

LABOR-MANAGEMENT AGREEMENT

Between



DEFENSE DISTRIBUTION REGION EAST

Administrative Support Center East
and



International Association of Fire Fighters
Local F-221

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GLOSSARY

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ARTICLE 1

RECOGNITION AND UNIT DESIGNATION

Section 1. The Employer recognizes the Union as the exclusive bargaining representatives of all employees in the unit as defined in Section 2 of this Article.

Section 2. The recognized bargaining unit includes and this Agreement is applicable to, all GS-081 nonsupervisory Fire Fighters employed at Defense Distribution Region East, Headquarters. Employees of tenant and attached activities at DDRE and other depot employees are excluded from coverage by the provisions of this Agreement.

ARTICLE 2

PRECEDENCE OF LAW AND REGULATIONS

Section 1. It is agreed and understood by the Employer and the Union that in the administration of all matters covered by this Agreement, The Employer, the Union and employees are governed by existing laws (e.g., Public Law 95-454, 13 October 1978, The Civil Service Reform Act of 1978), or future laws and the regulations of appropriate authorities, including Department of Defense and Defense Logistics Agency policies and regulations required by law or by the regulations of appropriate higher authorities, or authorized by the terms of a controlling Labor-Management Agreement at a higher agency level, unless the agency informs the Federal Labor Relations Authority (FLRA) that there is no compelling need or the Union challenges and the FLRA finds no compelling need for the agency regulations.

ARTICLE 3

EMPLOYER-UNION COOPERATION

Section 1. The Employer and the Union recognize that the Combined Federal Campaign depends largely on voluntary contributions from the employee and consequently encourage employees as individual citizens and as members of the community to contribute voluntarily as part of their personal responsibility as citizens. To that end it is agreed that fund-raising campaigns shall be conducted in the spirit of true voluntary giving.

Section 2. The Employer and the Union agree that the employees participation in U. S. Savings Bond campaigns is entirely voluntary. The Union and the Employer do however agree to support the participation in U. S. Savings Bond campaigns.

Section 3. The Employer and the Union agree to take all reasonable steps to encourage the reduction of the consumption of gasoline, natural gas, and electricity at DDRE.

Section 4. The Union agrees to encourage its unit members to participate in the DDRE Blood Donor Program.

Section 5. The Employer, the Union and medical and public health authorities recognize alcoholism and drug abuse as diseases. The Employer and the Union agree to promote and support those programs designed to keep all employees informed of the inherent dangers of alcohol and drug abuse, promote early identification and counseling facilities available in the local community.

Section 6. The Union agrees to promote and support within the bargaining unit, improvements in work methods and equipment or processes, reduce operating costs and improve working conditions and employee morale.

Section 7. The Union agrees to support, approved, programs established by the Employer to reduce waste, conserve materials, safeguard employees health, prevent accidents and encourage on-the-job improvements.

ARTICLE 4

GENERAL PROVISIONS

Section 1. The Employer (Management Officials) retains the right in accordance with applicable laws and regulations (a) to direct the work force, (b) to hire, promote, transfer, assign, and retain employees in the agency, (c) to suspend, demote, discharge, layoff, remove, reduce in grade or pay, or take other disciplinary action against employees, (d) to relieve employees from duties because of lack of work or for other legitimate reasons, (e) to maintain the efficiency of the operations entrusted to them, (f) to determine the methods, means and personnel by which such operations are to be conducted, (g) to take whatever actions may be necessary to carry out the mission of the Employer in situations of emergency, (h) to make determinations with respect to contracting out, (i) to make selections for appointment from any appropriate source, and (j) to assign work.

Section 2. The right to make reasonable rules and regulations is an acknowledged function of the Employer. In making rules and regulations relating to personnel policy, procedures, and practices and matters of working conditions, the Employer shall give due regard and consideration to the obligations imposed by this Agreement and the provisions of the Civil Service Reform Act of 1978

Section 3. The Employer shall assure that each employee shall have the right to form, join, and participate in the accomplishment of Union duties, as well as to refrain from such activity. Each employee shall be protected in the free exercise of that right without fear of penalty or reprisal.

Section 4. The Employer agrees to provide the Union with advance information on the following types of personnel actions:

- Reductions-in-Force
- Transfers-of-Function
- Reorganizations
- Changes in tours of duties (except when taken with employees concurrence)
- Reductions-in-Grade (except when taken at employees request or with employees concurrence)

Section 5. The DDRE file of DDRE, OPM, DLA and other higher headquarters regulations relating to personnel policies, practices and procedures, will be available for the Unions use. One copy of each DDRE Regulation and changes thereto shall be forwarded to the union upon publication or republication.

Section 6. It is agreed that the Employer will initially print and distribute to the Union 30 copies of this Agreement at no charge to the Union. Any additional copies requested by the Union will be provided by the Employer at a cost to the Union.

ARTICLE 5

SAFETY AND HEALTH

Section 1. The Employer agrees to make every reasonable effort to provide and maintain safe working and sanitary conditions and facilities and the Union will cooperate to that end by encouraging the employees to work in a safe manner. Each Supervisor will take prompt and appropriate action to correct an unsafe condition or action which is reported or observed.

Section 2. The Union recognizes that it is the primary responsibility of each employe to observe safe work practices; therefore, the Union will promote the maintaining of an effective and continuous accident prevention program by requiring unit employes to obey all safety rules, to work in a safe manner, and to report promptly any unsafe work practices or conditions to Supervisors.

Section 3. The Union shall have the right to designate one (1) representative who shall be the Union President or alternate to serve as a member of the Central Safety and Health Committee. Acting through its designated representative on the labor organization panel to the DDRE, Central Safety and Health Committee, the Union may nominate individuals from the bargaining unit to the standing list of civilian employees for appointment to Boards of Inquiry appointed to investigate accidents occurring within the bargaining unit. Each Board of Inquiry appointed by the Commander is to include on (1) member from each standing list. Nominees to the standing list will be selected based upon their objectivity and preferable practical experience with related work environment.

Section 4. The Employer shall notify the Union in a timely manner of all reportable accidents which occur within the bargaining unit.

Section 5. The Employer agrees that all emergency motorized fire fighting equipment will receive top priority for maintenance, to insure that the emergency vehicles will be in a safe operating condition as outlined in appropriate technical manuals for each vehicle.

Section 6. Emergency Medical Service will respond to all fire calls and be available at all times. The injured employee shall remain in the care of, as a minimum, an Emergency Medical Technician, as determined by the Employer while being transported by ambulance.

Section 7. A yearly physical examination will consist of the following:

- a. CBC Triglycerides, Cholesterol and Bloodborne Pathogens.
- b. Vision Exam
- c. Audiometric
- d. Baseline chest x-ray whenever deemed necessary by the Medical Officer
- e. Urinalysis
- f. Baseline EKG prior to appointment and annually, or when deemed necessary by the Medical Officer
- g. Pulmonary Function Test (PFT)

After the tests are given to the employee, the employee will be given a follow-up appointment as soon as all results are available. If the employee is disqualified for fire fighting duties, the employee will be given notice, the Fire Chief will be notified, and consideration for assignment to other duties will be in accordance with Article 20, Section 2 F(2) of the Agreement.

Section 8. The Employer agrees to give Hepatitis "B" inoculations to all the unit employees, upon their consent, and also all booster inoculations as is necessary or required.

Section 9. When regulatory standards are not available, NFPA 1500 standards will be reviewed for applicability.

Section 10. Management and Union agree to develop a physical fitness program, within six (6) months of the signing of this amendment, that will require participation of all bargaining unit members. The intent of the program, unless superseded by regulation/law, is to maintain or improve good physical condition in employees engaged in strenuous activities thereby reducing risks to employees.

ARTICLE 6

HOURS OF WORK AND TOURS OF DUTY

Section 1. The Employer agrees upon the following basic tour of duty:

a. For Fire Fighters whose positions require a substantial amount of standby time, the tour of duty shall be a 72-hour week of three alternate 24-hour shifts. Normally, each 24-hour period will consist of eight (8) hours of work and sixteen (16) hours of standby time as defined in 5 CFR Subsection 550.143(e) except for unscheduled work requirements.

b. For Fire Inspectors, the tour of duty shall be four 8-hour shifts and one 24-hour shift or an approved compressed work schedule.

c. Mealtimes will be allotted in accordance with paragraph 1a., above.

Section 2. It is agreed that each 24-hour shift shall include eating and sleeping time, standby time and actual hours of work. Actual work may include, but not limited to, inspection and first echelon maintenance services on fire apparatus, housekeeping, fighting fires, HAZ/MAT activities (i.e., responses to, evaluation of and appropriate action to alleviate emergency conditions arising from incidents involving hazardous materials), inspection of buildings, structures, storage areas and fire protection facilities, installing and maintaining fire extinguishers, alarm desk watch, preparation of reports and records, training auxiliary fire brigades, area personnel and building occupants, fire watch of hazardous operations and places of public assembly, emergency rescue standby in connection with aircraft activities, proficiency training, drills, classroom studies, emergency medical services (EMS), and other assigned duties.

Section 3. The tour of duty is promulgated by management in accordance with current Defense Logistics Agency and other applicable regulations. The normal workday shall be established by management for the station as a whole. The Union will be informed regarding changes in the normal workday starting and quitting time.

Section 4. When Reserve/National guard units are on duty for annual training and are housed on the installation, they will maintain the responsibility of raising and lowering the installation American Flag, unless activities require off post travel.

ARTICLE 7

OVERTIME/COMPENSATORY TIME

Section 1. Assignment and Control

a. The Employer reserves the right to assign overtime. Prior to assigning overtime the Employer will determine if any employee is willing to voluntarily switch a "Kelly Day" or a 24-hour tour of duty in the case of the Fire Prevention Personnel.

b. Scheduled overtime is defined as overtime which is known about 48 hours prior to the shift requiring the overtime.

c. Assignment of overtime shall be done fairly, on a rotating basis to all participating employees with the appropriate skills required to fill the overtime as determined by the Employer.

(1) Scheduled Overtime

(a) First consideration will be offered to employees scheduled for a "Kelly Day" on the same shift or in a case for "swing" employees their two (2) day break, on a rotating basis.

(b) Second consideration will be offered to employees from the opposite shift who are scheduled for a "Kelly Day" or two (2) day break on either the day before or the day after the overtime requirement day, on a rotating basis.

(c) Third consideration will be offered to employees of the opposite shift or swing employee on a rotating basis.

(d) If the overtime requirement cannot be met with volunteers by one of the preceding methods, then the employee at the top of the overtime rotation list, with the appropriate skills required as determined by the Employer and based upon the employees most recent service computation date for leave purposes will be directed to work.

(2) Unscheduled Overtime

(a) First consideration will be given to employees on the opposite shift that are starting their two (2) or three (3) day break, on a rotating basis.

(b) Second consideration will be offered to employees of the opposite shift on a rotating basis.

(c) If the overtime requirement cannot be met with volunteers by one of the preceding methods, then the employee at the top of the overtime rotation list, with the appropriate skills required as determined by the Employer and based upon the employees most recent service computation date for leave purposes will be directed to work.

d. Employees who are scheduled for overtime duty which does not follow a scheduled tour of duty and who are unable to report for duty are required to notify the immediate supervisor within fifteen (15) minutes prior to the start of their scheduled overtime.

e. It is understood that when an employee has volunteered to work overtime or has been directed to work overtime, his failure to report and work may subject him/her to disciplinary action.

f. The Employer will maintain and display an overtime rotation list.

Section 2. The Employer will provide as much advance notification as is possible under the circumstances when employees are required to work overtime.

Section 3. Entitlement. The Employer and the Union agree that all leave should be scheduled so that it does not conflict with planned overtime.

a. When an employee is in a pay status, said employee is eligible to work overtime during that administrative work week.

b. Employees in an approved leave without pay (LWOP) status are eligible to work overtime during the administrative work week in which LWOP occurs. However, employees will not be entitled to the overtime pay rate until the regulatory requirements are met to receive such overtime pay.

c. When an employee is directed to work overtime, the employee may contact a replacement to work in place of the employee as long as the employer determines said replacement has

the appropriate skills required. The employee will remain on duty until their replacement reports for duty.

