

**NEGOTIATED AGREEMENT**

**Between**

**NATIONAL INSTITUTES OF HEALTH**

**and**

**LOCAL F-271**

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

**Unit:**

**Emergency Management Branch  
Division of Public Safety**

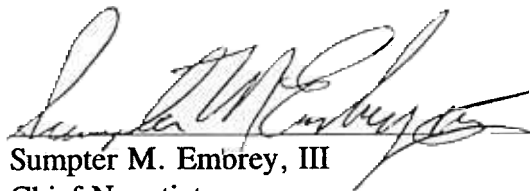
**THE FEDERAL SERVICE  
LABOR MANAGEMENT  
RELATIONS STATUTE  
TITLE VII  
CIVIL SERVICE REFORM ACT**

The effective date of this Agreement is:

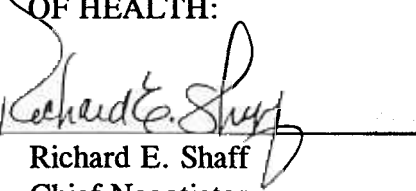
IN WITNESS WHEREOF, the Partners hereto have entered into this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

FOR THE UNION:

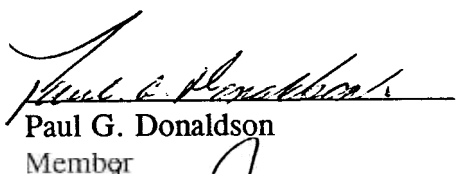
FOR THE NATIONAL INSTITUTES  
OF HEALTH:



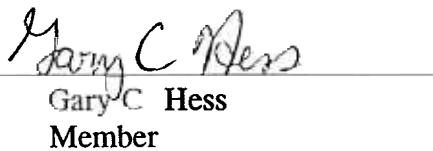
Sumpter M. Embrey, III  
Chief Negotiator



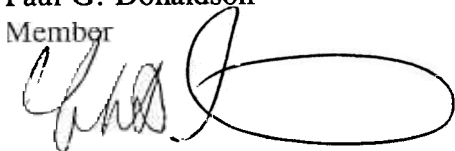
Richard E. Shaff  
Chief Negotiator



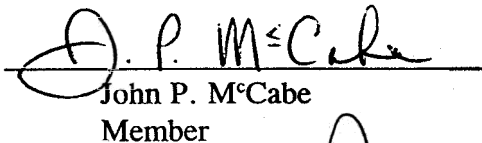
Paul G. Donaldson  
Member



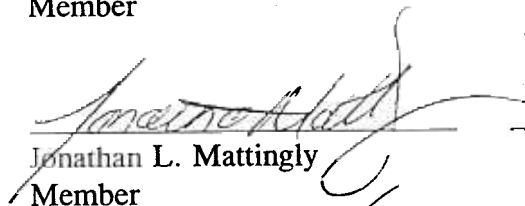
Gary C. Hess  
Member



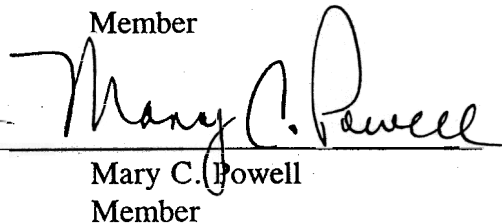
Thomas D. Gibson  
Member



John P. McCabe  
Member



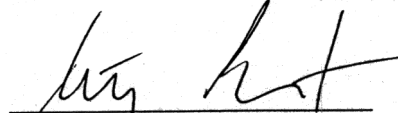
Jonathan L. Mattingly  
Member



Mary C. Powell  
Member



Maria Gorrasi  
Labor Relations Officer, NIH



Stephen C. Benowitz  
Collecting Bargaining Official, NIH

The effective date of this AGREEMENT is 4/23/97

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## PREAMBLE

THIS AGREEMENT is made by and between the National Institutes of Health (NIH), Department of Health and Human Services (DHHS), hereinafter called the "Employer," and the International Association of Fire Fighters (IAFF), Local F-271, hereinafter referred to as the "Union," and collectively referred to as the "Partners."

### 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 settlements of disputes between employees and their employers involving conditions of employment; and

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

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

### SUPPORT OF COMMON GOALS

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

Pursuant to Executive Order 12871, a "Partnership" has been entered into by the International Association of Firefighters, Local F-271 and the National Institutes of Health. To this end, the Partners have established and agreed to maintain a "Labor-Management Partnership" that will open a new era where the Union, the Employer and bargaining unit employees will work together to create a workforce at the NIH

which is highly motivated, multi-skilled and technologically advanced to meet the ever changing needs of the NIH. In addition, the Partners agree to implement this Labor-Management Partnership with a firm commitment to avoid an adversarial relationship to one that develops a "Quality" Labor-Management relationship that fosters a "Win/Win Attitude".

This Partnership will also assist in developing a quality labor-management relationship between the Partners. This partnership will provide a vehicle for allowing the Parties to become full partners in identifying problems, areas of concern, changes to working conditions within the organization and to develop viable solutions to these problems so that the mission of the NIH, specifically that of the Emergency Management Branch can be accomplished in a more cost effective and efficient manner.

The Partners goals and objectives are to further the Agency mission, foster a more productive and cost effective service to NIH customers and to enhance the living/working conditions and morale of bargaining unit employees.

NOW THEREFORE, the Partners 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 "ACT" or the "Statute" and Executive Order 12871, as follows:

## ARTICLE I

### Recognition and Coverage of the Agreement

The Employer hereby recognizes that Local F-271, International Association of Fire Fighters, is the exclusive representative of all employees in the bargaining unit which is defined as all non-supervisory GS-0081 Series employees in the Emergency Management Branch (EMB), Division of Public Safety, NIH. All Articles, Sections and provisions covered by this agreement are applicable to each member of the Bargaining Unit. Local F-271 recognizes its total responsibility for representing the interests of all such employees, without discrimination or regard to employee organization membership or status.

## ARTICLE II

### Provisions of Law and Regulation

Section 1. It is agreed and understood that in the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and regulations of appropriate authorities, including published agency policies and regulations in existence at the time the Agreement was approved; and by subsequently published agency policies and regulations required by law or by Executive Order.

## ARTICLE III

### Matters Subject to Consultation & Negotiation

Section 1. Matters appropriate for discussion and/or negotiation between the Partners are conditions of employment which include personnel policies, practices, and matters affecting working conditions of employees in the unit as defined in 5 USC 7103 (14) of the Federal Service Labor Management Statute.

Section 2. The Employer agrees that prior to making changes on personnel policies and practices or matters affecting general conditions of employment in the unit, the Employer will provide the Union with a copy of the proposed change and provide for discussion between the Partners. The Union may, within 15 calendar days of receipt of the proposed change, request to negotiate or may furnish written proposals thereto or request discussion regarding those matters submitted by the Employer. The Employer agrees to give full consideration to views expressed by the Union. An

exception to these factors may be emergency situations that are beyond the control of the Employer or when the Employer believes that existing policies are adversely affecting the essential emergency response mission of the Emergency Management Branch and/or the health and safety of the EMB employees. In such cases, the Partners shall meet, as soon as possible, to achieve a mutually agreeable solution.

## ARTICLE IV

### Rights of Employer

Section The Employer retains the authority

- 1 to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and,
- 2 in accordance with applicable laws -
  - a to hire, assign, direct, lay-off/furlough, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
  - b. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
  - c. with respect to filling positions, to make selections for appointments from
    - (i) among properly ranked and certified candidates for promotion; or
    - (ii) any other appropriate source; and
  - d. to take whatever actions may be necessary to carry out the agency mission during emergencies.

