

Agreement
between
US Army Quartermaster Center and Fort Lee
and
International Association of Firefighters
Local F-287
(formerly Federal Firefighters Association, Local 54)
Fort Lee, Virginia

Effective 16 August 1990

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PREAMBLE

This Agreement is made by and between U.S. Army Quartermaster Center, Department of the Army, hereinafter called the "Employer," and Local 54, Federal Firefighters Association (FFA), hereinafter referred to as the "Union and collectively referred to as the "Parties". It is the intent and purpose of both parties to this Agreement (1) to promote and improve the efficient administration of Fort Lee and the major roll it plays in defense and protection of the United States of America, and the well-being of employees within the meaning of Title VII of the Civil Service Reform Act (CSRA), Public Law 95-454 enacted on October 13, 1978; (2) to further establish a basic understanding relative to personnel policies, procedures and. practices, and matters affecting the conditions of their employment; and, (3) to provide a means for amicable discussion and adjustment of matters of mutual interest at Fort Lee.

ARTICLE 1 - EXCLUSIVE RECOGNITION, UNIT DESIGNATION

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

Section 1-2 INCLUDED: All civilian firefighters, driver-operators, fire inspectors, GS-6 Captains (lead firefighters) employed by the Directorate of Engineering and Housing, U.S. Army Quartermaster Center and Fort Lee, Fort Lee, Virginia.

EXCLUDED; All professional employees, management officials, supervisors and employees described in 5 U.S.C. 7112 (b) (2), (3), (4), (6) and (7).

ARTICLE 2 - APPLICATION OF LAWS AND REGULATIONS

Section 2-1. In the administration of all matters covered by this Agreement, the Union, Employer, and employees are governed by Title of the CSRA, Federal Service Labor Management Relations Statute (FSLMRS), and existing or future laws and the regulations of appropriate authorities, including policies set forth by the Office of Personnel Management (OPM) in the Federal Personnel Manual (FPM) and by published Department of Army (DA), and other subordinate command(s) policies and regulations in existence

at the date the agreement is approved.

ARTICLE 3 - MATTERS SUBJECT TO CONSULTATION AND NEGOTIATION

Section 3-1. Matters appropriate for discussion and negotiation between the Parties are personnel policies and practices and matters affecting working conditions of employees in the unit. Amendments or supplements to this Agreement may be negotiated only as provided in Article 33, Duration and Approval of the Agreement.

Section 3-2. The Employer agrees that prior to making any changes in personnel policies, practices or matters affecting the general conditions of employment which have adverse impact on members of the unit, the Employer will provide the Union with a copy of the proposed change and provide for discussion between the Parties. The Union may, within ten (10) calendar days, request to negotiate or may furnish oral or written comments or proposals, regarding the matters submitted by the Employer. The Employer agrees to give full consideration to the views expressed by the Union.

Section 3-3. The Union may propose the revision or cancellation of a Fire Department instruction or notice relating to personnel practices and policies affecting working conditions of employees in the unit. The Union will provide the Employer with written proposals and the Employer will discuss those matters with the Union President or his designated representative. Final decision on such matters remains within the purview of the Employer.

ARTICLE 4 - RIGHTS OF THE EMPLOYER

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

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

b. in accordance with the applicable laws:

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

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

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

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

(b) any other appropriate source; and

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

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

- a. at the election of the 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;
- b. procedures which management officials of the Employer will observe in exercising any authority under this article; or
- c. appropriate arrangements for employees adversely affected by the exercise of any authority under this article by such management officials.

ARTICLE 5 - RIGHT OF THE EMPLOYEE(S)

Section 5-1. 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 voluntary, written authorization by a unit member for the payment of dues through payroll deductions.

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

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

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

Section 5-5. The official Personnel Folder (OPF) and contents thereof, of a unit employee, shall be disclosed to the employee or his or her representative by the operating Civilian Personnel Office having physical custody of the folder. The disclosure of information will be only as permitted by the FPM and other applicable regulations.

ARTICLE 6 - RIGHTS AND REPRESENTATION OF THE UNION

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

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

- a. Any formal discussion between one or more representatives of the Agency and one or more employees in the unit or their representative concerning any grievance or any personnel policies or practices or other general conditions of employment; or,
- b. Any examination of any employee, in the unit, by a representative of the Agency in connection with an investigation if;

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

(2) The employee requests representation.

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

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

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

Section 6-6. Subject to security and safety regulations, permission will be granted to authorized officials of the FFA, who are not employees, to visit the fire stations, of the activity, so long as there is no disruption of work operations. The request will be made to the Fire Chief as early as possible in advance of intended visit for approval.

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

Section 6-8. The Employer agrees to inform all new unit employees of the exclusive recognition of the Union by providing the employees with a copy of this Agreement at no cost to the Union or the employee.

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

Section 6-10. The Employer agrees to make an area within the fire station available to the Union for the purpose of holding regularly scheduled meetings. Meetings will be conducted after 1700 hours in an orderly and professional manner subject to the on duty Assistant Chief's determination. The Union agrees to inform the Chief at least one week in advance of said meeting.

Section 6-11. The Employer agrees to make available for Union review regulations, laws or rules that pertain to any provisions contained in this Agreement, or to any matter associated with conditions of work or employment of the Unions bargaining unit upon request of the Union President or his designee.