Section 4. Ineligibility.

a. Employees on light duty will only be allowed to work overtime performing the same duties that the employee performs on light duty, when overtime is required for such duties.

b. Exceptions may be made by the Employer (Supervisor) to the above situations based on individual case circumstances.

Section 5. The Employer agrees that records of overtime work or refused will be maintained by the Employer and that such records will be made available for review by local representatives of the Union upon request in connection with a complaint or grievance.

Section 6. Termination of Overtime. If during overtime duty an employee requests to be released from duty for good cause and the Employer (Supervisor) determines that additional overtime is not required, the Employer (Supervisor) will release that employee. When employees are to be released from overtime they will be released in reverse of the order in which they were selected. Upon release from duty the overtime status is terminated and the employees are in a non-duty/non-pay status. Employees who volunteer for overtime and who are involuntarily released from duty at the convenience of the Employer (Supervisor), having worked less than half of the hours offered to them, are reinstated at the top of the overtime list.

Section 7. Overtime pay will be based on actual overtime hours worked except where an employee works irregular or occasional overtime (i.e., when the employee is required to return to duty from a non-duty status). In such cases, the overtime pay will be based on a minimum two (2) hours overtime period.

Section 8.

a. Employees who work irregular or occasional overtime may be compensated by either overtime or compensatory time off. Advanced compensatory time off for religious observances, i.e., compensatory time used before it is worked, will be repaid by an

equal amount of time, but no later than one (1) pay period after the pay period during which the employee used such time off.

b. "Trading of Time". The act of two employees "trading" working shifts, who are qualified to perform the duties of the shift. Requests for "Trading of Time" will be requested by the employee(s) involved no later than 48 hours prior to the desired change to allow review and approval by management. Exceptions to the 48 hours advance may be granted in emergency situations. In all cases, both segments of the traded time must be completed within the same pay period.

c. Requests for "trading of time" may be disapproved if modifications in work schedules interfere with the efficient accomplishment of the mission or cause the employer to use additional overtime to meet minimum staffing requirements.

d. When Federal employees are granted an excused absence for a special event, i.e., Christmas, Presidential funerals, etc., (e.g., two hours early release on the day prior to Christmas), and essential personnel must remain on duty, they will be granted an equal amount of excused time at an alternate time.

Section 9. Early relief is a system wherein an employee is relieved by another employee on the following shift for a period of less than one (1) hour before the end of a tour of duty. Normally, employees will not be required to request early relief in writing, unless requested by the supervisor. All early relief exchanges will be accomplished within the same pay period. When shifts are above the minimum manning level, extra consideration should be given to employees for excused absence rather than utilizing the early procedure.

Section 10. Recall of Fire Department Personnel. Recall is of a voluntary basis. Recall rosters will be for a one month period. Employees may place themselves on the Recall roster on a permanent basis. The first recall will be for all employees within a 10 mile radius of DDRE. The second recall will be for all employees within a 20 mile radius of DDRE. The third recall, if necessary, will be for all employees beyond a 20 mile radius of DDRE. The senior fire officer will determine the number of personnel to be recalled, e.g., need three fire fighters. If insufficient volunteers respond to a recall, then mandatory callback will be initiated.

ARTICLE 8

TRAINING

Section 1. It is agreed between the Employer and the Union that an annual training needs survey will be conducted by the Employer to determine individual training requirements to:

- a. Meet the needs of the position;
- b. Keep abreast of technological advancement and the state of the art;
- c. Develop employee potential;
- d. Improve performance.

Section 2. The Employer and Union agree that adequate job-related training will be provided to all Fire Department personnel. The Employer and Union further agree that every reasonable effort within the budget limitations will be made to allow attendance at training off-site, and that there is no comparable training at a lesser cost. Approved training will be at no cost to the employee. Employees have the responsibility to take full advantage of the training made available and for applying the learning to their job.

Section 3. The Employer agrees to maintain a current training library.

Section 4. The Employer agrees to meet with the Union at times mutually acceptable to both parties to make or consider recommendations concerning training.

Section 5. The Employer agrees to provide facilities necessary for support of the approved training program.

Section 6. When an employee is assigned to duties in which they have no previous experience, they shall be allowed a reasonable break-in training period.

Section 7. As determined by the Employer, outside drills will not normally be held on Federal Holidays. As determined by the Employer, outside training will not normally be conducted during periods of severe weather.

Section 8. The Employer agrees to grant recognized Union Officers/Stewards official time to attend Union sponsored training provided the subject matter of such training is of mutual concern to the Employer and the Union and the Employer's interest will be served by the attendance of the Union Representative(s). Official time will be authorized to cover only those portions of a training session which will meet the foregoing criteria. Exceptions to this policy may be made on a case by case basis with mutual consent. At no time will the mission be impeded. Requests for such training must be received by the Labor Relations Specialist at least fifteen (15) working days in advance of the training session and be accompanied by sufficient documentation as will permit an evaluation of the Union sponsored training program with the foregoing criteria.

Section 9. Normally, the Employer will notify employees thirty (30) days in advance of any specialized internal Fire Department training that would be beneficial to the employees, to allow modification of work schedules, where possible.

ARTICLE 9

APPOINTMENTS, PROMOTIONS AND DETAILS

Section 1. The Employer reserves the right to fill vacant positions by selections from any appropriate source. One such option is the assignment of employee(s) from one shift or work schedule (i.e., "Kelly Day") to another shift or work schedule without a change in job series, grade or title. The Employer agrees to consider this option prior to direct recruitment action. When the Employer chooses to exercise this option, the following procedure will be used:

- a. Volunteers for changes in shift or work schedule will be solicited from within the Division.
- b. Where volunteers exist, the Employer agrees to assign the most senior volunteer based on Employee Service Computation Date for Leave Purposes.
- c. Where no volunteers exist, the Employer agrees to assign employees with the least seniority based on Employee's Service Computation Date for Leave Purposes.
- d. Normally, except for unforeseen mission requirements, the employer agrees to notify each employee with at least fourteen days advance notice when changes in shift and/or work schedule are required.

Exceptions to this procedure may be requested by an employee, in writing, and exception may be granted by the Employer with the concurrence of the Union.

Section 2. The Employer and the Union agree that bargaining unit position vacancies will be filled in accordance with the installation Merit Promotion Plan. Every effort will be made to use the skills and potentials of bargaining unit employees for the best interest of the activity.

Section 3. The Employer agrees to consult with the Union on changes in the Merit Promotion Plan.

Section 4. In the absence of a current referral list, announcements of new vacant positions in the bargaining unit will be placed on the Division bulletin board for at least seven days before the announcements closing dates. These announcements will contain a brief description of the duties of the position and required qualifications.

Section 5. A bargaining unit employee who had been referred for promotional opportunity within the bargaining

unit, but not selected, will be given, in writing, the reasons the selectee was selected for the vacancy, if that employee requests the reason in writing.

Section 6. The parties agree that temporary assignments to higher-grade position vacancies included in the bargaining unit may be made by detail or temporary promotion, and that insofar as is practical, full-time permanent vacancies will be filled on a permanent basis. Employees may be non-competitively temporarily promoted over one hundred twenty (120) days and up to five years if the employee previously held the higher grade on a permanent basis. Competitive temporary promotions may be up to one year in length. Details for a higher grade can be made non-competitively in increments of one hundred twenty (120) days for up to five years.

Section 8.

a. The Fire Chief will assemble a panel to compare and evaluate each applicant referred for appointment, lateral and promotion consideration. The panel will consist of the selecting supervisor, Assistance Chief, and Captain of receiving shift, the Assistant Chief of Captain of the opposite shift, and two bargaining unit members. When the action involves a Fire Prevention Section employee, the panel will consist of the selecting supervisor, both Assistant Chiefs and two bargaining unit members. Employees applying will be prohibited from participation on the panel. The panel members will have full participation during deliberations. The final decision for selecting an individual rests with the selecting official. The deliberations of the interviewing panel will be treated as confidential and will not be discussed by members outside the panel meeting.

b. The Employer will establish guidelines by which the panel will use to evaluate each candidate and make such guidelines available to the Union.

ARTICLE 10

DISCIPLINARY ACTIONS

Section 1. The Employer and the Union agree that primary emphasis will be placed on preventing situations requiring disciplinary actions through effective employee management relations. Disciplinary action will be taken for cause and for the purpose of correcting problem situations, and maintaining discipline and morale among other employees.

Section 2. Supervisors shall advise employees when entries are made in their Official Personnel Folder ("201 File") which have an adverse effect on the employee.

Section 3. It is agreed that prior to the receipt of a formal appeal or grievance from the effected employee, the Employer may hold any information relative to a proposed disciplinary action to be privileged and a private matter between Employer and employee, except as provided in the preceding Section 2, although the employee may divulge such information at their own discretion.

Section 4. Under normal circumstances the employee will receive a letter of proposal not later than forty-five (45) calendar days after the conclusion of the employer's (supervisor's) investigation and submission of the SDSNC Form 1625 when the disciplinary action proposed falls under Negotiated Grievance Procedures. Under normal circumstances the employee will be given a decision letter not later than Twenty-One (21) calendar days following the receipt of the employees reply to the proposed letter. Employee(s) will be notified when an extension of these time frames is necessary as determined by the Employer. Notification will include reason for delay. Failure to meet these time frames does not preclude the Employer from taking disciplinary action. However, all efforts will be made to meet the time frames.

Section 5. Nothing contained in this article or agreement shall preclude an employee from exercising a grievance or appeal rights granted him by law, Executive Order, rule, regulations or DLA policy.

ARTICLE 11

POSITION MANAGEMENT AND CLASSIFICATION

Section 1. Job Descriptions. The Employer will assign duties to positions and assure that major duties are described in job descriptions. Also the Employer will discuss with employees the accuracy of the employee's job descriptions. Employees will be provided procedures for securing review of what they consider to be inequities in the classification of their positions at any time and will be given a reasonable amount of time, through prescribed channels, to submit their views concerning any changes in their job descriptions.

Section 2. Classification Standards. The Employer will inform the union concerning receipt of any new and revised classification standards affecting unit members. The Employer will afford the union the opportunity to review draft classification standards covering unit employees' positions. The Employer will consider union comments on draft standards for inclusion in submissions to higher echelons.

ARTICLE 12

REDUCTIONS-IN-FORCE

Section 1. The Employer and the Union agree that circumstances may arise necessitating employees in the unit to be separated, downgraded or reassigned through reductions-in-force (RIF) procedures. The Union recognizes that the decision to implement a RIF is non-negotiable. This however, does not bar negotiations concerning the procedures involved and the impact of the decision on the employees adversely affected to the extent consonant with law and regulations and to the extent that it does not interfere with the Employer's right to implement the RIF.

Section 2. The Employer agrees that after it is determined that a RIF is necessary the Union will be informed as early as possible considering the time constraints involved in plotting a RIF and the impact of decisions from higher authority. The notification will include the reasons for the RIF, the number of employees, the types of positions and the effective date the action is to be taken. Such notification will allow the Union the opportunity to consult with the Employer making its views and recommendations known and enabling the Employer to respond before final implementation. The Union will be notified of changes in implementation dates.

Section 3. All RIF actions will be implemented in accordance with applicable laws and regulations. Any career or career-conditional employee who is separated as a result of RIF shall be placed on an appropriate reemployment priority list and such employee shall be given preference for reemployment to vacancies within the unit and shall be considered for other vacancies outside the unit to the extent the employee meets existing qualification requirements.

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

Section 5. In order for the Union to facilitate and intelligently fulfill its responsibilities to the bargaining unit, the Employer, upon written request by the Union, agrees to provide access to copies of the following as applicable to the Unit:

- a. "From-to" placement list applicable to the bargaining unit.

b. A copy of the retention register applicable to the employees of the unit.

c. A current, approved Table of Distribution and Allowances for the unit.