Section 2. Nothing in Section 7106 of the statute shall preclude the Partners from negotiating (1) at the election of the agency, on the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work; (2) procedures which management officials of the agency will observe in exercising any authority under this section; or (3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

## ARTICLE V

### Rights of Employees

Section 1. Each employee 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.

Section 2. Except as otherwise provided by Title V, USC, Chapter 71, such rights shall include the right 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.

Included in these rights is the right to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this Agreement.

## ARTICLE VI

### Union Representation

Section 1. The Employer agrees to recognize one steward of the Union from each platoon of the Fire and Emergency Response Section (FERS), also referred to as the NIH Fire Department, and one steward from the Fire Prevention Section (FPS) as the Union's duly authorized representatives. The said stewards will represent their respective Sections. An exception to this is when FPS personnel are assigned to the firehouse, then the Platoon steward shall represent them.

Section 2. The Union agrees to furnish in writing to the Employer through the Labor Relations Officer (LRO), on a current basis, the names of its stewards and officers, and furnish notice of all designated officers, stewards, and alternates within 15 calendar days from the date of any change in designation. Official time requests will not be granted to any steward/officer whose designation notice is not on file with the LRO.

Section 3. The Employer agrees to allow Union officers and stewards time away from the job without loss of pay to discuss with employees or management officials grievances and other appropriate matters directly related to the work situation



affecting the employees concerned. It is agreed that time off from work granted to stewards or other Union representatives shall not be used for discussion of any matters connected with the internal management or operations of the Union; the collection of dues or assessments, the solicitation of memberships, campaigning for elective office in the Union; the distribution of literature or authorization cards; or the solicitation of grievances or complaints.

Section 4. The Union recognizes its responsibility to ensure that representatives do not abuse the authority by unduly absenting themselves from their assigned work areas and that they will make every effort to perform their authorized functions in a proper and expeditious manner. A steward/officer will only be allowed time away from the job after requesting and receiving permission from the immediate supervisor. Supervisors will indicate their approval by initialing the appropriate form. The steward/officer will inform the supervisor where s/he plans to go and for approximately how long. The steward/officer also must obtain permission from the supervisor of the employee with whom s/he wants to meet. Upon completion of their business, the steward/officer and the employee will report back to their respective supervisors and assigned work area. Stewards/officers must sign in and out of their work area, specifying the time of absence and the type of representational duty being performed. The supervisor will maintain appropriate forms in an accessible location in the Fire Department. Generally, approval will be granted by the supervisor except where an immediate granting of time off would seriously affect the work of the unit. In such case the supervisor will arrange for time off as the workload permits.

Section 5. The Employer agrees that when given at least 15 calendar days advance notification, in writing, that an employee in the bargaining unit has been elected or appointed to serve as a delegate to any Union activity requiring a leave of absence, such employee may be granted annual leave or leave without pay, whenever possible, consistent with regulations and workload requirements. Stewards/officers may be permitted official time not to exceed a total of 48 hours per year for the purpose of receiving training which is mutually beneficial to the Partners.

Section 6. The Employer agrees that there shall be no restraint, interference, coercion, or discrimination against a steward because of the performance of official Union functions.

Section 7. The Union agrees that their officers and stewards will be familiar with the Civil Service Reform Act, as amended and other applicable regulations and procedures as well as provisions of this agreement.

Section 8. Officials or agents of the IAFF will be allowed to visit the facilities of the Emergency Management Branch at reasonable times, provided the Union obtains approval from the Employer prior to such visits. Such visits shall be for the purpose of obtaining information and/or representing the Union or employee(s). These visits will not unduly interfere with the normal operational requirements of the Employer. Reasonable care will be taken by the visitor(s), mentioned above, at the Employer's worksite, so as not to disturb the work of the Employer and employee(s).

## ARTICLE VII

### Annual Leave

Section 1. Annual leave is provided and may be used for two general purposes:

- a. to allow every employee an annual vacation period of extended leave for rest and recreation; and,
- b. to provide periods of time off for personal and emergency purposes. It is recognized that unanticipated emergencies may occur at any time; therefore, the Partners encourage all employees to maintain a leave balance sufficient to cover such occurrences.

Section 2. Approval of annual leave is the responsibility of the Employer consistent with the accomplishment of the mission of the NIH.

Section 3. It is recognized that employees should apply in advance for approval of anticipated leave. Whenever possible, the employee must request leave at least 24 hours in advance of the scheduled shift.

- a. Requests for annual leave for vacation are to be submitted prior to March 1 of each calendar year for inclusion in the overall vacation schedule. Once an employee has made a selection for vacation leave, s/he will not be permitted to change it if it affects the selection of another employee unless the latter employee is agreeable and the skill needs of the Emergency Management Branch are met. Should conflicts arise in the scheduling of vacation annual leave, they will be resolved on the basis of seniority in the bargaining unit. Vacation schedules in effect at the time of approval of this Agreement will remain in effect for the balance of the calendar year.

- b. Annual Leave for Thanksgiving, Christmas, and New Year's Day will be approved on a rotating basis. Requests for leave for any one of these holidays will be honored on the basis of seniority in the bargaining unit except that employees who were granted leave for one of the above mentioned holidays during the preceding year will be placed at the bottom of the list, ranked according to seniority in the unit. The first named person on the list will have first choice of the holiday. If s/he declines the opportunity, his/her name will be placed at the bottom of the rotation schedule.

Employees requesting leave on a holiday must submit the request at least 45 days prior to the holiday. When more than one employee requests leave for the same period, the employee highest on the list will be given the first consideration for approval. Leave for an entire 24 hour shift will be given priority over requests for less than 24 hours, regardless of the employee's position on the list. If an employee requests leave for less than 24 hours, s/he will be given the opportunity to request the entire shift before the leave is offered to an employee lower on the list. If no leave is requested prior to the 45 days before the holiday, the first employee requesting leave will be given first consideration for approval.

Thanksgiving, Christmas and New Year's Day holidays will be considered to be from 0700 the day before to 0700 the day after.

Section 4. When a request for annual leave has been denied, the employee will be notified promptly of the reasons for denial.

Section 5. Emergency requests for annual leave must be made at least 1 hour prior to the time the employee is scheduled to report for duty whenever possible. An emergency for annual leave purposes is defined as:

- a. a condition which came to the employee's attention after s/he has left work;
- b. a situation of such a serious nature as to justify the employee's inability to report to work; or
- c. a situation arising during duty hours that necessitates the employee's need to immediately absent himself/herself from duty.

Section 6. At the time of the emergency request for leave, the Employer may require the employee to state the reason for the request. The reason must be in sufficient detail to permit the supervisor to make an informed decision regarding approval of the leave.

## ARTICLE VIII

### Sick Leave

Section 1. Employee shall earn sick leave in accordance with applicable rules and regulations.

Section 2. The Union fully recognizes the importance of sick leave as well as the advantage of sick leave accrual to the individual and the duty of the employee to utilize sick leave only when incapacitated for the performance of duty due to illness, injury, or other valid reasons. The Union, therefore, agrees to further the efforts of the Employer in its endeavor to eliminate improper or unwarranted use of sick leave on the part of employees covered under this Agreement.

Section 3. In order to request sick leave, an employee must notify the leave approving official at least one hour prior to the scheduled tour of duty. When it is impossible for an employee to report an illness prior to the scheduled tour, the supervisor will give consideration to the reason for the employee's failure to report the illness in the required manner.

