance when mission support requirements are to be performed during standby time; and personnel selected to perform those requirements are provided with offsetting time from their normal schedule.

ARTICLE 20 NEGOTIATED GREIVANCE PROCEDURE

Section 1.

- a. This procedure is the exclusive procedure available to the Employer, the Union, or any employee or employees covered by this Agreement, for the processing of grievances.
- b. A grievance is defined to be any dispute between the Employer and the Union or any employee or employees covered by this Agreement which may pertain to any matter involving the interpretation or application of (1) this Agreement or (2) published policies and regulations of the Federal Personnel Manual, Department of Defense, Department of the Army (including AR 420-9) and the Command authorities of employees covered by this Agreement which concern personnel policies, practices and matters affecting working conditions. Grievances and conditions of employment are further defined by Sections 7103 (a) and (14) of the Statute, with the exception of:
 - (1) Any claimed violation of Subchapter III of Chapter 73 of the Statute relating to prohibited political activities.
 - (2) Retirement, life insurance, or health insurance.

- (3) A suspension or removal for national security matters under 5 USC 7532.
 - (4) Any examination, certification, or appointment, to include new employees serving under a probationary or trial period.
 - (5) Classification of any position which does not result in the reduction in grade or pay of an employees.
 - (6) Any matter involving a complaint of discrimination based on an EEO complaint.
 - (7) Any matter involving the application or interpretation of the Fair Labor Standards Act (FLSA), or provision of Part 551, Title 5, Code of Federal Regulations, concerning pay administration under the FLSA.
- c. Any aggrieved employee may elect to process an adverse action as defined by 5 USC 7512, or a matter concerning unacceptable performance as defined by 5 USC 4303, either under this negotiated grievance procedure or through procedures established by the Merit Systems Protection Board (MSPB) but not both. An employee shall be deemed to have exercised his option for one of the procedures described above at such time as he timely files under either procedure, whichever comes first.

Section 2. It is the intent of the Parties to this Agreement that any grievance pursued in accordance with this Article shall be fully discussed at each step, with the view in mind of effecting an equitable settlement. In this regard, the Union and the Employer will work together to assure that all grievances of either Party are discussed with each other prior to either Party taking the matter elsewhere for resolution, provided the other Party who has requested to enter into such discussions makes himself available within a reasonable time. Inasmuch as dissatisfaction and disagreements arise occasionally among people in any work situation, the filing of a grievance should not be construed as reflecting unfavorably on an employee's good standing performance, loyalty, or desirability to the Fire Department. It is intended that differences be resolved at the lowest level possible and the Employer and the Union agree to work toward this end. In this connection, a full discussion of problems between the Parties is encouraged before a determination is made by either Party to involve use of these procedures.

Section 3. When full discussion of problems between the Parties does not result in a resolution, the following procedures will be observed in seeking a formal resolution. All time limits adopted herein are intended to prevent delays in correcting the conditions which give rise to grievances, but may be extended by mutual agreements. Otherwise, failure of the Employer to observe the stated time limits for any step in the procedures shall entitle the Union or employee to advance the grievance to the next step. Failure of the Union or employee to observe the stated time limits shall constitute withdrawal of the grievance.

- a. STEP ONE: The grievance shall be presented in writing to the immediate supervisor within 20 calendar days after being informally discussed. The written grievance will contain the following:
 - (1) A description of the grievance, and date filed, as well as date of alleged occurrence of incident/action being grieved.
 - (2) A statement of the remedial action or relief sought;
 - (3) A summary of the result of the informal discussion;
 - (4) A statement of reasons why the remedy should be granted;
 - (5) The name of the Union representative designated to handle the grievance.

Within 14 calendar days after receipt of the grievance, the immediate supervisor shall meet the Union representative, the aggrieved employee if he desires to be present when the grievance is employee initiated, to attempt resolution of the grievance. The immediate supervisor shall render the Union a written decision with 14 calendar days after close of the meeting(s). If the decision is not acceptable, the grievance may be advanced to Step Two.

