

LABOR-MANAGEMENT  
AGREEMENT  
BETWEEN

LETTERKENNY ARMY DEPOT AND  
INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS, LOCAL F-170

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**LABOR-MANAGEMENT AGREEMENT**

**Between**

**LETTERKENNY ARMY DEPOT**

**And**

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**

**LOCAL F-170**

PREAMBLE

This Agreement is made and entered into by and between Letterkenny Army Depot, hereinafter referred to as the Employer, and Local F-170 of the International Association of Fire Fighters, AFL-CIO hereinafter referred to as the Union, pursuant to the policy set forth in Title VII of the Civil Service Reform Act. This agreement and such other supplementary agreements or amendments as may be agreed upon hereafter from time to time together shall constitute a collective bargaining agreement between the Employer and the Union.

ARTICLE I

PUBLIC PURPOSE

Section 1. The Employer and the Union affirm that the public purpose to which the Employer is dedicated can and will be advanced through understanding and cooperation achieved through collective bargaining on those matters on which bargaining is appropriate in the Federal Service.

Section 2. The Employer and the Union agree to establish appropriate machinery, as hereinafter provided, for joint consultations and agreement on the following:

- a. The promotion of employee-management cooperation in order to insure employee participation in the formulation of personnel policies and procedures;
- b. Orderly procedures, including arbitration, for disposition of employee grievances and the adjustment of other disputes;
- c. Such other matters as may be dealt with through the collective bargaining process.

ARTICLE II  
RECOGNITION

*Section 1.* The Employee hereby recognizes the Union as the exclusive representative of all employees in the bargaining unit described in Section 2 hereof and the Union hereby recognizes its responsibilities of representing these employees for as long as the Union remains the exclusive representative.

*Section 2.* This Agreement is applicable to all non-supervisory fire fighter personnel of Letterkenny Army Depot, hereinafter referred to as the "Unit."

ARTICLE III  
PROVISIONS OF LAW AND REGULATIONS

*Section 1.* In the administration of all matters covered by the Agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual by published agency policies and regulations in existence at the time the Agreement was approved and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level.

ARTICLE IV  
EMPLOYER RIGHTS AND OBLIGATIONS

*Section 1.* Management officials of the agency retain the right, in accordance with the applicable laws to (1) determine the mission, budget, organization, number of employees and internal security practices of the agency; (2) 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; (3) assign work, make determinations with respect to contracting out, and determine the personnel by which agency operations shall be conducted; (4) make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate source; and (5) take whatever actions may be necessary to carry out the agency mission during emergencies.

*Section 2.* The parties recognize that Section 7106(b)(1) of the Civil Service Reform Act provides that any agency and labor organization may negotiate, 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.

Section 3. The Union acknowledges the Employer's general power to promulgate rules and regulations; provided however, that in exercising this power, the Employer will be guided by the intent and spirit of the Civil Service Reform Act, and shall not abrogate or nullify the rights of the Union provided hereto.

Section 4. The Employer shall notify the Union of all proposed changes in personnel policies and practices that affect employees in the Unit. This will be done 30 days prior to the effective date, unless mutually agreed to, in order to provide an opportunity for the Union to consult and/or negotiate if appropriate.

## ARTICLE V UNION RIGHTS AND OBLIGATIONS

Section 1. The Union has the exclusive right to represent all employees of the Unit in consultations and negotiations with the Employer regarding personnel policies, practices, or other matters affecting working conditions. As a condition of this right of exclusive recognition, the Union accepts responsibility for and agrees to represent in good faith the interests of all employees in the Unit without discrimination and without regard to the membership in the Union.

Section 2. The Union shall be given the opportunity to be represented at formal discussions between the Employer and employees concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the Unit. This right to be present shall not extend to informal discussions between the employee and Employer unless the employee requests the presence of a Union representative.

Section 3. In all cases of proposed adverse action against any employee in the Unit, the employee is responsible, if he chooses, to notify the Union of such proposed adverse action. The basic procedures and rights of employees, as described in appropriate regulations, shall apply in handling disciplinary actions and appeals. The Employer agrees that discipline will be administered in a fair and impartial manner, and that no employee will be discharged or otherwise disciplined except as provided by laws and regulations. The employee will be advised

specifically as to all details of the offense with which he is charged, so as to enable to understand the charge and to defend himself against it.

In consideration of the non-routine tours of duty, no disciplinary action will be taken against an employee without an allowance for reply to charges of at least three employee work days, exclusive of dates and delivery of notice, which the appropriate management official is available to hear an oral reply of the employee. No such requirement will be observed in cases of serious offenses where the regulations permit as little as 24 hour advance notice.

Section 4. The Employer agrees to recognize one representative or alternate of the Union as the Union's duty authorized representative for each tour of duty. The Union will furnish the Employer with an up-to-date list of the Union's representative and their alternates.

Section 5. The Union's representatives shall be granted reasonable time during working hours to investigate complaints and grievances in order to bring about prompt and expeditious disposition.

