

NEGOTIATED AGREEMENT

BETWEEN

UNITED STATES MILITARY ACADEMY

AND

**INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS**

WEST POINT LOCAL F-7

TABLE OF CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
	Preamble	3
	Support of Common Goals	3
	Partnership Commitment	4
	Witnesseth	5
Article 1	Exclusive Recognition, Unit Designation, and Coverage Agreement	6
Article 2	Application of Federal Laws and Regulations	7
Article 3	Union Rights and Union Representation	8
Article 4	Employer Rights	11
Article 5	Employee Rights	13
Article 6	Matters Subject to Consultation and Agreement	14
Article 7	Grievance Procedure	16
Article 8	Arbitration Procedure	22
Article 9	Unfair Labor Practice	24
Article 10	Leave Administration	25
Article 11	Sick Leave	26
Article 12	Exchange of Duty/Shift Exchange	29
Article 13	Hours of Work and Tours of Duty	30
Article 14	Overtime/Mandatory Overtime	31
Article 15	Safety and Occupational Health	32
Article 16	Health, Welfare and Morale	36
Article 17	Fitness for Duty	39
Article 18	Injury and Compensation	42
Article 19	Discipline/Adverse Actions	44
Article 20	Career Training	46
Article 21	Promotions/Vacancies	48
Article 22	Classification of Position Descriptions	49
Article 23	Details	50
Article 24	Reduction in Force	51
Article 25	Equal Employment Opportunity	52
Article 26	Ancillary Agreements	53
Article 27	Uniforms	54
Article 28	Parking	55
Article 29	Dues Withholding	56
Article 30	General Provisions	58
Article 31	Duration of Agreement	60
Appendix A	Official Time Report	61

PREAMBLE

This AGREEMENT is made by and between the United States Military Academy (USMA), West Point, New York, (hereinafter referred to as the "EMPLOYER") and the International Association of Firefighters (IAFF), Local F-7, (hereinafter referred to as the "UNION") and collectively referred to as the "PARTIES".

SUPPORT OF COMMON GOALS

The PARTIES agree to support, affirmatively and positively, the following major goals common to the EMPLOYER and the UNION: providing for participation by employees in formulating and implementing personnel policies and practices affecting the conditions of employment; safeguarding employee health and safety; developing and using employee skills; promoting work attendance; improving the utilization of time and materials; and improving the labor-management relationships in dealings between employees, the UNION and the EMPLOYER in the conduct of public service as specified in this collective bargaining agreement.

PARTNERSHIP COMMITMENT

The PARTIES recognize the dedicated, professional, and concerned employees of the West Point Fire and Emergency Services Division as the means of providing effective and ever-improving fire and emergency services. The PARTIES seek to foster a continuing attitude of cooperation in the workplace and to establish a work environment which encourages innovation and flexibility. It is the intention of the PARTIES to maintain a safe, healthy, and quality workplace, where people are treated fairly and equitably. The PARTIES affirm to respect each other and work together to accomplish the EMPLOYER's mission. Both the EMPLOYER and the UNION recognize that, while we have many common interests, we may also have legitimate differences, which must be respected and understood. The EMPLOYER and the UNION resolve not to let specific disagreements affect their positive relationship and this partnership.

WITNESSETH

WHEREAS, the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations 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 settlement of disputes between employees and their employers involving conditions of employment;

and

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

and

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

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

ARTICLE 1

**EXCLUSIVE RECOGNITION, UNIT DESIGNATION AND COVERAGE
AGREEMENT**

Section 1. Exclusive Recognition. The EMPLOYER hereby recognizes the UNION as the exclusive agent and representative for all employees within the bargaining unit as defined in Section 2 below.

Section 2. Applicability. The bargaining unit to which this AGREEMENT is applicable is composed of all personnel, excluding supervisory personnel, who are assigned to primary duties involving firefighting, fire protection, and fire prevention and are directly assigned to the West Point Fire and Emergency Services Division.

Section 3. Communications. Paper copies of formal communications between the UNION and the EMPLOYER shall be transmitted via US Mail to their respective addresses and not through the installation mail system. This requirement may be waived by mutual consent of the PARTIES as necessary.

Section 4. Termination of AGREEMENT. The termination of this AGREEMENT shall not in itself terminate the status of recognition granted the UNION.

ARTICLE 2

APPLICATION OF FEDERAL LAWS AND REGULATIONS

Section 1. Application. It is agreed and understood that in the administration of all matters covered by this AGREEMENT, the EMPLOYER, the UNION, and unit employees are governed by existing laws (including the Statute), future laws, and existing or future policies and regulations of appropriate authorities, such as Presidential Executive Orders, Office of Personnel Management policies, guidelines, and regulations; and Department of Defense policies, guidelines and regulations, Department of the Army policies, guidelines, and regulations, USMA policies, guidelines, and regulations, and West Point Fire and Emergency Services Division Standard Operating Procedures. It is also agreed that higher authority regulations issued during the life of this AGREEMENT will not be applied if such application would be inconsistent or in conflict with existing provisions of this AGREEMENT unless agreed to by mutual consent of the PARTIES.

Section 2. Availability of Rules and Regulations. Pursuant to 5 USC 7114 (b)(4) and upon request, the EMPLOYER, or their representatives, will make available to the UNION a copy of existing policies and regulations, instructions and/or notices, West Point Fire and Emergency Services Division SOPs, and regulations or laws which involve personnel policies and/or practices and/or matters affecting working conditions of unit employees if reasonably available.

ARTICLE 3

UNION RIGHTS AND UNION REPRESENTATION

Section 1. Rights and Representation. With regard to Union Rights and Representation as it relates to the Statute, the UNION is entitled to all provisions under 5 USC 7114 and any other applicable regulation. The UNION however, does not have the duty or responsibility to represent bargaining unit employees that are non-members of IAFF Local F-7 in any appeals procedures. The EMPLOYER agrees that there shall be no restraint, interference, coercion, or discrimination against a Union officer/steward due to Union affiliation or representation.

Section 2. Official Recognition. The EMPLOYER agrees to recognize the elected and/or appointed officers and Executive Board of IAFF Local F-7. The UNION agrees to submit to the EMPLOYER, within ten (10) calendar days of election and/or appointment a list of officers and Executive Board, and to update the names as changes occur. The UNION shall maintain sole discretion with regard to choosing and assigning Union representation on any issue.

Section 3. Official Time.

a. The EMPLOYER agrees to authorize the Union President or his/her designee a reasonable amount of official time to perform representational activities. Normally, the Union President shall have a minimum of one and one half (1.5) hours per duty day to perform representational duties. The EMPLOYER will approve the Union President's request for additional official time to the maximum extent possible, mission and duty permitting. Requests for additional official time will be routed through the Assistant Chief or the shift supervisor.

b. Official time is not authorized for such activities as solicitation of membership, collection of employee dues, campaigning for offices, or other matters pertaining to the internal business of the UNION.

c. Normally, representational activities shall be conducted during hours of work (0700 - 1630).

d. In all cases, the shift supervisor of the Union Officer will keep an accurate account of any and all official time for representing the UNION in the negotiation of a collective bargaining agreement or for representational functions. Prior to the close of each pay period, the Union Officer will complete an Official Time Report (see Appendix A) and submit electronically to his/ her shift supervisor.

e. The EMPLOYER shall provide the Union President adequate time and transportation in order to inspect the working and living conditions at all stations. Normally, the Union President will be free to conduct these duties once each month.

Section 4. Logistic Support. The EMPLOYER agrees to provide the designated office space currently located in Fire Station 2 and access to automation for IAFF Local F-7. It is agreed that this office space shall be reserved for the exclusive use of the UNION and shall not be changed unless mutually agreed by the PARTIES. The EMPLOYER further agrees that no one shall be authorized entry into the UNION'S office space without the expressed permission of the UNION or EMPLOYER. The EMPLOYER will provide the UNION with an enclosed bulletin board in each fire station. The EMPLOYER agrees that the Fire Chief will sub hand receipt excess USMA office equipment, if requested, to the UNION.

Section 5. Orientation. The EMPLOYER agrees that as part of their orientation, all new employees hired in a position included in the unit will be informed of the UNION'S exclusive recognition. The EMPLOYER agrees to make all newly hired bargaining unit employees available for contact with the UNION during the employee's check-in date. The EMPLOYER shall notify the UNION of the duty assignment and shift of all newly hired employees. The UNION will provide the new employee with a copy of the current negotiated AGREEMENT.

Section 6. UNION Meetings. The EMPLOYER will continue to make an area of the fire station or a reasonable location requested by the UNION available for the purpose of holding regular scheduled meetings. The UNION agrees to inform the EMPLOYER at least one week in advance of said meeting if the meeting will be held in the fire station. The UNION will be responsible for leaving the building in the same condition as it was prior to the meeting. Normally UNION meetings will be held at Fire Station 2.

Section 7. Funding and Leave Support. The EMPLOYER will may provide funding for two (2) Union Officers or their designees to attend the IAFF's Annual Legislative Conference and the annual Symposium on Employee and Labor Relations (SOELR), sponsored by OPM.

Section 8. Communication. Normally, the Fire Chief shall meet with the Union President no less than once each week for the purpose of addressing labor-management issues.

Section 9. Annual Meeting with the Garrison Commander. The PARTIES agree that the Union President shall have an opportunity to meet with the

Garrison Commander, USMA, annually, in order to discuss labor issues affecting the bargaining unit on the installation.