Section 4. A doctor's certificate is required for all absences of three full duty days or more. In cases where the supervisor has reason to believe that an employee is abusing the use of sick leave, the supervisor may require the employee to furnish a medical certificate to support any requested absences.

Section 5. Employees who, because of illness, are released from duty by their supervisor on the advice of the Occupational Medical Services (OMS), shall not be required to furnish a medical certificate in support of sick leave for the day released from duty. However, succeeding days of sick leave will be subject to the provisions of Section 4 of this Article.

Section 6. When an employee is requesting sick leave for more than one day, s/he should make arrangements with the leave approving official concerning reporting procedures. For illnesses of more than one day, employees are required to call each day unless extended sick leave has been approved. When it is not physically possible

for the employee to personally make the call, the individual calling must provide the leave approving official sufficient information regarding the employee's illness for leave approval. This procedure is important to the daily scheduling of work.

Section 7. Employees will obtain prior approval for absence for the purpose of medical, dental, and optical examination or treatment except where an emergency would preclude prior notice and approval. Since firefighters are off-duty every other day, every effort will be made to schedule routine appointments in a manner which minimizes any impact to staffing in the Fire Department.

Section 8. The Employer agrees to give careful consideration to individual requests by employees for advance of sick leave in an amount not to exceed the provisions of applicable regulations.

Section 9. If a physician recommends restricted activities due to a medical condition which precludes an employee from fully functioning as an emergency responder, and concurrence is obtained from the Occupational Medical Service, reasonable accommodation for a temporary disability (light duty) will be considered on a case by case basis. A temporary disability means that the employee: (1) is not able to perform all required emergency response duties on a full time basis; (2) has recovered sufficiently to return to meaningful work in a functional capacity; and, (3) is expected to fully recover.

Light duty assignments are not guaranteed and approval will be based solely on the current requirements of the Emergency Management Branch (EMB) and the functional restrictions imposed by the physician. If the employee cannot respond to emergency incidents, the weekly duty hours and the days worked may be adjusted to best meet the program needs and accommodate the medical restrictions of the employee.

A light duty assignment may be approved for a period not to exceed 30 days, after which the employee must be medically reevaluated to determine if the medical restrictions have changed, verify the anticipated recovery date and to review the personnel and mission related requirements of the EMB. If light duty is not approved, either initially or after reevaluation, the employee must apply for leave from an appropriate leave category.

## ARTICLE IX

### Leave Without Pay

Section 1. Employees may request and be granted leave without pay in accordance with applicable laws and regulations. Such leave of absence shall not exceed a period of one year for each application.

Section 2. An employee on approved leave of absence shall not lose any rights, benefits, or privileges (including bumping and retreating rights) as a result of said leave, subject to applicable laws and regulations.

## ARTICLE X

### Miscellaneous Leave and Excused Absence

#### Section 1 Court Leave

- a. Court leave will be granted to an employee who is required by subpoena or directed by higher authority to appear as a witness for the Federal or state government or District of Columbia in accordance with applicable regulations. The court may be a Federal, State, District of Columbia or municipal court. When the employee is called as a witness s/he shall notify his/her supervisor promptly so that proper arrangements may be made for the absence from duty. Fees received for non-duty time spent in court remain the property of the employee.
- b. Employees called for jury duty or jury qualifications will be granted court leave in accordance with regulations. When called, the employee shall notify the leave approving official promptly and shall submit a true copy of the summons for jury service. Upon completion of the service, the employee shall present to the leave approving official satisfactory evidence of time served on such duty. Fees can be retained by the employee for jury duty performed within certain jurisdictions, in accordance with applicable court leave regulations.
- c. An employee released by the court in time to return to work for at least 2 hours of the regular work shift, will return to work or be charged appropriate leave, or absence without leave, for the absence. However, duty time, added to court time will not exceed the normal amount of hours

the employee is expected to work. An employee released from court after NIH's core hours 8:30-5:00, and required to return to court the following day will not be required to return to work that day.

## Section 2 Voting and Registration

- a. Excused absence will be given to employees to vote in national, state, and local municipal elections or referendums.
- b. An employee living within normal commuting distance will be given excused time as necessary to vote, without charge to leave, which will permit him/her to report to work within 3 hours after the polls open or leave up to 3 hours before the polls close, whichever requires the least amount of excused absence.
- c. If the employee's voting place is beyond normal commuting distance and absentee balloting is not permitted, s/he may be granted sufficient time off to vote not to exceed 8 hours.
- d. In jurisdictions where registration in person is required, excused absence to register will be granted on the same basis as the voting, except that no time shall be granted if registration can be accomplished on a non-workday.
- e. The employee has a responsibility to make arrangements with his/her leave approving official in advance for time off to vote or register.

## Section 3 Military Leave

Requests for military leave will be granted in accordance with applicable rules and regulations.

## Section 4. Honor Guard - Military Funeral

A reasonable amount of time will be granted, as an excused absence, for participation as honor guards, pallbearers, or members of a ceremonial firing squad at military funerals or burials provided that approval has been obtained in advance and that the granting of this leave will not cause undue hardship in the day-to-day operation of the unit.

## Section 5 Public Safety Officer Funeral

Members of the Bargaining Unit will be excused from duty, for reasonable amounts of time, to represent the Department at funerals of Public Safety Officers, provided that approval has been obtained in advance and that the granting of this absence will not cause undue hardship to the day-to-day operation of the Unit.

## ARTICLE XI

### Tardiness

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

- a. In an isolated instance of tardiness of less than 1 hour, where the excuse is acceptable to the supervisor, the tardiness may be excused in accordance with applicable regulations. Where the tardiness is in excess of 1 hour and the reason for tardiness is acceptable to the supervisor, the employee will be charged the appropriate leave.
- b. In the case of tardiness where the excuse is not acceptable to the supervisor, the period of tardiness will be treated as absence without leave (AWOL).
- c. When an employee is tardy two times, without reasonable prior notification, in any 60 day period, the supervisor shall advise the employee that future tardiness will be treated as absence without leave (AWOL) regardless of the nature of the excuse. In such cases of excessive tardiness, the supervisor will advise the employee, in writing, of the possible consequences, including disciplinary action, if the punctuality habits are not improved.

## ARTICLE XII

### Special Leave Procedures

Section 1. Whenever an employee's attendance record is considered unsatisfactory due to incidents of unauthorized absence or frequent requests for emergency annual leave or sick leave, s/he may be required by the Employer to follow prescribed



procedures to support all requests for annual or sick leave, after s/he has been given a statement in writing serving as advance notice that certain prescribed procedures for granting leave will be followed. Such notices shall be intended as warnings that the general pattern of leave is not satisfactory.

Section 2. No employee shall be given a written notice placing him/her on special leave procedures without prior discussion of the reasons for such action. The employee may advise the Union that such discussion has taken place. The Union may discuss the notice with the supervisor and/or the employee.

Section 3. The Employer will review the record of each employee on special leave procedures no later than 6 months following the date of the letter imposing the special leave procedures. Upon review of the case, the employee will be notified, in writing, of the decision for continuance or discontinuance of the special leave procedures. If the Employer decides to continue the special leave procedures, the employee will be advised in writing of the reason for continuing the special leave procedure and what the Employer reasonably expects of the employee to correct the leave use situation.

### ARTICLE XIII

#### Hours of Work and Basic Workweek

Section 1. The duty hours for 72-hour work week employees will be from 0700 to 0700 with platoons working alternate tours of duty. The Employer agrees that an employee of the unit may be relieved, person by person, up to 55 minutes prior to the scheduled starting time (0605 hours), provided that approval of the Officer-In-Charge has been obtained and that all response assignments are adequately covered. Early relief is voluntary by employees and will not increase the employee's compensatable hours.

