

NEGOTIATED AGREEMENT

BETWEEN

DEPARTMENT OF THE ARMY, MILITARY DISTRICT OF WASHINGTON

FORT BELVOIR, VA, FORT MYER, VA AND FORT MEADE, MD

AND THE

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

MILITARY DISTRICT OF WASHINGTON

LOCALS F-253, F273 AND F-281

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	PREAMBLE	1
	WITNESSETH	1
	SUPPORT OF COMMON GOALS	1
	PURPOSE	2
1	RECOGNITION AND UNIT DESIGNATION	3
2	APPLICATION OF LAWS AND REGULATIONS	4
3	MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATION	5
4	RIGHTS OF THE EMPLOYEE(S)	9
5	UNION RIGHTS AND REPRESENTATION	11
6	RIGHTS OF THE EMPLOYER	14
7	POSITION DESCRIPTIONS AND CLASSIFICATION	15
8	CHANGING/EXCHANGING TOURS OF DUTY/EARLY RELIEF	17
9	OVERTIME AND CALL BACK PROCEDURES	21
10	HOURS OF WORK	22
11	SAFETY AND OCCUPATIONAL HEALTH	23
12	ANNUAL LEAVE	29
13	SICK LEAVE	32
14	HEALTH, MORALE, AND WELFARE	36
15	LIGHT DUTY AND PUBLIC SAFETY OFFICERS' BENEFIT ACT	38
16	INJURY COMPENSATION	39
17	ULP INFORMAL SETTLEMENT	41
18	STATION UNIFORMS FOR FIRE FIGHTERS	43
19	PERFORMANCE APPRAISALS	45

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
20	PROMOTIONS, TEMPORARY PROMOTIONS AND DETAILS	46
21	CONTRACTING-OUT AND FURLOUGHS	49
22	PARTNERSHIP	51
23	REDUCTION-IN-FORCE (RIF) ACTIONS	53
24	DRUG-FREE WORKPLACE	55
25	FIRE DEPARTMENT TRAINING	59
26	DISCIPLINARY ACTIONS	61
27	ADVERSE ACTIONS	63
28	NEGOTIATED GRIEVANCE PROCEDURE	65
29	ARBITRATION	71
30	PAYROLL DUES WITHHOLDING	73
31	DURATION AND CHANGES TO THE AGREEMENT	75

## PREAMBLE

Pursuant to the policies set forth in Title VII and subject to the applicable statutes, rules, regulations and directives of higher federal authority, the following constitutes an AGREEMENT by and between the Department of the Army, U.S. Military District of Washington, Fort Belvoir, VA, Fort Myer, VA and Fort Meade, MD, herein referred to as the Employer and the Military District of Washington IAFF Council of Federal Locals F-253 and F-273, and IAFF Local F-281, International Association of Firefighters, AFL-CIO-CLC, hereinafter referred to as the Union and collectively referred to as the Partners.

Whenever language in this Agreement refers to specific duties or responsibilities of specific employees or management officials, it is intended only to provide a guide as to how the situation may be handled. It is agreed that the Employer retains the sole discretion to assign work and to determine who will perform the function assigned. Whenever, the terms "he", "his" or "him" are used, they are meant to include both genders. Whenever days is referred to in this Agreement, it shall mean calendar days unless specifically stated otherwise.

## WITNESSETH

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

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

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

## SUPPORT OF COMMON GOALS

The Employer and the Union agree to support, affirmatively and positively, the following major goals common to both Parties:

-to promote and improve the fire and emergency services capabilities of the activities/installations and the major role they play in the defense and protection of the people they serve;

-provisions for participation by employees in formulating and implementing personnel policies and practices affecting general conditions of employment;

-improving the utilization of time and materials;

-safeguarding of employee health and safety;

-developing and using employee skills;

-promoting work attendance;

-promoting the principles of equal employment opportunity;

-improving the labor-management relationship in dealings between employees, the Union and the Employer in the conduct of public service as specified in this collective bargaining agreement.

## PURPOSE

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

NOW, THEREFORE, the Parties hereto agree within the intent, spirit, and meaning of P.L. 95-454, the Civil Service Reform Act of 1978, hereafter referred to as the "ACT" or "Statute" and Executive Order 12871, as follows:

## ARTICLE 1 – RECOGNITION AND UNIT DESIGNATION

### SECTION 1. Coverage:

a. All non-professional General Schedule Firefighters, including Fire Inspectors and Fire Captains, of the Department of the Army, U.S. Army Military District of Washington, Fort Myer, Virginia and Fort Belvoir, Virginia, and

b. All civilian employees of the Fire Prevention and Protection Division of the Directorate of Public Works, Fort George G. Meade, located in Fort George G. Meade, Maryland.

### SECTION 2. Excluded:

All management officials, supervisors, professionals, and employees defined in 5 USC 7112 (b) (2), (3), (4), (6), and (7).

## ARTICLE 2 – APPLICATION OF LAWS AND REGULATIONS

SECTION 1. It is agreed and understood that in the administration of all matters covered by this AGREEMENT, the Employer, the Union, and bargaining unit employees are governed by existing laws (including the Statute), future laws and existing or future policies and regulations of appropriate authorities, such as Presidential Executive orders, Office of Personnel Management policies and regulations, and Department of the Defense policies and regulations, Department of the Army policies and regulations and local policies and regulations.

SECTION 2. Upon written request, the Employer agrees to provide any and all necessary and/or relevant information/data to the Union pursuant to 5 USC 7114 (b) (4).

SECTION 3. A copy of this Agreement will be provided to all bargaining unit employees. Employer will provide 50 extra copies of the agreement to the union.

## ARTICLE 3 – MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATION

Section 1. It is agreed and understood that matters appropriate for consultation and negotiation between the Partners are personnel policies and practices and matters affecting general working conditions of employees in the unit which are within the discretion of the Employer. Negotiations will be in accordance with the requirements of the Statute and consultation in accordance with this agreement. Nothing in this article shall preclude the Partners from negotiating:

- a. On the numbers, types, and grades of the employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods and means of performing work;
- b. Procedures which the Employer will observe in exercising any authority under this article;
- c. Appropriate arrangements for employees adversely affected by the exercise of any Authority under this agreement by the Employer;
- d. If Executive Order 12871 is revised, modified and/or abolished, the Partners agree that the provisions of this Article will be in accordance with the Statute unless otherwise mutually agreed to by the Partners.

Section 2. For the purpose of this Agreement, conditions of employment means personnel policies, practices and matters, whether establish by rule, regulation, or otherwise, affecting working conditions, except that such term does not include policies, practices and matters relating to:

- a. Political activities prohibited under subchapter III of Chapter 73 of Title VII;
- b. The classification of any position;
- c. The extent such matters are specifically provided for by Federal statute;
- d. Those rights and authorities retained by the Employer; or
- e. Which are the subject of any existing or future law or



Government wide regulations.

Section 3. Consultation. For the purpose of this Agreement, consultation is defined as any dialogue, either written or oral, between the Partners and unlike negotiations does not require a mutually acceptable compromise or agreement between the Partners. The Employer agrees to consult, upon request of the Union, on matters affecting the working conditions of Unit employees, including matters that are excluded from negotiations by 5 USC 7106. When consultation occurs, the Employer agrees to give bonafide consideration to the views that were presented by the Union when finalizing its position. The general concept of consultation is taken from 5 USC 7113. However, the specific applications, characteristics, requirements and procedures are unique to this bargaining unit as designed by the Partners herein.

Section 4. Negotiation. The obligation to negotiate with respect to personnel policies and practice and matters affecting working conditions is limited to the installation level and does not include matters covered in Article 6, Rights of the Employer. This does not preclude the Partners from negotiating procedures the Installations will observe or appropriate arrangement for employees adversely affected by the exercise of any such authority under this Agreement. For the purpose of this Agreement, negotiation is defined as bilateral exploration and exchange of views in good faith effort to reach agreement, and reducing to writing any mutual agreement reached if requested by either Partner.

Section 5. Changes Initiated at the Installation Level

a. Procedures set forth in this section shall apply when the installation changes conditions of employment as defined in 5 USC 7103 (a) (14) and pursuant to Section 2. This section also establishes procedures the Union (IAFF Local Affiliate) will use to notify the Employer (Installation level) of the Union's intent to negotiate with respect to those changes at the Installation level.

b. Changes in local conditions of employment, not covered by this Agreement which are within the discretion of the Employer (Installation level), will be brought to the attention of the local IAFF President, in writing, prior to implementation.

c. The Employer (Installation level) will notify the Union (Local IAFF President), in writing of any and all changes to personnel, policies, practices, and matters affecting the general working conditions of bargaining unit employees, normally fourteen days prior to the intended implementation date. The Employer will designate a Project Officer who will serve as the point of contact for the Union with full authority to represent the Employer on the subject.

d. The Union (IAFF Local President) will inform the Employer (Installation level), in writing within fourteen (14) calendar days of notification of the proposed Installation issuance whether it intends to negotiate. If the Union does intend to negotiate, pursuant to Section 4 above, the Union will submit its written proposals to the designated Project Officer within fourteen (14) days of the date of notification. The local labor-management representative(s) will determine a date to commence negotiations, the persons to be involved, and the implementation procedures. The IAFF Local Union President may request and be granted a meeting to discuss the proposed changes prior to the commencement of negotiations.

e. Failure of the Union to request negotiations within the time limits shall constitute a non-request for negotiations and the Employer may implement its change(s). However, time limits may be extended by mutual agreement provided that a request for extension is presented prior to the end of the prescribed time limits.

f. The Employer will not unilaterally change or implement any personnel policies and practices and matters affecting general working conditions of employees in the unit which are within the discretion of the Employer without affording the Union the opportunity to negotiate concerning the change and/or the impact and implementation of the changes to the extent consistent with law, regulation and/or this Agreement unless a compelling need exists.

g. Nothing in this section will preclude the Partners from meeting and discussing those issue(s) of mutual concern that affect the overall operation of the Fire Department(s) affecting bargaining unit employees. The Employer welcomes the Union's comments, views and opinions as it relates to these issues.

Section 6. In the spirit of partnership and cooperation, the Partners agree that this Agreement shall constitute the Master Labor Agreement between the Partners and shall be applicable to all activities and employees included in the bargaining unit as defined in Article 1, Recognition and Unit Designation of the Agreement. It is recognized by the Partners that the Articles of this Master Labor Agreement are comprehensive Articles, and as such, may be supplemented by local "Standard Operating Procedures" (SOP) only to the extent expressly authorized and set forth in specific Articles of this Agreement. Furthermore, SOPs are expressly authorized to cover subjects not specifically covered by this Agreement as agreed to locally by the Partners through the Partnership Council.

SOPs, as authorized in this article, are designed to assist the Partners (locally) in establishing policies and/or procedures necessary to meet the mission of the Fire Department(s) and to address other matters relating to personnel policies, procedures and matters affecting the general working conditions of unit employees through the Fire Department Partnership Council(s). Fire Department SOPs shall not conflict with or otherwise be inconsistent with, any provision of the Master Labor Agreement, or shall be null and void and of no effect. Further, no Fire Department SOP may amend, modify, or alter Articles of the master Labor Agreement or otherwise duplicate the provisions contained therein.

The Partners agree, that the Fire Department Partnership Council(s) will review the existing SOPs to ensure compliance with applicable laws, rules, regulation and this Agreement. All SOPs developed by the Partners will be reduced to writing and will be signed by the Partners (Fire Chief and Union President) and communicated to all concerned.

## ARTICLE 4 – RIGHTS OF THE EMPLOYEE(S)

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

Section 2. Employees in the unit shall have the right and shall be protected in the exercise of the right, freely and without fear of penalty of reprisal, to join and assist the Union or to refrain from such activities. The right of such employees to assist the Union shall be recognized as extending to participation in the management of the Union; acting for the Union in the capacity of a Union representative including presentation of the Union's views to heads of Agencies, and other officials of the Executive Branch of the Government, the Congress or other appropriate officials, and to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees. The Employer agrees to take such actions as may be necessary, consistent with law, regulations or directives from higher authority, in order to assure that Unit employees are appraised of their rights as described in this Article, and to take any such further action as is deemed necessary with respect to the unlawful interference with, restraint or coercion of any employee in the exercise of these rights.

