

AGREEMENT  
BETWEEN

US ARMY GARRISON – FORT LEE  
AND  
INTERNATIONAL ASSOCIATION FIRE FIGHTERS  
LOCAL F-287

EFFECTIVE: 25 July 2017

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## Preamble

This agreement is made by and between U.S. Army Garrison Fort Lee, Department of the Army, hereinafter called the "Employer," and IAFF Local F-287, hereinafter referred to as the "Union" and collectively referred to as the "Parties". It is the intent and purpose of both parties to the Agreement (1) to promote and improve the efficient administration of Fort Lee and the major role it plays in defense and protection of the United States of America, and the well-being of employees within the meaning of Chapter 71 of Title 5 U.S. Code, hereinafter referred to as the Statute ; (2) to further establish a basic understanding relative to personnel policies, procedures and practices, and matters affecting the conditions of their employment and working conditions, and, (3) to provide a means for amicable discussion and adjustment of matters of mutual interest at Fort Lee.

Whenever language in the agreement or incorporated references refer to specific duties or responsibilities of supervisors, management officials, or other specific individuals, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the employer retains the sole discretion to assign work and to determine which individuals will perform those duties.

## Article 1 – Exclusive Recognition and Unit Designation

Section 1-1. The Employer recognizes the Union as the exclusive representative of all the employees in the unit as defined in Section 1-2. The Union hereby recognizes the responsibility of representing the interests and concerns of all the employees of the unit, without discrimination and without regard to union membership in accordance with Section 7114A (I) of the Statute.

### Section 1-2.

**INCLUDED:** All civilian Firefighters (EMT-I & EMT-B), Fire Inspectors, Lead Firefighters employed by the Directorate of Emergency Services, U.S. Army Garrison Fort Lee, Virginia.

**EXCLUDED:** All professional employees, management officials, supervisors and employees described in 5 USC. 7112 (b) (2), (3), (4), (6), (7) and any employees represented by another labor organization.

## Article 2 – Application of Law and Regulations

In the administration of all matters covered by this Agreement, the Union, Employer, and unit employees are governed by the CSRA, Federal Service Labor Management Relations Statute (FSLMRS), and existing or future laws and the regulations of appropriate authorities.

### Article 3 – Matters Subject to Consultation and Negotiation

Section 3-1. Matters appropriate for negotiation between the Parties are personnel policies and practices and matters affecting working/living conditions of employees in the bargaining unit. Amendments or supplements to this Agreement will be negotiated only as provided by Article 38, Duration and Approval of the Agreement.

Section 3-2. The Employer agrees that prior to making any changes in personnel policies, practices, and/or matters affecting the working/living conditions of employment which do not fall under Article 4, Rights of the Employer, and impacts the members of the bargaining unit, the Employer will provide a dated written document to the Union of the proposed changes. The Union may, within 12 calendar days, request to negotiate. If the Union does not request to negotiate, the proposed change will be implemented.

Section 3-3. The Union may propose the revision or cancellation of a Fire and Emergency Services instruction or notice relating to personnel policies and practices, Standard Operating Procedures, and/or matters affecting working conditions of employees in the unit. The Union will provide the Employer with written proposals and the Employer will discuss those matters with the Union President or designee. Any mutually agreed upon changes will be implemented. Further, no Fire Department SOP may amend, modify, or alter articles of the master Labor Agreement or otherwise duplicate the provisions contained therein.

Section 3-4. The partners agree to establish and maintain a Labor Management Forum per Executive Order (EO) 13522 through the Garrison Commander or designee.

Section 3-5. The Employer agrees to staff and operate all primary Fire Department apparatus pursuant to the provisions of applicable law, rule, and regulation. The Employer will notify the Union of annual command guidance when it results in a reduction of authorized positions. The Employer will notify the Union of changes to the Installation Service Support Agreement when it results in a reduction of authorized positions for the EMS Mission.

## Article 4 – Rights of the Employer

Section 4-1. Subject to Section 4-2 of this article, nothing in this Agreement shall affect the authority of the Employer:

a. to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

b. in accordance with the applicable laws:

(1) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

(3) with respect to filling positions, to make selections for appointments from:

(a) among properly ranked and certified candidates for promotion; or

(b) any other appropriate source; and

(4) to take whatever actions may be necessary to carry out the agency mission during emergencies.

Section 4-2. Nothing in this Agreement shall preclude the Employer and the Union from negotiating:

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

b. procedures which management officials of the Employer will observe in exercising any authority under this article; or

c. appropriate arrangements for employees adversely affected by the exercise of any authority under this article by such management officials.

## Article 5 – Rights of the Employees

Section 5-1. Nothing in the Agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to voluntary, written authorization by the employee for the payment of dues through payroll deductions.

Section 5-2. Employees in the unit shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Union or to refrain from such activities. The right of such employees to assist the Union shall be recognized as extending to participation in the management of the Union; acting for the Union in the capacity of a Union representative, including presentation of Union views to heads of agencies, and other officials of the Executive Branch or the government, the Congress or other appropriate officials; and to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees.

Section 5-3. The Union agrees to accept all eligible employees as members without discrimination to race, color, creed, religion, sex, sexual orientation, age or national origin.

Section 5-4. Each employee has the right, regardless of union membership, to bring matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules and regulations.

Section 5-5. The Employer will provide legal assistance to an employee that has a claim brought against him/her for performing their assigned duties at no cost to the employee in accordance with the Federal Tort Claims Act (FTCA).

## Article 6 – Rights and Representation of the Union

Section 6-1. The Union, as the representative of unit employees, shall have the right and responsibility to present its view, to the Employer orally or in writing, in accordance with the terms and conditions of this Agreement. This includes matters addressed in Article 3, Matters Subject to Consultation and Negotiation.

Section 6-2. The Union shall be given the opportunity to be represented at:

a. Any formal discussion between one or more representatives of the Agency and one or more employees in the unit, or their representative, concerning any grievance or any personnel policies or practices or other general conditions of employment

b. Any examination of any employee in the unit by a representative of the Employer in connection with an investigation if:

(1) The employee reasonably believes that the examination may result in disciplinary action against him/her, and

(2) The employee requests representation.

Section 6-3. The Union will furnish the Employer with an up-to-date list of the Union officers and stewards and will post a copy of this information on the bulletin board in each station. The Employer agrees to recognize the officers and stewards designated by the Union. The Employer will not restrain, interfere, or coerce any employee or union officer or steward because of the exercise of their rights under Title VII of the Statute, or for the performance or representational duties properly assigned under this Agreement.

Section 6-4. The Employer agrees to provide the Union with space on a designated bulletin board in the fire stations for the posting or circulation of Union information. The Union agrees to be responsible for materials posted on the bulletin boards, and such material shall not contain scurrilous or libelous material. The Union also agrees that the maintenance and posting of material will be accomplished without interfering with the work of the employees.

Section 6-5. Stewards have the responsibility to perform representational duties in the work areas assigned to them by the Local. It is agreed that the original point of contact by stewards for discussion of grievances and/or other matters pertaining to this agreement, will normally be the lowest-level supervisor having authority to act on the matter. Contacts above this level will normally be made by the President or designee.

Section 6-6. Subject to security and safety regulations, permission will be granted to non-employees, authorized officials of the IAFF to visit the fire stations as long as there is no disruption of work operations. The request for approval will be made to the Fire Chief or designee in advance of the intended visit, or as early as possible.

Section 6-7. The Union agrees that any activities performed by any employee relating to the internal business of the labor organization (including the solicitation of membership, elections of labor organization officials, and collection of dues) shall be performed during the time the employee is in a non-duty status.