Section 2. All employees of the bargaining unit who have been designated "essential personnel," when administrative leave is granted to nonessential employees because of hazardous weather conditions or for other emergency situations, must report for work unless they have been individually notified by their supervisor that they are excused for the day. An employee who is scheduled for duty (and is not notified otherwise) will not be excused if s/he fails to report. The employee will be granted approved leave (annual, LWOP) if s/he has made a reasonable effort to report as determined by the supervisor; otherwise the supervisor will charge the employee AWOL. Any employee that reports late will be excused by the supervisor without charge to leave when late arrival is deemed unavoidable and the employee has made a reasonable

effort to arrive on time in accordance with provisions outlined in Article XI, Tardiness.

Section 3. The Employer will make every effort that work requirements on Sundays and all government holidays will be limited to those functions necessary to ensure the continuance of the Fire Department's emergency response capability. Accordingly, Saturdays are considered to be normal work days for the firefighters and work assignments will be scheduled as such.

Section 4. The Partners agree that firefighters may substitute for firefighters and that fire inspectors may substitute for fire inspectors on regularly scheduled tours of duty in the fire station, in order to permit an employee to absent himself from work to attend to purely personal pursuits. This practice is commonly referred to as "trading time." This practice will in no way require additional compensation on the part of the Employer. Accordingly, the practice of "trading time" will be deemed to have no effect on the hours of work if the following criteria are met:

The trading of time is voluntarily arranged by the employees participating in the program and subject to prior approval of the Employer. Approval will be based on the following considerations - grade, qualifications and special skills of the employees, familiarity with the work assignment, particular work requirements and the mission of the NIH, as determined by the Employer.

- 2 The reason for trading time is due, not to the Employer's business operations, but to the employee's desire or need to attend to personal matters.
- 3 The Partners agree that the trading of time must be accomplished in accordance with applicable law and that time and attendance reports will reflect those laws.
- 4 Any employee with a medical condition which requires restrictions in activities precluding the individual from fully functioning as a part of the shift will not be allowed to "trade time". Furthermore, "trade time" will never require the use of overtime or compensatory time.

## ARTICLE XIV

### Overtime and Compensatory Time

Section 1. The Employer will make an effort to assign overtime fairly among eligible employees. Assignment of overtime will be made in light of the following considerations - special skills of the employees, familiarity with the work assignment, particular work requirements, consideration of past performance in reporting for overtime, and wishes of employees, subject to paramount requirements and mission of the NIH.

Section 2. The Union understands that all employees of the bargaining unit must be willing to accept overtime work on short notice in emergencies. The Employer agrees to make an effort to give employees advance notice before requiring them to work overtime.

Section 3 Overtime shall be paid in accordance with applicable regulations

Section 4. An employee working irregular unscheduled overtime (work performed on a day when work is not scheduled for the individual, or for which s/he is required to return to the NIH) will be in overtime status immediately upon notification. This applies only when the Employee must return after leaving the worksite from the preceding shift.

Section 5. If the Employee is merely delayed from ending a tour of duty because of responding to an emergency call near the end of a shift or because of the tardiness of personnel from the on-coming platoon, the employee will be paid overtime only for the time s/he is delayed from leaving, up to 30 minutes. After 30 minutes, the employee will be paid two hours overtime.

Section 6. The Employer agrees that records of overtime may be reviewed by Union representatives on request in accordance with the provisions of the Privacy Act (Public Law 93-579). The employer agrees to keep up-to-date records of each employee on each shift. An employee will go to the top of the overtime list and remain there for a period of 30 days if s/he does not work any scheduled or unscheduled overtime. After 30 days, s/he will go to the bottom of the list. If the employee works any scheduled or unscheduled overtime of 2 hours or more, then they will go to the bottom of the list after working the overtime. The overtime list will include all non-supervisory firefighters. In addition, when an employee is forced to work overtime on two occurrences within 30 days for less than 30 minutes, that individual shall rotate to the bottom of the list.

Employees will be given first option to work overtime on their sign-off day, provided the overtime becomes available prior to 2000 hours the day before. The supervisor on-duty will attempt to contact the employee utilizing the "Fire and Emergency Response Section Home Addresses and Phone Numbers List". If the sign-off employee is not available to work, the supervisor shall utilize the overtime list and offer the overtime to employees starting from the top of the list. Overtime may be split between employees with the first option being given to the employee higher on the list, provided other employees affected by the split are willing to work. If no one volunteers to work the overtime, the employee closest to the top of the list shall be forced to work the overtime. If more than one overtime slot is available, the employee highest on the list shall work the longer period unless a mutual agreement can be made between the employees working.

If an employee has volunteered to work regularly scheduled overtime and is forced to work prior to the day scheduled, s/he must either work the overtime or make other arrangements to cover the scheduled overtime slot.

Section 7. Overtime shall be paid at the appropriate overtime hourly rate in accordance with the current NIH overtime payment practices for this bargaining unit.

Section 8. Compensatory time may be requested in lieu of overtime at the discretion of the employee, subject to applicable regulations.

## ARTICLE XV

### Merit Promotion

Section 1. The procedures of the Merit Promotion Plan with related NIH appendices will be applicable to the bargaining unit; however, the Employer will give initial consideration to eligible employees in the bargaining unit who have applied for a vacancy in the Emergency Management Branch . Such consideration will not preclude the Employer from seeking applicants from outside sources.

Section 2. Appropriate position vacancy announcements shall be posted on EMB bulletin boards.

## ARTICLE XVI

### Temporary Promotions and Details

Section 1. It is agreed by the Partners as a matter of principle that employees should be paid at rates commensurate with the duties to which they are assigned. Therefore, the Employer agrees that the use of details to positions of higher level and pay will be held to a minimum.

Section 2. Wherever practicable, the duties of an employee who is absent for a period of time, will be assumed by another employee of the same or higher grade as the employee being replaced. When this is not practicable, another employee of lower grade may be assigned to act. When an assignment is anticipated to last more than 120 calendar days, an employee shall be given a temporary promotion under competitive promotion procedures. Assignments for less than 120 calendar days may be covered by detail in accordance with applicable regulations.

Section 3. In a similar manner, employees may be detailed or temporarily promoted to a position of a higher grade to (1) fill a position which has become vacant until a permanent appointment is made, (2) assume increased responsibilities for a limited period due to workload, or, (3) participate in a special project which will last for a limited period.

Section 4. An employee may be temporarily promoted for the expected duration of the need for his/her services in the higher grade, but the initial period may not exceed 1 year. If those services are still needed in the higher grade after the initial period ends, the Employer will review the situation and determine whether it actually is temporary and, if not, the position will be filled on a permanent basis. If the situation warrants, however, the temporary promotion may be extended for up to 1 additional year.

Section 5. Employees selected for temporary promotions must meet the requirements for basic eligibility in accordance with applicable qualification standards of the Office of Personnel Management and appropriate placement factors. They need not, however, be selected under competitive promotion procedures unless the detail is for 120 days or more.

Section 6. Employees may be detailed in accordance with applicable regulations, between specialized position categories to take care of situations such as temporary workload imbalances or to prevent the need for reductions in force.

Section 7. Upon termination of temporary promotion, the employee will be returned to the position from which s/he was promoted at the pay rate to which s/he would have been entitled had s/he not received the temporary promotion.

Section 8. A temporary promotion may not be made primarily to: (1) train or evaluate an employee in a higher grade position; (2) give an employee a trial period before permanent promotion; or, (3) decide among candidates for permanent promotion.

