

Negotiated Agreement

Between

National Institutes of Health

And

Local F-271

International Association of Firefighters

Unit:

Division of Fire and Rescue Services  
SER/ORS/OD

THE FEDERAL SERVICE  
LABOR MANAGEMENT  
RELATIONS STATUTE  
TITLE VII  
CIVIL SERVICE REFORM ACT

The effective date of this agreement is September 3, 2015

Table of Contents

Article	Subject	Page
	Preamble	4
1	Recognition of Coverage of the Agreement	6
2	Provisions of Law and Regulation	7
3	Matters Subject to Consultation & Negotiation	8
4	Rights of Agency	9
5	Rights of Employees	11
6	Union Representation and Official Time	12
7	Annual Leave	17
8	Sick Leave	21
9	Leave Without Pay	24
10	Miscellaneous Leave and Excused Absence	25
11	Tardiness	28
12	Special Leave Procedures	29
13	Hours of Work and Basic Workweek	31
14	Overtime and Compensatory Time	34
15	Merit Promotion	38
16	Temporary Promotions and Details	39
17	Training and Travel	41
18	Equal Employment Opportunity	43
19	Grievance Procedure	44
20	Arbitration	54
21	Disciplinary and Adverse Action	58
22	Occupational Health and Safety	60
23	Social Media	66
24	Publicity	67
25	Dues Deduction	68
26	Pre-Filing Procedures for Unfair Labor Practice	72
27	Performance Appraisal and Actions Based on Unacceptable Performance	74
28	Contracting out	76
29	Reduction in Force	77
30	Student Loan Repayment Program	79
31	Office and Equipment for the Union	80
32	NFPA Standards	81

*Table of Contents*

*Table of Contents*

Article	Subject	Page
33	Fire Department Vehicle Use	82
34	Shift Changes and Transfers	83
35	Duration and Changes	84

PREAMBLE

THIS AGREEMENT is made by and between the National Institutes of Health (NIH), Department of Health and Human Services (DHHS), hereinafter called the “Agency”, and the International Association of Fire Fighters (IAFF), Local F-271, hereinafter referred to as the “Union”, and collectively referred to as the “Parties”.

WITNESSETH

It is the intent and purpose of both Parties to this Agreement to promote and improve the efficient administration of the National Institutes of Health and the major role it plays in the advancement of biomedical research and the nation’s health, and the well-being of employees.

SUPPORT OF COMMON GOALS

The Parties agree to support, affirmatively and positively, the following major goals common to the Agency and the Union; provision for participation by employees in formulation and implementation of personnel policies and practices affecting the conditions of employment; safeguarding of employee health and safety; developing and using employee skills; promoting work attendance; improving the utilization of time and materials; promoting the principles of equal employment opportunity; and improving the

*Preamble*

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

The Parties goals and objectives are to further the Agency mission, to foster a more productive and cost effective service to NIH customers, and enhance the living/working conditions and morale of bargaining unit employees.

NOW THEREFORE, the Parties hereto agree within the intent, spirit and meaning of P.L. -454, the Civil Service Reform Act of 1978, hereinafter referred to as the "ACT" or the "Statute."

ARTICLE I

Recognition and Coverage of the Agreement

The Agency hereby recognizes that Local F-271, International Association of Fire Fighters, is the exclusive representative of all employees in the bargaining unit which is defined as all non-supervisory GS-0081, Series employees in the Security and Emergency Response Section, Division of Fire Rescue Service, (DFRS), NIH. All Articles, Sections and provisions covered by this agreement are applicable to each member of the Bargaining Unit. Local F-271 recognizes its total responsibility for representing the interests of all such employees, without discrimination or regard to employee organization membership or status.

ARTICLE II

Provisions of Law and Regulation

*Section 1.* It is agreed and understood that in the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and regulations of appropriate authorities, which include published agency policies and regulations in existence at the time the Agreement was approved, and subsequently published agency policies and regulations required by law or by Executive Order.

### ARTICLE III

#### Matters Subject to Consultation and Negotiation

*Section 1.* Matters appropriate for discussion and/or negotiation between the Parties are conditions of employment which include personnel policies, practices, and matters affecting work conditions of employees in the units as defined in 5 USC 7103 (14), of the Federal Service Labor Management Statute.

*Section 2.* The Agency agrees that prior to making changes on personnel policies and practices or matters affecting general working conditions of employment in the unit, the Agency will provide the Union with a written notice of the proposed change and provide for discussion between the Parties. The Union will have 15 calendar days from the date of the notice, to respond in writing if it wishes to negotiate, and to submit all of its written proposals regarding the instruction, policy or change. If the Union does not respond within 15 calendar days of the notice, the union has waived the opportunity to bargain the change and management may implement the change. Additional initial proposals will not be accepted after fifteen calendar days. The Agency agrees to give full consideration to views expressed by the Union during these negotiations. An exception to these factors may be emergency situations, as referenced in Article 4, that are beyond the control of the Agency or when the Agency believes that existing policies are adversely affecting the essential, emergency response mission of the DFRS, the NIH, and/or the health and safety of DFRS employees. In such cases, the Parties shall meet as soon as possible/practical.

ARTICLE IV

Rights of the Agency

*Section 1.* The Agency retains the authority:

1. to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and,
2. in accordance with applicable laws –
  - a. to hire, assign, direct, lay-off/furlough, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
  - b. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
  - c. with respect to filling positions, to make selections for appointments from
    - i. among properly ranked and certified candidates or promotion;
    - or
    - ii. any other appropriate source; and
  - d. to take whatever actions may be necessary to carry out the agency mission during emergencies.

*Article 4: Rights of the Agency*

*Section 2.* Nothing in Section 7106, of the statute shall preclude the Parties from negotiating: (1) at the election of the agency, on the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work; (2) procedures which management officials of the agency will observe in exercising any authority under this section; or (3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

ARTICLE V

Rights of Employees

*Section 1.* Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right.

*Section 2.* Except as otherwise provided by Title V, USC, Chapter 71, such rights shall include the rights to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agency and officials of the executive branch of the Government, the Congress, or other appropriate authorities.

Included in these rights is the right to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this Agreement.

## ARTICLE VI

### Union Representation and Official Time

#### *Section 1. Official Time*

1. The Union will be allowed an annual bank of 1,000 hours. These hours are all inclusive for all matters related to Official time activities. The bank of hours will be administered by DFRS Management, the Employee Labor Relations Branch (ELRB), and the Union President collectively. All requests shall be submitted to a supervisor for approval, and normally be made two (2) work days in advance of the usage of the time requested. The Agency will normally respond to all requests within twenty-four (24) hours and will normally approve requests made. The Agency may turn down requests when the staffing of the work group is so severely impacted by the anticipated use of official time, that the Agency is unable to meet the needs of its customers or carry out its mission, and is of such importance that rescheduling of the time usage is preferred.

2. The Union President may request Official time for him/herself, and/or other Union representatives for labor relations matter and representational duties. Requests for such time shall be submitted using the official time form by the Union President/Representative, and shall be approved by DFRS Management, and the ELRB.

#### *Section 2. Use of Official Time*

1. The use of official time shall:
  - a. Be limited to labor relation's matters directly pertaining to official representational duties.
  - b. Not be used for the conduct of internal Union affairs or other

*Article 6: Union Representation and Official Time*

activities excluded by statutory prohibitions or applicable decisions by judicial or quasi-judicial entities; and,

c. Not be used for unwarranted absences.

2. The Union shall submit to ELRB, on a monthly basis, all requests for Official Time forms for all Union members and Stewards. These are due on the last day of each month.

*Section 3. Principal Point of Contact*

1. The Director, DFRS, and/or the ELRB, or their designee, are the designated representatives of the Agency and, as such, are the principal points of contact with the Union in conducting labor relations activities. Contact with these aforementioned individuals will be through the Union President, Vice President, or his/her designee.

2. It is agreed that the Union President, or his/her designated representative, is the spokesperson for the Union in carrying out conductive business with the Agency.

*Section 4. Agency Recognition of Union officials*

The Agency agrees to recognize the Union's President, Vice President, Secretary, Treasurer, and Shop Stewards, duly authorized by the Union, subject to the conditions stated herein. Annually, the Union agrees to provide the Agency with a list of members they want recognized and will keep the list updated as necessary. The Union agrees to furnish in writing to the Agency through the Director, DFRS, and the ELRB, the names of its stewards and officers upon ratification and within 15 calendar days of any designated change. Official time request will not be granted to any steward/officer whose designation notice is not on file with the ELRB.

## *Article 6: Union Representation and Official Time*

### *Section 5. Union Member Conduct*

Union representatives shall conduct themselves in a professional manner consistent with the Federal Labor Relations Statute.