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

Section 4. An employee has the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate officials, in accordance with applicable laws, regulations, or established policies and to choose his own representative in a grievance or appeal action not subject to review under the negotiated grievance procedure. An employee or group of employees in the unit may be represented only by themselves or the exclusive Union in filing a grievance under the negotiated grievance procedure.

Section 5. Bargaining Unit Employees have the right to consult or meet with a Union Representative and to be represented in a grievance, disciplinary/adverse actions and/or any other

administrative/appeal process. The Employer agrees to authorize a reasonable amount of time to allow for such consultations/meetings during the employee's regular working hours.

Section 6. The Official Personnel Folder (OPF) and contents thereof of a unit employee shall be made available for review to the employee or his representative in the presence of a representative of the Employer. Employees desiring to access their OPF can do so through the appropriate chain of command. Disclosure shall be consistent with appropriate laws, rules and regulations. Union representatives must have written authorization from unit employees in order to review the OPF in the employee's absence.

Section 7. The rights described in this article do not extend to participation in the management of an employee organization, or acting as a representative of any such organization, where such participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or the official duties of an employee.

Section 8. Seniority for bargaining unit employees is based on their service computation date (SCD). A seniority list shall be made available to the Union upon request.

Section 9. The Partners recognize the importance of equitable treatment for all employees and agree to cooperate in actively promoting and providing equal employment opportunities for all persons. The Partners affirm their joint opposition to any discriminatory practices in connection with employment, promotions and training, believing that the public interest requires the full utilization of employee skills and abilities without regard to sex, race, age, religion, color, national origin or handicapping condition.

Section 10. As mission essential employees, bargaining unit employees will provide a current telephone number and next of kin information.

## ARTICLE 5 – UNION RIGHTS AND REPRESENTATION

Section 1. The Union is entitled to act for, and negotiate collective bargaining agreements covering all employees in the unit. The Union is responsible for representing the interests of all employees in the unit without discrimination and without regard to labor organization membership. The Union agrees to accept all eligible bargaining unit employees as members without discrimination as to race, color, national origin, sex, age, political affiliation, marital status or handicapping condition. The Union, however, does not have the duty/responsibility to represent bargaining unit employees that are non-members of the IAFF Federal Council of Locals (F-253, F-273, F-281) in any statutory appeal procedure.

Section 2. The Union shall be given the opportunity to be represented at: (a) Any formal discussion between one or more representatives of the Agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policies or practices or other general working condition of employment; or, (b) Any examination of any employee in the Unit by a representative of the Agency in connection with an investigation if: (1) The employee reasonably believes that the examination may result in disciplinary action against him/her; and (2) The employee requests representation.

Section 3. The Employer agrees to recognize the duly-elected officers and stewards of the Union, not to exceed one steward for each station. The union will furnish the Employer with an up-to-date list of Union officers and stewards to be recognized only at the activity where the employee is assigned.

Section 4. The Employer agrees to provide space on a designated bulletin board in the fire stations to the Union for the posting or circulation of Union material.

Section 5. Official time is to be used for conducting Union-Management business at the activity where the union representative is assigned. The Employer agrees that Union officers and stewards as described in Section 3 will be authorized a reasonable amount of official time away from the job to perform their representational activities pursuant to 5 USC 7114 and this Agreement. Official time is not authorized for such activities as solicitation of membership, collection of dues, campaigning for office, distribution of literature, or

other matters pertaining to internal union business. The Union recognizes its responsibility to ensure that representatives do not abuse their authority by unduly absenting themselves from their assigned work areas and that they will make every effort to perform their authorized functions in an expeditious manner. The conduct of representational business (not to be construed as official government business) set forth in this Agreement shall normally be conducted during duty hours; however, all employees recognize that their primary responsibility is to their government position and shall conduct representational business with as much dispatch as possible.

Section 6. The Union agrees that prior to performing appropriate business, officers and/or stewards shall first request permission from the appropriate on-duty supervisor at all times. Permission will normally be granted unless such absence would cause an undue interruption of work. The request for permission shall include a description of the nature of the business to be transacted, including the name of the grievant and/or complainant and the duration of the absence. If the officer/steward or grievant/complainant cannot be spared at the requested time, the appropriate supervisor on duty shall inform the officer/steward of the time that permission may be granted to leave the job. In any case, the appropriate supervisor on duty shall not unreasonably deny such permission. The employee and the officer/steward will report their return to work to the appropriate supervisor on duty.

Section 7. The Employer agrees that upon advance written request, employees who are union officers may be excused without charge to leave in conjunction with attendance at training sessions on labor relations matters, provided the employee's services can be spared and such training is determined by the Employer to be of mutual concern to the Employer and the Union and the Employer's interests will be served by the employee's attendance. The Union will bear the responsibility for showing how the training will have the required benefit to the Employer. A detailed agenda with information on the material to be covered in the training session will be required in support of the request no later than 2 weeks before the event. Administrative excusal for this purpose may cover only such portions of a training session meeting the forgoing criteria. Such excusal shall not exceed a reasonable amount of time in a twelve month period.

Section 8. Subject to security and safety regulations national officers or duly designated representatives of the Union who are not employees of the agency will be admitted to the installation to visit the fire stations of the installation so long as there is no disruption of work operations. The Fire Chief or designee will be advised as early as possible in advance of the intended visit.

Section 9. The Union will be afforded an opportunity to address newly hired bargaining unit employees during the Fire Department's New Employee Orientation. The Employer shall notify the Union of duty assignment and shift all newly hired employees.

Section 10. The Employer agrees to provide space within the Fire Station for an office for the local Union. The Employer will provide a desk, a file cabinet and a telephone with the Union being responsible for paying long distance calls using a credit card. Access to a computer/printer, FAX machine and copier will be provided; however, the Union will supply paper. The Employer will make an area in the Fire Station available to the Union for the purpose of holding regular scheduled meetings. The Union agrees to inform the Employer at least one week in advance of the meeting. The Union will be responsible for leaving the area in the same condition as it was prior to the meeting.



## ARTICLE 6 – RIGHTS OF THE EMPLOYER

It is agreed that the Employer has the right, in accordance with the Statute: (a) to determine the mission, budget, organization, number of employees and internal security practices of the Agency; and (b) in accordance with applicable laws, (1) 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; (2) to assign work, to make determinations with respect to contracting-out, and to determine the personnel by which Agency operations shall be conducted; (3) with respect to filling positions, to make selections for appointments from: (a) among properly ranked and certified candidates for promotion; or (b) any other appropriate source; and (4) to take whatever actions may be necessary to carry out the Agency mission during emergencies.

## ARTICLE 7 – POSITION DESCRIPTIONS AND CLASSIFICATION

Section 1. It is agreed that the Position Classification Program will be conducted within the guidelines issued and authority delegated by the Office of Personnel Management. The assignment of duties is the right of the Employer pursuant to the statute and Article 6 of this agreement. The Employer agrees to maintain current and accurate position descriptions for all positions in the unit, in accordance with existing instructions.

Section 2. It is agreed and understood that a position description is a written statement of the duties and responsibilities assigned by the Employer to a position which defines the kinds and range of duties an employee may expect to perform during the time he/she remains in the position. The position description is not in itself an assignment of work. The phrase, "other duties as assigned", in a position description shall refer to duties or assignments related to the employee's line of work and shall not normally exceed ten percent of the total duties and responsibilities of the position.

Section 3. The Employer agrees that each employee will be provided a copy of his/her official position description and any amendment(s) thereto. If changes are made to the official position description, the appropriate supervisor will discuss the changes with the affected employee. Prior to meeting with the affected bargaining unit employee, the Employer agrees to notify the union regarding the change. To the extent that nothing shall interfere with the Employer's right to assign work, such discussion(s) will normally occur prior to making the changes. A copy of the amended position description will be provided to the affected employee after it has been classified and a copy will be provided to the union, upon request.

Section 4. If a unit employee believes that his position description does not properly describe the duties he is performing, he has the right to request, through the appropriate supervisor, that his work assignments be reviewed. If a satisfactory resolution of his complaint is not reached, the employee may grieve through the Negotiated Grievance procedure. Grievances will not include issues concerning the appropriate classification of the title, series and/or grade of a position. The matter concerning content accuracy must be resolved before any employee may file a Classification Appeal.

Section 5. If a unit employee believes that the classification (title, series, or grade) of his/her position is in error, upon request, the employee will be furnished information on classification appeal rights and the procedures for filing an appeal. The Employer will also furnish the employee (Appellant) with a copy of any forwarding letter or endorsement together with copies of all material furnished to the appellate authority. The employee may appeal, through a representative, designated in writing. The employee and his/her representative shall be granted a reasonable amount of time to prepare his/her appeal and will be assured freedom from restraint, interference, coercion, or reprisal in submitting his/her appeal.

## ARTICLE 8 – CHANGING/EXCHANGING TOURS OF DUTY/EARLY RELEASE

### Section 1. Employer Changes to Established Work Schedules.

a. The Employer retains the right to change Kelly Days, groups, workdays and/or transfer (reassign) bargaining unit employees to meet mission requirements. When it is necessary to adjust Kelly Days and/or transfer bargaining unit employees, the Employer shall make every effort to satisfy these requirements through qualified volunteers, as determined by the Employer. Bargaining unit employees may be assigned to any of the operating stations, and consequently must be trained on and retain proficiency in the full range of standard/nonstandard techniques/processes/procedures.

b. The Employer agrees to notify bargaining unit employees of changes in workdays, Kelly Days, groups, shifts and/or, transfers as far in advance as practical, normally within fourteen (14) calendar days prior to the change.

### Section 2. Trading of Regularly Scheduled Days Off. (Kelly Days)

a. Employees assigned to the same platoon may exchange up to one regularly scheduled 24-hour tour of duty for up to a regularly scheduled day off upon submission of a written request and with the approval of the appropriate on-duty supervisor. Exchanges must be made by mutual agreement between the employees concerned. Such exchanges shall not result in either working more or less than his/her total scheduled duty hours during a pay period, or create a situation in which one or both employees would be entitled to additional compensation of any kind.

### Section 3. Trading of Time.

a. It is understood and mutually agreed to by the parties that the practice of "trading of time" between bargaining unit employees will be permitted, provided that the following conditions are met:

(1) The trading of time is done "voluntarily" by Unit employees participating in the program and not at the behest of the Employer.

(2) The reason(s) for trading of time are not based on the Employer's operations of the department, but the employee's

desire or need to attend to personal matters.

(3) A record of all trading of time is maintained by the Employer.

(4) A complete and explicit turnover of responsibilities shall be made between the off-going and on-coming employees at that time. On-coming personnel will be in proper uniform, have personal protective equipment in place and be ready to work.

(5) Exchanges will be between employees with equal qualifications, as determined by the Employer.

b. Bargaining unit employees found abusing the provisions of this section will lose the privilege of participating in this program for the life of this AGREEMENT. The parties agree that the provisions of this section are not covered under the negotiated grievance procedure.

c. Employees who wish to trade time will submit written requests to the appropriate on-duty supervisor no more than fourteen (14) calendar days in advance and normally no less than one (1) shift prior to the exchange. The request will specify the exact dates and times to the trade. The supervisor will approve/disapprove the request and maintain a record of all time traded. Requests will not be disapproved arbitrarily. Disapprovals, with justification therefore, will be provided in writing upon request of the employee.

d. Any bargaining unit employee failing to repay the time traded, for any reason, shall lose the privilege of trading time for the life of this Agreement. The parties agree that this penalty is not grievable and the appropriate duty/nonduty status will be assigned by the Employer.

#### Section 4. Early Relief

a. The Employer agrees to support the practice of early relief wherein bargaining unit employees may relieve another employee on the previous shift or tour of duty prior to the scheduled starting time. Such early relief may occur pursuant to employee agreement, whether expressed or implied. This practice will not have the effect of increasing or decreasing the number of compensable hours of work, over a period of time, where it is voluntary on the part of the bargaining unit employees.

(1) Early relief is limited to one (1) hour or less and need not be recorded. Early relief requires supervisory approval. The supervisor will not withhold the approval arbitrarily.

(2) Early relief will be accomplished between bargaining unit employees with equal qualifications on a one for one basis with the relieving employee assuming the duties and responsibilities of the relieved employee.