ARTICLE 13

GENERAL PROVISIONS

Section 1. The Union, as the exclusive representative of employees in the unit, is entitled to act for and to negotiate agreements covering all employees in the unit, and is responsible for representing the interests of all such employees without discrimination and without regard to labor organization membership.

Section 2. The Employer and the Union agree to consistently strive for improved communication between all employees and Supervisors, to promote efficiency, and to improve the morale of all employees.

Section 3. Interpretation of published requirements relating to personnel policies, practices and procedures, and matters of working conditions and the application of same in dealings with the entire bargaining unit or segments thereof, as well as with individual unit employees, are proper matters in which the Union shall present the views of employees to the Employer, as a basis for negotiation.

Section 4. The Union shall be given the opportunity to be represented at:

a. Any formal discussion, which is a meeting between one or more representatives of the Employer and one or more employees in the bargaining unit, or their representatives, concerning any grievance or any changes in personnel policies or practices or other general conditions of employment. Some examples of formal discussions are: (1) impending Reduction in Force or Transfer of Function, (2) changes in an organizations' work schedules, (3) changes in Merit Promotion Procedures, (4) changes in safety requirements, (5) resolution of grievances processed under the Negotiated Grievance Procedure, and (6) development of group job performance standards for an occupational series and grade, etc.

b. Any examination of an employee in the bargaining unit by a representative of the Employer in connection with an investigation if the employee has reason to believe that the examination may result in disciplinary action against the employee and if the employee requests representation. Some examples of such examinations are: (1) investigation of

AWOL, (2) investigation of fighting on duty, (3) investigation of insubordination, (4) investigation of theft, (5) investigation of drinking on duty, (6) Reports of Survey, (7) locally directed and conducted investigations under provision of appropriate DLA Regulation.

Section 5. The Union is not entitled to be represented at meetings such as (1) performance counseling sessions, (2) work assignment discussions, (3) developing personal job performance standards, (4) presentation of disciplinary action proposal and decision letters, (5) resolution of grievances filed under other than the Negotiated Grievance Procedures, (6) normal day-to-day work operations and functions.

Section 6. The Union agrees that solicitation of membership or dues, electing officers or stewards, posting and distributing literature, Union meetings and other internal Union business shall be conducted only during employees' nonduty hours or during "standby" periods when employees are not engaged in "unscheduled" work.

Section 7. Membership in the Union will be accepted without discrimination.

Section 8. The Union agrees that it shall not call or participate in a strike, work stoppage, or slowdown, or picket the Employer in a Labor-Management dispute if such picketing interferes with the Employer's operations, or condone such activity by failing to take action to prevent or stop it.

ARTICLE 14

UNION REPRESENTATION

Section 1. The Union will be represented by the Union President or a designated Vice-President with respect to day-to-day relationships with the Employer (Region Commander or designated representatives). This extends to exchange of information and/or discussion regarding current work problems, changes to policies and regulations in the area of personnel management, and any other matter included under this Agreement

Section 2. Stewards will be restricted to representing only those employees in their designated Area of Representation (i.e., shift). Each Steward will be allowed a reasonable amount of time to receive and investigate inquiries, complaints and grievances of employees in their Area of Representation. The Union reserves the right to substitute any Steward to represent employees in an Area of Representation outside that Steward's normal Area of Representation where specific expertise is required and the designated Steward cannot provide that expertise. If an employee believes a Steward is unsuitable to represent their interests, the employee may contact the Union President and request a replacement. In such cases, the substituted Steward will be identified by the Union President who will provide advance written notice thereof to the Employer (Supervisor of the shift being visited).

Section 3.

a. Official Labor-Management Business between Stewards and employees will be conducted in private, if possible, in the immediate vicinity of the later's work area. In all cases, the Union Representative must request the Employer's (Supervisor's) approval prior to using Official Time for Official Labor-Management Business.

b. The Union Representative shall request supervisory approval to use Official Time. That request shall include the Official Time required for the Official Labor-Management Business and the purpose.

c. Prior to granting approval for the use of Official Time, the Supervisor of the Union Representative shall determine the following:

(1) That the workload permits release of the Union Representative.

(2) That the Official Time is requested for Official Labor-Management Business. The Union Representative's statement to that effect will be considered adequate.

(3) That the employee to be visited (when appropriate) is available and will be released from duty by their Supervisor. The Union Representative's statement to that effect will be considered adequate.

(4) The amount of Official Time which will be approved in connection with the request.

d. When approval is granted, the Union Representative will:

(1) Provide the Supervisor with adequate information regarding where the Union Representative may be reached (not required if the Official Labor-Management Business will be conducted at the Union Representative's duty location).

(2) Immediately upon arrival, report their presence to the Supervisor of the area being visited.

(3) Make productive use of Official Time by performing only Official Labor-Management Business.

(4) Upon completion of the Official Labor-Management Business, return immediately to the assigned duty location and report their return to the Supervisor.

(5) If the Union Representative must visit another area or requires additional time prior to return to the assigned duty location, the Union Representative must request additional Official Time, if necessary, and must provide their Supervisor with adequate information regarding where the Union Representative may be reached. This may be accomplished by telephone.

e. In any complaint covered by the Agreement, an employee may be represented by only one Steward except as otherwise provided for in this Article.

Section 4. The Union shall supply the Employer the following:

a. A list of Union Officials in the Unit by:

- (1) Union Title
- (2) Name
- (3) Telephone extension

b. A list of Union Stewards in the unit by:

- (1) Name
- (2) Shift
- (3) Telephone extension

The Union shall notify the Commander, in writing, of any appointments of Union Representatives within five (5) work days from date of appointment. Copies furnished to the Director and the Labor Relations Specialist.

Section 5. Matters appropriate for consultation between the Employer and the Union shall include personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions. It is understood that once consultation is initiated either party may ask for discussion and clarification of the issues.

Section 6. In order to resolve day-to-day issues at the lowest possible level, the Union and Employer agree that initial contact for discussions between Employer Representative(s) and Union Representative(s) shall be as follows:

Assistant Fire Chiefs-Union Stewards

Fire Chief/Division Level-Union Vice Presidents/
Union President

Director/Special Staff Level/Commander/Deputy
Commander-Union President or Designated Representative

In unusual or extreme circumstances, both Union and Employers' officials, or their designated representatives, may initiate contact at any level.

ARTICLE 15

ALLOTMENT FOR PAYMENT OF DUES

Section 1. Employees covered by this Agreement may voluntarily authorize an allotment of pay for the payment of Union dues. Dues withholding procedures and arrangements between the Employer and Union will be as follows:

Section 2. Union dues (i.e., the regular, periodic amounts required to maintain an employee in good standing in the Union) shall be deducted by the Employer from an employee's pay each biweekly pay period when the following conditions are met:

- a. The employee is a member of the bargaining unit.
- b. The employee has voluntarily authorized such a deduction by executing IAFF 1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues."
- c. The employee's earnings are sufficient, after all other legal deductions, to cover the full amount of the allotment.
- d. Section A of the allotment form has been completed and signed by the President or the Treasurer of the Union, and the form has been received by the Chief, Finance Services Division/Planning and Resource Management, Defense Distribution Region East, Headquarters, New Cumberland, PA 17070.

Section 3. The Union shall be responsible for insuring that the allotment form is purchased and made available to eligible members and shall insure that the employees are fully informed and educated concerning the program for payroll deduction of union dues, its voluntary nature, the uses of the required form, and the procedure for revocation of allotments.

Section 4. Deductions shall begin with the first pay period which commences after receipt of the completed allotment form by the Chief, Finance Services Division.

Section 5. The dues withholding program will be provided by the Employer at no charge to the Union. The dues withheld will be transmitted by the Defense Finance and Accounting Service (DFAS), Columbus, Ohio, by check to IAFF Local F-221, following each biweekly pay period. With each

remittance the Finance Services Division will provide the Union with two copies of the following information:

- a. Names of employees for whom deductions were made and the amount of each deduction.
- b. Total amounts withheld.
- c. Net amount remitted.
- d. Names of employees separated since date of last remittance, employees entering LWOP status and adjustments. Reasons for employee separations will be provided upon request.

Section 6. An employee may initiate action to change their allotment at any time by completing and submitting an appropriate form to the Chief, Finance Services Division prior to the intended effective date. Upon receipt of the change request, Finance Services Division will adjust the withholding of dues from the employee's pay in one of the following ways:

a. To revoke dues, the Standard Form 1188, "Cancellation of Payroll Deductions for Labor Organization Dues," may be used. The effective date of the change will be as follows:

(1) For employees who have been on dues withholding for less than one year the effective date will be the first day of the first full pay period after their anniversary date, but no sooner.

(2) For employees who have been on dues withholding for more than one year the effective date will be the first day of the first full pay period on or after 1 September of any calendar year.

b. To reduce the amount withheld the Standard Form 1188, "Cancellation of Payroll Reduction for Labor Organization Dues" may be used. The effective date of the change will be the first day of the first pay period following receipt of the request.

c. To increase the amount withheld (e.g., optional Union Life Insurance Plan) the IAFF form 1187, "Request and Authorization for the Voluntary Allotment of Compensation for Payment of Employee Organization Dues" may be used. The effective date of the increase will be the first day of the first pay period following receipt of the request.

The Finance Services Division will notify the Union of all such revocations or changes received by forwarding the carbon copy of the change form or reproduced copy of request to the Union with the transmittal referred to in Section 4 above. Standard Form 1188 will be maintained by the Employer (Finance Services Division) and furnished to an employee on an individual basis.

Section 7. The Union may initiate action to change allotments for all employees in the Bargaining Unit as the result of changes in dues. The effective date of such change(s) will be agreed to by the Union and the Employer.

Section 8. Federal employees who are not members of the Bargaining Unit are not entitled to have Union dues withheld by way of payroll deduction. Employees may, however, retain Union membership, by paying direct dues, to retain benefits. When an employee is to be released from the Bargaining Unit, and yet retained as a member of the Employer's work force, the employee will be notified by the Employer (Civilian Personnel Officer) no later than one pay period prior to cancellation of dues withholding by the Employer.

Section 9. The Union agrees to notify the Chief, Finance Services Division, in writing, when an employee with a current allotment authorization is expelled, or for any other reason ceases to be a member in good standing.

ARTICLE 16

GENERAL PROVISIONS

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. Except as otherwise provided under the Civil Service Reform Act, such right includes the right:

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

b. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees.

Section 2. Any 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, regulations, or established policies and to choose their own representative in a grievance or appeal action not subject to review under the Negotiated Grievance Procedure. An employee or group of employees in the unit may be represented only by the exclusive Union or by a person approved by the Union in filing a grievance under the Negotiated Grievance Procedure.

Section 3. The rights described in this Article do not extend to participation in the management of an employee organization, or acting as a representative of any such organization, where such participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of any employee.

ARTICLE 17

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and the Union mutually recognize the importance of equitable treatment for all employees in all aspects of employment. The Employer and the Union agree to cooperate in actively promoting the concept and implementation of Equal Employment Opportunity for all bargaining unit employees. Such cooperation will extend to the development and administration of the DDRE EEO Affirmative Employment Plan.

Section 2. The Employer will solicit input for DDRE's Affirmative Employment Plan from the Union prior to its publication.

Section 3. The union will review the Affirmative Employment Plan, meet with EEO staff officials to discuss its contents and offer recommendations to the new plan. However, nothing in this Article will constitute grounds for DDRE's failure to comply in a timely manner, with nondiscretionary directives issued by the Equal Employment Opportunity Commission.

Section 4. The Union agrees to support the Selective Placement Program which is designed to assist qualified individuals/veterans with a disability in obtaining Federal employment consistent with their level of skills and abilities and their capacity for safe and efficient job performance; and to provide equal opportunity for such employees in retention, training, upward mobility and merit promotion. Emphasis is on ability rather than disability and on training and rehabilitation efforts, and the elimination of barriers to job opportunities and advancement.