Section 6. Any duty authorized official of the International Association of Fire Fighters shall be permitted to visit the firehouse for purpose of conducting authorized business upon prior approval by Civilian Personnel Officer, LEAD.

Section 7. It is agreed that whenever the Employer meets with any other employee organization to discuss matters over which this Union has an authorized interest, the appropriate officials of this Union shall be invited to attend and to express the Union position on such matters.

## ARTICLE VI - EMPLOYEE RIGHTS

Section 1. Employees shall have the right, freely and without fear of penalty or reprisal, to form, join, and assist any employee organization or to refrain from such activity.

Section 2. Employees shall have the right, freely and without fear of penalty or reprisal, to discuss with their supervisor or Union representative any matters affecting their duties, working conditions and employment status.

Section 3. Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

Section 4. The Employer shall not discipline or discriminate against any employee because he has filed a complaint or given testimony under Section 7116 of the Civil Service Reform Act.

## ARTICLE VII - UNION-MANAGEMENT COOPERATION

Section 1. The Employer and the Union recognize that they have a common interest in such matters as the elimination of waste; the conservation of materials, supplies, and equipment; the improvement in quality of workmanship and services; the maintenance of effective supervisor-employee communications; the maintenance of an atmosphere in which each employee can give a day's work for a day's pay; the judicious use by employees of sick leave; the correction of conditions making for grievance and misunderstanding; the encouragement of courtesy in the relations of employees with the public; the safeguarding of health; the prevention of hazards to life and property; the betterment of employment conditions; and the strengthening of morale in the services.

Section 2. The Employer and the Union will strive to stimulate interest and participation by employees and in all officially authorized programs and fundraising campaigns such as the Blood Donor Program, U.S. Savings Bond Program, and the annual Combined Federal Campaign.

Section 3. Representatives of the Employer and the Union will meet as required to discuss problems that affect the Unit. Such meetings will be at the request of either party and will be conducted during regular working hours. Nothing in the above will limit the day-to-day discussion of mutual problems between representatives of the Union and the Employer.

Section 4. The Union agrees to confer with the Commander on any matter of mutual concern before referral to outside parties. This is not to prevent the Union and Management from seeking guidance from higher authority within their command channels. In the interest of good faith bargaining, the Union and Management further agree to inform each other if outside referral is made. The point of contact before outside referral for Management is the Commanding Officer and for the Union, the President.

ARTICLE VIII -  
CONSULTATION AND NEGOTIATION

*Section 1.* It is agreed that matters appropriate for consultations and negotiation between the Employer and the Union are policies, procedures and practices affecting working conditions which are within the discretion of the Employer, including but not limited to safety, training, employee-management, cooperation, employee-services, methods of adjusting grievances, leave, promotion plans, demotions practices, reduction-in-force practices, hours of work. The term consultations (discussion) is used to describe situations and circumstances where negotiation is either not required or allowed.

*Section 2.* The parties recognize that this Agreement is not all inclusive and the fact that certain working conditions have not been specifically covered in the Agreement does not lessen the responsibility of either party to meet with the other in full consultation.

ARTICLE IX -  
HOURS OF WORK

*Section 1.* The normal tour of duty for fire fighters will consists of six twenty-four hour work periods for a total of 144 hours during a fourteen day cycle. The tour of duty will commence at 0800 hours.

*Section 2.* All fire fighters will be required to perform the duties contained in their official position description. The twenty-four hour duty day will be divided as closely as possible into ten hours work including desk watch, six hours standby, and an eight hours sleeping and eating time. The sleeping time will be as uninterrupted as possible if the assigned duties, watches, and emergencies permit. When not performing such duties during stand-by and sleep time, employees will be free to eat, sleep, read, watch television, engage in physical fitness within the immediate area around the fire station in physical fitness clothing as individuals desire, always holding themselves in readiness to perform actual work or answer emergencies when needed. For purposes of this Section, emergencies will involve those situations which relate to employees' officially assigned duties.

ARTICLE X -  
OVERTIME

*Section 1.* Overtime worked shall be paid at the appropriate overtime rate in accordance with current pay regulations.

*Section 2.* Insofar as possible overtime assignments will be equitable distributed on a rotational basis among employees in the same classification and grade. Exceptions may be made whenever an emergency or special assignment is not completed by the normal change of shifts and continuity of assignment would clearly be adversely affected by changing personnel at the change of shift. In such cases, overtime will be given to those employees performing the work.

*Section 3.* The Employer will make an effort to provide affected employees as much notice as possible when overtime is required.

*Section 4.* If an employee, having been released from work at the end of his of duty, is called back to work, he will receive a minimum of two hours pay at the applicable overtime rate even if he cannot be utilized for the full two hours.

ARTICLE XI -  
ANNUAL LEAVE

*Section 1.* Employees shall accrue annual leave in accordance with applicable laws and regulations. Accrual of annual leave is a right of the employee in that its accrual may not be denied. The taking of annual leave, however, is subject to the needs of the Employer and requires the approval of the employee's supervisor.