ARTICLE 7 - ANNUAL LEAVE

Section 7-1. Employees have the right to accrue annual leave IAW appropriate laws and regulations. Supervisors have the right to approve or disapprove the use of annual leave. Employees will request annual leave by means of the form SF-71, sufficiently in advance to allow prior supervisory approval or disapproval, which shall be based upon the needs of the activity and consideration of the employee's request.

Section 7-2. In emergency situations which preclude advance request and approval, the employee will notify the first line supervisor of the emergency and request leave prior to the beginning of the employee's shift on the first day of absence or as soon thereafter as possible. If the first line supervisor is not available, the second line supervisor will be notified. In emergency situations employees will describe the emergency and give an estimate of duration of proposed absence.

Section 7-3. The Parties agree a reasonable effort will be made to prevent forfeiture of leave. However, it is agreed that it is the employee's responsibility to request use or lose leave in a timely fashion in order to preclude end-of-year forfeiture.

Section 7-4. Minimum charge for annual leave is one hour. Absence of less than one hour may not be accumulated from day to day for purposes of charging leave. In no event may employees be required to work during any period for which leave is charged.

Section 7-5. The Employer will endeavor to grant employees one continuous leave period of at least two weeks of accrued annual leave for vacation. Requests for such leave periods will be made sufficiently in advance to provide both the employees and the Employer opportunity for proper planning and scheduling. Seventy-five percent of leave expected to be used during the year will be requested no later than 1 February of each year. The approved leave schedule will be posted by 1 March of each year.

Section 7-6. Annual leave requests for the purpose of VACATION PERIODS will be considered based on the following criteria:

- a. Leave scheduled prior to 1 February will be granted by seniority (SCD);
- b. Annual leave requested after 1 February will be granted on a first come, first serve basis (REFER TO SOP).

ARTICLE 8 - SICK LEAVE

Section 8-1. When properly requested, sick leave will be authorized by employees under the following circumstances:

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

A contagious disease is a disease ruled as subject to quarantine, requires the isolation of the patient or requires restriction of movement of the patient for a specified period

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

Section 8-2. The supervisor may require administratively acceptable evidence to assure that the nature of the illness is such that it is incapacitating. The employee shall notify the supervisor as to the expected duration of the employee's absence, and shall request appropriate leave. The supervisor has the right to require that an employee furnish a doctor's certification for each absence for which sick leave, or other leave in lieu of sick leave, was requested, when there is reasonable evidence that the employee may be abusing sick leave.

Section 8-3. An employee may request to use annual leave or leave without pay in lieu of sick leave. Use of such leave is contingent upon the supervisor's approval.

Section 8-4. An employee who is incapacitated for duty will notify the supervisor, on duty, or other designated responsible person of the situation as soon as possible but not later than one hour prior to the beginning of the employee's shift, and request appropriate leave. The supervisor will normally grant the leave upon request.

Section 8-5. When an employee finds that the absence will extend beyond the original estimated time, the employee will report this to the supervisor before the end of the original estimated time, indicating the reasons for the continued absence and the anticipated length of the continuing absence.

Section 8-6. Each employee is expected to use the minimum amount of sick leave necessary for obtaining treatment or examination.

Section 8-7. All sick leave requests will go through the immediate supervisor on duty subject to his approval.

ARTICLE 9 - LEAVE WITHOUT PAY

Section 9-1. Employees may request and be granted leave without pay in accordance with applicable laws and regulations, to serve as an officer or representative of the FFA- Such leave of absence shall not exceed a period of one year for each application.

Section 9-2. Requests for leave without pay shall be in writing, shall justify and explain the need, and shall be submitted at least 30 calendar days prior to the time needed in order to allow the leave approving official sufficient advance notice to make a decision.

Section 9-3. 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, that he had upon obtaining said leave, subject to laws and regulations and changes therein.

ARTICLE 10 - MISCELLANEOUS LEAVE AND EXCUSED ABSENCE

Section 10-1. Court Leave

- a. Court leave will be granted IAW applicable laws and regulations.
- b. Employees called for jury duty qualification will be granted court leave in accordance with regulations. When called, the employee shall notify the leave approving official promptly and shall submit a true copy of his/her service. The employee shall present to the leave approving official satisfactory evidence of time served on such duty. Fees for expenses can be retained for jury duty performed within certain jurisdictions, in accordance with applicable court level regulations. Fees for jury duty performed on nonduty time may be retained by the employee.
- c. An employee released by the court in sufficient time to return to work and perform duty for at least two hours of his/her regular work shift, will return to work or request appropriate level for his/her 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 1700 hours and not required to return to court the following day, will be required to return to work that day.

Section 10-2. Voting and Registration

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

Section 10-3. Military Leave. Requests for military leave will be granted in accordance with applicable rules and regulations.

Section 10-4. Honor Guard-Military Funeral. Excused absence, not to exceed four hours, will be granted for participation as honor guards, pallbearers, or members of a ceremonial firing squad at military funeral for burials for a member of the armed forces who remains are returned for final interment in the United States, 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.