Section 6-8. The Employer will permit the Union a reasonable amount of time to inform new employees of the Union's role as their exclusive representative, during the new employee orientation. The Employer will provide access to the Collective Bargaining Agreement.

Section 6-9. Any employee representing the Union in negotiations with the Employer, shall be authorized official time for such purposes, including preparing for impasse proceedings during the time the employee otherwise would be in a duty status in accordance with Section 7131 of the Statute.

Section 6-10. The Employer agrees to make an area within the fire station available to the Union for the purpose of holding regularly scheduled meetings. The Union agrees to inform the Chief or designee, at least one week in advance, of the meeting. Meetings will be conducted after 1700 hours in an orderly and professional manner. The Employer reserves the right to notify the Union to reschedule the meeting due to operational requirements.

Section 6-11. 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 to the Union if a particularized need is established.

## Article 7 – Union Office Space and Meeting Space

The Employer agrees to provide a secure office space with one reserved parking space visibly marked IAFF Local F-287, within close proximity to the office space, for the Union to conduct its official representational duties. Access to the office space will be ADA (Americans with Disabilities Act) compliant. The office will include: two desks, two locking filing cabinets, five office chairs, and a telephone with local and DSN access. The Union can install cable internet and TV at their own expense. The Employer will replace unserviceable furniture items as needed, and if available.

## Article 8 – Annual Leave

Section 8-1. Employees have the right to accrue annual leave, in accordance with appropriate laws and regulations. Supervisors have the right to approve or disapprove the use of annual leave. Employees will request annual leave by means of the electronic OPM Form 71, sufficiently in advance, to allow supervisory approval or disapproval, which shall be based on the needs of the Employer and consideration of the employee's request. Employees reporting for duty that request annual leave may be granted annual leave based upon mission requirements. Nothing in this agreement shall require the Employer to approve annual leave that will create a need for overtime or adversely affect the Employer's ability to accomplish its mission.

Section 8-2. The Parties agree a reasonable effort will be made to prevent forfeiture of leave. However, it is agreed that it is the employee's responsibility to request use or lose leave, sufficiently in advance, in order to preclude end-of-year forfeiture. The leave request will normally be returned to the employee within 24 hours.

Section 8-3. The minimum charge for annual leave is 15 minutes. Absence of less than 15 minutes may not be accumulated, from day to day, for purposes of charging leave. In no event may employees be required to work, during any period, for which leave is charged.

Section 8-4. The Employer will grant the opportunity to schedule up to 168 continuous hours of annual leave in the first round of annual leave projections by order of Service Comp Date (SCD Leave). The second and final round of annual leave projections will not affect the first round, will also follow the order of SCD Leave, and does not have to be continuous. Thanksgiving and Christmas will be selected in a lottery style pick prior to round 1. Annual leave requests outside the scheduled annual leave projections determined during round 1 and 2 will be on a first come first serve basis, when the leave date becomes available. Scheduled annual leave will be requested by 1 January of each year. The approved leave schedule will be posted by 1 February of each year. If an employee is transferred, the Employer will endeavor to accommodate the employee with their originally scheduled leave period.

## Article 9 – Sick Leave

Section 9-1. When properly requested, sick leave will be authorized for employees for the following circumstances:

- a. When he/she is incapacitated by sickness or injury from performing his/her duties,
- b. For medical, dental or optical examination or treatment including travel time to and from the physician (leave for these purposes will be requested as far in advance as possible).
- c. When, through exposure to a contagious disease, the presence of the employee at the duty station would jeopardize the health of fellow employees, as documented by appropriate medical authority, or when the presence of contagious disease in the employee's immediate family requires the employee's personal care of the family member.

(1) A contagious disease is a disease ruled as subject to quarantine, requires the isolation of the patient or requires restriction of movement of the patient for a specified time period as prescribed by the health authorities having jurisdiction. If local health authorities or regulations fail to specify how long a patient with a contagious disease should be subject to isolation, quarantine or restriction of movement, a certification of a physician as to the period required is sufficient to support the granting of sick leave. The employee must support the request for leave due to contagious disease with a doctor's statement stating information as follows: (1) that the employee has been exposed to a contagious disease (2) what the disease is and (3) that the employee must remain at home or in a hospital for a specified period.

(2) For further information refer to Title 5 CFR 630.401.

Section 9-2. For absences in excess of 3 days or for a lesser period when determined necessary, the Employer may require a medical certificate or other administratively acceptable documentation. The supervisor may consider the employee's self-certification as to the reason for his or her absence as administratively acceptable documentation, regardless of the duration of the absence. However, the supervisor may require administratively acceptable documentation to assure that the nature of the illness is such that it is incapacitation. When there is reasonable evidence that the employee may be abusing sick leave, the supervisor has the right to require the employee furnish a medical certification for each absence for which sick leave or other leave in lieu of sick leave is requested.

Section 9-3. The Employer staffing requirements will be in accordance with DOD 6055.6. At no time will minimum staffing requirements be increased to prevent coverage for leave, emergency leave or sick leave.

## Article 10 – Leave Without Pay

Section 10-1. Employees may request and be granted leave without pay, in accordance with applicable laws and regulations, to serve as an officer or representative of the IAFF. Such leave of absence shall not exceed a period of one year for each application.

Section 10-2. Requests for leave without pay will be in writing, justify and explain the need, and be submitted at least 1 day prior to the time needed, in order to allow the leave approving official sufficient advance notice to make a decision.

Section 10-3. An employee on approved leave shall not lose any rights, benefits, or privileges, including bumping and retreating rights, as a result of leave, that he/she had upon obtaining leave, subject to laws and regulations and changes therein.

## Article 11 – Miscellaneous Leave and Excused Absence

### Section 11-1. Court Leave

a. Court leave will be granted in accordance with applicable laws and regulations. An employee will suffer no loss of pay including appropriate overtime pay for court leave.

b. Employees called for jury duty qualification will be granted court leave in accordance with regulations. When called, the employee shall notify the leave approving official promptly and will submit a true copy of his/her service. The employee will present to the leave approving official satisfactory evidence of time served on duty. Fees for expenses can be retained for jury duty performed within certain jurisdictions, in accordance with applicable court level regulations. Fees for jury duty performed on non-duty time may be retained by the employee.

c. An employee released by the court in sufficient time to return to work and perform duty for at least two hours of his/her regular work shift, will return to work or request appropriate leave for his/her absence.

### Section 11-2. Voting and Registration

a. An employee may be given excused time if necessary to vote, without charge to leave, which will permit him/her to report to work within three hours after the polls open or leave up to three hours before the polls close, whichever requires the least amount of excused absence.

b. If the employee's voting place is beyond normal commuting distance and absentee balloting is not permitted, he/she may be granted sufficient excused absence to vote not to exceed eight hours.

c. In jurisdictions where registration in person is required, excused absence to register may be granted, on the same basis as for voting, except that no time shall be granted if registration can be accomplished on a non-workday.

d. The employee has a responsibility to make arrangements in advance with his leave approving official for time off to vote or register.

Section 11-3. Military Leave. Requests for military leave will be granted in accordance with applicable rules and regulations.

Section 11-4. Honor Guard-Military Funeral. Excused absence, not to exceed four hours, will be granted for participation as honor guards, pallbearers, or members of a ceremonial firing squad, at a military funeral for burials, for a member of the armed forces, whose remains are returned for final internment in the United States, providing that advanced approval has been obtained, and that the granting of this leave will not cause undue hardship in the day-to-day operation of the Fire Department.