*Section 2.* The Employer will solicit employee's leave schedules during March for the full leave year except two days which may be held in reserve for emergency use. Any conflicts between employees desiring the same time will be resolved by the employees involved. Every reasonable attempt, consistent with established manning requirements, will be made to satisfy the desire of the employee in approving the leave schedule. Subsequent changes in selection between employees will be allowed if agreed by employees affected, subject to approval of the supervisor.

Section 3. It is agreed that no employee will be called back from annual leave except in emergency situations or when necessary to maintain the minimum number of personnel required to be on duty. In this regard, unscheduled absences for reason of illness or emergency leave may permit, at the discretion of the Employer, a reduction in the minimum number of duty personnel. When the Employer finds it necessary to cancel previously approved leave, the reason for such action will be furnished the affected employee. Annual leave scheduled as vacation will not be cancelled.

Section 4. Disapproval of annual leave requests shall be returned to the employee with a notation of the reason for disapproval.

## ARTICLE XII - SICK LEAVE

Section 1. Employee shall earn and be granted sick leave in accordance with applicable laws and regulations.

Section 2. Approval of sick leave shall be granted to employees when they are incapacitated for the performance of their duties and for medical, dental, or optical examination for treatment when required and requested prior to beginning of the absence. However, employees will be expected to exert reasonable effort to arrange for such appointments during non-duty hours.

## ARTICLE XIII - LEAVES OF ABSENCE

Section 1. Employees may be granted leave without pay provided the provisions of applicable laws and regulations are met. Such leave of absence without pay shall not exceed one year for each application.

Section 2. The Employer agrees that when given adequate advance written notice that an employee in the Unit has been elected or appointed to a Union office requiring an extended leave of absence, the employee will be granted annual leave and/or leave without pay, provided the provisions of applicable regulations are met.

Section 3. The Employer recognizes that employees in the Unit may be appointed as a delegate to a Union convention which necessitates an absence from duty for periods not to exceed two weeks. In this regard, the Employer will authorize annual leave, or leave without pay, subject to the requirements of the Employer for such employees, provided reasonable advance notice is given.

#### ARTICLE XIV - PROMOTIONS

Section 1. Promotions within the Unit will be accomplished in accordance with applicable Department of the Army regulations as implemented by the Employer's own regulations.

Section 2. Vacancy announcements will be posted on official bulletin boards and will be open for a minimum of seven (7) calendar days. Announcements will include, as a minimum, basic qualification requirements for the position and job-related evaluation criteria.

Section 3. It is agreed that, upon request, the selecting supervisor will advise unsuccessful best-qualified candidates of the reasons for the selection made.

#### ARTICLE XV - ASSIGNMENT OF WORK

Section 1. The Union recognizes the authority of the Employer to assign duties to an employee. In this regard, it is agreed that, normally, assignments will be reasonably related to the employees' positions and qualifications. To the extent possible, supervisors will avoid assigning to employees additional or incidental duties which are inappropriate to their positions and skills.

3 January 2000

**MEMORANDUM FOR RECORD**  
**SUBJECT: Change to Annual Leave Policy**

The following changes have been agreed upon and are effective 1 January 2000:

1. When available, the fire chief or assistant fire chief will count for manning on their 24-hour workdays; therefore, no overtime will be offered on these days unless the fire chief or the assistant fire chief is not available.
2. If the fire chief or assistant fire chief is not available due to leave, TDY or other circumstance, blue leave will require voluntary overtime. If volunteer overtime does not satisfy minimum manning, blue leave will be cancelled. Red leave will require overtime (possibly mandatory overtime).
3. Requested leave for the fire chief or assistant fire chief on their 24-hour workdays will have precedence over other scheduled leave.
4. Available leave involving the fire chief or assistant fire chief, during the 24-hour workday will be approved no more than two weeks in advance.
5. The fire chief or assistant fire chief will have the opportunity to change their 24-hour workday to eliminate the need for overtime, provided it does not affect the regularly scheduled 24-hour day previously scheduled. This must be accomplished within two weeks of the scheduled overtime.

Signed By: Chief, Protective Services Division

Signed By: President, IAFF Local F-170

ARTICLE XVI -  
CLOTHING AND UNIFORMS

Section 1. The Employer shall provide protective clothing, e.g. running coat (NOMEX), turnout pants (NOMEX), knee-high and three-quarter boots, helmet, gloves, and other related safety equipment required by the Employer for the safe performance of duty and by the pertinent Table of Allowances.

Section 2. The Employer agrees that the initial allowance and subsequent replacement quarterly allowance will be paid in accordance with applicable regulations.

Section 3. Subject to the availability of funds, the Employer will make reasonable effort to provide such uniform items as collar pins, shirt patches, flags, name tags, hat badges, safety shoes, and safety glasses.