- b. STEP TWO. The grievance shall be submitted in writing to be the Fire Chief or Assistant Fire Chief acting for him, providing he was not the decking official at Step One, within 7 calendar days after the receipt of the decision rendered in Step One, who shall arrange to meet the aggrieved employee, and/or Union, and the Employer, in an effort to reach a satisfactory settlement. The Fire Chief, or Assistant Fire Chief, shall render the Union a written decision within 7 calendar days after close of the meeting(s). If the decision is not acceptable, the grievance may be advanced to Step Three.
- c. STEP THREE. The grievance shall be submitted in writing to the Commander, U.S. Army Garrison, Aberdeen Proving Ground (ATTN: Chief Management-Employee Relations Division, Civilian Personnel Office) within 7 calendar days after receipt of the decision rendered in Step Two. The Commander, or his designated representative, shall meet within 7 calendar days of receipt of the grievance to discuss the grievance with the President and other appropriate officials of the Union, the aggrieved employee, and appropriate management officials. The Commander's decision shall be rendered to the Union in writing within 15 calendar days after the close of the meeting(s). If the decision is not acceptable, the grievance may be submitted to impartial arbitration in accordance with the provisions of Article 21, "Arbitration."

Section 4. At each step of the grievance procedure, the Parties may call a reasonable number of witnesses who have testimony relevant to the grievance. Members of the Unit appearing as witnesses while in a duty status shall not suffer loss of leave or pay.

Section 5. The Employer shall provide the Union with pertinent information from official records which it may request or permit review of such, to aid in resolving specific grievances insofar as permissible without violating laws, rules, or regulations.

Section 6. In the event either Party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. Disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

Section 7. Except in the case of disciplinary actions, the Union and the Employer agree that individual identical grievances will be joined at Step Two and processed as one grievance throughout the remainder of the procedure. The Union will select one employee's grievance for processing and the decision thereon will be binding on all others in the related grievances.

Section 8. Reasonable time during working hours will be made available for employees and Union representation to discuss, prepare for, and present grievances, including attendance at grievance meetings with officials of the Employer. Individuals attending grievance meetings will be allowed official time for the duration of scheduled meetings.

Section 9. An employee has the right to present a grievance on the employee's own behalf. The Union has the right to be present during the grievance proceeding.

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 to the Fire Chief, The Union President or his designee within ten (10) calendar days of the written submission, and the Fire Chief will render a written decision within ten (10) calendar days after such meeting. If the decision is unacceptable, the matter may be submitted to Arbitration in accordance with Article 21 of this Agreement.
- b. Employer Grievances. The Employer may initiate a grievance by submitting it in writing to the Union President. The Representative of the Employer and the Union President or designee will meet within ten (10) calendar days of the written submission, and the Union President will render a written decision within ten (10) calendar days after such meeting. If the decision is unacceptable, the matter may be submitted to Arbitration in accordance with Article 21 of this Agreement.

Section 11. Grievance Meditation.

- a. When either Party has involved arbitration, the Parties may mutually agree to request that the Parties participate in "Grievance mediation" if mediation is

requested, the Parties will jointly request the Federal Mediation and Conciliation Service (FMCS) to participate.

- b. In mediation, the Parties shall be represented by a negotiation committee and relevant persons, but such representation shall not exceed for four (4) for either Party.
- c. The Parties agree to use the guidelines for grievance mediation established by FMCS.
- d. If the Parties voluntarily reach settlement, they will be bound by the settlement as if it were a grievance/arbitration decision. If no settlement is reached, the moving Party may proceed to arbitration by notifying the other Party in writing within 10 (10) calendar days, the grievance will be set for binding arbitration pursuant to Article 21 of this Agreement.

ARTICLE 21 ARBITRATION

Section 1. In the event a grievance processed through Article 20, "Grievance Procedures," is not satisfactorily settled, the matter may be submitted to arbitration. Arbitration may be invoked only by the Employer or the Union within 30 calendar days following receipt of the final decision on the grievance under the negotiated grievance procedure. A copy of the appropriate request form for arbitration from the Union shall be submitted to the Management-Employee Relations Division, Civilian Personnel Office, U.S. Army Garrison, Aberdeen Proving Ground, to the Commander's attention. Arbitration requests from the Employer shall be submitted directly to the President of the Union.

Section 2. Within seven calendar days from the date of receipt of a valid arbitration request, the involved Parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of seven impartial persons qualified to act as arbitrators. The Parties shall meet within five 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.