ARTICLE 4

EMPLOYER RIGHTS

The EMPLOYER retains the right in accordance with applicable laws and regulations:

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

b. in accordance with applicable laws-

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

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

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

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

(b) any other appropriate sources; and

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

(5) Nothing in this AGREEMENT 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 subdivisions, work project, or tour of duty, or on the 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 this Section by such management officials.

ARTICLE 5

EMPLOYEE RIGHTS

Section 1. Employee Rights. Each employee of the unit shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Such rights include the right—

a. to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities, and

b. to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under applicable laws and regulations.

Section 2. Employer Accessibility. Employees of the unit have the right, regardless of UNION membership, to bring matters of personal concern to the attention of appropriate officials, without intervention of Union Officials, in accordance with applicable laws, rules, regulations, or established policies, except in cases negotiated under the negotiated grievance procedures as set forth in 5 USC 7114 (a)(5).

Section 3. Accessibility to Union Representatives. Employees of the unit have the right to consult or meet with a UNION representative during the employees' regular working hours and to be represented in a grievance or disciplinary action. This right to consult and be represented by UNION representatives is as specified in this AGREEMENT.

Section 4. Union Membership. Nothing in this AGREEMENT shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions (see Article 29 on dues withholding).

ARTICLE 6

MATTERS SUBJECT TO CONSULTATION AND AGREEMENT

Section 1. Negotiation. For the purpose of this AGREEMENT, negotiation is defined as bilateral exploration and exchange of views in a good faith effort to reach agreement and to reduce to writing any mutual agreement reached, if requested by either PARTY.

Section 2. Consultation. For the purpose of this AGREEMENT, consultation is defined as any dialogue, oral or written, between the PARTIES and, unlike negotiations, does not require a mutually acceptable compromise between the PARTIES. The EMPLOYER agrees to consult, upon request of the UNION, on matters that are excluded from negotiation by Article 4 of this AGREEMENT. When consultation occurs, the EMPLOYER agrees to give bona fide consideration to the views that were presented by the UNION when finalizing its position. When engaging in consultation, the EMPLOYER shall at the request of the UNION state its final position in writing, for the record.

Section 3. Matters Subject to Negotiation or Consultation. It is agreed and understood that matters appropriate for negotiation, impact and implementation bargaining, or consultation between the PARTIES, are personnel policies and practices and matters affecting general living and working conditions of employees in the unit, which are within the discretion of the EMPLOYER that include but are not limited to such matters as safety, training, labor-management cooperation, employee services, methods of adjusting/resolving grievances, provision of supplies and equipment, design or modification of equipment or buildings that may affect or change living or working conditions in any way, granting leave, trade time, promotion plans, demotion practices, pay procedures, reduction-in-force practices, hours of work, overtime, etc. Whether these matters are subject to substantive bargaining, impact and implementation bargaining or consultation will be in accordance with the requirements of the Statute and this AGREEMENT. The EMPLOYER will not unilaterally change any provisions of this AGREEMENT or implement any new regulations, policies or practices which are within the discretion of the EMPLOYER without affording the UNION the opportunity to bargain concerning the change and/or the impact and implementation of the change to the extent consistent with law or regulation.

Section 4. Implementing Changes. The EMPLOYER agrees that before making a change to existing personnel policies, practices or matters affecting the general working conditions of bargaining unit employees or issuing new or revised USMA policies, instructions or West Point Fire and Emergency Services Division Standard Operating Procedures (SOPs), a copy of the draft policy, instruction, SOP or change(s) to working conditions will be provided to the

UNION at least fourteen (14) calendar days prior to the proposed implementation date. If the UNION has a desire to raise any issues and/or concerns relating to the proposed change(s), the UNION shall notify the EMPLOYER, in writing, of its desire to consult, confer and/or negotiate with respect to the issue at hand, no later than seven (7) calendar days after the UNION'S receipt of the EMPLOYER'S proposal. The UNION'S request for an extension of time shall not be unreasonably denied. If the UNION fails to provide a written request to negotiate or consult prior to the intended implementation date, the change may be effected by the EMPLOYER. If the UNION does provide a written request to negotiate or consult, the EMPLOYER agrees not to implement changes until consultation or negotiations with the UNION are completed, unless a compelling need exists. In the event that the EMPLOYER claims a change is warranted based on compelling need, the EMPLOYER shall provide the UNION with its reason(s) for stating so, in writing, before implementing any change to policy, practice, procedure, or condition of employment.

Section 5. Points of Contact. The point of contact for the purpose of consultation and/or negotiation with regard to the administration of this AGREEMENT shall be the duly elected Union President or designee and the Fire Chief or designee.

ARTICLE 7

GRIEVANCE PROCEDURE

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

- a. any claimed violation of subchapter III of chapter 73 of the Statute,
- b. retirement, life insurance, or health insurance,
- c. a suspension or removal for national security reasons (5 USC 7532),
- d. any examination, certification or appointment,
- e. the classification of any position which does not result in the reduction in grade or pay of the employee,
- f. complaints or allegations of unlawful discrimination,
- g. removals for unsatisfactory performance under Section 4303 of the Civil Service Reform Act (CSRA),
- h. termination of probationers,
- i. termination of temporary employees under 5 CFR 316,
- j. an action terminating a temporary promotion,
- k. oral admonishments and oral reprimands,
- l. letters of caution/admonishment,
- m. non-selection for promotion from a group of properly ranked and certified candidates,

n. the granting or recommendation of or failure to grant or recommend an award or the adoption of or failure to adopt an employee suggestion or invention, or

o. the terms and conditions of an executed Alternative Discipline Agreement (ADA) or Last Chance Agreement (LCA).

Section 2. Union Participation. Unit employee(s) utilizing this grievance procedure will have the right to be accompanied, represented, and/or advised by a representative of the UNION and be granted a reasonable amount of official time to prepare and present their grievance. In addition, an employee and/or group of employees have the right to present and process a grievance under this procedure on their own behalf. In such cases, the UNION will be afforded the opportunity to have a representative present, on official time, during any and all formal discussions/meetings, between the EMPLOYER and the grievant(s) relating to the grievance filed.

Section 3. Time Limits. If the employee(s), the UNION or the EMPLOYER fails to elevate a grievance within the time limits prescribed within this procedure, the grievance will be considered terminated. However, time limits may be extended by mutual agreement provided that a request for extension is presented in writing prior to the end of the prescribed time limit. Grievance decisions will be made as promptly as possible at each level of consideration described herein. Unless mutual agreement is reached for extending the time limits within which a decision must be rendered, failure to meet the time limits will allow the grieving PARTY to proceed to the next step upon written notification.

Section 4. Commitment. The PARTIES recognize and endorse the importance of bringing to light and resolving grievances promptly. The initiation of a grievance in good faith, by an employee, shall not cast any aspersion on his/her standing with the EMPLOYER or on his/her loyalty and desirability to the organization, nor will the grievance be considered as a negative reflection on the EMPLOYER.

Section 5. Individual Identical Grievances. Except in the case of disciplinary actions, the UNION and the EMPLOYER agree that individual identical grievances will be joined at Step 2 and processed as one grievance throughout the remainder of the procedure. The UNION will select the grievance of one of the employees for processing, and the decision thereon will be binding on all others in the related grievances.

Section 6. Disciplinary or Adverse Actions. The unit employee and the UNION may exercise the right to grieve disciplinary actions under provisions of this AGREEMENT. Grievances of disciplinary actions will start at Step 2 of the

procedure. Adverse actions are also grievable starting at Step 2 of the procedure or are appealable to the Merit Systems Protection Board (MSPB), but not both.

Section 7. Declaration of Non-Grievable/ Non-Arbitrable Issues. In the event that either PARTY should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. All disputes of grievability or arbitrability will be referred to arbitration as a threshold issue in the related grievance.

Section 8. Employee Grievance Procedure. The following procedure is established for the resolution of grievances of all unit employees.

a. Problem Solving. A unit employee may present a work-related problem to his/her immediate supervisor before filing a formal grievance under this procedure. If the problem involves a matter or action directly involving the employee's immediate supervisor and the employee is unable to resolve the matter with that supervisor, the employee may present the matter to the next level supervisor. The employee must present the matter within twenty-one (21) calendar days following the date of the act/incident or the employee's knowledge of the incident. The employee may present a matter of concern regarding a continuing practice or condition at any time.

(1) The supervisor shall consider the employee's problem and attempt to resolve it within fourteen (14) calendar days from the date the problem was brought to the supervisor's attention.

(2) Where appropriate, the employee or the supervisor may request that an on-post mediator, counselor, or neutral third party be called and utilized. If either the employee or the supervisor elects to utilize a neutral, the supervisor shall contact the Civilian Personnel Advisory Center (CPAC) to make the necessary arrangements.

(3) The time limits described herein may be extended by mutual agreement to accommodate resolution of the dispute.

(4) The supervisor's determination and/or response shall be oral or written. If the matter is presented to the supervisor in writing, then the supervisor's response will also be in writing. If the employee is not satisfied with the supervisor's response, then the employee may file a formal grievance at Step 1 of the procedure.

b. Formal Grievance (Employee).

Step 1. If the matter (grievance) is not settled during the problem solving stage of this procedure, the matter (grievance) shall be presented formally, in writing to the Fire Chief, within seven (7) calendar days of the answer at the problem solving stage. The written grievance as a minimum, will contain:

- (1) the grievant(s) name, duty assignment and telephone number,
- (2) the specific nature of the grievance, including the identification of any provision(s) of this AGREEMENT alleged to have been violated, or, if known, the provision(s) of any law, rule, and/or regulation affecting conditions of employment alleged to have been violated,
- (3) evidence to support the grievance,
- (4) the employee's summary of the results of the discussion of the informal grievance,
- (5) the remedial action desired, and
- (6) the name, address, and telephone number of the designated representative.