## Article 12 – Trade Time Request

Section 12-1. Hours worked under a trade time agreement approved by the Employer will not be compensated as overtime pay.

Section 12-2. "Trade time agreement" is an arrangement in which two employees of the Fire Department agree, solely at their option and with the approval of their supervisors, to substitute scheduled working hours during a tour of duty.

Section 12-3. All trade time requests shall be submitted on the Fire Department's Electronic Trade Time Request Form. The request shall be submitted to the employee's immediate supervisor. Employees eligible for trade time shall be authorized to trade time "hour for hour". Trade time agreements resulting in more than 72 hours of consecutive duty time by any employee will not be approved.

Section 12-4. Employees who wish to trade time will submit written requests to their immediate supervisor. The request will specify the exact dates and times to the trade. All trade time worked will be recorded in ATAAPS. Disapprovals will be provided/returned to the employee via the electronically submitted time trade form.

Section 12-5. The Parties agree that the trade time requests are for the employees' desires and convenience. In the event the mission requires curtailment, the Employer will provide the Union notice as to the reason(s) for curtailment.

## Article 13 – Early Relief

The Employer agrees to recognize the concept of the early relief practice among employees engaged in fire protection activities in order to relieve an employee on the previous shift or tour of duty, prior to the scheduled starting time. Such early relief may occur only pursuant to voluntary employee agreement either expressed or implied. This practice will not have the effect of increasing the number of compensable hours of work where it is voluntary on the part of the employees and will not result over a period of time in their failure to receive proper compensation for all hours actually worked. The following guidelines are established for early relief:

- a. Approval will be obtained by contacting the immediate supervisor. The employee relieved will notify the supervisor of their replacement.
- b. Early relief is limited to 59 minutes or less.

## Article 14 – Official Time for Union Sponsored Training

### Section 14-1.

a. Employees who are officers/stewards may be excused without charge to leave in conjunction with attendance at Union sponsored training on labor relations, 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. For determination, the Union shall submit a written request for official time to the Chief or designee at least 10 calendar days prior to the requested training date explaining the benefit to the Employer along with a detailed agenda of the training. Official time for this purpose may cover only such portions of a training session meeting the foregoing criteria. Union Representatives may be allowed a combined total of 14 days for Union training in a calendar year.

b. If the maximum time allocated under this Section is reached, the Employer will consider written requests for a reasonable amount of additional official time on a case by case basis.

Section 14-2. The supervisor will consider request for annual leave or leave without pay from employees, for the purpose of attendance and participation in union conferences and conventions when such leave is requested, in accordance with Article 8, Annual Leave and Article 10, Leave Without Pay.

## Article 15 – Emergency Leave

Section 15-1. When adverse weather conditions such as severe snow, ice, rain, windstorm or other natural calamity interferes with normal transportation to work, all employees shall attempt to report to work as required. In the event the employee cannot report to work, the employee will notify the immediate supervisor on duty. Appropriate leave which may include administrative leave may be granted until the employee can report for duty.

Section 15-2. Emergency requests for leave must be made as soon as possible following notification of the situation.

Section 15-3. Emergency leave is defined as, but not limited to:

a. condition(s) which came to the employee's attention after the employee has left for work,

b. situation(s) of such a serious nature as to justify the employee's inability to report to work, or

c. situation(s) arising during duty hours that necessitate the employee's need to immediately leave work.

Section 15-4. At the time of the emergency request for leave, the Employer may require the employee to state the reason for the request. The reason should be in sufficient detail, to permit the supervisor to make a decision.

Section 15-5. In emergency situations, which preclude advance request and approval, the employee will notify the appropriate supervisor on duty of the emergency and request leave prior to the beginning of the employee's shift on the first day of absence or as soon thereafter as possible. In emergency situations, employees or designee will describe the emergency and give an estimate of the duration of proposed absence.

## Article 16 – Working Conditions and Hours of Work

Section 16-1. Employees are required to perform shift work. The current daily schedule will be posted at all times and will generally forecast a period of at least 30 days. The Employer will endeavor to notify employees of permanent changes in tour of duty, normally within 14 calendar days prior to the change and 7 calendar days of temporary changes except when management determines it would be seriously handicapped in performing its mission or costs would be substantially increased.

Section 16-2. If an employee reports for work at the prescribed starting hour, on a scheduled work day and is prepared for and remains capable of, but is prevented from performing his regularly assigned duties by circumstances beyond his control, the Employer will make every attempt to keep the employee gainfully employed by assigning him/her to other duties. In the event this is not possible, the employee will be excused with no loss of pay or leave, in accordance with applicable regulations (e.g., inclement weather conditions, an act of God, etc.), except in emergency situations, where no advance notice is required.

Section 16-3. The Employer is solely responsible for the implementation of call back procedures for emergencies or contingency operations.

Section 16-4. The noon meal period for Operations employees will normally be scheduled between 1130 and 1300. During this time, employees will be permitted to lie down. The 90-minute period is provided to ensure time for meal preparation and eating with the potential for disruption caused by details and/or emergencies. Employees on a detail or an emergency, who cannot eat their meals during the normal meal period, shall be provided sufficient time after the detail or emergency to prepare and eat their meal and to clean up afterwards.

Section 16-5. Employees designated as “emergency essential” must report for work, unless they have been individually notified by their supervisor that they are excused for the day. Administrative leave may be granted to nonessential employees because of hazardous weather conditions or for other emergency situations.

Section 16-6. Tardiness of 30 minutes or less may be excused by the supervisor when warranted and justified by the circumstances and the employee is not habitually tardy. Tardiness of 31-59 minutes may be excused by the Division Chief when circumstances so warrant. Excused tardiness is not compulsory or even desirable in all cases.

Section 16-7. The time and attendance reports will be entered into the Automated Time and Attendance Production System (ATAAPS).

Section 16-8. The basic tour of duty for Fire Protection Inspector employees is four 9 hour days and one 24 hour shift per week to maintain a 60-hour workweek. Time in excess of 60 hours will be considered overtime.

Section 16-9. Normally, the Fire Protection Inspector tour of duty will be 0700-1700 Monday through Friday to support the mission. The tour of duty for the one 24 hour shift per week will coincide with the employee's permanent schedule.

Section 16-10. Fire Protection Inspectors 30 minute meal break will normally be between 1200 and 1230 hours.

Section 16-11. If employees are assigned to another fire station, upon receiving his/her daily assignment, the Employer will provide transportation to and from that assigned station. The Employer will provide one bag to transport Personal Protective Equipment (PPE) and one bag for personal items.

Section 16-12. Employees may request light duty for non-work related injuries and may be granted light duties commensurate with their medical restrictions in accordance with the Employer's Occupational Health Office, the needs of the government at the Employer's discretion, subject to availability and the best interest of the efficiency of the service.

## Article 17 – Overtime and Call Back

Section 17-1. The Union recognizes the right of the Employer to require overtime work, in order to meet unforeseen emergencies, manpower requirements or for other reasons deemed necessary by the Employer.

Section 17-2. Overtime work performed will be properly recorded and compensated in accordance with applicable laws and regulations.

Section 17-3. The Employer will provide employees as much notice as possible when overtime is required. However, it is recognized that unforeseen requirements may present situations where advance notification is not possible.