Section 3. Prior to the notification of the selection of a specific arbitrator, the Parties shall meet for the purpose of defining the issues to be arbitrated. If agreement can be reached, the issue(s) to be arbitrated, the Articles and Sections of the Agreement alleged to have been violated, a copy of the Agreement, the grievance, and the decision at each step, and any other information as agreed to by the Parties, shall be forwarded to the arbitrator upon his confirmation of the appointment. Nothing above shall be a basis for deferring or cancelling the

arbitration hearing. The arbitrator's fee and expense and the expense of any mutually agreed upon services considered desirable or necessary in connection with the arbitration proceedings shall be borne equally by the Employer and the Union, except that the Employer's share of the cost shall not exceed that authorized applicable regulations.

Section 4. It is expected that arbitration hearings shall normally be held during the regular day shift hours, Monday through Friday. In this connection, employee appellants or grievants and employees serving as representatives shall be excused from duty to participate in the arbitration proceedings without loss of pay or change to annual leave. Employee witnesses shall be made readily available to participate in arbitration proceedings when called and shall not suffer loss of pay or charge to annual leave when participating.

Section 5.

- a. All Parties to this Agreement recognize time is of the essence in arbitration proceedings and that all rights, interest, and claims under this Agreement shall be pursued with the utmost diligence. Arbitrations, therefore, shall be held as soon as possible after the selection of an arbitrator. Requests by either Party for postponement after agreement on a hearing date shall be made only for good and sufficient reason.
- b. Any fees, costs, or penalties, charged by the arbitrator by reason of cancellation or postponement of any hearing shall be borne in full by the Party to this Agreement requesting the postponement or cancellation.

Section 6. The decision of the arbitrator shall not change, modify, alter, delete or add to the provision of this Agreement. The Parties 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 Parties would not be precluded from introducing background material.

Section 7. The arbitrator will be requested to render his decision as quickly as possible, but within thirty (30) calendar days after the conclusion of the hearings unless the Parties otherwise agree.

Section 8. Although the arbitrator's decision is considered binding, either Party may file exceptions to the arbitrator's award with the Federal Labor Relations Authority under regulations prescribed by the Authority.

ARTICLE 22 VOLUNTARY WITHHOLDING OF UNION DUES

Section 1. The Employer will deduct Union dues from the pay of those eligible employees who voluntarily authorize such deductions on Standard Form 1187 who are members of the Union who have applied for membership in the Union.

Section 2. In order for the Union dues, which consist of the regular periodic required to maintain a member in good standing in the Union, to be deducted by the Employer from the pay of an employee each pay period, the following requirements must be met by the Union:

- a. The employee desiring to have dues deducted from his biweekly pay must be a member in good standing in the Union or must have applied for membership in the Union contingent upon the payment of the first month's dues by means of monetary allotment as provided herein.
- b. The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of dues. When an employee uses dues deduction and is in a nonpay status for the entire pay period, no deduction will be made to cover that pay period. In the case of an employee who is in a nonpay status for part of a pay period, dues will be deducted, provided this pay is sufficient to cover such deductions after other deductions are made.
- c. The employee must have submitted through the Union a voluntary authorization for deductions on Standard Form 1187 which will be supplied by the Union. The Union will complete and sign Section A of Standard Form 1187 and transmit same to the payroll office of the Employer.

Section 3. Deduction of dues designated on Standard Form 1187 will commence not later than the first pay period following the pay period the form was processed by the payroll office.

Section 4. The amount of dues deducted each biweekly pay period shall be that certified by the Union in Section A of Standard Form 1187 or the amount specified by the Union at a subsequent time after receipt of Standard Form 1187. Any change in the amount of dues of deduction certified by the Union, will be effective the first pay period following the pay period the notice of change is received by the payroll office. A change in the amount of allotment for payment of dues and which blankets all Unit employees on allotment for may not be made more frequently than once each twelve months.