### *Section 6. Steward's Official Relationship*

The Agency agrees to recognize up to four (4) stewards of the Union from the DFRS, as the Union's duly authorized representatives. The parties agree to recognize the stewards as official representatives of the Union. It is agreed that the interests of both parties will be best served by developing a climate of mutual respect and good working relationships within the ranks of their respective representatives.

### *Section 7. Union Representation during Working Hours*

Representatives as identified in Section 6 shall request the use of official time to conduct official representational duties during work hours. The approval for use of official time shall be by a supervisor. Stewards, in the course of their representative duties, shall not have unwarranted absences from their daily assignments. Stewards, when leaving their daily assignments, shall first obtain permission from the shift commander. The Union Official will obtain permission from the supervisor of any employee being contacted. Such permission will not unreasonably be withheld. They will report to the shift commander upon returning to their daily assignment. Union Representatives will not be compensated for hours past their normal tour of duty unless requested or required by Management to be present.

### *Section 8. Role of the Steward*

*Article 6: Union Representation and Official Time*

It is mutually agreed that the role of the Steward within designated by the Union is to:

1. Advise Management and the Union of potential problem areas, with a view of improving working conditions for the prevention of complaints and for the mutual benefit of all parties.
2. Advise or assist Employees to seek resolution of complaints and grievances in the most expeditious and mutually satisfactory manner, through discussion with the appropriate supervisory level in the worksite.
3. Seek to determine the merits of an Employee complaint through the collection and consideration of facts.
4. Advise the Employee on the merits of his/her complaint and/or grievance, and on the action that it deserves. To attend hearings when officially requested by labor management relations, the Union, or third parties for witness duties or when designated as representatives in third party formal disputes, (e.g., MSPB, FLRA and Arbitration).
5. Assist the Employee by referring an unresolved grievance to a Steward.
6. Provide the Union President "Request for Official Time" forms filled out on a monthly basis.
7. To attend hearings when officially requested by the ELRB, the Union, or third parties for witness duties, or when designated as representatives in third party formal disputes, (e.g., MSPB, FLRA and Arbitration).
8. Other duties as assigned by Union officials authorized by the Statute.

*Article 6: Union Representation and Official Time*

*Section 9. Training for Union Officials*

The Union, in recognition of its responsibility, agrees to train the Shop Stewards in the scope of their duties and the manner in which such duties are to be accomplished. The Union acknowledges responsibility for the conduct of its representatives in their role as a Union Official. The Agency has the right to consult with the Union regarding the actions of its representatives.

*Section 10. Reporting Official Time*

The Union agrees to report the Official time used for representational purposes on an approved NIH Union Official Time form (Appendix A).

ARTICLE VII

Annual Leave

*Section 1.* Annual leave is provided and may be used for two general purposes:

- a. to allow every employee an annual vacation period of extended leave or rest and recreation; and,
- b. To provide periods of time off for personal and emergency purposes. It is recognized that unanticipated emergencies may occur at any time; therefore, the Parties encourage all employees to maintain a leave balance sufficient to cover such occurrences.

*Section 2.* Approval of annual leave is the responsibility of the Agency consistent with the accomplishment of the mission of the NIH.

*Section 3.* It is recognized that employees should apply in advance for approval of anticipated leave. Whenever possible, the employee must request leave at least 24 hours in advance of the scheduled shift

*Section 4.* When a request for annual leave has been denied, the employee will be promptly notified of the reason for the denial on the leave request form.

*Section 5.* Emergency requests for annual leave must be made at least 1 hour prior to the time the employee is scheduled to report for duty, whenever possible. An emergency for annual leave purposes is defined as:

- a. a condition which came to the employee's attention after s/he has left

*Article 7: Annual Leave*

work;

- b. a situation of such a serious nature as to justify the employee's inability to report to work; or
- c. a situation arising during duty hours that necessitates the employee's need to immediately absent herself/himself from duty.

*Section 6.* At the time of the emergency request for leave, the Agency may require the employee to state the reason for the request. The reason must be in sufficient detail to permit the supervisor to make an informed decision regarding approval of the leave.

Management reserves the right to request documentation.

*Section 7. Annual Leave for Vacation*

Annual leave for vacation shall be defined as three (3), or more consecutive 24 hour shifts (72 hours). The vacation leave is approved for maximum of two (2), consecutive weeks per request, on a rotating basis, utilizing the bargaining unit seniority list.

However, employees may request consecutive leave beyond 2 weeks, by submitting another leave request, in maximum two week increments, for approval. These additional requests will also be approved on a rotating basis. Vacation leave does not supersede the holiday rotation list.

1. Requests for vacation leave are to be submitted prior to March 1, of each calendar year for the inclusion in the overall vacation schedule. Generally when an employee's vacation leave is approved, s/he will not be permitted to modify it, if it affects another

*Article 7: Annual Leave*

employee's approved vacation leave. However, changes may be made provided the employees are agreeable, and the specialized needs of the DFRS are met. Should conflicts arise in the scheduling of vacation leave, they will be resolved on the basis of the bargaining unit seniority list. Vacation schedules in effect at the time of approval of this Agreement will remain in effect for the balance of the calendar year.

2. If any employee requests vacation leave that exceeds his/her annual leave balance, the leave spot will be reserved for the employee, provided the employee will accrue enough annual leave prior to the effective date of the vacation leave.

3. Annual Leave for select Holidays: Annual Leave for Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and New Year's Day will be approved on a rotating basis. Requests for leave for any of these holidays will be honored on the basis of the Bargaining Unit's Holiday Rotation List. The Bargaining Unit Holiday Rotation List will be established in accordance with the following: Employees granted leave for a holiday during the preceding year, will be placed at the bottom of the holiday rotation list. The highest person on the holiday rotation list will have the first choice of leave for a holiday. If s/he declines the opportunity to take leave on a holiday during the year, his/her name will be placed at the bottom of the holiday rotation schedule the following year.

4. Annual Leave for Christmas (Christmas Eve and Christmas Day) will be offered first, to the employees' scheduled to work both days. The aforementioned employees

*Article 7: Annual Leave*

may request one of the two days, in accordance with the holiday rotation list. Additional requests for leave for Christmas will be approved in accordance with the holiday rotation list.

5. Employees requesting leave on the above identified holidays, must submit the request prior to March 1. When more than one employee requests leave for the same period, the employee highest on the holiday rotation list will be given the first consideration for approval. Leave for an entire 24-hour shift will be given priority over requests for less than 24 hours, regardless of the employee's position on the list. If an employee requests leave for less than 24 hours, s/he will be given the opportunity to request the entire shift, before the leave is offered to an employee lower on the holiday rotation list. If no leave is requested by March 1, the first employee requesting leave will be given first consideration for approval.

6. Holiday leave for Christmas, and New Year's Day will be considered from 0700 the day before to 0700 the day after.

*Section 8.* Due to the nature of DFRS shift work, management may approve additional annual leave slots, in accordance with DFRS policy.

## ARTICLE VIII

### Sick Leave

*Section 1.* Employee shall earn sick leave in accordance with applicable rules and regulations.

*Section 2.* The Union fully recognizes the importance of sick leave, as well as the advantage of sick leave accrual, to the individual and duty of the employee to utilize sick leave only when incapacitated for the performance of duty due to illness, injury, or other valid reasons. The Union, therefore, agrees to further the efforts of the Agency in its endeavor to eliminate improper or unwarranted use of sick leave on the part employees covered under this Agreement.

*Section 3.* In order to request emergency sick leave, an employee must notify the leave approving official at least one hour prior to the scheduled tour of duty. It is the responsibility of the employee, upon request, to provide reasoning, justification and/or documentation for the use of sick leave.

*Section 4.* A doctor's certificate is required for all absences of three (3), full duty days or more. In cases where the supervisor has reason to believe that an employee is abusing the use of sick leave, the supervisor may require employee to furnish a medical certificate to support any requested absences.

*Article 8: Sick Leave*

*Section 5.* Employees, who, because of illness, are released from duty by their supervisor on the advice of the Occupational Medical Services (OMS), shall not be required to furnish a medical certificate in support of sick leave for the day released from duty. However, succeeding days of sick leave will be subject to the provisions of Section 4 of this Article.

*Section 6.* When an employee is requesting sick leave for more than one day, s/he should make arrangements with the leave approving official concerning reporting procedures. For illness of more than one day, employees are required to call each day, unless extended sick leave has been approved. When it is not physically possible for the employee to personally make the call, the individual calling must provide the leave approving official sufficient information regarding the employee's illness for leave approval. This procedure is important to the daily scheduling of work.