(3) Bargaining unit employees reporting in for early relief may not relieve a peer without being in proper uniform and having personal protective equipment in place.

Section 5. Employee Requests for Transfer. The Employer agrees to accept written requests from bargaining unit employees for lateral transfers between shifts within the Installation Fire Department. In such cases, the following procedures shall apply:

a. A bargaining unit employee desiring to transfer may submit a written request addressed to the Fire Chief via the appropriate chain of command.

b. Two bargaining unit employees of equal grade who are serving in the same position description may request an exchange of duty shifts. Such request shall be signed by both employees and submitted via the appropriate chain of command to the Fire Chief. The request will be promptly forwarded via the chain of command to the Fire Chief with a recommendation for approval or disapproval.

c. The Employer agrees to give good faith consideration to request for transfer submitted under this Article.

d. Normally, all bargaining unit employees will be given fourteen (14) calendar days notice before being transferred.

## ARTICLE 9 – OVERTIME AND CALL BACK PROCEDURES

Section 1. The Employer and the Union recognize the importance of maintaining adequate fire protection and that, from time to time, bargaining unit employees will be required to work overtime. The Employer shall first determine the numbers, job categories, and skills required to meet its overtime assignments and the employees who meet these requirements. Assignments to overtime will be distributed as equitably as practicable pursuant to the provisions outlined by locally-developed Standard Operating Procedure.

Section 2. Employees will be subject to call-back overtime in accordance with applicable regulations. An employee who is called back to work, at a time outside of and unconnected with the employee's scheduled hours of work, will receive a minimum of two (2) hours call-back pay.

Section 3. Work performed on overtime will be properly recorded and compensated for in accordance with applicable laws, rules, and regulations. In accordance with applicable laws, rules and regulations, bargaining unit employees will not be required to earn compensatory time in lieu of overtime. However, an employee can voluntarily request compensatory time in lieu of overtime.

Section 4. Procedures for overtime, including mandatory overtime, will be determined through a locally established Standard Operating Procedure developed by the Partnership Council. The Employer will take whatever steps necessary to meet emergency requirements.

Section 5. The Parties agree that records and rosters of overtime work will be made available for review and duplication by the Union representative upon written request, in connection with a compliant or grievance.



## ARTICLE 10 - HOURS OF WORK

Section 1. The tour of duty will be promulgated by the Employer in accordance with applicable regulations. The present work schedule (tour of duty) for Fire Fighters and Lead firefighters is six (6) twenty-four hour tours of duty in a pay period. The Employer agrees that when changes in established work periods and tours of duty affecting unit employees becomes necessary, the Employer will consult and/or negotiate the impact and implementation of such proposed changes pursuant to Article 3 of this Agreement.

Section 2. The normal work schedule for Fire Fighters and Lead Firefighters shall be twenty-four (24) consecutive hours of duty and shall consist of eight (8) hours of work and sixteen (16) hours of standby (sleeping and eating) time. For the purpose of this Agreement actual work and stand by status is defined as follows:

a. Actual work is such time devoted to completion of assignments, such as inspections, physical fitness, training, maintenance, administration, cleaning, operations, and other job related duties as assigned by the Employer.

b. For the purpose of this Agreement, an employee is in "Stand-By" status only at times when he/she is not required to perform actual work as described in Section 2a and is free to eat, sleep, read, listen to radio, or engage in other similar pursuits. The Employer agrees to guard against scheduling, "actual and/or make work" during the employees stand-by/sleep period.

c. Terms and conditions relating to this Article that are not specifically addressed herein may be addressed in a local Fire Department Standard Operating Procedure (SOP).

Section 3. The tour of duty of Fire Prevention Inspectors shall normally be 56 hours per week.

## ARTICLE 11 - SAFETY AND OCCUPATIONAL HEALTH

Section 1. The Employer will assure that safe and healthful working conditions are provided for bargaining unit employees that are consistent with the provisions of applicable laws and regulations. To this end, the Employer agrees that the Employer's Fire Protection and Fire Prevention Program will comply with DOD/Army directives, NFPA standards and OSHA regulations, whichever is more stringent. The Union agrees to cooperate with the Employer by encouraging bargaining unit employees to work in a safe manner and wear protective equipment prescribed by the Employer and to report observed safety and health hazards to the Employer in accordance with applicable procedures.

Section 2. Fire Department Staffing.

The Employer agrees to staff and operate all primary Fire apparatus pursuant to the provisions of higher authority law, rule, regulation and policy. The Employer agrees that any deviation to the minimum staffing requirements established by the Department of Defense and the Department of the Army will only be accomplished after a waiver has been granted by the Secretary of the Army or his designated representative. The Employer further agrees to notify the Union in writing of their desire to reduce the staffing levels below the minimum requirements. The Union will be provided copies of all requests for waivers initiated by the Employer in addition to any approved waivers granted by the Secretary of the Army upon request.

Section 3. The Union recognizes that it is the responsibility of each unit employee to observe safe work practices. Therefore, the Union agrees to promote the maintaining of an effective and continuous accident prevention program by ensuring unit employees obey all safety and health rules and to work in a safe manner. In cases where an employee alleges a condition exists that is detrimental to the Health and/or safety of the employee or others, that employee should make a report indicating such conditions to his immediate supervisor for action. The Employer shall take prompt action to ascertain the facts upon receiving the report from the bargaining unit employee. Furthermore, should there be a degree of authenticity to the report, appropriate action will be taken to abate the unsafe/unhealthy condition. The safety provisions in this article and as established by the Partners underscore the employees' responsibility for his own safety and the obligation to follow

all safety rules and practices for his protection and that of other fellow employees. Unit employees who deliberately or repeatedly fail and/or refuse to follow established safety rules may be subject to disciplinary and/or adverse action(s).

Section 4. Protective clothing furnished to unit employees will be in accordance with the requirements outlined in Section 1 above. The personal equipment provided by the Employer shall include, but not limited to, firefighter protective clothing, protective footwear, SCBA personal masks, pass devices, ANSI approved prescription/non-prescription safety/glasses, inserts for SCBA masks, helmets, hearing protection and Nomex or PBI hoods. Additional equipment will be provided as needed. The Employer also agrees to maintain on the installation a ready supply of protective equipment for emergency purposes. Unit employees will not be required to share any part of their protective clothing and/or equipment with another unit employee.

Section 5. The Employer shall provide for the inspection and testing and proper maintenance of apparatus and firefighting equipment used by bargaining unit employees pursuant to Section 1 above. The Employer agrees to take prompt and appropriate action when an unsafe condition involving apparatus and/or equipment is reported to or observed by the Employer. Repairs will be accomplished by qualified personnel as determined by the Employer. New and replaced equipment will meet applicable standards. The Employer agrees that all emergency motorized firefighting equipment and apparatus will received top priority for maintenance. The Employer further agrees that any portable fire-fighting equipment that is found to be deficient, will be immediately taken out of service and repaired to working order.

Section 6. The Employer shall provide appropriate training on safety and industrial health matters relating to the work environment and the: proper use of apparatus, equipment and devices. The Employer will provide, in the fire station, one washer and one dryer for cleaning non-contaminated protective clothing, uniforms and linens. No other personal laundry is authorized. If the protective equipment is contaminated by chemicals and/or other products, the Employer will provide (New or Clean) replacement gear and/or proper cleaning by a professional cleaning service in accordance with applicable regulations.

Section 7. IAFF Death and Injury Survey. The Employer agrees to cooperate with the Union in providing upon request a yearly record of all on the job injuries and illnesses which occur. This is to include the age, type of injury or illness, location of injury (responding to an incident, on the fireground, etc.), and the number of work hours lost. This record will be sanitized by the Employer by removing the names of the employees and any identifying information in accordance with the Privacy Act. These records will be used by the Union for submission to the IAFF yearly Death and Injury Survey.

Section 8. Hazardous Materials Exposure Record. The Employer will maintain an up-to-date Hazardous Materials Exposure Record for all bargaining unit employees exposed to infectious diseases and hazardous materials. The Employer agrees in accordance with appropriate regulations to provide the Union with a sanitized copy of the records upon written request.

Section 9. Installation Fire Department Safety Committee. The Employer agrees to establish under the Fire Department Partnership Council, a fire department safety sub-committee at each installation. This sub-committee will be tasked with addressing Fire Department safety issues and reviewing all standards as they relate to firefighters and prevention officers. The sub-committee will be comprised of an equal number of members on both sides chosen by the Employer and the Union. The subcommittee will make recommendations on all safety and health issues to the full Fire Department Partnership Council.

Section 10. Infectious Disease Prevention. With the on-going concern toward the spread of infectious disease, the Employer agrees to provide all necessary protection and training, in accordance with applicable laws, rules, and regulations pertaining to emergency health care providers, to prevent employees from being exposed to these diseases. The Employer agrees to provide proper protective equipment for prevention and protection against infectious diseases.

Section 11. Rehabilitation during Emergency Operations/Training. The Employer shall maintain an awareness of the condition of bargaining unit employees operating within their span of control during emergencies/training and ensure that adequate steps are taken to provide for their safety and health. The command structure shall be utilized to request relief and reassignment of fatigued crews, when necessary. The incident commander shall

consider the circumstances of each incident and make suitable provisions for rest and rehabilitation of bargaining unit employees operating at the scene. These considerations will, as appropriate, include medical evaluation and treatment, food and fluid replenishment, and relief from extreme climatic conditions, according to the circumstances of the incident. In addition, the Employer and the Union recognize that it is imperative to maintain a refreshed fire fighting force ready to respond to any incident. The Employer and the Union recognize that firefighters exposed to long periods of inclement weather and other severe conditions reduce the capacity of the suppression forces that respond to emergencies. To this end, the Employer agrees that extreme weather considerations will be factors of consideration when conducting fire/rescue training and outside work. Care should be exercised by incident commanders/instructors to utilize personnel within their physical capacities.

#### Section 12. Yearly physicals.

a. The Employer shall conduct an industrial health (medical surveillance) program to assist all employees to maintain optimum health on the job. Unit employees will be given a comprehensive medical/physical exam pursuant to NFPA 1582 with emphasis on Cardiac and Respiratory Diseases in accordance with existing regulations. The Physical exam is to include EKG, blood work (to include at the employee's option, HIV and Hepatitis screening or any other necessary screenings that relate to health care providers), urinalysis, and any other test deemed necessary by the physician to ensure the employee is in good physical condition. The Employer further agrees to provide bargaining unit employees with all vaccinations for communicable diseases in

accordance with applicable law, rules and regulations. An assessment of the employee's coronary heart disease risk factors will be made yearly.

b. The Employer agrees to provide additional specialized testing for the employee if a medical condition is found during the required yearly physical that requires more testing and evaluation to determine whether the employee continues to meet the physical and medical qualifications for the job. The employee will not be charged for this additional testing required by the Employer.

c. Bargaining unit employees (at their own expense and on their own time) have the option of taking their yearly physicals that meets the requirements of NFPA 1582 by personal physician. The employee must bring in results of the physical to the Medical Department thirty (30) days prior to their yearly required physical. All physical examination results will be annotated on the appropriate forms.

d. The Respiratory Protection Program requires that all personnel will be tested in accordance with 29 CFR 1910.134 and NFPA standards 1500, 1404 and 1981.

### Section 13. Fitness Program.

a. The Employer shall establish, maintain and provide a Physical Fitness Program in accordance with applicable regulations to enable bargaining unit employees to develop and maintain an appropriate level of fitness to safely perform their assigned functions. The Employer shall require the structured and mandatory participation of all bargaining unit employees in the physical fitness program. The Employer agrees that this fitness program *is* not designed to determine one's eligibility for employment but may be one indicator of an employee's wellbeing and possible referral for a fitness-for-duty. Unit employees will be provided with sufficient time during the actual work hours to participate in the fitness program.

b. The Employer agrees to provide and maintain all required, adequate and necessary space and equipment to support the physical fitness program. To this end, the Employer agrees that unit employees may utilize the MWR Recreational/Gym facilities at each installation for the purpose of participating in the physical fitness program or appropriate facilities in the fire

station where available.

c. Bargaining unit employees returning to work from traumatic injury, OWCP, Maternity or extended periods of sick leave because of injury may be required to bring in a doctor's approval to participate in the Fire Department's Physical Fitness program.