ARTICLE 11 - ADMINISTRATIVE LEAVE FOR UNION SPONSORED TRAINING

Section 11-1. Administrative leave for short periods, (not more than two employees up to one work day each per year) may be authorized Union officials within the unit for the purpose of attending training sessions pertaining to matters within the scope of the FSLMRS and of mutual interest to the Employer and the employees of the unit. Such training must be related to statutory or regulatory provisions concerning pay, working conditions, work schedules, employee grievance procedures, performance ratings, adverse action appeals as well as OPM or DA policy and negotiated agreements pertaining thereto.

Section 11-2. Request for administrative leave must be submitted through the immediate supervisor for approval. Request must establish the expected benefit to the government and include information concerning who will attend, the subject matter and the time allotted for the training, and the time and place of the training session(s).

Section 11-3. The supervisor will consider requests for Annual Leave or Leave Without Pay (LWOP) from employees for the purpose of attendance and participation in union conferences and conventions when such leave is requested in accordance with Article 7, Annual Leave.

ARTICLE 12 - EXECUTIVE ORDER AND EMERGENCY LEAVE

Section 12-1. When adverse weather conditions such as severe snow, ice, rain, windstorm or other natural calamity interferes with normal transportation to work, all employees shall attempt to report to work as required. In the event the employee cannot report to work he/she will notify the immediate supervisor on duty and request appropriate leave.

Section 12-2. When a request for annual leave has been denied, the employee will be notified promptly of the reasons for denial.

Section 12-3. Emergency requests for annual leave must be made at least one hour prior to the time the employee is scheduled to report for duty whenever possible. Any emergency for annual leave is defined as:

- a. A condition which came to the employee's attention after he/she has left for 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 12-4. At the time of the emergency request for leave, the Employer may require the employee to state the reason for his/her request. The reason should be in sufficient detail to permit the supervisor to make a judgment.

ARTICLE 13 - 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 one hour where the excuse is reasonable, the tardiness may be excused by the employees supervisor in accordance with applicable regulations. Where the isolated instance of tardiness is in excess of one hour and the reason for tardiness is reasonable., the employee may be charged leave, if available, otherwise leave without pay.
- b. In the case of isolated tardiness where the excuse is not considered reasonable to the supervisor, the period of tardiness will be treated as absence without leave (AWOL). The employee may grieve such determinations by his/her supervisor.
- c. In the case of excessive tardiness, the supervisor may initiate disciplinary action based on a

charge of AWOL.

ARTICLE 14 - WORKING CONDITIONS AND HOURS OF WORK

Section 14-1. Employees of the unit are required to perform shift work and will be assigned tour schedules at the discretion of the supervisor. The current schedule will be posted at all times and will generally forecast a period of at least 60 days.

Section 14-2. If an employee reports for work at the prescribed starting hour on a scheduled work day and is prepared for and remains capable of but is prevented from performing his regularly assigned duties by circumstances beyond his control, the Employer will make every attempt to keep the employee gainfully employed by assigning him to other duties. In the event this is not possible, the employee will be excused with no loss of pay or leave, when in accordance with applicable regulations (examples: inclement weather conditions, an act of God, etc.) except in emergency situations where no advance notice is required.

Section 14-3. The Employer is solely responsible for the implementation of call back procedures for emergencies or contingency operations.

Section 14-4. The daily tour of duty will be 24 hours, including all time the employee is required to regularly remain at or within the confines of the fire station, whether performing actual work, responding to alarms, or in a standby status; time in excess of this will be considered overtime. The tour of duty will be divided into the following categories; (a) eight hours of actual work, and (b) 16 hours of standby. These categories are defined as follows:

- a. Actual Work such time devoted to the completion of assignments, such as inspections, cleaning, maintenance, administration and training.
- b. Standby - time during which the employee is free to eat, sleep, read, listen to the radio, watch television or engage in similar pursuits, except as noted in Section 5 of this article.

Section 14-5. Watch assignment(s) may be required of bargaining unit employees. Such assignments will be rotated, insofar as practicable, among all fire department employees to meet the need of the respective fire departments. Watch assignments will occur for the 24 hour tour.

Section 14-6. The tour of duty for fire department personnel working the 24-hour shift shall be from 0730 to 0730 the following day. The morning wake up shall be 0700 each morning.

Section 14-7. Members of the bargaining unit that are on a detail or an emergency who cannot eat their meals during the normal meal periods shall be provided sufficient time after the detail or emergency to prepare and eat their meal and to cleanup afterwards.

Section 14-8. The noon meal period normally will be scheduled between 1130 and 1300. During this time employees will be permitted to lie down.

Section 14-9. Because all employees of the bargaining unit have been designated "essential personnel", when administrative leave is granted to nonessential employees because of hazardous weather conditions or for other emergency situations) employees of the unit must report for work unless they have been individually notified by their supervisor that they are excused for the day.

Section 14-10. Any employee that reports late may be excused by his/her 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 12, Tardiness.

Section 14-11. The Employer will endeavor to see that work requirements on Sunday, Thanksgiving, New Years and Christmas will be limited to those functions necessary to insure the continuance of the Fire Department's operation and availability of fire protection.

Section 14-12. The time and attendance reports will be posted to reflect the actual hours worked by each employee.