Within seven (7) calendar days of receipt of the written grievance, the Fire Chief or designated representative shall meet with the aggrieved employee, his/her representative, and concerned management personnel to discuss the grievance. The Fire Chief or designated representative will answer the grievance within seven (7) calendar days after the close of the meeting. The EMPLOYER's reply to the grievance must be in writing. A copy of the EMPLOYER's reply will be furnished to the UNION.

Step 2. If the grievance is not settled at Step 1, the grievance file shall be presented to the USMA Engineer and/or designee, through the CPAC, within seven (7) calendar days of the Step 1 answer. Within seven (7) calendar days of the receipt of the written grievance file, the Engineer and/or designee will meet with the aggrieved employee, his/her representative and concerned management personnel to discuss the grievance. The Engineer and/or designee will respond to the grievance within seven (7) calendar days after the close of meeting. The reply to the grievance must be given in writing. A copy of the reply will be furnished to the UNION.

Step 3. If the grievance is not settled at Step 2, the entire grievance file shall be presented to the Garrison Commander, USMA, or designated representative, through the CPAC, within fourteen (14) calendar days of the Step 2 answer. Within fourteen (14) calendar days of receipt of the written grievance, the Garrison Commander or designated representative may meet with the aggrieved employee, representative, and concerned management personnel to discuss the grievance. The Garrison Commander or designated representative shall reply to the grievance within seven (7) calendar days after the close of the meeting. The reply to the grievance must be given in writing. A copy of the decision will be furnished to the UNION.

Step 4. If no settlement is reached at Step 3, the UNION may invoke arbitration pursuant to Article 8 of this AGREEMENT.

Section 9. Evidence and Supporting Documentation. Evidence and supporting documentation which is relevant to the resolution of the grievance may be introduced at any step of the negotiated grievance procedure. For the purpose of this AGREEMENT, evidence includes but is not limited to both the oral and written presentation of facts. Individuals attending grievance meetings will be allowed official time for the duration of scheduled meetings.

Section 10. Employer Documentation and Evidence. The EMPLOYER shall, upon request, provide the UNION with the necessary and pertinent information from the official records to aid in resolving specific grievances insofar as permissible without violating laws or regulations.

Section 11. UNION Grievance Procedure. UNION grievances will be processed in the following manner:

a. Problem Solving. Before filing a formal grievance, the UNION will attempt to resolve problems with the Fire Chief or designee. If the problem involves a matter or action directly involving the Fire Chief, the UNION may present the matter to the Facilities Engineer. If the UNION is not satisfied with the response, then the UNION may file a formal grievance.

b. Formal Grievance (Union).

Step 1. If the matter (grievance) is not settled during the problem solving stage, the UNION may initiate a grievance by submitting it in writing to the Engineer or designee with a copy to the Chief, Labor Relations, CPAC within thirty (30) calendar days of the incident or knowledge of the incident. The Union President or designee will meet with the Engineer or designee within seven (7)

calendar days of the written submission, and the Engineer or designee will render a written decision within fourteen (14) calendar days after such meeting.

Step 2. If the decision received from the Engineer is unacceptable to the UNION, the grievance may be submitted to the Garrison Commander and/or designee, with a copy to the Chief, Labor Relations, CPAC, within seven (7) calendar days after receipt of the Engineer's response. The Union President or his/her designee will meet with the Garrison Commander or designee within seven (7) calendar days of the written submission, and the Garrison Commander and/or designee will render a written decision within fourteen (14) calendar days after such meeting. If the EMPLOYER fails to reply within the prescribed time limits or the decision is unacceptable to the UNION, the matter may be submitted to Arbitration in accordance with Article 8 of this AGREEMENT.

Section 12. EMPLOYER Grievance Procedure. The EMPLOYER may initiate a grievance by submitting it in writing to the Union President within thirty (30) calendar days of the incident or knowledge of the incident. The representative of the EMPLOYER and the Union President or designee will meet within seven (7) calendar days of the written submission, and the Union President will render a written decision within fourteen (14) calendar days after such meeting. If the decision is unacceptable, the matter may be submitted to arbitration in accordance with Article 8 of this AGREEMENT.

Section 13. Grievance Mediation. Prior to arbitration, the PARTIES may jointly request grievance mediation from the Federal Mediation and Conciliation Service (FMCS).

a. The PARTIES agree to use the guidelines for grievance mediation established by FMCS.

b. If the PARTIES voluntarily reach agreement/settlement through grievance mediation, they will be bound by the agreement/settlement as if it were a grievance/arbitration decision. If no agreement/settlement is reached, the moving PARTY may proceed to arbitration by notifying the other PARTY in writing within seven (7) calendar days after participating in the grievance mediation process. The grievance will be submitted for binding arbitration pursuant to Article 8 of this AGREEMENT.

Section 14. Representation. Nothing in this AGREEMENT shall be so interpreted as to require the UNION to represent a unit employee in processing a grievance, or to continue to represent him/her, if the UNION considers the grievance to be invalid or without merit.

ARTICLE 8

ARBITRATION PROCEDURE

Section 1. Statute of Limitations. In the event the EMPLOYER and the UNION fail to satisfactorily settle any grievance under Article 7, the grievance procedure of this AGREEMENT, then such grievance(s), upon written notice by the PARTY desiring arbitration, shall be referred to arbitration. Requests for arbitration will be submitted within thirty (30) calendar days after receipt of the decision rendered at Step 3 of the grievance procedure; or within fifteen (15) calendar days of the respondent PARTIES reply or their failure/refusal to reply to a grievance processed under Article 7; or within fourteen (14) calendar days from the conclusion of any grievance mediation meeting(s) under Article 7 of this AGREEMENT.

Section 2. Scope. The PARTIES agree that the issue(s) to be arbitrated shall be no broader in scope than the issue(s) presented during the grievance procedure, except that the PARTIES would not be precluded from introducing background material. The arbitrator shall not change, modify, or add to the provisions of the AGREEMENT; as such right is the prerogative of the contracting PARTIES only. Furthermore, the arbitrator shall not change, modify, alter, delete, or add to the provisions of any law, rule, or regulation affecting conditions of employment.

Section 3. Filing. Within seven (7) calendar days from the date of receipt of a valid arbitration request, the involved PARTIES shall jointly request the Federal Mediation and Conciliation Service to submit a list of seven impartial persons qualified to act as arbitrators. The PARTIES shall meet within seven (7) calendar days after the receipt of such list to select an arbitrator. If they cannot agree upon one of the listed persons, the EMPLOYER and the UNION will each strike one arbitrator's name from the list of seven and shall repeat this procedure. When only one name is left, he/she shall be the duly selected arbitrator.

Section 4. Costs. The cost of the arbitration, to include filing fees with the FMCS, shall be shared equally by the PARTIES. This cost shall include the arbitrator's fee and expenses, transcripts, and the expense of any mutually agreed upon services considered desirable or necessary in connection with the arbitration proceedings. A transcript shall not be made in grievance arbitration hearings unless requested by the arbitrator.

Section 5. Hearing. Normally, the arbitration hearing shall be held at USMA, at a readily accessible location such as USMA Fire Stations, during the regular day shift hours of the basic workweek. The grievant, not more than two (2) UNION representatives, and witnesses who are employees of the facility and are in a

duty status, shall be granted a reasonable amount of official time to prepare and participate in the arbitration proceedings without loss of pay or charge to leave.

Section 6. Decision. The PARTIES will require that the arbitrator render the decision as quickly as possible, but in any event not later than thirty (30) calendar days after the conclusion of the hearing, unless the PARTIES otherwise agree.

Section 7. Exceptions. The arbitrator's award will be binding on both PARTIES, except that either PARTY may file exceptions to an arbitrator's award with the Federal Labor Relations Authority (FLRA), under regulations prescribed by the Authority.

ARTICLE 9

UNFAIR LABOR PRACTICE

Section 1. Obligations. The EMPLOYER and the UNION fully recognize their respective obligations and restraints as prescribed in 5 USC 7116, the violation of which constitutes an Unfair Labor Practice (ULP).

Section 2. Serving Notice. The PARTIES agree to serve written notice on the other of an ULP. The notice will specify the name(s), date, and violation(s) alleged, and will be sent to the President, IAFF Local F-7, and to the Chief, Labor Relations, CPAC, as the Employer's representative.

Section 3. Informal Resolution. The Chief, Labor Relations, appropriate Civilian Personnel Advisor, the President, IAFF Local F-7, and one Union designee will meet within seven (7) calendar days of receipt of the notice for the purpose of discussing and presenting facts on both sides in an earnest attempt to resolve the matter. Discussions may include other parties as appropriate.

Section 4. Filing. If settlement is not achieved within 7 calendar days of the discussion held in accordance with Section 3, a formal charge may be submitted to the Regional Director of the FLRA. A copy will be provided to the other PARTY.

ARTICLE 10

LEAVE ADMINISTRATION

Section 1. Annual Leave. The PARTIES recognize that annual leave is a benefit that accrues to employees. Employees are encouraged to accumulate an annual leave balance to avoid having to take leave without pay during unforeseen emergencies. Annual leave will be administered in accordance with (IAW) the procedures set forth in West Point Fire and Emergency Services Division Policy #100.01.

Section 2. Other Leave. Other leave will be administered IAW the procedures set forth in West Point Fire and Emergency Services Division Policy #100.01, or applicable regulations.

