

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 14 - HEALTH, MORALE, AND WELFARE

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 16 - INJURY COMPENSATION

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

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

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

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

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

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

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

## ARTICLE 17 - ULP INFORMAL SETTLEMENT

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

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

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

### Section 4. Procedures.

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

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

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

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

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

(1) The issue.

(2) Facts leading to the alleged ULP.

(3) Identity of the witnesses the charging party desires to be contacted.

(4) Arrangements for further discussion between the parties.

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

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

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

ARTICLE 18 - STATION UNIFORMS FOR FIRE FIGHTERS

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

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

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

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

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

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

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

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

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

## ARTICLE 19 - PERFORMANCE APPRAISALS

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

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

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

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

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

ARTICLE 20 - PROMOTIONS, TEMPORARY PROMOTIONS AND DETAILS

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

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

a. DOD Stopper Lists.

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

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

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

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

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

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

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

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

a. Job opportunity announcements for positions in the unit

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

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

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

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

c. Who was selected for the promotion.

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

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

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

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

*must bargain unit  
procedures & A.A.*



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

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

*Bargain over  
procedures and A.P.*

ARTICLE 21 - CONTRACTING-OUT AND FURLOUGHS

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

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

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

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

a. The Union will be informed **in advance** of:

(1) The reason for the furlough.

(2) The expected length of the furlough.

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

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

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

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

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

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

## ARTICLE 22 - PARTNERSHIP

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

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

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

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

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

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

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

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

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

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

*Barry  
Friedman and A.H.*

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

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

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

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

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

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

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

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

*Internal security, practices  
Consult on procedures*

ARTICLE 24 - DRUG-FREE WORKPLACE

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

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

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

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

Section 5. Frequency of Testing.  
Random Drug Testing will be conducted in accordance with established law, rule and regulations.

Section 6. Initial Notification of Employees.  
When drug testing is required, the Employer will inform concerned bargaining unit employees at least 90 days before the initial

urinalysis of the following:

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

Section 7. Elements of the Testing Procedure.

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

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

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

Section 8. Confidentiality and Safeguarding of Information.

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

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

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

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

Section 9. Counseling and Rehabilitation.

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

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

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

are reasons for alternative assignment.

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

## ARTICLE 25 - FIRE DEPARTMENT TRAINING

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

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

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

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

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

involving travel.

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

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

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

*Agmt rights*

ARTICLE 26 - DISCIPLINARY ACTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

*Must bargain  
procedures and  
app. arrangements*

ARTICLE 27 - ADVERSE ACTION

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 28 - NEGOTIATED GRIEVANCE PROCEDURE

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

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

PAY  
PAY ADJUSTMENTS UNDER SUBPART C  
Matters specifically provided by Federal Statute

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

Section 2. Representation

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

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

reflection on the Employer.

Section 4. Employee Grievance Procedure

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 29 - ARBITRATION

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

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

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

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

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

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

ARTICLE 30 - PAYROLL DUES WITHHOLDING

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

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

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

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

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

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

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

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

## ARTICLE 31 -DURATION AND CHANGES TO THE AGREEMENT

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

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

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

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

Section 5. All rights, privileges and conditions enjoyed by the Employer, the Union, and the bargaining unit employees at the present time, which are not included in this Agreement shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual consent of the Partners or as required by law, rule and/or regulation.

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

IN WITNESS THEREOF, the parties have entered into this Agreement on this 27<sup>th</sup> day of JANUARY 1997.

For the Employer:

For Local F-273, F-281 and F-253, International Association of Firefighters:

BY Philip T. Grignon  
PHILIP T. GRIGNON  
Chairman, Negotiating Committee

BY Michael J. Crouse  
MICHAEL J. CROUSE  
Chairman, Negotiating Committee

Willie G. Shelton, Jr.  
WILLIE G. SHELTON, JR.  
Member, Negotiating Committee

Michael P. O'Neill  
MICHAEL P. O'NEILL  
Member, Negotiating Committee

Robert Miller  
ROBERT MILLER  
Member, Negotiating Committee

William J. Holick  
WILLIAM HOLICK  
Member, Negotiating Committee

James W. Hensel  
JAMES W. HENSEL  
Member, Negotiating Committee

Dennis M. Gilroy  
DENNIS GILROY  
Member, Negotiating Committee

LOCAL APPROVAL:

Thomas M. Brady  
THOMAS M. BRADY  
COLONEL, AG  
Garrison Commander

David H. Toops  
DAVID H. TOOPS  
COLONEL, FA  
Garrison Commander

Owen C. Powell, Jr.  
OWEN C. POWELL, JR.  
COLONEL, MP  
Garrison Commander

**AGENCY HEAD  
APPROVED 2/25/97**

GRIEVANCE FORM

Employee's

Name: \_\_\_\_\_

Employee's

Job/Title/Classification: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

See attached for further information

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

See attached for further information

**SPECIFIC REMEDY OR CORRECTIVE ACTION REQUESTED**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

See attached for further information

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

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

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

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

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

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

**ACTION TAKEN**

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

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

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

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

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

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

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

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

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

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

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL NO. F-273  
and  
FIRE PROTECTION AND SAFETY DIVISION

SUBJECT: Fire Department Training and DoD Certification Program

1. Purpose: This Memorandum of Understanding (MOU), is entered into by and between the Fort Belvoir Fire Department, hereinafter referred to as the "Employer" and the International Association of Fire Fighters, Local F-273, hereinafter referred to as the "Union" and "jointly" referred to as the "Partners". The purpose of this MOU is to set forth the terms and conditions for providing required training to Fire Department employees and complying with the Department of Defense's Fire and Emergency Services Certification Program. To this end, the partners hereby agree to the following terms and conditions:

2. Requirements: The requirements for providing the required Fire and Emergency Services related training shall be in accordance with DOD Instruction 6055.6 dtd12/94, DOD 6055.6-M (Latest Revision), AR 420-90 latest revision) the NFPA/OSHA Standards, this MOU and the existing Collective Bargaining Agreement (CBA).

3. Scope: This MOU applies to "all" Fire Department employees.

4. Responsibility:

a. The Fire Department's Partnership Council is responsible for monitoring and overseeing the implementation of this MOU.

b. The Fire Department's Assistant Fire Chief(s), Station Chief(s), and Captain(s) are responsible for the implementation of this MOU.

c. Each Fire Department employee is responsible for ensuring that they review and comply with DODI 6055.6-M, AR 420-90 and any/all established Fire Department training plans and this MOU.

5. Background: This MOU is designed to enhance the Fire Department's training process, improve performance, and strengthen the professionalism of all Fire and Emergency Services personnel. The established training program cited in this MOU measures the competence of Fort Belvoir's Fire and Emergency personnel and provides quality control elements for the training process. These measurements and quality control elements will be accomplished through the administration of standardized written and performance evaluations.

6. Policy: Pursuant to DOD 6055.6-M (see Enclosure), all Fire Department employees are required to participate in the DOD Fire and Emergency Services Certification Program. However, the Partners agree, that the Fire Department employees participation in the DOD Certification Program and the physical (practical) training course in and of itself, shall not be used to determine ones continued employment or standing in the Fire Department.

a. Furthermore, the PARTNERS agree that the professional competence of employees in the Fire Department are important in accomplishing both the mission of Fire Department and the Federal career goals of the employee. To this end, the Employer shall provide relevant/required training and that employees shall be dedicated to self-improvement through active participation in these programs. Consequently, the PARTNERS have agreed to fully support the Department of Defense (DOD) Fire and Emergency Services Certification program outlined in DODI 6055.6M and other relevant employee development opportunities.

b. Recognizing the challenges presented by these training requirements the Fire Department's Partnership Council shall address the short and long term training strategies relating to the implementation of the DOD Fire and Emergency Services Certification Program and other relevant development requirements, with the commitment to:

(1) Identify and initiate the initial certification(s) for unit employees to the position that they held in December 1995. (Short Term).

(2) Identify and initiate administrative adjustments to the 1994 grandfathering process. (Short Term).

(3) Pursue adequate funding to support DOD Certification Program, that includes, but not limited to facilities, training material, reference material, computer equipment, and training aids. The Employer agrees to provide the necessary facilities,

training material, reference material, computer equipment and other training aids in order to support this program as mutually agreed to by the partners.

(4) Provide training for employees requiring immediate certification in their current positions (Short Term) - during core work hours.

(5) Provide training for employees requiring immediate certification for promotion (Short Term) - during core work hours.