*Section 7.* Employees will obtain prior approval for absence for the purpose of medical, dental, and optical examination or treatment, except where an emergency would preclude prior notice and approval. Since firefighters are off-duty two, or three days at a time, every effort will be made to schedule routine appointments in a manner which minimizes any impact to staffing in the DFRS.

*Section 8.* If a physician recommends restricted activities due to a medical condition, which precludes an employee from fully functioning as an emergency responder, and concurrence is obtained from Occupational Medical Service (OMS), light duty will be

*Article 8: Sick Leave*

considered on a case by case basis. Light duty is defined as a temporary work assignment, usually of short duration, in which an employee can perform some of his/her normal duties or other duties as needed by the DFRS.

1. Light duty assignments are not guaranteed and approval will be based solely on the current requirements of the DFRS, and the functional restrictions imposed by the physician. Approval for light duty must be authorized by the Director, DFRS. If the employee cannot respond to emergency incidents, the weekly duty hours, and the days worked, may be adjusted to best meet the program needs and accommodate the medical restrictions of the employee.
2. A light duty assignment may be approved for a period not to exceed 30 days, after which the employee must be medically reevaluated to determine if the medical restrictions have changed. Management will verify the anticipated recovery date, and review the personnel and mission related requirements of the DFRS. If light duty is not approved, either initially or after reevaluation, the employee must apply for leave from an appropriate leave category.

*Section 9.* An employee requesting sick leave on the same day in which he/she is in another approved leave status (travel, training, administrative/annual leave), will be charged sick leave for the entire shift, unless authorized by management.

ARTICLE IX  
Leave Without Pay

*Section 1.* Employees may request and be granted leave without pay in accordance with applicable laws and regulations. Such leave of absence shall not exceed a period of one year for each application.

*Section 2.* An employee on approved leave of absence shall not lose any rights, benefits, or privileges (including bumping and retreating rights), as a result of said leave, subject to applicable laws and regulations.

ARTICLE X

Miscellaneous Leave and Excused Absence

*Section 1. Court Leave*

1. Court Leave will be granted to an employee who is required by subpoena or directed by higher authority to appear as a witness for Federal or state government, or District of Columbia, in accordance with applicable regulations. The court may be a Federal, State, District of Columbia, county, municipal, or military court. When the employee is called as a witness s/he shall notify his/her supervisor promptly so that proper arrangements may be made for the absence from the duty. Fee received for non-duty time spent in court remain the property of the employee. If an employee is called to serve as a witness for the U.S., state or local government in his/her official capacity, the employee is performing official duty and is not on court leave. Court leave is granted only for absence during hours the employee would otherwise be in pay status.
2. Employees called for jury duty or jury qualifications will be granted court leave in accordance with regulations. When called, the employee shall notify the leave approving official promptly and shall submit a true copy of the summons for jury service. Upon completion of the service, the employee shall present to the leave approving official satisfactory evidence of time served on such duty. Fees can be retained by the employee for jury duty performed within certain jurisdictions, in accordance with applicable court leave regulations.
3. An employee released by the court in time to return to work for at least 2 hours of

the regular work shift, will return to work or be charged appropriate leave, or absence without leave, for the absence. Management may apply local travel justification to determine whether an employee has to return to work after released from court. However, duty time, added to court time will not exceed the normal amount of hours the employee is expected to work. An employee released from court after NIH's core hours 8:30-17:00, and required to return to court the following day will not be required to return to work that day.

*Section 2. Voting and Registration*

1. Excused absence will be given to employees to vote in national, state, and local municipal elections or referendums. An employee living within normal commuting distance will be given excused time as necessary to vote, without charge of leave, which will permit him/her to report to work within 3 hours after the polls open, or leave up to 3 hours before the polls close, whichever requires the least amount of excused absence.
2. If the employee's voting place is beyond normal commuting distance, and absentee balloting is not permitted, s/he may be granted sufficient time off to vote not to exceed 8 hours.
3. In jurisdictions where registration in person is required, excused absence to register will be granted on the same basis as voting, except that no time shall be granted if registration can be accomplished on a non-workday.
4. The employee has a responsibility to make arrangements with his/her leave approving official in advance for time off to vote or register.

*Article 10: Miscellaneous Leave and Excused Absence*

*Section 3. Military Leave*

1. Requests for military leave will be granted in accordance with applicable rules and regulations.
2. To the greatest extent possible, military drill weekend training, and annual military training (typically 2 to 3 weeks), shall not change approved annual leave.
3. The impact on approved leave for staff, as the result of military deployment, will be considered on a case-by-case basis by the Director DFRS, in a way to minimize adverse impact on staff.

*Section 4. Honor Guard – Military Funeral*

A reasonable amount of time will be granted, as an excused absence, for participation as honor guards, pallbearers, or members of a ceremonial firing squad at military funerals or burials, provided that approval has been obtained in advance and that the granting of this leave will not cause undue hardship in the day-to-day operation of the Division.

*Section 5. Public Safety Provider Funeral*

Members of the Bargaining Unit will be excused from duty, for reasonable amounts of time, to represent the Department at funerals of Public Safety Provider, provided that approval has been obtained in advance and that the granting of this absence will not cause undue hardship to the day-to-day operation of the Division.

ARTICLE XI  
Tardiness

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 1 hour, where the excuse is acceptable to the supervisor, the tardiness may be excused in accordance with applicable regulations. Where the tardiness is in excess of 1 hour, and the reason for tardiness is acceptable to the supervisor, the employee will be charged the appropriate leave.
- b. In the case of tardiness where the excuse is not acceptable to the supervisor, the period of tardiness will be treated as absence without leave (AWOL).
- c. When an employee is tardy two times, without reasonable prior notification, in any 60 day period, the supervisor shall advise the employee that future tardiness will be treated as absence without leave (AWOL), regardless of the nature of the excuse. In cases of excessive tardiness, the supervisor will advise the employee, in writing, of the possible consequences, including disciplinary action, if the punctuality habits are not improved.

## ARTICLE XII

### Special Leave Procedures

*Section 1.* Whenever an employee's attendance record is considered unsatisfactory, due to incidents of unauthorized absence, or frequent requests for emergency annual leave or sick leave, s/he may be required by the Agency to follow prescribed procedures. Those written procedures shall address all future requests for approved leave (annual or sick leave, etc.), that will be followed. Such notices shall be intended as warnings that the general pattern of leave is not satisfactory. If an employee has preapproved holiday or vacation leave, and is placed on special leave procedures, Management reserves the right to cancel the aforementioned approved leave.

*Section 2.* No employee shall be given a written notice placing him/her on special leave procedures without prior discussions of the reasons for such action. The employee may advise the Union that such discussion has taken place. The Union may discuss the notice with the supervisor, and/or the employee.

*Section 3.* The Agency will review the record of each employee in special leave procedures no later than 6 months, following the date of the letter imposing the special leave procedures. Upon review of the case, the employee will be notified, in writing, of the decision for continuance, or discontinuance, of the special leave procedures. If the Agency decides to continue the special leave procedure, the employee will be advised in

*Article 12: Special Leave Procedures*

writing of the reason for continuing the special leave procedure, and what the Agency reasonably expects of the employee to correct the leave use situation.

## ARTICLE XIII

### Hours of Work and Basic Workweek

*Section 1.* The duty hours for emergency/essential personnel will be from 0700 to 0700, utilizing a “7 group work schedule.” Management reserves the right to adjust the work schedule for those who are not a GS-0081-6/7/8, Firefighter, or GS-0081-9, Lead Firefighter. These employees work six (6), twenty-four hour shifts per pay period. Each twenty-four hour shift is comprised of three (3), scheduled groups on a rotating basis. Each group works two (2) shifts on, and three (3) shifts off, for two (2) cycles; and two (2) shifts on, and two (2) shifts off for one (1) cycle. The employer agrees that an employee of the unit leaving work may be relieved, person by person, up to 55 minutes prior to the start of shift, provided that approval of the officer-in-charge has been obtained, and that all response assignments are adequately covered. Early relief is voluntary by employees and will not increase the employee’s compensation.

*Section 2.* The parties agree that as a result of passage of the Federal Firefighter Pay Fairness Act of 1998, the previous application of 8 hours core time, 8 hours down time, and 8 hours of sleep time, no longer exists. The assigned work for the twenty-four shift will be outlined by policy issued by the Director, DFRS, to ensure support of the NIH mission.

