

**Collective Bargaining Agreement  
between**

**Washington Headquarters Services,  
Raven Rock Mountain Complex**

**and**

**International Association of Firefighters,  
Local F-301**



**Implementation Date: April 29, 2009**

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## **PREAMBLE**

Pursuant to the policies set forth in Title VII of the Civil Service Reform Act of 1978 and subject to the applicable Statutes, rules, regulations and directives of higher federal authority, the following constitutes an Agreement by and between the Washington Headquarters Services, Raven Rock Mountain Complex, herein referred to as the Employer and the, International Association of Fire Fighters (AFL-CIO), Local F-301, hereinafter referred to as the Union and collectively referred to as the Parties.

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.

**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 facilitates 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, 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;

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

## **SUPPORT OF COMMON GOALS**

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

- promoting and improving fire and emergency services capabilities to better defend and protect the people we serve;
- promoting employee participation in the formulation and implementation of personnel policies and practices affecting general conditions of employment;
- improving the use 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; and
- 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.

## **ARTICLE 1: COVERAGE AND EFFECT OF AGREEMENT**

### **Section 1: Federal Labor Relations Authority (FLRA) Certificate Governs**

- a. The sole and exclusive Representative and the bargaining unit are defined in FLRA Certificate Case Number BN-RP-07-0002, dated February 20, 2007, and any subsequent amendments thereto.
- b. This Agreement governs the labor/management relationship established by the FLRA Certificate Case Number BN-RP-07-0002.

### **Section 2: Description of Unit**

As of the execution date of this Agreement, the governing FLRA certificate (Case Number: BN-RP-07-0002) stipulates that the Unit is defined as follows:

INCLUDED: All non-professional Firefighters (GS-0081) employed by the Raven Rock Mountain Complex, Washington Headquarters Services at Pennsylvania.

EXCLUDED: All professional employees, management officials, supervisors, fire fighters and employees defined in 5 U.S.C. § 7112 (b) (2), (3), (4), (6) and (7).

### **Section 3: Effect on Previous Agreements**

Except as specifically provided for in this Agreement, this Agreement hereby revokes or supersedes all oral, written, or otherwise implied collective bargaining agreements, supplements, memoranda of understanding, memoranda of agreement, and past practices that are in place prior to this Agreement's implementation between the Employer and IAFF or its Representative at any level.

### **Section 4: Controlling Guidelines**

The administration of all matters covered by this Agreement—and the Employer, the Union, and all bargaining unit employees—are governed by existing laws (including the Statute), future laws, and existing or future policies and regulations of appropriate authorities, including, but not limited to: Presidential Executive Orders and Directives, Office of Personnel Management policies and regulations, Occupational Safety and Health Administration regulations, Department of the Defense policies and regulations, Washington Headquarters Services policies and regulations, and Raven Rock Mountain Complex policies, regulations, and operating guidelines.

## **ARTICLE 2: LABOR/ MANAGEMENT MEETINGS**

### **Section 1: Frequency**

To encourage productive labor/management relations, a meeting between the Union and Employer shall be held at least quarterly on an agreed upon schedule. Such meeting shall serve to provide the Employer and the Union an opportunity to develop an understanding of problems relating to the labor/ management relations program. Pending meetings will not delay or stay management's right to act or implement change in accordance with provisions of this Agreement.

### **Section 2: Attendees**

Union participants will be the local Union President (or designee) and not more than 3 (three) Representatives of the Union. Employer participants will be the Fire Chief (or designee) and not be more than 3 (three) Representatives of the Employer. Subject matter experts may attend upon mutual agreement of the Parties.

### **Section 3: Agenda**

At least 10 (ten) working days prior to the date of the meeting, the Union President will submit to the Employer a list of proposed agenda items. At the same time, the Employer will submit to the Union a list of proposed agenda items. If neither Party submits agenda items, no meeting will be held. Agenda items will normally be limited to overarching issues affecting the labor/management relations program. Matters appropriate for handling by Stewards (including individual employee grievances) will not normally be discussed at these meetings.

### **Section 4: Special Meetings**

By mutual consent, special meetings may be called following written notice of normally not less than 5 (five) workdays; the subject matter must be clearly identified in the notice.



## **ARTICLE 3: MID-TERM BARGAINING**

### **Section 1: Controlling Guidelines**

Negotiations will be in accordance with the requirements of the Statute and in accordance with this Agreement.

### **Section 2: Matters Appropriate for Mid-term Bargaining**

- a. It is agreed and understood that matters that may be appropriate for mid-term negotiation between the Parties are as follows:
  1. personnel policies and practices and matters affecting general working conditions of employment in the unit that are within the discretion of the Employer;
  2. procedures that the Employer will observe in exercising Management Rights as defined by the Statute;
  3. appropriate arrangements for employees adversely affected by the exercise of Management Rights as defined by the Statute; and
  4. at the election of the Agency, the numbers, types, and grades of the employees of positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods and means of performing work.
- b. However, negotiation is not required on any matter already covered by, expressly or inseparably bound to, a provision of this Agreement or the exercise of a Management Right as defined by the Statute.

### **Section 3: Notification Regarding Changes to Conditions of Employment**

The Employer will notify the Union, in writing (to include email) at least 14 (fourteen) days prior to the implementation of a management decision that substantially impacts the conditions of employment of bargaining unit employees in accordance with this Agreement.

### **Section 4: Requests to Bargain**

Requests to bargain must be made in writing (to include e-mail) to the Employer, within 7 (seven) days following notification to the Union. Written proposals must be submitted to the Employer within 14 (fourteen) days following notification to the Union. If the Union does not reserve its right to bargain by following all of the procedures outlined in this Section, Management may implement the change. 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.

## **ARTICLE 4: EMPLOYEE RIGHTS**

### **Section 1: Right to Choice**

- a. Nothing in this 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 to the Union or through payroll deductions.
- b. 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 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, other officials of the Executive Branch of the Government, the Congress, or other appropriate officials; and engaging in collective bargaining with the Employer with respect to conditions of employment through Representatives chosen by employees.
- c. Eligible employees may become dues paying members of the Union without discrimination as to race, color, religion, sex, age, national origin, or handicapping condition. The Parties 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 Parties affirm their joint opposition to any discriminatory practices in connection with employment and promotions and training.
- d. An employee also 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.
- e. An employee also has the right, regardless of Union membership, to choose his own Representative in a grievance or appeal action not subject to review under the negotiated grievance procedure. However, an employee in the unit may be represented only by themselves or the exclusive representative in filing a grievance under the negotiated grievance procedure.

### **Section 2: Right to Representation**

Employees have the right to consult or meet with a Union Representative and to be represented during a grievance, disciplinary/adverse actions, and/or any other administrative/appeal process for which the Union is certified as the exclusive Representative. The Employer agrees to authorize a reasonable amount of time to allow for such consultations/meetings during the employee's regular working hours.

### **Section 3: Right to Review OPF**

Upon request, 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. Disclosure shall be consistent with appropriate laws, rules, and regulations. Union Representatives must have written authorization from a unit employee to review the employee's OPF in the employee's absence.

## **ARTICLE 5: UNION RIGHTS**

### **Section 1: Right to act as Exclusive Representative**

- a. In accordance with the certification of Representative issued by the FLRA, the Union is entitled to act for and negotiate collective bargaining agreements covering all employees in the unit.
  
- b. The Union, however, does not have an obligation to represent employees that are non-members of the IAFF Local F-301 in any statutory appeal procedure for which the Union does not have exclusive representation rights (e.g., MSPB, EEO).

### **Section 2: Right to Representation**

The Union shall be given the opportunity to be represented at the following:

- 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;
  
- b. In accordance with Article 29, Section 4, any examination of any employee in the Unit by a Representative of the Agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against him/her, and the employee requests representation; and,
  
- c. The Fire Department's New Employee Orientation.

### **Section 3: Right to Office Space and Equipment**

- a. The Employer agrees to provide office space within the Fire Station for the local Union. The Employer will provide a desk, a file cabinet, access to a computer, printer, FAX machine, and copier for representational purposes; however, the Union will supply the paper.
  
- b. To the extent practicable, the Employer will make an area in the Fire Station available to the Union for holding regularly scheduled meetings. The Union agrees to submit requests to use an area in the Fire Station for meetings to the Employer at least one workweek 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. As required, an office will be provided to allow for private discussions/consultations.
  
- c. The information services of the Employer, including telephone, mail, electronic mail, and web services, will be available for use by the Union for representational

purposes and official communications between Union officials, employees, and the Employer.

- d. The Employer agrees to provide space on a designated bulletin board in the fire stations to the Union for the posting or circulation of appropriate Union material.
- e. The use of services provided for in this Section will be subject to Government, DoD, and RRMC communications policies.

**Section 4: Right to Information**

Pursuant to 5 U.S.C. § 7114 (b) (4), upon written request and to the extent not prohibited by law, the Employer agrees to provide data that is normally maintained in the regular course of business or reasonably available if the Union can demonstrate a particularized need for such data.

## **ARTICLE 6: EMPLOYER RIGHTS**

Pursuant to 5 U.S.C. § 7106,

- (a) Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency—
  - (1) to determine the mission, budget, organization, number of employees and internal security practices of the Agency; and
  - (2) in accordance with applicable laws—
    - (A) to hire, assign, direct, layoff, and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
    - (B) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted;
    - (C) with respect to filling positions, to make selections for appointments from—
      - (i) among properly ranked and certified candidates for promotion; or
      - (ii) any other appropriate source; and
    - (D) to take whatever actions may be necessary to carry out the Agency mission during emergencies.
- (b) Nothing in this section shall preclude any agency and any labor organization from negotiating—
  - a. at the election of the Agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on technology, methods, and means of performing work;
  - b. procedures which management officials of the agency will observe in exercising any authority under this section; or
  - c. appropriate arrangements for employees adversely affected by the exercise of any authority under the section by such management officials.

## **ARTICLE 7: RECOGNITION OF UNON REPRESENTATIVES**

### **Section 1: Union Roster**

Within 30 (thirty) days after the execution date of this Agreement, the local President (or designee) will provide to the Employer an up-to-date roster, in writing, of all locally elected or appointed Union Representatives. This roster will include each Representative's Union title and a phone number, email address, mailing address, and fax (if applicable) where each Union Representative may be reached. An updated roster, as described above, will be provided to the Employer following any changes to the preceding roster of Union Representatives provided by the Local President (or designee).

### **Section 2: Local Union Representatives**

The Employer will recognize local Officers or Stewards, not to exceed one steward per Engine Company, whose name(s) appear on the most recent Union roster provided by the Local President (or designee) in accordance with Section 1 of this Article.

### **Section 3: Regional or National Representatives**

- a. Union Representatives who are not employees of the Employer will comply with all current and future security policies and practices and make arrangements no later than 5 (five) workdays in advance to obtain admittance to Raven Rock Mountain Complex.
- b. As a professional courtesy, Union Representatives, who are not employed by the Employer, or the Local Union, will send written advanced notice (to include email) to the Fire Chief (or designee) indicating when he/she will be onsite.

