

Negotiated Agreement

between

National Institutes of Health

and

Local F-271

International Association of Firefighters

The effective date of this agreement is June 21, 2024

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PREAMBLE

THIS AGREEMENT is made by and between the National Institutes of Health (NIH), Department of Health and Human Services (DHHS), hereinafter called the "Agency", and the International Association of Fire Fighters (IAFF), Local F-271, hereinafter referred to as the "Union", and collectively referred to as the "Parties". WITNESSETH It is the intent and purpose of both Parties to this Agreement to promote and improve the efficient administration of the National Institutes of Health and the major role it plays in the advancement of biomedical research and the nation's health, and the well-being of employees. SUPPORT OF COMMON GOALS The Parties agree to support, affirmatively and positively, the following major goals common to the Agency and the Union; provision for participation by employees in formulation and implementation of personnel policies and practices affecting the conditions of employment; safeguarding of employee health and safety; developing and using employee skills; promoting work attendance; improving the utilization of time and materials; promoting the principles of equal employment opportunity; and improving the labor-management relationship in dealings between employees, the Union and the Agency, in the conduct of public service as specified in this collective bargaining agreement. The Parties goals and objectives are to further the Agency mission, to foster a more productive and cost-effective service to NIH customers, and enhance the living/working conditions and morale of bargaining unit employees. NOW THEREFORE, the Parties hereto agree within the intent, spirit and meaning of P.L. -454, the Civil Service Reform Act of 1978, hereinafter referred to as the "ACT" or the "Statute."

ARTICLE 1

Recognition and Coverage of the Agreement

Section 1: The Agency hereby recognizes that Local F-271, International Association of Fire Fighters, is the exclusive representative of all employees in the bargaining unit which is defined as all non-supervisory GS-0081, Series employees in the Security and Emergency Response Section, Division of Fire Rescue Service, (DFRS), NIH. All Articles, Sections and provisions covered by this agreement are applicable to each member of the Bargaining Unit. Local F-271 recognizes its total responsibility for representing the interests of all such employees, without discrimination or regard to employee organization membership or status.

ARTICLE 2

Provisions of Law and Regulation

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

ARTICLE 3

Matters Subject to Consultation and Negotiation

Section 1:

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

Section 2:

1. The point of contact for the purpose of consulting/bargaining, and/or negotiating on any issue regarding the administration or application of this AGREEMENT or changes to conditions of employment, policies and practices related to NIH DFRS shall be the Union President or the Union's designated representative and the NIH DFRS Fire Chief or their designated representative. If neither of these officials is available; the PARTIES will ensure that a duly authorized representative will be present, and have full authority to perform such negotiating functions.

Section 3:

1. For the purpose of this AGREEMENT, consultation is defined as any dialogue, either written or oral, between the PARTIES and unlike negotiations does not require a mutually acceptable compromise between the PARTIES. The Employer agrees to consult, upon request of the Union, on matters that are excluded from negotiation by Article 4 of this AGREEMENT. When consultation occurs, the Employer agrees to give proper consideration to the views that were presented by the Union when finalizing its position.

Section 4:

1. For the purpose of this AGREEMENT, negotiation is defined by statute.

Section 5:

1. The Agency agrees that prior to making changes on personnel policies and practices or matters affecting general working conditions of employment in the unit, the Agency will provide the Union with a written notice of the proposed change and provide for discussion between the Parties. The Union will have 10 business days (defined as Monday-Friday, excluding Federal Holidays and days the federal government is Closed) from the notice, to respond in writing if it wishes to negotiate. The union will submit its initial written proposals to Management or their designee within 10 business days of the date of notification of the Union's intent to negotiate. If the Union does not respond within 10 business days of the notice, the union has waived the opportunity to bargain the change and management may implement the change. However, time limits may be extended by mutual AGREEMENT provided that a request for extension is presented prior to the end of the prescribed time limits. The Agency agrees to give full consideration to views expressed by the Union during these negotiations. An exception to these factors may be emergency situations that are beyond the control of the Agency or when the Agency believes that existing policies are adversely affecting the essential, emergency response mission of the DFRS, the NIH, and/or the health and safety of DFRS employees. In such cases, the Parties shall meet as soon as possible/practical.

Section 6:

1. Upon request and to the extent not prohibited by law, the Employer will furnish the Union data that is reasonably available and necessary for full and proper discussion,

understanding, and negotiation of the subject within the scope of bargaining. The data will normally be provided within 10 business days of the date it was requested. Additional time may be agreed to as necessary.