*Section 3.* All employees of the bargaining unit are designated as “emergency/essential personnel.” When administrative leave is granted to nonessential employees because of hazardous weather conditions, or for other emergency situations, regularly scheduled employees must report for work, unless they have been individually notified by their supervisor that they are excused for the day. An employee who is scheduled for duty (and

is not notified otherwise), will not be excused if s/he fails to report. The employee may be granted approved leave (annual, LWOP), if s/he has made a reasonable effort to report as determined by the supervisor; otherwise the supervisor will charge the employee AWOL. Any employee that reports late may be excused by the supervisor without charge to leave, when late arrival is deemed unavoidable, and the employee has made reasonable effort to arrive on time in accordance with provisions outlined in Article XI, Tardiness.

*Section 4.* The Agency agrees that work assigned on government holidays may be limited to those functions necessary to ensure the continuance of the Fire Department's emergency response capability.

*Section 5.* The Parties agree that employees may substitute for one another on regularly scheduled tours of duty in the fire station, in order to permit an employee to absent himself from work to attend to purely personal pursuits. This process is commonly referred to as "trading time." Trading time will not require additional compensation on the part of the Agency. Accordingly, the practice of "trading time" will be deemed to have no effect on the hours of work, if the following criteria are met:

- a. The trading of time is voluntarily arranged by the employees and subject to prior approval of Management. Approval will be based on the following considerations: grade; qualifications and special skills of the employees; familiarity with the work assignment; particular work requirements; and the mission of the NIH, as determined by Management.
- b. The Parties agree that the trading time must be accomplished in accordance with applicable law, and that time and attendance reports will reflect those laws.

*Article 13: Hours of Work and Basic Workweek*

- c. Any employee on light duty will not be allowed to “trade time.” Furthermore, “trade time” will never require the use of overtime or compensatory time.
  
- d. An individual cannot “trade time,” into a day that he/she is in training, except by approval of the Director, DFRS.
  
- e. The process of “Roll Forward/Roll Back,” will be administered in accordance with DFRS policy.

ARTICLE XIV  
Overtime and Compensatory Time

*Section 1.* The Agency will make an effort to assign overtime fairly among eligible employees. Assignments of overtime will be made in light of the following considerations: special skills of the employees; familiarity with the work assignment; particular work requirements; consideration of past performance in reporting for overtime; and wishes of employees, subject to paramount requirements and mission of the NIH. Overtime shall be paid in accordance with applicable regulations.

*Section 2.* The Union understands that all employees of the bargaining unit must be willing to accept overtime work on short notice. The Union also understands that all employees are subject to mandatory overtime, which includes recall to the duty station. The Employer agrees to make an effort to give employees advance notice, before requiring them to work overtime.

*Section 3.* The Agency will determine, on a case-by-case basis, whether a recall is appropriate.

*Section 4.* An employee being recalled to immediately report to work for unscheduled overtime (work performed on a day when work is not scheduled for the individual, or for which s/he is required to return to the NIH), will be in over-time status immediately upon notification. This applies only when the Employee must return after leaving the worksite from the preceding shift.

*Article 14: Overtime and Compensatory Time*

*Section 5.* If the Employee is merely delayed from ending a tour of duty, because of responding to an emergency call near the end of a shift, or because of the tardiness of personnel from the on-coming shift, the employee will be paid overtime only for the time s/he is delayed from leaving, up to 30 minutes. After 30 minutes, the employee will be paid two hours overtime.

*Section 6.* The Employer agrees that records of overtime may be reviewed by Union representatives, upon request, in accordance with the provisions of the Privacy Act (Public Law 93-579). The Employer agrees to keep up-to-date records of each employee on every group.

*Section 7. Overtime Rotation List*

i. Management agrees to maintain a bargaining unit overtime rotation list. An employee who is on top of the list will remain there for a period of thirty days, if s/he does not work any overtime; however, after thirty days s/he will go to the bottom of the list. When an employee works any overtime of two hours or more, they will go to the bottom of the list. The overtime list will include all non-supervisory firefighters. In addition, when an employee is required to work overtime twice within thirty days, for less than thirty minutes, that individual shall rotate to the bottom of the list.

The employees shall provide a primary, and alternate contact number, for use by the shift commander for assigning overtime. The shift commander shall utilize the contact

*Article 14: Overtime and Compensatory Time*

numbers and overtime list to offer the overtime to employees, starting from the top of the list.

The shift commander will not utilize the overtime rotation list after 1500 hours. In the event that more overtime slots are needed, than there are staff available in the current shift, management may revert to the overtime rotation list after 1500 hours. Employees not immediately available at either contact number, will not be considered for the overtime. The shift commander shall leave a voice mail notifying the employee that an attempt was made to contact them. If no one volunteers to work the overtime, the employee closest to the top of the list shall be required to work the overtime. If more than one overtime slot is available, the employee highest on the list shall work the longer period, unless a mutual agreement can be made between the employees working.

ii. Any employee(s) who is on the top of the overtime rotation list, and who is or becomes, unavailable for full duty for 12 consecutive shifts will be temporarily taken off the top of the overtime rotation list until they return to full duty. This does not apply to annual leave for vacation purposes.

Upon their return to full duty, the employee will return to the top of the overtime rotation list to complete their 30-day rotation.

The employee who was on top who is moved down to the second position as result of the employee returning to duty will have time served credited towards their 30-day rotation when they resume the number one spot on the list.

*Article 14: Overtime and Compensatory Time*

*Section 8 - Splitting Overtime Shifts*

Employees volunteering for overtime may split the shift utilizing the overtime rotation schedule. The overtime cannot be split without the approval of the shift commander.

Employees who are required to work overtime, may split the overtime with other employees upon agreement, and approval by the shift commander.

*Section 8.* Compensatory time may be requested in lieu of overtime, at the discretion of the employee, subject to applicable regulations.

*Section 9.* The Employer shall make every effort to fill regular, scheduled overtime at least 72 hours, prior to the start of the shift for event staffing.

ARTICLE XV

Merit Promotion

*Section 1.* The procedures of the Merit Promotion Plan with related NIH policy will be applicable to the bargaining unit; however, the Agency will give initial considerations to eligible employees in the bargaining unit who have applied for a vacancy in the DFRS. However, such considerations will not preclude the Agency from seeking applicants from outside sources.

*Section 2.* Appropriate position vacancy announcements shall be posted on DFRS bulletin boards.

## ARTICLE XVI

### Temporary Promotions and Details

*Section 1.* It is agreed by the Parties as a matter of principle that employees should be paid at rates commensurate with the duties to which they are assigned. Therefore, the Employer agrees that the use of details to positions of higher level and pay will be held to a minimum.

*Section 2.* Wherever practicable the duties of an employee, who is absent for a period of time, will be assumed by another employee of the same or higher grade as the employee being replaced. When this is not practicable, another employee of lower grade may be assigned to act. When an assignment is anticipated to last more than 120 calendar days, an employee shall be given a temporary promotion under competitive promotion procedures. Assignments for less than 120 calendar days, may be covered by detail in accordance with applicable regulations.

*Section 3.* Employees may be detailed, or temporarily promoted, to a position of a higher grade to: (1) fill a position which has become vacant until a permanent appointment is made; (2) assume increased responsibilities for a limited period due to workload, or; (3) participate in a special project which will last for a limited period.

*Section 4.* An employee may be temporarily promoted for the expected duration of the need for his/her services in the higher grade, but the initial period may not exceed 1 year. After one year, the agency will review its operational needs and determine whether the position will be filled on a permanent basis.

*Article 16: Temporary Promotions and Details*

*Section 5.* Employees selected for temporary promotion must meet the requirements for basic eligibility, in accordance with applicable qualifications standards of the Office of Personnel Management and appropriate placement factors. They need not, however, be selected under competitive promotion procedures, unless the detail is for 120 days or more.

*Section 6.* Employees may be detailed in accordance with applicable regulations between specialized position categories, to take care of situations such as temporary workload imbalances, or to prevent the need for reductions in force.

*Section 7.* Upon termination of temporary promotion, the employee will be returned to the position from which s/he was promoted at the pay rate to which she/he would have been entitled had s/he not received the temporary promotion.

*Section 8.* A temporary promotion may not be made primarily to: (1) train or evaluate an employee in a higher grade position; (2) give an employee a trial period before permanent promotion or; (3) decide among candidates for permanent promotion.

ARTICLE XVII

Training and Travel

*Section 1.* The Parties agree that the training and development of employees within the unit is a matter of significant importance.

*Section 2.* The Agency will provide training opportunities to enable employees to perform their job more safely and effectively. The Agency agrees to meet with the Union, at least once a year, for the purpose of discussing training courses for members of the bargaining unit. The Agency agrees to consider all training proposals made by the Union including those proposed training courses which may require travel funds.

*Section 3.* Training opportunities will be offered without regard to race, color, creed, national origin, age, sex, and lawful political affiliation, marital status, handicapping condition, sexual orientation, or membership in a lawful labor organization.