## **ARTICLE 8: OFFICIAL TIME**

### **Section 1: Use of Official Time**

- a. Official time is to be used for conducting Union/ Management business at the activity where the Union Representative is assigned.
- b. If requested, official time may only be granted for the following unless otherwise expressly authorized by this Agreement:
  1. Investigate, prepare, and present employee grievances to management;
  2. Represent unit employees in formal disciplinary action proceedings including Weingarten meetings;
  3. Attend formal meetings between management officials and the Union;
  4. Participate in arbitration hearings in either a representational capacity or as a witness; and
  5. Consult with management officials within the steward's area of responsibility over grievances, personnel policies or practices, matters affecting working conditions, or unit employees.

### **Section 2: Official Time Exclusions/ Limitations**

- a. Activities concerned with the internal management of the Union (e.g., solicitation of membership, collection of dues, campaigning for office, distribution of literature, or other matters pertaining to internal Union business) and activities not specifically authorized by the terms of this Agreement shall be performed only during the non-duty hours of Union Representatives.
- b. The Union recognizes its responsibility to ensure that Union Representatives do not abuse their authority by unduly absenting themselves from their assigned work areas, and the Union agrees to make every effort to perform representational duties in an expeditious manner.
- c. 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.
- d. The use of official time will normally be permitted for only one local steward or officer at a time for each case or complaint; official time will not normally be granted to Union Representatives who are performing overtime work.



### **Section 3: Obtaining Permission to Use Official Time**

- a. Prior to performing Union/ Management business, Officers and/or Stewards must request official time by emailing a request for official time to their immediate supervisor (or designee).
- b. The request for official time 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.
- c. An employee may not perform representational duties on official time until official time is approved by the employee's supervisor.
- d. Supervisors will make every effort to approve or disapprove official time as soon as possible after receiving the official time request.
- e. The determination as to the appropriate time for release from duty and the actual amount of official time authorized will depend on the facts and circumstances of the individual situation, but supervisors shall be guided by the following:
  1. Approval should normally be reserved for such time as will cause minimum interference in the performance of regular duties.
  2. The amount of time authorized should be proportionate to the complexity of the issues involved.
  3. Attendance at meetings called by the Employer shall not be subject to 1 and 2 of this Section.
- f. 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. Normally, the appropriate supervisor on duty shall not unreasonably deny such permission.
- g. The Employer agrees that Union Officers and Stewards will be authorized a reasonable amount of official time away from the job to perform their representational activities pursuant to 5 U.S.C. § 7114 and this Agreement. Permission will normally be granted unless such absence would cause an undue interruption of work.
- h. The employee and the officer/steward will report their return to work to the appropriate supervisor on duty.

## **ARTICLE 9: UNION DUES WITHHOLDING**

### **Section 1: Employee Eligibility**

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: Union Responsibility**

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

### **Section 3: Frequency of Deduction**

Dues will be withheld from the bi-weekly paychecks of employees who have authorized such deduction in accordance with this Article.

### **Section 4: Changes to Dues Withholding**

- a. A change of the amount of dues deducted may not be made 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 by the servicing payroll office from the respective Local Union President (or designee).
- b. The Employer will terminate the dues allotment at the end of the pay period during which any of the following actions takes place:
  1. The employee leaves the unit as a result of any type of separation, transfer, or other personnel action.
  2. The certification of the Union as the exclusive representative for the unit is withdrawn.
  3. The employee is suspended or expelled from membership in the IAFF Council of Federal Locals or IAFF F-301. 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.
- c. An employee may request revocation of his allotment during the 30 (thirty) day period prior to the anniversary 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 timely to the Servicing Payroll Office. The 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 WHS Labor and Management Employee Relations Office, or the servicing payroll office.

**Section 5: Payment to Union**

- a. 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.
  
- b. 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 by the servicing payroll office.

**Section 6: Erroneous Payment of Dues**

The Union is responsible for refunding to the Employee any unauthorized deductions or erroneous payment of dues to the Union.

## **ARTICLE 10: POSITION DESCRIPTIONS AND CLASSIFICATION**

### **Section 1: Controlling Guidelines**

- a. It is agreed that position classification will be conducted within the guidelines issued and authority delegated by the Office of Personnel Management and DoD.
- b. The Agency will maintain an accurate position description for each position that will reflect the significant duties to be performed. Position descriptions containing "and other duties as assigned" or similar phrases will not be used as a basis for assigning duties to an employee on a recurring basis which are unrelated to their principal duties.

### **Section 2: Employee Copy**

The Employer agrees that each employee will be provided a copy of his official position description and any amendment(s) thereto. A copy will be provided to the Union, upon request.

### **Section 3: Accuracy**

- a. The Employer agrees to maintain current and accurate position descriptions for all positions in the unit, in accordance with applicable instructions. The specialized certification and skill requirements of the position will be reflected in the position description.
- b. 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. Following the review if the employee still believes that the position description does not reflect the duties that have been assigned to him by management, the employee may grieve through the Negotiated Grievance procedure. Grievances will not include issues concerning the appropriate classification of the title, series, or grade of a position.
- c. Nothing in this Agreement shall be interpreted to mean that management waives its right to assign work pursuant to the Statute and Article 6 of this Agreement.

### **Section 4: Classification Appeals**

- a. If a unit employee believes that the classification (title, series, or grade) of his/her position is in error, upon request through their supervisor (or designee), the employee will be furnished information on classification appeal rights and the procedures for filing an appeal.
- b. Any discrepancies concerning content accuracy must be resolved in accordance with Section 3 of this Article before an employee may file a Classification Appeal.

## **ARTICLE 11: EXCHANGING OF TOURS OF DUTY**

### **Section 1: Requests for Trading Time**

Requests for trading time must be made in writing and submitted prior to the shift in which the trade time occurs. Requests will include the signatures of both employees requesting to trade time and the time and date of the requested trade time. The Employer will approve or disapprove trade time slips as soon as possible.

### **Section 2: Requirements of Trading Time**

Subject to supervisory approval, "trading of time" between employees will be permitted pursuant to the following conditions:

- a. A request was completed and submitted to the immediate supervisor and the request was approved by the immediate supervisor.
- b. The trading of time is done "voluntarily" by Unit employees participating in the program and does not require the Employer to make arrangements or solicit volunteers.
- c. The reason(s) for trading of time are not based on the Employer's operations of the department, but on the employee's desire or need to attend to personal matters.
- d. A complete and explicit turnover of responsibilities shall be made between the off-going and on-coming employees during trade time. Employees will be in uniform when relieving personnel at any Fire Station. When employees are authorized to exchange at the Security Building, the employees going off duty may change immediately before departing for the Security Building. The employee coming on duty will report directly to the Fire Station and change into the proper uniform.
- e. Time may only be traded within the bargaining unit and within an employee's position or one position up or down, always maintaining one officer on duty, by employees who are determined to be qualified by the Employer to trade time.
- f. Time may only be traded within the bargaining unit and within an employee's position or one position up or down by employees determined to be qualified by the Employer to trade time.
- g. All traded time will occur within one administrative bi-weekly pay period.
- h. At no time will trade time cause an employee to work more than 72 (seventy-two) consecutive hours except to work mandatory overtime or during emergencies.
- i. Employees found abusing the provisions of this Article, or failing to repay the traded time for any reason, may lose the privilege of participating in this program

for up to 6 (six) months for a first offense and for up to the life of this Agreement for a second offense; within these guidelines management will set the penalty based on the seriousness of the offence. Nothing in this Article shall prevent Management from taking disciplinary or adverse action under this Article as appropriate. Provisions of this Section are not covered under the negotiated grievance procedure.

- j. When on trade time, the employee working trade time will not be able to use his seniority to take leave.
- k. An employee may not trade time if doing so would put the employee in an overtime status. The Employer will not pay overtime as a result of employees trading time. Employees working trade time are covered by workers compensation the same as their normal tour of duty.
- l. When employees work trade time, they will work at the station that the position they are covering was assigned, (if the schedule has already been published) unless it leaves the inside station without an officer.

### **Section 3: Requests for Lateral Transfers between Tours of Duty**

The Employer agrees to give good faith consideration to written requests from employees for lateral transfers between tours of duty 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 to his supervisor to be forwarded via the chain-of-command to the Fire Chief with a recommendation for approval or disapproval.
- b. Two employees of equal grade who are assigned to the same position description may request an exchange of tours of duty. Such request shall be signed by both employees and submitted to each employee's respective immediate supervisor to be forwarded via the chain-of-command to the Fire Chief with a recommendation for approval or disapproval.
- c. Normally, all employees will be given 14 (fourteen) calendar days notice before being transferred to another tour of duty, unless mission requirements or cost consideration require otherwise.
- d. However, if there are 2 (two) employees of the same position description and they both agree in writing to change shifts sooner, the shift change may go into effect as soon as the date agreed upon by the employees, subject to the Employer's approval.

## **ARTICLE 12: OVERTIME AND CALL BACK PROCEDURES**

### **Section 1: Controlling Guidelines**

Employees will be subject to call-back overtime in accordance within applicable laws and regulations.

### **Section 2: General**

The Employer and the Union recognize the importance of maintaining adequate fire protection and that, from time to time, employees will be required to work overtime. The Employer shall 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 following provisions:

- a. Personnel are not authorized to report for duty in an official capacity unless requested. Request shall be made at the discretion of the Fire Chief, Assistant Chief, Captain, Duty Officer, or designee.
- b. The Employer will take whatever steps necessary to meet emergency requirements. However, the Employer will make an effort to use voluntary overtime rather than mandatory overtime when possible.
- c. Personnel on sick leave for an entire shift shall not work overtime until 24 (twenty-four) hours after the end of the shift in which sick leave was used except as dictated by mission requirements.
- d. Employees will be advised of which station to report to when working overtime.
- e. One list will be kept for voluntary and mandatory overtime. Except for the Fire Inspector, all bargaining unit employees will appear on the overtime list.

### **Section 3: Employee Contact Number for Overtime and Emergency Call-Back**

Employees will provide management with one phone number that will be the official overtime and emergency call-back contact number used. This number maybe a cell phone, home phone, etc., but only one number. If this number changes, it will be the responsibility of the employee to notify management of the change.

### **Section 4: Procedures for Assigning Overtime**

- a. The Assistant Chief, Captain, Duty Officer, (or designee) shall start with the person at the top of the overtime list. A telephone call will be made to determine if anyone is interested in voluntary overtime. The person on the top of the overtime list will be informed at the time of the call that if no one accepts the voluntary overtime they will be notified within one hour (1) that they must report for mandatory overtime. Personnel will receive compensation for the time spent in this stand-by status in accordance with applicable laws and regulations. If a

message is left on an answering machine, five (5) minutes will be allotted for the employee to return the call.