#### Section 14. Smoking and Firefighter Health.

a. With emphasis placed on firefighting personnel as a target group for anti-smoking educational programs and in the interest of good health and physical condition, unit employees who smoke may be granted duty time, consistent with operational demands and with prior approval of the Employer, to attend smoking cessation programs in accordance with applicable regulations and/or established programs. Since attendance is voluntary, any costs incurred shall be borne by the employee wishing to attend unless offered by the Employer.

b. The Employer will provide for a smoke-free workplace for bargaining unit employees. Indoor designated smoking areas in the Fire Stations are prohibited. Smoking is also prohibited in all military vehicles and aircraft, GSA vehicles, gymnasiums, classrooms, auditoriums, conference rooms, fitness centers, elevators, hallways, stairways, and restrooms.

c. Outdoor smoking areas will be at least 50 feet from common points of ingress/egress and will not be located in areas that are commonly used by nonsmokers. It is the responsibility of smokers to police-up any areas utilized for smoking. Smokers will not be allowed additional time beyond the routine breaks to be away from their jobs for smoke breaks.

## ARTICLE 12 – ANNUAL LEAVE

Section 1. It is understood that the knowledge, skills and abilities of the employee and the needs of the Employer may be considered by the appropriate supervisor when making a determination that an employee's services can be spared in connection with a request for annual leave. Employees shall accrue annual leave in accordance with 5 USC 6303 and future applicable laws and regulations. The Employer agrees to make a reasonable effort to schedule and to approve requested annual leave in such a manner throughout the leave year so that no employee will forfeit leave. However, it is agreed that it is the employee's responsibility to request use or lose leave in a timely manner in order to preclude end of the year forfeiture. Annual leave will be granted in fifteen-minute increments.

Section 2. All leave requests for bargaining unit employees will be submitted on Standard Form 71 through the appropriate on-duty supervisor. Approval/disapproval of requests will be based upon the needs of the activity in addition to the employee's request and any other pertinent considerations. When employees can be spared from their duties without adverse impact on the organizational needs of the Employer, annual leave may be approved.

Section 3. Vacation Annual Leave. Procedures for scheduling vacation annual leave periods will be determined through a locally established Standard Operating Procedure developed by the Partnership Council.

Section 4. Short-term Annual Leave. Normally requests for annual leave for other than the vacation leave periods covered by Section 3 of this Article shall be submitted pursuant to the provisions of Section 2 and as soon as practicable prior to the beginning of the employee's scheduled work shift and not to exceed 30 days in advance. Such leave will be scheduled on a first come, first served basis; however, if multiple requests are received simultaneously, the most senior employee having the greatest Service Computation Date (SCD) will receive preference. Annual leave requests for short periods of time submitted 30 days in advance, will ordinarily be approved or disapproved within a day of submission.

Section 5. Every bargaining unit employee is responsible for maintaining regular attendance and for ensuring that the Employer



is informed of any absence from each schedule shift. When an emergency (a sudden or unforeseen situation that requires immediate action) necessitates an employee's absence which could not be approved in advance, the employee shall notify the on duty supervisor, at least one (1) hour prior to the start of their scheduled work shift.

Employees will describe the emergency, give an estimate as to how long they will be absent and the type of leave desired. If the absence extends beyond one workday, the employee shall keep the on duty supervisor informed of the situation and probable date of return to work. Bargaining unit employees may be required to substantiate the nature of the emergency. Management reserves the right to disapprove such requests for leave based on workload requirements and the nature of the emergency.

Section 6. Requests for absence or leave pertaining to matters not covered by the Agreement will be considered and approved in accordance with applicable regulations. Examples of such matters are leave without pay (including leave without pay under the Family and Medical Leave Act), court leave, and administrative leave.

Section 7. It is agreed that, during severe weather conditions, when the installation is officially closed and all employees (except mission essential) personnel are given administrative leave, bargaining unit employees shall be given consideration regarding reporting to work on time. If bargaining unit employees are late reporting for work because of road conditions and distance to travel, they shall be given administrative leave based on the merits of the employee's case.

Section 8. Failure of employees to report promptly ready to work at the start of the scheduled tour of duty will be treated as follows:

a. In an isolated instance of tardiness of less than one (1) hour, where the excuse is acceptable to the Employer, the tardiness may be excused in accordance with applicable regulations. Where the tardiness is in excess of one (1) hour and the reason for the tardiness is acceptable to the Employer, the employee will be charged leave, if available, otherwise leave without pay.

b. In the case of tardiness where the excuse is not acceptable to the Employer, the period of tardiness will be

treated as absence without leave (AWOL) and appropriate disciplinary action may be taken.

Section 9. Procedures for utilizing Compensatory time will be determined through a locally established Standard Operating Procedure developed through the Partnership Council.

## ARTICLE 13 – SICK LEAVE

Section 1. Sick leave will be authorized for employees under the following circumstances: (a) when they are incapacitated by sickness or injury from performing their duties; (b) for medical, dental, or optical examination or treatment; (c) to provide care for a family member as a result of physical or mental illness; injury; pregnancy; or childbirth in accordance with Section 11 of this Article; (d) to make arrangements necessitated by the death of a family member or attend the funeral of a family member in accordance with Section 11 of this Article; (e) must be absent from duty for purposes relating to adoption of a child; (f) when, through exposure to a contagious disease, the presence of the employee at the duty station would jeopardize the health of fellow employees or when the presence of contagious disease in the employee's immediate family requires the employee's personal care. A contagious disease is a disease ruled as subject to quarantine, requires isolation of the patient or requires restriction of movement of the patient for a specified period as prescribed by the Health Authorities having jurisdiction. If local health authorities or regulations fail to specify how long a patient with a contagious disease should be subject to isolation, quarantine or restriction of movement, a certification of a physician as to the period required is sufficient to support the granting of sick leave. The employee must support the request for leave due to contagious disease with a doctor's statement that the employee has, or has been exposed to, a contagious disease, what the disease is, and that the employee must remain at home: or in a hospital. Sick leave will be granted in fifteen (15) minute increments. Employees will accrue sick leave pursuant to 5 USC 6307.

Section 2. Bargaining unit employees shall be required to furnish a medical certificate to substantiate a request for approval of sick leave when sick leave exceeds three (3) full duty days or more. Such medical certificate will include the diagnosis/prognosis and will specify the fitness of the employee to resume his duties or any restrictions imposed thereto. Such medical certification will be provided immediately to the Employer upon return to work.

Section 3. An employee may request to use annual leave or leave without pay in lieu of sick leave. Use of any leave is contingent upon the supervisor's approval. In accordance with applicable rules and regulations, sick leave, not to exceed

thirty (30) days duration, may be advanced to an employee in case of serious illness or disability. A request for advanced sick leave must be made in writing and will include certification from a physician regarding the need for such leave and expected date to return to work. Advanced sick leave will not be granted if it is considered likely the employee will not return to work for a sufficient period of time to earn the leave.

Section 4. The supervisor may require administratively acceptable evidence to assure that the nature of an illness is such that it is incapacitating. The supervisor has the right to require that an employee furnish a doctor's certificate for each absence for which sick leave, or other leave in lieu of sick leave, was requested, when there is reasonable evidence that the employee is abusing sick leave. Normally, before requiring the employee to provide such doctor's certification, the following procedures will apply:

a. Document the pattern of such abuse, counsel the employee and document the counseling session.

b. Issue a letter of requirement informing the employee that he will be required to support each sick leave absence with a physician's statement, regardless of duration, which meets the requirement of Section 2.

c. The employee's attendance will be re-evaluated after six (6) months from the issuance of the letter of requirement. If there is no evidence of abuse and/or there is improvement in the use of sick leave, the employee will be informed that there is no longer a requirement for providing a doctor's certification for each period of absence. If the sick leave abuse persists, the requirement for a doctor's certification will continue and will be reviewed every six (6) months.

d. If sick leave abuse again occurs within six (6) months of the withdrawal of the letter of requirement, a new letter of requirement will be issued.

e. Continued excessive use or abuse of sick leave may require requesting medical documentation/determination and/or other administrative action as appropriate.

Section 5. An employee who is incapacitated for duty will notify the supervisor or other designated responsible person at the duty

station of the situation as soon as possible, but not later than one (1) hour before the beginning of the employee's shift, and request appropriate leave. The employee shall notify the supervisor as to the expected duration of absence and shall request appropriate leave. Fire inspectors who are incapacitated for duty will notify the appropriate on-duty supervisor normally prior to the start of the shift, but no later than two (2) hours after their shift begins.

Section 6. When an employee determines that the absence will extend beyond the originally approved period, the employee will contact the supervisor before the end of the originally approved leave period to request additional leave. The employee will indicate the reasons prompting the continued absence and the anticipated duration. In the event that the employee is incapacitated to the extent that he/she cannot make the notification personally, the spouse or other family member may notify the appropriate supervisor on the extent of the injury or illness. In accordance with applicable rules and regulations, employees returning to duty following absences of three (3) full duty days or more due to sickness may be cleared through Occupational Health for fitness for duty.

Section 7. Time spent for medical examination and treatment at the dispensary or hospital during work hours for a job related injury or illness will be considered time in a duty status.

Section 8. Approval for sick leave for prearranged medical appointments will normally be secured from the appropriate supervisor at least one tour of duty in advance of the absence. In so far as possible, employees should schedule those appointments for non-duty days. Each employee is expected to use the minimum sick leave necessary for obtaining treatment normally not to exceed eight (8) hours for pre-arranged medical appointments.

Section 9. The Employer agrees that when a unit employee becomes seriously incapacitated or is seriously injured while on duty, the employee's next of kin will be notified as soon as practicable in accordance with applicable instructions. The Employer agrees to provide transportation to the proper medical facilities when a unit employee becomes seriously ill or injured.

Section 10. If the examining medical official determines that a unit employee is not fit for duty after reporting for work, the

employee will be advised to request some type of leave and go to seek appropriate medical treatment. The employee will be responsible for arranging transportation in those cases where the employee's health or welfare is not in jeopardy.

Section 11. The Family Friendly Leave Act (FFLA) will be administered in accordance with 5 CFR Part 630 and this agreement:

a. Requests for sick leave under FFLA will normally be submitted to the appropriate supervisor in advance of the date the leave is to start and will be submitted on Standard Form 71.

b. Since bargaining unit employees work an uncommon tour of duty, the basic amount of sick leave to be made available under FFLA each leave year will be equal to the average number of hours of work in an employee's scheduled tour of duty each week (i.e., 56/72 hours). Additionally, a bargaining unit employee who maintains a sick leave balance equal to at least twice the average number of hours in the employee's scheduled tour of duty (i.e., 112/144) may use each leave year an amount equal to the number of hours of sick leave normally accrued by the employee during a leave year (i.e., 312 hours).

c. Documentation to validate the granting of any amount of sick leave under Article 18 Section 1(c) is required due to the mission-essential status of bargaining unit employees. Such documentation will normally be submitted in advance of the date leave is to start and must include the medical diagnosis/prognosis of the family member and the necessity of the absence of the bargaining unit employee.

## ARTICLE 14 – HEALTH, MORALE, AND WELFARE

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

- a. Adequate bedding (mattress, pillow, 2 sets of sheets and pillow cases, blanket, bedspread, and reading lamps);
- b. Refrigeration for storage of employee's food;
- c. Cooking and eating utensils, including, but not limited to: pots, can openers, coffee maker, toaster, microwave oven, broiler, glasses, plates, bowls, forks, spoons and knives;
- d. Dishwasher and suitable lounge furniture at each station;
- e. TV and VCR (for training and recreations purposes) at each station.

Section 2. The Employer agrees to extend the same considerations to the living conditions in the Fire Station as is extended to other living quarters when utilities and/or appliances break down or need replacing. Maintenance problems will be called to the attention of the on-duty supervisor who will notify the appropriate maintenance authorities and request action to correct the problem.

Section 3. The Employer agrees to conduct inspections in the living quarters of all fire stations for any health and safety issues on an annual basis. The Employer agrees to supply the Union upon request with a copy of the inspection report, along with its recommendations. The Employer further agrees to initiate abatement action to correct any discrepancies found within ten (10) days.