ARTICLE 18

FACILITIES AND EQUIPMENT

Section 1. The Employer agrees to cooperate with the Union in allowing the use of DDRE telephone and mail delivery facilities for the purpose of internal, on-depot communications related to Labor-Management business. The use of telephone resources does not extend to long distance calls involving commercial numbers.

Section 2. The Employer will make the training area of the firehouse available to the Union for the purpose of holding regularly scheduled meetings among employees during their nonduty or "standby" hours. The Union agrees to inform the Employer at least one week in advance of such meetings. The Union will be responsible for leaving the building in the same condition as it was when the meeting began.

Section 3. The Employer agrees to provide adequate sleeping and cooking facilities and equipment.

Section 4. In the event of malfunction of the heating equipment or other utilities, the Employer shall promptly initiate repairs.

Section 5. The Employer agrees to establish, in writing, a standard operating procedure containing the station house rules.

Section 6. Driver/Operator shall not be charged with responsibility for the condition of their vehicles until the driver/operator has been given time to inspect the vehicle.

Section 7. The Employer agrees to furnish an office desk and chair for the use by the Union President.

Section 8. The Employer agrees to provide approximately 42 square feet of wall space for the Union bulletin board and Union charter.

Section 9. The Employer agrees to supply the required physical training gear, as determined by the Employer, for the bargaining unit members.

a. All external physical training gear (i.e., sweat suit, sweat shirt, T-shirt) except gym shorts, and running shoes will have Defense Distribution Region East (DDRE), Fire Department logo on them.

b. All physical training gear will remain at the duty station and will be the exclusive uniform while performing physical training.

c. Replacements will be accomplished through existing uniform allowance (except the sweat suit, the sweat shirt and the running shoes which will be replaced when worn out.)

d. For new employees, physical training gear procurement action shall be initiated within the first thirty (30) days of hire of the employee.

Section 10. The Fire Station will be included in any service contract for custodial services for the restrooms and carpet cleaning "semi-annually".

ARTICLE 19

UNIFORM PROTECTIVE CLOTHING AND UNIFORM ALLOWANCE

Section 1. The Employer agrees to furnish all fire fighting protective clothing and equipment, including safety boots and safety glasses of both regular or prescription types to include sunglasses, if prescribed by an optometrist/ophthalmologist.

Section 2. Uniform Allowance

a. It is agreed that the clothing allowance request will be made out in September of each year. To be paid by the end of October for that fiscal year. Employees will be provided a Lump Sum Uniform Allowance in accordance with applicable laws, rules, and regulations governed by Title 5 United States Code, Subchapter 1, Sections 5901, 5902, and 5903. Whenever the provisions of Title 5 United States Code, Subchapter 1, Sections 5901, 5902, and 5903 are changed the Employer shall ensure that the Uniform Allowance will be adjusted accordingly. The Initial Uniform Allowance shall be requested for newly hired employees within fourteen (14) days after they have been hired.

b. This authorization will be used for employees who are expected to remain on the job through the year effected by the lump sum payment. Those employees retiring, resigning, or leaving the job for other reasons, will be responsible for notifying Civilian Pay Section of the advance uniform allowance. Management will also advise the Pay Section of the advance pay and the need for recovery of any portion not covered by employment.

c. The rate of recovery for employees separating will be based on the initial payment divided by Four (4) quarters. An employee must work at least One (1) day of each quarter to qualify for payment of advanced clothing allowance. Recovery for any overpayment will be through the employee's final paycheck, retirement fund, or lump sum annual payments.

Section 3. Uniforms worn by GS-081 employees will be in accordance with DLAR 1418.1. Athletic Gear for firefighters will be provided since firefighters are required to maintain a certain standard of physical fitness and are expected to participate in fitness conditioning while on duty. NOTE: This is not part of the uniform allowance and will be paid for out of the Public Safety budget.

Section 4. Safety Shoes.

a. Supervisors will verify the need for employees to obtain/replace safety shoes. Authorization for more than one pair per year for an employee will be justified in writing by IOM. A list of employees authorized to receive shoes via IOM will be sent to the Base Supply Division five (5) work days prior to the shoe mobile visit. Attached to this list will be individual DLA 1304s for each employee. DLA Form 1304 must be signed by a person authorized to request supplies. Employees not listed on the IOM will not be able to purchase shoes. Management will ensure funds are available for the purchase of safety shoes prior to the shoe mobile visit. Employees will be released to travel to the shoe mobile in limited numbers. Hours of operation for the shoe mobile will be from 8:00 a.m. to 11:00 a.m. and from 12:00 p.m. to 3:30 p.m. NOTE: This does not apply to employees on other than 1st shift who are reporting at either the beginning or ending of their shift. An employee may change his/her shift for the purpose of obtaining shoes if the hours of operation for the shoe mobile does not coincide with the employee's hours of work.

b. Employees will present their badge to shoe mobile attendant for verification of shoe mobile purchases. Employees are responsible for any payment exceeding the \$72.00 limit for the purchase of shoes to the vendor.

ARTICLE 20

LEAVE

Section 1. Annual Leave.

- a. Employees shall earn annual leave in accordance with applicable laws and regulations.
- b. Employees must obtain approval for annual leave before taking such leave except for emergency annual leave which may be approved by the supervisor after receiving proper notice as provided herein.
- c. Unscheduled Annual Leave. When an employee is unable to report at the beginning of the scheduled work shift, for unforeseen reasons, approval of unscheduled annual leave must be requested by the Employee through personal telephone contact with the Employer (Supervisor or designated alternate) prior to the beginning of the work shift. In extreme circumstances where the employee is actually incapacitated or otherwise prevented from making the contact, or where the employee's absence from the scene could threaten loss of life or limb or result in unnecessary severe hardship to others, another individual may contact the employee's supervisor. The Employer will ensure that supervisors or designated alternates, who are authorized to act on unscheduled leave requests, will be available to receive incoming calls.
- d. Minimum charge for annual leave is 15 minutes.
- e. Any employee applying for leave on a work day which occurs on a religious holiday associated with the religious faith of the employee will be granted such leave provided subject employee's absence will not interfere with the carrying out of the mission of the organizational elements to which assigned. Any employee may elect to work compensatory overtime in lieu of taking leave or overtime pay when personal religious beliefs require that the employee abstain from work during certain periods of the normal work day or workweek.
- f. Scheduling, Requesting, and Approving Leave.
 - (1) Employees shall submit their tentative schedules for annual leave to their Supervisor by the first of February and should be notified by their Supervisor of tentative approval or disapproval by the first of March. In those cases where competition exists for desirable leave periods and not all requests for leave can be tentatively approved, and after the supervisor has met with the employees involved to attempt to resolve the matter, the following priorities will be used to determine the order in which employee's requests for leave will be approved:

(a) Employees with recorded excess annual leave.

(b) Employees with earliest Service Computation Date for leave purposes.

(2) Employees shall request annual leave by completing two copies of the SF-71. Application for Leave and submitting them to the Employer (Supervisor) sufficiently in advance of the requested annual leave dates and times to permit convenient consideration and approval or disapproval thereof by the Employer (Supervisor).

(3) The Employer (Supervisor) shall ensure expeditious consideration and approval or disapproval of the Employee's requests for annual leave. The Employer's (Supervisor's) decision shall be indicated on the SF-71 and the SF-71 shall be countersigned by the Employer (Supervisor).

(4) A signed copy of the Employee's request, approved or disapproved and countersigned by the Employer (Supervisor) shall be furnished to the Employee for the Employee's records.

(5) Employees who have scheduled and have had approved two or more consecutive calendar weeks of annual leave for vacation purposes, and who can show that they have committed significant personal financial resources to that leave period, shall be granted such leave provided the employee making such request has sufficient annual leave credits to cover the absence. The Employer will not cancel approved leave except to meet emergencies or extreme circumstances.

(6) In the event of a conflict in the scheduling or approval of annual leave, based on circumstances beyond an employee's control or where an employee has already committed significant personal financial resources to the leave period, the Supervisor and the Employee shall meet for the purpose of resolving such conflict. If not resolved, the employee may call in their Union Representative.

(7) If the Employer finds it necessary to cancel scheduled and approved leave, the affected employee shall be given a written explanation and an opportunity to select an alternative leave period.

g. Scheduling Excess Leave.

(1) Employees shall submit their tentative schedules for annual leave to their Supervisor by the 1st of February and shall be notified by their supervisor of tentative approval or disapproval by the 1st of March. In the event of a conflict in the scheduling of annual leave, the Supervisor and the employee shall meet for the purpose of resolving such conflict. If not resolved, the employee may call in a Union Representative.

(2) All annual leave earned in a leave year which is in excess of the maximum allowable accumulation (normally 432 hours) will be scheduled by the employee and granted by the Supervisor as workload permits, to avoid forfeiture of such excess annual leave at the end of the leave year.

(3) The excess annual leave schedule will be made available for review by the submitting employee and the Union.

(4) If an employee is unable to use excess annual leave by the end of the year, that employee may apply for restoring of that leave in accordance with local procedures.

h. Advance of Annual Leave.

(1) Advances of annual leave are limited to deserving cases when such need is required. An employee's request for an advance of annual leave is subject to the following:

(a) All available accumulated annual leave must be exhausted.

(b) The amount of annual leave advanced to an employee's account will not exceed the amount which will be earned during the balance of the leave year in which approved.

(c) Where it is known, or reasonably assured, that an employee is to be separated or retired during the year, the total advanced may not exceed the amount that will accrue prior to the anticipated date of separation or retirement.

(d) For employees serving under a temporary appointment or under a probationary or trial period, advanced annual will not exceed an amount which it is reasonably assured will be subsequently earned.

(e) A refund will be required for any negative annual leave balance remaining at separation during that year. No refund will be required if the employee separated because of disability.

(2) The procedures for requesting an advance of annual leave are:

(a) The employee will submit a written request, through supervisory channels within the organization, indicating the reason(s) for the request, the total number of hours requested, and the date(s) covered by the request.

(b) Supervisors will forward the request with their recommendations, through channels, to the Director.

(c) The Director will notify the employee, in writing and through channels, of the final action on the request. The Civilian Payroll Office will be provided specific information on requests that have been approved.

Section 2. Sick Leave.

a. Sick Leave is a benefit provided by law. Employees are entitled to such leave when they are incapacitated for the performance of their duties for reasons of illness, injury, or other reasons provided for by leave regulations of the Employer (DLAR regulatory guidance, FMLA, or any other law, rule or regulation). The Union joins the Employer in recognizing the insurance value of such leave and agrees to encourage employees to conserve sick leave so it will be available to them when needed.

b. Employees shall accrue sick leave in accordance with statute and regulations of the Office of Personnel Management.

c. The Employer (Supervisor) retains the right to approve the use of sick leave.

d. Planned Sick Leave.

(1) Employees have the right to use sick leave for medical, dental, optical, or similar examinations or treatments when appointments for such examinations or treatments cannot be arranged outside the work hours.

(2) Employees shall request sick leave by completing two copies of the SF 71, Application for Leave, and submitting them to the Employer (Supervisor) sufficiently in advance of the requested leave date to permit convenient consideration and approval or disapproval thereof by the Employer (Supervisor) who determines whether workload permits.

(3) The Employer (Supervisor) shall ensure expeditious consideration and approval or disapproval of the employee's request for sick leave. The Employer's (Supervisor's) decision shall be indicated on the SFs 71, and the SFs 71 shall be countersigned by the Employer (Supervisor).

(4) A signed copy of the employee's request, when approved or disapproved and countersigned by the Employer (Supervisor), shall be furnished to the employee for the employee's records.

e. Sudden Illness (Incapacitation).

