

INSTALLATION MANAGEMENT COMMAND  
(FORMERLY KNOWN AS INSTALLATION  
MANAGEMENT AGENCY)

YAKIMA TRAINING CENTER FIRE DEPARTMENT,  
YAKIMA WASHINGTON

AND

INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS, LOCAL F-295



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## **PREAMBLE**

PURSUANT TO CHAPTER 71, TITLE 5 U.S. CODE, THE FOLLOWING ARTICLES CONSTITUTE AN AGREEMENT BY AND BETWEEN YAKIMA TRAINING CENTER, HEREINAFTER REFERRED TO AS "MANAGEMENT" AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS F-295, HEREINAFTER REFERRED TO AS THE "UNION."

## **ARTICLE 1**

### **RECOGNITION AND UNIT DETERMINATION**

SECTION 1. Management recognizes that the Union is the exclusive representative of all employees in the unit (as defined in Section 2, below). The Union recognizes its responsibility of representing the interests of all bargaining unit members in matters affecting general working conditions.

SECTION 2. This agreement is applicable to all General Schedule employees in the Installation Management Command (formerly known as Installation Management Agency), Yakima Training Center Fire Department at Yakima, Washington. All professional employees, management officials, supervisors, and employees described in 5 USC 7112(b) (2), (3), (4), (6) and (7) are excluded.

## **ARTICLE 2**

### **PURPOSE**

Management and the Union representing the bargaining unit employees of Yakima Training Center Fire Department desire to enter into a Labor-Management agreement which will have for its purpose, among others, the following:

- (1) to promote fair and reasonable working conditions;
- (2) to promote modern and progressive work practices for improved employee performance and efficiency;
- (3) to promote high morale and responsibility;
- (4) to provide a means to promptly adjust differences arising between Labor and Management related to matters covered by this Labor-Management agreement;
- (5) to work together by promoting effective communication, cooperation, and consideration of ideas raised by either Party when formulating personnel policies and practices related to conditions of employment; and
- (6) to provide a safe and healthful work environment.

### ARTICLE 3

#### MATTERS APPROPRIATE FOR DISCUSSION AND NEGOTIATION

SECTION 1. It is agreed and understood that matters appropriate for discussion and negotiation between the parties are personnel policies, practices, and matters affecting working conditions.

SECTION 2. Except as otherwise provided in this negotiated contract agreement, the point of contact for the purpose of discussion or negotiation of any issue regarding the administration on or application of this Agreement shall be the duly-elected President or his designated representative for the Union, and the Yakima Training Center Commander or his designated representative for Management. If either or neither of these officials is available, the Parties will ensure that a duly-authorized representative will be present and have full authority to perform such functions.

### ARTICLE 4

#### MANAGEMENT RIGHTS AND GUIDELINES

SECTION 1. In the administration of all matters covered by the agreement, the parties and employees are governed by existing and future laws and the regulations of appropriate authorities; by published Department of Defense (DOD) and the Department of the Army (DA) regulations in existence at the time the agreement was approved; and by all subsequent published DOD and DA policies, regulations, and laws of the appropriate authorities.

SECTION 2. The provisions of this contract will apply except when in conflict with present or future applicable statutes, DOD regulations, DA regulations, or government-wide regulations issued by an appropriate authority. When a future statute, DOD or DA or government-wide regulation is issued that is in conflict with the provisions of this contract, Management will notify the Union of the change. This notification will be provided to the Union within fifteen (15) calendar days of Management's receipt of the change. After notification, the Union shall have fifteen (15) calendar days to request bargaining on the impact and implementation of the change.

SECTION 3.

- A. Subject to subsection (B) of this section, nothing in this chapter shall affect the authority of any management official of any agency
  - (1) to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
  - (2) accordance with applicable laws-

(A) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(B) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

(C) with respect to filling positions, to make selections for appointments from-

(i) among properly ranked and certified candidates for promotion; or

(ii) any other appropriate source; and

(iii) to take whatever actions may be necessary to carry out the agency mission during emergencies.

B. Nothing in this section shall preclude any agency and any labor organization from negotiating

(1) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

(2) procedures which management officials of the agency will observe in exercising any authority under this section; or

(3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

## ARTICLE 5

### RIGHTS OF THE EMPLOYEES

SECTION 1. Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. This 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 organization to heads of agencies and other officials of the Executive Branch of the Government, Congress, or other appropriate authorities.

## SECTION 2.

- A. The terms of this agreement do not preclude any employee from bringing issues of concern to the attention of appropriate officials of the agency in accordance with applicable laws and regulations.
- B. If the employee wishes to discuss a problem or potential grievance with a Union representative, the employee shall have the right to contact and meet with the Union representative on duty time. The employee will be released from duties to contact and meet with the Union representative when he/ she requests to exercise this right, less there is an operational exigency.

## SECTION 3.

- A. Employees may request a Union representative be present at any Management examination or investigation where it is reasonable to assume that the result of that examination or investigation could lead to disciplinary action. This does not apply to the day-to-day work related communication between a supervisor and an employee or to a discussion concerning job performance evaluations.
- B. The Union representative has an active role in an investigatory meeting. The Union representative may clarify a question or answer but may not respond for the employee or disrupt the interview. However, the representative may:

- (1) Confer briefly and privately with the employee prior to answering questions. Whenever possible this will be in the presence of the investigator; or
- (2) Ask for clarification of questions prior to the employee responding; or
- (3) Suggest names of other employees who may have knowledge of the facts

SECTION 4. Unless in the performance of officially assigned duties, employees have the right to refuse to sign any document or paper. Failure to sign will not be cause for disciplinary action nor negate the responsibility to comply with a document's content. Except for performing officially assigned duties, signing signifies acknowledgment of receipt, not agreement.

SECTION 5. The employee will use the CPOL online website (<http://cpol.army.mil>) as a primary means of reviewing and retrieving personnel actions. If a review of the Official Personnel Folder (OPF) is necessary, an employee will submit a written request to their supervisor. The contents of an employee's Official Personnel Folder (OPF) will be made available for review by the employee or his designated representative upon written request. Privacy Act data will be protected.

## ARTICLE 6

### UNION RIGHTS AND OBLIGATIONS

#### SECTION 1.

A. IAFF Local F-295 is the exclusive representative of the employees in the bargaining unit and is entitled to act for and negotiate collective bargaining agreements covering all employees in the bargaining unit. IAFF Local F-295 shall be given the opportunity to be represented at any formal discussion between one or more representatives of the agency and one or more employees in the bargaining unit concerning any grievance or any personnel policy or practice or other general condition of employment.

B. To the extent provided for in 5 USC Chapter 71, Section 7102, properly designated members of the Union may act for the Union in the capacity of an Officer or Representative and in that capacity may present the views of the Union to the heads of Agencies and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities.

C. The Union representative and Management may meet for the purpose of consulting on matters of mutual benefit to the employees and Management.

SECTION 2. The Union shall supply Management in writing, and maintain with Management on a current basis, a complete list of all elected officers and all authorized Union stewards. The list will include the name of each officer, steward, and their telephone number.

SECTION 3. Union officials may receive complaints and/ or grievances of employees on government time and property.

#### SECTION 4.

A. Reasonable time during core hours will normally be granted to Union officials and aggrieved employees for attendance at meetings with Management officials. Reasonable time will also be allowed for representatives to meet with employees to discuss grievances and other appropriate matters covered by this agreement. Prior coordination for the use of this reasonable time must be obtained from the employees' and Union representatives' respective supervisors.

B. The Union official will advise his/her supervisor in advance of their need for official time and the estimated duration of the official time needed.

C. Upon the Union official's return to their assigned duty location from representational duties, the Union official will inform the supervisor or the designee of his/her return and will also submit a completed HFL Form 1121 to the supervisor. Management will ensure all official time is accounted for and coded as official time on the Union official's time card in the pay period used.

D. When a Steward or Designated Representative leaves the work site for

representational duties, Management will authorize appropriate compensation to the steward or Designated Representative in 15 minute increments to make up for time away from duty if Management determines there is a necessity for the overtime work and obtains approval in advance.

#### SECTION 5.

A. Designated representatives of the IAFF who are not current Federal employees will be admitted to the installation to conduct official representational duties (i.e., meeting with Management about a grievance, etc.) during core work hours. The representative must schedule an appointment with a Management Official, the Fire Chief, or the Fire Chief immediate supervisor prior to the visit. The representative is solely responsible for following standard procedures to gain access and permission to enter into the installation.

B. District and National representatives of the Union shall be authorized to visit the installation to conduct union business. The representative is solely responsible for following standard procedures to gain access and permission to enter onto the installation.

C. When the Union requests consultations and or visits with Management they will do so at least ten (10) calendar days in advance.

D. The Union agrees that no internal Union business will be conducted with employee representatives or employees during core work hours.

SECTION 6. Union representatives and aggrieved employees shall be permitted reasonable time while preparing for grievances, appeals and hearings. An employee who is required to attend a grievance or arbitration hearing, either as a party or a witness, may have their tour of duty adjusted to place them in a duty status and be paid accordingly.