## ARTICLE XVII

### Training and Travel

Section 1. The Partners agree that the training and development of employees within the unit is a matter of significant importance.

Section 2. The Employer will provide training opportunities to enable employees to do their present job more safely and effectively. The Employer agrees to meet with the Union at least once a year for the purpose of discussing training courses for members of the bargaining unit. The Employer agrees to consider all training proposals made by the Union including those proposed training courses which may require travel funds. The Employer encourages the submission of these proposals prior to the end of the fiscal year so that the needs can be considered during the budget planning process.

Section 3. Training opportunities will be offered without regard to race, color, creed, national origin, age, sex, lawful political affiliation, marital status, handicapping condition, sexual orientation or membership in a lawful labor organization.

Section 4.

- a. Travel funds may be provided in accordance with applicable regulations and the availability of such funds for all training approved by the Employer involving travel.
- b. Employees attending required training courses where the training is located outside of the local area, as defined by the Federal Travel Regulations, will not suffer loss of pay during the duration of the course even though the course time is less than regularly scheduled tour of duty.

Where training is within the local area and involves an employee's normal time off, adjustments in the work schedule may be made. If adjustments are made to the employee's schedule, they shall be made prior to the start of the training course. Adjustments of employee schedules may be for less than the normal weekly tour-of-duty . Every effort will be made to allow sufficient time during the course schedule for the employee to adequately prepare for course requirements.

- d. In order to further the purpose and objectives of these sections, the Partners agree to establish an Emergency Management Branch Training Committee. This committee will meet at least two times a year and shall report directly to the Chief, Emergency Management Branch, DPS. The Chief, EMB and the President of the Union shall submit agenda items to be considered by the committee.

Section 5. The employee has the responsibility for providing evidence of satisfactory completion of any training course for inclusion in his/her Official Personnel Folder.

Section 6. The Partners recognize that each employee is responsible for applying reasonable effort, time, and initiative in increasing his/her potential value through self-development and training. All development depends, in the final analysis, on the employee's desire to learn and improve. The employee must show initiative and energy in developing his/her own skills and abilities.

Section 7. The Employer agrees that if, as a requirement of a current position, an employee must maintain EMT (Emergency Medical Technician) certification, the employee will be in pay status while attending recertification training. However, an employee whose first attempt is not successful, will not be in pay status during any subsequent attempts to pass the training course.

## ARTICLE XVIII

### Equal Employment Opportunity

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

Section 2. The responsibility for counseling employees who allege discrimination based on race, color, creed, sex, age, or national origin, handicapping condition, or sexual orientation and the formal investigation and adjudication of EEO complaints rests with the Office of Equal Opportunity, NIH.

Section 3. The Partners agree that any behavior which is, or may be considered, offensive or insensitive to any person, or to any groups of people, is totally unacceptable and will not be tolerated. Failure to follow acceptable workplace behavior principles as defined by EEO guidelines, regulations and/or policy will be considered to be misconduct and may result in disciplinary or adverse actions being taken.

## ARTICLE XIX

### Grievance Procedure

Section 1. The purpose of this Article is to provide a method acceptable to the Partners for prompt and equitable settlement of grievances.

Section 2. Scope:

A grievance means any complaint

- A. by an employee concerning any matter relating to his/her employment;
- B. by the Union concerning any matter relating to the employment of any employee; or,
- C. by any employee, the Union, or Employer concerning:
  - the effect or interpretation, or a claim of breaches of a collective bargaining agreement; or,
  - 2 any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- D. except it shall not include a grievance concerning:
  - 1 those matters mandatorily excluded by Section 7121<sup>©</sup> of the CSRA



- any claimed violation relating to prohibited political activities;
  - b. retirement, life insurance, or health insurance;  
a suspension or removal under Section 7532 (for national security reasons);
  - d. any examination, certification, or appointment; or,  
the classification of any position which does not result in the reduction in grade or pay of an employee.
2. the termination of a probationary or temporary employee;
  3. notice of proposed disciplinary action or proposed adverse action or proposed action based on unacceptable performance;
  4. the identification of critical elements and the substance of performance standards of an employee's position when established in accordance with law and regulation;
  5. nonselection from a group of properly ranked and certified candidates for promotion provided the Employer had adhered to the provisions of Article XV, Merit Promotion;
  6. a complaint or allegation of discrimination;
  7. the adoption of or failure to adopt an employee suggestion or invention or disapproval of quality increase, performance award, or other types of honorary or discretionary award;
  8. Reduction in force (RIF) actions taken under Part 351; or,
  9. final agency decisions regarding denials of within-grade increases
- E. This negotiated procedure shall be the exclusive procedure available to the Union and the employees of the bargaining unit for resolving such grievances as defined in this Section except for actions as provided in 5 USC 7121e(1) for which the employee can elect the negotiated grievance procedure or the statutory appeals procedure but not both. The Union agrees to encourage employees to give consideration to the use of the

agency administrative grievance or statutory appeals procedures for resolving grievable/appealable issues.

### Section 3 Grievance Procedure

The Partners agree that every effort will be made to settle all grievances informally at the lowest possible levels. If the matter is not resolved at this informal stage, within a reasonable amount of time, the formal written procedures described in Part A will be used.

- A. In order for a formal grievance to be accepted for consideration by the Employer, it must be in writing and personally signed and dated by the grievant(s). If the grievant is to be represented in pursuing the grievance, the name, telephone number and address of the Union representative must be included. The grievance must state precisely the nature of the grievance and the personal relief sought. It must be stated that this grievance is being filed in accordance with the negotiated grievance procedure including a citation of the step at which it is being filed.

For the purpose of this grievance procedure, a grievant will be granted up to 4 hours of official time to prepare the grievance. The grievant will be authorized a reasonable amount of official time to present the grievance during his/her normal tour of duty providing they are in a paid duty status. If the inability of the grievant to timely present the grievance during duty hours is due to the Employer's unavailability, then the time limit for presentation will be extended to allow the grievant to present the grievance on official duty time. This time shall be granted from 0700 to 1500 hours.

Step 1. The grievance shall first be presented in writing by the concerned employee(s) and/or the Union representative to the respective Section Chief of the involved Section no later than 14 calendar days from the date of the precipitating incident or when the employee first becomes aware of it. The Section Chief will issue a written decision within 14 calendar days of the receipt of the grievance.

Step 2. If the grievance is not settled at Step 1, the employee(s) and/or Union representative may submit the grievance within 14 calendar days from receipt of Step 1 decision to the Chief, Emergency Management Branch. The Chief, EMB will issue a written decision within 14 calendar days from receipt.

Step 3. If the grievance is not resolved at Step 2, the employee(s) and/or the Union representative may submit the grievance to the Director, Division of Public Safety, within 14 calendar days of receipt of the Step 2 decision. The Director, DPS will issue a written decision within 14 calendar days after receipt of the grievance.

Step 4. If the grievance is not resolved at Step 3, the employee(s) and/or the Union representative may submit the grievance within 14 calendar days of receipt of the Step 3 decision to the Associate Director for Research Services, with a copy to the Labor Relations Officer, NIH. A written response will be issued within 14 calendar days of receipt of the grievance.

Step 5. If the grievance is not satisfactorily settled at Step 4, the Union may refer the matter to arbitration within 30 calendar days of receipt of the Step 4 decision.

- B. Grievances regarding suspension of 14 days or less, a reprimand, an effected major adverse action or a removal or reduction in grade based on unacceptable performance will be initiated at that step of the negotiated grievance procedure which is one level higher than that of the deciding official on the action.