### Section 17-4. Overtime Procedure

a. Overtime assignments will be reasonably distributed among employees qualified and available to accomplish the work.

b. Personnel going on Kelly Day break or have scheduled annual leave their next duty day will not be given mandatory overtime unless there are no other qualified employees available to work or under exigent/emergency conditions as approved by the Fire Chief, but can still volunteer for overtime if they choose.

c. In no case will any employee be required or permitted to work more than 72 consecutive hours resulting from any combination of overtime, trade time or regular duty, unless authorized by the Fire Chief, on a case by case basis in response to exigent/emergency conditions. Employees working 72 consecutive hours will normally not return to work until at least 24 hours of off duty time has passed. Return to duty prior to 24 hours in an off duty status must be approved on a case by case basis by the Fire chief.

d. If a person is off duty and wants to volunteer for overtime, he may request to be contacted before mandatory action is used to fill the overtime requirement; however, on duty personnel have priority. To maintain the integrity of the Kelly Day break and the resilience of employees, voluntary requests for overtime that are worked during these break periods will not be consecutive (i.e., an employee may volunteer every other Kelly Day break period). If overtime is worked during a Kelly Day break, voluntary or mandatory, unless authorized by the Fire Chief.

e. When an overtime requirement becomes known, the overtime slot will be opened to volunteers. If no qualified volunteers, the top qualified person from the overtime list(s) (with the exception as mandated in paragraph 17-4B) will be mandated for the overtime position not to exceed 24 hours. Once the overtime slot has been filled by voluntary or mandatory action, it is closed to further consideration unless changes are approved on a case by case basis by the Employer.

f. The employee that works overtime for staffing will move to the bottom of the overtime list(s). A minimum of 8 hours must be worked for any other purpose.

Section 17-5. Employees will be subject to call back for overtime assignments. An employee, who is called back to work, shall receive a minimum of two hours call-back pay.

Section 17-6. The Parties agree that records and rosters of overtime work will be maintained by the Employer, and such records and rosters will be made available for review and duplication to the Union upon request in connection with a complaint or grievance.

Section 17-7. The Parties agree that the provisions of this article (overtime/call back) do not apply to Article 13, Early Relief.

Section 17-8. When overtime is required for an Operation's position, the employee may work the entire overtime requirement or divide the time with up to 2 other employees to provide coverage with the approval of the supervisor before the start of overtime.

Section 17-9. Employees will be paid at the appropriate overtime rate while attending the Employer's directed training.

Article 18 – Merit Promotion

This article is governed by the provisions of the Office of Personnel Management.

## Article 19 – Details and Temporary Promotion

Section 19-1. The Employer will notify the employee as soon as possible of details and temporary promotions.

Section 19-2. The Employer agrees that details and temporary promotions to positions within the bargaining unit shall be consistent with applicable instructions, laws and regulations. Selections for temporary promotions of 120 days or less may be made on a noncompetitive basis. Competitive promotion procedures will be used for temporary promotions over 120 days and for details to higher graded positions for over 120 days. Any detail of more than 30 calendar days shall be reported on Standard Form 52 and be maintained as a permanent record in the employee's official personnel folder. The Employer will inform employees of the reason for the detail and the nature of the detail.

Section 19-3. Compensation will be adjusted in accordance with regulations when an employee is temporarily promoted.

Section 19-4. A record will be kept on the number and duration of details that each employee is assigned. Upon written request, a copy of this record will be provided to the Union in connection with a complaint or grievance.

## Article 20 – Position Classification

Section 20-1. An employee in the unit may consult with their supervisor on an informal basis when the employee alleges inequities in the classification of their position. The employee may be represented by or seek assistance from the Union in pursuing a classification appeal. Employees have the right to appeal their position classification without fear of restraint, prejudice or reprisal.

Section 20-2. Employees may perform minor self-help projects to maintain the facilities and to improve employee welfare and comfort at their discretion with the approval of the Employer.

Section 20-3. An employee may seek adjustment of the pay category, title, series or grade of their officially assigned position under the provisions of the Agency regulations and/or may elect to appeal directly to the Office of Personnel Management (OPM).

Section 20-4. The Employer shall consider the views and recommendations of the Union regarding changes in the position description of its members.

## Article 21 – Performance Appraisals

Section 21-1. This article will be administered in accordance with the Department of Army Performance Management System. Employees shall receive annual appraisals of job performance objectives based on job performance elements and standards established through an analysis of each employee's duties and responsibilities. Job elements and performance standards will be communicated to each employee at the beginning of the appraisal period. There will be a documented progress review midway in the performance period.

Section 21-2. An employee will be given a copy of the performance plan, including critical elements and standards that relate to his position within 30 calendar days after the beginning of the evaluation period.

Section 21-3. At any time a non-probationary employee's performance is considered to be unsatisfactory, the Employer will provide the employee reasonable opportunity to demonstrate satisfactory performance prior to any proposed removal or reduction in grade. The employee will be notified in writing of the unacceptable performance, what action must be taken to improve performance to an acceptable level, and what assistance will be given by the Employer to help the employee improve performance.

## Article 22 – Personnel Movements in Reduction-In-Force (RIF) and Rehiring

### Section 22-1. Controlling Guidelines

All RIF actions will be carried out in strict compliance with applicable laws, regulations, and 5 CFR 351, 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 22-2. Notice to Union

a. The Employer agrees that after it is determined that a RIF 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 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. It is understood that any documents containing information protected by the Privacy Act of 1974 and/or 5 CFR Part 297 cannot be released to employees or the union or may only be released after the information has been sanitized.

### Section 22-3. Notice to Employees

a. Employees affected by a RIF will be provided written notice at least 60 days prior to the effective date of the action. Notices will include specific information about the action and why they are affected. The Union will be notified when letters will be delivered to employees and given the opportunity to be present.

b. Employees under notice of separation or change to lower grade for any reason except personal cause may be granted excused absence for job searches and interviews. Employees competing for positions within the Department of Defense may also be granted excused absence for merit placement interviews. This provision does not cover travel time to job searches and interviews outside the commuting area. Employees are entitled to reasonable use of the following to locate suitable employment: telephone/DSN, reproduction equipment, E-mail, and computers. These employees shall also be entitled to reasonable time, while otherwise in a duty status without charge to leave, to prepare job resumes and/or application forms; participate in employment interviews; and review job bulletins, announcements, etc.

### Section 22-4. 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 employee's option) and permanent positions for which qualified, in accordance with applicable laws and regulations. Acceptance of a temporary appointment within an employee's normal commuting area will not prejudice the 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 22-5. 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 23 – Contracting Out

Section 23-1. The Employer agrees that funds shall not be obligated or expended for the purpose of entering into a contract for the performance of firefighting functions pursuant to 10 USC 2465.

Section 23-2. The Employer agrees to notify the Union if the current status on contracting-out changes and a decision is made to contract-out or to change the work technology which would result in the abolishment of positions encumbered by the employees.

## Article 24 – Equal Employment Opportunity (EEO)

Section 24-1. The Employer agrees that all employees must have equal employment opportunities and that no one is discriminated against because of race, color, creed, sex, sexual orientation, national origin, age, marital status, handicapping condition, or political affiliation or membership in a labor organization.

Section 24-2. The responsibility for counseling employees who allege discrimination based on race, color, creed, sex, sexual orientation, national origin, age, marital status, handicapping conditions, and the formal investigation and adjudication, of EEO complaints, rests with the Employer.

## Article 25 – Health, Morale and Welfare

Section 25-1. Space allocated in the fire station as living quarters is for the use and benefit of fire department employees. These areas will not be used as public facilities.

Section 25-2. The Employer shall establish a Fitness and Wellness Program in accordance with applicable regulations, implementing IAFC/IAFF's "The Fire Service Joint Labor Management Wellness-Fitness Initiative" to enable employees to maintain an appropriate level of fitness to safely perform their assigned functions.