- b. Overtime hours will normally be filled in a priority order as follows:
  - 1. Entire Overtime Period
  - 2. Twelve Hour Period
  - 3. Eight Hour Periods
  - 4. Any Combination of Hours (to prevent mandatory overtime) not to exceed three (3) personnel
- c. If overtime is identified 4 (four) days or less before its occurrence, it shall be filled immediately using the procedures outlined in this Article.
- d. For overtime projected 5 (five) or more days before its occurrence, the period needed will be disseminated by e-mail or a printed list, and employees will respond via e-mail or in writing with their capabilities. The notice of opportunity for voluntary overtime will include the deadline for volunteering. This deadline will normally occur no sooner than 4 (four) days after the opportunity for overtime is disseminated.
- e. When minimum staffing requirements cannot be maintained and the voluntary overtime list has been exhausted or time does not permit the use of voluntary overtime due to exigent circumstances, the Employer shall resort to mandatory overtime.
- f. The employee(s) on the top of the list will be responsible for all or the remainder of the overtime that has not been volunteered for by any other employee.
- g. Employees will rotate to the bottom of the overtime list if they are at the top of the list and volunteer for and work at least 2 (two) hours of the needed overtime.
- h. The person working the mandatory overtime will have the option of soliciting someone to split the overtime period, using the overtime list positions for selection.

#### **Section 5: Absences from the Duty Station**

- a. Employees will not rotate on the overtime list while away from the duty station to attend training classes, shift meetings, or officer meetings. Personnel working mandatory or voluntary overtime to cover for personnel attending training will rotate on the overtime list.
- b. Employees out on extended leave (sick or annual) will be notified of the upcoming overtime, unless the overtime occurs during the employee's leave period.



- c. Personnel will not be required to work mandatory overtime during scheduled four-day breaks except as dictated by mission requirements. If overtime is required to meet minimum staffing requirements, employees on scheduled four day breaks will be assigned mandatory overtime after the voluntary overtime list has been run.
- d. While on a scheduled vacation period—to include the non-workday before and after the period—employees will be placed in a do not call status for the overtime roster. Employees will still be subject to emergency call-back.

### **Section 6: Overtime Records**

Records and rosters of overtime work will be made available for review and duplication by a Union Representative upon request, in connection with a complaint or grievance.

### **Section 7: Compensation**

Work performed on overtime will be properly recorded and compensated for in accordance with applicable laws, rules, and regulations.

### **Section 8: Compensatory Time in Lieu of Overtime**

In accordance with applicable laws, rules and regulations, employees will not be required to earn compensatory time in lieu of overtime. However, an employee may voluntarily request compensatory time in lieu of overtime.

### **Section 9: Emergency Call Back**

- a. Emergency call back of RRF&ES personnel shall be made at the discretion of the Fire Chief, Assistant Fire Chief, Captain, the Duty Officer, (or designee).
- b. Employees will be subject to call-back overtime in accordance with applicable laws and 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.

## **ARTICLE 13: MINIMUM STAFFING**

### **Section 1: Controlling Guidelines**

- a. Minimum staffing will be determined in accordance with the most current Fire & Emergency Services Staffing Matrix.
- b. Terms and conditions relating to this Article that are not specifically addressed herein may be addressed in a local Fire Department Operating Guideline (DOG).

### **Section 2: Employee Absence from Duty Station**

Employees will not count towards staffing when away from the duty station for a reason that would not allow them to respond to an emergency in a timely manner (e.g., physicals, training, errands, meetings, or escorts). If this happens, voluntary or mandatory overtime will be used to maintain the minimum staffing standard until the unavailable employee becomes available.

## **ARTICLE 14: TOURS OF DUTY**

### **Section 1: Management Right**

The tour of duty will be determined by the Employer in accordance with applicable regulations.

### **Section 2: Current Tour of Duty**

- a. As of the execution date of this Agreement, Fire Fighters shall work 6 (24-consecutive hour) daily tours of duty during a bi-weekly tour of duty. This is usually accomplished by an employee working a 24 (twenty-four) consecutive hour daily tour of duty then having at least 24 (twenty-four) consecutive hours off-duty.
- b. Work is time devoted to completion of assignments, such as inspections, physical fitness, training, maintenance, administration, performance appraisals, cleaning, operations, employee's assigned tasks, and other job-related duties as assigned by the Employer. Normally, work duties will be performed during a 9-hour daily tour of duty to allow for a substantial period of "standby" time. The 9-hour daily tour of duty includes one paid meal period, not to exceed 60 minutes.

### **Section 3: Employee Requests for Changes to Tours of Duty**

The Employer agrees to consider written requests from employees for changes to employee tours of duty.

### **Section 4: Management Initiated Changes to Tours of Duty**

- a. When management initiated changes in established tours of duty affecting unit employees become necessary, the Employer will normally provide at least 14 (fourteen) days advance notice. Management initiated changes may only be made to tours of duty with less notice if mission or cost considerations require.
- b. When it is necessary to adjust or reassign employees, the Employer shall make every effort to satisfy these requirements through qualified volunteers as determined by the Employer.
- c. Employees may be assigned to any of the operating stations and, consequently, must maintain proficiency in the full range of standard/nonstandard techniques/processes/ procedures.

### **Section 5: Daylight Savings**

Subject to supervisory approval, employees working during a change to daylight savings time may elect to take one hour of annual leave, one hour leave without pay, or one hour of compensatory time. Employees working when daylight savings time converts back to standard time may be compensated for one hour of overtime, one hour compensatory time, or may work one less hour with supervisory approval.

## **ARTICLE 15: SAFETY AND OCCUPATIONAL HEALTH**

### **Section 1: Controlling Guidance**

The Employer will assure that safe and healthful working conditions are provided for 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 and WHS directives. The Employer will also strive to adhere to National Fire Protection Association (NFPA) Standards and Occupational Safety and Health Administration (OSHA) regulations.

### **Section 2: Promoting Accident Prevention**

- a. The Union recognizes that it is the responsibility of each unit employee to observe safe work practices. Therefore, the Union agrees to promote maintaining an effective and continuous accident prevention program by ensuring unit employees obey all safety and health rules and to work in a safe manner.
- b. The Union agrees to cooperate with the Employer by encouraging 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 3: Reporting Suspected Risks to Health or Safety**

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 written 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, if management finds a risk to health or safety present, appropriate action will be taken to abate the unsafe/unhealthy condition. The safety provisions in this Article, as established by the Parties, underscore the employees' responsibility for his own safety and the obligation to follow all safety rules and practices for his protection and that of fellow employees. Unit employees who fail to follow established safety rules may be subject to disciplinary and/or adverse action(s).

### **Section 4: Protective Clothing and Equipment**

- a. Personal protective clothing provided to each unit employee will be in accordance with the requirements outlined in this Article. Personal protective clothing will include the following:
  - firefighter protective clothing
  - (issuance or replacement upon turn in of old to include) up to two pair of protective footwear per year that meet the Standards of ANSI/ OSHA
  - SCBA personal masks
  - inserts for SCBA masks
  - ANSI approved prescription/non-prescription safety glasses
  - structural helmets and hardhats
  - hearing protection
  - Nomex or PBI hoods

- two sets of utility/ general purpose coveralls
  - one penlight
  - one multi-purpose tool
- b. Additional equipment may be provided as determined is needed by the Employer.
  - c. The Employer agrees to maintain at the Raven Rock Mountain Complex a ready supply of protective equipment for emergency purposes.
  - d. With the on-going concern toward the spread of infectious disease, the Employer agrees to provide training and equipment, in accordance with applicable laws, rules, and regulations pertaining to emergency health care providers, to prevent employees from being exposed to these diseases.
  - e. The Employer will provide one washer and one dryer in each station for cleaning non-contaminated protective clothing, uniforms, and linens and one washer and one dryer for cleaning contaminated protective clothing. No other personal laundry is authorized.
  - f. If the protective equipment is contaminated by chemicals and/or other products that the protective station protective clothing washer cannot remove, the Employer will provide (new or clean) replacement gear and/or proper cleaning by a professional cleaning service in accordance with applicable regulations.

### **Section 5: Testing and Maintenance of Equipment**

The Employer shall provide for the inspection, testing, and maintenance of apparatus and firefighting equipment used by employees pursuant to this Article. 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. Necessary, as determined by the Employer, repairs will be accomplished by qualified personnel as determined by the Employer. New and replacement 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 firefighting equipment that is found to be deficient will be taken out of service and repaired to working order as soon as possible.

### **Section 6: Training Related to Safety and Industrial Health**

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.

### **Section 7: Record Keeping**

- a. The Employer agrees to cooperate with the Union in providing, upon request, a yearly record of all on-the-job injuries and illnesses that occur. This is to include the date that the injury occurred, type of injury or illness, location of injury (e.g.,

responding to an incident or in the fire station), and the number of work hours lost. This record will be redacted by the Employer by removing the names of the employees and any identifying information in accordance with the Privacy Act of 1974 and 42 U.S.C. Part 2. These records will be used by the Union for submission to the IAFF yearly Death and Injury Survey.

- b. The Employer will maintain up-to-date Hazardous Materials Exposure Records for all employees exposed to infectious diseases and hazardous materials. In accordance with appropriate regulations, the Employer agrees to provide the Union with a sanitized copy of the records upon written request.

### **Section 8: Union Fire Department Safety Representative**

The Union may designate a Union fire department safety Representative to make recommendations to the Employer on all safety and health issues.

### **Section 9: Considerations for Ensuring Safety**

- a. The Employer shall maintain an awareness of the condition of employees operating within their span of control during emergencies and 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 employees operating at the scene. Provisions will be made for medical evaluation and treatment; the opportunity for fluid replenishment; and relief from extreme climatic conditions as circumstances of the incident warrant. In addition, the Employer and Union agree that it is imperative to maintain a refreshed fire-fighting force any incident. The Employer and the Union recognize that long periods of inclement weather and other severe conditions reduce the capacity of the suppression forces that respond to emergencies.
- b. To this end, the Employer agrees that extreme weather considerations will be factors of consideration when conducting fire and rescue training and outside work. Incident commanders and/or instructors should consider physical capacities and exercise care when utilizing personnel.

### **Section 10: Occupational Health/ Medical Surveillance Program**

- a. The Employer shall conduct an occupational health (medical surveillance) program to assist all employees to maintain optimum health on the job.
- b. Employees will be given a comprehensive medical/physical exam pursuant to NFPA 1582 or as individual conditions warrant or as the Employer may require.
- c. The Employer will schedule all employees' physicals. Employees will be notified as soon as possible prior to their scheduled physical date.