*Section 4.*

1. Travel funds may be provided in accordance with applicable regulations and the availability of such funds, for all training approved by the Agency involving travel.
2. Employees attending required training courses where the training is located outside the local area, as defined by the Federal Travel Regulations, will not suffer loss of pay during the duration of the course, even though the course time is less than regularly scheduled tour of duty.

*Article 17: Training and Travel*

3. Where training is within the local area and involves employee's normal time off, adjustments in the work schedule may be made. If adjustments are made to the employee's schedule, they shall be made prior to the start of the training course.

Adjustments of employee schedules may be for less than the normal, weekly tour-of-duty. Every effort will be made to allow sufficient time during the course schedule, for the employee to adequately prepare for the course requirements.

4. In order to further the purpose and objectives of these sections, the Parties agree to establish a DFRS Training Committee. The committee will meet a minimum of twice a year, and shall report directly to the Training Officer, DFRS, who serves as the Chairman of the DFRS Training Committee.

*Section 5.* The employee shall provide evidence of satisfactory completion of any training course to management.

ARTICLE XVIII

Equal Employment Opportunity

*Section 1.* The Agency agrees that all employees must have equal employment opportunities and that no one is discriminated against because of race, color, creed, sex, national origin, age, marital status, handicapping condition, sexual orientation or political affiliation, or membership in a labor organization.

*Section 2.* The responsibility for counseling employees who allege discrimination based on race, color, creed, sex, age, or national origin, handicapping condition, or sexual orientation, and the formal investigation and adjudication of EEO complaints, rests with the Office of Equal Opportunity and Diversity Management, NIH.

*Section 3.* The Parties agree that any discriminatory behavior towards any person, or towards any group of people, is unacceptable and will not be tolerated. Failure to follow acceptable workplace behavior principles, as defined by EEO guidelines, regulations and/or policy, will be considered to be misconduct, and may result in disciplinary or adverse actions being taken.

ARTICLE XIX  
GRIEVANCE PROCEDURES

*Section 1. Purpose*

It is the purpose of this Article to provide Employees, the Union, and Management with the procedure for processing grievances, except as excluded in Sections 2 and 3 of this Article, a grievance is any complaint:

- a. By any Employee concerning any matter relating to the employment of that Employee;
- b. By the Union concerning any matter relating to the employment of any Employee; or
- c. An Institutional Grievance is a grievance that does not seek personal relief for a particular employee or group of employees, but concerns the Union's, Agency or Employees' bargaining unit and/or institutional wide rights.
- d. By any Employee, the Union, or the Agency concerning:
  - i. The effect of interpretation and/or the impact and implementation of any law, rule or regulation, and or a claim of breach, of this collective bargaining agreement,
  - ii. Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

## *Article 19: Grievance Procedures*

### *Section 2. Other Available Grievance Procedures*

The procedure outlined in this Article is the exclusive grievance procedure available to Employees for the resolution of grievances as described in Section 1. The Employee has the right of choice between this grievance procedure, or a statutory appeal procedure for adverse actions, reprisal for whistle blowing, or discrimination complaints unless prohibited by law, rule, or regulation. In these instances, the Employee exercises the choice for the grievance procedure when the grievance is submitted in writing to the designated Management official, or for the applicable statutory appeal procedure when submitted in writing to the appropriate official. One, or the other, of these methods of appeal may be used, but not both. Once made, the decision is irrevocable.

### *Section 3. Matters Covered and Not Covered*

The following matters are considered not grievable under the provisions of this procedure:

- a. Those matters mandatorily excluded by Section 7131 of the CSRA.
- b. Any claimed violation relating to prohibited political activities.
- c. Complaints concerning retirement, life insurance, or health insurance.
- d. A suspension or removal under 5 CFR 752 Subpart C and D (includes suspensions which are greater than 14 calendar days and removals).
- e. Civil rights discrimination cases.
- f. Any examination, certification, or appointment.
- g. The classification of any position that does not result in the reduction in

- grade or pay of an employee.
- h. Non-selection for promotion or any assignment from a group of properly ranked and certified candidates.
  - i. Non-adoption of a suggestion processed under the Incentive Awards Program or disapproval of a performance award or other kind of honorary or discretionary award.
  - j. A notice of proposed disciplinary action, proposed adverse action, proposed action based on unacceptable performance, or letters of caution/warning.
  - k. The substance of critical elements in the performance management plan.
  - l. Termination of an employee who is serving on a probationary period, or on a temporary appointment.
  - m. Reduction in Force.
  - n. Prohibited personnel practices under Section 2302(b), of Title 5.
  - o. Content of published DHHS, OPM, or NIH Policy.
  - p. Decision by the Agency concerning the agency mission, budget or organization, and internal security practices of the agency; the numbers of employees and the personnel by which agency operations are to be conducted; the numbers, types, grades of employees or positions assigned to any organization, subdivision, work project or tour of duty; or the technology, method and means of performing work, and the contracting out of work.
  - q. Any files kept by a supervisor for his own personal record, which is

*Article 19: Grievance Procedures*

sometimes referred to as a “Drop File.”

The following matters are considered grievable under the provisions of this procedure:

- a. Matters covered under this contract
- b. Interpretation of this contract
- c. Issues perceived to be contrary to written policies of the DFRS, NIH Policy Manual, DHHS, Regulations of OPM, and applicable Federal Laws, Statutes, or Codes.

*Section 4. Termination of Grievance*

The Agency may terminate a grievance upon:

- a. The Union's or the Employee's written request.
- b. Termination of the Employee's employment, unless the relief sought may be granted after termination of employment.
- c. The death of an Employee, unless the grievance involves pay and there are survivors who may benefit, or the Union pursues it on behalf of the membership.
- d. If the grievance is not submitted in accordance with Section 10, of this Article, the grievance will automatically be terminated.

*Article 19: Grievance Procedures*

*Section 5. Grievability*

Questions of grievability, or arbitrability, may be processed only in accordance with the provisions of the Article entitled Arbitration.

*Section 6. Official Time for Grievances*

If in an active duty status, the Employee and one Union representative shall be allowed reasonable official time, as discussed in Article 6 herein, to discuss and present the grievance, to obtain information from the Agency's records relative to the grievance, and to write (not to exceed 4 hours), the grievance on the Agency's premises.

*Section 7. Union Rights*

The Union shall have the following rights in representing an employee in a grievance:

- a. Will be provided a copy of any written grievance as presented to management by the Employee.
- b. The Union will be notified as soon as reasonably possible in advance of the time and place of the Employee's meetings/discussions/oral presentations with Management officials.
- c. The Union representative would be on official time if otherwise in a duty status. The Union representative may request his/her tour of duty be changed to permit attendance during duty hours. If this request cannot be granted, a postponement may be given until a suitable representative is available. The Union will provide the Agency with a list of Stewards and suitable representatives from the Union. The Agency may notify anyone

*Article 19: Grievance Procedures*

from that list who is on duty status to represent the Employee.

- d. To receive a copy, at no cost, of the written decision at each step of the grievance procedure. This copy shall be sent simultaneously to the Union.

*Section 8. Availability of Information*

1. Upon request, a grievant and his/her representative shall be provided all information relevant to the grievance in accordance with law, rule, and regulation.
2. If the information requested in Section 8.1. is denied, the Agency shall give the reason for the denial.

*Section 9. Opportunity to Resolve Grievance*

The Union agrees to provide the Agency with every opportunity to resolve complaints, grievances, and/or reports of Employee dissatisfaction before such matters are referred or presented to outside authorities.

*Section 10. Procedure-Employee or Union Grievance*

1. A formal grievance shall be submitted in writing. The grievance shall contain:
  - a. The nature of the grievance.
  - b. Details of the incident.
  - c. Provision of the contract violated.
  - d. The signature of the grievant

- e. If relevant, the specific law, rule, or regulation violated.
  - f. Request, if desired, for oral presentation.
  - g. Specific remedy requested.
2. The specific remedy requested shall:
- a. Directly benefit the grievant.
  - b. Not request disciplinary action for another employee or management official.
  - c. Be subject to the control of the Agency.
  - d. Be appropriate to the subject of the grievance.
3. The following steps constitute the required procedures for the grievance process:

A. Step 1 –Informal Grievance

The employee must bring the matter to the attention of his/her immediate supervisor, or the management official with the authority to resolve the grievance, either orally or in writing within 7 days of the occurrence. If the grievance is not settled, the supervisor will respond in writing to the employee within 7 calendar days, from the receipt of the complaint. If no response is received, the grievance will be considered denied and may be elevated to the Step 2 level.