Section 25-3. The Employer agrees that employees may use the installation's gymnasiums and exercise equipment for the purpose of exercising and physical fitness, at no cost to the employee.

Section 25-4. The Employer agrees that the employees may use FMWR facilities for morale purposes (i.e., basketball and volleyball) at the expense of the employee and at the discretion of the assigned supervisor.

Section 25-5. The Employer agrees to provide and replace as needed two full sets of gym clothing consisting of tee shirts, shorts, sweat shirts, sweat pants and one pair of workout shoes. Exceptions to the standard issue workout shoes must be properly documented and accepted by the Employer.

Section 25-6. The Employer will continue to provide safe and adequate parking convenient to each fire station.

Section 25-7. The Employer agrees to allow employees limited shopping privileges at the Post Exchange (known as the PX-tra), food courts, shoppettes, FMWR facilities, and restaurants for food items or any personal consumable items. Employees are authorized to shop off the installation for meals utilizing government vehicles.

Section 25-8. The on-duty Assistant Chief may allow attendance of religious services held on post in any of the Department of the Army Chapels for reasonable times and durations, if attendance does not violate law, rule, regulation, or the rights of other employees, or compromise the mission or safety of the Installation. Individual requests will be handled on a case-by-case basis on the day the request is made. No blanket approval or disapproval will be made for any future time periods.

Section 25-9. A uniform allowance helps Fire Department employees pay for the uniform. It must not exceed the maximum authorized under Title 10 United States Code Section 1593. The Employer does not categorize uniform allowances paid under this Instruction as pay, salary, or compensation. To establish an allowance, consider the quality and quantity of each uniform item that Fire Department employees need to maintain a satisfactory standard of appearance. Employees will be paid a uniform allowance of \$800. The employee will submit all receipts for reimbursement up to \$1600. Submit all receipts to the Deputy Fire Chief or designee for reimbursement processing. Initial uniform allowance documentation will be submitted to Resource Management for funding, normally within 14 calendar days. Employee's annual uniform allowance request will be submitted for funding during their anniversary month.

a. Required Work/Station Uniform Items (Purchased with Uniform Allowance and NFPA Compliant)

(1) Work Shirt (2 Short Sleeve and 2 Long Sleeve)

a. Navy Blue for Fire Fighters

b. Powder Blue for Captains

c. White for Fire Inspectors

(2) Polo Shirt (2 Short Sleeve and 2 Long Sleeve)

a. Navy Blue for Fire Fighters

b. Powder Blue for Captains

c. White for Fire Inspectors

(3) Navy Blue Work Pants (4)

(4) Black Belt (1)

(5) Navy Blue or Black Socks (4)

(6) Black Necktie (1)

b. Required Work/Station Uniform Items (Purchased by the Department and NFPA Compliant)

(1) Navy Blue T-Shirt (Short Sleeve) with Silk Screened Division Logo (4)

a. Gold for Officers

b. White for Fire Fighters

(2) Navy Blue T-Shirt (Long Sleeve) with Silk Screened Division Logo (2)

a. Gold for Officers

b. White for Fire Fighters

(3) EMS Work Coat/Weather Gear with Liner and Reflective Metal Badge (1)

a. Silver for Inspectors and Firefighters (2)

b. Gold for Captains (2)

(4) Division Patch (4)

(5) U.S. Flag (4)

(6) Baseball Cap (Fitted and Adjustable) (2)

(7) Collar Insignia

a. Coat (1)

- b. Uniform (1)
  - (8) Name Tags (2)
  - (9) Safety Footwear (1)
  - (10) Work Gloves (2)
  - (11) Hat Badge (1)
  - (12) Safety Glasses (Non-Prescription) (1)
- c. Required Physical Training Uniform Items (Purchased by the Department and NFPA Compliant)
  - (1) T-Shirts (Short Sleeve) (2)
  - (2) Shorts (2)
  - (3) Sweat Shirt (1)
  - (4) Sweat Pants (1)
  - (5) Athletic Shoes (1)
- d. Optional Clothing (Purchased with Uniform Allowance and NFPA Compliant)
  - (1) EMS Cargo Pants
  - (2) Black Emergency Rescue Riggers Belt
  - (3) Black Gloves
  - (4) Black Watch/Knit Cap or Beanie (No Visible Logos)
  - (5) Navy Blue Job Shirt (Captains and Firefighters)
  - (6) Grey Job Shirt (Fire Inspectors)
  - (7) Baseball Cap (Identification/Design or Approved Company Logo on Front)
  - (8) Black Light Weight Jacket
  - (9) IAFF Identification
    - (a) Pins (worn on the left pocket flap of Class B uniform shirt)
    - (b) IAFF Local F-287 Embroidered Logo (1/2 inch block letters with corresponding color to position on the bottom left sleeve of the polo shirt)
- e. Patches/Logos
  - (1) Master Firefighter (scramble surrounded by a wreath worn as collar brass and a silver Master Firefighter badge)
  - (2) Senior Master Firefighter (scramble surrounded by a wreath with a star on top and a silver Senior Master Firefighter badge)

(3) National Registry and Virginia EMS patches may be worn in place of the American Flag on Class B uniform shirts

(4) Silk Screen Union or Company logos approved by the Fire Chief may be worn in place of the Division logo on uniform t-shirts purchased by the employee

f. Optional Uniform Identifiers for Polo and Job Shirts

(1) Fire Inspector

(2) Firefighter

(3) Fire Medic

(4) Master Firefighter

(5) Senior Master Firefighter

(6) Captain

(7) EMT B, I or P

Section 25-10. Employees who are members of the Crater Regional Technical Rescue and/or Crater Regional HazMat Team may wear team clothing for team training/approved activities and responses. The Employer will provide the employees with team clothing on an as needed basis.

Section 25-11. Shorts are optional clothing and must be of conventional or cargo style uniform design, without cuffs, navy blue in color. Shorts will be of contemporary uniform design, in regards to pocket styles, belt loops and zipper design. Shorts length will not extend below the bottom of the center of the knee cap or higher than two inches above the center of the knee cap when standing.

Section 25-12. When wearing shorts, short sleeve polo shirts are required.

Section 25-13. Shorts or short sleeve shirts may be worn when the outdoor temperature is 75 degrees or higher. The Fire Chief (or designee) may deviate from this on a case-by-case basis for changes of command, meetings, public displays, etc.

Section 25-14. The Class B polo or job shirt will be worn when employees leave the immediate vicinity of the Fire Station unless responding to an emergency or participating in a work detail.

Section 25-15. The Fire Chief may direct Class B uniform be worn on appropriate occasions. All employees will have available at the Station, a Class B uniform (ready at all times). The shirt will be short or long sleeve with proper shirt brass and black tie.

Section 25-16. Long and short sleeve t-shirts, sweatshirts, sweatpants, and uniform tennis shoes may be worn inside the Fire Station after 1700 hours after all work assignments are completed. Proper safety equipment must be worn when performing work assignments.

Section 25-17. T-shirts and sweatshirts may be worn while working in and around the F&ES facilities after roll call.

Section 25-18. A semiannual uniform inspection may be held. Uniform inspections may also be conducted at the discretion of the Fire Chief.

Section 25-19. The Employer is responsible for arranging the cleaning of contaminated or potentially contaminated NFPA compliant/non-compliant uniforms. This may be accomplished by providing laundry equipment in the Fire Station (self-service) or by arranging for commercial cleaning.