Section 4. The Employer agrees that the composition of the work/dress uniform will be the same for all Unit employees except the fire protection inspector and that the uniform currently in use by the employees shall be authorized during the life of this Agreement except that all items requiring replacement shall be in accordance with the uniform criteria prescribed in paragraph 5-8(a) of Army Regulation 670-10. In this regard, it is agreed that the Employer and the Union shall meet and confer on the uniform material within the scope of the provisions of Section 5-8(a)(4), AR 670-10.

Section 5. Employees shall be permitted to wear blue T-shirts while working within the confines of the fire station. However, uniform shirts will be worn while performing duties in the radio room from 0600 to 1800 hours, on all details and upon leaving the fire station for any reason in accordance with SDSLE-SFF SOP.

ARTICLE XVII -  
CIVIC RESPONSIBILITIES

Section 1. The Employer recognizes the civil responsibility of employees to respond to calls for jury and other court services. To this end, requests that employees be excused from jury duty will be approved only in instances where the employee's services are required to meet essential work requirements and where public interests are better served by the employee remaining on duty.

Employees called upon for court services, either as a juror or witness, will be granted court leave in accordance with LEAD Regulation 690-1.

Section 2. Employees whose voting residence is within the Commonwealth of Pennsylvania may not be granted administrative leave to vote since the law permits voting by absentee ballot. However, if the employee's voting place is beyond commuting distance of the depot and vote by absentee ballot is not permitted, one employee may be excused without charge to leave to travel to his voting place.

## ARTICLE XVIII - EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and the Union agree to cooperate in providing equal opportunity for all persons, to prohibit discrimination because of age, sex, race, religion, color, national origin, or physical or mental handicap and to promote a full realization of equal employment opportunity through a continuing affirmative program.

Section 2. The Employer shall inform the Union of Equal Employment Opportunity policies and programs and seek its active participation in the development and implementation of such policies and programs. It is agreed that the Union will cooperate actively with appropriate management officials and exercise a positive role in the support and accomplishment of the Commander's EEO policy and objectives of the local EEO Plan of Action.

Section 3. The Union agrees to aid management officials, through its steward system, in the identification of EEO problems. The Employer and Union will jointly seek solution to such problems through the appropriate procedures and programs provided in agency regulations.

Section 4. The Union agrees to carry out and maintain policies of membership and service which will assure equal treatment to all employees within the unit without regard to age, sex, race, color, national origin, religion, physical or mental handicap or Union membership.

Section 5. Statistical employment information by minority group, with respect to employees in the Unit, may be furnished the Union upon request, subject to applicable regulations.

ARTICLE XIX -  
PERSONAL SERVICES COUNSELING

Section 1. The Union agrees to give full support and active participation in the accomplishment of objectives of the local Personal Services Counseling Program.

Section 2. The Union will be alert to the identification of the employees with possible personal problems and will encourage them to seek counseling and information from the Personal Services Counseling Office.

Section 3. The Union agrees to give full support and active participation the accomplishment of objectives of the local Alcohol and Drug Abuse Prevention and Control Program.

Section 4. The Union will be alert to the identification of employees with possible drinking or drug abuse problems and may present such problems to the appropriate supervisor of Civilian Personnel Officer.

Section 5. The Union further agrees to support the program through encouragement to employees who suspect they have an alcoholism or drug abuse problem to seek counseling and information by contacting the individuals designated to provide such services.

Section 6. During the employee's participation and successful completion of the rehabilitation program, the employee will remain a part of the Fire Department (GS 081).

ARTICLE XX -  
TRADING TIME

Section 1. It is understood and mutually agreed that the practice of trading time among employees in the Unit will be permitted provided there is no effect on hours of work and the following condition is met:

The total time traded will be restricted to a maximum of twenty-four hours at any one time and must be paid back within the same biweekly pay period.

Section 2. It is understood that no additional overtime compensation will be requested by virtue of employees trading time.

ARTICLE XXI -  
TRADING OF “KELLY DAYS” (NON-DUTY DAYS)

Section 1. It is understood and mutually agreed that the practice of trading “Kelly Days” (non-duty days) among all employees in the unit will be permitted, if the following conditions are met:

- a. The trading of “Kelly Days” will occur voluntarily by the employees and not at the request of the employer.
- b. The sole reason for trading “Kelly Days” will be the employee’s desire or need to be absent themselves from work to attend to a personal matter.
- c. Employees will submit written requests of “Kelly Days” to be traded to their supervisors as far in advance as practicable, but normally forty-eight (48) hours prior to trade. Supervisors will approve or disapprove requests.
- d. Sufficient supervision will be maintained in accordance with management requirements.
- e. Employees trading time may only trade with employees of the same grade or those serving one grade higher or lower.

Section 2. It is understood that no additional overtime compensation will be requested by virtue of employees trading time.

ARTICLE XXII -  
TRAINING

Section 1. The parties agree that the training and development of employees within the Unit is a matter of significant importance. The Employer shall strive to develop training policies which will insure fair and equitable selection of employees for participation in training programs subject to mission requirements and funds availability. This may involve different types of training such as on-the-job instruction, technical training, refresher, and formal classroom training.