(6) Provide policies/procedures designed to keep employees current and to give the employees the opportunity to be eligible for future promotions. However, the certification requirements will not be required for promotions until such time as this SOP is fully implemented.

c. It is agreed that a test of job knowledge provides a measure of job capability. Tests associated with the DOD Fire and Emergency Services Certification Program will normally be given by true-false, multiple choice, matching and/or completion questionnaires whenever these forms are compatible with the objective of the test. Purpose of the test shall be made known and available study reference lists shall be made available. Written tests generated locally and not connected with the Certification Program will be given by true false or multiple choice questionnaires whenever these forms are compatible with the objective of the test. Purpose of the test shall be made known and available study reference lists shall be made available. Consideration will be given to the views and comments of the Union and information will be discussed within the Partnership Council.

d. The Employer has the right to train and assign work in accordance with the CBA. However, make-work training is discouraged and will not be assigned as punishment, reprisal or harassment. A monthly training schedule will be established, posted and all deviations will be approved by the Fire Chief or his designee. The Union will be advised in writing of the authorized designee. Changes may be required because of weather conditions (extreme cold, extreme heat, high humidity and high winds), availability of facilities, etc. The Employer shall make the necessary arrangement to have an ambulance and crew on site during hot training drills. In the event the Ambulance and crew

needs to respond to an actual emergency, the hot training drill shall be terminated as quickly and safely as possible. To ensure that safe working conditions are provided to unit employees, such training shall not resume until such time as the ambulance and crew can be physically present on site.

e. The Employer agrees to provide and maintain a department library consisting of fire prevention films, books, periodicals, Technical Orders, Trade Journals, etc., for employees' self-development and technological advancement which may be checked out by Fire Department employees for their use. The Partnership Council will identify what training material is necessary and relevant (to support the DOD Certification Program) and will take the appropriate action to order such material. In addition, the Employer agrees to maintain a video cassette recorder/player at each station.

f. The Employer agrees to maintain and/or provide access to adequate facilities necessary to support the practical portion of the approved training programs.

g. The Employer shall provide counseling, training and guidance to all employees in an effort to assist them to remain current in their assigned positions, and, insofar as possible, for the purpose of assisting their career development.

h. When an employee of the unit is assigned to any position in which the employee has had no previous or recent experience, he/she will be given a reasonable training period in which to become proficient, as deemed necessary by management.

i. Job related training opportunities will be offered without regard to race, religion, color, creed, national origin, age, sex, disability, political/or union affiliation or any other non merit factor.

7. Training Development: In order to identify the training requirements for Fire Department employees, the Fire Department Partnership Council shall conduct an annual "training needs survey" to determine the individual/group training needs and requirements.

- Based on the results of the "Training Needs Survey", the Partnership Council shall establish a "Continuing Education

Program" for unit employees that relates to all aspects of the Fort Belvoir's Fire and Emergency Services Program. This

continuing education program shall include, but is not limited to offering the necessary and/or relevant training to employees on an as needed basis, excluding IDP's. In addition, the Partnership Council shall develop an in-service (daily) training program that meets the mission requirements of the Fire Department.

8. Training Records: The Employer will maintain training records on each Fire Department employee. Copies of these training records shall be provided to the employee upon his/her request.

9. This MOU is affective upon signature. This MOU will remain in full force and effect for the duration of the collective bargaining agreement (CBA), unless changed by the mutual consent of the Parties.

Encl  
DoD Fire & Emergency  
Services Program

5/  
MICHAEL P. O'NEILL  
President, IAFF F-273

(date)

5/  
NORMAN E. SULLIVAN, JR.  
Acting Fire Chief

(date)

\_\_\_\_\_  
CF:  
Ch, CPAC  
All Fire Department Personnel



REPLY TO  
ATTENTION OF

## DEPARTMENT OF THE ARMY

U.S. ARMY GARRISON, FORT BELVOIR  
DIRECTORATE OF PUBLIC WORKS  
9430 JACKSON LOOP, SUITE 107  
FORT BELVOIR, VIRGINIA 22060-5130



ANFB-PWF

9 Jan 98

MEMORANDUM FOR IAFF Local F-273, Michael P. O'Neill, President,  
P.O. Box 146, Fort Belvoir, VA 22060-0146

SUBJECT: Response to Grievances - Step 1

The following relate to your memorandum dated 9 January 1998:

a. Sub-committees for Partnership Council.