Section 5. An allotment for the deduction of any employee's regular dues may be revoked through submission to the Employer a Standard Form 1188 properly executed in duplicate by the employee. However, a written request for revocation of an allotment and signed by the employee will be acted upon even though not submitted on Standard Form 1188. The Union agrees to authenticate the employee's anniversary date before the Standard Form 1188 (or substitute document is submitted to the Employer for action. A copy of any revocation notice received by the Employer will be immediately transmitted to the Union. Any such revocation notice received by the Employer will be immediately transmitted to the Union. Any such revocation of allotment for deduction of Union dues will become effective the first day of the first full pay period following the employee's next anniversary date, provided Standard Form

1188 (or suitable substitute) is received by the Employer's payroll office on or before the anniversary date. Revocations received after that date shall be held until the next anniversary date. The anniversary date is the date on which the employee authorized the dues deduction.

Section 6. An employee's voluntary allotment for payment of his regular Union dues will be terminated by the Employer's payroll office with the beginning of the first pay period following the pay period in which any of the following occur:

- a. Loss of recognition by the Union.
- b. Transfer of the employee authorizing dues deduction outside of the unit.
- c. When the Agreement ceases to be applicable to the employee.
- d. Receipt by the Employer's payroll office of written notification from the Union that the employee has been expelled or has for any reason ceased to be a member in good standing of the Union.

Section 7. The Union is responsible for promptly notifying, in writing, the Employer when any member of the Union is expelled or for any reason ceases to be a member in good standing.

Section 8. The Employer will transmit to the Financial Secretary or Treasurer of the Union not later than three (3) workdays after each payday the following:

- a. An alphabetical list in duplicate containing the names and payroll numbers of employees authorizing voluntary allotments of dues. The list will also include the total monetary amount of the allotment deductions together with the total number of each deductions.
- b. A check drawn on the Treasurer of the United States and made payable to the Union in an amount equal to the grand total of all such deductions.

Section 9. It is the responsibility of the Union to inform each of its members on the voluntary nature of authorization for allotment of pay to cover dues and of the prescribed procedure for authorizing the allotment, as well as the provisions and procedure for revoking an authorization as set forth in Sections 2 through 9 of this Article.

Section 10. This Article is subject to reopening in accordance with the Article 29 of this Agreement. The termination or expiration of this Agreement does not terminate this Article.

ARTICLE 23
SAFETY AND OCCUPATIONAL HEALTH

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 to comply with existing and future Department of Defense and Department of the Army directives, National Fire Protection Association (NFPA) Standards, and Occupational Safety and Health Agency (OSHA) regulations. The Union agrees to cooperate with the Employer by encouraging employees to work in a safe manner and wear protective equipment prescribed by the Employer and to report observed safety and health hazards to the Employer in accordance with applicable procedures.

Section 2. The Union recognizes that it is the responsibility of each Unit employee to observe safe work practices; therefore, the Union will promote the maintaining of an effective and continuous accident prevention program by ensuring Unit employees obey all safety and health rules and to work in a safe manner. In cases where an employee alleges a condition exists that is detrimental to the health and/or safety of the Employee or others, that employee should make a written report indicating such conditions to the Employer for action. The Employer shall take prompt action to ascertain the facts upon receiving the report from the Union employee. Furthermore, should be degree of authenticity to the report, appropriate action will be taken to abate the unsafe/unhealthy condition.

Section 3. The Employer agrees to staff and operate all required Fire Apparatus pursuant to the provisions of higher authority law, rule, and regulation. The Employer agrees that any deviation to the minimum staffing requirements established by the Department of Defense (DOD) and the Department of the Army will only be accomplished after a waiver has been granted by the Secretary of the Army or his designated representative. 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 initiated by the Employer in additions to any approved waivers granted by the Secretary of the Army upon request.

Section 4. Protective clothing furnished to Unit employees will be in accordance with the requirements of 29 Code of Federal Regulations (C.F.R.) 1910-156 and NFPA Standards 1500 (latest revision). Employees shall be responsible for the condition of items furnished and the return of such items as required by the Employer. Equipment utilized by Unit employees will also be in accordance with the requirements of 29 C.F.R. 1910.156 and NFPA Standards 1500 (latest revision). The Employer agrees to replace protective clothing and equipment when worn out. This equipment includes, but is not limited to, the Fire Fighters' Protective clothing. Self-Contained Breathing Apparatus (SCBA) masks, Personal Alert Safety System (PASS) devices, prescription safety glasses, sun glasses and inserts for SCBA masks, eye protection, hearing protection, and nomex hoods. Additional equipment will be provided as needed. A Unit employee will not be required to share any part of his turnouts and/or protective equipment with another employee.