Section 4. The Parties agree that proposed changes or improvements to living spaces will be addressed by the Partnership Council, including any self-help projects.

Section 5. In the event that circumstances require, the Employer agrees to furnish mental health critical stress debriefing which may be provided by an outside source by someone familiar with the functions of the fire service provided the following requirement is met:

- The need for treatment is career-related from incidents within the job scope.

Section 6. The Employer and the Union recognizes that the living quarters in the fire station represent space allocated rest, recreation, washroom and sleeping areas for unit employees and normally will not use these areas as public facilities or for public training.

Section 7. Employee Counseling. The Employer and the Union recognize "alcoholism and drug abuse" as treatable illness(es). Furthermore, both parties are committed to aiding employees who request assistance in obtaining counseling services for these and other health problems which have an adverse effect on job performance. The Employer will offer assistance in accordance with applicable Instructions. Appropriate and reasonable amount of leave may be granted for the purpose of treatment or rehabilitation as with any other illness. The Partners further agree that the Partnership Council(s) may look into enhancing the current Employee Assistance Program (EAP) to ensure that the specific needs of firefighters and their families are being met.



## ARTICLE 15 - LIGHT DUTY AND PUBLIC SAFETY OFFICERS' BENEFIT ACT

Section 1. The Employer and Union agree that "light duty" assignments will normally be provided for those employees who are injured on the job and unable to perform their normal duties. The light duty assignment and duration shall be approved by the employee's physician and the Employer. The Union shall encourage employees to return to normal duties as soon as practicable. Light duty assignments may be at a different facility/department than the one to which the employee is normally assigned. The Employer shall make every reasonable effort to utilize bargaining unit employees within the activity's Fire Department. The procedures set forth in applicable instructions shall be applied to both on-the-job and non-job related illnesses or injuries which require medical restrictions. In such cases on-the job will prevail over non-job.

Section 2. Public Safety Officers' Benefit Act (PSOB). The PSOB is a law under which a claimant, who has a certain relationship to a Fire Fighter who died because of firefighting activity, can be entitled to a monetary benefit. The Department of Justice, Bureau of Justice Assistance, Public Safety Officers' Benefits Division administers the program. Bargaining unit employees are advised to keep potential claimants, i.e., spouses, children, and/or parents informed. A claim for death benefits must be filed within one year, and medical evidence may be required to support the claim. The Employer agrees to keep accurate records of all bargaining unit employees to ensure that all relevant/required information is maintained to date. The Employer and the Union will assist claimants in processing claims for PSOB benefits.

## ARTICLE 16 - INJURY COMPENSATION

Section 1. When an employee of the unit is seriously injured on the job, the Employer will request the response of appropriate emergency medical care providers and will assure transportation to an emergency medical facility for initial emergency care. An employee injured in the performance of duty will be considered in a duty status and will receive pay without charge to leave for the time required to obtain emergency care at the closest medical facility in accordance with existing EMS protocol.

Section 2. An employee who is injured or suffers an occupational disease in the performance of his duties will be compensated in accordance with applicable rules and regulations. The Employer agrees to counsel the employee on the procedures for filing claims and the benefits to which he is entitled. A claimant will be permitted to be represented by a Union official or other person on any matter pertaining to an injury occurring in performance of duty. This representation shall be authorized in writing by the claimant.

Section 3. The Employer agrees to process claims for injury compensation in accordance with rules issued by the Office of Worker's Compensation Programs (OWCP), in accordance with the Federal Employees' Compensation Act (FECA). It is agreed that unit employees who incur a job connected injury or occupational disease will complete the appropriate form (CA-1 for traumatic injuries; CA-2 for occupational diseases) in a timely manner. Injury claims should be reported within two (2) calendar days of the incident. If the employee is incapacitated because of his job connected injury or occupational disease, the Employer will prepare the appropriate form on the employee's behalf. In all cases where a CA-1 or CA-2 is completed by the employee, the Employer will complete the official supervisor's report to insure that any known witnesses to the accident provide signed statements. The Employer will insure that any injury reports are provided promptly to the Personnel Office. Notification of an employee's supervisor concerning the employee's status will be the same as for sick leave. Employees will submit form CA-17 as expeditiously as possible in order to aid in resolving work status.

Section 4. Time spent for medical examination and treatment at the medical facility during work hours for a job incurred injury or any disease caused by employment will be considered as time

spent in a duty status. If the employee is not returned to duty after examination and treatment, the employee will be carried in a pay status for all time spent in securing examination and undergoing treatment to the extent of his/her scheduled regular/overtime tour, in which the injury/disease occurred.

Section 5. If an employee of the Unit is transferred to another shift while on compensation, the employee may request return to the previously assigned shift by making such request in writing to the appropriate supervisor concerned upon the employee's return to duty. The Employer will reply to the request in writing within seven (7) calendar days.

Section 6. The Employer may assign an employee duties commensurate with instructions of the physician of record when an employee is capable of performing such duties and such an assignment is determined by the Employer to be necessary and reasonable to meet the mission and such position is available.

## ARTICLE 17 - ULP INFORMAL SETTLEMENT

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

Section 2. The procedures set forth herein will be applied when either party alleges that the other party has violated a provision of 5 USC 7116; however, allegations involving Section 7116(b) (7) (A) are exempt from this Agreement. These procedures shall apply to unfair labor practice allegations raised between subordinate installations of the Employer and Locals of the Union.

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

Section 4. Procedures.

a. Where a party to this Agreement believes that the other party has engaged in any act prohibited by 5 USC 7116, that charging party must notify the responding party of an intent to file an unfair labor practice charge with the Federal Labor Relations Authority. Such notification must be received by the responding party at least seventeen (17) calendar days prior to the filing of such charge with the Authority. Alleged violations of Section 7116 (b) (7) (A) of 5 USC 71 are exempt from this requirement and shall be processed in accordance with applicable rules of the Authority.

b. Where the Local Union is the charging party, written notification will be served upon the Employer. Where the employer is the charging party, the Employer shall serve the Local Union President.

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

d. At the Installation level, the Employer may meet informally with the Local Union President to discuss the alleged unfair labor practice(s). Such meeting shall normally take place within ten (10) calendar days of receipt of written notice by a responding party as provided above. Any such meetings at the Command level will be held only upon mutual agreement.

e. When a discussion is held, a determination will be made as follows:

- (1) The issue.
- (2) Facts leading to the alleged ULP.
- (3) Identity of the witnesses the charging party desires to be contacted.
- (4) Arrangements for further discussion between the parties.

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

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

Section 5. Enforcement. Disputes over the interpretation and application of this Article shall be resolved exclusively under the Negotiated Grievance Procedure.

## ARTICLE 18 - STATION UNIFORMS FOR FIRE FIGHTERS

Section 1. This Article sets forth the terms and conditions for providing, maintaining, and wearing of the Station uniform and protective footwear for bargaining unit employees.

Section 2. Requirements. The requirements and conditions for the station uniform for bargaining unit employees will be in accordance with the provisions of AR 670-10, DoDI 6055.6 and this Agreement. There will be no changes in the prescribed station uniform without consultation with the Union.

Section 3. Uniform allowance. Bargaining unit employees will be provided an uniform allowance in accordance with applicable laws, rules and regulations. The uniform allowance is governed by Title V, use, Subchapter 1, Sections 5901, 5902 and 5903.

a. Initial allowance. The purpose of the initial uniform allowance is to help pay the initial cost of the required uniform for bargaining unit employees initially coming on board. The initial allowance shall be the maximum amount allowable by law. The initial uniform allowance shall be provided to newly hired bargaining unit employees as soon as possible after they have been hired. In addition, a proportional amount of the initial uniform allowance will be provided when an employee is permanently promoted to position within the bargaining unit when the uniform is markedly different.

b. Replacement allowance. The purpose of the replacement uniform allowance is to help pay for the replacement of uniforms. The replacement allowance shall be the maximum amount allowable by law, annually. The replacement allowance shall be paid to bargaining unit employees annually at the beginning of the fiscal year.

Section 4. Accessories for the station uniform shall consist of breast and hat badges, collar devices, and shirt patches. As far as the activity fire department budget permits, the Employer agrees to provide these accessories to all bargaining unit employees. If the Employer is unable to provide such accessories, employees will not be required to wear them if they do not already have such accessories. The Employer agrees to allow bargaining unit employees to wear the IAFF union pin on the right side above the name tag.

Section 5. Abbreviated uniform. Bargaining unit employees, while out of the fire station performing work-related functions, will be allowed to wear an abbreviated uniform as determined through a locally established Standard Operating Procedure developed by the Partnership Council. Such alternate clothing will be at the expense of the employee. Full uniform will be required upon leaving the fire station for performance of official duties (e.g., change of commands, public education events, official ceremonies).

Section 6. Standards of appearance. When wearing the uniform, bargaining unit employees will at all times present a neat appearance--clothes cleaned, pressed, and in an acceptable state of repair. The Employer agrees that bargaining unit employees shall not be required to wear the station uniform to and from work. Bargaining unit employees must be well groomed at all times. Hair should be neatly trimmed to a degree that long loose hair does not present a hazard when wearing the protective equipment. Acceptability of hair will hinge on the ability of the employee to obtain a tight seal with breathing apparatus.

Section 7. Safety footwear. Safety shoes for bargaining unit employees will be supplied by the Employer and will comply and meet the Standards of ANSI/OSHA as determined through a locally established Standard Operating Procedure developed by the Partnership Council.

## ARTICLE 19 - PERFORMANCE APPRAISALS

Section 1. The Total Army Performance Evaluation System (TAPES) for bargaining unit employees will be administered in accordance with AR 690 400. Employees will be provided written performance plans which document expectations that are based on organizational mission and goals and that reflect the types of duties and responsibilities listed in the job description. Written performance plans will be communicated to each employee within thirty (30) days of the beginning of the rating period. There will be a documented progress review midway in the rating period.

Section 2. An employee will be given a copy of the written performance plan, within thirty (30) days of the beginning of the rating period.

Section 3. When an employee's performance fails to meet responsibility/objectives in one or more objectives resulting in an overall rating of Level 5 (unsuccessful), the employer will provide the employee reasonable opportunity to demonstrate at least "fair" (Level 4) performance prior to any proposed removal or reduction in grade. The employee will be so informed in writing and provided guidance and assistance under a Performance Improvement Plan (PIP). In certain circumstances, adverse actions for performance may be effected under AR 690-700, Chapter 751, in which case the requirement for a PIP is encouraged but not mandated.

Section 4. Within-Grade Increases. The granting and/or denial of a within-grade increase shall be taken in accordance with applicable regulations.

Section 5. Employees Reassigned or Detailed. Employees who are detailed to classified positions or reassigned to another position for two (2) full pay periods shall be furnished a copy of the position description. The performance plan shall be discussed with the employee prior to the detail or reassignment.



## ARTICLE 20 - PROMOTIONS, TEMPORARY PROMOTIONS AND DETAILS

Section 1. When merit promotion procedures are utilized for filling unit positions, the promotion policy set forth in this AGREEMENT and the controlling merit promotion plan and other applicable laws, rules and regulations shall apply.

Section 2. Merit Promotion is the primary means for consideration of filling a vacancy. The Employer may fill positions by other methods when appropriate, for example:

a. DOD Stopper Lists.

b. Reinstatement to the same or lower grade level than the last held permanent grade level, provided the person was involuntary separated. Persons who have been voluntarily separated will not receive priority consideration in filling a position. Concurrent consideration, however, may be given.

c. Reassignments or demotions of employees to positions with no higher potential than the currently held position.

d. Selections from the Repromotion List at the same or lower grade level than the position from which separated.

e. Selections from OPM Registers, certificates or other sources.

f. Selection from the Veteran's Readjustment Program Register for entry level positions when the minimum area announcement does not result in a sufficient number of highly qualified candidates.

g. Selection from the Handicapped Program for entry level positions when the minimum area announcement does not result in a sufficient number of highly qualified candidates.

h. When it is known or experience has shown that no qualified bargaining unit employees are available.

Section 3. When filling unit positions under the Merit Promotion Program, announcements will remain open for a minimum of fourteen (14) calendar days.

a. Job opportunity announcements for positions in the unit

will be posted on the bulletin board at each Fire Department, for the above mentioned time.