(1) Employees not reporting for work because of incapacitation shall personally notify the Employer

(Supervisor or designated alternate) by telephone within two (2) hours after the beginning of their scheduled work shift to request sick leave. In extreme circumstances or emergencies, when an employee's incapacitation prevents the employee from making the contact personally, another individual may contact the Employer (Supervisor). The employee's request for sick leave shall include an estimate of the expected length of absence but, in accordance with the provision of the Privacy Act of 1974, the employee will not be required to explain the nature of the employee's illness.

(a) The Employer (Supervisor) shall approve sick leave unless the Employer (Supervisor) has reason to believe that leave abuse is a factor in the employee's request. The employer's (Supervisor's) approval shall include the specified amount of time approved.

(b) When such reported absence continues beyond the period of sick leave approved at the time of the initial request, the employee will contact the Employer (Supervisor) prior to or on the first scheduled workday after such period to request additional sick leave.

(2) In cases of sudden illness or other medical emergency incurred during duty hours, employees may be either released from duty on sick leave by their Supervisor or, when appropriate or when abuse is suspected, may be referred to the DDRE Medical Officer who shall determine whether the employee is incapacitated for the duty hours remaining in the scheduled workday. If the employee elects not to be examined by the DDRE Medical Officer, the employee may request sick leave for the hours remaining in that scheduled work day with approval contingent upon the employee's showing evidence of incapacitation on that day i.e., medical certificate from the examining physician.

(3) When employees are directed to the DDRE Medical Officer, or referred there because of an illness, they shall be carried in a duty status while under observation or examination. However, if they are recommended to be released from duty by the Medical Officer, they shall request appropriate leave for the duty hours remaining in their scheduled work day. If the employee is unable to do so because of incapacitation, the Medical Officer will notify the Employer (employee's Supervisor), accordingly.

(4) Where sick leave is requested by the employee, but where the employee was not able to complete the SF 71, the Employer (Supervisor) shall initiate the SF 71, immediately, to document the date and time of the employee's request and the period of sick leave actually approved. The employee shall countersign the approved request, if correct, immediately upon return to duty from sick leave.

f. Collateral Benefits.

(1) An employee who is injured or becomes ill at work and is unable to provide their own transportation to receive medical care, will be provided such transportation by the employer. The Employer is also responsible for transporting the employee upon completion of medical treatment to their work area or place of residence, if necessary, arrangement for transportation and/or monitoring of the employee's status will be made by the Employer (employee's immediate Supervisor) prior to the Employer (Supervisor) departing at the end of the tour of duty. If an employee requires transportation, the employee must contact the work site and request it from the Employer (Supervisor of the shift in progress or the Security Shift Supervisor).

(2) Employees returning to duty from a serious injury or illness shall be considered for assignment to limited or lighter duties if the employee's personal physician recommends return to duty on less than a full-time or full-performance basis. The employee will be required to report to the DDRE Medical Officer for the purpose of determining fitness for return to duty. The recommendation of the employee's personal physician must be in written form, i.e., a medical certificate, which must specify estimates of the following:

(a) When the employee will be able to return on a full-time basis.

(b) When the employee will be able to perform the full scope of assigned duties as specified in the job description.

A medical certificate providing less than the above will not be honored by the Employer. In such cases, determination of the employee's fitness for duty that day will be made by the DDRE Medical Officer, with the employee's personal physician and Supervisor.

g. Certification.

(1) Normally, employees shall not be required to furnish a medical certificate to substantiate period of sick leave unless such leave exceeds two (2) consecutive twenty-four (24) hour tours of duty.

(2) Periods of absence on sick leave in excess of two (2) consecutive twenty-four (24) hour tours of duty must ordinarily be supported by a medical certificate, which attests to the employee's incapacitation, to be submitted by the employee to the Employer (employee's Supervisor) within four (4) calendar days after the employee's return to duty.

(3) A medical certificate may also be required where sick leave abuse is indicated. Usually, the employee is provided written notification (i.e., Letter of Understanding) that a medical certificate will be required on future occasions.

(4) In lieu of a medical certificate, the employee's signed statement shall be accepted under the following conditions:

(a) The statement includes reasonable explanation of the nature of the illness.

(b) The statement includes the reasons that a physician's services were not used, e.g., shortage of physicians, remoteness of locality, illness did not require the services of a physician, etc.

(c) The statement is provided to the Employer (Supervisor) on the day the employee returns to duty.

(d) The employee is not accused of participating in a "Sick-Out" or "Job-Action".

In cases supported only by an employee's statement, the employee may be referred to the DDRE Medical Officer to insure the employee's return to duty will not jeopardize the employee's health or the health of others.

h. Sick Leave Abuse.

(1) In individual cases, there may be sufficient reason to believe an employee may be abusing sick leave. Among the indications or evidences of sick leave abuse are the following:

(a) Prior leave patterns.

(b) Excessive sick leave exclusive of major illness or surgery.

(c) Frequency of sick leave.

(d) Results of observation, investigation or inquiry.

(e) Inadequate justification of prior instances of sick leave which required certification.

(2) When sick leave abuse is indicated, the Employer (Supervisor) may disapprove the employee's request for sick leave and may direct the employee's to report to the Medical Officer for examination. In extenuating circumstances, where the

employee is unable to comply with that directive, the Employer (Supervisor) may require that the employee show evidence of incapacitation for that day, i.e., medical certificate from an examining physician.

(3) Continued sick leave abuse may form the basis for disciplinary action taken by the Employer (Supervisor) against the employee. Where sick leave abuse is indicted, the Employer (Supervisor) shall first counsel the employee regarding the reasons that a medical certificate may be required for subsequent sick leave absences regardless of duration and that such requirement is being considered. If such a requirement is effected, the employee will be notified by a Letter of Understanding that all future sick leave absences, regardless of duration, must be supported by a medical certificate which is to be provided to the Employer (Supervisor) on the day the employee returns to duty. The Letter of Understanding will specify the reasons for requiring medical certification and will be reviewed at least twice a year. When the employee's record has significantly improved, the requirement will be rescinded in writing. The period to be used for determining sick leave abuse will be the immediate past six-month time frame from the date of review.

i. Advances of Sick Leave.

Advances of sick leave are to be limited to deserving cases of serious disability or ailments when, in the opinion of the Employer (Commander or designated representative), such need or necessity is required. Prior to an advance of sick leave, it is required that all available accumulated sick leave and all annual leave that otherwise might be forfeited, be exhausted. The cumulative advance of sick leave may not exceed four hundred thirty-two (432) hours at any time, except under extraordinary circumstances, and there must always be reasonable assurance that the employee will return to duty.

Section 3. Excused Absences.

a. General

(1) Consistent with the Employer's mission, equity of treatment shall be provided to all employees when excused absences are appropriate, to the maximum extent consistent with applicable regulations issued by appropriate authorities. The Employer (Commander) reserves the right to decide the types of employees who may be excused under various conditions. The Employer (Commander) reserves the right to make the determination on the granting of excused absences when circumstances warrant. The Employer agrees to discuss with the Union and keep the Union informed of the Employer's (Commander's) decision.

(2) On an individual basis, brief absences for less than an hour, may be excused for unavoidable absences.

(3) The effect of daylight saving time changes in April and October will be accomplished as follows: Employees working the twenty-four (24) hour shift when daylight saving time begins will be required to take annual leave for this shortened (23-hour) shift; pay will be based on actual hours worked. Similarly, employees will be awarded one (1) hour overtime for the shift worked (25 hours) when standard time goes back into effect; pay will be based on actual hours worked.

b. Adverse Conditions.

(1) The Employer (Commander) retains the right to close the installation, in accordance with the Depot's Plan of Action, and place employees on excused leave during adverse weather conditions such as, but not limited to, ice and snow covered roadways, severe winter storms, flooding, hurricanes or other acts of God and for declared local, state and national emergencies.

(2) Employees engaged in activities involving security, preservation of health, welfare and safety of personnel or government property may, at the discretion of the Employer, be required to work during periods when the Depot is otherwise closed due to climatic conditions.

(3) The Employer agrees to comply with applicable regulations and recommendations of the Medical Officer or Safety Officer in granting additional rest periods or early dismissal in situations where high fatigue or physical exertion is required, or where hot or cold weather conditions exist.

c. Blood Donations

(1) DDRE employees are encouraged to serve as blood donors and may be excused from work without charge to leave for the time necessary to donate the blood, for recuperation immediately following blood donation, and for necessary travel to and from the donation site. The maximum excusable time will not exceed 4 hours, except in unusual cases. When the employee must travel a long distance, or when unusual need for recuperation occurs, up to an additional 4 hours may be authorized. Supervisory approval for the use of official time must be obtained prior to employees departing the work site to donate blood.

d. Leave Without Pay.

(1) Employees may be granted leave without pay in accordance with applicable laws and regulations. Normally, grants of leave without pay will not exceed one (1) year.

(2) Employees in the Union who are elected or appointed as delegates to Union conventions or other such functions, or who are serving temporarily as representatives of the parent Union (IAFF) at district or higher levels may be granted leave without pay upon written requests, in accordance with governing regulations.

(3) Employees who are absent on leave without pay are entitled to benefits of employment subject to the provisions of applicable laws and regulations.

(4) Female employees may be granted leave without pay for maternity reasons in accordance with the Employer's regulations. Male employees may be granted leave without pay for purposes of assisting or caring for their minor children or the mother of their newborn child while she is incapacitated for maternity reasons. Adoptive parents, either female or male employees, may be granted leave without pay when a period of time off work is necessary to make family adjustments and to make arrangements for child care.

(5) All accrued excess annual leave that otherwise might be forfeited must be exhausted before leave without pay may be granted.

ARTICLE 21

NEGOTIATED GRIEVANCE PROCEDURE

Section 1. The Employer and the Union recognize and endorse the principle of resolving and adjusting grievances promptly and at the lowest possible level of both the Employer and the Union.

Section 2. The purpose of this Article is to provide a mutually satisfactory procedure for the settlement of grievances over the interpretation or application of this Agreement. The following procedure is designed to provide an orderly and equitable means for resolving grievances and is the only procedure available to the parties and the employees in the bargaining unit for consideration of grievances regarding the interpretation or application of the Agreement. Grievances on all other matters as stated in Section 3 of this Article are excluded from coverage under this procedure.

a. Nothing in this Article shall be interpreted so as to require the Union to represent an employee if the Union considers the grievance to be invalid or without merit.

b. If at any step of the grievance procedure set forth herein the aggrieved employee decides to accept the decision rendered by a responsible official of the Employer, the grievance shall be terminated. However, if the Union feels that a significant issue of general nature still requires resolution, the Union may consult with the Employer on the matter.

Section 3. A grievable issue is any matter of concern or dissatisfaction to an employee, the Union, or the Employer for which personal relief is sought and which is subject to the control of the party to which the Grievance is addressed. Personal relief is a specific remedy directly benefiting the Grievant, but, it may not include a request for disciplinary/adverse action affecting another employee or management official. Excluded from coverage by this procedure are grievances regarding the following:

- a. Matters relating to prohibited political activities.
- b. A suspension or removal in the interest of national security.
- c. Retirement, life insurance, or health insurance.
- d. The classification of any position which does not result in the reduction of grade or pay of an employee.
- e. Any examination certification or appointment.

- f. Suspensions of fifteen (15) calendar days or more, removals, demotions for cause and furloughs of 30 days or less.
- g. Removal or reduction in grade or pay where an employee has failed to perform one or more of the critical elements of the performance standards.
- h. Violations of reemployment priority rights where appellant is not a member of the unit.
- i. Reemployment rights following details or transfers to international organizations (appellant not a member of the unit.)
- j. Procedural aspects and merits of actions resulting in an employee's separation during a probationary or trial period.
- k. Nonadoption of a suggestion or disapproval of quality salary increase, performance award, or any other discretionary award.
- l. Reemployment rights based on movement between Executive agencies during emergencies (appellant not a member of the unit).
- m. Separation during a probationary period for pre-employment reasons (first year of employment).
- n. Any matter concerning the Interpretation and application of policies and procedures as stated in DDRE, DLA, and OPM regulations and/or guidance from other governing agencies/bodies, and any supplements or changes thereto.
- o. Separation from or termination of a temporary or intermittent appointment, on or before the expiration date of the appointment. (NOTE: This includes all separations and terminations of temporary or intermittent employees "for cause".)
- p. Nonselection from a group of properly ranked and certified candidates, including from a career program referral list.
- q. Any matter initiated by bargaining unit member(s) involving an allegation of "mismanagement" on the part of one or more supervisors or administrative officials, which both impacts on more than one bargaining unit member and does not fall under the purview of Section 7116 of the Civil Service Reform Act of 1978.
- r. Grievances stemming from reduction-in-force action.
- s. Complaints of discrimination based on race, color, handicap, religion, sex, national origin and age.
- t. Failure of employee to fulfill the responsibilities of "Trading of Time" and "early relief".