### B. Step 2 - Formal Grievance

The employee will submit a formal grievance in writing to the immediate supervisor. This must occur within 7 calendar days, from the due date of the step 1 supervisor's written response. A written decision will be issued within 7 calendar days, of receipt of the grievance by the supervisor or designee. If no response is received, the grievance will be considered denied, and may be elevated to the next level. If mutually agreed, the timeframes may be extended. Grievances for Official Reprimands and Suspension Decisions of 14 days or less are initiated at the Step 2 Level.

### C. Step 3 – Formal Grievance

If Step Two produces a decision that is unsatisfactory to the grievant, the grievant may present the grievance to the Director, DFRS, or his/her designee in writing and if mutually agreed, in an oral presentation/discussion. The grievance must be filed within 14 days, of the decision rendered from Step Two, or from when the decision was due. A written decision will be issued within 30 calendar days, of receipt of the grievance by the Director, DFRS, or his designee. If no response is received, the grievance will be considered denied, and may be elevated to the next level. If mutually agreed, the timeframes may be extended.

### D. Arbitration Invocation

If the grievance is not settled to satisfaction at Step 3, then Arbitration may be invoked by either the Union or the Agency. Arbitration must be invoked within 7 days, of receipt of the Step 3 decision. Only the President of the Union has authority to invoke arbitration

*Article 19: Grievance Procedures*

on behalf of the Union. Following invocation of arbitration, the invoking party must request arbitration panel from FMCS within 5 days. The appeal of a suspension or removal taken under the provisions of 5 CFR 752, C and D, is through arbitration or MSPB, but may not be both.

*Section 11. Procedural Exceptions*

1. Grievances filed by the Union on its own institutional behalf may be initiated at Step 2.
2. Grievances filed by the Union on behalf of any group of Bargaining Unit employees, must be filed at the lowest level capable of resolving them.

*Section 12. Failure of Parties to Meet Provisions of this Article*

If the Union fails to meet the time limits specified, the Agency may terminate the grievance and the Union may not refile the grievance. Upon request and mutual agreement, the Agency or the Union may grant an extension of time, to any of the time limits specified in this article.

*Section 13.*

If the Union is dissatisfied with the outcome of a grievance at the conclusion of Step 3 of

*Article 19: Grievance Procedures*

this procedure, the provisions of the Article entitled “Arbitration” may be invoked, or the Union may appeal to the Merit System Protection Board if jurisdiction is warranted.

The appeal of a suspension taken under the provisions of 5 CFR 752, C and D is through arbitration or MSPB, but may not be both.

ARTICLE XX

Arbitration

*Section 1. Purpose*

Binding arbitration may be used to settle unresolved grievances after the grievance procedure has been exhausted, or as a means of appeal of suspensions or adverse actions.

*Section 2. Invocation by Agency or Union Only*

Only the Union or the Agency may invoke arbitration. This shall be done within 30 days, after the effective date of a suspension or an adverse action. Decisions to pursue arbitration for the Union must be decided by the elected Union officials.

*Section 3. Use of FMCS*

Either party may invoke arbitration under this procedure by requesting the Federal Mediation and Conciliation Service (FMCS), to provide a list of persons qualified to act as an arbitrator. To select the arbitrator from the list of persons, both parties will strike names until one person is left. An alternate arbitrator will be the last arbitrator struck.

*Section 4. Selection of Arbitrator*

Upon selection of the arbitrator in a particular case, representative of the parties will

*Article 20: Arbitration*

communicate with the arbitrator, and with each other, to select a mutually agreeable date for the arbitration hearing.

*Section 5. Arbitrator's hearing*

The arbitrator's hearing shall be conducted on the NIH effected work site, or a site to be mutually agreed upon by management and the union. If an offsite location is used, then both parties will equally share all expenses. The arbitration hearing shall be scheduled to begin no earlier than 8 a.m., and shall end at the time designated by the arbitrator.

*Section 6. Union Representative during Arbitration*

A Union representative and a legal representative may accompany the grievant.

*Section 7. Arbitration Fees*

The expenses and fee of the arbitrator shall be borne equally by the Agency and the Union.

*Section 8. Postponement/Delay of Arbitration*

Once the date has been established, and within 3 days of that hearing date, either party that unilaterally causes that an arbitration hearing be postponed, delayed, canceled and/or withdrawn for whatever reason, which results in any fees, shall pay any and all of such fees. If the parties mutually agree to postpone, delay, and/or cancel an arbitration proceeding, the parties will equally share the cost of any and all such fees.

*Section 9. Written Briefs*

A written brief may be filed at the option of each party or at the request of an arbitrator.

*Section 10. Transcript of Arbitration*

*Article 20: Arbitration*

A verbatim transcript will be made of the arbitration hearing and the cost of such transcript will be shared equally between the parties.

*Section 11. Copies of Documents*

Copies of any and all documents filed with the arbitrator at any stage of the arbitration proceeding, shall be served simultaneously on the other party.

*Section 12. Determination of Witnesses*

It will be the sole discretion of the arbitrator to determine who may testify. Either party may request that the hearing be closed to persons having no interest in the dispute. Upon showing of good cause, the arbitrator may close the hearing. Parties may also request that the arbitrator order that witnesses be sequestered.

*Section 13. Arbitrator's Decision*

1. The arbitrator shall be requested to render his/her decision to the Union and the Agency as quickly as possible. The decision shall be in writing and shall contain the

*Article 20: Arbitration*

reasons supporting the decision and award.

2. The decision of the arbitrator shall be binding and promptly acted upon by the parties subject to allowable appeal rights.

3. Any dispute over the interpretation of an arbitrator's award shall be returned to the original arbitrator for settlement.

ARTICLE XXI

Disciplinary and Adverse Actions

*Section 1.* The Parties agree that all disciplinary and adverse actions must be based on just cause as will promote the efficiency of the service.

*Section 2.* Disciplinary actions covered by this Article include an official reprimand, or suspensions of 14 days or less, effected under Subchapter 1, 5 USC Chapter 75. Adverse actions covered by this Article include: a removal; a suspension of more than 14 calendar days; a reduction in grade; a reduction in pay; and a furlough of 30 days or less, effected under Subchapter 2, of 5 USC Chapter 75.

*Section 3.* The Union shall be given the opportunity to be present at a Weingarten examination of an employee, within the requirements of law and regulation.

*Section 4.* The Agency will issue a written proposal of a disciplinary or adverse action, except for an official reprimand. The proposal notice shall include specific charges, the proposed penalty, the name of the person to whom a reply is to be directed, where the employee may review the material upon which the action is based, whether the employee has a right to representation, and the time limit for the receipt of a reply. Employees have 7 calendar days to respond orally and/or in writing to a proposal memorandum. Extensions of time may be considered upon request.

*Section 5.* A notice of decision to effect disciplinary or adverse action shall advise the employee of all grievance/appeal rights, and the time limits within which the grievance/appeal must be filed.

*Article 21: Disciplinary and Adverse Actions*

*Section 6.* Upon request the employee shall be given an extra copy of any proposal or decision for disciplinary action. It is the employee's responsibility to transmit the copy to his/her representative, if s/he elects to do so.

ARTICLE XXII

Safety and Occupational Health

*Section 1.* The Agency shall provide and maintain safe working conditions and industrial health protection, which are free from recognized hazards, for employees using recognized safety precautions as a guide. The Union shall cooperate by encouraging all members of the unit to observe safety precautions and to work in a safe manner.

*Section 2.* It is recognized that each employee has a primary responsibility for his/her own safety, and an obligation to know and observe safety rules and practices as a measure of protection for himself/herself and others. In the course of performing their normally assigned work, shop stewards will be alert to observe unsafe conditions and practices in their immediate areas which represent safety and health hazards. When unsanitary, unsafe, or unhealthful conditions or practices are observed by the steward, it is his/her responsibility to report them at once to the shift commander on duty.

*Section 3.* In accordance with Article III, the Agency agrees to notify the Union prior to issuing any safety or health regulation, or policy, which would impact upon the working conditions of DFRS employees. Employees shall adhere to any mandatory NIH directive related to safety and health precautions including mandatory vaccinations, unless contrary to substantiated medical recommendation. If the Agency establishes a committee and the function of that committee will affect the working conditions of unit employees, the Agency will consider selecting a Union representative, who is an employee of the unit, to serve on the committee.

*Section 4.* The Agency will welcome at any time, from individual employees or from the

*Article 22: Safety and Occupational Health*

Union, suggestions which offer practical and economically feasible ways of improving safety conditions.

*Section 5.* The employee(s) shall use safety equipment, personal protective equipment, and other devices and procedures provided or directed by the Agency necessary for their protection.