Section 2. The Employer will make reasonable effort to provide financial assistance for clearly work-related training consistent with applicable regulations, needs of the Employer and availability funds.

It is recognized that training which is not clearly work related may be of aid to employees in their self-development. While the expenses of such training would be the employee's responsibility, the Employer will extend special consideration towards granting annual leave for such training during official duty hours.

Section 3. The Employer recognized hazards inherent with extreme weather conditions and agrees to consider such conditions as they relate to the scheduling and conduct of training outdoors. The Employer further agrees that the scheduling and conduct of training on Federal holidays, insofar as practicable, will be kept to a minimum and completed by 1200 hours.

Section 4. Excused time not to exceed one workday (24 hour shift) per year may be granted to two (2) Union representatives to attend IAFF Union Conventions, Seminars, and sponsored training sessions in Labor-Management relations provided that such sessions are mutually beneficial and are primarily designed to orient and brief such employees in matters concerning basic statutes, regulations, and agency policy and negotiated agreements effecting working conditions and personnel policies, practices, and procedures and is of concern to the employee in their capacity as an organization representative. Written requests for such absence will be submitted through channels to the Civilian Personnel Office at least one (1) week in advance and will be approved subject to the manning and work requirements of the employer.

Section 5. The Employer agrees to conduct training sessions, as necessary, on labor-management relations and insure that all personnel involved are aware of the current labor relations policies and provisions of the Agreement.

#### ARTICLE XXIII - SAFETY AND HEALTH

Section 1. The Employer will make reasonable effort to provide and maintain healthful living quarters for employees on duty. In this regard, clean and adequate eating, sleeping, showering, eating, showering and toilet facilities shall be provided by the Employer within the fire station. The Employers will provide the necessary equipment, furnishings, and supplies for these areas. This shall include the issue and maintenance of one (1) color television set, antenna and rotor and the laundering of those items of bedding authorized and furnished under the appropriate Table of Allowances. The Union agrees that employees in the Unit will be required to keep the living quarters and facilities clean.

Section 2. The Employer agrees to exert every effort to provide and maintain safe working conditions and industrial health protection using applicable regulations and directives. The Union agrees to cooperate in an effort to promote safety and will encourage employees to report unsafe conditions within their reasonable control when it has been determined that such conditions exist. Emergency equipment in need of repair will be repaired and placed in service as soon as practicable.

Section 3. The Employer agrees that request for the use of depot recreational facilities by employees during non-duty hours will be given due consideration in accordance with LEAD Regulation 28-1.

#### ARTICLE XXIV - GRIEVANCE PROCEDURE

Section 1. The purpose of this Article is to provide a mutually acceptable procedures for the prompt and equitable settlement of grievances. This procedures shall be the exclusive procedure available to the Employer. Union and employees for the resolution of grievances by any employee or the Union concerning any matter relating to the employment of the employee and grievances by an employee, the Union or the Employer concerning (a) the effect or interpretation, or a claim of breach, of this Agreement and (b) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 2. Grievances on all other matters, including matters covered under Sections 4303 and 7512 of the Civil Service Reform Act, are excluded from coverage under this Article. Such matters include grievances conditions of employment.

- a. Any claimed violation of subchapter III of Chapter 73, Title V, U.S.C. relating to prohibited political activities;
- b. Retirement, life insurance, or health insurance;
- c. A suspension or removal for national security reasons under Section 7532;
- d. Any examination, certification or appointment;
- e. The classification of any position which does not result in the reduction in grade or pay of an employee;

- f. Any removal, suspension for more than 14 days, reduction in grade or pay, or furlough for 30 days or less under Section 7512;
- g. Complaints or allegations of discrimination; or
- h. Removal for unsatisfactory performance under Section 4303.

Section 3. 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 shall be referred to arbitration as a threshold issue in the related grievance.

Section 4. Employees in the Unit may be represented only by the Union, or by a person approved by the Union, in filing a grievance under this procedure. However, an employee or group of employees may be present such a grievance directly to the appropriate supervisor and have it adjusted, without the intervention of the Union, so long as the adjustment is not inconsistent with the terms of the Agreements and the Union has been given opportunity to be present during the grievance proceeding in accordance with Section 7121, subsection (b)(3)(B) of the Reform Act.

Section 5. It is agreed that when several employees have an identical grievance, the Union will select one (1) case for processing under this procedure and the results will be applicable to the other employees concerned. The Union will provide the Employer, in writing, which employee's grievance will be processed and the names of the other employees concerned. Such notification to the Employer will be made prior to entering a grievance at Step 1.

Section 6. The parties agree that in the interest of harmonious, cooperative relationships and expeditious resolutions of problems, differences regarding interpretation and application of this Agreement should, whenever possible, be resolved informally, at the lowest supervisory level.

Section 7. Grievances resulting from a continuing condition may be presented at any time. Those resulting in a one-time act or decision must be filed within fifteen calendar days after the act or specific incident giving rise to the grievance. This time limit may be extended by mutual agreement between the Employer and the Union.