(1) It was mutually agreed by the Partnership Council to resolve the issues of Standard Operating Procedures (SOP's) as the top priority. to date, we have reviewed seven (7), agreed to allow the Union time to review the Uniform SOP concerning a class A optional uniform. I am receptive at re-establishing the committee concept to the sub-committee of the Partnership Council. We, collectively, need to establish or reestablish our priorities.

(2) Establishing goals for 1998 can be delayed until we decide on the sub-committee make-up.

(3) I agree to set a Partnership Council meeting within ten (10) days to discuss items outlined in your Remedy Sought.

b. Personnel policies and practices.

(1) Management agrees to comply with Article 3, Section 1.

(2) Future transfers will be established via a firm policy agreed to by the Partnership Council.

**"EXCELLENCE THROUGH SERVICE"**

ANFB-PWF

SUBJECT: Response to Grievances - Step 1

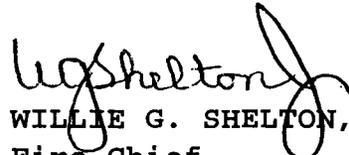
c. Personnel policies and practices Articles 3, Section 5 (b), (c), (f).

(1) Management agrees to discuss the Day Driver concept with the Partnership Council.

(2) Assistant Fire Chief Kerr is designated as the Project Officer and the focal contact with the Union.

d. Attendance at Meetings.

- Management agrees to allow the union its right to be represented at meetings.

  
WILLIE G. SHELTON, JR.  
Fire Chief

CF:

Supervisory Firefighters (ANFB-PWF)

Director of DIS (ANFB-PW)

✓ Chief, CPAC (ANFB-CNC)



REPLY TO  
ATTENTION OF

## DEPARTMENT OF THE ARMY

U.S. ARMY GARRISON, FORT BELVOIR  
DIRECTORATE OF PUBLIC WORKS  
9430 JACKSON LOOP, SUITE 107  
FORT BELVOIR, VIRGINIA 22060-5130



### MEMORANDUM OF UNDERSTANDING

#### BETWEEN

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL NO. F-273

#### AND

FIRE PREVENTION AND PROTECTION DIVISION

**SUBJECT:** Overtime Policy

1. Purpose. To establish policy for use of mandatory overtime.
2. Scope. Applicable to all essential personnel of the DPW, Fire Prevention and Protection Division.
3. Mandatory overtime shall be used when necessary to maintain minimum staffing levels of the division. Mandatory overtime is position-for-position unless all like positions are exhausted or, in the event the same individual will be required to work more than 72 hours without a (24 hour) break. In either of these instances, the next lower position will be utilized. Individuals who appear on the roster shall be exempt under the following:
  - a. Scheduled annual or sick leave.
  - b. Illness.
  - c. Scheduled court appearance (summons is required).
  - d. Emergency situations.
  - e. Scheduled three day breaks.
  - f. Scheduled five day breaks.
4. Individuals shall remain on top of the overtime roster for a period not exceeding 14 consecutive days. In the event an individual is on scheduled leave or COP that individuals' position shall not be affected. If an individual volunteers for overtime, it shall not affect their position on the overtime roster. The following procedure shall be used when implementing mandatory overtime.

**"EXCELLENCE THROUGH SERVICE"**

SUBJECT: Overtime Policy

- a. Notify the individual on top of the overtime roster.
  - b. Solicit on-duty personnel for volunteers.
  - c. Notify the person on top of the overtime roster that no volunteers were available; therefore, the individual is held on mandatory overtime.
5. It is the responsibility of the individual who volunteers for overtime on a pre-scheduled tour to secure an alternate if unable to work. If no alternate can be located, the individual will be required to work.
6. An individual may split overtime into whatever hourly increments they wish; however, no more than one split is permitted.
7. A voluntary overtime roster list will be maintained with a list of employees available for overtime for upcoming dates. The employee must state which dates they are available to work the overtime. Each individual is responsible for making the shift supervisor aware of the dates and time they are willing to work overtime. Those dates will be recorded on that days morning report.
8. It is the responsibility of the shift Officer-in-Charge to execute this procedure fairly and impartially.

*Michael P. O'Neill*

MICHAEL P. O'Neill  
President, IAFF F-273

7-8-97 (date)

*Willie G. Shelton Jr.*

WILLIE G. SHELTON JR.  
Fire Chief

9 July 1997 (date)

CF:

Ch, CPAC, Fort Belvoir  
All Fire Department Personnel