*Section 6.* When the Agency has determined that the need exists, and that the use of safety equipment, personal protective equipment, and other devices necessary for the employee's protection are required, these items will be provided by the Agency.

*Section 7.* The Parties agree to establish a safety committee with equal members from management and the Union to make recommendations to the Director, DFRS. This committee shall be chaired by the designated Fire Department Safety Officer. This committee shall review matters regarding uniforms, dress code, safety equipment, personal protective equipment, other safety devices, and operational procedures and practices, which will enhance the quality of work performed and promote health and safety. The Parties agree to help facilitate the implementation of all recommendations adopted by the Director, DFRS.

*Section 8.* Attire and Appearance- The Parties agree that in order to promote a professional image of the DFRS, a neat, uniform appearance of DFRS, personnel is essential. Uniforms for bargaining unit employees shall be issued and worn in accordance with DFRS Uniform Policy. Employees of the DFRS, must be well groomed

at all times. This is essential not only for the safety and protection of the employee, but for sound hygiene practices.

- a. Hair: Hair shall be neatly trimmed to a degree that headgear fits properly, and in no case must the bulk or length of hair interfere with the proper and safe wearing of any protective equipment.
- b. Mustache, sideburns and “mutton-chops”: Must be neatly trimmed as not to affect the proper sealing of self-contained breathing apparatus.
- c. Beards/goatees: Beards or goatees shall not be worn. Employees of the DFRS shall be clean shaven at all time while on duty. Employees suffering from Pseudofolliculitis Barbae (PFB) or related dermatological conditions, may wear a beard if the employee has written certification from a dermatologist, at the employee’s expense. Any employee who is allowed to grow a beard because of Pseudofolliculitis Barbae (PFB) may, at the discretion of the Division Director, be required to return to a dermatologist for further review.
- d. Jewelry- Jewelry which extends beyond the ear lobe or jewelry which is loose or protrudes and may catch in machinery or equipment may not be worn while on duty.

*Article 22: Safety and Occupational Health*

*Section 9.* The Parties agree that employees injured on the job will report injuries, no matter how slight, to the supervisor, preferably before leaving the worksite on the shift during which the injury occurred, but no later than 48 hours, after the injury or any potential exposure(s) while on duty. Such report shall be made on the appropriate Office of Federal Employees Compensation form. If the employee's injuries prevent making this report, the report must be submitted by the supervisor. When an employee on duty requires treatment away from the activity because of occupational accident or occupational sickness, the Agency will provide transportation for the employee to the facility for treatment/examination on the day that the accident or illness occurs. Further, the applicable provisions of the Worker's Compensation Act, as administered by the OWCP, Department of Labor, will be made available to the employees. If practical, the employee shall complete all necessary forms prior to leaving the workplace, and submit the forms to their immediate supervisor. The immediate supervisor or designee will assist the employee in filing all necessary forms.

*Section 10.* No employee will be required to perform any duties without receiving adequate specialized, job safety and health training appropriate for the task at hand.

*Section 11.* First-line supervisors will conduct safety meetings with their employees at least once every month. Topics to be discussed will be selected from suggested topics furnished by individual employees, the Union, and the Agency. Suggestions developed at the safety meetings will be considered and communicated to the DFRS safety committee, to effect changes in safety rules and regulations.

*Section 12.* Adequate maintenance of utilities in the fire station will be provided. When such utilities fail to operate the employee shall notify the appropriate responsible official.

*Section 13.* The Parties agree that since Employees work 24-hour tours of duty, space will be allocated in the fire station for living quarters is for the exclusive use and benefit of DFRS personnel. These areas will not be used as public facilities except to support the mission of DFRS.

*Section 14.* The Parties agree that good health is essential to providing emergency services to the NIH. To this end, the NIH has established policies prohibiting smoking in on-campus buildings and in all government vehicles. Employees agree to comply with these “no smoking” policies, and any others which the NIH may promulgate. Furthermore, since the use of tobacco products is well recognized as a health risk, the Union will fully support all programs aimed at avoiding tobacco use.

*Section 15.* The Parties recognize that all on-duty personnel who may be called to respond to emergency incidents must be as alert and cognizant as possible. Individual employees are responsible for being ready, willing and able to carry out assigned tasks, upon reporting for duty. Employees shall immediately notify their supervisor when such is not the case. An employee who is subject to medical restrictions, and/or is impaired by alcohol or drugs, whether prescription or illicit, or over-the-counter medication, etc. that may pose a hazard to himself/herself, other responders and to the NIH community, must

immediately notify their supervisor and/or shift commander. Therefore, the Parties agree to adhere to the existing OMS Policy, “Medical Evaluation for Possible Intoxication,” regarding drug/alcohol testing.

If the Agency has reason to believe that the performance of an on-duty employee may be impaired, or otherwise adversely affected for any reason, including but not limited to alcohol or drugs, whether prescription or illicit, or over-the-counter medication, the employee will immediately be relieved of duty, and may be required to undergo medical evaluation. The employee may have a Union representative present while the testing is conducted. The parties strongly encourage employee participation in any Employee Assistance Program substance abuse programs which may be recommended by medical authority.

ARTICLE XXIII

Social Media

Section 1. The parties agree that the use of social media can be a great tool for promotion of the DFRS. Personnel are prohibited from using official or personal social media accounts to display or otherwise communicate information that is protected by the Privacy Act. Personnel are also prohibited from communicating derogatory, defamatory, or other information that could be viewed to have a negative impact on DFRS, its staff, and/or the NIH.

Section 2. Use of electronic or mechanical devices to secretly or overtly monitor or record conversations and communications, including access and dissemination of photos, videos etc, without consent is prohibited.

ARTICLE XXIV

Publicity

*Section 1.* The partners agree that the Collective Bargaining Agreement will be posted on the NIH website. All employees will have access to the online website. Should either party decide to print the CBA, they will bear the cost of printing.

*Section 2.* The Agency agrees that bulletin board space shall be provided in a designated area within the bargaining unit for display of Union literature, notices.

*Section 3.* The Union may post literature subject to the following conditions:

- a. It must not violate any laws, the security of the activity, or contain scurrilous or libelous material; and
- b. It must be posted on the Union bulletin board space, in a timely, neat and orderly manner.

ARTICLE XXV

Dues Deduction

*Section 1.* Bargaining Unit employees may make voluntary allotments for the payment of Union dues through submission of SF-1187. To be eligible, an employee must:

- a. be a member in good standing of the Union;
- b. be a member of the unit covered by the Agreement; and,
- c. have a regular net salary, after other legal and required deductions, sufficient to cover the amount of the authorized allotment for dues.

*Section 2.* Any such allotment shall be made at no cost to the Union.

*Section 3.* Allotments will be made for the regular periodic amount of dues required to maintain the employee as a member in good standing of the Union. Initiation fees, special assessment, back dues, fines, and similar items are not dues.

*Section 4.*

1. Dues will be withheld on a biweekly basis conforming to the regular pay periods. The deductions will be initiated with the first full pay period, following receipt of the assignment form (SF-1187), in the Workforce Relations Division (WRD), Office of Human Resources (OHR), and following the necessary processing into the payroll

system. Deductions will continue until terminated as provided in this Article.

2. A member may revoke his/her authorization by submitting Standard Form 1188, in duplicate to the WRD, OHR. Revocations may become effective on the first anniversary date of the initial allotment, or thereafter at yearly intervals from that anniversary date, provided that the revocation has been received in the WRD, OHR, and that the necessary processing into the payroll system has been completed prior to the designated effective date.

*Section 5.* The Union shall:

- a. make available to its member's necessary authorization forms (SF-1187);
- b. certify on the SF-1187 the amount of dues to be withheld;
- c. notify the Labor Relations Officer, NIH, when an employee with an allotment ceases to be a member in good standing;
- d. notify the Labor Relations Officer when there is a change in the dues amount (changes may be made only once every 12 months);
- e. provide the Labor Relations Officer with the name and address of the individual authorized to receive the check in payment of dues. It is agreed that the remittance checks should be made out to Local F-271, IAFF.

*Article 25: Dues Deduction*

*Section 6.* The Parties agree that there shall be a single level dues structure under this Agreement. The withholding account number for the unit is: 658 – Local F-271, International Association of Fire Fighters

*Section 7.* A check in payment of dues shall be made payable to the organization or individual identified in Section 5(e). That organization/individual will also receive from the Labor Relations Officer a listing in duplicate showing:

- a. the names of member for whom deductions are made and the amount deducted;
- b. total number of members for whom dues are withheld;
- c. total amount withheld; and;
- d. the net amount remitted.

*Section 8.* It is agreed that the employee has responsibility for notifying the WRD, OHR, that his/her allotment should be terminated, by completing and forwarding a Standard Form 1188.