Section 4. Unit employees that are candidates for promotion shall be given the following information upon request:

a. Whether the employee was considered for promotion and, if so, whether eligible or ineligible.

b. Whether the employee was one of those in the group from which the selection was made.

c. Who was selected for the promotion.

d. Upon request, the Civilian Personnel Office (CPO) will identify what areas, if any, the employee should improve to increase his chances for future promotions.

Section 5. The Union will be informed of any Fire Department administered job-related pre-employment physical performance test given in connection with bargaining unit positions and provided the opportunity to attend as an observer.

Section 6. If an employee is not rated by the CPO among those employees referred for consideration by the Employer for promotion for a position within the bargaining unit, he may grieve that rating in accordance with the negotiated procedure set forth in this AGREEMENT.

Section 7. The Employer agrees that details and temporary promotions to all vacant positions within the bargaining unit shall be consistent with applicable instructions, laws and regulations. The Employer agrees that the use of details and temporary promotions in relation to all vacant positions within the bargaining unit shall be consistent with the spirit of the merit system and, where practicable, details and temporary promotions will be rotated among well qualified bargaining unit employees. Selections for temporary promotions of 120 days or less may be made on a noncompetitive basis. Competitive promotion procedures will be used for temporary promotions over 120 days and for details to higher graded positions for over 120 days. Any detail of more than 30 calendar days shall be reported on Standard Form 52 and be maintained as a permanent record in the employee's official personnel folder. Such records shall be given due consideration during the evaluation of an employee for promotion.

The Employer will inform employees of the reason for the detail and the nature of the detail, by providing a copy of the SF-52 to the employee and answering any questions the employee may have.

Section 8. An employee who is on approved leave, or attending a training course, will be considered for an advertised position for which qualified, provided that an application for the position vacancy is timely filed in accordance with the merit promotion plan.

## ARTICLE 21 - CONTRACTING-OUT AND FURLOUGHS

Section 1. Contracting-Out Fire Protection. The Employer agrees that funds shall not be obligated or expended for the purpose of entering into a contract for the performance of fire fighting functions pursuant to 10 USC 2465.

Section 2. The Employer agrees to notify the Union if the current status on contracting-out changes and a decision is made to contract-out or to change the work technology which would result in the abolishment of positions encumbered by the unit employees.

Section 3. The Parties agree that the procedure for placement of employees affected by a decision to contract out will be in accordance with those outlined in OMB Circular A-76 and other applicable laws or rulings by the OPM, the Agency or the Courts.

Section 4. Furloughs. In the event the Employer determines a furlough is required, the following procedures will apply:

a. The Union will be informed in advance of:

(1) The reason for the furlough.

(2) The expected length of the furlough.

(3) An estimation of the number of employees affected by the furlough.

b. All personnel actions will be accomplished in accordance with applicable laws, rules and regulations.

c. Unless the furlough results from unforeseeable circumstances, bargaining unit employees will receive at least thirty (30) days advance written notice of the furlough, will be given at least seven (7) days to answer orally and/or in writing, and will receive a written decision prior to being furloughed.

d. An employee and the Union Representative, if designated by the employee, will be authorized official time to review supporting material, seek assistance, secure affidavits and other documentary material and prepare and make their reply.

e. Reduction-in Force procedures will be used when it is anticipated the furlough will exceed thirty (30) days.

f. Fire Fighters will be furloughed on an hourly basis. For example, if a furlough is five (5) "days", Fire Fighters will be furloughed forty (40) hours.

## ARTICLE 22 – PARTNERSHIP

Section 1. The Employer and the Union agree to establish a Partnership Council at each individual Fire Department to promote labor management relations focused on supporting and enhancing the Fire Department's mission and creating and maintaining a high performance workplace which delivers the highest quality products and services at the lowest possible cost. The Partnership Council will be committed to pursuing solutions that promote increased quality and productivity, customer service, mission accomplishment, efficiency, quality of work life, employee improvement, organizational performance and military readiness. In the spirit of Executive Order 12871, the Council will enable the parties to become full partners in identifying problems, areas of concern, and changes to personnel policies, practices and procedures and matters affecting the working conditions of bargaining unit employees and to identify viable solutions to problems to enhance productivity and reduce costs.

Section 2. It is the intention of the Partners to maintain a safe, healthy, and quality workplace, where people are treated fairly and equitably. We will respect each other and work together to accomplish the Employer's mission. Both the Employer and the Union recognize that, while we have many common interests, we may also have legitimate differences which must be respected and understood. The Employer and the Union resolve not to let specific disagreements affect their positive relationship and this Partnership.

Section 3. The Partnership Council will be comprised of not more than six (6) members. There will be an equal number of members on both sides. The Union shall be represented by the local President or his designee and not more than two union representatives designated by the local President. The Employer shall be represented by the Fire Chief or his designee and two management officials having knowledge and/or jurisdiction on the agenda items being discussed.

Section 4. The Partnership Council further agrees to establish mutually-agreed to sub-committees to provide recommendations to the Partnership Council. Each sub-Committee will consist of not more than three members on both sides selected by each Partner. There will be an equal number of members on both sides. These sub-committees will be tasked with making recommendations, on the issues before them, to the Partnership Council for possible

action. At the mutual agreement of both Partners, subject matter experts may attend meetings to offer advice or information.

Section 5. Meetings of the Partnership Council and sub-committees will be scheduled as mutually agreed to by the Partners. Meetings shall not result in overtime costs or compensatory time. The Council and sub-committees will meet with respect to personnel policies and practices and matters affecting working conditions of bargaining unit employees; to share information; to discuss issues with the sincere resolve to understand each other's point of view; consider such matters as the application, interpretation and implementation of rules, regulations and policies; and facilitate an earlier resolution of conditions which have the potential for creating misunderstandings.

Section 6. Decision-making within the Council will be based on consensus and such decisions are binding. If consensus is reached, all bargaining obligations, if appropriate, will have been met, including impact and implementation bargaining. If consensus cannot be reached, the issue(s) if otherwise negotiable will be submitted for bargaining as appropriate pursuant to this Agreement. The decisions of the Council will be publicized jointly.

Section 7. Any member of the Council may submit new ideas and/or suggestions to the Council for review and consideration. The Partners will develop the agenda items for each meeting. The identification of the agenda, new projects/issues and the crafting of any agreements/recommendations will be mutually agreed to by the Partners. Minutes of each meeting will be maintained. These meetings will reflect only what was done, not what was said. Copies will be provided to all members of the Council. Individual employee grievances will not be decided by the Partnership Council.

Section 8. Bargaining unit employees serving on the Council or sub-committees will be authorized reasonable official time, as appropriate, for attending meetings and/or performing taskings for the Council/sub-committee. Official time will be requested in accordance with this Agreement.

Section 9. The Partnership Council may mutually develop and implement additional rules and procedures to carry out its activities.

## ARTICLE 23 - REDUCTION-IN-FORCE (RIF) ACTIONS

Section 1. The Employer agrees that after it is determined that a RIF affecting unit employees is necessary, the Union will be informed of the planned reduction in force as early as possible. This notification will include the number of employees, types of positions, the effective date the action is to take place and the reason(s) for the reduction in force. Such notification will allow the Union the opportunity to make its views known and to make recommendations concerning the RIF in time for the Employer to respond to the Union's input. The Union will be kept current on all aspects of the RIF including changes in the implementation dates.

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

Section 3. Any career or career conditional employee who is separated because of RIF actions will be placed on the REEMPLOYMENT priority placement list, in accordance with applicable laws and regulations, and will be given priority consideration for rehiring in temporary (at employees option) and permanent positions for which qualified. Acceptance of a temporary appointment within his normal commuting area will not prejudice an employee's right to be offered permanent employment.

Section 4. Employees who have been demoted through reduction in force shall automatically be referred for consideration against vacancies for which they are qualified during the two year grade retention period as required by published agency policies and regulations and consistent with the provisions of the Merit Promotion Program.

Section 5. It is agreed that an employee of the unit who elects to take a demotion in the unit in lieu of a reduction in force action must be qualified to perform satisfactorily the duties of the lower position where displacement of another employee is involved. The determination as to whether an employee can satisfactorily perform the duties of the lower position rest with the Employer.



Section 6. In the event the Employer proposes or decides to effect an organizational change which will affect bargaining unit employees, the Employer agrees to inform the Union.

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

## ARTICLE 24 - DRUG-FREE WORKPLACE

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

Section 2. In order to eliminate the safety risks which result from being under the influence of illegal drug usage, the Partners agree that the establishment and administration of the DFWP shall be accomplished in compliance with Executive Order 12564, applicable laws, rules and regulations including AR600-85 (Latest Revision). The Employer agrees that the Union will be notified in writing of any changes to existing laws, rules, and regulations, prior to implementation for the purpose of negotiating the Impact and Implementation of the proposed changes.

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

Section 4. Testing Designated Positions are all bargaining unit positions within the GS-0081 Classification Series that the Employer has determined to meet the criteria for random drug testing. If modified by the Employer, the Union will be advised in writing.

Section 5. Frequency of Testing.

Random Drug Testing will be conducted in accordance with established law, rule and regulations.

Section 6. Initial Notification of Employees.

When drug testing is required, the Employer will inform concerned bargaining unit employees at least 90 days before the initial

urinalysis of the following:

- a. The reasons for the urinalysis test.
- b. The consequences of a positive test or refusal to cooperate, including disciplinary/adverse action up to and including removal.
- c. Opportunity to submit supplemental medical documentation to support the legitimate use of a specific drug.
- d. Of the availability of drug counseling and referral services, including the name and phone number of the local employee assistance program counselor.
- e. The requirement to sign DA Form 5019-R (Condition of Employment for Certain Civilian Positions Identified as Critical under the Drug Abuse Testing Program).

Section 7. Elements of the Testing Procedure.

The Employer agrees that the following procedures will be utilized, subject to law, rule, or regulation.

- a. Upon direction of management, designated bargaining unit employees will report to the designated location to be tested.
- b. Tests will be given in accordance with the guidelines established by the Department of Health and Human Services and applicable court decisions and AR 600-85.
- c. Upon a positive urinalysis test, the Medical Review (MRO) can order another sample be given if, in the opinion of the MRO, a second sample is necessary.
- d. Upon a confirmed positive test result by the Medical Review Officer, the Employer can consider taking any and all of the following actions: temporarily assigning such employee to other duties; placing employees in a leave status; or any other action as provided for in applicable directives.
- e. The Employer, the Drug Program Coordinator (DPC) shall "determine the method of random selection from the pool of employees subject to random testing. The Employer will provide the Union a copy and demonstration of the selection program-used.

The Union will be notified in writing, in advance, when the selection method/process is being changed. The Employer will also provide the Union copies of all relevant information relating to the DFWP upon written request in accordance with applicable regulations.

Section 8. Confidentiality and Safeguarding of Information.

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

b. Within the requirements of law and regulations, including the Privacy Act, bargaining unit employees will be assured that matters relating to Drug Testing will be treated confidentially. Information will be released only to those officials/agencies authorized by regulations. The Employer shall insure that Drug Test Records are maintained in accordance with the Privacy Act.

c. Bargaining unit employees will be advised of their rights to review and receive copies of documentation maintained by the Drug Program Coordinator relative to the employee's individual drug test.

d. Bargaining unit employees can contact the Drug Program Coordinator to determine results of their drug tests.

Section 9. Counseling and Rehabilitation.

a. Bargaining Unit Employees whose tests have been confirmed positive will be notified in writing of the opportunity to be referred to the Employee Assistance Program Counselor for counseling. Employees will be informed of the consequences should they refuse counseling or rehabilitation. If the bargaining unit employee chooses to participate in the program further urinalysis may be conducted.

b. The Partners agree that the Employee Assistance Program will provide counseling to bargaining unit employees who either volunteer or are management referred for this counseling.

c. Normally, bargaining unit employees may be returned to duty after successful completion of rehabilitation. The employee may return to the same or similar position occupied before the drug problem was identified unless the Employer determines there

are reasons for alternative assignment.

d. Safe Harbor. Under "Safe Harbor", a bargaining unit employee who voluntarily identifies himself as a user of illegal drugs, prior to being identified by other means, and seek counseling or rehabilitation assistance and thereafter refrains from using illegal drugs will not be subject to disciplinary action for prior drug use. The Employer is not precluded from administering discipline for reasons unrelated to the admission of drug use. The employee must successfully complete the rehabilitation program and remain drug free thereafter. This does not effect ongoing operation of the Civilian Employee Assistance Program, under which employees may seek rehabilitation assistance for drug abuse problems and be assured that such information will not be released to activity management officials unless signed authorization is completed by the employee.