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

Section 5. Should any dispute arise between the Partners concerning any grievable items as defined in this Article, the moving party (either Employer or Union) will inform the other party in writing of such dispute within 30 days of the occurrence which gave rise to the grievance or 30 days after the grievant becomes aware of the event or occurrence prompting the complaint. The President of Local F-271 and the Labor Relations Officer, NIH, (or their designees) and the appropriate management official(s) will meet within 14 calendar days of such notification and make an earnest effort to resolve the matter through discussion. This meeting shall take place with all Union and Management representatives physically present so that open face-to-face discussions will ensue. The intent of this Section is to nurture the spirit of cooperation through communication between the Partners. The President or his/her designee may invite additional Union representatives to equal the number of management officials who will attend the meeting. Within 14 calendar days of the meeting, the respondent party will relay in writing to the moving party its position concerning the disputed issue(s). If, upon receipt of the respondent party's reply, the

matter remains unresolved, the moving party may refer the dispute to arbitration. Prior to submission of any such dispute to arbitration, the Partners shall meet in an attempt to mutually agree on the issue(s) to be submitted to the arbitrator.

Section 6. The Partners recognize the principle that the employee must follow instructions first and then may file a grievance. This principle is valid for all situations except when an employee has a reasonable belief that (1) under the circumstances the task poses an imminent risk of death or serious bodily harm and (2) there is insufficient time to seek effective redress through the NIH hazard reporting and abatement procedures. Where an exception exists, and the employee chooses to grieve, s/he shall follow the grievance procedure outlined. However, the time limit for initiating grievances regarding "serious" safety issues at Step 1 shall not exceed 48 hours for either the Employer or the Union.

Section 7. It is agreed that when several employees have an identical grievance, the Union will select one case for processing under this procedure and the results will be applicable to the other employees concerned. The Union will notify the Employer, in writing, regarding which employee's grievance will be processed and the names of the other employees concerned. Such notification to the Employer will be made prior to entering a grievance at Step 1.

Section 8. In the event either party should declare a grievance nongrievable or nonarbitratable, the original grievance shall be considered amended to include this issue. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

Section 9. All time limits stipulated in this Article may be extended for stated periods of time by the Partners who agree to such an extension in writing. Failure on the part of the Employer to meet any of the indicated time limits will allow the grievant(s) or Union representative to proceed to the next higher level for decision on the grievance. Failure by the employee or the Union to meet the prescribed limits at any step of this procedure will grant the Employer the authority to terminate the grievance at that step the employee or Union failed to meet the time limit requirement.

Section 10. The Employer shall, upon request, provide the Union representative with information necessary to assist in resolving grievances in accordance with applicable Federal rules, regulations, and guidelines.

## ARTICLE XX

### Arbitration

Section 1. If the Partners fail to settle any grievance processed under the negotiated grievance procedure, such grievance shall be submitted to arbitration upon written request by either party within 30 calendar days after issuance of the final grievance decision.

Section 2. Within 14 calendar days from the date of the request for arbitration, either party shall request the Federal Mediation and Conciliation Service to provide a list of 7 impartial persons qualified to act as arbitrators. The Partners shall meet within 7 calendar days after receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each alternately strike one arbitrator's name from the list of 7 until one name remains who shall be the duly selected arbitrator.

Section 3. The party requesting arbitration shall be empowered to make a direct designation of an arbitrator to hear the case in the event:

1. either party refuses to participate in the selection of an arbitrator; or,
2. upon inaction on the part of either party.

Section 4. If the Partners fail to agree on a joint submission of the issue for arbitration, each shall submit a separate statement of the issue(s). The arbitrator shall make a final determination of the issue(s) to be heard.

Section 5. The arbitrator's fee and expenses of the arbitration, if any, shall be borne equally by the Partners. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic workweek. All Union participants in the hearing shall be granted Official Time to attend if they are otherwise in duty status.

Section 6. The arbitrator shall render a decision as soon as possible, but no later than 30 days after the conclusion of the hearing unless the Partners agree otherwise. An arbitrator will not consider a procedural contract violation to be a harmful error unless the violation would have caused the Employer to reach a different conclusion.

Section 7. An arbitrator's award shall be binding on the Parties. The arbitrator shall have no authority to add or modify any terms of this Agreement. Any exception to an

arbitrator's award must be filed with the Federal Labor Relations Authority in accordance with the provisions of the Authority.

Section 8. Except as mutually agreed by the Partners, arbitration will be conducted as oral proceedings with provision for a verbatim transcript.

## ARTICLE XXI

### Disciplinary and Adverse Actions

Section 1. It is agreed that all disciplinary and adverse actions must be based on such cause as will promote the efficiency of the service.

Service 2. A disciplinary action taken against an employee will be the minimum that can be reasonably expected to attain the purpose for which the action was initiated.

Section 3. Disciplinary actions covered by this Article include a letter of official reprimand, or suspensions of 14 days or less effected under Subchapter 1, 5 USC, Chapter 75. Adverse actions covered by this Article include a removal, a suspension of more than 14 calendar days, a reduction in grade, a reduction in pay, and a furlough of 30 days or less effected under Subchapter 2 of 5 USC, Chapter 75.

Section 4. Before the Employer issues an employee a written notice proposing any disciplinary or adverse action, the Employer will discuss the reasons for the action with the employee. It is recognized that this may not be possible in exceptional situations, for example, intoxication, drug abuse, employee's absence, and where the employee's action may endanger himself/herself or others.

Section 5. The Union shall be given the opportunity to be present at any examination of an employee in the unit by a representative of the agency in connection with an investigation if: (a) the employee reasonably believes that the examination may result in disciplinary action against the employee, and (b) the employee requests representation.

Section 6. The Employer will issue a written proposal of a disciplinary or adverse action except for an official reprimand. The notice shall include specific charges, the proposed penalty, the name of the person to whom a reply is to be directed, where the employee may review the material upon which the action is based, advice on the employee's right to representation, and the time limit for the receipt of a reply.

Section 7. A notice of decision to effect disciplinary or adverse action shall advise the employee of all grievance/appeal rights and the time limits within which the grievance/appeal must be filed.

Section 8. Upon request, the employee shall be given an extra copy of any proposal or decision for disciplinary action. It is the employee's responsibility to transmit the copy to his/her representative if s/he elects to do so.

## ARTICLE XXII

### Safety and Occupational Health

Section 1. The Employer shall provide and maintain safe working conditions and industrial health protection which are free from recognized hazards, for employees using recognized safety precautions as a guide. The Union shall cooperate by encouraging all members of the unit to observe safety precautions and to work in a safe manner.

Section 2. It is recognized that each employee has a primary responsibility for his/her own safety and an obligation to know and observe safety rules and practices as a measure of protection for himself/herself and others. In the course of performing their normally assigned work, shop stewards will be alert to observe unsafe conditions and practices in their immediate areas which represent safety and health hazards. When unsanitary, unsafe, or unhealthful conditions or practices are observed by the steward, it is his/her responsibility to report them at once to the immediate supervisor on duty. In addition, a representative of the Union will participate in all formal safety and health inspections conducted by the NIH. Section 3. In accordance with Article III, the Employer agrees to notify the Union prior to issuing any safety or health regulation or policy which would impact upon the working conditions of EMB employees. If the Employer establishes a committee and the function of that committee will affect the working conditions of unit employees, the Employer will consider selecting a Union representative who is an employee of the unit to serve on the committee.