SECTION 7. Management agrees that there will be no restraint, interference, coercion, or discrimination against a Union official or other Union representative because of his/her performance of Union representational duties.

SECTION 8. The Union will have the right to conduct informational picketing. Participating employees will be on annual leave, leave without pay, or on off-duty time. Informational picketing will not be conducted on Government property.

SECTION 9. The Union has the right to be furnished within a reasonable time and, to the extent not prohibited by law, data which is normally maintained by Management in the regular course of business, and which is reasonably available and necessary for full and proper discussion, understanding, and negotiation. If there is a delay in obtaining the information, Management will inform the Union of the expected date the information shall become available. The Union will submit a request for information in writing to the Director, Civilian Personnel Advisory Center (CPAC). The Union's request for information will specifically identify what information is being requested and for what time period, and will include a statement of particularized need explaining how the data/information requested is necessary and relevant. If Management denies the request for information, they must give specific reasons for the denial. The Union may

file an Unfair Labor Practice (ULP) over Management's denial of release of information. Union representatives are responsible for maintaining the confidentiality of personal data in accordance with the provisions of the Privacy Act.

SECTION 10. If the Union feels that Management has penalized or reprised against an employee for exercising his/her rights, the Union may file an ULP with the Federal Labor Relations Authority (FLRA).

SECTION 11. Management agrees that upon advance written request, employees who are representatives of the Union may be excused without charge to leave in conjunction with attendance at conferences, conventions, and training sessions on labor relations matters, provided the employee's services can be spared and such training is determined by Management to be of mutual concern and that Management's interests will be served by the employee's attendance. The Union will bear the responsibility for showing how the training will have the required benefit to Management. A detailed agenda with information on the material to be covered in the training session will be required in support of the request. The Union shall be allowed up to 144 hours (6-24 hour shifts) to attend such training.

## **ARTICLE 7**

### **MANAGEMENT-UNION COOPERATION**

SECTION 1. Management will supply the Union, once a year, the names of bargaining unit employees.

SECTION 2. Management agrees not to communicate directly with bargaining unit employees through general or organizational surveys regarding conditions of employment without prior notification to the Union and bargaining where appropriate. This does not include surveys generated by higher command or from all other agencies and sent directly to the bargaining unit employees.

SECTION 3. Management will assist in the facilitation of the meeting of employees according to Article 5, Section 2B.

SECTION 4. Employees will be reminded of their Weingarten rights annually.

SECTION 5. In order to communicate in an open and informal manner and to improve morale, working conditions, and understanding of responsibilities, the Parties agree that periodic meetings may be necessary. The purpose of these meetings is to maintain quality labor /management relations between the parties.

SECTION 6. The meetings shall be held as mutually agreed to by the Parties. The Parties will provide an agenda to each other at least 3 calendar days prior to the scheduled meeting.

SECTION 7. Management agrees to consider Union representation on any standing Management committees involving the mutual interests of bargaining unit employees and Management. Such consideration shall be given upon written request of the

Union for specific committee memberships after notification is given by Management of these committees.

SECTION 8. Management will establish a Standard Operating Procedure (SOP) or Standard Operating Guideline (SOG) committee to review and make recommendations to Management regarding updating and formulation of SOPs or SOGs. Initially the committee will meet at least monthly and then with the agreement of both parties will meet as needed. The committee will be comprised of the Fire Chief or designee, a representative of the bargaining unit, and other members as needed.

SECTION 9. Management agrees that during the new employee orientation period, the Union will be allowed to meet with new bargaining unit members for 15 minutes during core hours to provide orientation. This will not include the solicitation of membership, elections of labor organization officials, and collection of dues that will be performed during noncore hours.

SECTION 10. Unless an immediate change is required by exigent circumstances, the Parties agree that before making changes to existing conditions of employment, the Union will be notified of the change in writing (hard copy) and be provided a minimum of 15 calendar days to request Impact and Implementation bargaining. If the Union requests Impact and Implementation bargaining, they must do so in writing (hard copy) to the Yakima Training Center Commander or Designated Representative no later than 15 calendar days from receipt of the notification of the proposed change. The request will include Union proposals. Extensions to this timeframe may be made upon advance mutual agreement of the Parties.

SECTION 11. For the Union, the point of contact for the purpose of consultation or negotiating on any issue shall be the elected President of Local F-295 or their Designated Representative. For Management the point of contact is the Yakima Training Center Commander or his Designated Representative.

## ARTICLE 8

### HOURS OF WORK

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

SECTION 2. The normal workday for employees shall be from 0800 to 0800, forty- eight consecutive hours of duty, and shall consist of a core hour work period of eight hours (0800 until 1600) and 16 hours of non-core work hours per work day. For the purpose of this Agreement core work hours and non-core work hours are defined as follows:

A. Core work hours are normal work hours during which an employee performs work of their position, such as but not limited to, inspecting and maintaining fire apparatus and Fire Department equipment as well as fire suppression devices located throughout the installation; inspecting buildings and other areas; giving and receiving job related training; attending meetings and formal gatherings; being present at "hot work" and

other types of operations where the danger of fire or other related emergencies is present; preparing and maintaining reports, records, and pre-fire plans; suppressing fires and conducting operations connected therewith; physical fitness (no more than 1.55 core hours per shift, which includes clean-up time); monitoring the work of others; performing weekly housekeeping duties; and performing other job-related duties assigned by Management.

B. In less otherwise released from this requirement by Management in advance, an employee is required to provide documentation from an appropriate medical authority when released from participation in physical fitness activities, or if the Employee has medical restrictions that would preclude full participation in physical fitness activities. Employees whose physical fitness activity level is modified or restricted will participate in physical fitness activities to the extent possible, commensurate with their restrictions. Employees are responsible for informing Management in advance of performing a duty whenever they feel the duty conflicts with those restrictions.

C. Management will make an effort to provide light duty for employees recuperating from an accident or illness when such duty is prescribed by a physician and the employee can be expected to return to full performance within a reasonable length of time. This will be limited to duties the employee is capable of performing and to when the employee's services will be beneficial, as determined by Management. The employee will be required to furnish a medical statement with work restrictions (or clearance) from their physician and process through Occupational Health prior to reporting to duty.

D. For the purpose of this Agreement, an employee is considered to be in a non-core work hour status when he or she is required to be present but is not required to perform work as described in section 2a, except employees will perform daily station clean-up from 0700-0730. During this period Employees are free to eat, sleep, read, listen to the radio, watch television, or engage in other similar pursuits.

E. Management will make an effort to guard against scheduling core work hour activities during the Employee's non-core duty work hours except as required by emergency situations and safety considerations. When Employees are required to work during non-core work hours, Management will consider offsetting some or all of the time spent performing core duties during non-core work hours with non-core work hour activities during core work hours.

**SECTION 3.** Trading Time. The practice of trading time between employees in full shift increments is permitted utilizing the following criteria:

A. The trading of time is voluntarily arranged by the employees participating in the program and is subject to prior approval by the employer,

B. The trading of time must be completed within the same pay period, and

C. Employees who wish to trade time must submit a written request form (hard copy) to the appropriate on-duty supervisor. If the trade involves more than one employee, the request form will be signed by both employees. The request form will specify the exact dates and times of the trade. The employee(s) must receive a written (hard copy)

advance approval or disapproval prior to affecting the trade. The supervisor must maintain a record of all time traded. Disapproved request forms delineating the reason for the disapproval will be returned to the Employee.

D. The employee who agrees to and is approved by Management to work for another employee will be held accountable to report to work just as if it were his or her own shift

SECTION 4. Tours of duty will be scheduled in advance of the administrative workweek for a period of not less than two (2) weeks. In addition to the above, the tour of duty will be forecast and posted no less than three (3) months in advance. Changes to an employee's tour of duty will normally be made by giving the affected employee two (2) weeks advance notice except where the change is driven by workload consideration or where Management determines that the organization would be adversely impacted in carrying out its functions or that costs would be substantially increased. In these cases, the minimum notice is prior to the beginning of the administrative workweek. Management retains the right to change an employee's shift.

SECTION 5. The practice of Early Relief wherein employees may relieve another employee on the previous shift or tour of duty prior to the scheduled starting time is permitted. Time will be recorded as compensatory time earned or taken where appropriate. A request of Early Relief must be made to and approved by the duty office prior to the Early Relief.

## **ARTICLE 9**

### **OVERTIME**

SECTION 1. An overtime system will ensure that the mandated minimum staffing requirements are met by the Fire Department in accordance with AR 420-1 and DoDI 60516.

SECTION 2. The Union recognizes the right of Management to require overtime work.

SECTION 3. Definitions.

A. Mandatory overtime occurs when there are no qualified volunteers to work required overtime and a member is directed to work overtime. Mandatory overtime occurs any time a person is held on shift without volunteering.

B. Voluntary overtime occurs when a member volunteers to work overtime in order to maintain the minimum staffing level required in DoDO 6055.6.

## SECTION 4. Procedures.

### A. General.

(1) Management will attempt to provide employees with as much advance notice as possible when overtime is required; however, the Union recognizes that unforeseen requirements may present situations where advance notice is not possible.