Section 14-13. The basis tour of duty for Fire Protection Inspector consists of four, nine hour days plus one 24-hour shift per week to maintain a 60-hour workweek. Time in excess of 60 hours will be considered overtime.

Section 14-14. Inspector tour of duty begins at 0700.

ARTICLE 15 - EARLY RELIEF

Section 15-1. The Employer agrees to recognize the concept of the early relief practice among employees engaged in fire protection activities to relieve an employee on the previous shift or tour of duty prior to the scheduled starting time. Such early relief may occur only pursuant to voluntary employee agreement either expressed or implied. This practice will not have the effect of increasing the number of compensable hours of work, where it is voluntary on the part of the employees, and will not result over a period of time, in their failure to receive proper compensation for all hours actually worked. The following guidelines are established for early relief.

- a. Firefighters reporting in on early relief will be required to report to the immediate supervisor, on duty, along with the firefighter being relieved.
- b. Early relief is limited to one hour or less.

Section 15-2. The Parties agree that early relief practices are due to employee desires and convenience, and that no grievances will be established related to this article. Further, that either or both of these practices will not be arbitrarily curtailed by the Employer. In the event of curtailment, the Employer will provide the Union written notice as to the reason(s) for such action.

ARTICLE 16 - OVERTIME AND CALL BACK

Section 16-1. The Union recognizes the right of the Employer to require overtime work in order to meet unforeseen emergencies, manpower requirements or for other reasons deemed necessary by the Employer.

Section 16-2. Work performed on overtime will be properly recorded and compensated for in accordance with applicable law and regulation.

Section 16-3. The Employer will provide employees as much notice as possible when overtime is required; however, it is recognized that unforeseen requirements may present situations-where a meaningful advance notification is not accomplished.

Section 16-4. The Employer reserves the right to determine when and by whom overtime work will be performed. Such assignments will be reasonably distributed among employees qualified and available to

accomplish the work required.

Section 16-5. Employees will be subject to call-back for overtime assignments. An employee who is called back to work, at a time outside of and unconnected with the employees scheduled hours of work, shall receive a minimum of two hours call-back pay.

Section 16-6. The Parties agree that records and rosters of overtime work will be maintained by the Employer and such records and rosters will be made available for review and duplication by representatives of the Union upon request in connection with a complaint or grievance.

Section 16-7. The Parties agree that the provisions of this article (overtime/call-back) do not apply to Article 15, Early Relief, and in no way are intended to increase the compensable hours of work and pay under the latter article.

Section 16-8. Bargaining unit employees shall be paid at the appropriate overtime rate while attending training classes which are fire department related.

Section 16-9. When overtime is required to be worked, by 24 hour personnel, the 24 hour period of overtime shall be divided into two 12 hour increments among at least two members of the bargaining unit) unless an employee agrees to work a complete 24 hour shift.

ARTICLE 17 - MERIT PROMOTION

This article is governed by the provisions of the Fort Lee Merit Promotion Plan) QMCENFL Reg 690-1-1.

ARTICLE 18 - DETAILS AND TEMPORARY PROMOTION

Section 18-1. When the Employer decides that an employee in the unit must perform the duties of a higher grade position, the Employer may temporarily detail an employee to the position. When it is known that the temporary assignment will be for more than 60 consecutive calendar days, the Employer will temporarily promote an employee if qualified into the position. In accordance with applicable regulations, temporary promotions in excess of 120 days will be through competitive promotion procedures

Section 18-2. Compensation will be adjusted as provided by regulations, when an employee is temporarily promoted.

Section 18-3. When employees are performing temporary assignments, they will be advised of the duties assigned and the duration of the assignment, if known.

Section 18-4. A record will be kept on the number and duration of details that each member of the unit is assigned. Upon written request a copy of this record shall be provided to the Union in connection with a complaint or grievance.

ARTICLE 19 - POSITION CLASSIFICATION

Section 19-1. Employees in the unit may consult with their supervisors on an informal basis, when employee(s) allege inequities in the classification of their positions. The employee may be represented by or seek assistance from the Union in pursuing a classification appeal. Employees have the right to appeal their

position classification without fear of restraint, prejudice or reprisal.

Section 19-2. When the term "performs other duties as assigned" or its equivalent is used in a position description, the term will mean tasks which are reasonably related to the employees official position.

Section 19-3. The Employer shall consider the views and recommendations of the Union regarding changes in the position description of members of the bargaining unit.

Section 19-4. Employees may seek adjustment of the pay category, title, series or grade of their officially assigned position under the provisions of the Agency regulations, and/or may elect to appeal directly to the OPM under provisions of the FPM.

ARTICLE 20 - PERFORMANCE APPRAISALS

Section 20-1. Employees shall receive annual appraisals of job performance based on objective standards established 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 20-2. An employee will be given a copy of the performance plan including critical elements and standards that relate to his/her position within 30 days after the beginning of the appraisal period.

Section 20-3. At any time an employee's performance is considered to be unsatisfactory, the Employer will provide the employee reasonable opportunity to demonstrate satisfactory performance prior to any proposed removal or reduction in grade. The employee will be notified in writing of the unacceptable performance, what action must be taken to improve performance to an acceptable level and what assistance will be given by the Employer to help the employee improve performance.