Section 4. An employee filing a grievance under this procedure is not required to have a representative. Adjustment of the grievance will not be inconsistent with the terms of this Agreement, and the Union shall be given the opportunity to be present at the final judgment.

Section 5. Disagreements between the Union (President or designated representative) and the Employer (Commander or designated representative) regarding grievability or arbitrability issues will be referred to an arbitrator for decision.

Section 6. Not more than four (4) hours of official duty time will be allowed for employees to discuss, prepare for and present grievances, excluding meetings with the Employer's representatives. Employees will be allowed one (1) hour after each subsequent step where the employee is required to make a decision.

Section 7. The following procedures will be adhered to in resolving employee grievance of a nondisciplinary nature subject to the provisions of this article. An employee should read all sections of this article prior to submitting a grievance.

a. Step 1. The Grievant and representative, as appropriate, will request an appointment with the immediate Supervisor, stating reasons for the meeting. This request must be made within 21 calendar days of the occurrence of the action causing the grievance. At the beginning of the meeting the Grievant will submit a completed Grievance form to the immediate Supervisor. The form should reflect the specific issues not resolved at the informal step and remedial action sought. Upon conclusion of the meeting, the immediate Supervisor will deliver a statement (within 7 calendar days) which addresses remedial actions that the immediate Supervisor is prepared to take. If the Grievant is not satisfied with the decision rendered the Grievant may submit the Grievance within 7 calendar days to the next level of supervision.

b. Step 2. When preparing the form for Step 2 consideration, the Grievant should address why the Step 1 decision was unsatisfactory. Within 14 calendar days of receipt, the Supervisor will meet with the Grievant and representative, as appropriate, and first-level Supervisor to discuss the issues. Upon conclusion of the meeting, the Supervisor will provide a response within 7 calendar days. If the Grievant is not satisfied with the decision rendered, the Grievant may submit the Grievance within 7 calendar days to the next level of Supervision.

c. Step 3. The parties as stated above are committed to encouraging efforts to resolve and/or prevent disputes. In order for this to be accomplished this step must have official agency support at the highest level. We are committed to accessing out current relationship and processes. We have jointly developed the framework as outlined below and will devote as much education as is required to ensure that both union stewards/employees and managers will be able to resolve

and/or prevent their own disputes, without outside assistance, such as this committee. In order to ensure our success we will continually revise and/or reevaluate this step to ensure that the parties are satisfied with the process, results, time spent, and number of grievances resolved.

(1) Objectives:

- (a) To resolve disputes outside the traditional litigation process.
- (b) To avoid more costly, protracted adversarial methods.
- (c) To resolve disputes in a timely, creative manner, with a sensitivity to the long term relationship.
- (d) To not only render decisions/recommendations, but to educate as well.

(2) Scope:

(a) The joint dispute resolution committee will comprise of three union officials and three management officials. An LMER Specialist will serve as the technical advisor, when required. In order for the committee to meet there must be a quorum of at least five. Two from the union and two from management must be there at all times. Two alternates from both sides may participate as observers. While the alternates may have no active voice in the process, questions, concerns, and comments are welcome during the meetings.

(b) The committee will determine if a grievance will be handled by the committee or returned to the parties for traditional negotiated grievance procedures. All grievances that involve adverse actions, (i.e., performance based actions, removals, 30-day suspensions, etc.), legal interpretation (i.e., asbestos, uniform allowance, etc.), and in accordance with Article 21, Section 3, are excluded from this step and must follow the negotiated agreement/applicable rules and regulations. NOTE: The committee may determine that a grievance is inappropriate for the committee to handle for a number of reasons, i.e., both management and the union are entrenched in their positions, the issue is complex and would involve in-depth analysis and research, etc.

(3) Procedures:

(a) The negotiated grievance procedure will be followed through the Division Chief. If the Division Chief's decision is unacceptable to the Union, the Union must submit the grievance, except those grievances which are excluded, to the JDR committee, within (7) calendar days of receipt of the Division Chief's decision. The LMER Division will act as the central point of contact for all grievances to be submitted or for requests for extensions.

(b) All grievances that are accepted by the committee will be handled as such:

(1) Disciplinary actions (non-adverse actions) and performance appraisal grievances.

The committee will render a recommendation, in writing, for acceptance/rejection by the union/management. Neither the union or management will be required to accept the committee's recommendation. If both management and the union accept the recommendation, this becomes the final step of the grievance. If either management or the union rejects the recommendation, the grievance proceeds to the next step in the negotiated grievance procedure.

(2) All other grievances, except those excluded above.

The committee will render a binding decision. The committee will provide, in writing, the rationale behind the decision. The committee will also verbally explain the decision, if requested by either the union or management. This is the final step of the grievance.

(c) The committee will meet as often as needed but no less than once a month.

(4) Supplementation: This step may not be supplemented unless specifically requested by either of the parties.

d. Step 4. Subsequent considerations, up through and including the Commander, shall be handled under the time frame and conditions stipulated in Step 2. However, there is no requirement that the Commander meet with the Grievant.

Section 8. Grievances resulting from disciplinary actions will be processed directly to the Employer (Supervisor of the Deciding Official). Grievances must be submitted within 21 calendar days after receipt of the disciplinary action decision letter. Follow Steps 1 - 3 of Section 7.

Section 9. If the decision rendered to a Grievant by the Commander is not acceptable to the Grievant, the Union may refer the Grievance to arbitration as outlined in this Agreement.

Section 10. Grievances initiated by either the Employer or the Union shall be submitted by letter, to either the Employer (Commander/or designated representative) or Union (President or designated representative), as appropriate. Submission of the written Grievance must be accomplished with 21 calendar days following the date of the incident. A meeting to discuss the Grievance will be arranged by the party receiving the Grievance with 7 calendar days of receipt. Within 14 calendar days following the meeting, the receiving party shall provide the grieving official a written response. If the decision rendered is not acceptable to the grieving party they may refer the grievance to arbitration as outlined in this Agreement.

Section 11. All time limits herein may be extended, in writing, by mutual agreement of the employee or representative and the Employer. Failure of the employer to observe the time limits for any step in the Negotiated Grievance Procedure shall entitle the employee to advance the Grievance to the next step. Failure of the employee or representative to observe the time limits provided for herein shall constitute a basis for denial of the Grievance by the Employer.

Section 12. At any step of the Negotiated Grievance Procedure, during which a meeting is held, both parties shall have the right to call relevant witnesses. Witnesses who are employees of the Activity shall suffer no loss of pay or leave for the time spent in attendance at such reviews/hearings. Obtaining relevant witnesses who are not employees of the Activity will be the responsibility and at the expense of the party calling such witness.

Section 13. The Employer and the Union agree that in the case of a Grievance involving two or more employees who have identical Grievances, a single employee's Grievance shall be submitted by the Union for processing and all decisions for that single Grievance will be binding on the other Grievants.

Section 14. At any formal step of this procedure, the Employer shall, upon request, produce payroll and other pertinent records for the purpose of substantiating the contentions or claims of the parties insofar as permissible without violating Government regulations (e.g., Privacy and Freedom of Information Acts).

Section 15. If an employee who has filed a Grievance resigns, dies, or is separated for any reasons other than a related removal before decision is reached on a Grievance being processed, and no question of pay is involved, action will be stopped and all parties will be notified that, because of the separation, the case is being closed without decision. A copy of this notification will be made a part of the case record.

ARTICLE 22

ARBITRATION

Section 1. If the Employer and Union fail to settle any Grievance processed under the negotiated grievance procedure, such Grievance shall, upon written notice by either party be submitted to arbitration within 30 calendar days from date of the final decision rendered in the Negotiated Grievance Procedure. It is agreed that the interpretation of policies and regulations (other than those issued by DDRE) rendered by the Agency proponent as a result of a Grievance will not be subject to arbitration. Arbitration may only be invoked by either the Union or the Employer.

Section 2. Written request for arbitration must be served within 30 calendar days following the conclusion of the last step of the grievance procedure. Within seven (7) calendar days from the date of the request for arbitration, the parties will jointly request the Federal Mediation and Conciliation Service provide a list of five (5) impartial persons qualified to act as arbitrators. Within seven (7) calendar days after receipt of the list, the Employer and the Union shall meet to select an arbitrator from the list. If they cannot mutually agree upon one (1) of the listed arbitrators, then the Employer and the Union will each delete one (1) arbitrator's name from the list of five (5) and repeat this procedure until one (1) name remains on the list. The remaining person shall be the duly selected arbitrator. The party requesting arbitration shall have the first opportunity to delete a name.

Section 3. The arbitrator's fee and the expenses of the arbitration, if any, will be borne equally by the Employer and the Union. The arbitrator shall bill each party for only their portion of the expenses incurred. The arbitration hearing will be held at DDRE. Hearings will be held during the regular day shift hours of the basic workweek, unless the arbitrator so directs or otherwise requires. All employees who are required to participate in the hearing while in a duty status shall not be charged leave; however, no overtime or compensatory time shall be authorized under this section for participants called on behalf of the Union.

Section 4. The arbitrator will be requested to render a decision as quickly as possible. The arbitrator shall not change, modify, alter, delete or add to the provisions of this

Agreement, as such rights remain with the contracting parties, and any award will be limited to the issue or issues presented for arbitration. The arbitrator's award shall be binding on the parties.

Section 5. Either party may file exceptions to the arbitrator's award with the Federal Labor Relations Authority, under regulations, provisions of law, or regulation of appropriate authorities outside the Defense Logistics Agency.

Section 6. Any dispute of the application of an arbitrator's award shall be returned by the parties to the arbitrator for settlement.

Section 7. Time limitations set forth in this Article may be extended by mutual agreement of the Employer and the Union.

ARTICLE 23

UNFAIR LABOR PRACTICES

Section 1. Both the Union and Employer prior to filing an Unfair Labor Practice charge with the Federal Labor Relations Authority, except for an alleged violation of 5 USC 7116(b)(7), will notify the other party against whom the charge is directed of the specific complaint and meet within seven (7) calendar days in an attempt to informally resolve the matter.

ARTICLE 24

BARGAINING REQUIREMENTS AND PROCEDURES

Section 1. It is recognized that this Agreement is a "living" document which may be subject to amendment or supplementation upon the mutual consent of both the Union and the Employer. The fact that certain understandings have been reduced to writing herein does not preclude the Union and the Employer from meeting or conferring either on matters not covered by this agreement or on specific issues already covered by this Agreement but which no longer meet the needs of both parties.

Section 2. The Employer and the Union recognize their mutual obligation to engage in collective bargaining.

Section 3. Bargaining by the Employer and the Union may result in either changes or additions to this agreement. Both parties agree that all bargaining shall be approached in good faith. Therefore, the existence of "past practices" (i.e., the way things have been done or have not been done in the past) will not be considered a compelling argument to resolve differences during the life of this agreement, nor will past practices apply during the bargaining described in this article.

Section 4. Procedures for bargaining are as follows:

a. The Employer agrees to notify and provide implementation plans to the Union, in writing, thirty (30) calendar days in advance of implementation of those proposed changes as identified below.

b. The Union will notify the Employer, in writing, of its intent to bargain within seven (7) work days following receipt of notification of change. Failure of the Union to request bargaining will allow the Employer to implement the change without further negotiation.