Section 5. The Employer shall provide for the inspection and testing of the structural integrity and safety of the following equipment utilized by the fire service at Aberdeen Proving Ground Support Activity in accordance with governing regulations:

- a. Aerial ladder
- b. Fire hoses
- c. Safety belt
- d. Ground ladders
- e. Rescue ropes
- f. Self-contained breathing apparatus (SCBA)
- g. Personnel protective clothing and equipment

The results of these tests will be made available to the Union upon request. The Employer agrees to take prompt and appropriate action when an unsafe condition involving apparatus and/or equipment is reported to or observed by the Employee. Repairs will be accomplished by certified personnel as determined by management. New and replaced equipment will meet applicable standards. The Employer agrees that all emergency motorized firefighting apparatus and equipment will receive top priority for maintenance, to insure that this apparatus and equipment will be in safe operating condition as outlined in the applicable technical manuals for said apparatus and equipment. The Employer further agrees that any piece of apparatus and/or equipment not in safe operating condition will be dead lined until such time as the deficiencies are properly corrected.

Section 6. The Employer shall provide appropriate training on safety and industrial health matters relating to the work environment; this includes the use and proper maintenance of, protective clothing, devices, and equipment. Extreme weather conditions will be considered when scheduling drills/training.

Section 7. The Employer shall conduct a medical surveillance program to assist all employees to maintain optimum health on the job. Unit employees shall be given medical and physical evaluations with emphasis on Cardiac and Respirator Diseases in accordance with existing standards for the Fire Fighter occupation. The physical examination is to include EKG, Chest X-Ray, Pulmonary Function, Urinalysis and blood work along with all other required medical exams to ensure the employee is in good physical condition. Employees shall cooperate with the Employer in the implementation of the APG's health programs. The Employer agrees, that after the initial medical physical by the Employer upon being hired, Unit employees (at their

own expense) have the option of taking their yearly physical by their personal physician or APG's medical facility. The employee must bring in results of the physical to the APG's Medical Department thirty (30) days prior to his required yearly physical. All physical examination results will be annotated on the appropriate Department of the Army's forms. In addition, the Employer agrees, that all Unit employees will be inoculated for all communicable diseases, pursuant to existing laws, rules, and regulations.

Section 8. The Employer agrees that employees subjected to infectious diseases, hazardous substances, toxic fumes, epoxy paint, radiation, etc., shall be given an appropriate physical evaluation as soon as practicable after the exposure. The employer will maintain an up-to-date Hazardous Materials Exposure Record for all Unit employees. The Employer agrees to provide the Union a copy of this record upon request. The Employer further agrees to notify the Union, in a timely manner of all recordable motor vehicle accidents and/or fire/medical emergencies which occur within the Unit.

Section 9. 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 and the U.S. Army Garrison, Aberdeen Proving Ground.

Section 10. With the ongoing concern toward 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 when handling the victim may be cause for concern.

Section 11. Rehabilitation during Emergency Operations. The Employer shall maintain an awareness of the condition of Unit members operating within their span of control during emergency and ensure that adequate steps are taken to provide for their safety and health. The command structure shall be utilized to request relief and reassignment of fatigued crews. The incident commander shall consider the circumstances of each incident/hazardous stand-by and make suitable provisions for rest and rehabilitation of 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 standby. A Fire Department SOP/Policy letter will be developed on how food and fluid will be obtained.

Section 12. The Employer agrees to provide emergency medical service and/or ambulance services at all live fire training exercises. The Employer agrees to arrange for emergency medical service and ambulance service at all working fires and any other health or life-threatening emergency involving Unit employees.

ARTICLE 24
INJURY COMPENSATION LIGHT DUTY; AND
PUBLIC SAFETY OFFICERS' BENEFIT ACT

Section 1. As employee who is injured or suffers an occupational disease in the performance of his duties will be compensated in accordance with applicable rules and regulations. The Employer agrees to counsel the employee on the procedures for 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 representation shall be authorized in writing by the claimant.