Management reserves the right to determine when and by whom overtime will be performed. Wherever possible overtime opportunities will be equitably distributed among employees who are certified for the assignment.

(2) Work performed on overtime will be properly recorded and compensated in accordance with applicable law and regulation. The Parties agree that records and rosters of overtime work will be maintained for one year by Management and such records and rosters will be available for review and duplication by representatives of the Union upon request in connection with a complaint or grievance.

(3) Management will negotiate with the Union on how to implement any future department policy and Standard Operating Procedure (SOP) for overtime assignments.

### B. Mandatory Overtime.

(i) Mandatory overtime will only occur if certified personnel do not volunteer for overtime.

(2) Employees will be subject to call-back for unscheduled overtime assignments. An employee who is called back to work for unscheduled overtime at a time outside of and unconnected with the employee's scheduled hours of work, will receive a minimum of two (2) hours of compensation.

### C. Voluntary Overtime.

(1) Management will use voluntary overtime whenever possible anytime staffing levels fall below the minimum requirement set forth in DoDI 6055.6.

(2) Employees may be asked to work voluntary overtime in support of special projects.

## ARTICLE 10

### LEAVE

SECTION 1. Leave will be granted in accordance with Fort Lewis Regulation (FLR) 690-23 and other applicable regulations pertaining to special leave categories , such as the Leave Transfer Program, the Family Medical Leave Act (FMLA), the Family Friendly Leave Act (FFLA), expanded sick leave, court leave, or similar programs.

SECTION 2. Annual Leave for Scheduled Vacations

A. Failure to submit an OPM Form 71 will result in forfeiture of the requested vacation leave. Employees are responsible for confirming that the requested leave has been approved prior to commencing leave.

B. Priority for requests for annual leave for scheduled vacation will be based on the Employee Service Computation Date beginning with the most senior employee.

C. Submission of requests for scheduling annual leave for scheduled vacation will be conducted in two (2) rounds. The first round will commence in October. Six (6) shifts will be allowed to be requested during each round. The request for leave will be submitted on an OPM Form 71, indicating the scheduled vacation in the remarks block. The request will only be considered approved when the employee has received a signed approved copy of the OPM Form 71 from the Fire Chief (the Approving Official) or his representative.

D. Management will review the calendar and ensure that all members have documented their choices by marking the date(s) on the worksheet calendar, or by signing that they have been provided a selection but chose to pass. Once Management determines all members have made or had an opportunity to make their first round selection for annual leave for scheduled vacation, the second (2nd) round of selections can commence. Scheduling of annual leave for scheduled vacation shall be completed by December 31 of each year for the following year.

E. Priority for requests for annual leave for scheduled vacation for Thanksgiving, Christmas, and New Years holidays will be based on the Holiday Rotation List.

F. The Holiday Rotation List will function as follows :

(1) Names on the Holiday rotation list will initially be listed by the Service Computation Date of record as of 1 October of each year beginning with the most senior employee.

(2) Any employee who selects a holiday will rotate to the bottom of the list.

(3) Newly hired employees will start at the bottom of the list.

G. Each employee will have a maximum of two (2) shifts from receipt of the scheduling

document in which to make a vacation leave selection or to pass. Failure to make an election during the required period will be consider a pass. Consideration will be given to personnel on leave or TDY.

H. Annual leave for scheduled vacation will be granted down to the minimum staffing requirement.

I. An employee can schedule up to the amount of annual leave for schedule vacation they will have accrued by the time of the scheduled vacation leave period.

J. Only upon completion of the annual leave for scheduled vacation selection period will other forms of leave, not otherwise addressed below, be scheduled.

K. Management will make every attempt to ensure the employee is able to use requested and approved annual leave for scheduled vacation.

### SECTION 3. Sick Leave

A. For scheduled sick leave employees will submit an OPM Form 71 as soon as practical after scheduling the appointment and no later than the beginning of the shift. The leave will not be deemed approved until signed by the supervisor.

B. Employees who are unable to report for work due to an incapacitating illness or injury or have a medical, dental or optical exam/treatment scheduled shall notify the appropriate supervisor as soon as practical, generally no later than one (1) hour before the beginning of their shift.

C. The employee or family member requesting sick leave shall state, if known, the approximate time the employee may be absent and keep the employer informed of changes.

D. During long-term absences, employees shall keep their supervisor informed of their expected return to duty date.

E. Where an employee has requested sick leave under the provisions of paragraph b above and a form OPM 71 has not been submitted and approved prior to the leave period, the employee shall submit a form OPM 71 to officially request the time off as sick leave during their first shift back on duty. Management may also require a medical certificate or other administratively acceptable evidence as to the reason for an absence of any of the purposes described in 5 C.F.R. §630.40 I(a) for an absence in excess of 3 workdays, or for a lesser period when management determines it is necessary. Employees may, at their own discretion, use annual leave in lieu of sick leave and shall do so by annotating on the form OPM 71 "Annual leave filed in lieu of sick leave."

F. An illness that occurs during a period of Annual Leave may be converted to Sick Leave by submitting a form OPM-71 during their first shift back on duty.

SECTION 4. Emergency Leave

A. When a sudden or unforeseen situation occurs requiring the employee's absence, which could not be approved in advance, the employee shall notify his or her supervisor as soon as possible prior to the start of their shift and request emergency annual leave.

B. The employee shall state the reason for requesting emergency leave, and if known, approximately how long the employee will be absent.

C. If the absence will be greater than one (1) shift, it will be the responsibility of the employee to report to his or her supervisor prior to each shift. Employees have an obligation to keep their supervisor informed of the date and time of their expected return to duty. If the absence will be for an extended period, management and the employee may work out a notification schedule.

D. If a form OPM 71 has not been submitted and approved prior to the emergency leave, upon return to duty the employee shall complete and submit a form OPM 71 not later than their first shift back on duty.

SECTION 5. Annual leave other than annual leave for scheduled vacation (annual leave).

A. Management may authorize annual leave when staffing levels are above minimum, on a first come, first served basis.

B. To request annual leave, employees will submit a Form OPM 71 to their supervisor or call, as soon as practical, generally no later than one (1) hour before the beginning of their shift.

SECTION 6. Leave Without Pay (LWOP)

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

B. Employees must submit a completed Form OPM-71, requesting LWOP, to the supervisor. The supervisor will advise the employee to contact the CPAC representative for information about LWOP, and the effect it can have on within-grade increases and retirement dates. LWOP in excess of 30 days require that a Request for Personnel Action (RPA) be processed.

## ARTICLE 11

### OCCUPATIONAL HEALTH AND SAFETY

SECTION 1. Management 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, Management agrees that the Fire Protection and Fire Prevention Program will comply with all applicable national consensus standards adopted by Department of Defense and Occupational Safety and Health Administration (OSHA) standards, whichever are more stringent. The Union agrees to cooperate with Management by encouraging employees to work in a safe manner, to wear required protective equipment, and to report observed safety and health hazards in accordance with applicable procedures.

SECTION 2.

A. Protective clothing and equipment furnished to unit employees will be in accordance with the requirements of OSHA and National Fire Protection Association (NFPA) Standards. Employees shall be responsible for the condition of items furnished and return of such items as required by Management.

B. Management agrees to provide, replace, and repair protective clothing and equipment, when worn out, contaminated or lost. This equipment includes, but is not limited to, firefighters' protective clothing, self-contained breathing apparatus (SCBA) masks, prescription safety glasses for SCBA mask, flashlight (non-conducting rubber covered cell type, explosive proof), a Gerber Tool (or equivalent), coveralls, work & fire gloves, eye protection, hearing protection, Nomex hoods, portable radios, associated equipment, and pagers.

C. Bargaining Unit Employees will not be required to share any part of their turnouts and/or protective equipment with another employee unless it has been cleaned and sanitized in accordance with the manufacturers' directions.

D. Management agrees to staff and operate all Fire Apparatus pursuant to DoDI 6055.6 unless the requirement is waived by the Office of the Under Secretary of Defense for Acquisition, Technology and Logistics. Management will notify the Union in writing (hard copy) prior to seeking a waiver of staffing requirements and will provide the Union with copies (hard copy) of all request for waivers submitted.

E. Management shall provide for the inspection and testing of fire department equipment in accordance with law, rule, regulation, instruction, policy, and manufacturers' directions. The results of these tests shall be made available to the Union upon request.

F. Management shall provide appropriate training on safety and industrial health matters related to the work environment; this includes the use and proper maintenance of protective clothing, devices, and equipment.

G. Extreme weather conditions will be considered by Management when determining whether to cancel non-emergency outdoor work, drills, or training.

SECTION 3. Management agrees that employees exposed to hazardous substances, toxic fumes, epoxies, radiation, etc. shall be referred to Occupational Health for an appropriate physical evaluation as soon as practicable. In the event of an occupational exposure to blood or body fluids, Management shall, upon the employee's request, refer the employee to Occupational Health for HIV and HBV screening.