## **Grievance Procedure-Steps**

Section 8. Employee grievances covered by this procedure will be handled in the following manner:

Step 1. The employee will discuss the grievance with his immediate supervisor along with or through his steward. The supervisor will make an earnest effort to resolve the grievance and provide his oral reply within four calendar days of its submission. Most grievances should be settled at this level.

Step 2. If the employee is not satisfied with the supervisor's decision, the Union may, within three calendar days, submit the grievance to the Fire Chief. The Fire Chief will meet with the employee and steward and render his decision within five calendar days.

Step 3. If the employee is not satisfied with the Fire Chief's decision, the Union may refer the grievance in writing to the division chief within seven calendar days. The division chief will meet with the employee and the Union and any other interested supervisory within five calendar days and render a decision within five calendar days.

Step 4. If the employee is not satisfied with the division chief's decision, the Union may, within seven calendar days from receipt of such decision, forward the written grievance through the Director to the Commander or his designee for review and disposition. The Commander may or may not meet with the interested parties. The Commander or his designee will render a written decision within seven calendar days after receipt of the grievance.

Step 5. If the Commander's decision is not acceptable, the Union may, upon the employee's written request, have the grievance referred to arbitration under provisions of Article XXV.

Section 9. Grievances over written reprimands will begin at Step 3, suspensions or adverse actions will begin at Step 4 of the above procedures.

Section 10. Grievances between the Employer and Union over the interpretation or application of the Agreement will be settled in the following manner:

Step 1. The moving party (Either Employer or Union) will notify the other party in writing of the grievance within fifteen (15) calendar days of the occurrence giving rise to the grievance.

Step 2. The President of the Union and the Commander, or their designated representatives, will meet within ten (10) calendar days after receipt of the grievance in an effort to resolve the issue. The respondent party will issue its written positions concerning the grievance within ten (10) calendar days of the meeting.

Step 3. If the respondent party's reply is not acceptable, the moving party may refer the grievance to arbitration under the provisions of Article XXV.

ARTICLE XXV -  
ARBITRATION

Section 1. Arbitration will be used to settle unresolved grievances arising under Article XXIV between the Employer and the Union or the Employer and an employee. Arbitration may be invoked only by the Employer or the Union without regard to the wishes of the employee. The decision to refer the grievance to arbitration must be submitted by either party within ten calendar days from date of receipt of the Commander's decision on the grievance.

Section 2. Within ten calendar days of receipt of request, the Federal Mediation and Conciliation Service will be asked for a list of five impartial arbitrators. The parties shall meet within three days after receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of five and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator. The fee and expenses of the arbitrator shall be borne equally by the Employer and the Union.

Section 3. The conduct of the arbitration proceeding will be under the arbitrator's jurisdiction and control, subject to such rules and procedures as the parties may jointly prescribe. He will make his own decisions based on the record in the proceedings. The arbitrator may, unless prohibited by law, proceed in the absence of any party who, after due notice, fails to be present or to obtain a postponement. The award, however, must be supported by evidence.

Section 4. The arbitration hearing will be held, if possible, at Letterkenny Army Depot, during the regular day shift hours, Monday through Friday. The employee, the Union representative, and witnesses who have direct knowledge of the circumstances and factors bearing on the case shall be excused from duty without loss of pay or charge to leave while participating in the arbitration hearing.

Section 5. The arbitrator will be requested by the parties to render his decision as quickly as possible but in any event no later than thirty days after the conclusion of the hearings unless the parties otherwise agree.

Section 6. Both parties to this Agreement recognize and agree that the arbitrator's decision(s) shall be binding. The arbitrator shall have no authority to add or to modify any terms of this Agreement. Either party may file exceptions to the arbitrator's award with the Federal Labor Relations Authority, under regulations prescribed by the Authority.

ARTICLE XXVI -  
VOLUNTARY ALLOTMENT OF UNION DUES

Section 1. The Employer shall deduct dues from pay of all eligible employees who voluntarily authorize such deductions and who are employed within the Unit, in accordance with the provisions set forth herein.

Section 2. Union dues shall be deducted by the Employer from the employee's pay each payroll period when the following conditions have been met:

- a. The employee's earnings are regularly sufficient to cover the amount of the allotment.
- b. The employee has voluntarily authorized such a deduction on Standard Form 1187 supplied by the Union.
- c. Such completed form has been turned over to the Employer by the Union Treasurer or in his/her absence by the Union President.

Section 3. The Union is responsible for purchasing the standard allotment form prescribed by the Comptroller General; distributing it to its members; certifying as to the amount of its dues; delivering completed forms to the Pay Branch, Finance and Accounting Division, and educating its members on the program for allotments for payment of dues, its voluntary nature, and the uses and availability of the required form.

Section 4. Allotments may be submitted to the Pay Branch at any time. Deduction of dues shall begin with the first pay period which occurs after the recipient of the Standard Form 1187 is received by noon of the Tuesday preceding the beginning of the biweekly pay period.