Section 2. The Employer agrees to process claims for injury compensation in accordance with rules issued by the Office of Worker's Compensation Program (OWCP), in accordance with the Federal Employees' Compensation Act (FECA). It is agreed that Unit employees who incur a job-connected injury or occupational disease will complete the appropriate form (CA-1 for injuries; CA-2 for occupational diseases) in a timely manner. Injury claims should be reported within two (2) calendar days of the incident. If the employee is incapacitated because of his job-connected injury or occupational disease, the Employer will prepare the appropriate form in the employee's behalf. In all cases where a CA-1 or CA-2 is completed by the employee, the Employer will complete the Employer's portion of the CA-1 or CA-2, and assure that any known witnesses to the accident provide signed statements. The Employer will insure that any known witnesses to the accident provide signed statements. The Employer will insure that any injury reports are provided expeditiously to the OWCP. Notification of an employee's supervisor expeditiously as possible in order to aid in resolving work status.

Section 3. A Unit employee will receive pay without charge to leave for the time required to obtain emergency treatment during his regular tour of duty on the day when the injury occurs. When directed by medical authorities, time spent for medical and X-ray examinations will be considered duty time.

Section 4. If an employee of the Unit is transferred to another shift while on compensation, the employee may request return to the previously assigned shift by making such request in writing to the Fire Chief concerned upon the employee's return to duty. The Fire Chief will reply to the request in writing within seven (7) calendar days.

Section 5. The Employer may assign an employee duties commensurate with instructions of the physician of record when an employee is capable performing such duties and such an assignment is determined by the supervisor to be necessary and reasonable to meet the mission of the Department and such position is available.

Section 6. Light Duty. The Employer agrees that, in accordance with applicable instructions the Policy of APG is to utilize the extent practicable those Unit employees who are medically restricted (temporary or permanent) as long as their services can be used effectively and will not cause further harm to themselves or others. The Employer shall make every reasonable effort to utilize 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 7. Public Safety Officer's Benefit Act (PSOB). The PSOB is a law under which a claimant who has a certain relationship to a Fire Fighter who died because of fire fighting activity, can be entitled to a monetary benefit. The Department of Justice, Bureau of Justice Assistance, Public Safety Officers' Benefits Division, administers the program. Unit employees are advised to keep potential claimants, i.e., spouses, children, and or parents informed. A claim for death benefits must be filed within one year, and medical evidence will be required to support the claim. The Employer agrees to keep accurate records of all Unit employees to ensure that all relevant and/or required information is maintained to date. The Employer and the Union will assist claimants in processing claims for PSOB benefits.

ARTICLE 25 SHIFT EXCHANGES

Section 1. Trading of time refers to the practices in which one Unit employee may substitute for another on regularly scheduled tours of duty (or for some part thereof) in order to absent himself or herself to attend to purely personal pursuits. The practice will be deemed to have no effect on hours of work where the following criteria are met:

- a. The trading time is done voluntarily by Unit employees and not at the behest of the Employer.
- b. The trading of time is due to employee's desire or need to attend to personal matters.
- c. The period during which time is traded and paid back takes place within the same pay period.

Section 2. Employees desiring to trade will submit requests in writing on or before the shift prior to the requested trade indicating the dates and hours of the trade. The written request for trade will serve as the approval when signed by an authorized supervisor and will be retained for 30 days as a record of the trade (see Appendix B for Shift Exchange/Early Relief Application).

Section 3. Early relief refers to the practice in which Unit employees may relieve another employee on the previous shift or tour of duty prior to the scheduled starting time. Such early relief may occur pursuant to employee agreement either expressed or implied. This practice will not have the effect on increasing or decreasing the number of compensable hours of work where it is voluntary on the part of the employees. The following criteria are applicable to this practice:

- a. Employees reporting in on early relief will be required to report to the immediate supervisor on duty along with the employee being relieved.
- b. Early relief is limited to one hour or less.

c. Early relief will be balanced off prior to the end of the current pay period.

Section 4. The trading time and early relief are both practices which require the Employee's approval and will not be permitted where such practices would interfere with mission requirements. The Employer will not withhold approvals arbitrarily.

Section 6. The Union and the employees agree that the trading of time and early relief practices are due to employees desires and conveniences and that no grievance will be established related to this Article.