ARTICLE 11

SICK LEAVE

Section 1. Reasons for Use. The PARTIES recognize the value of employees conserving their sick leave for unexpected illnesses and hospitalization.

Accumulated sick leave, subject to restrictions identified in 5 CFR 630, is available for use when an employee:

(a) is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy or childbirth

(b) receives medical, dental, or optical examination or treatment, including reasonable travel time

(c) is exposed to a contagious disease and his/her presence on duty would, in the determination of competent medical authority, jeopardize the health of other workers

(d) must provide care for a family member as a result of physical or mental illness, injury, pregnancy, or childbirth

(e) must provide care for a family member as a result of medical, dental, or optical examination or treatment

(f) must make arrangements necessitated by the death of a family member or attend the funeral of a family member

(g) must make arrangements for the adoption of a child.

Section 2. Requests and Documentation. Sick leave requests will be made to shift supervisor or designee with the authority to approve the request. Shift workers must provide notification no later than one (1) hour prior to the start of their shift. Employees are responsible for informing their supervisor of the expected duration of the absence. Follow up notifications will be required when agreed upon, or if the duration of the absence changes. An employee's family member may notify the supervisor of the absence if it is not medically possible for the employee to do so. Absences for more than two (2) consecutive shifts will be sustained by a medical certificate or personal physician before returning to full duty. Upon return to work after an illness or injury, it is the employee's responsibility to inform his/her supervisor of any medical condition (including use of medications) which may affect the employee's ability to perform his/her assigned duties or would impact the health, safety, and security of others.

Section 3. Appointments. In non-emergency situations, sick leave will be requested in advance for medical and dental appointments and scheduled so as to avoid adverse impact on mission accomplishment.

Section 4. Sick Leave Abuse. The EMPLOYER has the authority and responsibility to monitor sick leave usage. If there appears to be an abuse of sick leave (either through excessive use without a major illness or an established pattern of usage), the following steps will be taken:

a. The supervisor will meet with the employee to discuss the suspected abuse. If this discussion does not resolve the supervisor's concern regarding sick leave usage, the employee may provide supporting medical documentation to substantiate the sick leave, and has up to seven (7) calendar days to do so.

b. If the employee chooses not to provide the supporting documentation, or if the supporting documentation does not resolve the supervisor's concern, a formal sick leave restriction letter will be issued to the employee. Any sick leave restriction letter will define the restrictions placed on an employee's sick leave usage (i.e., whom to notify when requesting sick leave, the medical documentation required, and the time period of the restriction, up to a maximum of six (6) months). A review of the employee's sick leave usage will take place at the end of the restricted time period. If during this review no instances of undocumented sick leave usage are identified, the sick leave restrictions will be canceled. All sick leave used under the Family Medical Leave Act (FMLA) will not be considered as unsubstantiated sick leave.

Section 5. Advance Sick Leave. Employees can request advance sick leave. Such requests must meet the following requirements:

a. all accumulated sick leave has been used

b. the employee will provide a written statement signed by a licensed medical practitioner that specifies when the employee will be able to return to duty and the date when the employee will be able to resume full duty (if these dates are different).

c. based on a review of such a request, the EMPLOYER may advance sick leave up to a maximum of thirty (30) days for employees whose scheduled tour of duty is 80 hours per biweekly pay period, or 432 hours for an employee on a 144-hour schedule in accordance with applicable regulations.

Employees may request to use annual leave or leave without pay in lieu of using sick leave, or to be a participant in the Leave Transfer Program.

Section 6. Bone Marrow or Organ Donor Leave. Leave for bone marrow and organ donation is a separate category of leave that is in addition to annual and sick leave in accordance with 5 CFR 630.

ARTICLE 12

EXCHANGE OF DUTY/SHIFT EXCHANGE

Section 1. Trading Time. It is understood and mutually agreed to by the PARTIES that the common practice of trading of time between bargaining unit employees IAW West Point Fire and Emergency Services Division Memorandum Of Understanding (MOU) M-5; Trading Time), to substitute for one another on regularly scheduled tours of duty (or some part thereof) is permitted, provided that there is no effect on hours of work and that the following conditions are met:

a. The trading of time is done voluntarily by bargaining unit employees participating in the program and not at the behest of the EMPLOYER.

b. Exchanges will be between employees with the same qualifications. The term "qualifications" is meant to imply the same levels of competence that the EMPLOYER considers when detailing like employees, one grade above or below their current grade.

c. An employee who exchanges duty time must be fit for duty when reporting for work.

d. All time traded must be paid back within the same pay period.

e. Normally, employees who wish to trade time will submit written requests to their supervisors at least one shift prior to the first day of exchange. The EMPLOYER will consider requests which are submitted in an untimely manner because of circumstances beyond the requesting employee's control. The supervisor will annotate on the request form the approval/disapproval and if disapproved state the reason why. Supervisors will maintain records of all time traded.

f. The exchange will not result in or increase entitlement to overtime compensation for either employee involved.

ARTICLE 13

HOURS OF WORK AND TOURS OF DUTY

Section 1. Hours of Work. The EMPLOYER and the UNION agree that a tour of duty for Fire Fighters shall be from 0700 to 0700 hours, for 24-hour shifts. The EMPLOYER shall endeavor to ensure that each tour of duty shall include time for actual work, scheduled training required by the EMPLOYER (proficiency training, drill, classroom studies), and standby time. The period for standby time shall normally not exceed sixteen (16) hours within the 24-hour tour. Alarm Room duties at Fire Station 1 will be rotated during each tour of duty in a fair and equitable manner among all firefighting personnel as determined by the EMPLOYER.

Section 2. Prevention Branch. Fire Inspectors' normal tour of duty is 0700 hours through 1630 hours Monday through Friday, with one 24-hour shift per week for a total of sixty (60) hours per administrative workweek. Fire Inspectors will be granted a 30-minute lunch break. During the 24-hour shift after 1630 hours, Fire Inspectors will be required to perform normal duties. During emergencies they will respond to the scene and assist with non-firefighting duties.

Section 3. Employee Relief. Employees performing relief for employees on leave at another station shall be notified as far in advance as possible. Such assignments shall be rotated among eligible employees to the extent possible and practicable. Normally the EMPLOYER will exempt the Union President from relief rotation when the opportunity exists.

Section 4. Station Change. When an employee reports for duty to his or her regular duty station and is then assigned to another station for that particular duty shift, the EMPLOYER agrees to furnish government transportation, if the employee requests it. This will not apply if the employee has been notified in advance of the change in duty station.

Section 5. Lunch. The lunch period will normally be from 1130 to 1230 hours daily except in case of bona-fide emergencies or other mission related operations. The EMPLOYER agrees to delay scheduled activities in order to ensure that all employees are afforded one (1) hour for lunch.

Section 6. Breaks. A fifteen (15) minute break period is permitted for every four (4) hours worked when it is beneficial and/or necessary. It is generally expected that the break periods be taken at the mid-point of the four (4) hour time period, but may be adjusted due to mission requirements and employee needs.

ARTICLE 14

OVERTIME / MANDATORY OVERTIME

Section 1. Definition. For the purposes of this AGREEMENT, the term "overtime" means additional duty, over and above an employee's normal seventy-two (72) hour work-week, for which the employee volunteers. The term "mandatory overtime" means additional duty, over and above an employee's normal seventy-two (72) hour work-week, to which the employee is assigned by the EMPLOYER.

Section 2. Application. Overtime in either form shall be IAW West Point Fire and Emergency Services Division policy #100.02 and applicable regulations.

ARTICLE 15

SAFETY AND OCCUPATIONAL HEALTH

Section 1. Safety. The EMPLOYER will assure that safe and healthful working conditions are provided for bargaining unit employees, consistent with the provisions of applicable laws and regulations. To this end, the EMPLOYER agrees that the West Point Fire and Emergency Services Division will comply with DoD/Army Directives, NFPA Standards, and OSHA Regulations, whichever is more stringent. The UNION agrees to cooperate with the EMPLOYER by encouraging bargaining unit employees to work in a safe manner, to wear protective equipment prescribed by the EMPLOYER, and to report observed safety and health hazards to the EMPLOYER in accordance with applicable procedures.

Section 2. Fire And Emergency Services Division Staffing. The EMPLOYER agrees to staff West Point Fire and Emergency Services Division IAW AR 420-90; Fire and Emergency Services and DoDI 6055.6; DoD Fire and Emergency Services Program. Furthermore, the EMPLOYER agrees to staff and operate all required fire apparatus pursuant to Enclosure (5) of DoDI 6055.6 dated October 10, 2000. The EMPLOYER agrees that any deviation from the minimum staffing requirements established by the Department of Defense and the Department of the Army will only be accomplished after a waiver has been granted by the Secretary of the Army or designated representative. The EMPLOYER further agrees to notify the UNION in writing of its desire to reduce the staffing levels below the minimum requirements. The UNION will be provided copies of all requests for waivers initiated by the EMPLOYER in addition to any approved waivers granted by the Secretary of the Army upon request. To this end, the PARTIES agree to establish and maintain a West Point Fire and Emergency Services Division Standard Operating Procedure (SOP) that identifies the specific staffing requirements for the West Point Fire and Emergency Services Division.