Section 5. The amount of the Union dues to be, deducted each biweekly pay period shall remain as originally certified on such allotment forms until a change in the amount of such dues is certified by the authorized official or in his/her absence by the Union President, and such certification is transmitted to the Employer by the Union. Such change shall begin with the first pay period after receipt of the notice of change by the Pay Branch, or at a later date if requested

by the Union. Such changes shall not be made more frequently than once each twelve (12) months.

Section 6. An employee's voluntary allotment for payment of his or her Union dues shall be terminated with the start of the first pay period in which any of the following occur:

- a. Loss of exclusive recognition by the Union
- b. Separation of an employee from the Unit.
- c. Receipt by the Employer of notice from the Union that the employee has been expelled or has ceased to be a member in good standing of the Union.
- d. Suspension or termination of this Agreement by an appropriate authority outside the Department of Defense.

Section 7. An allotment for the deduction of an employee's Union dues may also be terminated by the employee through submission to the Employer of a Standard Form 1188, properly executed in duplicate by the individual employee. The original and duplicate be furnished the Pay Branch. The duplicate shall be promptly forwarded by that office to the Union upon receipt from the employee. A termination of allotment under this Section shall be effective at the beginning of the first full pay period following one year from the original date the employee authorized dues withholding, or the beginning of the first pay period after 1 March, if the allotment has been in effect for one year, provided the revocation is received by the Pay Branch by such date. The Pay Branch will maintain a supply of Standard Form 1188 and will make this form available to employee upon request.

Section 8. The Employer shall transmit to the Union Secretary-Treasurer promptly, after each regularly scheduled pay day, the following:

- a. List in duplicate of employees on voluntary dues allotments. Each list shall contain the name of each employee of IAFF F-170 and the amount of the allotment deduction name for each member. Each list shall include the monetary amount of all such allotment deductions made the for the employee members together with the total number of such allotment deductions. Each list shall be accompanied by a summary sheet listing the names of each Union member whose dues were not deducted for that period and the reasons therefore together with the names of those members whose allotment was terminated and the reasons therefore.
- b. A check drawn on the Treasury of The United States and made payable to:

Letterkenny Federal Credit Union  
c/o IAFF Local F-170  
Chambersburg, Pennsylvania 17201-4150

In an amount equal to the grand total of all such monetary allotment deductions.

Section 9. The payroll withholding of Union dues will be provided by the Employer at no cost to the Union or the employees.

ARTICLE XXVII -  
MISCELLANEOUS PROVISIONS

Section 1. The Employer agrees that the unofficial bulletin board located in the fire station may be retained for the exclusive use of the Union. The Union will be solely responsible for the posted material and maintenance of the board.

Section 2. The Employer will notify the Union of any pending reduction-in-force at the earliest possible date. Any career employee separated because of a reduction-in-force will be placed on the Reemployment Priority List in accordance with applicable regulations

Section 3. As part of their orientation, newly assigned employees will be provided a copy of the Agreement and advised that they are covered by the provisions of the contract and, as an employee, have the right to join or refrain from joining the Union.

ARTICLE XXVII -  
EFFECTIVE DATE AND TERM

Section 1. This Agreement as executed by the parties shall remain in full force and effect for a period of two years from date of approval and shall be automatically extended for a period of one year unless either party shall notify the other party in writing not more than one hundred five calendar days not less than sixty calendar days prior to the expiration date of the party's desire to terminate or renegotiate this Agreement.

Section 2. This Agreement may be amended by any time by mutual consent of both parties. A request for amendment by either party shall be in writing and shall state the specific article, section, and subject matter to be considered. If it is agreed that the Agreement is to be amended, the parties will meet within thirty days after receipt of such request to negotiate the amendment. Such amendments shall be effective only when approved in the same manner of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THIS 12<sup>TH</sup> DAY OF SEPTEMBER 1986.

NEGOTIATION COMMITTEE

Signed By:

For Management: Chief Negotiator, and Member

For The Union: Chief Negotiator, and Member

Executed By: Colonel, Ordnance Corps, Commanding

Dated: Sept. 12, 1986

ADDENDUM TO AGREEMENT

Between  
Letterkenny Army Depot  
And  
International Association of Fire Fighters, Local F-170

This addendum between Letterkenny Army Depot and the International Association of Fire Fighters, Local F-170, concerning amendments to the articles listed herein to the Labor-Management Agreement between said parties. It is hereby agreed that the following amendments have been made:

Amend Article VIII, Section 1, to read:

“It is agreed that matters appropriate for consultation and negotiation between the Employer and the Union are policies, procedures, and practices affecting working conditions which are within the discretion of the Employer, including but not limited to safety, training, employee-management cooperation, employee services, methods of adjusting grievances, leave practices, promotion plans, demotion practices, reduction-in-force practices, hours of work. The term consultation (discussion) is used to describe situations and circumstances where negotiation is either not required or allowed.”