SECTION 4. Management will welcome suggestions from the Union and employees which offer practical and economically feasible ways of improving safety conditions in the Fire Department.

SECTION 5. Management agrees to establish a Fire Department Safety Committee for the purpose of making recommendations to the Fire Chief concerning safety issues and implementing the NFPA Standards. The committee will meet as often as needed to fully address those issues within their authority.

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

SECTION 7. Whenever possible, ambulance service with appropriate life support equipment and trained medical personnel shall be present at the scene of actual fire emergencies or situations of an equivalent potential for injury to firefighters.

SECTION 8. Management agrees to provide an initial issue of two pairs of protective footwear to each firefighter - one pair of wildland firefighting boots and one pair of duty (station) boots - and to replace boots on an as-needed basis.

SECTION 9. Management agrees to provide each Employee with protective eyewear, including prescriptive safety sunglasses, as needed.

SECTION 10. Management agrees to provide each firefighter with their own SCBA mask and perform fit testing annually. Employees must comply with grooming standards that conform with proper SCBA function.

SECTION 11. Management agrees to provide one blood borne pathogen-resistant coat, disposable gloves (hypoallergenic when required), micro-shields, fluid and blood borne pathogen-resistant aprons, antibacterial/ antiviral cleaning fluid and eyewash fluid for response at medical emergencies.

## ARTICLE 12

### ASSIGNMENT OF WORK AND JOB CLASSIFICATION

SECTION 1. Employees will be provided access to a copy of their job description via the Civilian Personnel On-Line website.

#### SECTION 2.

A. Authority to detail civilian employees is a Management prerogative and provides a simple and flexible means of accomplishing certain operational needs. A detail of less than 30 calendar days is a temporary assignment of work that is generally done on a verbal basis, with no change in the employee's pay or status. Employees must meet all certification requirements for the position to which they are detailed.

B. Details of more than 30 calendar days to an unclassified set of duties or to work classified at a higher grade level will be recorded on a Request for Personnel Action (RPA).

C. In circumstances where employees will be asked to perform the full range of work formally classified at a higher level for a period of more than 30 calendar days, Management will temporarily promote the employee, subject to the employee meeting all legal and regulatory requirements.

D. The following are examples of when details are used: (1) to meet emergencies occasioned by abnormal workload, change in mission or organization, or unanticipated absences such as sick leave or emergency annual leave; and (2) pending official assignments, classification of new positions, security clearances, and for training purposes.

E. Employees are encouraged to update their resume with their skills and experience.

#### SECTION 3.

A. It is agreed and understood that a position description is a written statement of the duties and responsibilities assigned by Management to a position that defines the kinds and range of duties an employee may expect to perform during the time he or she remains in the position. The position description is not in itself an assignment of work.

B. The phrase "other duties as assigned" in a position description normally shall refer to duties or assignments reasonably related to the bargaining unit employees'

line of work. It is understood that this does not interfere with management's right to assign work.

C. Before changing official position descriptions, the Fire Chief or designee will notify the Union of the changes and will discuss the changes with the affected bargaining unit employees. A copy of the amended position description will be provided to the Union and the affected employees after it has been classified.

D. If a unit employee believes his or her position description does not properly describe the duties he or she is performing, the bargaining unit employee may request, through the supervisor that the current position description be reviewed. If a satisfactory resolution of the bargaining unit employee concerns regarding the accuracy of the position description is not reached, the bargaining unit employee may utilize the negotiated grievance procedure to challenge the accuracy of the position description.

E. If a bargaining unit employee believes that the classification (title, series, or grade) of his position is in error, the employee will be furnished information on appeal rights and the procedures for filing an appeal. Management will also furnish the bargaining unit employee a copy of forwarding letters or endorsements together with copies of all material furnished to the adjudicating authority. The bargaining unit employee may appeal with the assistance of the Union President or Designated Representative in writing. The bargaining unit employee and his or her designated Union representative shall be granted a reasonable amount of official time to prepare the appeal.

F. Filing a classification appeal does not deprive the bargaining unit employee of the right to appeal any related adverse action in accordance with appropriate regulations.

## **ARTICLE 13**

### **PERFORMANCE APPRAISALS**

The parties agree that performance appraisals will be completed in accordance with applicable DOD, DA and Installation Management Command (IMCOM) regulations. The purpose of a performance appraisal is to evaluate the employee's performance based on objective criteria related to the employee's position and elements of their job description while enhancing the efficiency of agency operations by motivating employees to perform their jobs effectively.

## **ARTICLE 14**

### **MERIT PROMOTION**

#### **SECTION 1.**

A. Management and the Union agree to follow the provisions of the West Region Merit Promotion and Placement Plan (WRMPPP). Management will support the tenets of merit systems principles to support the filling of positions.

B. Management may or may not select any candidate referred under the WRMPPP. The selecting official may make a selection from any source of candidates at any time during the recruitment process. Reasons for selection will be documented.

C. Where bargaining unit members are referred for a position within the bargaining unit under the merit promotion plan, management will interview each bargaining unit member referred prior to making a selection. The interview will be conducted using standard questions for all interviewed bargaining unit members. The responses will be scored and recorded.

D. Upon request, the employee's supervisor shall identify what areas, if any; the employee should improve to increase his or her chances for future promotions.

E. Management agrees to provide a copy of current Yakima Training Center Fire Department vacancy announcements to the Union President or Designated Representative.

## **ARTICLE 15**

### **TRAINING**

**SECTION 1.** Management and Union agree that training and development of employees is important in accomplishing both the Fire Department's mission and the employee's goals. Management will develop, promote and maintain training programs that are consistent with the needs of the Fire Department and in accordance with applicable regulations.

**SECTION 2.** Management agrees to provide unit members with information it receives concerning available training opportunities conducted by the Department of Defense, Department of the Army, Federal, State and County organizations.

**SECTION 3.** Local training directed by Management shall be accomplished while the employee is in a duty status.

SECTION 4. The parties agree that each employee is responsible for applying a reasonable amount of personal time and effort to keep abreast of the changing technology of his or her occupation.

SECTION 5. When permissive temporary duty or local training is requested by the employee, Management may allow the employee to attend training courses during their duty time without loss of pay or leave providing management has determined that the course is job related, the request has been submitted and approved in advance, and the employee can be spared from his or her regular duty assignment.

SECTION 6. Management will maintain a library at each station on required fire emergency services reference materials and manuals, periodically review and update materials as appropriate, and consider any request by the union for additions and reference materials for the library. Management agrees to maintain modern audio/visual equipment and a thirty-six inches or larger television for training purposes.

SECTION 7. Management will review the training matrix posted on the training officer's bulletin board at least annually, no later than 1 November. The Union will be permitted to submit comments and recommendations regarding training needs to the Fire Chief for consideration prior to completion of the review and no later than 1 October.

SECTION 8. Management agrees to maintain complete training records for all bargaining unit employees. Copies of individual training records shall be provided to the employee upon his or her request.

SECTION 9. Management will request funding annually to support the DOD Certification Program. This funding request will address, but not limited to, learning facilities, training material, reference material, computer equipment, and training aids.

SECTION 10. Management has the right to train and assign work anytime during the tour of duty. A monthly training schedule will be established and posted. The Fire Chief or designee must approve all deviations from that schedule.

SECTION 11. Management will, whenever possible, provide a training facility that meets the needs of the training requirements.

SECTION 12. Career counseling will be provided by management for those employees who request specific information regarding training and development opportunities.

SECTION 13. Written tests generated locally and not connected with the Certification Program will be given by true/false or multiple-choice questionnaires whenever these forms are compatible with the objective of the test. The purpose of the test shall be made known and available study reference lists shall be published.

## ARTICLE 16

### REDUCTION-IN-FORCE (RIF)

SECTION 1. In the event of a RIF, Management agrees to notify the Union as far in advance as practicable. Such notification will include the specific department(s) within the organization affected and approximate number of employees who are likely to be affected. The parties recognize that this number could change before the final RIF action is taken. In addition, the Union will be kept informed regarding changes in the number of employees scheduled to be separated. The Union agrees to respect the confidentiality of information supplied that is not public information.

SECTION 2. Management agrees to comply with the provisions of CFR Part 315 and any other supplemental regulations in effect at the time the RIF is conducted.

## ARTICLE 17

### COUNSELING, DISCIPLINARY, AND ADVERSE ACTIONS

#### SECTION 1.

A. The objectives of discipline are to correct and improve employee behavior and to promote the efficiency of the service. All disciplinary actions will be taken for just cause and in accordance with applicable laws, regulations, and this contract.

B. Disciplinary actions should be taken in as timely a manner as possible in order to optimize the effectiveness of the corrective action taken. If an employee has been informed by Management that disciplinary action is being considered and it is later determined that no action will be taken, the employee will be notified.

C. When considering disciplinary action, Management is encouraged to obtain a written statement(s) from the employee. Management will discuss the incident with the employee; afford the employee an opportunity to explain the basis for his or her actions; and, if appropriate, advise the employee that disciplinary action is under consideration. If the employee requests representation at this investigatory meeting, the employee must be provided the opportunity to be accompanied by a Union representative. If the employee has requested representation and a Union representative is present, the employee may consult with the Union representative during the discussion. The representative, however, may not answer for the employee.

