



NEGOTIATED AGREEMENT

BETWEEN

DEPARTMENT OF THE ARMY, MILITARY DISTRICT OF WASHINGTON

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

AND THE

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

MILITARY DISTRICT OF WASHINGTON

LOCALS F-253, F-273 AND F-281

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PREAMBLE

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

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

*Redline*

WITNESSETH

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

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

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

## SUPPORT OF COMMON GOALS

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

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

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

- improving the utilization of time and materials;

- safeguarding of employee health and safety;

- developing and using employee skills;

- promoting work attendance;

- promoting the principles of equal employment opportunity;

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

## PURPOSE

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

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

ARTICLE 1 - RECOGNITION AND UNIT DESIGNATION

Section 1. Coverage:

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

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

Section 2. Excluded:

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

ARTICLE 2 - APPLICATION OF LAWS AND REGULATIONS

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

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

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

ARTICLE 3 - MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATION

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

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a. On the numbers, types, and grades of the employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods and means of performing work;

b. Procedures which the Employer will observe in exercising any authority under this article;

A.A.

c. Appropriate arrangements for employees adversely affected by the exercise of any Authority under this agreement by the Employer;

d. If ~~Executive Order 12871~~ is revised, modified and/or abolished, the Partners agree that the provisions of this Article will be in accordance with the Statute (unless otherwise mutually agreed to by the Partners)

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

Not enforceable because it contradicts

*[Handwritten signature]*

a. Political activities prohibited under subchapter III of Chapter 73 of Title VII;

b. The classification of any position;

c. The extent such matters are specifically provided for by Federal statute;

d. Those rights and authorities retained by the Employer; or

e. Which are the subject of any existing or future law or

Government-wide regulations.

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

OR

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

possibility level  
in

Section 5. Changes Initiated At The Installation Level

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

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

out

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

Assignment of work

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

~~at hand~~

We are not going to ~~stop~~ delay implementation in order to negotiate

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

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

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

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

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

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

ARTICLE 4 - RIGHTS OF THE EMPLOYEE(S)

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

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

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

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

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

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

OK

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

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

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

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

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

ARTICLE 5 - UNION RIGHTS AND REPRESENTATION

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

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

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

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

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

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

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

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

Section 8. Subject to security and safety regulations national officers or duly designated representatives of the Union who are not employees of the agency will be admitted to the installation to visit the fire stations of the installation so long as there is no disruption of work operations. The Fire Chief or designee will be advised as early as possible in advance of the intended visit. a1

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

Section 10. The Employer agrees to provide space within the Fire Station for an office for the local Union. The Employer will provide a desk, a file cabinet and a telephone with the Union being responsible for paying for long distance telephone calls using a credit card. Access to a computer/printer, FAX machine and copier will be provided; however, the Union will supply paper. The Employer will make an area in the Fire Station available to the Union for the purpose of holding regular scheduled meetings. The Union agrees to inform the Employer at least one week in advance of the meeting. The Union will be responsible for leaving the area in the same condition as it was prior to the meeting. a1

ARTICLE 6 - RIGHTS OF THE EMPLOYER

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

## ARTICLE 7 - POSITION DESCRIPTIONS AND CLASSIFICATION

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

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

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

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

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

ARTICLE 8 - CHANGING/EXCHANGING TOURS OF DUTY/EARLY RELIEF

Section 1. Employer Changes to Established Work Schedules.

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

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

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

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

Section 3. Trading of Time.

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

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

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

desire or need to attend to personal matters.

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

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

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

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

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

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

#### Section 4. Early Relief

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

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

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

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

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

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

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

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

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

## ARTICLE 9 - OVERTIME AND CALL BACK PROCEDURES

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

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

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

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

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

## ARTICLE 10 - HOURS OF WORK

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

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

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

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

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

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

ARTICLE 11 - SAFETY AND OCCUPATIONAL HEALTH

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

Section 2. Fire Department Staffing.

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

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

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

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

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

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

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

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

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

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

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

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

Section 12. Yearly physicals.

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

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

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

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

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

### Section 13. Fitness Program.

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

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

station where available.

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

Section 14. Smoking and Firefighter Health.

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

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

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

## ARTICLE 12 - ANNUAL LEAVE

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

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

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

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

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

is informed of any absence from each schedule shift. When an emergency (a sudden or unforeseen situation that requires immediate action) necessitates an employee's absence which could not be approved in advance, the employee shall notify the on-duty supervisor, at least one (1) hour prior to the start of their scheduled work shift. Employees will describe the emergency, give an estimate as to how long they will be absent and the type of leave desired. If the absence extends beyond one workday, the employee shall keep the on-duty supervisor informed of the situation and probable date of return to work. Bargaining unit employees may be required to substantiate the nature of the emergency. Management reserves the right to disapprove such requests for leave based on workload requirements and the nature of the emergency.

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

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

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

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

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

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

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

## ARTICLE 13 - SICK LEAVE

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

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

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

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

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

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

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

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

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

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

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