2. Within 10 business days after receipt of the request for information, the Employer will either:
 - a. provide the information requested;
 - b. inform the Union in writing that the information will not be provided for reasons the Employer will specify;
 - c. ask the Union to clarify all or a specified portion of the request for information; or
 - d. if the information cannot be provided within 10 business days, the Employer will inform the Union of a date by which the information will be provided and the reason(s) the information could not be provided within 10 business days.

3. The Union may request that the normal timelines for Grievance meetings or Impact and Implementation meetings be held in abeyance until such time as the Employer provided information in response to a 5 U.S.C. 7114(b)(4) request related to that Grievance or Impact and Implementation meeting. The timeline for scheduling the Grievance or Impact and Implementation meeting will be extended by the same number of calendar days as the Employer used to respond to the 5 U.S.C. 7114(b)(4) request.

Section 7:

1. Nothing in this AGREEMENT will preclude the PARTIES from meeting and discussing those issues) concerning this AGREEMENT and other issue(s) of mutual concern that affect the overall operation of the Fire Department affecting BUE's.

ARTICLE 4

Management's Rights

Section 1: The Agency retains the authority:

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

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

ARTICLE 5

Employee Rights

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

Section 2: Except as otherwise provided by Title V, USC, Chapter 71, such rights shall include the rights to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agency and officials of the executive branch of the Government, the Congress, or other appropriate authorities. Included in these rights is the right to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this Agreement.

ARTICLE 6

Union Rights, Representation, and Official Time

Section 1:

1. The Union is entitled to act for and negotiate collective bargaining agreements covering all Employees in the unit. The Union agrees to accept all eligible BUE's as members without discrimination as defined by EEOC.

Section 2:

1. The parties agree that the Collective Bargaining Agreement will be posted on the NIH website. All employees will have access to the online website. Should either party decide to print the CBA, they will bear the cost of printing. Should the Agency print CBA booklets it will print a number not to exceed the bargaining unit at the time of printing for the Union.

Section 3:

1. The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the Employer and one or more Employees of the unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment. During any examination of an Employee of the unit by a representative or the Employer in connection with an investigation if the Employee reasonably believes that the examination may result in a disciplinary action against the Employee, and the Employee requests representation.

Section 4:

1. The Employer agrees to provide space on a designated bulletin board in the fire stations to the Union for the posting or circulation of Union information/material. The Union agrees to be responsible for the information/material it posted on its bulletin boards. The Union also agrees that the maintenance and posting of information/material will be accomplished without interference to the work of the Employee(s).

Section 5:

Official Time

1. The Union will be allowed an annual bank of 1,000 hours. These hours are all inclusive for all matters related to Official time activities. The bank of hours will be administered by DFRS Management, the Employee Labor Relations Branch (ELRB), and the Union President collectively. All requests shall be submitted to a supervisor for approval, and normally be made two (2) workdays in advance of the usage of the time requested. The Agency will normally respond to all requests within twenty-four (24) hours and will normally approve requests made. The Agency may turn down requests when the staffing of the work group is so severely impacted by the anticipated use of official time, that the Agency is unable to meet the needs of its customers or carry out its mission and is of such importance that rescheduling of the time usage is preferred.
2. The Union President may request Official time for their, and/or other Union representatives for labor relations matter and representational duties. Requests for such time shall be submitted using the official time form by the Union President/Representative, and shall be approved by DFRS Management, and the ELRB.

Section 6:

Use of Official Time

1. The use of official time shall:
 - a. Be limited to employee and labor relation's matters directly pertaining to official representational duties (i.e. BUE Representation, Union Training, and/or Other Union Duties subject to approval).
 - b. Not be used for the conduct of internal Union affairs or other activities excluded by statutory prohibitions or applicable decisions by judicial or quasi-judicial entities; and,
 - c. Not be used for unwarranted absences.
2. The Union shall submit to ELRB, on a monthly basis, all requests for Official Time forms for all Union members and Stewards. These are due on the last day of each month.

Section 7:

Principal Point of Contact

1. The Director, DFRS, and/or the ELRB, or their designee, are the designated representatives of the Agency and, as such, are the principal points of contact with the Union in conducting labor relations activities. Contact with these aforementioned individuals will be through the Union President, Vice President, or their designee.

Section 8:

1. The Employer agrees to have Union representation on any standing Employer committees involving the mutual interests of BUE's and the Employer and attendance is permitted by statute. At the election of the agency, the PARTIES may formulate NIH DFRS SOG's through a SOG committee. If the committee is unable to reach a consensus

on the new or revised SOG, the Union may request to begin bargaining in accordance with Article 3 of this agreement.