ARTICLE 26 DISCIPLINARY AND ADVERSE ACTIONS

Section 1. The Employer and the Union agree that the purpose disciplinary action is to correct the offending employee and maintain discipline and morale among other Unite employees. For the purpose of this Agreement, the term "Disciplinary Actions" includes letters of reprimand and suspensions of not more than fourteen calendar days and are grievable under the negotiated grievance procedure. Letters of caution and/or requirement are not disciplinary actions and will not be placed in the employee's Official Personnel Folder. However, they are grievable under Article 20, the negotiated grievance procedure.

Section 2. Disciplinary actions shall be taken for just cause. Consideration shall be given to the minimum disciplinary remedy that can be reasonably expected to correct the offending employee(s) and maintain discipline and morale among other employees.

Section 3. Prior to initiating disciplinary action, the following procedures normally will be followed:

- a. A preliminary investigation or inquiry will be made to determine the facts, part of this preliminary investigation may include a discussion with the affected employee. Normally, this discussion will be held within two weeks after the facts are established.
- 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 may have a Union representative 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 4. Disciplinary and adverse actions shall be initiated and effected in accordance with the provisions of this Agreement and applicable laws, and regulations.

Section 5. Any employee against whom a category whom a disciplinary action is proposed shall be notified in writing, in duplicate, of the reasons for such action. If any disciplinary action is not sustained against the employee, all references to such action will be withdrawn from the employee's Official Personnel Folder.

Section 6. Disciplinary proposals should be timely. The Employer will make reasonable effort to propose discipline as soon as possible after completion of its investigation into the incident.

Section 7. When the employee does not elect to have the Union represent him, the Union will be advised of the terms and conditions of any settlement or resolution of the disciplinary or adverse action.

Section 8. The employee and the Union may exercise their right to grieve disciplinary action under provisions of this Agreement, starting at Step Three of the procedure. The employee and his Union representative are entitled to a reasonable amount of official time to prepare and present the grievance. The Employer may stay a penalty if a grievance is filed with, on its face, appears meritorious and material to the imposition of the discipline.

Section 9. The Employer, at the request of the employee, will furnish all documents and any other supporting material which the Employer relied upon to support their disciplinary action, in accordance with applicable laws, rules, and regulations.

Section 10. The Employer agrees that prior to the taking of a verbal or written statement from an employee or when an employee is going to be questioned on matters which may lead to a disciplinary action, the employee(s) must be advised at that time of his right to be represented by the Union. The employee may represent himself. (If the employee(s) designates the Union, a reasonable amount of time will be allowed for the Union representative to become available).

Section 11. The Parties 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 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 20, or can be appealed through the Merit systems Protection Board, but not both.

Section 13. Nothing in this Agreement prevents the Employer from counseling "Last Chance Agreements" (LCA). Last chance Agreements are instruments 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.

Section 14. In adverse action appeals before the Merit Systems Protection Board, an employee who is designated Union representatives may be present without loss of leave or pay provided that the employee has designated that individual as his personal representatives in the matter being appealed, or the Union has designated the Union representative as an official advisor to the employee's representative for the appeal, and provided that the employee who is the Union representative would otherwise be a duty status.

ARTICLE 27 GENERAL PROVISIONS

Section 1. It is the policy of the Employer to make available pre-retirement counseling on an individual basis to any unit employee who requests it. Employee participation in this retirement planning program is strictly optional:

- a. Individual counseling can be given to an employee during normal duty hours (0800-16:30, Monday through Friday) without charge to leave or loss of pay if the employee is otherwise in a duty status. The employee must schedule an appointment through the Employer for counseling.
- b. The employee, upon request, may have a Union representative attend a scheduled retirement counseling session.

Section 2. Employee Suggestions. The Employer encourages all Unit employees to participate in the Employer's suggestion program. The Employer agrees to process employee suggestions in accordance with applicable regulations. The Employer will assist employees in assuring that suggestions are in the correct format for evaluation. It is the desire of the employer that all suggestions be processed in a timely and expeditious manner. It is agreed that employees who encounter unwarranted delays in receiving a final determination regarding their suggestion may, upon the employee's request, be accompanied by a Union representative when discussing the matter with the officials responsible for administration of the program.