- d. The Employer further agrees to provide 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.
- e. The Employer agrees to provide additional specialized testing, by a service provider designated by the Employer, for the purpose of determining fitness for duty if a medical condition is found. The employee will not be charged for this additional testing.
- f. Employees (at their own expense and on their own time) have the option of having their yearly physicals performed by their personal physician if such physical complies with the requirements of NFPA 1582. The employee must bring in results of the physical to the Medical Department at least 30 (thirty) days prior to their yearly required physical. All physical examination results will be annotated on the appropriate forms. The Certifying Medical Authority (CMA) is the final medical authority for determination of Fitness of Duty and medical clearance for assigned work duties.
- g. 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.
- h. When an annual physical examination discloses a medical condition that in the opinion of the examining physician is permanent and will prevent the employee from performing the full range of his or her assigned duties, the employee will retain the right to have such findings reviewed by his or her private physician at the employee's expense, and the employee will be given a reasonable opportunity to obtain and present this additional medical information.

### **Section 11: Wellness Program**

- a. The Parties shall establish, maintain, and provide a Wellness Program in accordance with applicable regulations to enable employees to develop and maintain an appropriate level of fitness to safely perform their assigned functions.
- b. The Employer shall require the mandatory participation of all employees in the Wellness Program. The Employer agrees that this Wellness program is not designed to determine one's eligibility for employment, but may be one indicator of an employee's well-being and possible referral for a fitness-for-duty evaluation. Employees will be provided with sufficient time during the actual work hours to participate in the Wellness program, as mission allows and subject to supervisory approval.
- c. When implemented, the Employer agrees to provide nutritional and physical fitness instruction and maintain required space and equipment to support the Wellness Program. If uniforms are mandated during physical fitness activities, the Employer also agrees to provide one physical fitness uniform for each station

(each uniform will include one pair of sneakers, one pair of gym shorts, and one gym shirt) for new employees. Existing unit employees will be provided the opportunity to request one replacement physical fitness uniform per year if needed (upon turn-in of old). Each bargaining unit employee may choose the type of sneaker for his physical training needs from an approved list that does not exceed the management established allowance.

- d. Employees returning to work from traumatic injury, Workers' Compensation, maternity, or extended periods of sick leave because of injury will be required to bring in a doctor's approval to participate in the physical aspects of the Fire Department's Wellness program.

### **Section 12: Smoke-Free Workplace**

The Employer will provide for a smoke-free workplace for employees, in accordance with applicable regulations and established programs. Smokers will not be allowed additional time beyond the routine breaks to be away from their jobs for smoke breaks.



## ARTICLE 16: ANNUAL LEAVE

### **Section 1: General**

- a. Employees shall accrue annual leave in accordance with 5 U.S.C. § 6303 and future applicable laws and regulations.
- b. Employees will have use or lose annual leave scheduled by August 15 (fifteen). The Employer will 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 the employee's responsibility to request use or lose leave in a timely manner in order to preclude end of the year forfeiture.
- c. 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 if an employee's services can be spared in connection with a request for annual leave.
- d. Annual leave will be granted in 15 (fifteen) minute increments.
- e. Minimum staffing requirements in accordance with the staffing matrix and work requirements will be considered when approving or disapproving leave requests.
- f. Upon request, an executive board member from Local F-301 may review the completed work schedule including approved leave.
- g. A fire inspector's vacation leave period shall not normally be used as a determining factor for vacation or annual leave approval for firefighters.

### **Section 2: Procedures for Scheduling Annual Leave for Vacation Periods**

Procedures for scheduling annual leave for vacation periods are as follows:

- a. Vacation periods are 24 (twenty-four) or more consecutive hours of annual leave occurring between 1(one) December of the current year through 31(thirty-one) January of the following year.
- b. A Raven Rock Fire & Emergency Services (RRF & ES) vacation request schedule will be used to help eliminate leave requests for dates that are already taken.
- c. Beginning 1 (one) December, the vacation request schedule will begin with the employee with the most seniority and will be passed to the next senior individual until each employee has had an opportunity to request 1 (one) vacation period of leave.

- d. To request vacation leave, each employee will place his or her initials beside the consecutive dates requested for 1 (one) vacation period and return the RRF & ES leave request schedule to the supervisor. Simultaneously, the employee will submit a completed Standard Form-71 to his supervisor. A copy of the approved or disapproved Standard Form-71 will be given to the employee.
- e. During each rotation, employees will be given one (1) regularly scheduled 24 (twenty-four) hour shift to schedule their vacation period. This procedure will rotate until each employee has had an opportunity to schedule 4 (four) vacation periods. Only one vacation period will be scheduled per individual per rotation.
- f. If an individual is on a regular break or short-term, 24 (twenty-four) hours or less, emergency leave, the list will be held for them. Employees on extended leave, more than 24 (twenty-four) hours, will be notified via telephone and will have 24 (twenty-four) hours to schedule their vacation period for that rotation or forfeit that rotation. In the interest of time, personnel may leave a sealed proxy list of requested vacation times with a supervisor who may act on their behalf.
- g. The approved, scheduled vacation periods will be posted on the RRF & ES work schedules by 1 (one) February. Vacation leave will be marked on the work schedule in RED.
- h. Employees may cancel scheduled vacation periods at any time. In doing so, the employee will lose the right to reschedule an additional vacation period except on a first-come, first serve basis. Any employee who was previously refused the vacation period (due to seniority or lack of manpower) will have the first option to re-submit for any or all of this vacation period using regular leave.
- i. Fire Inspectors shall choose up to 4 (four) periods of vacation leave per calendar year.

### **Section 3: Procedures for Scheduling Annual Leave (Non-vacation periods)**

- a. Requests for annual leave during non-vacation periods shall be submitted in advance on an OPM Form-71 through the appropriate on-duty supervisor. Between 2 (two) February and 16 (sixteen) February, annual leave (non-vacation period) shall be scheduled for the remainder of the leave year based on seniority following the same procedures outlined in Section 2 of this Article. Starting March 1 (one) at 0730 hours, annual leave will be scheduled on a first-come, first-serve basis.
- b. If multiple requests are received simultaneously (a conflict), the most senior employee will have a choice to either use his or her seniority for the day in conflict or not. Once seniority is used, the employee will not be allowed to use seniority for the remainder of that bi-weekly schedule if a conflict arises again, between the same people. Again, the conflict must be between the same

individuals for this to effect the granting of leave. Employees using their seniority to resolve a conflict will be marked in BLUE on the work schedule.

- c. Annual leave requests for short periods of time that are submitted in advance will ordinarily be approved or disapproved within 1 (one) day of submission.
- d. Approval/disapproval of requests will be based upon the needs of the activity in addition to the employee's request and 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 4: Requesting Emergency Leave**

Every employee is responsible for maintaining regular attendance and for ensuring that the Employer is informed in advance of any absence. When an emergency (sudden or unforeseen situation that requires immediate action) necessitates an employee's absence, which cannot be approved in advance, the employee shall notify the on-duty supervisor, as soon as practical, but no later than 2 (two) hours prior to the start of their scheduled work shift. Employees will describe the emergency, given estimate as to how long they will be absent, and the type of leave desired. If the absence extends beyond 1 (one) workday, the employee shall call in daily, except for predetermined periods of leave that have already been approved, to keep the on-duty supervisor informed of the situation and probable date of return to work. 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.

## **ARTICLE 17: SICK LEAVE**

### **Section 1: Sick Leave for Personal Medical Needs**

- a. Sick leave for an employee's personal medical needs may be authorized under the following circumstances:
  - 1) an employee is incapacitated from performing his duties by physical or mental sickness, injury, pregnancy, or childbirth;
  - 2) for medical, dental, or optical examination or treatment; or
  - 3) an employee would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his presence on the job because of exposure to a communicable disease.
- b. When an employee has a serious health condition, he may invoke his right to use leave under the Family Medical Leave Act in compliance with Section 3 of this Article.

### **Section 2: "Family Friendly" Leave**

Sick leave for family care, bereavement purposes, to make arrangements necessitated by the death of a family member, or to attend the funeral of a family member shall be administrated in accordance with 5 CFR § 630.401 and/or the most current "Family Friendly" guidance governing sick leave for family care or bereavement purposes.

### **Section 3: Family Medical Leave Act (FMLA) Leave**

FMLA leave shall be administered in accordance with 5 C.F.R § 630.401 and 5 C.F.R § 630.1202 or the most current FMLA laws or regulations.

### **Section 4: Procedures for Requesting Sick Leave for Prearranged Medical Appointments**

- a. Sick leave for routine, preventive, or other reasonably anticipated medical appointments—including securing non-emergency diagnostic examinations or x-rays, attending regularly scheduled treatment, or attending follow-up visits—with doctors, dentists, practitioners, opticians, or chiropractors shall be requested in advance on an OPM Form 71, with approval subject to workload requirements. Whenever possible, employees should schedule such examinations on non-workdays. Each employee is expected to use the minimum sick leave necessary for obtaining treatment.
- b. 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.
- c. Sick leave may be granted in 15 (fifteen) minute increments.

## **Section 5: Procedures for Requesting Sick Leave for Medical Emergencies or Unexpected Illness**

- a. It is the employee's responsibility to ensure the supervisor (or designee) is notified when an incapacitating illness or injury prevents the employee from reporting for work. An employee who is incapacitated for duty will notify the supervisor or other designated responsible person at the duty station as soon as possible, but not later than 2 (two) hours before the beginning of the employee's shift, and request leave, so arrangements may be made to maintain appropriate staffing at the start of the tour of duty. The employee shall notify the supervisor as to the expected duration of absence and shall request appropriate leave.
- b. Approval/disapproval of requests will be based upon the needs of the activity in addition to the employee's request and other pertinent considerations. When employees can be spared from their duties without adverse impact on the organizational needs of the Employer, leave may be approved.

## **Section 6: Procedures for Requesting an Extension of Approved Sick Leave**

When an employee determines that an absence will extend beyond the originally approved period, the employee will contact the duty officer 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.

## **Section 7: Fitness for Duty Examinations**

- a. In accordance with applicable rules and regulations, employees returning to duty following absences of 2 (two) full duty days or more in any 7 (seven) day period due to sickness may be required to take a fitness for duty exam through Occupational Health before returning to a duty status.
- b. If the examining medical official determines that a unit employee is not fit for duty, the employee may request leave while seeking appropriate medical treatment. The employee will be responsible for arranging transportation to a medical facility in those cases where the employee's health or welfare is not in jeopardy.

## **Section 8: Medical Documentation**

- a. When an employee states that he cannot come to work because his illness is incapacitating, the supervisor may require administratively acceptable evidence to validate such statement.
- b. Employees may also be required to furnish a medical certificate to substantiate a request for approval of sick leave when it is suspected that an employee is

abusing sick leave, when the use of sick leave exceeds 2 (two) full duty days in any 7 (seven) day period, or when the employee uses an excessive amount of one or two day periods of sick leave.

- c. Such medical certificates will specify the fitness of the employee to resume his duties or any restrictions imposed thereto.