Section 3. Accident Prevention. The UNION recognizes that it is the responsibility of each unit employee to observe safe work practices. Therefore, the UNION agrees to promote the maintenance of an effective and continuous accident prevention program by ensuring unit employees obey all safety and health rules and work in a safe manner. In cases where an employee alleges a condition exists that is detrimental to the health and/or safety of the employee or others, that employee should make a report indicating such conditions to his/her immediate supervisor for action. The EMPLOYER shall take prompt action to ascertain the facts upon receiving the report from the bargaining unit employee. Furthermore, should the report be valid, appropriate action will be taken to abate the unsafe/unhealthy condition.

Section 4. Protective Gear. Protective clothing shall be furnished to unit employees and will be in accordance with the requirements of NFPA 1500 (latest revision). The EMPLOYER will provide cleaning services as necessary for cleaning protective clothing. If the protective equipment is contaminated by chemicals, agents, and/or other products, or worn out due to use, the EMPLOYER will provide replacement gear and/or proper cleaning by a professional cleaning service in accordance with applicable regulations. The EMPLOYER further agrees that new employees will be issued properly sized protective gear. The EMPLOYER agrees to maintain, on the installation, a ready supply of protective equipment for emergency purposes in accordance with applicable regulations. The personal equipment provided by the EMPLOYER should include, but not be limited to, fire fighter protective clothing, Self Contained Breathing Apparatus (SCBA) personal masks, pass devices and inserts for SCBA masks, helmets, hearing protection, hoods, and flashlights. Additional equipment will be provided as needed.

Section 5. Equipment. The EMPLOYER shall provide for the inspection, testing, and proper maintenance of equipment used by bargaining unit employees in accordance with Equipment Manuals, NFPA, OSHA, and DoD/Army regulations, whichever is more stringent. The results of these tests shall be made available to the UNION upon request. 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. Qualified personnel will accomplish repairs. New and replaced equipment will meet applicable standards. The EMPLOYER agrees that all emergency motorized firefighting equipment and apparatus will receive top priority for maintenance. The EMPLOYER further agrees that any equipment that is found to be mission-incapable will be immediately taken out of service and repaired to working order.

Section 6. Safety Training. The EMPLOYER shall provide required training on safety and industrial health matters relating to the work environment; this will include the proper use of equipment and devices.

Section 7. IAFF Death and Injury Survey. The EMPLOYER agrees to cooperate with the UNION in providing a yearly record of all on the job injuries and illnesses that occur within the bargaining unit. This will include the age, type of injury or illness, location of the injury (responding to an incident, on the fire ground, etc.), and the number of work hours lost. The EMPLOYER will sanitize this record by removing the names and other identifying information of the employees. These records will be used by the UNION for submission to the IAFF yearly Death and Injury Survey.

Section 8. Hazardous Materials Exposure Record. The EMPLOYER agrees that employees subjected to infectious diseases, hazardous substances, toxic

fumes, epoxy paint, radiation, etc., shall be given an appropriate physical evaluation as soon as possible after the exposure. The EMPLOYER will maintain an up-to-date Hazardous Materials Exposure Record for all bargaining unit employees. The EMPLOYER agrees to provide the UNION with a copy of the records upon request. The EMPLOYER further agrees to notify the UNION in a timely manner of all recordable motor vehicle accidents and/or fire/medical emergencies involving bargaining unit employees.

Section 9. Fire and Emergency Services Division Safety Committee.

The EMPLOYER agrees to establish a West Point Fire and Emergency Services Division Safety Committee. The committee is tasked with addressing West Point Fire and Emergency Services Division safety issues and reviewing all standards as they relate to fire fighters and fire inspectors. The committee will be comprised of an equal number of members on both sides chosen by the EMPLOYER and the UNION. The committee will make recommendations on all safety and health issues.

Section 10. Infectious Diseases Prevention. With the on-going concern toward the spread of infectious diseases, the EMPLOYER agrees to provide all necessary protection and training, IAW applicable laws, rules, and regulations pertaining to emergency health care providers, to prevent employees from being exposed to these diseases. This protection will include but not be limited to: disposable gloves, micro-shields, disposable aprons, etc. The EMPLOYER also agrees to provide in accordance with applicable laws, rules and regulations, the proper decontamination equipment and cleaning products (i.e., bleach, anti-bacterial soap, germicides, alcohol, etc.) in the fire stations and on the vehicles.

Section 11. Rehabilitation During Emergency Operations/Training.

The EMPLOYER shall maintain an awareness of the condition of bargaining unit employees operating within their span of control during emergencies/training and ensure that adequate steps are taken to provide for their safety and health. The command structure shall request relief and reassignment of fatigued crews. The incident commander shall consider the circumstances of each incident and make suitable provisions for rest and rehabilitation of bargaining unit employees operating at the scene. These considerations will include medical evaluation and treatment, food and fluid replenishment, and relief from extreme climatic conditions, according to the circumstances of the incident.

Section 12. Outside Work. The EMPLOYER recognizes that it is imperative to maintain a refreshed firefighting force ready to respond to any incident. The EMPLOYER recognizes that fire fighters exposed to periods of inclement weather and other severe conditions reduce the capacity of the suppression forces to respond to emergencies. To this end, the EMPLOYER agrees that weather considerations such as extreme cold, extreme heat, high winds, bad air quality,

other inclement weather, and the normal tour of duty, will be factors of consideration when conducting fire/rescue training and outside work. The EMPLOYER will comply with appropriate laws, rules or regulations as they relate to performing outside work and/or training for bargaining unit employees.

Section 13. Medical Services. The EMPLOYER agrees to provide emergency medical services at all high risk training involving bargaining unit employees. Emergency medical and ambulance services will be provided at all structure fires and other high risk emergency incidents.

ARTICLE 16

HEALTH, WELFARE AND MORALE

Section 1. Living Conditions.

a. The EMPLOYER agrees to provide its firefighters at all installation fire stations with suitable living conditions to include: furniture, bedding/mattresses, lockers, kitchen and dining equipment, day-room television with the current level of cable service, and recreational equipment within the limitations imposed by applicable regulations, funding, and available spaces. The EMPLOYER agrees to provide and maintain an effective climate controlled environment within all fire stations.

b. The maintenance of the aforementioned living accommodations and equipment shall be the EMPLOYER'S responsibility subject to applicable regulatory requirements.

c. The EMPLOYER shall insure that air filters for HVAC equipment in all fire stations shall be changed as needed. This maintenance procedure shall take place twice annually or per manufacturer's specifications.

d. The EMPLOYER agrees to install and maintain activated carbon water filter devices on all water coolers and ice machines. Filters shall be changed in accordance with the manufacturer's recommendations. Ice machines at all fire stations shall be maintained and serviced in accordance with the manufacturer's recommendations.

Section 2. Annual Events. The EMPLOYER may sponsor an annual event (i.e., boat ride, picnic) that will allow for complete participation by all bargaining unit employees. The nature, date, time and relevant details of this event shall be mutually acceptable to the PARTIES.

Section 3. Incentive Awards

a. The EMPLOYER agrees to participate fully in any awards program endorsed by USMA, the Department of the Army (DA) and or the Department of Defense (DoD).

b. The EMPLOYER agrees to post any awards/incentive programs that it is actively supporting and endorsing, in all work locations/fire stations.

c. When a bargaining unit employee receives any type of promotion or award, including but not limited to cash awards, on the spot, time in service, quality step increase, the EMPLOYER will recognize the employee with a brief

description of his/her exemplary duty or contribution in the presence of his/her peers while on duty.

Section 4. Wellness-Fitness Program.

a. The PARTIES recognize the DoD requirement for all DoD Fire and Emergency Services personnel to participate in a structured physical fitness program and the need to establish and maintain a Fire and Emergency Services Division Wellness-Fitness Program at West Point to enable unit employees to develop/maintain an appropriate level of fitness to safely perform their assigned functions and to reduce the probability and severity of occupational illnesses and injuries. Components of the DoD Wellness/Fitness Program include medical evaluation, fitness, injury/fitness/medical rehabilitation, behavioral health, and data collection.

b. The EMPLOYER agrees to provide a Physical Fitness Program to enable bargaining unit employees to develop and maintain an appropriate level of fitness to safely perform their assigned duties.

c. Pursuant to applicable regulations and instructions, the EMPLOYER will require the mandatory participation of all bargaining unit employees that occupy GS-0081 series positions. However, this program is a non-punitive program and in and of itself shall not be utilized to determine the employee's continued employment at West Point and/or standing within the West Point Fire and Emergency Services Division.

d. The EMPLOYER agrees to provide and maintain all the required physical fitness clothing and equipment to support the physical fitness program. The EMPLOYER agrees to authorize adequate time during the core hours of work for employees to participate in the Wellness-Fitness Program. In addition, the EMPLOYER encourages employees to utilize USMA recreation/fitness facilities and programs in support of the Wellness-Fitness Program.

Section 5. Medical Care. The EMPLOYER agrees to provide medical care in accordance with applicable regulations for all unit employees.

Section 6. Medical Evaluations For Fire Fighters. The EMPLOYER shall conduct an industrial health program to assist all employees in maintaining optimum health on the job. Bargaining unit employees shall be given a comprehensive medical and physical evaluation with emphasis on cardiac and respiratory diseases in accordance with National Fire Protection Association (NFPA) 1582, and as described in this article. However, the PARTIES recognize that the NFPA 1582 is the minimum standard relating to medical evaluations for fire fighters. To ensure that a comprehensive medical evaluation is provided to all unit employees, the EMPLOYER agrees:

a. that all bargaining unit employees who so desire, will undergo tetanus immunization, Hepatitis B, and such other immunizations as may be indicated pursuant to applicable rules and regulations. The EMPLOYER shall, at the time of the annual physical, make available to all bargaining unit employees a volunteer HIV antibody-testing program. The employees desiring such testing shall provide written consent prior to the testing. The EMPLOYER further agrees that all HIV related information will be kept strictly confidential and that pre and post test counseling will be provided; and

b. that pregnancy in the fire service should not be treated any differently from any other medical condition in the fire service that may inhibit a fire fighter's ability to perform her job. The EMPLOYER agrees to arrange, upon request, the availability of a physician who can advise fire fighters with regard to their reproductive health and suitability for various duties. The EMPLOYER agrees to make unit employees (male/female) aware of potential reproductive risks to themselves and health risks to their potential offspring.