Section 4. The Employer will welcome at any time, from individual employees or from the Union, suggestions which offer practical and economically feasible ways of improving safety conditions. Any Union steward from the bargaining unit may upon request, meet with the Employer's representative without loss of pay or leave to consider safety problems and to make recommendations.

Section 5. The employee(s) shall use safety equipment, personal protective equipment, and other devices and procedures provided or directed by the Employer necessary for their protection.

Section 6. When the Employer has made a determination that the need exists and requires the use of safety equipment, personal protective equipment, and other devices necessary for the employee's protection, these items will be provided by the Employer.

Section 7. The Partners agree that in order to enhance the image of the Emergency Management Branch, a neat, consistent appearance of EMB personnel is essential. FPS personnel will work in civilian clothes, except when working a tour-of-duty at the fire station. Uniforms for the firefighters and Fire Prevention Section staff on-duty at the fire station shall consist of dark blue trousers and dress shirt, with brass, for official representation of the department; BDU pants and golf shirts for normal operations; T-shirts; two pairs of shoes (dress and work); work/job shirts; light/medium weight jackets; heavy winter coat and coveralls - all to be worn in accordance with the EMB Uniform Policy.

Section 8. The Partners agree to establish a committee with equal numbers from management and the Union to make recommendations to the Chief, Emergency Management Branch, DPS on matters regarding uniforms, dress code, safety equipment, personal protective equipment, other safety devices, and operational procedures and practices which will enhance the quality of work performed and promote health and safety. The Partners agree to help facilitate the implementation of all recommendations adopted by the Chief, EMB. The committee will meet whenever necessary, but the number of meetings should not exceed four (4) times per year. When the Chief, EMB decides not to adopt a recommendation, s/he will inform the committee of the reasons for not adopting their recommendation.

Section 9. Employees of the EMB must be well groomed at all times. This is essential not only for the safety and protection of the employee, but for sound hygiene practices.

- A. Hair. Hair shall be neatly trimmed to a degree that headgear fits properly and in no case must the bulk or length of hair interfere with the proper and safe wearing of any protective equipment.
- B. Sideburns and "mutton-chops". Sideburns must be neatly trimmed as not to affect the proper sealing of self-contained breathing apparatus.



- C. Beards/goatees. Beards or goatees shall not be worn. Employees of the EMB shall be clean shaven while on duty. Employees suffering from Pseudofolliculitis Barbae (PFB) or related dermatological conditions, may wear a beard if the employee has written certification from a dermatologist, at the employee's expense. Any employee who is allowed to grow a beard because of Pseudofolliculitis Barbae (PFB) may, at the discretion of the appropriate Section Chief, be required to return to a dermatologist for further review.

Section 10. Jewelry which extends beyond the ear lobe or jewelry which is loose or protrudes and may catch in machinery or equipment may not be worn while on duty.

Section 11. The Partners agree that employees injured on the job will report injuries, no matter how slight, to the supervisor, preferably before leaving the worksite on the shift during which the injury occurred, but not later than 48 hours after the injury or any potential exposure(s) while on duty. Such report shall be made on the appropriate Office of Federal Employees Compensation form. If the employee's injuries prevent making this report, the report must be submitted by the supervisor. When an employee on duty requires treatment away from the activity because of occupational accident or occupational sickness, the Employer will provide transportation for the employee to the facility for treatment/examination on the day that the accident or illness occurs. Further, the applicable provisions of the Worker's Compensation Act, as administered by the OFEC, Department of Labor, will be made available to the employees. The immediate supervisor or designee will assist the employee in filing all necessary forms.

Section 12. No employee will be required to perform any duties without receiving adequate specialized job safety and health training appropriate for the task at hand.

Section 13. First-line supervisors of non-supervisory employees will conduct safety meetings with their employees of approximately 10 minutes duration at least once every month. Topics to be discussed will be selected from suggested topics furnished by individual employees, the Union, and the Employer. Suggestions developed at the safety meetings will be considered and communicated to the appropriate official who has been designated as having the authority to effect changes in safety rules and regulations.

Section 14. Adequate maintenance of utilities in the fire station will be provided. When such utilities fail to operate properly, the appropriate supervisor will make a prompt reasonable effort to obtain repair service.

Section 15. The Partners agree that since firefighters work 24-hour tours of duty, space allocated in the fire station for living quarters is for the exclusive use and benefit of EMB personnel. These areas will not be used as public facilities except in unusual circumstances.

Section 16. The Partners agree that good health is essential to providing emergency services to the NIH. To this end, the NIH has established policies prohibiting smoking in on-campus buildings and in all government vehicles. Employees agree to comply with these "no smoking" policies and any others which the NIH may promulgate. Furthermore, since the use of tobacco products is well recognized as a health risk, the Union will fully support all programs aimed at avoiding tobacco use.

Section 17. The Partners recognize that all on-duty personnel who may be called to respond to emergency incidents must to be as alert and cognizant as possible. An emergency responder impaired by alcohol or drugs is a hazard to himself/herself, other responders and to the NIH community. The performance of emergency response duties in a safe and effective manner requires that employees on-duty be free of alcohol and illegal drugs which could, potentially, impede the employee from discharging his/her critical responsibilities. Therefore, the Partners agree to adhere to the existing OMS Policy, "Medical Evaluation for Possible Intoxication", regarding drug/alcohol testing.

If the employer has reason to believe that the performance of an on-duty employee may be impaired or otherwise adversely affected by alcohol or any illegal drugs, the employee will immediately be relieved of duty and may be required to undergo medical evaluation as defined by the Policy. The employee may have a Union representative present while the testing is conducted. The Partners strongly encourage employee participation in any Employee Assistance Program substance abuse programs which may be recommended by medical authority.

## ARTICLE XXIII

### Publicity

Section 1. The Partners agree that the cost of printing will be incurred by the Employer. The Employer will reproduce and make available copies of this Agreement to all covered employees in the bargaining unit.

Section 2. A copy of this Agreement shall be posted on the bulletin board in the area where Local F-271, IAFF has exclusive recognition at NIH.

Section 3. The Employer agrees that bulletin board space shall be provided in a designated area within the bargaining unit for display of Union literature, notices, etc

Section 4 The Union may post literature subject to the following conditions

- a. It must not violate any laws, the security of the activity, or contain scurrilous or libelous material; and,
- b. It must be posted on the Union bulletin board space, in a neat and orderly manner.

## ARTICLE XXIV

### Dues Deduction

Section 1. Employees may make voluntary allotments for the payment of Union dues  
To be eligible, an employee must:

- a. be a member in good standing of the Union;
- b. be a member of the unit covered by the Agreement; and,
- c. have a regular net salary after other legal and required deductions sufficient to cover the amount of the authorized allotment for dues.

Section 2. Any such allotment shall be made at no cost to exclusive representative or the employee.

Section 3. Allotments will be made for the regular periodic amount of dues required to maintain the employee as a member in good standing of the Union. Initiation fees, special assessments, back dues, fines, and similar items are not dues.

Section 4

- a Dues will be withheld on a biweekly basis conforming to the regular pay periods. The deductions will be initiated with the first full pay period following receipt of the assignment form (SF-1187) in the Office of Human Resources Management (OHRM) and necessary processing into the DHHS payroll system. Deductions will continue until terminated as provided in this Article.

- b. A member may revoke his/her authorization by submitting Standard Form 1188 in duplicate to the OHRM. Revocations may become effective on the first anniversary date of the initial allotment or thereafter at yearly intervals from that anniversary date, provided that the revocation has been received in the OHRM and the necessary processing into the DHHS payroll system has been completed prior to the designated effective date.