### **Section 9: Sick Leave Restriction**

- a. At the Employer's discretion, if an employee is suspected of abusing sick leave, the employee may be issued a sick leave restriction mandating a medical certificate for each absence for which sick leave, or other leave in lieu of sick leave, is requested.
- b. If a letter of requirement (sick leave restriction) is issued, the following provisions will apply:
  - 1. After 6 (six) months from the issuance of the letter of requirement, the employee may request that his/her attendance be re-evaluated. If there is no evidence of abuse and/or there is improvement in the use of sick leave, the requirement to provide medical documentation for every use of sick leave may be removed.
  - 2. If the sick leave abuse persists, the requirement to provide medical documentation for every use of sick leave will continue.
- c. Sick leave restrictions are not disciplinary actions. However, employees may be disciplined for abuse of sick leave or failure to adhere to a sick leave restriction.

### **Section 10: Annual or Leave Without Pay in lieu of Sick Leave**

An employee may request to use annual leave or leave without pay in lieu of sick leave if designated at the time of request. Use of any leave is contingent upon the supervisor's approval.

### **Section 11: Sick Leave Advances**

- a. In accordance with applicable rules and regulations, sick leave may be advanced to an employee in cases of serious illness or disability. A request for advanced sick leave must be made in writing, and include certification from a physician regarding the need for such leave, and the expected date of return to work.
- b. Advanced sick leave will not be granted if it is considered likely the employee will not return to work for a period of time sufficient to earn back the advanced leave requested.

## **ARTICLE 18: OTHER TYPES OF LEAVE**

### **Section 1: Controlling Guidelines**

Requests for absence or leave pertaining to matters not covered by this Agreement will be considered and approved in accordance with applicable rules and regulations. Examples of such matters are leave without pay, court leave, and administrative leave.

### **Section 2: Tardy Arrivals**

- a. In an isolated instance of tardiness of less than 1 (one) 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 1 (one) hour and the reason for the tardiness is acceptable to the Employer, the employee may be granted leave, if available, or leave without pay (LWOP).
- b. In the case of tardiness where the excuse is not acceptable to the Employer, the period of tardiness will be charged to absence without leave (AWOL) and appropriate disciplinary action may be taken.

### **Section 3: Severe Weather Conditions**

If a mission essential employee is unable to report to work on time due to severe weather conditions when the installation is officially closed and all employees (except mission essential) personnel are given administrative leave, the employee's supervisor may grant up to 1 (one) hour of administrative leave on a case by case basis.

## **ARTICLE 19: LIVING QUARTERS AND AMENITIES**

### **Section 1: Employer Provided Amenities**

The Employer recognizes the necessity of providing and maintaining reasonably comfortable living spaces at each station for unit employees on duty, such as air conditioning and heating, and adequate furniture, drapes, or blinds as required. To this end, the Employer agrees to provide and replace as needed the following:

- a. Refrigeration for storage of employee's food;
- b. Cooking and eating utensils, including, but not limited to: a dishwasher, pots, can openers, coffee maker, toaster, microwave oven, broiler, glasses, plates, bowls, forks, spoons, and knives;
- c. Adequate and suitable lounge furniture;
- d. Modern multi-media equipment, as required for training and recreational purposes; and
- e. Adequate living accommodations.

### **Section 2: Living Quarters**

- a. The Employer and the Union recognizes that living quarters in the Fire Stations represent space allocated for rest, recreation, and sleeping for unit employees and normally will not be used as public facilities or for public training.
- b. The Employer agrees to extend the same considerations to the living conditions in the Fire Stations 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 officer who will insure that maintenance is notified. In cases of health and hygiene (e.g. toilet, sink, shower problems), management shall request that maintenance address the problem as an immediate priority.



## **ARTICLE 20: ON-THE-JOB INJURY OR ILLNESS**

### **Section 1: Arrangements for Employees Injured on the Job**

- a. When an employee in the unit is 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 if necessary.
- b. Time spent for medical examination or treatment at a hospital or other medical facility during work hours immediately following a job related injury or illness will be considered time in a duty status, not to exceed the remainder of the employee's scheduled daily tour of duty.
- c. 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. Employees are responsible for providing up-to-date contact information for next of kin.

### **Section 2: Processing Worker's Compensation Claims**

- a. The Employer agrees to counsel an injured 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 if representation is authorized in writing by the claimant.
- b. Claims for injury compensation will be processed in accordance with rules issued by the Office of Worker's Compensation Programs (OWCP), in accordance with the Federal Employees' Compensation Act (FECA).
- c. As of the execution date of this Agreement, unit employees who incur a job connected injury or occupational illness or disease will complete the appropriate form (CA- 1 for traumatic injuries; CA-2 for occupational illness or diseases) in a timely manner. Injury claims should be reported within 2 (two) calendar days of the incident. If the employee is incapacitated because of his job connected injury or occupational illness or 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 3: Compensation**

An employee who is injured or suffers an occupational illness or disease in the performance of his duties will be compensated in accordance with applicable rules and regulations.

#### **Section 4: Mental Health Critical Stress Debriefing**

- a. In the event that circumstances require, the Employer agrees to furnish mental health critical stress debriefing provided the need for treatment is career-related to incidents within the job scope.
- b. This mental health critical stress debriefing may be provided by an outside source by someone familiar with the functions of the fire service.

#### **Section 5: Light Duty Assignment**

- a. To the extent practicable, "light duty" assignments may be provided on a temporary basis for those employees who are temporarily injured and unable to perform their normal duties. The assignment and duration of light duty are subject to approval by the Employer pursuant to medical restrictions and instructions of the physician of record or Agency physician.
- b. Light duty assignments may be at a different facility/ department than the one to which the employee is normally assigned. To the extent possible, the Employer shall utilize employees within the Raven Rock Mountain Complex.
- c. The procedures set forth in applicable instructions shall be applied to both on-the-job and non-job related illnesses or injuries that require medical restrictions. However, employees with on-the-job injuries will have priority over employees with non-job related injuries.
- d. The assignment, non-assignment, or duration of light duties shall not be subject to the grievance procedure.

#### **Section 6: Requests to Return to Previous Shift Following Return to Regular Duty**

If an employee of the Unit is transferred to another shift while on light duty, upon the employee's return to regular duty, the employee may request return to the previously assigned shift by making such request in writing to his immediate supervisor. The Employer will normally reply to the request in writing within 14 (fourteen) days.

#### **Section 7: Public Safety Officer's Benefit (PSOB)**

- a. The Department of Justice, Bureau of Justice Assistance, and Public Safety Officers' Benefits Division administers the Public Officer's Benefit program. Employees are advised to keep potential claimants (i.e., spouses, children, and/or parents) informed of the benefits of the program. A claim for death benefits must be filed within one year, and medical evidence may be required to support the claim. The Employer and the Union will assist claimants in processing claims for PSOB benefits.

- b. As of the execution date of this Agreement, the PSOB program provides disability benefits for public safety Officers who have been permanently and totally disabled by a catastrophic injury sustained in the line of duty if that injury permanently prevents the officer from performing any gainful work. Medical retirement for a line-of-duty disability does not, in and of itself, establish eligibility for PSOB benefits.
  
- c. As of the execution date of this Agreement, the PSOB also provides death benefits in the form of a one-time financial payment to the eligible survivors of public safety Officers whose deaths are the direct and proximate result of a traumatic injury sustained in the line of duty of certain eligible heart attacks or strokes.

## **ARTICLE 21: STATION UNIFORMS FOR FIRE FIGHTERS**

### **Section 1: Controlling Guidelines**

- a. The requirements and conditions for the station uniform of bargaining unit employees will be in accordance with the provisions of DoD 6055.6, National Fire Protection Agency (NFPA) 1975 standards, RRMC policies, and this Agreement.
- b. Employees will be provided the opportunity to use uniform allowances in accordance with applicable laws, rules, and regulations. The uniform allowance is governed by Title V, U.S.C., Subchapter 1, Sections 5901, 5902, and 5903.

### **Section 2: General**

- a. Agency funds expended for the purchase of the initial or replacement station wear and/or uniform of any one employee may not exceed the uniform allowance provided by law. The uniform allowance shall be the maximum amount allowable by law.
- b. The uniform allowance shall be directly deposited into the employee's bank account.
- c. Employees will normally be provided the opportunity to order station wear and/or uniforms semi-annually in accordance with applicable laws, rules, and regulations.

### **Section 3: Initial Uniform Allowances**

- a. The purpose of the initial uniform allowance is to help pay the initial cost of the required uniform for newly appointed employees. The opportunity to purchase uniforms using the initial uniform allowance shall be provided to newly hired employees as soon as possible after they have been hired.
- b. Pursuant to the limitations in Section 2, employees will have the opportunity to order uniforms using a proportional amount of the initial uniform allowance when they are permanently promoted to a position within the bargaining unit requiring a markedly different uniform.

### **Section 4: Replacement Uniform Allowance**

- a. The purpose of the replacement uniform allowance is to help pay for the replacement of uniforms.
- b. Pursuant to the limitations in Section 2, the Employer agrees that when the Raven Rock Mountain Complex changes its name or logo after the first order has been placed for uniforms and station wear for a fiscal year, the Employer will supply an additional uniform allowance as necessary.

### **Section 5: Safety and Professional Appearance of Uniform**

- a. Employees are responsible for adhering to uniform requirements and guidelines. Failure to adhere to uniform requirements may result in disciplinary action.
- b. When wearing the uniform, employees will, at all times, present a neat appearance—clothes cleaned, pressed, and in an acceptable state of repair. Employees must be well groomed at all times. Hair should be neatly trimmed to a degree that it does not present a hazard when wearing the protective equipment in accordance with National Fire Protection Association (NFPA) Standards.
- c. Accessories for the station uniform shall consist of breast and hat badges, collar devices, and department patches. The Employer agrees to provide these accessories to all employees.
- d. The wearing of jewelry or other accessories may not interfere with the ability to wear personal protective equipment.
- e. Unit employees may elect to wear (or not wear) pins with Union insignia on their uniform while on duty.

## **ARTICLE 22: PERFORMANCE APPRAISALS**

### **Section 1: General**

Employees will be provided written performance plans that document management expectations of the employee. 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 approximately midway through the rating period.

### **Section 2: Controlling Guidelines**

Employees will be rated on their performance in accordance with Department of Defense, Washington Headquarters Services, Administrative Instruction No. 63 (dated July 1, 1999, and incorporating change 1, November 12, 1999) or the most recent update. Nothing in this section shall preclude management from exercising its rights as defined by the Labor Statute.

### **Section 3: Unsuccessful Ratings (Level 1)**

In accordance with applicable regulations, when an employee's performance fails to meet responsibility/objectives in one or more objectives resulting in an overall rating of Level 1 (unsuccessful), the Employer will provide the employee reasonable opportunity to demonstrate at least "fair" (Level 2) performance prior to any proposed performance based 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 WHS AI 8, in which case the requirement for a PIP is not mandated.