Amend Article XI, Section 3, by deleting the last sentence of this section:

“It is agreed that no employee will be called back from annual leave except in emergency situations or when necessary to maintain the minimum number of personnel required to be on duty. In this regard, unscheduled absences for reason of illness or emergency leave may permit, at the discretion of the Employer, a reduction in the minimum number of duty personnel. When the Employer finds it necessary to cancel previously approved leave, the reasons for such action will be furnished the affected employee.”

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS  
AGREEMENT THIS 14<sup>TH</sup> DAY OF MAY, 1987.

Signed By: Representatives for Management and for the Union

Executed By: Colonel, Ordnance Corps, Commanding

Dated: May 14, 1987

ADDENDUM TO AGREEMENT

Between

Letterkenny Army Depot

And

International Association of Fire Fighters, Local F-170

This addendum between Letterkenny Army Depot and the International Association of Fire Fighters, Local F-170, concerning amendments to the articles listed herein to the Labor-Management Agreement between said parties. It is hereby agreed that the following amendments have been made:

Amend Article XX, Section 1, to read:

**TRADING TIME**

- a. The total time traded will be restricted to a maximum of twenty-four hours at any one time and must be paid back within the same bi-weekly pay period.
- b. The trading of trade time will occur voluntarily by the employees and not the employer.
- c. The sole reason for trading of time will be the employee's desire or need to be absent themselves from work to attend to a personal matter.
- d. Employees will submit in writing request for trading time to their supervisor as far in advance as possible by normally 48 hours prior to trade.
- e. Supervisors will approve or disapprove request.
- f. Sufficient manpower and supervision will be maintained in accordance with management request.

- g. Employees trading time may only trade with employees of the same grade of those serving one grade higher or lower.

Amend Article XXI, Section 1, to read:

### **TRADING OF KELLY DAYS (NON-DUTY DAYS)**

It is understood and mutually agreed that the practice of trading Kelly Days (non-duty days) among all employees in the unit will be permitted, if the following conditions are met:

- a. The trading of Kelly Days will occur voluntarily by the employees and not at the request of the employer.
- b. Employees will submit written request of Kelly Days to be traded to their supervisor as far in advance as practicable, but normally 48 hours prior to the trade.
- c. Supervisors will approve or disapprove request.
- d. Sufficient manpower and supervision will be maintained in accordance with management request.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT, THIS 26<sup>TH</sup> DAY OF AUGUST, 1987.

Signed By: Representatives for Management and for the Union

Executed By: Colonel, Ordnance Corps, Commanding

Dated: May 14, 1987

**ADDENDUM TO AGREEMENT**  
**BETWEEN**  
**LETTERKENNY ARMY DEPOT, AND**  
**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL F-170**

Amend Article XX Trading Time to read as follows:

ARTICLE XX  
**TRADING TIME**

Section 1. It is understood and mutually agreed that the practice of trading time among employees in the unit will be permitted provided there is no effect on hours of work and the following conditions are met:

- a. The total time traded will be restricted to a maximum of twenty-four hours at any one time and must be paid back within the same bi-weekly pay period or one additional pay round.
- b. The trading of time will occur voluntarily by the employees and not the employer.
- c. The sole reason for trading of time will be the employee's desire or need to absent themselves from work to attend a personal matter.
- d. Employees will submit a written request for trading of time to management as far in advance as possible, but normally forty-eight hours prior to trade.
- e. Management will approve or disapprove the request.
- f. Sufficient manpower and supervision will be maintained in accordance with management requirements.
- g. Any bargaining unit employee may trade time as long as management's minimum manpower requirements are maintained.

- h. Employees trading time will fill in as need but be credited for their own duties. If an employee cannot fulfill a trade; it is cancelled at that time.

In witness whereof, the parties hereto have executed this agreement this \_\_\_day of\_, 1999.

Signed By: Representatives for Management and for the Union

Executed By: Colonel, Ordnance Corps, Commanding

ADDENDUM TO AGREEMENT  
BETWEEN  
LETTERKENNY ARMY DEPOT, AND  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL F-170

Add New Article XXIX:

MOVING OF KELLY DAYS (NON-DUTY DAYS)

Section 1. It is understood and mutually agreed upon that the practice of moving Kelly Days (non-work days) among all bargaining employees will be permitted if the following conditions are met:

- a. The moving of Kelly Days will occur voluntarily by the employees and not at the request of management.
- b. Employees may move his or her Kelly Day within a pay period as long as manning requirements are satisfied, and no other leave approvals are affected.
- c. Each employee may move his or her Kelly Day only twice within a calendar year.
- d. Moving Kelly Days must be applied for no more than seven days prior to the affected date.
- e. Management will approve or disapprove all requests.
- f. Sufficient supervision will be maintained in accordance with management minimum staffing requirements.

Section 2. The maximum number of scheduled Kelly Days per shift will be two per day.

Section 3. It is understood that employees' Kelly Days will cause no additional overtime compensations.

In witness whereof, the parties hereto have executed this agreement this \_\_\_day of\_, 1999.

Signed By: Representatives for Management and for the Union

Executed By: Colonel, Ordnance Corps, Commanding