D. If the employee has not elected to have the Bargaining Unit represent him at any investigatory procedure conducted or directed by management where one or more representatives of management will formally discuss any grievance, personnel policy or practices or other general condition of employment of the bargaining unit, the union will be permitted to have an observer present. At an appropriate time the union representative will be allowed to present the union's views on the subject matter that affects the rest of the bargaining unit.

E. A decision notice involving suspension will be delivered: in person, at least two (2) hours prior to the end of the affected employee's shift by regular mail with a certificate of mailing; or by facsimile transmission after coordination with the employee.

F. If the Union wishes to have a copy of the material relied upon by Management to support a disciplinary action, it will submit a written request to CPAC L/MER Advisor. Management will make the information available within ten (10) calendar days of receipt of the written request.

## SECTION 2. Counseling

A. It may be necessary to call to an employee's attention certain matters or issues that maybe interfering with successful job performance or employee conduct. Whenever possible, counseling sessions will be done in private to set the proper tone and as a method to focus attention upon the issues at hand. Counseling of an employee is usually a matter between a supervisor and an employee; however, if more than one Management representative is present, the employee may request the presence of a Union representative.

B. The Employee and/or Designated Representative will be permitted, upon request, to review or be given a copy of supporting documentation regarding unacceptable performance or conduct when the employee is counseled regarding the issue. For purposes of this provision, "supporting documentation" does not include copies of Fort Lewis, DA, DOD, or government-wide regulations, pamphlets, policies, instructions, rules, or statutes and laws that can be obtained or accessed by computer. Where a written statement of counseling is provided, the employee will be directed to initial the statement; however, initialing the counseling is acknowledgment of receipt and does not mean that the employee agrees with the content of the document.

## SECTION 3. Disciplinary Actions

Under this Article, Disciplinary Actions include letters of reprimand and suspensions of 14 calendar days or less. Employees will be given a notice of the proposed action; an opportunity to reply to the charge(s), orally and/ or in writing, and a decision. If a non-probationary career or career-conditional employee alleges that the charges are unfounded, that facts were misrepresented, or the penalty was too severe, the decision may be grieved in accordance with Article 18 of this contract.

#### SECTION 4. Adverse Actions

A. Adverse actions are defined as those that may be appealable under 5 CFR part 1201.3. These include but are not limited to removal, reduction in grade or pay, suspension for more than 14 days, or furlough for 30 days or less for cause that will promote the efficiency of the service.

B. In adverse actions, employees will be given a notice of proposed action; an opportunity to reply to the charge(s) orally and/or in writing; and a notice of the decision. If, after a letter of decision is received, a non-probationary career or career-conditional employee feels that the charges are unfounded, the facts are misrepresented, or the penalty is too severe, the decision may be grieved in accordance with Article 18 of this contract.

C. In adverse actions, employees may elect to appeal the decision in accordance with Merit Systems Protection Board (MSPB) procedures. However, the employee may not seek review under both grievance and the MSPB procedures. For the purposes of this article, and pursuant to Section 7121 of Title 5, U.S. Code, an employee shall be deemed to have exercised this option at such time as he or she files a grievance under the grievance procedure or an appeal under the appellate procedure, whichever occurs first. A timely grievance is one filed within the time limits in Article 18 of this contract. A timely MSPB appeal is one filed not later than 30 calendar days after the effective date of the adverse action and/ or otherwise in accordance with applicable MSPB regulations and case law.

SECTION 5. Management will consider "Last Chance Agreements" (LCAs). LCAs are instruments designed to permit an employee subject to an Adverse Action a last opportunity to demonstrate that the employee can be successfully rehabilitated, e.g., that their performance or conduct can be improved to Management's satisfaction, and that the adverse action should be deferred. The agreements are tailored to the special circumstances involved in each case. They allow Management, at its discretion, to forego or delay implementation of an adverse action in order to give an employee a last chance to demonstrate successful rehabilitation.

### **ARTICLE 18**

#### **GRIEVANCE PROCEDURE**

##### SECTION 1. General.

A. This Article establishes the exclusive procedure available to the employees in the bargaining unit, the Union, and Management to grieve issues covered by the parties' agreement. The following issues are excluded from this grievance procedure:

- (1) The interpretation of any agency (e.g., IMCOM, DA, or DOD)

regulation, provision(s) of law, or regulations of authorities outside the agency;

(2) Non-selection for promotion from a group of candidates;

(3) Resignation, termination or removal of temporary employees, termination of temporary promotions, termination of probationary employees, and termination of employees serving under excepted appointments;

(4) Non-adoption of a suggestion;

(5) Failure to receive and/or the amount of a discretionary award for performance;

(6) Notices of performance expectations or placement of an employee on a Performance Improvement Plan (PIP);

(7) Requirement to submit to a fitness for duty examination;

(8) Any violation or disciplinary action relating to prohibited political activities;

(9) Retirement, life insurance, or health insurance;

(10) Suspension or removal for national security reasons;

(11) Any examination, certification, or appointment;

(12) The classification of any position which does not result in the reduction in grade or pay of an employee. Note: this exclusion means employees covered by retained grade and pay by a classification downgrading action may not grieve;

(13) Findings of pecuniary liability for damage to government property as provided in AR 735-5, Policies and Procedures for Property Accountability;

(14) Any complaint of discrimination because of race, color, religion, sex, national origin, age, or physical or mental disability;

(15) Management's denial of a request to modify qualification requirements for Employees undergoing RIF;

(16) Any notice of proposed disciplinary action.

B. A "grievance" means any complaint (a) by any employee concerning any matter relating to the employment of the employee; (b) by any labor organization concerning any matter relating to the employment of any employee; or (c) by any employee labor organization or agency concerning the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

C. Grievances often arise from misunderstandings or disputes, which can be

settled promptly and satisfactorily at the lowest possible supervisory level. Settlement of grievances is encouraged at all steps of the grievance process and reasonable effort by all parties to settle grievances at the lowest possible level is encouraged. Efforts to settle grievances do not under any circumstances extend or waive the time limits at each step of the grievance process. Failure of the Union to comply with the time limits for filing and advancing a grievance at each step of the grievance process shall render the grievance moot and non-grievable.

D. The filing of a grievance shall not reflect unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization. The granting of relief or denial of a grievance by Management shall not reflect unfavorably on a manager's good standing, performance, loyalty or desirability to the organization.

E. At all steps of the grievance procedure, the grievance will be presented in writing (hard copy) on a form mutually agreed upon by the Union and Management. At a minimum, the form will contain the following:

(1) Name, work location, and phone number of the grievant.

(2) Name, work location, and phone number of the representative, if representation is requested.

(3) The specific article and section of the collective bargaining agreement, regulation, or condition of employment that is alleged to have been violated.

(4) The desired resolution to the grievance, which must be personal to the employee in an employee grievance.

F. Reasonable time during working hours (i.e. official time) will be allowed for employees and union representatives to discuss, prepare for, and present grievances, including attendance at meetings with management officials. Procedures for reasonable time are outlined in Article 6 Section 4A, Union Rights and Obligations.

G. During the grievance process, all disputes of grievability will be treated as threshold issues. All disputes of grievability not resolved during the grievance process will be referred to arbitration in accordance with Article 19.

H. It is the intent of the parties that the time limits contained herein be observed. The time limits in this Article may be extended only by mutual written agreement between the Union and Management. The decision by either party not to extend the time limits of the grievance procedure is not in itself grievable under any circumstances.

I. Management will, upon receipt of a written request, produce pertinent payroll and other records insofar as permissible without violating laws, regulations, and governmental policy, for the purpose of substantiating the claims of the parties. Information should normally be provided within 10 calendar days of the request.

If there is a delay in obtaining the information, Management will inform the Union of the expected date the information shall become available.

J. Union representatives shall not be hindered in the performance of their duties of investigating, presenting, and adjusting grievances as provided for in this article.

K. At each step of the grievance procedure a written decision will be completed within 10 calendar days of receipt of the grievance or within 10 calendar days of the date of a meeting, if a meeting is held.

L. Should Management fail to comply with the time limits for rendering a decision at any step, the grievance may be advanced to the next step.

## SECTION 2. Employee Grievance Procedure

A. Employee grievances must be filed with the employee's first-line supervisor within 10 calendar days of the incident, the receipt of a letter of reprimand under any of the provisions of Article 17, or the effective date of the personnel action or removal unless it can be demonstrated that the employee was not aware of the matter or issue. A grievance on an issue of a continuing nature may be grieved at any time.

(1) For grievances arising out of letters of reprimand the grievance will be deemed filed at Step 2 and will be forwarded to the Step 2 grievance official for initial consideration and action.

(2) For grievances suspensions, change to lower grade, removal, or denial of within grade step increase, the grievance will be deemed filed at Step 3 and will be forwarded to the Step 3 grievance official for consideration and action.