### **Section 4: Within-Grade Increases**

Within-grade increases shall be granted or denied in accordance with applicable regulations.

### **Section 5: Performance Objectives During Details**

Employees detailed for 90 days or more shall have performance objectives assigned to them.

## **ARTICLE 23: PROMOTIONS, TEMPORARY PROMOTIONS, AND DETAILS**

### **Section 1: Controlling Guidelines**

- a. In accordance with applicable laws, regulations, and policies, the Employer reserves the right to fill positions by any means necessary.
- b. When merit promotion procedures are used to fill unit positions, the policies set forth in this Agreement; the controlling merit promotion plan; and other applicable laws, rules, and regulations shall apply.

### **Section 2: Vacancy Announcement Periods**

When filling unit positions under the Merit Promotion Program, announcements will remain open for a minimum of 14 (fourteen) calendar days unless otherwise agreed to by the Parties.

### **Section 3: Information Available to Unit Employee Applicants**

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 he was determined to be eligible or ineligible.
- b. Whether the employee was in the "best qualified" group from which the selection was made.
- c. Who was selected for the promotion.

### **Section 4: Pre-employment Physical Performance Tests**

The Union will be informed of any Fire Department administered job related pre-employment physical performance test given in connection with bargaining unit positions.

### **Section 5: Details and Temporary Promotions**

- a. Details and temporary promotions to all vacant positions within the bargaining unit shall be assigned consistent with applicable instructions, laws, and regulations.
- b. Any detail of more than 30 (thirty) calendar days shall be reported on Standard Form-52 and be maintained as a record in the employee's official personnel folder. Such records shall be given due consideration during the evaluation of an employee for promotion if the employee timely presents a copy of the SF-52 with his/her application for promotion.
- c. Selections for temporary promotions of 120 (one-hundred twenty) days or less may be made on a non-competitive basis. Competitive promotion procedures will be used for temporary promotions over 120 (one-hundred twenty) days.

**Section 6: Employees on Leave or Attending Training During Announcement Periods**

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



## **ARTICLE 24: CONTRACTING OUT**

### **Section 1: Contracting Out**

- a. 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 U.S.C. § 2465.
  
- b. The Employer agrees to notify the Union if the status on contracting out changes and a decision is made to contract-out or to change the work technology that results in the abolishment of positions encumbered by the unit employees.

## **ARTICLE 25: FURLOUGHES**

### **Section 1: 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 the reason for the furlough, the expected length of the furlough, and the estimated 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, employees will receive at least 30 (thirty) days advance written notice of the furlough, at least 7 (seven) days to answer orally and/or in writing, and a written decision prior to being furloughed.
- d. An employee and the Union Representative, if designated by the employee, will be authorized official time in accordance with Article 8 to review supporting material; seek assistance; secure affidavits and other documentary material; prepare; and make their reply.
- e. Reduction-in-Force procedures will be used when it is anticipated the furlough will exceed 30 (thirty) days.
- f. Fire Fighters will be furloughed on an hourly basis. For example if a furlough is 5 (five) "days," fire fighters will be furloughed between 72 (seventy-two) and 120 (one-hundred twenty) hours, depending on the fire fighters' tour of duty.

## **ARTICLE 26: REDUCTION-IN-FORCE (RIF) ACTIONS**

### **Section 1: Controlling Guidelines**

All RIF actions will be carried out in strict compliance with applicable laws and regulations and in a manner that will cause the least disruption to the installation's activities. To the extent feasible, RIF actions will be achieved through normal attrition.

### **Section 2: Notice to Union**

- a. 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 a reasonable opportunity to make its views known and to make recommendations concerning the RIF. The Union will be kept current on all aspects of the RIF including changes in the implementation dates.
- b. In the event a reduction-in-force is implemented, upon request, 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.

### **Section 3: Arrangements for Employees Affected by RIF Actions**

- a. Any career or career conditional employee who is separated because of RIF actions will be placed on the Priority Placement Program list and will be given priority consideration for rehiring in temporary (at employees option) and permanent positions for which qualified in accordance with applicable laws and regulations. Acceptance of a temporary appointment within his normal commuting area will not prejudice an employee's right to be offered permanent employment.
- b. Employees who have been demoted through reduction-in-force shall be referred for consideration against vacancies for which they are qualified in compliance with the most recent applicable published Agency policies and regulations and consistent with the provisions of the Merit Promotion Program.

### **Section 4: Voluntary Demotion in Lieu of RIF**

It is agreed that an employee of the unit who elects to take a demotion in lieu of a reduction-in-force action must be qualified to satisfactorily perform 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 rests with the Employer.

## ARTICLE 27: DRUGFREE WORKPLACE

### **Section 1: General**

- a. The Employer and the Union recognize that illegal drug use is a threat to the public's welfare, the employees of the Fire Department, and the Union.
- b. Thus, the Employer shall take necessary steps, including drug testing, to eliminate illegal drug usage. It is the goal of this Article to prevent illegal drug use in the workplace (Fire Department).
- c. The Drug Testing Program is solely initiated at the behest of the Employer.

### **Section 2: Controlling Guidelines**

- a. In order to eliminate the safety risks that result from being under the influence of illegal drug usage, the administration of the Drug Testing Program shall be in compliance with Executive Order 12564, applicable laws, rules, and regulations.
- b. Tests will be given in accordance with the guidelines established by the Department of Health and Human Services, applicable court decisions, and WHS and RRMC policies and procedures.

### **Section 3: Changes to Drug Testing Program**

The Union will be notified in writing of any changes to existing drug testing policies or procedures within the Employer's control prior to implementation for the purpose of negotiating the impact and implementation of the proposed changes.

### **Section 4: Testing Designated Positions**

All bargaining unit positions are testing designated positions 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: Employee Notice**

An employee that occupies a drug testing designated position will be notified of such. The notice will include the following information:

- a. The reasons drug testing is required for the position.
- b. The consequences of a positive test or refusal to cooperate, including disciplinary or adverse action up to and including removal.
- c. Notice of the opportunity to submit supplemental medical documentation to support the legitimate use of a specific drug.
- d. Notice of the availability of drug counseling and referral services, including the name and phone number of the local employee assistance program counselor.

## **Section 6: Drug Testing Procedures**

The Employer agrees that the following testing procedures will be used, subject to law, rule, and regulation:

- a. Upon direction of management, designated employees will report to the designated location to be tested.
- b. The Employer and 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 Drug Free Workplace Policy upon written request in accordance with applicable regulations.
- c. Upon a confirmed positive test result by the Medical Review Officer, the Employer may consider taking any and all of the following actions: temporarily assigning such employee to other duties or any other action as provided for in applicable directives.
- d. Under no circumstances will an employee be subject to urinalysis testing as a punitive measure.

## **Section 7: 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 the most recent WHS policy.
- b. Within the requirements of law and regulations, 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 of 1974.
- c. 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. Employees may contact the Drug Program Coordinator to determine results of their drug tests.

## **Section 8: Counseling and Rehabilitation**

The Employee Assistance Program is available to employees who either volunteer or are management referred for this counseling.

**Section 9: Alcoholism or Drug Abuse**

- a. Both Parties are committed to aiding employees who request assistance in obtaining counseling services for alcoholism or drug abuse and other health problems that have an adverse effect on job performance.
- b. Appropriate and reasonable amount of leave or other assistance may be granted for the purpose of treatment or rehabilitation or with other illness in accordance with applicable instruction.

## **ARTICLE 28: TRAINING**

### **Section 1: General**

- a. 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 that are consistent with the needs of the Fire and Emergency services in accordance with applicable regulations.
- b. Employees may be assigned to any of the operating stations and, consequently, must maintain proficiency in the full range of standard/nonstandard techniques/processes/ procedures. 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.
- c. Voluntary or mandatory training will be determined by the Employer and may be reviewed by the Union upon request.
- d. Travel funds shall be provided in accordance with applicable regulations for all training approved by the Employer.

### **Section 2: Training without Loss of Pay or Leave**

- a. 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, provided that (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.
- b. Training provided by the Employer will normally be scheduled so that it can 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.
- c. As much as possible, the Employer will consider schedule training at the Raven Rock Mountain Complex to prevent Employees from having to go offsite for training.

### **Section 3: Training Priorities**

To the extent possible, the Fire Department training program will meet or exceed the requirements as outlined in appropriate laws, rules and regulations. Normally, training will be prioritized as follows:

- Priority I: Training that must be completed during the fiscal year to prevent an adverse effect on the mission. This includes training required

by law, higher authorities and any class needed to perform at the next level position.

Priority II: Training which enhances the performance of the employee's position or functions of operational duties. This may include specialized training that requires additional education.

Priority III: Training for an employee performing competently which increases his or her efficiency and productivity.

#### **Section 4: Training Committee**

A training committee will consist of the Assistant Fire Chiefs, two (2) Executive Board Members from Local F-301, and the Fire and Emergency Services Training Officer. Together, this committee will recommend departmental training to the Fire Chief who may approve and schedule training for employees.

#### **Section 5: Procedures for Requesting Individual Training**

- a. Employees will submit requests for training to their first level supervisor (or designee).
- b. If training is denied, a request for reconsideration may be submitted to the fire chief. The fire chief's determination will be considered final.

#### **Section 6: Training Material Library**

The Fire and Emergency Services will maintain an accessible library that contains pertinent directives, publications, technical orders, and pamphlets.

#### **Section 7: Appropriate Use of Training and Drills**

- a. 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. However, training and/or drills may be assigned to help correct or prevent performance deficiencies.
- b. Extreme weather conditions will be considered by the Employer when scheduling outside drills or training.
- c. Training will follow the requirements of all applicable laws, rules, and regulations.

#### **Section 8: Attending Training on Breaks**

To the extent possible, the Employer will consider an employee's preferred day of attendance when scheduling training classes on the employee's breaks or other off-duty time.

#### **Section 9: Overtime for Training**



- a. Employees will not rotate on the overtime list while attending training classes. Employees will rotate on the overtime list when they work overtime to cover the station while other employees attend training.
- b. Upon request, an Executive Board Member of Local F-301 may review scheduled overtime for employees working to cover the station while personnel are at training.

### **Section 10: Pro Board Certifications**

When required by the Employer for the bargaining unit employee's current position, the Employer agrees to pay for those Pro Board Certifications recognized by the Department of Defense Fire Fighter Certification Program and necessary certification renewals.

### **Section 11: Training on New Mission, Responsibilities, Equipment, or Procedures**

- a. The Employer agrees that when new missions are assigned, new equipment is placed into service, or new procedures are implemented, appropriate training may be provided to affected employees.
- b. An employee who is assigned new responsibilities will be given a reasonable, as determined by the Employer, period of time to become familiar with these responsibilities.