Section 25-20. The Employer shall provide sleeping quarters for all employees' duty shift that promote comfort and relaxation. Each room shall be shared by two firefighters of different crew/shift so that the room is never occupied simultaneously. Bunk rooms shall be furnished with night stands, desk (space permitting), reading lamps, beds, mattresses, wall lockers, and telephones. The Employer agrees to furnish each station with proper equipment in good working order including: lounge area with normally acceptable living room style reclining furniture, commercial cooking stove(s), pots/pans, cooking, eating and drinking utensils, commercial refrigerator(s), microwave(s), and commercial dishwasher.

## Article 26 – Injury Compensation

Section 26-1. The Employer agrees that assistance will be provided to expedite employee claims in the filing of all compensation claim forms. The parties agree that employees injured on the job will report injuries, no matter how slight, to their immediate supervisor. Injuries or occupational disease exposure should be reported preferably before leaving the work site, on the shift during which the injury occurred, but not later than 48 hours after the injury or exposure. Such reports shall be made on the Office of Federal Employees Compensation (OFEC) Form CA-1. Supervisors shall help the employee in filling out this form. If the employee's injuries prevent their making this report, the report may be submitted by the employee's supervisor. The immediate supervisor may assist the employee in the filling out and filing of all necessary forms.

Section 26-2. If an employee of the unit is transferred to another shift while on compensation, the employee may request to return to the previously assigned shift by submitting a written request to the Fire Chief or designee. A written response will be furnished within 7 days of the receipt of the request.

Section 26-3. Insofar as practicable, the Employer shall allow employees injured on duty to perform "light duty", commensurate with instructions, of the Agencies Occupational Health Office.

## Article 27 – Training

Section 27-1. The parties agree that the training and development of employees is a matter of significant importance to the parties.

Section 27-2. The Employer will provide training opportunities to enable employees to do their present job safely and effectively. The Employer agrees to meet with the Union annually for the purpose of discussing training courses for its members. The Employer will agree to consider training proposals submitted by the Union including those proposed training courses that may require travel funds.

Section 27-3. The Employer encourages the submission of training proposals by the Union prior to the end of each fiscal year so that the need can be considered during the budget planning process. Any employee desiring to attend training will submit a completed request form to their Assistant Chief. A copy of the training announcement/brochure will be submitted with the request when available. Request for training must be submitted 10 days prior to class dates. In certain cases, depending on the validity of request, and need for specific training, a request under the 10-day time limit may be allowed. Approval/disapproval must be returned to the employee within a reasonable amount of time.

Section 27-4. The Employer further agrees to maintain a library with appropriate literature, periodicals, as well as computers for on-line classes, Career Development Courses (CDC), and research.

Section 27-5. When required by the Employer for the employee's current position (Fire Protection/EMS, Fire Prevention), the Employer agrees to assist in obtaining CEUs and maintaining the certifications which shall include, but is not limited to offering the necessary and/or relevant training to the employees.

Section 27-6. Weather conditions such as extreme heat, cold or high winds will be considered by the Employer in accordance with the Directorate of Plans Training Mobilization and Security (DPTMS) wet bulb globe temperature readings in determining when outdoor training or drill will be conducted.

Section 27-7. The Employer agrees to provide training and counseling on Firefighter Special Retirement provisions every other year for unit employees. Employees at any stage of their career may attend this training.

## Article 28 – TDY Selection Process

The Employer will determine TDY requirements and make employee selections based upon mission requirements, the employee's service computation date (SCD), and performance.

## Article 29 – Safety and Occupational Health

Section 29-1. The Employer shall provide and maintain safe working conditions and industrial health protection which is free from recognized hazards for employees in accordance with Fire Department standing operating procedures. The Union agrees to cooperate by encouraging all members to observe precautions, and to work in a safe manner.

Section 29-2. In accordance with Article 3, the Employer agrees to notify the Union, prior to issuing local safety or health regulations or policy which would impact upon the working conditions of the bargaining unit.

Section 29-3. The Employer shall provide for the inspection and testing and proper maintenance of emergency services equipment. 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. New and replaced equipment will meet applicable standards. The Employer agrees that all firefighting, EMS equipment and apparatus will receive priority for maintenance. All repairs will be accomplished by qualified personnel.

Section 29-4. The Employer will welcome at any time, from individual employees or from the Union, suggestions which offer practical and economically feasible ways of improving safety conditions. Any Union representative may upon request, meet with the Employer without loss of pay or leave to consider safety or health problems and make recommendations. The Union President or designee will be a member of the Safety Committee.

Section 29-5. When the Employer has made the determination that the need exists and requires the use of safety equipment, personal protective equipment (PPE) and other devices necessary for the employee's protection, these items will be provided by the Employer. The Employer agrees to furnish the following PPE but not limited to (2) turnout coats, (2) turnout pants, firefighting safety boots, helmets, (2) nomex hoods, (2) sets of gloves and safety glasses. All gear shall be of proper size to fit the employees. All PPE will comply with the appropriate NFPA Standards. Employees will be allowed to apply NFPA compliant IAFF logo's on Division issued helmets and hard hats. Facilities for cleaning of issued clothing shall be provided by the Employer. The Employer shall investigate any complaints brought to his/her attention about the serviceability of the turnout gear, and make necessary adjustments or replacement.

Section 29-6. Every 12 months, all fire-fighting personnel in the GS-0081 Series will be required to take a medical physical examination to determine if they are physically fit for the job to which they are assigned in accordance with NFPA 1582 and AR 420-1, Chapter 25. The medical determination will be similar to that given on initial appointment, and will be conducted by Occupational Health. The Employer is responsible for scheduling and coordinating the physical examination.

Section 29-7. The Employer agrees to cooperate with the Union in providing upon request a yearly record of all on the job injuries and job related illnesses that occur. The record includes the age, type of injury or illness, location of injury (responding to an

incident, on the fire ground, etc.), and the number of work hours lost. The record will be sanitized by the Employer by removing the names of the employees and any identifying information in accordance with the Privacy Act. These records will be used by the Union for submission to the IAFF yearly Death and Injury Survey.

Section 29-8. The Employer will maintain an up-to-date Hazardous Materials Exposure Record for employees exposed to infectious diseases and hazardous materials.

Section 29-9. The Employer will maintain an awareness of the condition of employees operating within their span of control during emergencies/training and ensure that adequate steps are taken to provide for their safety and health. The command structure will be utilized to request relief and reassignment of fatigued crews, when necessary. Care should be exercised by incident commanders/instructors to utilize employees within his/her physical capacities.

Section 29-10. When conditions are deemed unsafe by the Installation Operations Center (IOC), all unnecessary emergency services responses will be terminated and calls will be prioritized until conditions are deemed safe for employees to continue responses.

Article 30 – Public Safety Officer’s Benefit Act (PSOB)

The Employer agrees to support the Public Safety Officer’s Benefit Act, and assist in providing information and applicable assistance to the immediate family.

## Article 31 – Alcohol and Drug Abuse

The Employer and the Union recognize that coordinated efforts between labor and management is vital to the success of the Employee Assistance Program in order to lessen the negative impact on the employee and the Employer, of drug and alcohol misuse and other personal problems, which may affect job performance.

## Article 32 – Disciplinary Actions

Section 32-1. Disciplinary actions are reprimands and suspensions of 14 calendar days or less, and are grievable under the negotiated grievance procedures.

Section 32-2. Letters of caution or warning are not disciplinary actions. They are not grievable under the negotiated grievance procedure, and will not be placed in the employee's eOPF.

Section 32-3. Disciplinary actions will be effected in accordance with the provisions of 5 USC Chapter 75 and/or 5 CFR Chapter 752 and the corresponding Employer regulations. Such action will reflect the corrective or punitive actions reasonably expected to achieve or attain the purpose, for which the action was initiated.