Section 7. Emergency Notification. The EMPLOYER agrees that if an employee dies, becomes seriously ill, or is seriously injured on the job, the Fire Chief, or the Assistant Chief, will be responsible for notification of the employee's designated next of kin and an authorized Union Officer as soon as practicable. It is the employee's responsibility to update his/her emergency contact data as changes occur.

Section 8. Accident Investigation. In the event of an on duty accident involving loss of life, limb, or hospitalization of greater than one day, an investigation will be initiated by the Division's Collateral Duty Safety Officer. The Union Safety Representative and the Post Safety Office will participate in the investigation.

ARTICLE 17

FITNESS FOR DUTY

Section 1. The EMPLOYER may direct an employee to undergo a fitness for duty examination only under those conditions authorized by 5 CFR 339.

Section 2. When there are reasonable grounds to believe that a health problem is causing performance or conduct problems of an employee, the employee shall be given an opportunity to provide medical evidence documenting the health problem affecting his/her performance or conduct, and/or an opportunity to voluntarily initiate an application for disability retirement on his/her own behalf.

Section 3. The EMPLOYER may require an employee receiving worker's compensation benefits, or assigned to limited duties as a result of an on-the-job traumatic injury, to report for medical evaluation when the EMPLOYER has identified an assignment or position (including the employee's regular position) which it reasonably believes the employee can perform consistent with the medical limitations of his/her condition.

Section 4. The EMPLOYER may offer a medical examination when an individual has made a request for medical reasons for a change in duty status, assignment, or working conditions, or any other benefit or special treatment, and the EMPLOYER, after it has received and reviewed medical documentation, determines that it cannot grant, support, or act further on the request without verification of the clinical findings and current clinical status. When the EMPLOYER orders or offers a medical examination under the provisions of prevailing regulations, it shall inform the employee in writing of its reasons for ordering or offering the examination and the consequences of failure to cooperate. The EMPLOYER shall offer the employee the opportunity to submit medical documentation from his/her personal physician which the EMPLOYER shall review and make part of the file. The EMPLOYER shall provide the examining physician with a copy of any approved medical evaluation protocol, applicable standards and requirements of the position, and/or the position description, including physical demands and environmental factors. The EMPLOYER shall order or offer a psychiatric evaluation only when the employee first provides results of a general medical or psychiatric examination, or the EMPLOYER has first conducted a non-psychiatric medical examination, and, after review of the documentation or examination report, the EMPLOYER's physician concurs that a psychiatric evaluation is warranted for medical reasons.

Section 5. All medical examinations ordered or offered pursuant to Section 3 and Section 4 shall be at no cost to the employee and performed on duty time with no charge to leave.

Section 6. In seeking a fitness-for-duty examination, the following rules and procedures shall apply:

a. In discussion with any management official on fitness-for-duty, the employee shall be entitled to UNION representation. The EMPLOYER will inform the UNION when it orders or offers a medical examination for a bargaining unit employee.

b. During these procedures, the employee will be apprised of his/her rights, and, where supported by appropriate medical evidence, given the opportunity for suitable interim adjustments in his/her work assignments.

c. When the results of the EMPLOYEE's medical examination reveal that the employee:

(1) cannot satisfactorily perform useful and efficient service in his/her regularly assigned job

(2) retains the capacity to do other work at the same grade or pay level, and

(3) otherwise meets the minimum qualifications for an available position that the EMPLOYER seeks to fill, the EMPLOYER may reassign the employee to this position.

d. If the medical evidence and performance records establish that the employee retains the capacity to perform satisfactorily in a vacant lower grade position, which the EMPLOYER seeks to fill, the EMPLOYER may demote the employee to this position.

e. When the EMPLOYER determines that the medical evidence reveals the employee is totally disabled for service in his/her current position, and reasonable accommodation for another position cannot be made, the EMPLOYER will so advise the employee and provide appropriate counseling.

Section 7. When a disabled employee meets existing disability retirement requirements, the EMPLOYER will counsel him/her concerning disability retirement and explain the procedure for voluntarily applying for disability retirement. In the event such an employee is unable to file on his/her own behalf, the EMPLOYER may initiate, with notice to the employee, an application for the employee in accordance with the limited situations described in the applicable laws and regulation.

Section 8. All records pertaining to the employee's examination and any subsequent personal information included with an application for disability

retirement are confidential and may be disclosed only to those with an administrative need to know or specifically authorized by the employee. There will be a written statement to the employee of the disclosure.

ARTICLE 18

INJURY AND COMPENSATION

Section 1. Procedures. Supervisors shall be responsible for ensuring that all bargaining unit employees injured at work are immediately taken to the designated installation medical facility for initial evaluation/treatment. In cases of extreme emergencies or life threatening injuries, the injured employee shall be taken to the nearest medical care facility or trauma center (whichever is most warranted), by the most expedient means possible. When an employee is injured or incapacitated for duty after reporting for work, the EMPLOYER will assist in making arrangements for his/her transportation home. After the initial evaluation/treatment, the employee may elect to continue medical care with Keller Army Community Hospital (KACH) or select a private physician. The supervisor and employee will complete the appropriate paper work as required and in a timely manner.

Section 2. Employee Counseling. An employee who is injured or suffers an occupational disease in the performance of his/her duties will be counseled by the Injury Compensation Specialist on the procedures for filing a claim for benefits under the Federal Employees Compensation Act. The counseling will include information about the type of benefits available.

Section 3. Documentation. An employee or designated representative will be permitted to review those documents relating to the employee's claim for compensation which the Office of Workers' Compensation Program has authorized the installation to make available. The employee must give written authorization to release information from his/her compensation file. It is the employee's responsibility to maintain a personal file of all pertinent documentation relating to their injury/illness.

Section 4. Work-Related Injuries. After an employee has suffered a work-related injury or illness and a treating physician determines the employee's limitations, the supervisor will make a reasonable attempt to assign the employee duties commensurate with those limitations as documented by the appropriate forms. The EMPLOYER may also detail an employee who is temporarily unable to perform full firefighting functions to another position. An employee injured on the job who refuses such detail after being determined to be fit may lose entitlements or benefits. Before the employee returns to full duty, Occupational Health will review the employee's fitness for duty documentation.

Section 5. Non-Work-Related Injuries. After an employee has suffered a non-work-related injury and a physician determines the injured employee is not able to perform fire fighter duties, the EMPLOYER shall make a reasonable attempt to detail the employee to an available position for which he or she is qualified other than firefighting. The EMPLOYER recognizes the use of light duty for non-work related injuries, but will give priority to employees with work-related injuries. Before the employee returns to full duty, Occupational Health will review the employee's fitness for duty documentation.

ARTICLE 19

DISCIPLINE/ADVERSE ACTIONS

Section 1. Formal Actions. Formal disciplinary actions include written reprimands, suspensions, reductions in grade or pay, and/or removals. Informal disciplinary actions include oral and written counseling. No employee may be disciplined except for such reasons as will promote the efficiency of the Federal Service in accordance with applicable law. Disciplinary actions must not be arbitrary or capricious. Insofar as possible, and in order to maintain consistency and to assure that like penalties shall be imposed for like offenses, the guide to disciplinary actions contained in Army Regulation (AR) 690-700 Chapter 751, Table 1-1 (Table of Penalties for Various Offenses) and Appendix A will be consulted and used as a general guide for administering discipline.

Section 2. Notice and Response.

a. Employees who will be suspended from duty without pay, demoted, or removed from the Federal Service under the provision of 5 USC Chapter 75 and who are subject to the provisions of that chapter will be given thirty (30) days advance written notice of the proposed action. The employee may provide an oral or written reply or both.

b. Employees who receive a notice of proposed suspension will be allowed fourteen (14) calendar days from receipt of the notice to provide their response.

c. Employees who receive a notice of proposed removal or demotion will be allowed twenty-one (21) calendar days from receipt of the notice to provide their response.

d. If the Crime Provision is invoked, notice and response time frames will be in accordance with 5 USC Chapter 75.

e. Extensions for replying may be granted when good cause is shown.

Section 3. Representation/Appeal. The employee may be accompanied at the reply by a representative of their choice. Grievance or appeal rights of the employee will be included in the notice of decision. The EMPLOYER will furnish the UNION with a copy of the decision letter of formal disciplinary action issued to a bargaining unit employee, edited to remove the name of the employee, within fourteen (14) calendar days of the letter's issuance.

Section 4. Informal Actions. Informal counseling is the first step in constructive/progressive discipline, administered by supervisors when minor

infractions of established procedures and/or conduct have occurred. Supervisors will furnish a copy of any written counseling to the employee.

Section 5. Grievance Rights.

a. A written counseling is not a formal disciplinary action and is not grievable under the Negotiated Grievance Procedures of this AGREEMENT.

b. Written reprimands and suspensions of fourteen (14) calendar days or less are grievable under the Negotiated Grievance Procedures of this AGREEMENT.

c. Adverse actions include actions such as removal, suspension over fourteen (14) calendar days, or reduction in grade or pay. Adverse actions are grievable under the Negotiated Grievance Procedures of this AGREEMENT. An employee may elect to grieve adverse actions either under the procedures of this AGREEMENT or to appeal under the statutory provisions of 5 USC 7121, but not both.