### **Section 12: Labor Relations Training**

Subject to supervisory approval, upon advance written request, Union Representatives 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 benefit to the Employer and the Union and the Employer's interests will be served by the employee's attendance. The costs associated with such training will be paid by the Union. 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 (two) 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. Union Representatives (including Officers) will be allowed a combined total of 14 (fourteen) days for Union training in a 12 (twelve) month period.

## **ARTICLE 29: DISCIPLINARY AND ADVERSE ACTIONS**

### **Section 1: General**

- a. The Employer and the Union agree that the purpose of disciplinary and adverse action is to correct misconduct or performance deficiencies and maintain discipline and morale among other employees.
- b. Disciplinary and adverse 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.
- c. Disciplinary and adverse actions shall be initiated and affected in accordance with the provisions of this Agreement and applicable laws and regulations.

### **Section 2: Disciplinary Actions**

- a. For the purpose of this Agreement, the term "disciplinary actions" includes letters of reprimand and suspensions of not more than fourteen calendar days.
- b. The employee and the Union may exercise their right to grieve a disciplinary action under provisions of the Negotiated Grievance Procedure. The employee and his Union Representative are entitled to a reasonable amount of official time to prepare and present the grievance in accordance with this Agreement.

### **Section 3: Adverse Actions**

- a. For the purpose of this Agreement, the term "adverse action" includes removals, suspensions of more than fourteen days, furloughs of thirty days or less and reduction in pay or grade as defined by 5 U.S.C. § 7512.
- b. Adverse actions under this Section may be appealed through either the Negotiated Grievance Procedure or 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.
- c. It is recognized that an employee may be represented by a person of his choice when exercising appeal rights to the Merit System Protection Board.

### **Section 4: Investigations in Connection with Disciplinary or Adverse Actions**

The following procedures will be followed when conducting investigations:

- a. If necessary, 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. If a bargaining unit employee has a reasonable belief that an investigative interview in which he/she is involved could lead to disciplinary action against himself, he may request Union representation
- c. If an employee request Union representation during an investigative interview, the Employer may elect to do one of the following:
  - 1) grant the request;
  - 2) discontinue the questioning; or
  - 3) offer the employee the choice of continuing without a Union Representative present or foregoing the benefit of continuing the interview.
- d. On conclusion of this discussion and/or after reviewing of the information available, the Employer will determine whether disciplinary action should be initiated.

#### **Section 5: Proposing Disciplinary or Adverse Actions**

- a. Any employee against whom an adverse action is proposed shall be notified in writing of the reasons for such action.
- b. Whenever possible, the Employer will make reasonable effort to propose the action as soon as possible after becoming aware of the incident. However, the Employer retains the right to discipline employees at any time for such cause as will promote the efficiency of the service.

#### **Section 6: Obtaining Copies of Material Relied Upon**

At the request of the employee or his designated Representative, the Employer will provide a copy of the material relied upon to support the disciplinary or adverse action in accordance with applicable rules and regulations.

#### **Section 7: Reply Period**

- a. The employee or his designated Representative will have 10 (ten) days from the date the proposed action to provide a written and/or oral reply to the deciding official.
- b. 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.
- c. 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 8: Alternative Discipline**

"Alternative Discipline" is available for the Employer to utilize when appropriate. The Employer may substitute letters of reprimand for 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.

**Section 9: Last Chance Agreements**

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. 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.

**Section 10: Unit Employees Serving Probationary or Trial Periods**

- a. This Article does not apply to unit employees serving probationary or trial periods.
- b. Disciplinary actions or adverse actions will be taken against unit employees serving probationary or trial periods in compliance with the most current laws and regulations.

## **ARTICLE 30: ALTERNATIVE DISPUTE RESOLUTION (ADR)/ MEDIATION**

### **Section 1: General**

- a. Alternative Dispute Resolution may be requested prior to the filing of a grievance or at any stage of the grievance procedure.
- b. Participation in ADR is voluntary. ADR will be entered into in good faith; however, at any time, either the Employer or the employee may decline to continue participation in ADR.
- c. Settlements agreed to during ADR are binding.

### **Section 2: Timeframes**

- a. The timeframes prescribed in the negotiated grievance procedure will be followed in order to determine the initial timeliness of a grievance for submission for ADR.
- b. The Parties will strive to have the entire ADR process completed within 60 days of assignment of a mediator to the dispute.

### **Section 3: Representation**

A Union Representative is entitled to be present and to participate during ADR mediation sessions.

### **Section 4: No settlement**

If no settlement is reached, the employee may pursue the negotiated grievance procedure, at the appropriate step, within 14 (fourteen) days of the mediator's declaration of "no settlement" or either Party's notification to the other Party that they elect to discontinue participation in the ADR process, whichever occurs first.

## **ARTICLE 31: NEGOTIATED GRIEVANCE PROCEDURE**

### **Section 1: General**

The initiation of an employee grievance in good faith shall not cast any negative reflection on the Employee or Employer.

### **Section 2: Informal Discussions**

Nothing in this section shall be construed to preclude an employee from discussing personal concerns with the supervisor prior to filing a grievance. However, such informal discussions will not serve to alter or extend specified time limits should the employee decide to file a formal grievance.

### **Section 3: Matters that May Be Grieved**

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:

- Any claimed violation of subchapter III of Chapter 73 of Title 5, U.S.C. (relating to prohibited political activities);
- Suspension or removal for national security reasons (Section 7532, Title 5, U.S.C.);
- Any matter decided by the Office of Personnel Management (including but not limited to Retirement, Life Insurance, or Health Insurance);
- Any examination, certification, appointment, or temporary promotion;
- An action terminating a temporary promotion;
- The classification of any position which does not result in the reduction in grade or pay of the employee;
- Complaints or allegations of unlawful discrimination;
- Removals or changes to lower grade for unsatisfactory performance under Section 4303 of the Civil Service Reform Act;
- The content of performance elements, standards, and mid-term performance reviews;
- Disciplinary or Adverse actions (including Removal) against probationary or temporary employees;
- The amount of any award or decision to disapprove a quality step increase, a cash award, or other honorary, incentive, performance, or other discretionary award. This includes failure to adopt a suggestion, decision to disapprove a suggestion award, or the amount of a suggestion award;

- Notice of a proposed disciplinary or adverse action under 5 U.S.C § 4303, 5 U.S.C.§ 7502, or 5 U.S.C.§ 7512 and warnings, counseling, or admonishments (written or oral);
- Employer's decision to use traditional discipline or alternate discipline resolution;
- The provision of Trading of Time/ Early Relief;
- Reduction-In-Force adverse actions (furloughs for over 30 days, separations, demotions);
- Performance ratings of at least Level 2;
- Placement on administrative leave or light duty;
- Any matter decided by the Office of Workers Compensation Programs (OWCP), Department of Labor (DOL);
- Fair Labor Standards Act Appeals;
- Removal for medical inability to perform; and
- Non-selection for promotion from a properly ranked and certified list of candidates. This does not apply to the right to grieve over improper procedures used during the selection process.

#### **Section 4: Elements of a Grievance**

- a. At each step, Grievances will be presented in writing and provide, at a minimum:
  - i. the aggrieved employee(s), name, position, title, grade and organization;
  - ii. a description of the basis for the grievance including appropriate facts such as times, dates, names and other pertinent data;
  - iii. a brief statement of the step(s) taken to informally resolve the grievance;
  - iv. the relief being sought;
  - v. a statement whether discrimination based on race, color, religion, age, sex or national origin is an issue in the grievance; and
  - vi. identification of the grievant's Representative.
  
- b. If not all of the required elements of the grievance are provided or the issues and corrective action are not clearly defined, the grievance may be returned to the employee. A grievance so returned may be resubmitted within 5 (five) days provided all information listed in Section 4 of this Article has been identified.
  
- c. All available evidence and supporting documentation that 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.

#### **Section 5: Representation**

- a. Union Representatives shall make every effort within the scope of their preparation time to determine if grievances have substance in fact. The Union shall dispose of frivolous grievances. Such decisions will be made in a good faith, non-arbitrary manner.

- b. The Parties are obligated to resolve problems and grievances filed under this Article promptly and as close to the source as possible.
- c. Employee representation under the negotiated grievance procedure is restricted to the Union or self-representation.
- 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 6: Negotiated Grievance Procedure for Employee Grievances**

The following procedures are established for the resolution of bargaining unit employee grievances:

#### STEP 1:

- a. An employee of the unit desiring to file a grievance must submit the grievance, in writing, within 15 (fifteen) calendar days after occurrence of the incident or reasonable knowledge of the incident, whichever occurs first.
- b. Initial presentation will be made to the employee's immediate supervisor (or designee). However, 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 is the Step 3 grievance official, the grievance will be initiated at that level.
- c. The grievant and/or the Union representative may request to meet with the immediate supervisor (or designee) to discuss and attempt to resolve the grievance.
- d. A written Step 1 reply will be given by management to the grievant or the grievant's Union representative within 15 (fifteen) calendar days of the date of the meeting or the date the grievance was received, whichever occurs last.
- e. All issues (other than grievability/ arbitrability issues) must be raised at Step 1.

#### STEP 2:

If the grievance is unresolved after Step 1,



- a. The employee, or his Union Representative, may elevate the grievance to the Fire Chief (or designee) within 10 (ten) calendar days from the date of the Step 1 decision or the expiration of the Step 1 response period, whichever occurs first.
- b. The grievant and/or the Union representative may request to meet with the Fire Chief (or designee) to discuss and attempt to resolve the grievance.
- c. A written Step 2 decision from the Fire Chief (or designee) will be made within 10 (ten) calendar days of the initial receipt of the Step 2 grievance or the date of the meeting, whichever occurs last.
- d. Additional issues or remedies (other than grievability/ arbitrability issues) may not be raised at this Step.

**STEP 3:**

If the grievance is unresolved after Step 2,

- a. The employee, or his Union representative, may elevate the grievance to the Commander (or designee) within 10 (ten) calendar days of the date of the Step 2 decision or the expiration of the Step 2 response period, whichever occurs first.
- b. The grievant and/or the Union representative may request to meet with the Commander (or designee) to discuss and attempt to resolve the grievance.
- c. The Commander, (or designee), will answer the grievance, in writing within 10 (ten) calendar days of the initial receipt of the Step 3 grievance or the date of the meeting, whichever occurs last.
- d. Additional issues or remedies (other than grievability/ arbitrability issues) may not be raised at this Step.

**STEP 4:**

If the grievance is unresolved after Step 3,

- a. The Union may refer the matter to arbitration in accordance with this Agreement.
- b. Additional issues or remedies (other than grievability/ arbitrability issues) may not be raised at this Step.