Section 32-4. Any employee who is issued a notice, of proposed disciplinary action, will be informed of and given all rights due the employee. An extra copy of the notice will be given to the employee.

Section 32-5. In accordance with the Federal Service Labor-Management Relations Statue (FSLMRS), 5 U.S.C. Chapter 71, Section 7114 (a)(2)(B), employees have the right to request Union representation in conjunction with investigations conducted by management representatives under certain conditions.

Section 32-6. Employees may request representation from the Union at any investigative examination/interview where the employees reasonably believes the examination may result in disciplinary action being taken. The employee may make this request prior to or during the interview.

## Article 33 – Adverse Actions

Section 33-1. Adverse actions are removal, suspensions of more than 14 days, reduction in pay or grade, or furlough for 30 days or less..

Section 33-2. Actions under this article will be effected in accordance with applicable regulations and the employee will be afforded the opportunity to be represented.

Section 33-3. Actions under this article may be appealed utilizing the negotiated grievance procedures or to the Merit Systems Protection Board (MSPB), but not both.

## Article 34 – Grievance Procedures

Section 34-1. The purpose of the article is to provide a method acceptable to the Parties for prompt and equitable settlement of grievances.

Section 34-2. A grievance means any complaint

a. By any employee, in the unit, concerning any matter relating to the employment of the employee;

b. Or by any employee, the Union, or Employer concerning either:

(1) The effect or interpretation, or claim of breach of a collective bargaining agreement, or

(2) Any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment.

c. Except it shall not include a grievance concerning:

(1) Any claimed violation of Subchapter III, Chapter 73, 5 U.S.C. (relating to prohibited political activities)

(2) Retirement, Life Insurance or Health Insurance

(3) A suspension or removal for security reasons, under Section 7532, 5 U.S.C.

(4) Any examination, certification or appointment

(5) Classification of any position, which does not result in the reduction, in grade or pay of an employee

(6) Unfair Labor Practices

(7) Prohibited Personnel Practices

(8) Matters which have been filed as EEO complaint

(9) Inasmuch as rights of reemployment, reinstatement, or restoration are rights that originate at a time when the individual is not an employee, the following areas are not covered by this procedure (This section does not exclude reemployment rights upon an employee's completion of an overseas assignment.)

(a) A violation of reemployment priority rights, appealable to the MSPB

(b) A violation of reemployment or reinstatement rights appealable to the MSPB

(c) A violation of restoration rights following military duty or recovery from compensable injury appealable to the MSPB

(10) Excerpts in this Agreement from Controlling laws and regulations

(11) Counseling

(12) Matters related to RIF

(13) Denial of within-grade increases

(14) Non-selection from a proper referral list or certificate of candidates

d. This negotiated procedure shall be the exclusive procedure available to the Union and the employees, for resolving such grievances as defined in this Section, except for actions as provided in 5 U.S.C. 7121(e), for which the employee can elect the negotiated grievance procedure or the statutory appeal procedure, but not both.

Section 34-3. The Employer and the Union agree that every effort will be made to settle grievances at the lowest possible level. If the matter is not resolved at this informal stage, the formal written procedure described in Step 1 will be used.

a. Step 1. The employee and his representative will orally present the grievance to the immediate or first line supervisor within 15 calendar days after the specific act or occurrence of the incident. If the matter cannot be resolved, or if it is outside the scope of the supervisor's authority, the discussion will serve as a basis for clarifying the problem and determining the appropriate person(s) to consider the grievance at the next step. The supervisor communicates a decision to the employee/representative within 3 calendar days after the grievance meeting.

b. Step 2. If the grievance is not resolved at the informal step, the grievance may be discussed within the next 10 calendar days by the aggrieved employee, the supervisor and the official(s) at the activity (below the Commander) normally having authority to make decisions on the matter involved in the grievance, and a representative of the Union. The consideration afforded the grievance during this discussion will be informal; however, a Memorandum for Record will be prepared by the employee's supervisor, briefly summarizing the grievance, the consideration afforded it, the conclusions reached, and the course of action decided upon during the discussion. The Memorandum for Record will be provided to all parties within 5 calendar days.

c. Step 3. If an acceptable solution to the grievance has not been reached, the employee may prepare a written grievance specifying the issue(s) and the corrective or remedial action sought. The written grievance must be submitted within 10 calendar days after receipt of the required Memorandum for Record in the previous step, to the Commander or designee for a decision. A written decision will be rendered within 15 calendar days.

d. Step 4. If the Union decides to submit the grievance to arbitration, the Union will submit the arbitration request to the Commander within 15 calendar days after receipt of the written decision. If the Union does not submit the arbitration request to the Commander within 15 calendar days from the date of the decision, that decision will become final.

Section 34-4. An employee has the right to present and process a grievance under this procedure on his/her own behalf. In such cases, the Union has the right to have a Union representative present during all steps of the grievance procedure.

Section 34-5. Union Grievances other than specific employee grievances, may be initiated only by the President of Local F-287, or designee, and will be submitted in writing to the Commander or designee within 15 calendar days of the date of the specific act or occurrence of the incident prompting the grievance. The Commander, or designee, will meet with the President of Local F-287, or designee, within 15 calendar days after receipt of the written grievance. Only the original grievance will be discussed at the Commander's meeting. New items will be treated as a separate grievance and will have to go through the Grievance Process. The Commander or designee will render a decision in writing within 10 calendar days after the meeting is conducted. The Union may invoke arbitration if not satisfied with that decision.

Section 34-6. Employer Grievances. Employer Grievances will be initiated by the Commander, or designee, and will be submitted in writing to the President of Local F-287. The Commander or designee will meet within 15 calendar days with the Union designee to assure that all pertinent facts are available. The Union will provide the Commander or designee with a written decision within 10 calendar days after the meeting. The Employer may invoke arbitration if not satisfied with that decision.

Section 34-7. The Parties recognize the principles that the employee must follow instructions first, and then may file a grievance.

Section 34-8. It is agreed that when several employees have an identical grievance, the grievances will be consolidated into one grievance.

Section 34-9. In the event either Party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. All disputes of grievability and arbitrability shall be referred to arbitration as threshold issues in the related grievance.

Section 34-10. All time limits in this procedure may be extended by mutual consent of the parties, and any such extensions of time shall be officially recorded and signed by the parties to the grievance. Failure on the part of the Employer to meet its time limits shall allow the grievant(s) to move the grievance to the next step of the procedure. Failure by the employee or the Union to meet its time limits will grant the Employer the authority to terminate the grievance at that step the employee or the Union failed to meet the time limit requirement.

## Article 35 – Arbitration

Section 35-1. If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedures, such grievance upon written request by either the Employer or the Union to the other Party within 15 calendar days after issuance of the final decision will be submitted to arbitration.

Section 35-2. Within 5 calendar days from the date of the request for arbitration, either Party will request the Federal Mediation and Conciliation Service to provide a list of seven impartial persons qualified to act as an arbitrator. The Parties will meet within 10 calendar days after receipt of the list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of seven and will then repeat this procedure until one person remains who will be the duly selected arbitrator. The order of striking is determined by the flip of a coin.

Section 35-3. The Federal Mediation and Conciliation Service will be empowered to make a direct designation or an arbitrator to hear the case in the event:

- a. Either Party refuses to participate in the selection of an arbitrator, or
- b. Upon inaction or undue delay on the part of either Party.