ARTICLE 21 - PERSONNEL MOVEMENTS IN REDUCTION-IN-FORCE (RIF) SITUATIONS AND REHIRING

Section 21-1. The Employer and the Union agree that circumstances may arise necessitating employees in the unit to be separated, downgraded or reassigned through RIF procedures. The Union recognizes that the decision to effect a RIF is nonnegotiable. This however does not bar negotiations concerning the procedures involved and the impact of the decision on the Employer to effect a RIF. The Employer will endeavor to get employees affected by a RIF reassigned to vacant positions.

Section 21-2. The Employer agrees that after it is determined that a RIF affecting unit employees is necessary, the Union will be informed of the planned RIF as early as possible. This notification will include the number of employees, types of positions, the effective date the action is to take place and the reason(s) for the RIF. Such notification will allow the Union opportunity to make its views known and to make recommendations concerning the RIF in time for the Employer to consider the Union's input. The Union will be kept current on all aspects of the RIF including changes in the implementation dates.

Section 21-3. All RIF will be effected in accordance with applicable laws and regulations. Any Career or Career-conditional employee who is separated as a result of RIF shall be provided priority consideration for reemployment in vacancies within the unit and shall be considered for other vacancies outside the unit to the extent that the employee meets existing qualification requirements.

Section 21-4. Acceptance of temporary positions by an employee will not affect eligibility for reemployment in a permanent position.

Section 21-5. The Employer agrees to provide to the Union,, upon written request from the Union, copies of:

- a. "From-To" placement list applicable to the bargaining unit.
- b. Retention registers applicable to employees in the unit.
- c. A current, approved Table of Distribution for the unit.

Section 21-6. In the event the Employer proposes or decides to effect an organization change, the Employer agrees to follow the procedures in section 1 through 5 of this article if a RIF results.

ARTICLE 22 - EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Section 22-1. 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, or political affiliation or membership in a labor organization.

Section 22-2. The responsibility for counseling employees who allege discrimination based on race, color, creed, sex, age, national origin, or handicapping conditions, and the formal investigation and adjudication of EEO complaints, rests with the Employer.

ARTICLE 23 - HEALTH, MORALE., AND WELFARE

Section 23-1. The Employer agrees to furnish such living spaces with proper equipment in good working order including but not limited to; cooking stove(s) refrigerator(s), individual beds, reading lamps, mattresses, and bedding, as well as any other expendable item or supplies which are normally provided by the Employer, including wall lockers and coveralls for each member of the bargaining unit.

Section 23-2. Space allocated in the fire station as living quarters is for the use and benefit of fire department personnel., These areas will not be used as public facilities.

Section 23-3. All employees will be given complete annual physicals. Every 12 months, all fire fighting personnel will be required to take a medical examination to determine if they are physically fit for the job to which they are assigned IAW X-118, AR 40-5 to be given and AR 420 90. The medical determination will be similar to that given on initial appointment and shall be conducted by a medical doctor. The Employer shall be responsible for scheduling and coordinating the physical examination.

Section 23-4. The Employer agrees that employees of the unit may use the base gym, exercise equipment and sports equipment for the purpose of exercising and physical fitness IAW AR 420-90 at no cost to the employee.

Section 23-5. The Employer also agrees to provide appropriate gym clothing such as but not limited to, sweat suits, shorts, shirts, jackets and shoes.

Section 23-6. Parking areas will be provided for the convenience of the employees, provided the employees maintain a vehicle properly registered, inspected and insured,, in accordance with the provision of the respective state motor vehicle code(s) and the regulation of the host installation.

Section 23-7. The parties acknowledge that all employees in the unit will be required to have and wear the duty uniform of the department which provides distinctive identification to the fire service mission, consistent with Department of the Army and local regulation, and that the Employer agrees to provide the maximum authorized initial and quarterly replacement allowance in accordance with the applicable regulations.

Section 23-8. As far as the Fire Department budget permits, management will supply the following: collar pins, six shirt and coat patches, name tags, hat badge, shirt and coat badges, coveralls, safety glasses (as needed), sunglasses, properly fitted safety foot wear and six flags.

Section 23-9. Belts and socks will not be provided by the Employer.

Section 23-10 The Employer agrees to furnish the following protective running gear: turnout coat, turnout pants, fire fighting safety boots, helmets, quickhood, and gloves. All gear shall be of proper size to fit the employees. The Employer shall investigate any complaints brought to his attention about the serviceability of the turnout gear and make necessary adjustments or replacement.

ARTICLE 24 - DISCIPLINARY ACTIONS

Section 24-1. For the purpose of this Agreement the term disciplinary actions include reprimands, and suspensions of 14 calendar days or less, and are grievable under the negotiated grievance procedure.

Section 24-2. Letters of caution or warning are not disciplinary actions, therefore, they are not grievable under the negotiated grievance procedure and will not be placed in the employee's OPF

Section 24-3. Disciplinary action(s) will be effected in accordance with the provisions of FPM 751 and the corresponding Agency regulation(s). Such action will reflect the corrective or punitive actions reasonably expected to achieve or attain the purpose for which the action was initiated.