**Section 7: Negotiated Grievance Procedure for Union/ Employer Grievances**

Grievances between the Union and the Employer at the Installation Level shall be processed in the following manner:

**STEP 1:**

- a. The charging Party—Union or Employer—may initiate a grievance by submitting it in writing within 15 (fifteen) calendar days after the occurrence of the incident or reasonable knowledge of the incident (whichever occurs first).
- b. Union grievances will be submitted to the Fire Chief (or designee), and Employer grievances will be submitted to the local Union President (or designee).
- c. The Union President (or designee) and Fire Chief (or designee) may meet to discuss and attempt to resolve the grievance.
- d. A written decision will be rendered within 15 (fifteen) calendar days after the receipt of the grievance or meeting between the Employer and Union, whichever occurs last.
- e. All issues (other than grievability/ arbitrability issues) must be raised at Step 1.

**STEP 2:**

If a Union or Employer grievance is unresolved after Step 1,

- a. The Union may elevate its grievance to the Installation Commander (or designee) within 15 (fifteen) calendar days from the date of the Step 1 decision or the expiration of the Step 1 response period, whichever occurs first. The Commander (or designee) and the Union President (or designee) may meet to discuss and attempt to resolve the grievance. The Commander (or designee) will answer the grievance in writing within 15 (fifteen) calendar days after the receipt of the grievance or meeting between the Employer and Union, whichever occurs last.
- b. The Employer may elevate its grievance to Arbitration in accordance with the terms of this Agreement.
- c. Additional issues or remedies (other than grievability/ arbitrability issues) may not be raised at this Step.

**STEP 3:**

If a Union grievance is unresolved after Step 2,

- a. The Union may elevate its grievance to Arbitration in accordance with the terms of this Agreement.
- b. Additional issues or remedies (other than grievability/ arbitrability issues) may not be raised at this Step.

**Section 8: Timeframes**

- a. If an Employee, 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.

- b. All grievance decisions will be made as promptly as possible at each level of consideration described herein

### **Section 9: Declarations of Non-Grievability or Non-Arbitrability**

When negotiability, bargaining obligation, or grievability issues are presented for arbitration, the threshold issue will be severed and determined by the arbitrator before hearing, considering, or ruling on the merits of the case.

### **Section 10: Group Employee Grievances**

- a. 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 may 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.
- b. An employee may withdraw from a group grievance in writing at any time before a decision is rendered. However, the employee may not then initiate the same or substantially similar grievance in his or her own name.

### **Section 11: Management Right to Impose Discipline**

Pending appeals or requests for arbitration will not delay or stay management's right to impose discipline.

## **ARTICLE 32: ARBITRATION**

### **Section 1: Invoking Arbitration**

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

### **Section 2: Selecting an Arbitrator**

- a. Within 10 (ten) calendar days from the date of receipt of a valid arbitration request, the charging Party shall request the Federal Mediation and Conciliation Service to submit a list of 7 (seven) impartial persons qualified to act as Arbitrators. The Parties shall meet within 10 (ten) calendar days after the receipt of both Parties of such list to select an Arbitrator.
- b. If the Parties cannot agree upon 1 (one) of the listed persons, the Employer and the Union will each strike 1 (one) Arbitrator's name from the list of 7 (seven) and shall repeat this procedure. When only 1 (one) 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: Authority of Arbitrator**

- a. When negotiability, bargaining obligation, or grievability issues are presented for arbitration, the threshold issue will be severed and determined by the arbitrator before hearing, considering, or ruling on the merits of the case.
- b. The arbitrator may not interpret laws, regulations, or policies of higher authority than WHS that are cited in this Agreement. Laws, regulations, or policies of higher authority than WHS that are cited in this Agreement may only be interpreted in a manner consistent with decisions and opinions published by the functional experts within the government who normally have responsibility for such matters (e.g., OPM, FLRA, Circuit Court, DOL, etc.)
- c. Both Parties to the Agreement recognize and agree that the Arbitrator decision(s) shall be binding except that either Party may file exceptions to the Arbitration's award with the Federal Labor Relations Authority (FLRA) under regulations prescribed by the Authority.
- d. 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 for Arbitration.

### **Section 4: Withdrawing from Arbitration**

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.

**Section 5: Arbitrator Fees**

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 normally 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 placed on official time, as appropriate, 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 14 (fourteen) calendar days prior to the scheduled hearing date.

**Section 6: Arbitration Deadlines**

The Arbitrator will be requested to render his decision and/or remedy, as quickly as possible, but, in any event, no later than 30 (thirty) calendar days after the conclusion of the hearing unless the Parties mutually agree to extend the time limit.

## **ARTICLE 33: UNFAIR LABOR PRACTICE (ULP) CHARGES**

### **Section 1: General**

This Article sets forth procedures for processing unfair labor practice allegations under 5 U.S.C. § 7116 before such allegations are formally filed with Federal Labor Relations Authority. The express intent of the Parties is to facilitate informal discussion concerning alleged unfair labor practices and enhance the possibility of informal resolution before such allegations are formalized before a third party.

### **Section 2: Procedures**

- a. Where a Party to this Agreement believes that the other Party has engaged in any act prohibited by 5 U.S.C. § 7116, the charging Party must notify the responding Party of 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 17 (seventeen) calendar days prior to the filing of such charge with 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 (or designee).
- 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 5 U.S.C. § 7116 alleged to have been violated.
- d. The Employer may meet informally with the Local Union President (or designee) to discuss the alleged unfair labor practice(s). Such meeting shall normally take place within 10 (ten) calendar days of receipt of written notice by a responding Party as provided above. Any such meetings at the Command level will be held only upon mutual agreement.
- e. When a discussion is held, a determination will be made as follows:
  1. The issue.
  2. Facts leading to the alleged ULP.
  3. Identity of the witnesses the charging Party desires to be contacted.
  4. Arrangements for further discussion between the parties.
- f. The responding Party may then fact find the case and develop information regarding the alleged ULP.
- g. The Party notified of an unfair labor practice allegation as provided in this Article shall render a decision to the charging Party within 15 (fifteen) calendar days of receipt of such notice. 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 3: Exceptions**

Allegations involving Section 5 U.S.C. § 7116 (b) (7) (A) are exempt from this Agreement and shall be processed in accordance with applicable rules of the Authority.

**Section 4: Settlement Agreements**

Where the parties execute a settlement agreement resolving a particular allegation, that allegation shall be precluded from further processing before the Authority.

**Section 5: Disputes over Interpretation of this Article**

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

## **ARTICLE 34: EXECUTION, DURATION, AND SUPPLEMENTS**

### **Section 1: Execution and Implementation**

- a. The date of execution shall be the date that the parties sign the Agreement to be sent for Agency Head approval under 5 U.S.C. § 7114(c).
- b. Except for any noncompliance noted in the post review, implementation shall be effective the day of Agency Head approval or not later than the 31st day after the date of execution.
- c. This Agreement consists of a Preamble, Witnesseth, Support of Common Goals, and 35 (thirty-five) Articles.

### **Section 2: Duration and Changes**

- a. This Agreement as executed by the Parties shall remain in full force and effect for a period of three (3) years from the date of implementation.
- b. Thereafter, it will remain in effect for successive periods of 1 (one) year, subject to approval by the Department of Defense, unless either Party notifies the other in writing, at least 60 (sixty) calendar days but not earlier than 105 (one-hundred and five) calendar days prior to the next anniversary date of implementation of intention to renegotiate a new Agreement.
- c. When either Party 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.

### **Section 3: Reopening Provision Prior to Expiration of Agreement**

Except for its duration period as specified in Section 2 of this Article, this Agreement may be opened for amendment by mutual consent of the Parties. Any request for amendment by either Party must be written and must include a summary of the amendment(s) proposed. The Parties shall meet within 14 (fourteen) calendar days after receipt of such request to discuss the matter(s) involved; the Parties may extend this timeframe by mutual consent. If the Parties 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 Parties, subject to approval by the Department of Defense, and will remain in full affect until modified or terminated in accordance with this Article.

### **Section 4: Supplements to Agreement**

- a. Except as provided for by this Agreement, 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 Parties hereto unless such



agreement is made and executed in writing between the Parties and ratified by the Union and approved by the Employer in accordance with this Article.

- b. It is recognized by the Parties that this Agreement may be supplemented by local [fire] Department Standard Operating Guidelines (DOGs) only to the extent expressly authorized and set forth in specific Articles of this Agreement. Furthermore, DOGs are expressly authorized to cover subjects not specifically covered by this Agreement. DOGs, as authorized in this Article, are designed to assist the Parties in establishing policies and/or procedures necessary to meet the mission of the Fire Department and to address other matters relating to personnel policies, procedures and matters affecting the general working conditions of unit employees. Fire Department DOGs shall not conflict with or otherwise be inconsistent with, any provision of this Agreement, or shall be null and void and of no effect. Further, no Fire Department DOG may amend, modify, or alter Articles of this Agreement.

#### **Section 5: Agreement Supersedes Past Practice**

Any waiver or breach of this Agreement by either Partner shall not constitute a past practice or precedent in the future enforcement of any the terms and conditions herein.

#### **Section 6: Automatic Termination**

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

#### **Section 7: Distribution of Agreement**

A copy of this Agreement will be made available electronically to all bargaining unit employee and the Union. Twenty hardcopies of the Agreement will be made available to both the Employer and 20 (twenty) hardcopies of the Agreement will be made available to the Union for record keeping purposes.

## ARTICLE 35: GLOSSARY

For the purpose of this Agreement, the following definitions will apply:

**Day(s)** means calendar days unless specifically stated otherwise.

**Condition 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:

- 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; or
- d. Those rights and authorities retained by the Employer; or which are the subjects of any existing or future law or Government-wide regulations.

**He (his or him)** are meant to include both genders.

**Furlough** means the placement of an employee in a temporary non-pay status and non-duty status (or the absence of duty) because of a lack of work or funds or for other non-disciplinary reasons.

**Negotiation** means the bilateral exploration and exchange of views in good faith effort to reach agreement and reduce to writing any mutual agreement reached if requested by either Party.

**Past Practice** means existing practices affecting conditions of employment of bargaining unit employees consistently exercised for an extended period of time, with the knowledge and expressed or implied consent of both Parties.

**Position Description** means 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. Management retains the right to assign work.

**Seniority** means that first priority shall be afforded to the employee with the oldest service computation date (SCD); second priority shall be afforded to the employee with the second oldest SCD; and so on and so forth. In the event two or more employees have the same service computation date, the employee that has been employed at the Raven Rock Mountain Complex location in Adams, PA, the longest shall have first priority; the employee that has been employed at the Raven Rock Mountain Complex location in Adams, PA, the second longest, shall have second priority; and so on and so forth.

**Statute** means the Federal Service Labor-Management Relations Statute.

**Tour of Duty** means the hours of the day (daily tour of duty) and the days of the administrative workweek (weekly tour of duty) that constitute an employee's regularly scheduled administrative workweek. For the purposes of this Agreement, tour of duty is synonymous with work schedule.

**Will be provided to the Employer** means will be provided to the Fire Chief (or designee) with a copy simultaneously provided to WHS' Labor and Management Employee Relations Division unless specifically stated otherwise.

**Will be provided to the Union** means will be provided to the local Union President (or designee).