Section 35-4. If the Parties fail to agree on a joint submission of the issue for arbitration, each will submit a separate submission and the arbitrator will determine the issue or issues to be heard.

Section 35-5. The arbitrator's fee and the expense of the arbitration, if any, will be borne equally by the Employer and the Union. The arbitration hearing will be held, if possible, on the Employer's premises.

Section 35-6. The arbitrator will be requested to render a decision as quickly as possible, but in any event, not later than 30 calendar days after the conclusion of the hearing, unless the parties mutually agree to extend the time limit.

Section 35-7. The arbitrator's award will be binding on the Parties.

Section 35-8. Any dispute over the interpretation of an arbitrator's award will be returned to the arbitrator for settlement.

Section 35-9. Either the Employer or the Union may decide to have arbitration hearings recorded and/or transcribed. If so, all resulting costs will be paid by the Party that made the request. Should the arbitrator decide that such recording and/or transcription is necessary or should the Employer and the Union so decide jointly, all resulting costs will be shared equally by the Employer and the Union.

Section 35-10. Implementation of an arbitration decision will be initiated within 30 calendar days of receipt of the arbitrator's award or an interpretation of the award or receipt of an appeal decision.

Section 35-11. The arbitrator's authority to grant attorney fees will be consistent with the FSLMRS.

## Article 36– Unfair Labor Practice (ULP) Charges

Section 36-1. 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 36-2. 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 15 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 Union President or designee to discuss the alleged unfair labor practice(s). Such meeting shall normally take place within 10 calendar days of receipt of written notice by a responding Party as provided above. Any such meetings at the Command level will be held only upon mutual agreement.

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

- (1) The issue
- (2) Facts leading to the alleged ULP
- (3) Identity of the witnesses the charging Party desires to be contacted
- (4) Arrangements for further discussion between the parties

f. The responding Party may then 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 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 36-3. Allegations involving Section 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 36-4. Where the parties execute a settlement agreement resolving a particular allegation, that allegation shall be precluded from further processing before the Authority.

Section 36-5. Disputes over interpretation of this Article or over the interpretation and application of this Article shall be resolved exclusively under the Negotiated Grievance Procedures.

## Article 37 – Payroll Withholding of Dues

Section 37-1. The Union and the Employer agree that any eligible employee who is a member of the bargaining unit, in good standing of the Union, may authorize an allotment of pay for the payment of dues for membership, provided:

a. The employee continues his employment in the unit, for which exclusive recognition has been granted,

b. The employee has voluntarily submitted a request for such allotment of pay, and

c. The employee received each pay period sufficient net salary to cover the allotment after other legal and required deductions have been made.

Section 37-2. The Union agrees that it will be responsible, during non-work time, for providing the Standard Form (SF) 1187, Request for Allotment of Labor Relation Dues to its unit members.

Section 37-3. A Union Officer will complete Section A of the authorization form and submit form(s) to the LMER team, Civilian Personnel Advisory Center (CPAC) for processing by the Customer Service Representative Office (CSRO).

Section 37-4. Authorizations received in the CSRO will be effective in the next regular biweekly deductions will continue in effect until the allotment is terminated.

Section 37-5. The amount of dues to be withheld shall be in accordance with Section 7115 of 5 U.S.C., Chapter 71. The amount to be withheld shall be the same for all members of the Union, written notification of the new amount and the effective date will be made through the CPAC to the CSRO. Changes in the amount of dues to be deducted will not be made more than twice every twelve (12) months.

Section 37-6. The dues will be remitted to the Treasurer, IAFF Local F-287, by Automatic Electronic Fund Transfer after the completion of each bi-weekly pay period.

Section 37-7. Revocations will be effective at the beginning of the first full pay period following the employee's anniversary date of the employee's signed dues withholding (SF 1187), based on a properly executed SF 1188, Request for Cancellation of Labor Relation Dues.

Section 37-8. The Union will notify the LMER team, CPAC when an employee with a current allotment ceases to be a member in good standing. The CSRO will terminate the allotment upon receipt of the information.

Section 37-9. An allotment shall be terminated when the employee leaves the unit as a result of any type of separation, transfer, or other personnel action; when this agreement providing for dues withholding is suspended or terminated by an appropriate authority outside Department of Defense; or when the employee has been suspended or expelled from the labor organization.

Section 37-10. The allotments for all employees who are members of the Union will be terminated if the Union loses eligibility for exclusive recognition.

## Article 38 – Duration and Approval of the Agreement

Section 38-1. This Agreement shall remain in full force for three years following the date of approval by the Garrison Commander.

Section 38-2. At least 60 but not earlier than 105 calendar days prior to the normal expiration date of the Agreement, either Party may give written notice to the other for the purpose of commencing renegotiation of the Agreement. The existing contract will remain in full force and effect until a new contract is approved by both Parties. If neither Party serves notice to renegotiate this Agreement, the Agreement will be automatically renewed for three-year periods subject to other provisions of this article.

Section 38-3. It is recognized that amendment(s) to this Agreement may be required because of changes in applicable laws, rules, regulations, or policies issued by higher authority after the effective date of this Agreement. Where substantive changes have the effect of negating or changing the basic Agreement, the Parties shall meet for the purpose of negotiations as provided in Article 3, Matters Subject to Consultation and Negotiation. The nature of the desired revision and reason therefore shall be given by the sponsoring Parties with a required response in 10 calendar days from the other Party. Amendments shall be effective on the date they are approved as provided in Section 38-1 of this article.

Section 38-4. The Parties agree that once each year of this Agreement that either party may request to reopen negotiations on amendments to this Agreement of no more than three articles per Party per year. Such negotiations may begin no earlier than the anniversary date of the signing of this Agreement. It is understood by the Parties that there is no requirement of either Party to exercise the provisions of this Section if they feel that there is nothing that they wish to reopen for negotiations. In such cases, if the Parties do not reopen any articles for negotiations, the Parties will wait until the next anniversary before they can again propose Articles for reopener negotiations. That nature of the desired revision(s) and reason therefore shall be given by the sponsoring Party with a required response for the other Party within 30 calendar days from the other Party. Negotiations will then begin no later than 30 calendar days thereafter.

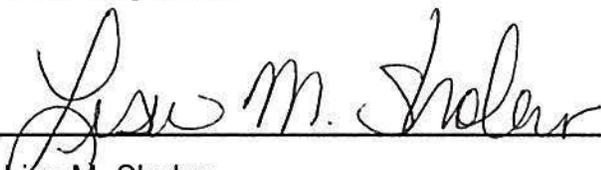
Section 38-5. An electronic copy of this contract will be provided by the Employer to the Union.

IN WITNESS WHEREOF, the Parties have entered into this Agreement.

US Army Garrison – Fort Lee

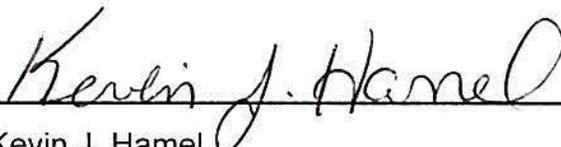
 25 July 17  
\_\_\_\_\_  
Melissa S. Magowan  
Deputy to the Garrison Commander

 13 Jul 17  
\_\_\_\_\_  
Tony Dewitt  
Chief Negotiator

 13 July 2017  
\_\_\_\_\_  
Lisa M. Sholar  
Labor Relations Officer

International Association of Fire Fighters

 13 July 2017  
\_\_\_\_\_  
Bruce F. Poore  
IAFF 16th District Service Representative

 13 July 17  
\_\_\_\_\_  
Kevin J. Hamel  
President Local F-287