## ARTICLE 25 - FIRE DEPARTMENT TRAINING

Section 1. The Employer and the Union agree that training and development of employees in the unit is important in accomplishing both the mission of the Employer and the Federal career goals of the employee. The Employer will develop, promote, and maintain adequate training programs which are consistent with the needs of the activity Fire Department and in accordance with applicable regulations. The Employer agrees to provide unit members with information concerning available firefighting schools conducted by the Department of Defense, Federal, Nationally Recognized Organizations, State and County organizations. A reasonable effort will be made by the Employer to send employees to such schools at no cost to the employee, based on mission requirements. The Employer agrees to consider adjustment of the employee's work schedule to facilitate attendance at outside training, insofar as may be accommodated by mission requirements. Training directed by the Employer shall be accomplished while the employee is in a duty status. The parties agree that each employee is responsible for applying a reasonable amount of time and effort to keep abreast of the changing technology of his/her occupation.

Section 2. The parties agree to encourage employees to take advantage of training and educational opportunities. The Employer agrees to permit unit employees to attend training courses during their duty time without loss of pay or leave, providing: (1) the Employer has determined that the course is job related; (2) the request has been submitted and approved in advance; and (3) the employee can be spared from his/her regular duty assignment.

Section 3. Training opportunities will be afforded to all bargaining unit employees in an equitable manner. The Fire Department training program will meet or exceed the requirements as outlined in appropriate laws, rules and regulations.

Section 4. A DD/Form 1556 must be submitted and approved for duty time off to attend training if it *is* a cost course. The employee will have one copy endorsed by the instructor or official who provides the training. Training records will be maintained in all cases.

Section 5. Travel funds shall be provided in accordance with applicable regulations for all training approved by the Employer

involving travel.

Section 6. Each Fire Department will maintain an accessible library that contains pertinent directives, publications, technical orders and pamphlets necessary to manage Fire and Emergency Services.

Section 7. A bargaining unit employee who is assigned to a new position will be given a reasonable period of time, as determined by the Employer, to become familiar with the requirements of the new position.

Section 8. Inasmuch as the sole purpose of job training is to assist in maintenance and retention of a fully qualified Fire Protection/Fire Prevention workforce, training will not be assigned nor drills held as punitive measures. Extreme weather conditions will be considered by the Employer when scheduling outside drills/training. Care should be exercised by the Employer to utilize bargaining unit employees within their physical abilities. Hazardous Materials Response training will follow the requirements of OSHA 29 CFR 1910.120 and NFPA Standards 471 and 472. Live fire training for structures will comply with NFPA Standard 1403 and outside live fire training evolutions will comply with NFPA Standard 1406.

## ARTICLE 26 - DISCIPLINARY ACTIONS

Section 1. The Employer and the Union agree that the purpose of disciplinary action is to correct the offending employee and maintain discipline and morale among other bargaining unit employees. For the purpose of this Agreement, the term "disciplinary actions" includes letters of reprimand and suspensions of not more than fourteen calendar days and are grievable under the negotiated grievance procedure.

Section 2. Disciplinary actions shall only be taken for such cause as will promote the efficiency of the service. Consideration shall be given to the minimum disciplinary remedy that can be reasonably expected to correct the offending employee and maintain discipline and morale among other employees.

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

a. A preliminary investigation or inquiry will be made to determine the facts. Part of this preliminary investigation may include a discussion with the affected employee.

b. The employee will be notified of the time of the discussion, and if the employee is advised that disciplinary action is being contemplated, the employee may have a Union representative if he/she so requests.

c. On conclusion of this discussion and on review of the information developed, the employer will determine whether disciplinary action should be initiated.

Section 4. Disciplinary actions shall be initiated and affected in accordance with the provisions of this Agreement and applicable laws and regulations.

Section 5. Any employee against whom a disciplinary action is proposed shall be notified in writing of the reasons for such action. Nothing in this agreement prevents an employee or his/her representative from recommending, in the reply to a proposed notice, a lesser penalty. If the Employer adopts the recommendation, the disciplinary action may not be grieved or appealed.



Section 6. Whenever possible, the employer will make reasonable effort to propose discipline as soon as possible after becoming aware of the incident. The employee or his/her designated representative will offer their written and/or oral reply to the disciplinary proposal within ten (10) calendar days. Extensions of time may be authorized upon written request.

Section 7. The employee and the Union may exercise their right to grieve the disciplinary action under provisions of this agreement. The employee and his/her Union representative are entitled to a reasonable amount of official time to prepare and present the grievance.

Section 8. The Employer, at the request of the employee or the employee's designated representative, will furnish all documents and any other supporting material which the Employer relied upon to support the disciplinary action, in accordance with applicable laws, rules and regulations.

Section 9. If any disciplinary action is not sustained against an employee, all references to such actions will be withdrawn from the employee's official personnel files.

Section 10. The Employer and the Union agree that an "Alternate Discipline Program" may be available for the Employer to utilize when appropriate. The Employer may substitute letters of reprimand in lieu of progressive suspensions (e.g., letters of reprimand in lieu of one-day suspensions, letters of reprimand in lieu of three-day suspensions, etc.). The letters of reprimand, for determining past disciplinary records and appropriate penalties would have the same weight and effect as the suspensions.

## ARTICLE 27 - ADVERSE ACTION

Section 1. Adverse actions covered by this Article are removals, of more than fourteen days, furloughs of thirty days reduction in pay or grade as defined by 5 USC 7512.

Section 2. Adverse actions shall be initiated and effected in accordance with the provisions of this Agreement and applicable laws and regulations.

Section 3. Prior to initiating adverse actions, the following procedures normally will be followed:

a. A preliminary investigation or inquiry will be made to determine the facts. Part of this preliminary investigation may include a discussion with the affected employee.

b. The employee will be notified of the time of the discussion, and if the employee is advised that adverse action is being contemplated, the employee may have a Union representative present if he/she so requests.

c. On conclusion of the discussion and on review of the information developed, the Employer will determine whether adverse action should be initiated.

Section 4. Any employee against whom an adverse action is proposed shall be notified in writing of the reasons for such action.

Section 5. Whenever possible, the Employer will make reasonable effort to propose the action as soon as possible after becoming aware of the incident. The employee or his designated representative will offer their written and/or oral reply to the proposing official within fifteen (15) calendar days. It is recognized that an employee may be represented by a person of his choice when exercising rights under adverse action procedures. Nothing in this agreement prevents an employee or his representative from recommending, in the reply to a proposed action, a lesser penalty. If the Employer adopts the recommendation, the adverse action may not be grieved or appealed.

Section 6. Actions under this Article may be appealed utilizing the procedures of the Negotiated Grievance Procedure or to the Merit Systems Protection Board (MSPB) but not both. The attention of all employees is drawn to the time requirements and procedural variations between the options noted in this section and the necessity for the employee to elect one or the other process. An employee shall be deemed to have exercised his option for one of the procedures described above at such time as he files under either procedure, whichever comes first.

Section 7. The Employer, at the request of the employee or his designated representative, will furnish all documents and any other supporting material which the Employer relied upon to support the adverse action, in accordance with applicable rules and regulations.

Section 8. If any adverse action is not sustained against the employee, all references to such action will be withdrawn from the employee's Official Personnel file.

Section 9. Nothing in this AGREEMENT prevents the Employer from considering "Last Chance Agreements" (LCA). Last Chance Agreements are instruments designed to permit an employee subject to an Adverse Action a last opportunity to demonstrate that he can be successfully rehabilitated, e.g., that his performance or conduct can be improved to the Employer's satisfaction, and that the adverse action should not be taken. The agreements are tailored to the special circumstances involved in each case. They allow the Employer, at its discretion, to forego or delay implementation of an adverse actions in order to give an employee a last chance to demonstrate successful rehabilitation.

## ARTICLE 28 - NEGOTIATED GRIEVANCE PROCEDURE

Section 1. The purpose of this Article is to establish a procedure for the prompt and equitable settlement of grievances. A grievance means any complaint by: (1) any employee concerning any matter relating to the employment of the employee; (2) the Union concerning any matter relating to the employment of the employee; or (3) any employee, the Union, or the Employer concerning the effect or interpretation or a claim of breach of collective bargaining agreement, or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment. This procedure shall be the exclusive procedure for resolving such complaints except for the following matters which are specifically excluded from the procedure:

- a. Any claimed violation of subchapter III of Chapter 73 of this title (relating to prohibited political activities)
- b. Retirement, Life Insurance, or Health Insurance;
- c. A suspension or removal for national security reasons (Section 7532, Title 5, USC);
- d. Any examination, certification or appointment;
- e. The classification of any position which does not result in the reduction in grade or pay of the employee;
- f. Complaints or allegations of unlawful discrimination;
- g. Removals/Change-to-lower grade for unsatisfactory performance under Section 4303 of the CSRA.
- h. Adverse actions against probationary employees and termination of temporary employees;
- i. An action terminating a temporary promotion;
- j. Failure to adopt a suggestion and decisions to disapprove a quality step increase, a cash award, or other honorary or discretionary awards;
- k. Oral admonishments and oral reprimands;

- l. The substance of performance elements and standards;
- m. Employer's decision to utilize traditional discipline or alternate discipline resolution.
- n. The provision of Trading of Time/Early Relief;
- o. Reduction-In-Force adverse actions (furloughs for over 30 days, separations, demotions);
- p. Notice of proposed disciplinary and proposed adverse actions;
- q. The amount of any performance or incentive award;
- r. Performance ratings of at least Level 2 (Excellent 25-50% of Obj).

## Section 2. Representation

- a. Union representatives shall make every effort within the scope of their preparation time to determine that grievances have substance in fact.
- b. The Partners are obligated to resolve problems and grievances filed under this Article promptly and as close to the source as possible.
- c. Employee representation is restricted to the Union or self-representation when processing a grievance.
- d. Management may not conduct any formal grievance hearings, meetings, or discussions with the grievant(s) without giving the Union the opportunity to be present.
- e. This Agreement does not preclude any employee from exercising appellate rights established by law or regulation on any matter that is not grievable under this Negotiated Procedure.

Section 3. The Employer and the Union recognize and endorse the importance of bringing to light and adjusting grievances promptly. The initiation of a grievance in good faith, by an employee, shall not cast any reflection of his/her standing with the Employer or on his loyalty and desirability to the organization, nor will the grievance be considered as a negative

reflection on the Employer.

#### Section 4. Employee Grievance Procedure

The following procedures are established for the resolution of grievances of the parties and of all Bargaining Unit Employees.

Step 1. An employee of the unit desiring to file a grievance must submit the grievance, by using the IAFF grievance form, within fifteen (15) calendar days after occurrence of the incident or reasonable knowledge of the incident (whichever occurs first). Initial presentation will be made to the employee's immediate supervisor. The grievant and /or the Union representative may meet with the immediate supervisor to discuss and attempt to resolve the grievance. Should the immediate supervisor determine that the remedy requested cannot be granted and/ or that the substance is not within the authority and control of this step, the supervisor will forward the grievance to the next Step. A written Step 1 reply will be given by management to the grievant or the grievant's Union representative within 15 calendar days of the date of the meeting or within 15 calendar days of the date the grievance was received, whichever comes last.

Step 2. Should Step 1 fail to resolve the grievance to the satisfaction of the grievant, it will be filed with the Fire Chief or his designee within ten (10) calendar days from the date of the Step 1 decision or the expiration of the Step 1 fifteen calendar day response period, whichever occurs first. Additional issues or remedies may not be raised at this step. A written Step 2 decision from the Fire Chief or his designee will be made within ten (10) calendar days of the initial receipt of the Step 2 grievance.

Step 3. If the grievance is unresolved after Step 2, the grievant may elevate the grievance to the Directorate of Public Works (DPW), for final decision within ten (10) calendar days of the-date of the Step 2 decision or the expiration of the Step 2 ten (10) calendar days response period, whichever occurs first. Additional issues or remedies may not be raised at this step. The DPW, or designee, will answer the grievance, in writing within ten (10) calendar days of the initial receipt of the Step 3 grievance.