Section 24-4. Prior to initiating disciplinary action against an employee in the unit the following procedure will be followed:

a. A preliminary investigation or inquiry if determined necessary by the supervisor will be made to determine and document the facts. If the findings of the preliminary investigation produce sufficient facts to indicate that consideration should be given to the initiation of a formal letter of reprimand, a discussion with the employee and the employee's representative if requested by the employee, shall be scheduled and take place.

b. The employee(s) will be notified of the date time and place of the discussion. The employee(s) and his/her Union representative will be allowed official time for this purpose if otherwise in a duty status.

Section 24-5. Upon conclusion of this discussion and review of information developed, the supervisor will determine whether disciplinary action should be initiated.

Section 24-6. Any employee who is issued a notice of proposed disciplinary action will be informed of and given all rights due the employee. An extra copy of the notice will be given to the employee.

ARTICLE 25 - ADVERSE ACTIONS

Section 25-1. Adverse actions covered by this article are removal., suspensions of more than 14 calendar days, furlough in excess of 30 days and reduction in pay or grade.

Section 25-2. Actions under this article will be effected in accordance with applicable regulations and the employee will be afforded the opportunity to be represented.

Section 25-3. Actions under this article may be appealed utilizing the negotiated grievance procedure or to the Merit Systems Protection Board (MSPB) but not both.

ARTICLE 26 - INJURY COMPENSATION

Section 26-1. The Employer agrees that assistance will be provided to expedite claims by the employee(s) of the unit in the filing of all compensation claim forms.

Section 26-2. If an employee of the unit is transferred to another shift while on compensation, the employee may request to return to the previously assigned shift by making such request in writing to the Fire Chief. The Fire Chief will respond to the request, in writing, within seven calendar days of the receipt of the request.

Section 26-3. Insofar as practicable the Employer shall allow employees injured on duty to perform "light duty" commensurate with instructions of the employees' physician.

ARTICLE 27 - TRAINING

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

Section 27-2. The Employer will endeavor to 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 that may require travel funds- The Employer encourages the submission of these proposals by the Union prior to the end of each fiscal year so that the needs can be considered during the budget planning process.

Section 27-3. Insofar as practicable drills and training classes shall be done on weekdays.

Section 27-4. There will be no undue harassment of employees while on training or drills, and training and drills will not be used as a means of punishment.

Section 27-5. Weather conditions such as high heat, cold or high winds will be considered by fire department supervision in determining when outdoor training or drills will be conducted.

ARTICLE 28 - SAFETY AND OCCUPATIONAL HEALTH

Section 28-1. The Employer shall provide and maintain safe working conditions and industrial health protection which are free from recognized hazards, for employees of the unit IAW Fire Department SOP #8- The Union agrees to cooperate by encouraging all members of the unit to observe safety precautions and to work in a safe manner.

Section 28-2. In accordance with Article 3, the Employer agrees to notify the Union prior to issuing any local safety or health regulations or policy which would impact upon the working conditions of the bargaining unit.

Section 28-3. The Employer agrees that motorized firefighting apparatus and firefighting equipment will be properly maintained and repaired when deficiencies are presented to fire department management.

Section 28-4. The Employer will welcome at any time, from individual employees or from the Union suggestions which offer practical and economically feasible ways of improving safety conditions. Any Union representative from the bargaining unit may upon request, meet with the employer's representative without loss of pay or leave to consider safety or health problems and make recommendations.

Section 28-5. When the Employer has made the determination that the need exists and requires the use of safety equipment, personal protective equipment and other devices necessary for the employees' protection, these items will be provided by the Employer. Facilities for cleaning of issued clothing shall be provided by the Employer.

Section 28-6. The parties agree that employees injured on the job will report injuries, no matter how slight, in writing to their immediate supervisor, preferably before leaving the work site on the shift during which the injury occurred, but not later than 48 hours after the injury or exposure to the occupational disease while on duty. Such reports shall be made on the Office of Federal Employees Compensation (OFEC) Form CA-1, supervisors shall help the employee in filling out this form. If the employee's injuries prevent their making this report, the report may be submitted by the employee's supervisor. The immediate supervisor may assist the employee in the filling out and filing of all necessary forms.

ARTICLE 29 - ALCOHOL AND DRUG ABUSE

Section 29-1. The Employer and the Union recognize that coordinated efforts between labor and management is vital to the success of the Employee Assistance Program in order to lessen the negative impact on the employee and the Employer of drug and alcohol misuse and other personal problems which may effect job performance.

Section 29-2. To show its support of the Employee Assistance Program, the Union agrees that referral to rehabilitation, counseling or control program will not be grievable issues.

ARTICLE 30 - GRIEVANCE PROCEDURE

Section 30-1. The purpose of the article is to provide a method acceptable to the Parties for prompt and equitable settlement of grievances.

Section 30-2. Scope: A grievance means any complaint

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

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

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

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

c. Except it shall not include a grievance concerning:

(1) Any claimed violation of Subchapter III, Chapter 73 CSRA (relating to prohibited political activities).

(2) Retirement, Life Insurance or Health Insurance.

(3) A suspension or removal for security reasons under FSLMRS.

(4) Any examination., certification or appointment.

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

(6) Unfair labor practices.

(7) Prohibited personnel practices.

(8) Matters which have been filed as EEO complaints.