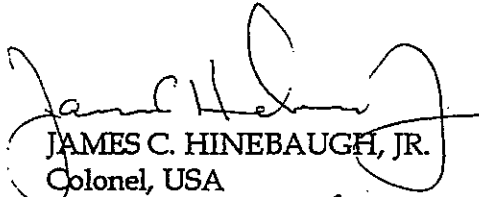
c. Negotiations shall begin at the earliest date acceptable to both parties.

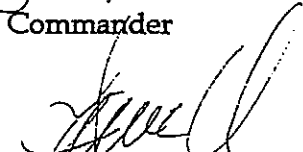
Section 5. The negotiation committee will consist of not more than three (3) people for each side. Official time for Union officials in the bargaining unit shall be granted for negotiations only during the time they would normally be in a duty status.


Section 6. Impasse Procedures. In the event Impasse is declared during negotiations, the declaring party must initiate a request for the services of the Federal Mediation and Conciliation Service (FMCS) within five (5) work days following declaration. A copy of the request must be provided to the other party. The present Agreement will remain in effect pending resolution of the Impasse by the FMCS or Federal Service Impasse Panel (FSIP), except in the case of impact and implementation negotiations where it is understood that the Employer may implement its last best offer pending resolution.


This Agreement is executed and binding upon the parties as of 6 February 1995.

FOR THE DEFENSE DISTRIBUTION
REGION EAST:

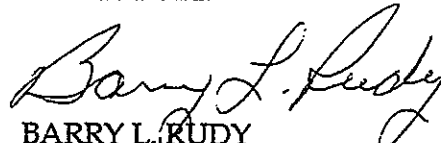

JAMES C. HINEBAUGH, JR.
Colonel, USA
Commander



J. O. RIMEL, SR
Director, Public Safety

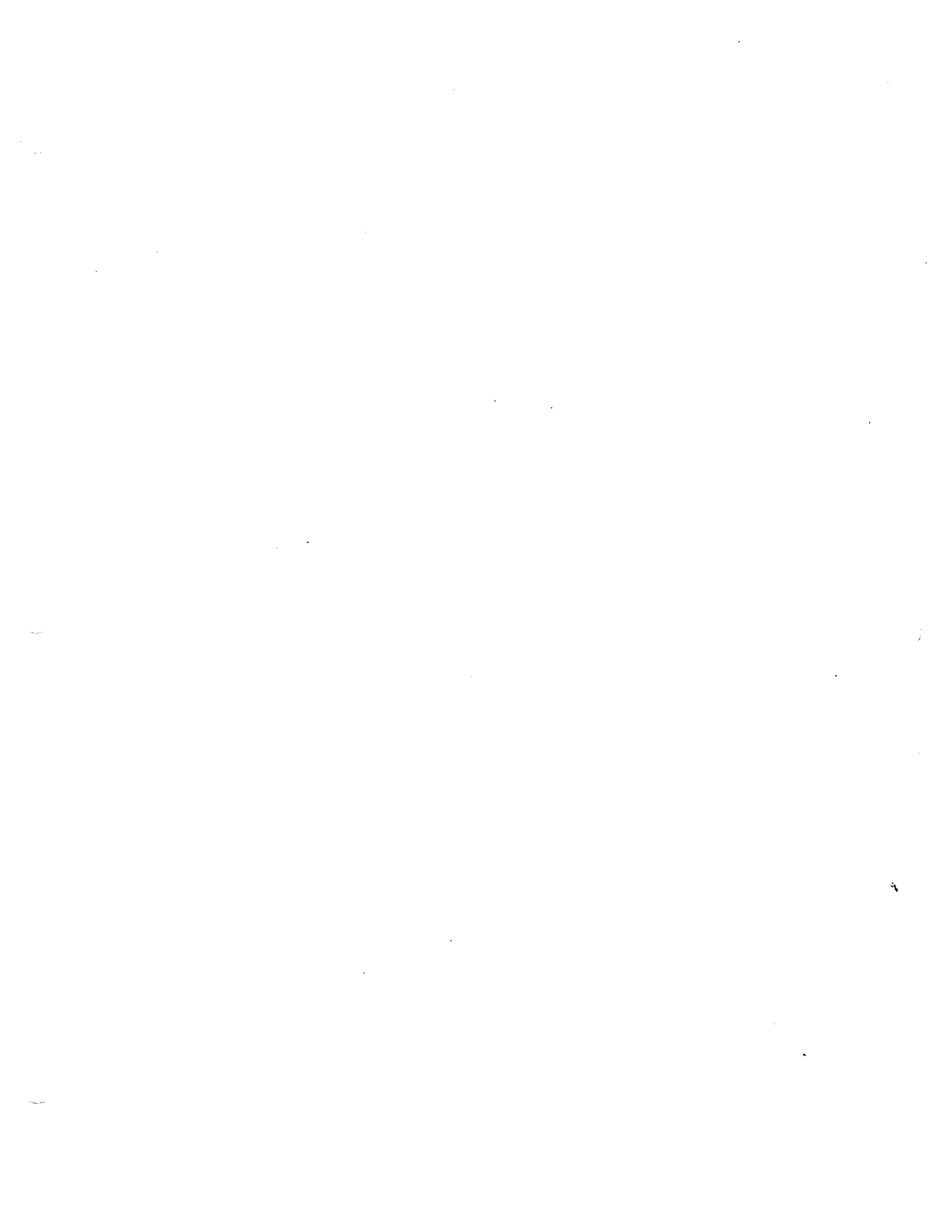

JAMES R. DERSTINE
DDRE Fire Chief


ANGELA S. BAILEY
Labor Relations Specialist

FOR THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS,
LOCAL F-221:


BARRY L. RUDY
President, IAFF Local F-221


JAMES I. BENSON
Vice President, IAFF Local F-221



IAFF

&

DDSP

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**AGREEMENT BETWEEN IAFF LOCAL F-221 AND MANAGEMENT PERTAINING TO DDRE
FIREFIGHTER UNIFORM AND GROOMING STANDARDS APRIL 26, 1997**

Note: This agreement in no way amends any portion of Article 19 of the existing Labor Management agreement. It is simply intended to clarify and provide guidelines for Article 19, Section 3.

A. The Employer and the Union agree that all GS-081 personnel will be required to maintain and wear a uniform which will provide ready identification to the nature of fire protection and prevention work.

B. The GS-081 employees uniform as described herein will be worn in four (4) modes: The Dress uniform mode, the Standard uniform mode, the Work uniform mode and the Physical Training (PT) uniform mode.

1. **DRESS UNIFORM MODE:** This uniform shall consist of jacket, trousers, dress shirt, dress cap, tie, belt, shoes or boots, socks and accessories as described below. This uniform shall be worn while doing official fire department business or functions (funerals, parades, ceremonies, etc.)

2. **STANDARD UNIFORM MODE:** This uniform shall consist of jacket, wind breaker or sweater, trousers, dress uniform shirt (Open collar), shoes, boots or sneakers, socks and accessories as described below. This uniform shall be worn while doing official fire department business or functions that brings employees in direct contact with installation or public officials or with the general public, i.e. building inspections, public relations, pre-fire planning, meetings, special details, etc.

3. **WORK UNIFORM MODE:** This uniform shall consist of jacket, wind breaker, sweater or sweat shirt, trousers, golf shirt, T-shirt, job sweat or Ruben shirt, coveralls, shoes, boots or sneakers, socks and accessories as described below. This uniform shall be worn for roll call, while doing work assignment details, training exercises, classes, valve house inspections, hose testing, emergency responses, etc.

4. **PHYSICAL TRAINING UNIFORM:** This uniform shall consist of the physical training uniform issued to employees and is to be worn during physical training. It may also be worn on weekends, holidays and during stand by time as casual wear. A complete physical training uniform must remain in station and serviceable at all times.

C. Uniform Descriptions:

1. Jacket - The jacket may be navy blue, uniform in appearance throughout the department, waist or hip length, zipper front, water repellent, snag resistant material, nylon, dacron or combination thereof, resistive to sparks and static electricity, removable pile collar and liner, with a badge tab attached. The employer agrees to provide and/or replace as needed the jacket to all GS-081 employees.

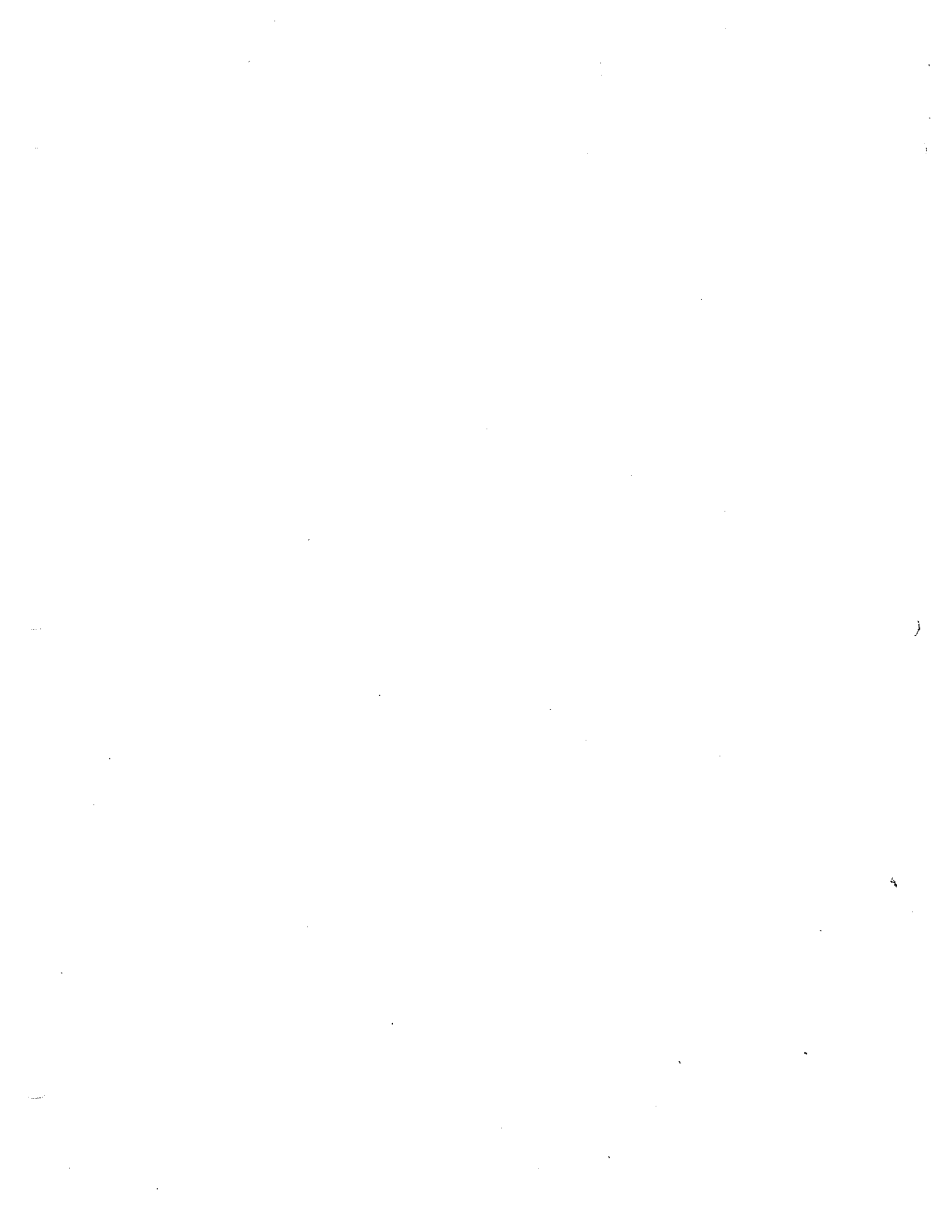
2. Wind breaker - The wind breaker will be navy blue, with either plain or IAFF logo. Federal Fire Department in white letters is permitted across the back.