Section 5 The Union shall:

- a. make available to its members necessary authorization forms (SF-1187);
- b. certify on the SF-1187 the amount of dues to be withheld;
- c. notify the Labor Relations Officer, NIH, when an employee with an allotment ceases to be a member in good standing;
- d. notify the Labor Relations Officer when there is a change in the dues amount (changes may be made only once every 12 months);
- e. provide the Labor Relations Officer with the name and address of the individual authorized to receive the check in payment of dues. It is agreed that the remittance checks should be made out to Local F-271, IAFF.

Section 6. The Partners agree that there shall be a single level dues structure under this Agreement. The withholding account number for the unit is:

658 - Local F-271, International Association of Fire Fighters

Section 7. A check in payment of dues shall be made payable to the organization/individual identified in Section 5(e). That organization/ individual will also receive from the Labor Relations Officer a listing in duplicate showing:

- 1. the names of members for whom deductions are made and the amount deducted;
- 2. total number of members for whom dues are withheld;
- 3. total amount withheld; and
- 4. the net amount remitted

Section 8. It is agreed that the employee has responsibility for notifying the OHRM that his/her allotment should be terminated, by completing and forwarding a Standard Form 1188.

Section 9. The Labor Relations Officer shall notify DHHS if the Union loses exclusive recognition or if any employee is transferred or reassigned outside of the unit or is separated.

Section 10. Any employee who is reassigned or promoted to a position outside the bargaining unit shall cease to be eligible for dues withholding. Deductions will be terminated at the beginning of the pay period in which the action becomes effective or as soon as possible thereafter.

Section 11. Both Partners agree that employees are responsible for notifying the payroll office when dues deductions eligibility is changed for any reason. Recoupment of dues deductions paid to the Union will be resolved between the Union and the employee. Insurance premiums paid from dues are not subject to recoupment actions.

## ARTICLE XXV

### Pre-Filing Procedures for Unfair Labor Practices

Section 1. The Partners agree that every effort will be made to settle issues of disagreement at the lowest possible level.

Section 2. The Partners agree that before filing a formal notice with the Federal Labor Relations Authority (FLRA), charging the other party with an Unfair Labor Practice (ULP), the charging party (i.e., Union, bargaining unit employee, or Employer) will provide notice of intent to file to the other party. A written notice of intent shall be sent to the respondent party and shall be detailed enough to provide that party with sufficient facts to investigate the charge.

Section 3. If the Union representative is the charging party, the notice of intent shall be signed by the Union President, Local F-271, IAFF and shall be submitted to the Labor Relations Officer (LRO), NIH. If NIH is the charging party, the notice of intent shall be signed by the LRO and shall be submitted to the Union President, Local F-271, IAFF.

Section 4. The Partners will meet to discuss the alleged ULP as soon as possible after the respondent has had an opportunity to investigate the matter. Such meeting shall

normally take place within 7 calendar days of receipt of the notice of intent by the responding party. The number of Union officials attending the meeting may equal the number of Management officials attending the meeting. The respondent of a notice of intent may investigate the allegations. The Partners are responsible for making a good faith attempt toward resolving the issue.

Section 5. If the Partners are unable to resolve the matter as a result of the meeting the charging party may file a charge with the FLRA in accordance with its rules. Matters discussed at the meeting and settlement offers made by either party at the meeting shall not be made a part of the charge that is filed with the FLRA.

## ARTICLE XXVI

### Performance Appraisal and Actions Based on Unacceptable Performance

Section 1. The Partners agree that the DHHS Performance Management System as defined by DHHS instruction and related manual circulars will be applicable to the bargaining unit employees. Employees will receive annual appraisals of jobs performance based on objective standards established by management for each employee's position. Job elements and performance standards will be communicated to each employee at the beginning of the appraisal period. There will be a documented progress review midway in the performance period.

Section 2. An employee will be given a copy of the performance plan including critical elements and standards that relate to his/her position at the beginning of the appraisal period. The employee will also be given a copy of the documented progress review and any changes in the performance plan made during the appraisal period.

Section 3. The Employer agrees to use the performance plan as a basis for making determinations on matters including but not limited to training, awards, reassignments, promotion, reduction in grade, retention and removal of employees, and the granting or denial of within-grade increases. At any time an employee's performance is considered unsatisfactory, the Employer will provide the employee reasonable opportunity to demonstrate acceptable performance prior to any proposed removal or reduction in grade. The employee will be notified in writing of the unacceptable performance, what action must be taken to improve performance to an acceptable level and what assistance will be provided by the Employer to help the employee improve performance.

## ARTICLE XXVII

### Contracting Out

Section 1. It is the right of the Employer to make determinations with respect to contracting out, to determine the personnel by which operations shall be conducted and to determine the technology of performing work. The Employer agrees to abide by all laws, rules, and regulations of OPM and OMB as well as Department policy in effect at the time with respect to contract activities.

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

Section 3. The Partners agree that the procedure for placement of employees affected by a decision to contract out will be in accordance with those outlined in DHHS/NIH policy.

## ARTICLE XXVIII

### Reduction in Force

Section 1. The Employer agrees that the name of an employee in the unit who has been separated as a result of reduction in force will be placed on a reemployment priority list unless s/he refused an offer of a position at the present grade and salary. NIH will consider a career employee for any vacancies in the commuting area for which s/he can qualify for up to 2 years, or a career-conditional employee for up to 1 year, unless s/he is reemployed in a permanent position in the competitive service or otherwise loses his/her eligibility for appointment.

Section 2. Upon the employee's request, submitted not more than 90 days after s/he is separated, an employee in the unit who is to be or has been separated by reduction in force will also be assisted by the Employer in applying for special consideration for employment under the Career Transition Assistance Plan (CTAC).

Section 3. A unit employee who has been demoted other than for cause or at the employee's request, will, upon request, be referred for consideration against subsequent vacancies for which s/he is qualified consistent with the provisions of the merit promotion program.

Section 4. The Employer agrees to notify the Union prior to the issuance of a general notice that a reduction in force will occur. The Union will be afforded an opportunity to make known its views and recommendations regarding the impact and implementation of the reduction in force.

Section 5. The Employer agrees to notify each affected employee of the proposed reduction in force as soon as possible, in accordance with the regulations in effect at the time the general notice is given.

Section 6. At no time will the Employer use the reduction in force procedure to circumvent the adverse action procedures.

## ARTICLE XXIX

### Duration and Changes

Section 1. This Agreement shall remain in full force and effect for a period of 3 year after it is approved. It shall be automatically renewed for a period of 1 year unless:

either party gives the other party written notice of its intention to terminate or renegotiate this Agreement no less than 60 calendar days nor more than 105 calendar days prior to its termination date; or,

- 2 at any time it is determined that the Union no longer is entitled to exclusive recognition for the unit covered hereunder as provided by law. Negotiations shall begin within a reasonable period of time after receipt of such notice.

Section 2. In the event it is found that sections of this Agreement are defective or unworkable, this Agreement may be opened for amendment for those specific Sections, provided that any written notice justifying the basis for the request is submitted to the Labor Relations Officer, NIH, with a copy to the chief representative of the other party; and provided further that the Partners consent to the opening of the Agreement for the purpose requested. A written notice of desire to alter and amend by renegotiations shall not have the effect of terminating this Agreement.

Section 3. The Partners agree that midterm changes may be made by the Employer during the life of the Agreement where such changes are not in conflict with the Agreement.



**Section 4. All provisions of this Agreement not currently in effect and additions or changes referred to in Section 2 and 3 above shall become effective upon ratification by the Union membership and approval by the agency as provided in regulation.**