ARTICLE 20

CAREER TRAINING

Section 1. General. The EMPLOYER agrees to support reasonable requests from employees to attend DoD sponsored firefighting courses as well as other courses/seminars sponsored by DA, State, Federal, local authorities, or non-government agencies, as work schedules, manning levels, and budget permit.

Section 2. Coordination. The PARTIES agree to jointly assess, on an annual basis, projected training needs for the coming year, in order to prioritize training resources and lessen any impact to the bargaining unit. The EMPLOYER agrees to post, at the beginning of each calendar year, a copy of the West Point Fire and Emergency Services annual training plan. The EMPLOYER further agrees that training resources shall be prioritized in the following order:

1. Mission requirements
2. Job certification and recertification for current position
3. Promotional certification

Section 3. Guidelines. The EMPLOYER agrees to take into consideration weather and seasonal restrictions in order to make best use of indoor and outdoor training activities.

Section 4. Requirements. Training, insofar as practicable, will be conducted during assigned work time. The EMPLOYER and the UNION recognize that, occasionally, night training and drills will be conducted during standby time as required. When this is the case, the employees normally shall be afforded an equal amount of standby time during the duty portion of the day. All employees will be required to participate in the training program.

Section 5. Labor Relations. The EMPLOYER agrees that it shall not assign any training to accomplish a new mission, before providing the UNION with an opportunity to exercise its contractual and/or statutory requirements, as applicable, regarding that new mission.

Section 6. First Responder and Emergency Medical Technician (EMT) Certifications. The EMPLOYER agrees to support in every way all requirements necessary for employees to maintain current First Responder and EMT certifications.

Section 7. Technical Support. The EMPLOYER agrees to support employees tasked to provide training with technical support (for example, audio/visual aids, ancillary technology or instructor training) commensurate with requirements for that training.

ARTICLE 21

PROMOTIONS/VACANCIES

Section 1. Applicability. Merit promotion actions for positions within the bargaining unit will be processed and made in accordance with the Northeast Civilian Personnel Operations Center (CPOC) Merit Promotion Plan and applicable regulations.

Section 2. Notice. The EMPLOYER agrees to email a copy of all West Point Fire and Emergency Services Division vacancy announcements to all bargaining unit employees.

Section 3. Notification. Each employee who files an application in response to a Resumix vacancy announcement may check the status of his/her application by using the automated system described in the vacancy announcement. In addition, employees who are not selected from a list of eligible candidates will be informed of their non-selection by the selecting official.

Section 4. Eligibility/Qualifications. CPAC will be the point of contact for any questions on eligibility or qualification determinations.

Section 5. Assistance. Employees may address questions regarding non-selection to the selecting official, and may request UNION representation at a meeting with the selecting official. The EMPLOYER agrees to provide career counseling to bargaining unit employees who seek to improve their career potential.

ARTICLE 22

CLASSIFICATION OF POSITION DESCRIPTIONS

Section 1. Rights. Employees in the unit may consult with their supervisors when they perceive inequities in the classification of their positions. An employee may be represented or seek assistance from the UNION in pursuing appeals in connection with position classification matters. Employees have the right to appeal to the Office of Personnel Management regarding pay category, title, series, or grade of their positions IAW applicable regulations. Upon request, employees will be furnished information on classification appeal rights and the procedures for filing a classification appeal.

Section 2. Notification. The EMPLOYER agrees to inform the UNION, in writing, of its intent to change the position description or classification of any bargaining unit employee, not less than fourteen (14) days before the implementation of the change.

ARTICLE 23

DETAILS

Section 1. Definition. A detail exists when an employee continues in his/her current status and pay, and is temporarily assigned to an unclassified set of duties or an established position with the same, higher or lower basic pay rate, a different occupational line of work, or different qualifications from those required in his/her official position description.

Section 2. Procedure. The Employer will effect a temporary promotion upon learning that a detail will exceed sixty (60) days in a higher graded position, if the employee meets the basic qualification requirements for the position. If the temporary promotion will exceed one hundred twenty (120) days, competitive procedures will apply. Details for periods of thirty (30) days or less may be filled by means of verbal directive. The EMPLOYER will process a Request for Personnel Action in the event that the detail exceeds thirty (30) days to a higher graded position, exceeds thirty (30) days to a position with more promotion potential or exceeds sixty (60) days to an unclassified position or to a position at the same or lower grade.

Section 3. Conclusion. At the conclusion of a temporary promotion, the employee will be returned to his/her previous position. The EMPLOYER will make every effort to return the employee to prior duty assignment/location.

ARTICLE 24

REDUCTION IN FORCE

Section 1. Applicability. Reduction in Force (RIF) actions shall be undertaken in compliance with applicable laws, regulations and the terms of this AGREEMENT.

Section 2. Notification. The EMPLOYER agrees to notify the UNION as far in advance as practicable of any pending RIF within the installation that may impact the bargaining unit.

ARTICLE 25

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The PARTIES agree that the Equal Employment Opportunity (EEO) Program shall be administered IAW Title 29 CFR 1614, and AR 690-600 and instructions.

Section 2. The PARTIES further agree that there shall be absolutely no discrimination of any kind against any employee on account of race, color, religion, sex (includes sexual harassment), national origin, mental or physical disability, age, or reprisal.

Section 3. The EMPLOYER agrees to provide each employee with information about the EEO Affirmative Employment Plan (AEP), and upon request, a copy of the plan and/or a copy of the EEO complaint procedure. A poster with the names and telephone numbers of the EEO Staff and Counselors will be posted on the bulletin boards.

Section 4. The UNION will be invited, subject to the limitations imposed by applicable regulations, funding, mission requirements, and availability of quotas, to send participants to training programs, conferences, and seminars in the area of EEO.

Section 5. The PARTIES will consult in advance about proposed changes in EEO policy or program.

ARTICLE 26

ANCILLARY AGREEMENTS

Section 1. Description. The PARTIES accept and understand that in the administration of this AGREEMENT, ancillary agreements shall be periodically necessary in order to effect the efficient operation of the West Point Fire and Emergency Services Division. To that end, agreements such as West Point Fire and Emergency Services Division Policies, MOU's, SOP's or Standard Operating Guides (SOG's) shall be necessary in order for the PARTIES to codify their intent for the benefit of all who must comply.

Section 2. Procedures. The PARTIES agree that any addition, deletion, change, or modification to living or working conditions shall be in accordance with applicable regulations and this agreement. Such agreements shall be reduced to writing and endorsed by the UNION and the EMPLOYER. All West Point Fire and Emergency Services Division Policies, MOU's, SOP's or SOG's shall be made available at all fire stations and reviewed annually to insure technical accuracy.

ARTICLE 27

UNIFORMS

Section 1. APPLICABILITY. Uniform clothing requirements for bargaining unit employees will be IAW applicable laws, rules, regulations, policies, NFPA standards and this AGREEMENT. An initial monetary allowance IAW applicable rules and regulations will be given to each employee upon appointment to a bargaining unit position. Thereafter, the EMPLOYER and the UNION agree that a uniform clothing allowance will be paid on a quarterly basis IAW applicable laws and regulations. All bargaining unit personnel shall be required to wear the prescribed uniform apparel.

Section 2. STYLE/COMPOSITION. The style and composition shall meet current NFPA standards and shall be mutually determined and approved by the EMPLOYER and the UNION.

Section 3. CONFORMITY. Specific instructions and guidance with regard to the daily uniform shall be addressed in the West Point Fire and Emergency Services SOP on uniforms. The EMPLOYER will inspect uniform items as often as necessary to ensure compliance, uniformity, and satisfactory maintenance of uniforms.

Section 4. EMPLOYER FURNISHED ITEMS. The EMPLOYER will furnish an initial issue of the following items to be worn at all times on the uniform:

- a. Badges
- b. Name tags
- c. Collar insignias
- d. Shirt patches
- e. Any other items of identification that is determined by the EMPLOYER

All items of identification will be worn IAW published departmental SOP's/Policies.

Section 5. SAFETY SHOES. The employer will furnish uniform safety shoes that meet current safety standards for fire fighter footwear to be worn during shift hours. The style of safety shoes will be mutually determined by the EMPLOYER and the UNION.

ARTICLE 28

PARKING

Section 1. Space. The EMPLOYER shall provide adequately lit parking adjacent to facilities for all employees on duty.

Section 2. Snow Removal. The EMPLOYER will provide snow and ice removal in all parking areas IAW USMA Snow Removal Plan.

ARTICLE 29

DUES WITHHOLDING

Section 1. Payroll Deduction. 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 bona fide members of the UNION in good standing.

Section 2. Processing. The UNION shall be responsible for purchasing Standard Form 1187 (Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues) for the proper completion and certification of the forms and for transmitting them to CPAC. CPAC will be responsible for transmitting them to the Defense Finance and Accounting Service (DFAS). Allotted dues will be withheld beginning the first full pay period following receipt of authorization (SF 1187) in the Civilian Pay Accounting Division – Directorate of Resource Management (DRM). The original SF-1187 will be permanently filed in the Civilian Pay Accounting Division – DRM. The UNION shall be responsible for informing and educating its members about the program.