*Section 9.* The Labor Relation Officer shall notify HHS, if the Union loses exclusive recognition or if any employee is transferred or reassigned outside of the unit or it's separated.

*Section 10.* Any employee who is reassigned or promoted to a position outside the bargaining unit shall cease to be eligible for dues withholding. Deductions will be

*Article 25: Dues Deduction*

terminated at the beginning of the pay period in which the action becomes effective, or as soon as possible thereafter.

*Section 11.* Both Parties agree that employees are responsible for notifying the payroll office when dues deductions eligibility is changed for any reason. Recoupment of dues deductions paid to the Union will be resolved between the Union and the employee.

Insurance premiums paid from dues are not subject to recoupment actions.

ARTICLE XXVI

Pre-Filing Procedures for Unfair Labor Practices

*Section 1.* The Parties agree that every effort will be made to settle issues of disagreement at the lowest possible level.

*Section 2.* The Parties agree that before filing a formal notice with the Federal Relations Authority (FLRA), charging the other party with an Unfair Labor Practice (ULP), the charging party (i.e., Union bargaining unit employee, or Employer), will provide notice of intent to file to the other party as soon as reasonably possible. A written notice of intent shall be sent to the respondent party and shall be detailed enough to provide that party with sufficient facts to investigate the charge.

*Section 3.* If the Union representative is the charging party, the notice of intent shall be signed by the Union President, Local F-271, IAFF, and shall be submitted to the Employee and Labor Relations Branch, (ELRB), NIH. If NIH is the charging party, the notice of intent shall be signed by the ELRB, or its designee, and shall be submitted to the Union President, Local F-271, IAFF.

*Section 4.* The Parties will meet to discuss the alleged ULP after the respondent has had an opportunity to investigate the matter. The meeting shall normally take place within 14 calendar days, of receipt of the notice of intent by the responding party. The number of Union officials attending the meeting may equal the number of Management officials attending the meeting. The respondent of a notice of intent may investigate the

*Article 26: Pre-Filing Procedures for Unfair Labor Practices*

allegations. The Parties are responsible for making a good faith attempt toward resolving the issue.

*Section 5.* If the Parties are unable to resolve the matter as a result of the meeting, the charging party may file a charge with the FLRA in accordance with its rules. Matters discussed at the meeting, and any settlement offers made by either party, shall not be made a part of the charge filed with the FLRA.

## ARTICLE XXVII

### Performance Appraisal and Actions Based on Unacceptable Performance

*Section 1.* The Parties agree that the HHS Performance Management System, as defined by HHS instruction and related manual circulars, will be applicable to the bargaining unit employees. Employees will receive annual appraisals of jobs performance based on objective standards established by management for each employee's position. Job elements and performance standards will be communicated to each employee at the beginning of the appraisal period.

*Section 2.* An employee will be given a copy of the performance plan including critical elements and standards that relate to his/her position at the beginning of the appraisal period.

*Section 3.* The Agency agrees to use the performance plan as a basis for making determinations on matters including but not limited to training, awards, reassignments, promotion, reduction in grade, retention and removal of employees, and the granting or denial of within-grade increases.

*Section 4.* At any time an employee's performance is considered unsatisfactory, the Employer will provide the employee reasonable opportunity to demonstrate acceptable performance, prior to any proposed removal or reduction in grade. Non-probationary employees will be notified in writing of the unacceptable performance, what action must be taken to improve performance to an acceptable level, and what assistance will be

*Article 27: Performance Appraisal and Actions Based on Unacceptable Performance*

provided by the Employer to help the employee improve performance.

ARTICLE XXVIII

Contracting Out

*Section 1.* It is the right of the Agency to make determinations with respect to contracting out, to determine the personnel by which operations shall be conducted, and to determine the technology by performing work. The Agency agrees to abide by all laws, rules, and regulations of OPM and OMB as well as Department policy in effect at the time with respect to contract activities.

*Section 2.* The Agency agrees to notify the Union if a decision is made to contract out, or to change work technology which would result in the abolishment of positions encumbered by the unit employees.

ARTICLE XXIX

Reduction in Force

*Section 1.* The Agency agrees that the name of an employee in the unit who has been separated as a result of reduction in force, will be placed on a reemployment priority list, unless s/he refused an offer of a position at the present grade and salary. NIH will consider a career employee for any vacancies in the commuting area for which s/he can qualify for up to 2 years, or a career-conditional employee for up to 1 year, unless s/he is reemployed in a permanent position in the competitive service or otherwise loses his/her eligibility for appointment.

*Section 2.* Upon the employee's request, submitted not more than 90 days after s/he is separated, an employee in the unit who is to be or has been separated by reduction in force will also be assisted by the Agency in applying for special consideration for employment under the Career Transition Assistance Plan (CTAC).

*Section 3.* A unit employee who has been demoted other than for cause or at the employee's request, will upon request be referred for consideration against subsequent vacancies for which s/he is qualified, consistent with the provisions of merit promotion program.

*Section 4.* The Agency agrees to notify the Union prior to the issuance of a general notice that a reduction in force will occur. The Union will be afforded in opportunity to make known its views and recommendations, regarding the impact and implementation of the reduction in force.

*Article 29: Reduction in Force*

*Section 5.* The Agency agrees to notify each affected employee of the proposed reduction in force as soon as possible, in accordance with the regulation in effect at the time the general notice is given.

*Section 6.* At no time will the Agency use the reduction in force procedure to circumvent the adverse action procedures.

ARTICLE XXX

NIH Student Loan Repayment Program

The Parties agree that it is important for all DFRS employees to pursue a higher level of education. To that end, the Agency agrees to act in accordance with the NIH Student Loan Repayment Program. The employee will be required to meet all requirements of the program upon admittance to the program.

ARTICLE XXXI

Office and Equipment for the Union

*Section 1.* The Agency shall provide non-exclusive access and use of existing facilities within the DFRS.

*Section 2.* The Union shall be provided use of intra-office mail system and electronic mail. All Stewards and Officers will have access to an agency computer for email usage. The use of these shall not be for internal Union business.

*Section 3.* The Agency will provide access to desks, chairs, locked file cabinets, copy machine, and telephone.

*Section 4.* The Employer will provide an area to post Union business in the fire house not to be less than 25 square feet.

ARTICLE XXXII

National Fire Protection Association (NFPA)

The Parties recognize the importance of, and will attempt to adhere to the standards set forth by the National Fire Protection Association, which are considered critical to the delivery of DFRS mission.

ARTICLE XXXIII

Fire Department Vehicle Use

*Section 1.* The Parties agree that to maintain a constant state of readiness, firefighters are required to maintain staffing on the emergency apparatus. Employees are required to work a minimum of 48 consecutive hours, which includes meal periods as part of their tour of duty. It is understood that due to the work schedule of the employees, that in many cases the fire apparatus may be used for off campus visits to the grocery store, or restaurants to get food for the working shift.

*Section 2.* It is understood by the Agency that in the event of a fire department death, that employees may use apparatus for funeral details and department representation.

ARTICLE XXXIV

Shift Changes and Transfers

*Section 1.* Management reserves the right to transfer any employee as required by operational necessity. Management agrees to provide 30 days notice to an employee who is to be transferred involuntarily to another group, except in the case of a transfer required by urgent operational necessity. This notification will not apply to an employee who is transferred as the result of his or her promotional placement.

ARTICLE XXXV

Duration and Changes

*Section 1.* This Agreement shall remain in full force and effect for a period of 6 years after it is approved. It shall be automatically renewed for a period of 1 year unless;

1. either party gives the other party written notice of its intention to terminate or renegotiate this Agreement, no less than 60 calendar days, nor more than 105 calendar days prior to its termination date; or,
2. at any time it is determined that the Union no longer is entitled to exclusive recognition for the unit covered hereunder as provided by law. Negotiations shall begin within a reasonable period of time after reasonable period of time after receipt of such notice.

*Section 2.* In the event it is found that sections of this Agreement are defective or unworkable, this Agreement may be opened for amendment for those specific Sections, provided that any written notice justifying the basis for the request is submitted to the ELRB, NIH, with a copy to the chief representative of the other party; and provided further that the Parties consent to the opening of the Agreement for the purpose requested. A written notice of desire to alter and amend by renegotiations shall not have the effect of terminating this Agreement.

*Section 3.* The Parties agree that midterm changes may be made by the Agency during the life of the Agreement where such changes are not in conflict with the Agreement.

*Article 35: Duration and Changes*

*Section 4.* All provisions of this agreement not currently in effect and additions or changes referred to in Section 2, and 3, above shall become effective upon ratification by the Union membership, and approval by the agency as provided in regulation.