B. If an employee of the bargaining unit desires to use the negotiated grievance procedure, the employee may be represented only by the Union or by a person approved by the Union in filing a grievance. Such representation approval shall be provided by the Union to Management in writing (hard copy) prior to that person's ability to commence representational duties.

C. Failure of an employee to obtain a representative does not extend or waive the time frame for filing a grievance.

D. An employee who has requested representation by the Union must be accompanied by a Union representative at all grievance meetings. Management will coordinate the grievance meeting through the Union representative.

E. For multiple grievants with the same problem, the Union will initiate a single group grievance. The names of the grievants will be provided if known at the time of the filing. This notification does not preclude adding grievants at a later date.

F. Except in the case of disciplinary actions, the Union and Management agree that individual identical grievances will be joined at Step 2 and processed as one

grievance throughout the remainder of the procedure. The Union will select one of the employee's grievances for processing and the decision thereon will be binding on all others in the related grievances.

G. Steps:

Step 1: The Employee or Designated Representative will present a completed hardcopy of the mutually agreed upon grievance form to the first-line supervisor in accordance with the time frame above. The grievance official (generally the first-line supervisor) will attempt to resolve the grievance, but must meet with the Employee and/ or Designated Representative within 10 calendar days of receipt of the grievance. At the meeting, the Employee and/ or Designated Representative shall make a full and detailed statement of facts relied upon, contractual provisions involved, and relief sought. The grievance official's written response must be provided to the Employee or Designated Representative no later than ten 10 calendar days from the date of that meeting. The grievance official's written response will include a sentence identifying the name and title of the designated second step grievance official (generally the Fire Chief.)

Step 2: If the grievance is not resolved at Step 1, the grievance shall be presented by the Employee or Designated Representative in writing (hard copy) to the second step grievance official (generally the Fire Chief) within ten (10) calendar days of the Employee or Designated Representative's receipt of the Step 1 decision. If the grievance is initially filed at Step 2, the Employee or Designated Representative shall have 10 calendar days to file the grievance. In an attempt to resolve the grievance, the second step grievance official should meet with the Employee and/or Designated Representative. The written response (hard copy) must be provided to the Employee or Designated Representative no later than ten (10) calendar days from the date of the meeting or, if there is no meeting, ten (10) calendar days from the date the grievance was received. The grievance decision will include a sentence identifying the name and title of the designated third step grievance official (generally the Director of Emergency Services.)

Step 3: If no mutually satisfactory settlement is reached, the grievance may be advanced in writing (hard copy) by the Grievant or Designated Representative to the designated third step grievance official within ten (10) calendar days of the Grievant or Designated Representative's receipt of the Step 2 decision. The third step grievance official (generally the Director of Emergency Services) should meet with the grievant and representative. The written response (hard copy) must be provided to the Grievant or Designated Representative no later than ten (10) calendar days from the date of the meeting or, if there is no meeting, ten (10) calendar days from the date the grievance was received. If a grievance is initially filed at Step 3, the Union will provide the grievance form (hard copy) to the third step grievance official (generally the Director of Emergency Services.) This will be done within 10 calendar days from the date of the employee's receipt of the decision on the disciplinary action against the employee. The third step grievance official will meet with the Grievant and Designated Representative within ten 10 calendar days. The third step official will have 10 calendar days from the date of the meeting to render a written decision (hard copy.)

H. If a satisfactory settlement is reached at any step of the employee grievance procedure, short of arbitration, the decision will be put into writing, stating the issue involved, the conclusions reached, and the settlement agreed upon. The settlement will be signed by the employee or his or her designated representative and Management.

J. If an employee leaves the bargaining unit before the steps of the grievance procedure are completed, and no pay issue is involved, action will be terminated without final decision.

### SECTION 3. Union Grievance Procedure

A. Grievances initiated by Union will be submitted to Fire Chief or Designee within 10 calendar days of the incident giving rise to the issue, or if the Union is unaware of an issue or incident, within 10 calendar days of when the Union first became aware of the issue or incident.

B. The grievance must be submitted in writing (hard copy), specify the article and section of the contract alleged to have been violated, and identify the corrective action sought. The Fire Chief or Designee will sign and date the grievance to acknowledge receipt.

C. The Fire Chief or Designee will provide a written decision (hard copy) within 10 calendar days after receipt of the grievance. The Union President or designee will sign and date the written decision to acknowledge receipt.

D. If a satisfactory settlement is reached at any step of the Union grievance procedure the decision will be put into writing stating the issue involved, the conclusions reached, and the settlement agreed upon. The settlement will be signed by Management and the Union President or Designated Representative. If, as part of the Agreement, the Employee agrees to waive any right, the Employee will also sign the Agreement. The agreed upon settlement is binding on both the Union and Management provided it does not conflict with applicable laws, rules, regulations, and provisions of this Agreement.

E. If, after receipt of the Management decision, the Union wishes to seek further review; the Union will invoke arbitration in accordance with Article 19, Arbitration, within 10 calendar days of the receipt of Management's decision.

### SECTION 4. Management Grievance Procedure

A. Grievances initiated by Management will be submitted to the Local President within 10 calendar days of the incident giving rise to the issue, or if Management is unaware of an issue or incident, within 10 calendar days of when Management first became aware of the issue or incident.

B. The grievance must be submitted in writing (hard copy), specify the article and section of the contract alleged to have been violated, and identify the corrective action sought. The Local President will sign and date the grievance to acknowledge receipt.

C. The Local President or Designated Representative will provide a written decision (hard copy) within 10 calendar days after receipt of the grievance. The Fire Chief or Designee will sign and date the written decision to acknowledge receipt.

D. If a satisfactory settlement is reached at any step of the management grievance procedure the decision will be put into writing stating the issue involved, the conclusions reached and the settlement agreed upon. The settlement will be signed by Management and the Union President or Designated Representative. If, as part of the Agreement, the Employee agrees to waive any rights, the Employee will also sign the Agreement. The agreed upon settlement is binding on both the Union and Management provided it does not conflict with applicable laws, rules, regulations, and provisions of this Agreement.

E. If after receipt of the Union decision, Management wishes to seek further review, Management will invoke arbitration in accordance with Article 19, Arbitration, within 10 calendar days of the receipt of the Union's decision.

## **ARTICLE 19**

### **ARBITRATION**

#### **N**

In computing the number of days allowed for filing a request for arbitration, the first day counted is the day after the event from which the time period begins to run. The last day counted is the day the grievance is filed with the opposing party as provided in Section 2 below. If the date that ordinarily would be the last day for filing falls on a Saturday, Sunday, or Federal holiday, the filing period will include the first workday after that date.

**SECTION 1.** Only the Union, in the case of employee grievances (or Management, in the case of Management grievances) may invoke arbitration. Arbitration may be invoked only for a grievance that has been properly processed within the time limits specified, and only on the issues grieved.

**SECTION 2.** Service of the request for arbitration is complete when in the case of a Union filing; the Yakima Training Center Commander (or designee) acknowledges receipt of the request for arbitration in writing (hard copy), within 10 calendar days after receipt of a written answer of the Step 3 grievance. Service of the request for arbitration is complete when in the case of a Management filing, the Union President (or designee) acknowledges receipt of the request for arbitration in writing (hard copy), within 10 calendar days after receipt of a written answer of the Step 3 grievance.

If notification is no

**SECTION 3.** The parties may jointly request the FMCS provide non-binding mediation service. The costs of the services of the mediator, if any, shall be shared equally by the parties. During mediation, the Union and Management shall be represented by a mediation committee that shall not exceed three members on each side.

#### SECTION 4.

A. Within ten (10) calendar days after receipt of the notice that arbitration is invoked, the party invoking arbitration will request a list of seven (7) arbitrators from Federal Mediation and Conciliation Service (FMCS). A copy of the party's request to FMCS will be provided to the other party. The party invoking arbitration is responsible for paying the cost for the FMCS-requested list of arbitrators.

B. As an exception to this FMCS procedure, prior to a request being forwarded to FMCS, the parties may mutually agree within the ten (10) calendar day time period, in writing, to a particular arbitrator. However, if that arbitrator is not available to conduct the arbitration within sixty (60) calendar days of the parties' mutual request for arbitration, the party invoking arbitration must then follow the FMCS procedure above.

SECTION 5. The parties shall meet within ten (10) calendar days after the receipt of a list of arbitrators from the FMCS. If they cannot mutually agree upon one of the listed arbitrators, then Management and the Union will alternately strike one arbitrator's name from the list until one name remains. The remaining name shall be the selected arbitrator. The parties shall flip a coin to determine who strikes the first name.

SECTION 6. At the time the parties meet to select an arbitrator, they shall also discuss the issue(s) to be submitted to the arbitrator. If the parties are able to agree on the issue(s), they shall jointly submit the issue(s) in writing to the arbitrator. The parties will sign at the bottom of the document to indicate that this is the agreed upon issue(s). If the parties are unable to agree upon the issue(s), the parties agree to submit their identified issues individually to the arbitrator.

SECTION 7. The fees and expenses of the arbitrator shall be borne by the losing party.