Section 3. Notification. The UNION agrees to give prompt, written notification to the Civilian Pay Accounting Division – DRM in the event an employee participating in the dues deduction program ceases, for any reason, to be a member in good standing, in order that the employee's allotment be terminated. All deductions of dues provided for in this article shall be terminated under the following circumstances immediately upon receipt of appropriate documentation in the Civilian Pay Accounting Division – DRM:

a. when the UNION loses its recognition required by the current Civil Service Reform Act,

b. in the event of the employee's death, retirement, separation from Federal service, or transfer from the United States Military Academy to another installation, or to a position at the United States Military Academy which is not part of the unit,

c. when notified by the UNION, in writing, that the employee has resigned, been suspended or expelled by the UNION, or

d. when this article of the AGREEMENT is suspended or terminated by an authority outside the DoD.

Section 4. Dues Revocation. IAW Section 7115 (a), Title VII of the CSRA, P. L. 95-454, the one-year period provided for dues revocation will begin from the date on which the employee authorized dues withholding.

Section 5. Dues Amount. The amount of dues withheld under this article shall be the regular dues of the member as specified on the member's SF 1187, or as certified by the UNION if the amount of regular dues has been changed as provided in Section 6 of this article. A deduction of regular dues shall be made each pay period from the pay of an employee who has requested such allotment of dues. It is understood that no deduction for dues shall be made in any pay period for which the employee's net earnings after deductions is insufficient to cover the full allotment of dues.

Section 6. Changes in Dues. If the amount of regular dues is changed by the UNION, the UNION will promptly notify the DFAS, in writing, and will certify as to the new amount of regular dues to be deducted each pay period. New SF 1187 authorization forms will not be required. Changes in the amount of UNION dues for payroll deduction purposes shall not be made more frequently than once in each 12-month period.

Section 7. Remission of Dues. Dues withheld shall be remitted to the UNION by check issued by DFAS not later than the officially established payday of each pay period. The check shall be made payable to the International Association of Firefighters, Local F-7. With each check, the UNION shall be provided with a list showing the names of employees, the amount deducted for dues for each employee, and the amount remitted by the accompanying check. The UNION, upon receiving the listing from DFAS, will verify the members and deductions and contact the Civilian Pay Accounting Division – DRM if any discrepancies exist. Normally, administrative errors in remittance checks will be corrected and adjusted in the next remittance check to be issued to the UNION. The UNION shall be responsible for notifying the Civilian Pay Accounting Division – DRM as to where checks for dues should be sent.

ARTICLE 30

GENERAL PROVISIONS

Section 1. Copies of Agreement. The EMPLOYER agrees to provide one hundred copies of this AGREEMENT (when published) to the UNION. The PARTIES agree to provide joint training to all members of the West Point Fire and Emergency Services Division, affected by this AGREEMENT, within sixty (60) days of the implementation of this AGREEMENT.

Section 2. Personal Property. Employees who have suffered loss or damage to personal property may contact the Claims Office of the Staff Judge Advocate for appropriate claims forms and procedures. Reimbursement for valid claims will be in accordance with Army Regulation (AR) 27-20.

Section 3. Official Personnel Folders. The EMPLOYER agrees to make the employee's Official Personnel Folder (OPF) available for review upon reasonable request of the employee. The OPF's will normally be made available on an annual basis upon request of the employee. Such review will normally be made during the time an employee is in a work status, at no charge to leave or loss of pay. The release of information from the folder will be as set forth in the Privacy Act and other applicable laws and regulations.

Section 4. Benefits Counseling. Employees may contact the Army Benefits Center-Civilian (ABC-C) via government phone or computer for information in regard to Federal Employee Health Benefit (FEHB), Federal Employee Group Life Insurance (FEGLI), Thrift Savings Plan (TSP), retirement, and survivor benefits (death and dismemberment). Employees may contact CPAC for assistance in reaching the Army Benefits Center. CPAC may elect to hold periodic retirement seminars which employees will be allowed to attend if workload permits.

Section 5. Employee Suggestions. The EMPLOYER encourages all unit employees to participate in the Army Suggestion Program (ASP). The EMPLOYER agrees to process employee suggestions in accordance with the applicable local instruction. The EMPLOYER will assist employees in assuring that suggestions are in the correct format for evaluation and are processed in a timely manner.

Section 6. Public Safety Officers' Benefit Act (PSOB). The PSOB is a law under which a claimant, who has a certain relationship to a fire fighter who died because of a firefighting activity, may be entitled to a monetary benefit. The Department of Justice, Bureau of Justice Assistance, Public Safety Officers' Benefits Division administers the program. Fire fighters are advised to keep potential claimants, i.e., spouses, children, and/or parents, informed. A claim for

death benefits must be filed within one year, and medical evidence may be required to support the claim. The EMPLOYER agrees to keep accurate records of all unit employees to ensure that all relevant/required information is maintained. The EMPLOYER and the UNION will assist claimants in filing their claims.

Section 7. Charity Drives. The EMPLOYER and the UNION mutually agree that the employees in the unit will be encouraged to participate in charity drives endorsed by higher authority for solicitation at USMA. In no instance shall the EMPLOYER or the UNION exercise any pressure on an employee to contribute to a charity to which an employee does not wish to contribute; nor will any reprisal action be made against an employee who refrains from contributing.

Section 8. Alternate Discipline Program. The PARTIES agree that an "Alternate Discipline Program" will be available for the EMPLOYER to utilize when appropriate. The EMPLOYER may substitute Alternate Discipline Agreements in lieu of normal progressive disciplinary measures (i.e., Alternate Discipline Agreements in lieu of suspensions). Alternate Discipline Agreements, for determining past disciplinary records and appropriate penalties, would have the same weight and effect as normal progressive disciplinary measures.

Section 9. Last Chance Agreements. Nothing in this AGREEMENT prevents the EMPLOYER from considering Last Chance Agreements. Last Chance Agreements are instruments designed to permit an employee subject to an adverse action a last opportunity to demonstrate that he/she can perform at an acceptable level, i.e., that his/her performance or conduct can be improved to the EMPLOYER's satisfaction, and that the proposed adverse action should not be taken. The agreements are tailored to the special circumstances involved in each case. They allow the EMPLOYER, at its discretion, to forego or delay implementation of adverse actions, including removals, in order to give an employee a last chance to demonstrate successful performance or conduct. However, nothing in this Article requires the EMPLOYER to utilize Last Chance Agreements.

ARTICLE 31

DURATION OF AGREEMENT

Section 1. Statute of Limitations. 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 its approval by the Defense Civilian Personnel Management Service (DCPMS). Thereafter, it will remain in effect for successive periods of one year, unless either PARTY notifies the other in writing at least ninety (90) days prior to the next anniversary date of intention to renegotiate a new agreement. 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 CSRA.

Section 2. Amendments. Any request for amendment(s) to this AGREEMENT, including mid-term bargaining, from either PARTY shall be in writing and shall contain a summary of the amendment(s) proposed. Within thirty (30) calendar days of receipt of such request, representatives of the EMPLOYER and the UNION shall meet to discuss the matter. If the PARTIES agree on the need for such amendment, they shall negotiate the proposed amendment. No changes shall be considered other than those directly related to the subject of the proposed amendment. Both PARTIES shall duly execute any amendment on which agreement is reached.

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

Section 4. All rights, privileges, and working conditions enjoyed by the EMPLOYER, the UNION, and the unit employees at the present time which are not included in this AGREEMENT shall remain in full force and effect, unchanged and unaffected in any manner, during the term of this AGREEMENT.

Appendix A
OFFICIAL TIME REPORT

NAME OF UNION OFFICIAL: _____

TITLE: _____

DATE: _____

NATURE OF BUSINESS

CATEGORY	NO. OF HOURS
-----------------	---------------------

CATEGORY 1 - Contract Negotiations

Negotiations of Basic Contract	_____
Resolution of Negotiation Disputes (FMCS and FSIP)	_____
Midterm Negotiations (includes proposed policy changes and impact and implementation bargaining)	_____
Preparation time for above	_____

CATEGORY II - On-going Labor-Management Relationship

Labor-Management Committee Meetings	_____
Consultation	_____
OSHA/Safety Inspections	_____
"Weingarten" Meetings	_____
UNION Office Coverage	_____
Sub-Committee Meetings	_____
Preparation time for above	_____

CATEGORY III - Grievances and Appeals

Grievance Hearings (Step 1, 2, or 3)	_____
Arbitration Hearing	_____
Appeal Hearing at MSPB	_____
EEO Complaints	_____
Mediation	_____
ADR	_____
FLRA (ULP) Proceedings	_____
Preparation time for above	_____

Other _____

TOTAL TIME: _____

NAME OF SUPERVISOR: _____

TELEPHONE NUMBER: _____

SIGNATURE: UNION STEWARD/OFFICER

SIGNATURE: SUPERVISOR

The PARTIES agree to and enter into this Collective Bargaining Agreement between the United States Military Academy and Local F-7, International Association of Firefighters.

FOR THE UNION:

JOSEPH A. DISALVO
President
Local F-7, IAFF

Date

FOR THE EMPLOYER:

ANN L. HORNER
COL, FA
Garrison Commander

Date

Negotiating Team

LANCE E. NEVILLE
Vice-President
Local F-7, IAFF

JEFF A. ARMITAGE
Secretary-Treasurer
Local F-7, IAFF

THEODORE P. DAWYDKO
Local F-7, IAFF

CURT J. KRIEGER
Fire Chief
West Point F&ESD

TARAS A. JEMETZ
LTC, EN
Facilities Engineer

ANNE C. HOFF
Personnel Management Specialist
CPAC