Section 3. Within-Grade Increases (WGI). The granting and/or denial of a WGI shall be taken in accordance with applicable regulations, Granting and Denying a WGI for General Schedule (GS) Employees.

Section 4. Performance Evaluation. The Performance Appraisal Review System for Unit employees will be administered in accordance with the provisions of Army Regulation 690-400, Chapter 4302, Total Army Performance Evaluation System (TAPES).

Section 5. Employee Personnel Records. In the event a supervisor decides to maintain a working file on an employee, it shall be limited to documents and records pertinent to the supervisor and the employee. The contents of any working file shall be made available for review upon request by the employee. Materials in the working files which are no longer relevant to the supervisor and employee shall be destroyed.

ARTICLE 28 PHYSICAL FITNESS

Section 1. The Employer shall establish, maintain, and provide a Physical Fitness Program to enable Unit employees to develop and maintain an appropriate level of fitness safely perform their assigned functions. The maintenance of fitness levels specified in the program will be based on fitness standards determined by the Employer, pursuant to existing Army regulations that reflect the individuals assigned functions and activities, and that are intended to reduce the probability and severity of occupational illnesses and injuries.

Section 2. Pursuant applicable instructions, the Employer shall require the structured and mandatory participation of all Unit employees in the physical fitness program. Since this is a new program and one that has been found safe and effective for evaluation and improving the aerobic capacity of firefighters, Unit employees will not begin the program until they have undergone their required annual physical examination.

Section 3. The Employer agrees to provide and maintain all the required adequate and necessary space and equipment in each Fire Station to support the physical fitness program.

Section 4. Unit employees returning to work from extended absence due to illness or injury will require medical certification by the Employer's medical facility to participate in the Fire Department's Physical Fitness program.

Section 5. Upon approval of the Employer, employees may use the gym facilities in the area where they are assigned. Approval may be granted individually or as a group in service as a company at any time during a shift other than the ten (10) hour period of assigned work. It is the intent of the Parties that such approval will not be withheld arbitrarily or capriciously and that denial of such requests should be based on operational demands.

Section 6. The use of the gym facilities will be limited to one and a half (1-1/2) hours. This allows time for exercise and travel. This time must be taken during the gym facilities' normal operating hours.

Section 7. All personnel while at the gym must remain in radio contact in the event of an emergency or change in mission requirements and take appropriate turnout gear and safety equipment with them.

Section 8. With emphasis placed on firefighting personnel as a target group for anti-smoking educational programs as suggested in AR-420-90 and in the interest of good health and physical

conditioning, employees who smoke may be granted duty time, consistent with operational demands, to attend smoking cessation programs offered at the installation with prior approval of the Employer. Since attendance at such programs offered at the installation with prior approval of the Employer. Since attendance at such programs is voluntary, any costs incurred will be borne by the employee wishing to attend. Should a smoking cessation program become Government-sponsored and funded, employees may be scheduled for attendance without charge.

ARTICLE 29 DURATION AND CHANGES TO THE 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 Office of the Secretary of Army and/or his designated representative, unless either Party notifies the other in writing at least 90 days prior to the next anniversary date of intentions to re-negotiate a new Agreement. When either Party requests to re-negotiate the Agreement, the provisions of this Agreement shall be honored until a new Agreement becomes effective, except for those provisions of this Agreement shall be honored until a new Agreement becomes effective, except for those provisions that are contrary to any law, rule, regulation, Executive Order or Public Law 95-454.

Section 2. This Agreement, except for its duration period as specified in Section 1, may be opened for amendment by mutual consent of the Parties. 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 matters involved. If the Parties agree that opening is warranted on any such matter(s), they shall proceed with negotiations. Negotiations shall be strictly 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 Office of the Secretary of the Army and/or his designated representative and will remain in full effect until modified or terminated in accordance with Section 1.

Section 3. No Agreement, alternation, 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 Employers, the Union, and the Unit employees at the present time, which are not included in this Agreement, shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual consent of the Parties or as required by law, rule, and/or regulation.

Section 6. This Agreement shall automatically terminate whenever it is determined that the Union is no longer entitled to exclusive recognition under the Statute.