3. Sweater - The sweater will be navy blue, with either plain or IAFF logo. Federal Fire Department in white letters is permitted on the back. Commando style is permitted.

4. Sweat shirt - The sweat shirt will be navy blue, either standard or hooded, with either plain or IAFF logo. Federal Fire Department in white letters is permitted across the back.



5. Job Sweat or Ruben shirt. This shirt may be denim or navy blue, with plain or IAFF logo. Federal Fire Department in white letters is permitted across the back.
6. Dress Shirt - The dress shirt will be a uniform type with two (2) flap pockets, badge tab, banded collar and collar stays. The color will be light blue for all bargaining unit employees.
7. Uniform shirt is exactly the same as #6 with an open collar. The shirt sleeve length is option for both dress and uniform shirts.
8. Golf shirt - The golf shirt shall be light or navy blue with plain or IAFF logo.
9. T-Shirt - The T-shirt will be navy blue, crew neck or V-Neck with plain or IAFF logo. Federal Fire Department in white letters is permitted across the back.
10. Trousers - The trousers will be navy blue, conventional type, slack style, without cuffs. Navy blue BDU's are authorized in the standard and work modes.
11. Dress Cap - The dress cap will be navy blue, round firefighters type with suitable sweat band, black visor, and eyelet hole in the front for attaching the cap badge. The riser band may be either solid or ventilated, as appropriate, but will be uniform throughout the department. Cap straps will be black leather without insignia for all firefighters and inspectors. Captains will be silver face without insignia. The employer agrees to provide and/or replace, as needed, the dress cap to all GS-081 employees.
12. Work cap - The work cap is optional, but if worn will be navy blue, baseball type with either a solid or ventilated top as appropriate, but will be uniform throughout the department. Identification on the front may either be plain or IAFF.
13. Tie - The tie will be plain black. The tie may be either standard or clip on.
14. Socks - Exposed socks will be black. Unexposed socks may be either black or white of conventional style, appropriate for individual wear.
15. Shoes/Sneakers - Shoes/Sneakers will be black plain toe, conventional style with standard heels, with a puncture resistant device and an impact and compression resistant toe cap permanently attached. The employer agrees to provide one pair of shoes/sneakers to all GS-081 employees. Shoes/sneakers to be replaced by employer when worn out.
16. Boots - The boots will comply and meet the standards of NFPA 1974 and 1500. The standards establish minimum design and performance criteria for protective footwear designed to mitigate adverse environmental effects to the feet and ankles during routine and emergency operations. The following criteria for boots will be met:
 - a. Boots will be black in color
 - b. Boots will not be less than eight (8) inches in height.
 - c. Boots will consist of a sole with heel, upper with lining, insole, with a puncture, resistant toe cap permanently attached.
 - d. Metal parts shall not penetrate from the outside into the lining or insole at any point. No metal parts, including but not limited to nails screws, shall be present or utilized in the construction or attachment of the sole (with heel) to the puncture resistant device, insole or upper. The employer agrees to provide one pair of boots to all GS-081 employees. Boots to be replaced by employer when worn out or damaged.



17. Accessories - Accessories for the Fire Dept uniform shall consist of one (1) Hat badge, one (1) breast badge, two (2) name tags and ten (10) shoulder patches. The employer agrees to provide these accessories to all GS-081 employees. The employer further agrees to allow Union Members to wear one IAFF pin and one length of service pin.

18. Coveralls - The employer agrees to provide one set of coveralls to all GS-081 employees.

19. Rain gear - The employer agrees to provide several sets of rain gear for joint use of all GS-081 employees.

D. The employer agrees that there will be no change in these requirements without prior consultation/negotiation with the Union.

E. All merit award emblems, safety awards, length of service awards or any other type of emblem attached to the uniform or jackets, not already covered in this section, will be approved by the employer and the union prior to display.

F. The employer agrees that bargaining unit employees shall not be required to wear the GS-081 uniform to or from work.

G. The employer may conduct semiannually, an inspection of the dress mode uniform with oncoming shift personnel. Employees shall be given fifteen (15) minutes before and after inspection to change in and out of respective uniforms. The inspection will be announced in the monthly training schedule.

H. Fire department Supervisors reserve the right to make reasonable adjustments to the uniform to allow for the safety and comfort of all employees during periods of inclement weather and emergencies.

I. APPEARANCE AND GROOMING STANDARDS:

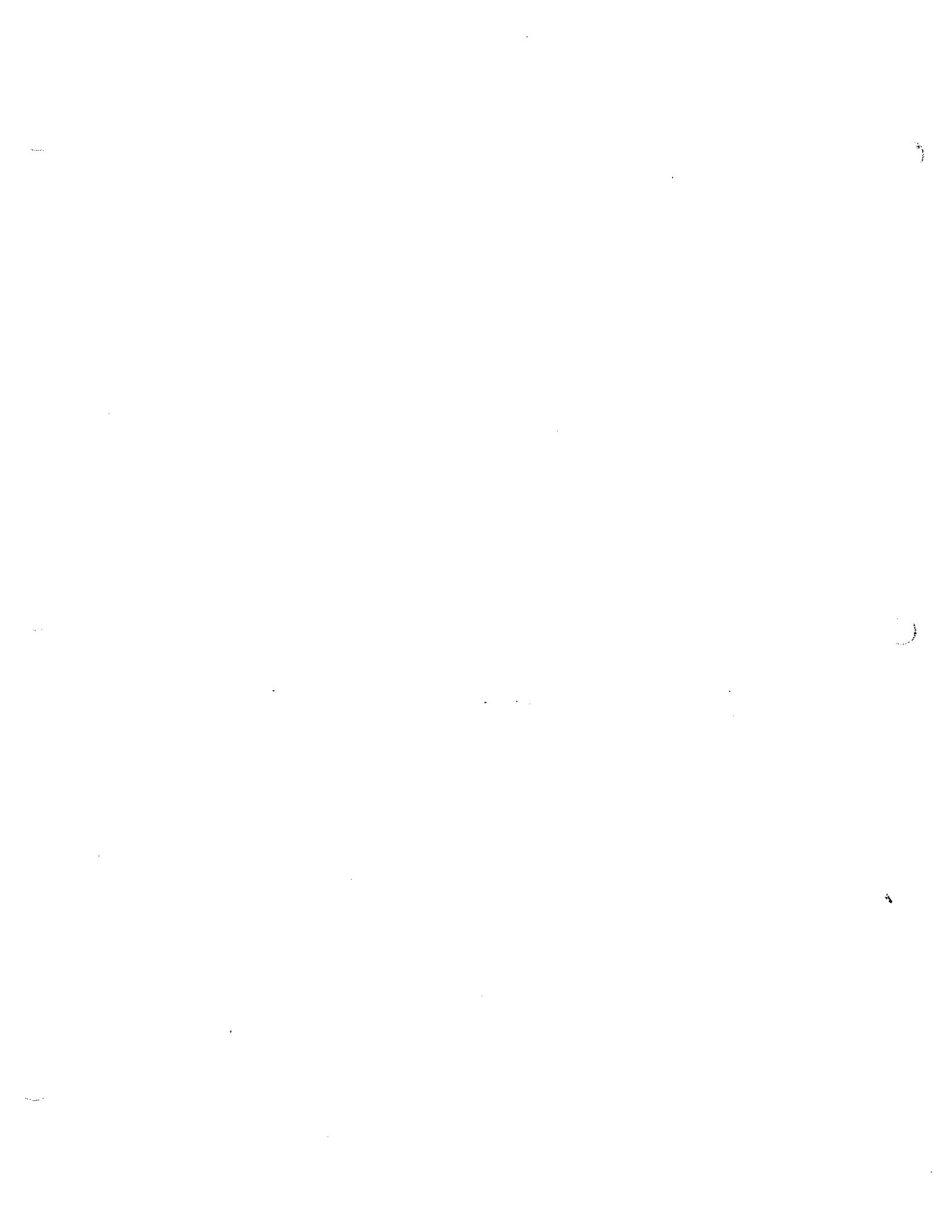
1. **APPEARANCE** - At all times when wearing the uniform, GS-081 personnel will present a neat appearance, clothes cleaned, pressed and in a acceptable state of repair.

2. **GROOMING** - In the interest of personal safety for all Fire Department Personnel during emergency operations, the following standards shall apply:

a. **Hair Style** - Hair shall be neatly trimmed to a degree that it does not create a safety hazard.


b. **Facial Hair** - Facial Hair will be in compliance with NFPA 1500 5-3.9 which states: A growth of beard or facial hair at any point where the SCBA facepiece is designed to seal with the face, regardless of the specific fit test measurement that can be obtained, or hair that could interfere with the facepiece valve functions shall be prohibited for members required to use the SCBA.


c. The wearing of flame proof wigs by Fire Dept. Personnel when on duty is permitted to cover baldness or physical disfigurement, but must conform to the hair standards outlined above.




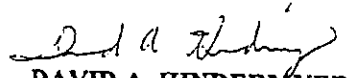
d. Common sense should prevail in all cases, however in the event of a particular instance/problem, the Fire Chief, after investigation, observation and consultation with the Union shall make the final determination concerning alterations to the Appearance and Grooming Standards.

AGREED TO THIS DATE: 5/7/97


J. G. RIMEL SR.
DIRECTOR
PUBLIC SAFETY


JAMES R. DERSTINE
FIRE CHIEF
DDRE


MICHAEL E. JAMES
PRESIDENT
IAFF LOCAL F-221

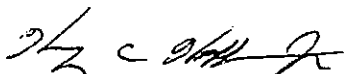

DAVID A. HINDERMYER
VICE PRESIDENT
IAFF LOCAL F-221



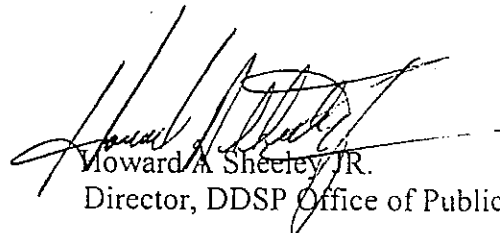
Subject: Impact and Implementation Bargaining on DoD 6055.6M and DoDI6055.6

1. The undersigned parties mutually agree to the following:
 - a. The DoD Fire and Emergency Services Certification Program is in the best interest of DLA Fire and Emergency Services and DDSP Fire Department (DDSP-LF).
 - b. All DDSP Fire Department personnel are fully qualified for the present position they hold at the time of this implementation.
 - c. All positions filled after implementation of this memorandum of Understanding must meet DoD 6055.6M, however, certification requirements will not effect employees until all necessary certification training classes have been made available on two occasions.
 - d. It is agreed between parties that every effort will be made to provide funding and training to acquire the required certifications. Employees will make every effort to make themselves available within reason to attend training provided by management to the next target level.
 - e. Normally, in as much as practical, training classes and time periods for the next target level will be mutually agreed upon between Management & the Union before the training is scheduled.
 - f. Management will pay the cost for certification in each specific Course offered only once per individual. At the discretion of management, exceptions can be made due to circumstances beyond the employees control (i.e. temporary crippling injury, long term illness, etc.), and to which can not be resolved by the employee by any other means.
 - g. Priority of selection for class slots will be:
 1. Those employees currently occupying a position in which the subject class is a requirement.
 2. Those employees who need the subject class for advancement to the next target level.
 3. Those employees who have all the classes required for the next target level and wish to pursue their qualifications further and/or are eligible for promotion to a higher level due to previously held GS Grades.
 4. Government training funds will not be expended on any course to which an employee already possesses DoD Certification to that specific level.
 - h. This memorandum only addresses the training requirements, courses, and concerns required by DOD 6055.6M and DODI 6055.6, and will not be construed as effecting, or applying to, any other type training, official or self development, formal or not.

This Memorandum of Understanding becomes effective upon signature by the undersigned.



Henry C. Hoffman JR
Vice President, IAFF Local F-221



Howard A. Sheeley JR.
Director, DDSP Office of Public Safety