Step 4. Should the final decision at Step 3 not be satisfactory resolution to the grievance, the Union may refer the matter to arbitration in accordance with this Agreement.

Section 5. Except in the case of disciplinary actions, the Union and the Employer may agree that individual grievances, arising from the same set of facts or circumstances, will be joined at Step 2 and processed as one grievance throughout the remainder of the procedure. The Union will select an employee's grievance for processing and the decision thereon will be binding on all others in the group grievances.

Section 6. Union/Employer Grievance Procedure. Grievances between the Union and the Employer at the Installation Level shall be processed in the following manner:

a. Step 1. Union Grievances. The local union may initiate a grievance by submitting it in writing to the Fire Chief, or designee, within fifteen (15) calendar days after the occurrence of the incident or reasonable knowledge of the incident (whichever occurs first). The Union President or designee may meet with the Fire Chief or designee to discuss and attempt to resolve the grievance. The Fire Chief or designee will render a written decision within fifteen (15) calendar days after the receipt of the Union Grievance or within fifteen (15) calendar days of the meeting, whichever occurs last.

Step 2. If the grievance is unresolved after Step 1, the grievant may elevate the grievance to the Installation Commander or his designee within fifteen (15) calendar days. Additional issues or remedies may not be raised at this Step. The Commander or his designee will answer the grievance in writing within fifteen (15) calendar days of receipt of the Step 1 grievance. If the decision is unacceptable, the matter may be submitted to arbitration in accordance with the terms of this Agreement.

b. Employer Grievances. The Employer may initiate a grievance by submitting in writing to the local Union President within fifteen (15) calendar days after occurrence of the incident or reasonable knowledge of the incident (whichever occurs first). The Representative of the Employer and the Union President or designee may meet to discuss and attempt to resolve the grievance. The Union President, or designee will render a written decision within fifteen (15) calendar days after receipt of the Employer's grievance or within fifteen (15) calendar days

of the meeting, whichever occurs last. If the decision is unacceptable, the matter may be submitted to Arbitration in accordance with the terms of this agreement.

Section 7. If the employee(s), the Union or the Employer fails to elevate a grievance within the time limits prescribed within these procedures, the grievance will be considered terminated. However, time limits may be extended by mutual agreement provided that a request for extension is presented prior to the end of the prescribed time limit.

Section 8. All grievance decisions will be made as promptly as possible at each level of consideration described herein. Unless mutual agreement is reached for extending the time limits within which a decision must be rendered, failure to meet the time limits will allow the grieving party to proceed to the next step.

Section 9. In the event- either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. All disputes of grievability or arbitrability will be referred to arbitration as a threshold issue in the related grievance.

Section 10. Supporting Documentation and Evidence. All available evidence and supporting documentation which is relevant to the resolution of the grievance will be introduced at the first step of the negotiated grievance procedure. For the purpose of this Agreement, evidence includes, but is not limited to, both oral and written presentation of facts. Individuals attending grievance meetings will be allowed official time for the duration of scheduled meetings.

Section 11. Grievances concerning letters of requirement, letters of reprimand, suspensions of fourteen calendar days or less and included adverse actions will be processed under this procedure beginning with the first level of management above the supervisor that effected the disciplinary action. If the effecting supervisor was also the Step 3 grievance official, the grievance will be initiated at that level.

Section 12. When an employee is dissatisfied about an issue that is grievable under the negotiated grievance procedure, he/she may elect, with the concurrence of the union, Alternate Dispute Resolution (ADR) in the form of mediation under the Civilian Personnel Office's ADR Program. ADR may be requested prior to



the filing of a grievance or at any stage of the grievance procedure. The timeframes in the negotiated grievance procedure will be followed in order to determine the initial timeliness of a grievance for submission for ADR. Once a grievance has been determined as timely and the Employer agrees to participate in the process, ADR in the form of mediation can extend the timeframes within the negotiated grievance procedure. The entire process should be completed within 60 days of assignment of a mediator to the dispute. A union representative is entitled to be present and to participate during the mediation session. If no settlement is reached, the employee and the union are notified at the conclusion of the ADR mediation process that the grievance may be pursued at the appropriate step in the negotiated grievance procedure within fourteen (14) calendar days of such notification.

## ARTICLE 29 – ARBITRATION

Section 1. If the Employer and the Union fail to settle any grievance processed under the Negotiated Grievance Procedure, such grievance, upon written request by either Party, within fifteen (15) calendar days after issuance of the final decision, may be submitted to Arbitration. Arbitration may only be invoked by the Employer or the Union. Requests for arbitration from the Union will be submitted to the respective activity Fire Chief. Requests for arbitration from the Employer will be submitted to the respective Union President.

Section 2. Within ten (10) calendar days from the date of receipt of a valid arbitration request, the involved Parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial persons qualified to act as Arbitrators. The Parties shall meet within ten (10) calendar days after the receipt of such list to select an Arbitrator. If the Parties cannot agree upon one (1) of the listed persons, the Employer and the Union will each strike one (1) Arbitrator's name from the list of seven (7) and shall repeat this procedure. When only one (1) name is left, that person shall be duly selected Arbitrator. In all cases, a coin will be flipped to determine which Party will begin the striking process.

Section 3. The Arbitrator's fee and all expenses (per diem, travel and hearing transcripts (when such transcripts are mutually agreed to)) shall be borne equally by the Employer and the Union. The Arbitration hearing will be held at the activity where the grievance originated during the regular day shift hours of the basic workweek. The employee, the Union representative, and witnesses who have direct knowledge of the information relative to the case, shall be excused from duty, if otherwise in a duty status, while participating at the hearing. In order to provide for availability, the Employer must receive a list of proposed witnesses, in writing, at least fourteen (14) calendar days prior to the scheduled hearing date.

Section 4. The Arbitrator will be requested to render his decision and/or remedy, as quickly as possible, but in any event, not later than thirty (30) calendar days after the conclusion of the hearing unless the Parties mutually agree to extend the time limit.

Section 5. Both Parties to the Agreement recognize and agree that the Arbitrator decision(s) shall be binding. The Arbitrator shall have no authority to add to or modify any terms of this Agreement and shall limit the findings to the issues submitted to Arbitration. Either party may file exceptions to the Arbitration's award with the Federal Labor Relations Authority (FLRA) under regulations prescribed by the Authority.

Section 6. When the Arbitrator has been selected in accordance with this Article, the Party withdrawing from arbitration prior to the arbitration hearing will pay the full cost of any cancellation fee charged by the Arbitrator. If a mutually agreeable settlement is reached, the cost of any cancellation fee will be mutually shared by the Parties.

## ARTICLE 30 – PAYROLL DUES WITHHOLDING

Section 1. Payroll deduction for the payment of Union dues shall be made from the pay of members in the unit who voluntarily request such dues deductions and who are bonafide members of the Union in good standing.

Section 2. The Union shall be responsible for purchasing Standard Form 1187, Request and Authorization or Voluntary Allotment of Compensation for Payment of Employee Organization Dues for the proper completion and certification of the forms and for transmitting them to the servicing payroll office.

Section 3. The dues will be withheld from each biweekly paycheck of each employee who has authorized such deduction in accordance with Sections 1 and 2 of this Article. It is agreed that a change of the amount of dues may be made not more often than twice during the calendar year. Such a change will normally become effective not later than the first full pay period after receipt of the request from the respective Local Union President by the servicing payroll office.

Section 4. The Employer will terminate the dues allotment at the end of the pay period during which any of the following actions takes place:

- a. The employee leaves the Unit as a result of any type of separation, transfer, or other personnel action.
- b. The exclusive recognition accorded the Union for the unit is withdrawn.
- c. The employee is not suspended or expelled from membership in the IAFF Council of Federal Locals and IAFF F-281.
- d. An employee may request revocation of his/her allotment during the thirty {30} day period prior to his/her anniversary date. The anniversary date is the date on which the employee authorized the dues deduction. Revocation becomes effective as of the first pay period following the anniversary date. It is the employee's responsibility to see that his written Revocation Form 1188 is delivered on a timely basis to the Servicing Payroll Office. Standard Form 1188 "Cancellation of Payroll Deduction for Labor Organization Dues" and information concerning revoking

an allotment can be obtained from the Union office, the Civilian Personnel Office and/or the servicing payroll office.

Section 5. Payment will be addressed to the Treasurer, of the respective local, and mailed to the address provided, along with the listing of names and the amount to be withheld. Changes in the location and/or individuals to whom the check is sent will normally be effective the first full pay period after the receipt of the Local President's request by the servicing payroll office.

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

## ARTICLE 31 - DURATION AND CHANGES TO THE AGREEMENT

Section 1. This Agreement, as executed by the Partners, shall remain in full force and effect for a period of three years from the date of its approval by the Department of Defense. Thereafter, it will remain in effect for successive periods of one year, subject to approval by the Department of Defense unless either Partner notifies the other in writing, at least 60 calendar days but not earlier than 105 calendar days prior to the next anniversary date, of intention to renegotiate a new Agreement. When either Partner requests to renegotiate the Agreement, the provisions of this Agreement shall be honored until a new Agreement becomes effective, except for those provisions that are contrary to any law, regulation, Executive Order or Public Law 95-454.

Section 2. This Agreement, except for its duration period as specified in Section 1, may be opened for an amendment by mutual consent of the Partners. Any request for amendment by either Partner must be written and must include a summary of the amendment(s) proposed. The Partners shall meet within fourteen (14) calendar days after receipt of such request to discuss the matter(s) involved. If the Partners agree that opening is warranted on any such matter(s), they shall proceed with negotiations. Negotiations shall be strictly limited to those matters previously agreed to as being appropriate. Such amendment(s) as agreed to will be duly executed by the Partners, subject to approval by the Department of Defense and will remain in full effect until modified or terminated in accordance with Section 1.

Section 3. No agreement, alteration, understanding, variation, waiver, or modification of any terms or conditions contained herein shall be made by an employee or group of employees with the Employer, and in no case shall it be binding upon the Partners hereto unless such agreement is made and executed in writing between the Partners hereto and the same has been ratified by the Union and approved by the Employer.

Section 4. The waiver of any breach or condition of this Agreement by either Partner shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

Section 5. All rights, privileges and Employer, the Union, and the bargaining present time, which are not included in conditions enjoyed by unit employees at the 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 Partners or as required by law, rule and/or regulation.

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

## GRIEVANCE FORM

Employee's  
Name \_\_\_\_\_

Employee's  
Job/Title/Classification: \_\_\_\_\_

Department: \_\_\_\_\_

Work Telephone #: \_\_\_\_\_

Grievance Presented to: \_\_\_\_\_

**STATEMENT OF GRIEVANCE:** (state facts, witnesses, work assignment, date, time and location)

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See attached for further information

**RULE, POLICY, AGREEMENT, ETC. VIOLATED**

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See attached for further information

**SPECIFIC REMEDY OR CORRECTIVE ACTION REQUESTED**

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See attached for further information



SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_ (Employee)

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_  
(Party Receiving Grievance)

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_  
(Union Representative, if any)

**ACTION TAKEN**

**BY THE UNION: RECOMMEND/ NOT RECOMMEND TO PROCESS:**

\_\_\_\_\_ DATE: \_\_\_\_\_

SUBMITTED TO STEP 1 \_\_\_\_\_ (DATE) \_\_\_\_\_

FIRST STEP: (NO SATISFACTION) \_\_\_\_\_ DATE: \_\_\_\_\_

SUBMITTED TO STEP 2 \_\_\_\_\_ (DATE) \_\_\_\_\_

SECOND STEP: (NO SATISFACTION) \_\_\_\_\_ DATE: \_\_\_\_\_

SUBMITTED TO STEP 3 \_\_\_\_\_ (DATE) \_\_\_\_\_

THIRD STEP: (NO SATISFACTION) \_\_\_\_\_ DATE \_\_\_\_\_

SUBMITTED TO STEP 4 \_\_\_\_\_ (DATE) \_\_\_\_\_

FOURTH STEP: AWARD OF ARBITRATION: \_\_\_\_\_ DATE \_\_\_\_\_