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

(a) A violation of reemployment priority rights appealable under FPM-

(b) A violation of reemployment or reinstatement rights appealable under FPM-

(c) A violation of restoration rights following military duty or recovery from compensable injury appealable under FPM-

(10) Termination of employees serving a trial or probationary period or holding temporary appointments with definite time limits.

(11) Excerpts in this Agreement from Controlling laws and regulations.

(12) Letters of Warning.

(13) Matters related to RIF.

(14) Denial of Within Grade Increases.

d. 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 U.S.C. 7121(e) for which the employee can elect either the negotiated grievance procedure or the statutory appeal procedure but not both.

Section 30-3. The Employer and the Union agree that every effort will be made to settle grievances at the lowest possible level. If the matter is not resolved at this informal stage, the formal written procedure described in Step I will be used.

- a. Step 1. The employee, and his representative, will orally present the grievance to the immediate or first-line supervisor within ten working days after the occurrence of the incident out of which the grievance arose. If the matter cannot be resolved, or if it is outside the scope of the supervisor's authority, the discussion will serve as a basis for clarifying the problem and determining the appropriate person(s) to consider the grievance at the next step. The supervisor communicates a decision to the employee/representative NLT three working days after the grievance meeting.
- b. Step 2. If the grievance is not resolved as a result of the above informal discussions, the grievance may be discussed within the next ten working days by the aggrieved employee, the supervisor and the official(s) at the activity (below the Commander) normally having authority to make decisions on the matter involved in the grievance, and a representative of the Union. The consideration accorded the grievance during this discussion will be informal; however, a Memorandum for Record will be prepared by the employee's supervisor, briefly summarizing the grievance, the consideration accorded it, the conclusions reached, and the course of actions decided upon during the discussions. This memorandum, including the decision, will be provided all parties concerned within five working days.
- c. Step 3. If an acceptable solution to the grievance still has not been reached, the employee may prepare a written grievance which must specify the issue(s) involved and the corrective or remedial action sought. This written grievance must be submitted, within ten working days after receipt of the required Memorandum for Record in the previous step, to the Commander for a decision. A decision will be rendered within ten working days.
- d. Step 4. If the Union decides to submit the grievance to arbitration, the Union will submit the arbitration request to the Commander within 15 working days after receipt of the decision. If the Union does not submit the arbitration request to the Commander within 15 working days from the date of his decision as recorded in the written notice of decision, that decision will become final.

Section 30-4. An employee has the right to present and process a grievance under this procedure on his/her own behalf. In such cases, the Union has the right to have a Union representative present on time allowed during all steps of the grievance procedure.

Section 30-5. Union Grievances. Union grievances other than specific employee grievances, may be initiated only by the President of Local 54, or his designee, and will be submitted in writing to the Commander within 15 working days of the date of the occurrence prompting the grievance. The Commander, or his designated representative, will meet with the President of Local 54, or his designee, within 15 working days after receipt of the written grievance. The Commander will render a decision in writing within ten working days after the meeting is concluded. The Union will invoke arbitration if not satisfied with that decision.

Section 30-6. Employer Grievances. Employer grievances will be initiated by the Commander, or his designee, and will be submitted in writing to the President of Local 54. The Commander's designee will meet within 15 working days with the Union designee to assure that all pertinent facts are available. The Union will provide the Commander with a written decision within ten working days after the meeting. The Employer may invoke arbitration if not satisfied with that decision.

Section 30-7. The Parties recognize the principles that the employee must follow instructions first and then may file a grievance.

Section 30-8. It is agreed that when several employees have an identical grievance, the cases will be consolidated into one grievance.

Section 30-9. In the event either Party should declare a grievance nongrievable or nonarbitrable, the original grievance shall be considered amended to include this issue. All disputes of grievability and arbitrability shall be referred to arbitration as threshold issues in the related grievance.

Section 30-10. All time limits in this procedure may be extended by mutual consent of the parties, and any such extensions of time shall be officially recorded and signed by the parties to the grievance. Failure on the part of the Employer to meet its time limits shall allow the grievant(s) to move the grievance to the next step of the procedure. Failure by the employee or the Union to meet its time limits will grant the Employer the authority to terminate the grievance at that step the employee or the Union failed to meet the time limit requirement.

ARTICLE 31 - ARBITRATION

Section 31-1. If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance upon written request by either the Employer or the Union to the other Party within 15 working days after issuance of the final decision, will be submitted to arbitration.

Section 31-2. Within three working days from the date of the request for arbitration, either Party will request the Federal Mediation and Conciliation Service to provide a list of seven impartial persons qualified to act as arbitrators. The Parties will meet within ten working days after receipt of such a list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of seven and will then repeat this procedure until one person remains who will be the duly selected arbitrator. The order of striking is determined by the flip of a coin.

Section 31-3. The Federal Mediation and Conciliation Service will be empowered to make a direct designation or an arbitrator to hear the case in the event:

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

Section 31-4. If the Parties fail to agree on a joint submission of the issue for arbitration, each will submit a separate submission and the arbitrator will determine the issue or issues to be heard.

Section 31-5. The arbitrator's fee and the expense of the arbitration, if any, will be borne equally by the Employer and the Union. The arbitration hearing will be held, if possible, on the Employer's premises.