A. The arbitration hearing shall be held during regular core hours, Monday through Friday. All employee representatives who are currently in a pay status, employee grievant, and employee witnesses shall be in a pay status without charge to annual leave for the period of time that their presence and participation is required at the arbitration proceedings. This is conditioned on the Union providing Management enough advance notice of the identity of requested employee witnesses so that last minute schedule changes, leave cancellations, and overtime costs can be avoided.

B. Any witness requested by a party who is reasonably available in person or by telephone, and whose presence is deemed relevant and necessary by the arbitrator, will be called unless there are circumstances that prohibit their presence. In that event, necessary testimony will be obtained by sworn affidavit, declaration, or deposition.

SECTION 8. The Union, Management, or both may file exceptions to the arbitrator's award in accordance with applicable laws and regulations.

## ARTICLE 20

### USE OF OFFICIAL FACILITIES

**SECTION 1.** Management agrees, upon request of the Union, to provide space for use during core hours, non-core work hours, or non-duty times provided such space is available and the Union complies with all security and housekeeping rules in effect at that time and place. The space will be used for the sole purpose of conducting official Union representational duties prescribed by law, regulations and negotiated agreements. Requests for use of meeting space outside of the Fire Department will be made at least two weeks in advance to the appropriate office responsible for the space requested.

**SECTION 2.** Management agrees to provide a lockable file cabinet and access to local telephone service and a local e-mail account in the union's name which are to be used for the express purpose of conducting official union business with Management. The Union will be provided access to a fax machine for local faxes and a scanner which are to be used for the express purpose of conducting official union business with Management. The Union official responsible for the e-mail account in the Union's name agrees to abide by all pertinent regulations and computer-user agreements. It is agreed that government computers or equipment will not be used to conduct matters of internal union business.

**SECTION 3.** The Union agrees to assume liability and hold Management harmless for any and all claims arising from the Union's use of space. The Union agrees to abide by all pertinent regulations in use of the facilities. The Union is liable and responsible for the costs of repair of any damage to the space arising from the Union's use of the space.

## ARTICLE 21

### DUES WITHHOLDING

**SECTION 1.** Each bargaining unit member in good standing of the Union shall have the right to make a voluntary allotment from their pay for the payment of regular periodic dues each payroll period as well as the right to revoke such an allotment during their anniversary month as validated by the Treasurer of IAFF Local F-295.

**SECTION 2.** The Union recognizes its responsibility to purchase and distribute to its members Standard Form 1187, "Request for Payroll Deductions for Labor Organization Dues," and to deliver completed forms to the Fort Lewis Civilian Personnel Advisory Center (CPAC).

SECTION 3. Management shall process the SF1187 and the SF1188 (Cancellation of Payroll Deductions for Labor Organization Dues) forms for all eligible members of the Union who voluntarily authorize start or stop of such deductions in accordance with the provisions set forth herein. The Union is responsible for notifying Management as to the amount of dues. Any changes to the dues structure shall become effective commencing with the first pay period occurring after Management has received thirty (30) calendar days written notification of the change. No more than one such change will be made during each twelve (12) months.

SECTION 4. The Union is responsible for procuring the prescribed allotment forms; distributing the forms to members; certifying as to the amount of its dues; delivering completed forms to Management; and educating its members on the program for allotments for payment of dues, its voluntary nature, the uses and availability of the prescribed allotment forms, and the procedures for revocation of allotments.

SECTION 5. Deduction of dues shall begin within two (2) pay periods after receipt of the Standard Form 1187 by the Defense Finance and Accounting Service (DFAS) - Customer Service Representative.

SECTION 6. The Union will provide Management, in writing, the name and address of the Local's Treasurer and the Local's mailing address. DFAS will furnish the Union a listing of the names of the members for whom dues have been withheld and the amounts withheld on a bi-weekly basis.

SECTION 7. Voluntary Allotments for Dues Withholdings will be effective for a minimum of one year and are irrevocable for the first year. Thereafter, the allotment shall be revocable only during open season, January 1-15 each year or at such time as requested by the employee and agreed to by the Union President.

A. A unit employee may submit a Standard Form 1188 "Cancellation of Payroll Deductions for Labor Organization Dues," which is available from and returned to CPAC, not more than twenty (20) calendar days nor less than ten (10) calendar days from the end of the appropriate revocation period, as described above.

B. Upon notification by the Union by official letter addressed to the Employer that the employee is no longer a member in good standing payroll deductions will be canceled.

C. Upon a personnel action that makes the employee ineligible for payroll deductions such deductions will be terminated at the beginning of the first pay period on or after the effective date of such action.

D. Payroll deductions will be cancelled upon expiration or termination of this agreement unless a continuation is agreed to by the parties before the expiration or termination of this agreement.

## ARTICLE

**PUBLICIT**

**Y**

**SECTION 1.** The Union will be provided a bulletin board no larger than four (4) foot by six (6) foot.

**SECTION 2.** Management agrees to permit distribution of Union literature to all employees in the units recognized by this agreement during off duty time.

**ARTICLE 23**

**EQUAL EMPLOYMENT OPPORTUNITY**

Management and the Union agree that there shall be no discrimination by Management or the Union against employees because of race, color, religion, sex, national origin, age, or physical or mental disability.

**ARTICLE 24**

**ADVERSE WEATHER CONDITIONS**

When adverse weather conditions such as severe snow, ice, rain, windstorm, or other natural calamity interferes with normal transportation to work, all employees are required to report for work unless otherwise notified. If because of adverse weather conditions an employee cannot report for work, the employee must immediately contact their supervisor.

**ARTICLE 25**

**UNFAIR LABOR PRACTICE CHARGES**

**SECTION 1.** The Parties agree to conduct their relationship in such a way as to avoid Unfair Labor Practice charges.

**SECTION 2.** Should, however, either party believe that the other has committed or is committing an Unfair Labor Practice; the following procedure shall be followed. The party that believes that an unfair labor practice has been committed shall submit in writing to the other party a notification of intent to file an Unfair Labor Practice. The notification shall be sufficiently specific to identify the act or practice complained of.

A notification of intent from the Union will be delivered to Fire Chief or Designee. A notification of intent from Management will be delivered to the Union President or Designated Representative. The parties shall meet within five calendar days to attempt to resolve the issue. The charging party shall be free to file an Unfair Labor Practice charge with the Federal Labor Relations Authority (FLRA) if no agreement is reached in writing.

**SECTION 3.** If compliance with provisions in Section 2 of this article would cause the unfair labor practice to be untimely filed, the time limits contained in section 2 will be waived .

**SECTION 4.** If an Unfair Labor Practice charge is filed, the parties agree to continue to attempt to arrive at a resolution of the issue during the course of FLRA processing.

## **ARTICLE 26**

### **WELFARE AND MORALE**

**SECTION 1.** Management recognizes the necessity of providing and maintaining reasonably comfortable living spaces for unit employees on duty. Management agrees to provide the following:

- (a) Heating and air conditioning,
- (b) Extra long twin bed and mattress with mattress cover,
- (c) Refrigerators for storage of employee's food,
- (d) Cooking and eating utensils,
- (e) Dishwasher,
- (f) Washer and dryer, and
- (g) Appropriate common area furnishings.

When utilities and or appliances break down or need replacement, Management agrees to extend the same considerations to the living conditions in the fire station as is extended to other living quarters throughout the Yakima Training Center. Maintenance problems will be called to the attention of the Duty Officer who will call in a service order and request action to correct the problem.

**SECTION 2.** Management agrees to schedule a safety inspection of the fire station on an annual basis for violations of Federal health and safety regulations. Management agrees to give the Union a copy of the inspection report as well as the recommendations for remediation. Management further agrees to initiate abatement action to correct any discrepancies found within ten (10) days.

**SECTION 3.** The Parties recognize that the living quarters in the fire station represent space allocated as rest, washroom, and sleeping areas for Fire Fighters

and agree not to use these areas as public facilities.

**SECTION 4.** Management agrees to discuss proposed changes or improvements to living spaces with the Union and agrees to consider the recommendations submitted by the Union.

**SECTION 5.** Management agrees that unit employees may file for compensation for their personal effects and equipment damaged or destroyed in the performance of duty to the extent permitted by applicable rules and regulations.

**SECTION 6.** It is agreed that Management will continue to provide parking space for all bargaining unit employees.

**SECTION 7.** The Parties jointly recognize alcohol and drug abuse may represent symptoms of treatable illnesses. The Parties agree to cooperate in assisting employees whose attendance, performance, and behavior indicate a potentially serious alcohol and drug abuse related problem by referring the employee to the Employee Assistance Program (EAP). Any employee who participates in this program will be entitled to all rights and benefits provided for in accordance with applicable regulations. This will not limit Management's rights to take action as provided under applicable regulations for employees who occupy Test Designated Positions (TDP).

## **ARTICLE 27**

### **UNIFORMS AND UNIFORM ALLOWANCES**

**SECTION 1.** For the purposes of this Agreement "Uniform" means a specified article or articles of clothing that includes, but is not limited to, such items as shoes, boots, or outerwear an employee is required by an agency to wear to provide a distinctive and easily identifiable appearance in his or her job. This article outlines specific uniform components that will be used by employees while in a duty status and conveys standards for personal appearance so that fire fighters are quickly and easily identified as public safety professionals. The Union will be notified prior to implementation of any proposed changes in the prescribed station uniform.

**SECTION 2.** Management will provide an initial and replacement uniform allowance in accordance with applicable law and Office of Personnel Management (OPM) regulations.

**SECTION 3.** Uniform.

A. Management agrees to provide the following accessories to be used with the uniform:

- (1) One metal hat badge,
- (2) Three metal breast badges,

- (3) Three sets of metal collar devices,
- (4) Three metal name tags,
- (5) Eight fire department shoulder patches, and
- (6) Two fire department baseball caps.

B. Management will provide one set of coveralls or a jumpsuit for dirty work and PT uniforms consisting of two pair black shorts, one pair black sweat pants, two gray tee shirts, one gray sweatshirt and one pair of tennis shoes.

C. Management will replace the items in paragraphs A and B of this section that become worn out due to normal use. Items lost or damaged through carelessness of the employee will be the responsibility of the employee for replacement.

D. The employee will provide the following:

- (1) Trousers: Navy Blue, slack-type without cuff,
- (2) Shirts: Uniform type with two breast pockets with flaps, long or short sleeve,
- (3) Socks: Black or white,
- (4) Belt: Black leather, 1-5/8 inch wide, smooth, non gloss, and
- (5) Tee Shirts: Navy Blue, plain or with Fire Department or IAFF logo

E. Bargaining unit employees, while in or out of the fire station performing work related functions will be allowed to wear navy blue tee, sweat, or job shirts that will at a minimum display the Fire Department logo and may contain the IAFF logo or designator. Unit employees may wear a baseball cap with the Fire Department or IAFF logo while working on all routine details. The employee shall provide the alternate clothing.

#### SECTION 4.

A. During core hours the duty uniform for bargaining unit employees will be designated by the Duty Officer. Within each category the Duty Officer may require consistency in uniform appearance. The station uniform categories will consist of:

(1) The Class A mode for unit employees will consist of the button down shirt, tie, trousers, belt, socks, cap, and jacket. This mode of dress is used for promotion ceremonies, funerals, etc.

(2) The Class B. mode for unit employee will consist of the button down or optional shirt, trousers, belt, socks and jacket (if climatic conditions dictate). This mode of dress is used for official functions such as Commanders Call, etc.

(3) Work Mode for unit employees will consist of tee shirt, job shirt, or sweat shirt (with a Fire Department or IAFF logo), navy blue trousers or department

issued coveralls as well as protective footwear. This mode of dress is used for all non-official functions and training.

B. The duty uniform while in non core work hours will consist of navy blue sweat pants, shorts, tee shirts, sweat shirts, or job shirts with the IAFF or department logo at the discretion of the bargaining unit employee.

## **ARTICLE 28**

### **JOB RELATED MEDICAL EVALUATIONS FOR FIRE FIGHTERS**

**SECTION 1.** Management shall conduct an industrial health (medical surveillance) program to assist all unit employees to maintain optimum health on the job. Bargaining unit employees shall be given medical and physical evaluations with emphasis on Cardiac and Respiratory Diseases in accordance with existing NFPA Standards (NFPA 1582) for the Firefighter occupation. The physical examination is to include, but not limited to EKG, Chest x-ray [per standards], Pulmonary Function, Urinalysis and Blood Work along with all other required medical exams to ensure the employee is in good physical condition. Bargaining unit employees shall cooperate with Management in the implementation of the health programs.

**SECTION 2.** Management agrees that after Management has conducted the initial physical examination, bargaining unit employees (at their own expense and on their own time) have the option of having their personal physician conduct the annual physical examination in succeeding years. The employee must supply the results of the physical examination to Management's designated medical personnel at least two weeks prior to their required physical. Management's designated medical personnel will review the submitted medical documentation for adequacy. Once adequate medical documentation has been submitted Management's designated medical personnel will review the submitted materials and will determine the bargaining unit employee's fitness for duty. All annual physical examination results will be annotated on the appropriate Department of the Army forms. In addition, Management agrees, that all bargaining unit employees will be inoculated for all communicable diseases, pursuant to existing laws, rules and regulations.

**SECTION 3.** The parties agree that pregnancy in the fire service should not be treated any differently than any other medical condition in the fire service that may inhibit a fire fighter's ability to perform her job. Management agrees to arrange, upon request, the availability of medical personnel who can advise fire fighters with regard to their reproductive health and suitability for various duties. Management agrees to make bargaining unit employees (male or female) aware of potential job related reproductive risks to themselves and potential job related risks to the health of their potential offspring.

## **ARTICLE 29**

### **MISCELLANEOUS PROVISIONS**

**SECTION 1.** The cost of printing this Agreement will be borne by the Employer. The Employer will provide the Union with 2 copies of the Agreement. The document will be

available for reference on the intranet.

**SECTION 2.** An employee who is injured or suffers an occupational disease in the performance of his duties will be compensated as determined by the Office of Worker's Compensation in accordance with applicable rules and regulations. Management agrees to counsel the employee on the procedures for filing claims.

**SECTION 3.** A survivor of a Fire Fighter who died of a fire fighter activity may be entitled to benefits under The Public Safety Officers' Benefits (PSOB) program. The Department of Justice, Bureau of Justice Assistance and the Public Safety Officer's Benefits Division administers the program. Bargaining unit employees should keep potential claimants, i.e., spouses, children, and/ or parents informed of the program, that a claim for death benefits must be filed within one year, and that medical evidence may be required to support the claim.

**SECTION 4.** Management agrees to accept written request from bargaining unit employees for lateral transfers between shifts within the Installation Fire Department. In such cases, the following procedures shall apply:

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

**SECTION 5.** Firefighters who are assigned to a vehicle or apparatus for the duration of their duty time and must remain together and with their vehicle may be allowed to use Fire Department Vehicles to obtain meals and refreshments from installation facilities when authorized by Duty Officer. When Fire Fighters are returning to service from an off-post or remote on-post incident to the Fire Station, they will be allowed to stop and obtain food and or beverages when authorized by the Duty Officer.

## **ARTICLE 30**

### **Computation of Time**

In computing the number of days allowed for filing a grievance, information request, or arbitration, the first day counted is the day after the event from which the time period begins to run. If the date that ordinarily would be the last day for filing falls on a

Saturday, Sunday, or Federal holiday, the filing period will include the first workday after that date.

## ARTICLE 31

### DURATION OF AGREEMENT AND SUPPLEMENTAL AGREEMENTS

SECTION 1. This agreement shall remain in effect for three (3) years. Thereafter, this agreement shall remain in effect from year-to-year unless either party shall notify the other in writing not more than 60 calendar days or less than 30 calendar days before the expiration date of the agreement of its desire to terminate or renegotiate this agreement.

SECTION 2. When either party request to renegotiate the Agreement, the provisions of this Agreement shall be honored until a new Agreement becomes effective, except for those provisions that are contrary to any law, regulation, Executive Order or Public Law 95-454.

SECTION 3. By mutual written consent of both parties, this agreement may be opened for amendment or supplemental agreements. Any request for such amendment or supplemental agreements shall be in writing and must be accompanied by a summary of the amendments or supplement of the agreement proposed. Management and the Union will meet to negotiate the matter as expeditiously as possible but in no case later than sixty (60) calendar days from the date of receipt of the proposal. No changes other than those proposed will be considered. Amendments or supplemental agreements shall be evidenced in writing, duly executed by both parties, and submitted for approval to the Department of Defense (DOD) Civilian Personnel Management Service (CPMS) office.

SECTION 4. When it becomes necessary for either Management or the Union to reopen or to amend the agreement or to enter into supplements to this agreement, and an impasse has been reached, the item or items shall be set aside. After all negotiable items on which agreement can be reached have been disposed of; the parties shall once more attempt to resolve any existing impasse items.

SECTION 5. If Management and the Union cannot agree, the parties shall jointly request mediation as provided by the Federal Mediation and Conciliation Service (FMCS). Costs of services provided by the FMCS shall be shared equally by the parties.

SECTION 6. All rights, privileges and working conditions enjoyed by Management, the Union, and bargaining unit employees at the present time, which are not included in this Agreement, shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual consent of the Parties or as required by law, rule and/ or regulation.

SECTION 7. 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 8. No agreement, alteration, understanding, variation, waiver, or modification of any terms or conditions contained herein shall be made by an employee or group of employees with Management.

In witness whereof the parties hereto have executed this agreement on:  
**4 November 2008**

FOR THE UNION:

FOR MANAGEMENT:

██████████  
Chief Negotiator

██████████  
Lieutenant Colonel, US Army  
Commanding

██████████  
Chief Negotiator

██████████  
President, IAFF Local F-295

██████████  
Team Member

██████████

██████████  
Team Member

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Team Member

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Team Member

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Team Member

EFFECTIVE: 17 NOVEMBER 2008