Section 31-6. The arbitrator will be requested to render his decision as quickly as possible, but in any event, not later than 30 days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

Section 31-7. The arbitrator's award will be binding on the Parties.

Section 31-8. Any dispute over the interpretation of an arbitrator's award will be returned to the arbitrator for settlement.

Section 31-9. Either Management or the Union may decide to have arbitration hearings recorded and/or transcribed. If so, all resulting costs will be paid by the Party that made the request. Should the arbitrator decide that such recording and/or transcription is necessary or should Management and the Union so decide jointly all resulting costs will be shared equally by Management and the Union. Although one Party may not be interested in verbatim transcript but still received a copy for reasons that have to do with the Freedom of

Information Act the eventual costs will be assessed to both Parties.

Section 31-10. Implementation of an arbitration decision will be initiated within 30 days of receipt of the arbitrator's award or an interpretation of the award or receipt of an appeal decision.

Section 31-11. The arbitrator's authority to grant attorney fees will be consistent with the FSLMRS.

ARTICLE 32 - PAYROLL DUES WITHHOLDING

Section 32-1. Payroll deduction for the payment of Union dues shall be made from the pay of members in the unit who voluntarily request such dues deduction by submitting SF 1187 and who are bona fide members of the Union in good standing.

Section 32-2. The dues will be withheld from each biweekly paycheck of each employee who has authorized such deductions. It is agreed that a change of amount of dues may be made no more often than once during any calendar year. Such a change will become effective not later than the first full pay period after receipt of the request from the President and/or Treasurer of Local 54, by the U.S. Army Quartermaster Center and Fort Lee, Payroll Officer.

Section 32-3. The Employer will terminate the dues allotment at the end of the pay period during which any of the following actions take place:

- a. The employee leaves the unit as a result of any type of separation, promotion, transfer, or other personnel action, except detail.
- b. The exclusive recognition accorded the Union for the unit is withdrawn.
- c. This agreement providing the dues withholding is suspended or terminated by an appropriate authority outside the Department of Defense.

Section 32-4. An employee may at any time voluntarily submit and SF 1188 to terminate his dues allotment. Members who elect to pay dues by payroll deduction may withdraw effective on the annual anniversary date of their allotment. Thereafter, he may withdraw effective each one-year anniversary date of their allotment. The Employer will maintain a supply of SF 1188. Whenever an employee executes an SF 1188, the U.S. Army Quartermaster Center and Fort Lee, Payroll Officer, will provide a timely copy to the Union.

Section 32-5. Payment will be addressed to the Treasurer, Local 54, FFA and mailed along with a list of names and the amount to be withheld to FFA,, Local 54, Building P-3620, Fort Lee Fire Department, Fort Lee, Virginia 23801. Changes in location and/or individuals to whom the check is sent will be effective the first full pay period after the receipt of the Local President's and/or Treasurer's request, by the U.S. Army Quartermaster Center and Fort Lee, Payroll Officer.

Section 32-6. The Union agrees to promptly notify the U.S. Army Quartermaster Center and Fort Lee, Payroll Officer, in writing when any member of the Union is expelled or for any reason ceases to be a member in good standing of the Union.

ARTICLE 33 - DURATION AND APPROVAL OF THE AGREEMENT

Section 33-1. This Agreement shall remain in full force for three years following the date of approval by

TRADOC.

Section 33-2. At least 60 but not earlier than 105 calendar days prior to the normal expiration date of the Agreement, either Party may give written notice to the other for the purpose of commencing renegotiation of the Agreement. The existing contract will remain in full force and effect until a new contract is approved by both Parties. If neither Party serves notice to renegotiate this Agreement, the Agreement will be automatically renewed for three year periods subject to other provisions of this article.

Section 33-3. It is recognized that amendment(s) to this Agreement may be required because of changes in applicable laws, rules, regulations, or policies issued by higher authority after the effective date of this Agreement. Where substantive changes have the effect of negating or changing the basic Agreement, the Parties shall meet for the purpose of negotiations as provided in Article 3, Matters Subject to Consultation and Negotiation. The nature of the desired revision and reason therefore shall be given by the sponsoring Parties with a required response in ten days from the other Party. Amendments shall be effective on the date they are approved as provided in Section 33-1 of this article

Section 33-4. The Parties agree that once each year of this Agreement that either party may request reopener negotiations on amendments to this Agreement of no more than three articles per Party per year. Such reopener negotiation may begin no earlier than the anniversary date of the signing of this Agreement. It is understood by the Parties that there is no requirement of either Party to exercise the provisions of this Section if they feel that there is nothing that they wish to reopen for negotiations, in such cases, if the Parties do not reopen any articles for negotiations, the Parties will wait until the next anniversary before they can again propose Articles for reopener negotiations. That nature of the desired revision(s) and reason therefore shall be given by the sponsoring Party with a required response for the other Party within 30 days from the other Party. Negotiations will then begin no later then 30 days thereafter.

Section 33-5. Printing of this contract will be provided by the Employer, at no cost to the Union.

Section 33-6. The Union will make initial distribution to unit employees. The Employer will make initial distribution to managers and supervisors of bargaining unit employees.