Section 9:

Agency Recognition of Union officials

The Agency agrees to recognize the Union's President, Vice President, Secretary, Treasurer, and Shop Stewards, duly authorized by the Union, subject to the conditions stated herein. Annually, the Union agrees to provide the Agency with a list of members they want recognized and will keep the list updated as necessary.

Section 10:

Union Representation during Working Hours

1. Representatives as identified in Section 6 shall request the use of official time to conduct official representational duties during work hours. The approval for use of official time shall be by a supervisor. Stewards, in the course of their representative duties, shall not have unwarranted absences from their daily assignments. Stewards, when leaving their daily assignments, shall first obtain permission from the shift commander. The Union Official will obtain permission from the supervisor of any employee being contacted. Such permission will not unreasonably be withheld. They will report to the shift commander upon returning to their daily assignment. Union Representatives will not be compensated for hours past their normal tour of duty unless requested or required by Management or a third-party adjudicator to be present.

Section 11:

Regulatory Training for Union Officials

1. The Agency agrees to release, on official time, for training of Union officials that have statutory responsibilities for filing reports that are required by the Federal Government.

Section 12:

Reporting Official Time

1. The Union agrees to report the Official time used for representational purposes on an approved HHS Form A Official Time form.

ARTICLE 7

Annual Leave

Section 1:

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

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

Section 2:

Approval of annual leave is the responsibility of the Agency consistent with the accomplishment of the mission of the NIH.

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

Section 4:

When a request for annual leave has been denied, the employee will be promptly notified of the reason for the denial on the leave request form.

Section 5:

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

- a. a condition which came to the employee's attention after they left work;

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

Section 6:

At the time of the emergency request for leave, the Agency may require the employee to state the reason for the request. The reason must be in sufficient detail to permit the supervisor to make an informed decision regarding approval of the leave. Should an employee call in sick, and they have requested to use annual leave or comp time more than four-times in the calendar year, then the employee agrees to provide a medical notation for each day of annual/comp time used after the third occurrence in the calendar year of annual/comp time leave being substituted for sick leave. It is understood that this leave is subject to management approval. Should an employee need to request emergency leave for a reason not related to the employee; then the employee agrees to accept trade hours if the employee that works in their stead requests the trade. If there is a request for a trade by the employee forced to work, that jammed employee will give six days to the calling-out employee to trade within the next three months. The calling off employee must accept one of these offered days, or the jammed employee gets selection choice. Management reserves the right to request documentation for other instances of emergency leave depending on the employee's past leave usage.

Section 7:

Due to the nature of DFRS shift work, management may approve additional annual leave slots, in accordance with DFRS policy.

Section 8:

Leave will be approved or denied, and the employee will be notified within 96 hours. Should this

not occur; this time lapse will be considered an automatic filing of an individual grievance to be scheduled, heard, and decided within one calendar week of the end of the 96 hour period.

ARTICLE 8

Sick Leave

Section 1:

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

Section 2:

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

Section 3:

1. Emergency leave means any request for sick leave that is made on the same day as a shift, or if not scheduled in advance of one's shift.
2. Normally, in order to request emergency sick leave, an employee must notify the Shift Commander within 60 minutes prior to the scheduled shift.

Section 4:

1. A doctor's certificate may be required for absences in excess of 72 consecutive work hours. If the supervisor can identify a pattern of suspicious leave use or incident of sick leave abuse, the supervisor may require the employee to furnish a medical certificate to support any requested absences.
2. It is the responsibility of the employee to furnish a medical certificate, if requested.

Section 5:

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

Section 6:

1. When an employee is requesting sick leave for more than one day, s/he should make arrangements with the leave approving official concerning reporting procedures. For illness of more than one day, employees are required to call each day, unless extended sick leave has been approved.
2. However, if the circumstances of the emergency preclude a bargaining unit employee from personally calling the Shift Commander, a family member or other responsible adult may call instead and must provide the leave approving official sufficient information regarding the employee's illness and circumstance for the leave approving official to decide the request. This procedure is important to the daily scheduling of work.

Section 7:

1. Employees will obtain prior approval for absence for the purpose of medical, dental, and optical examination or treatment, except where an emergency would preclude prior notice and approval. Since firefighters are off-duty two, or three days at a time, every effort will be made to schedule routine appointments in a manner which minimizes any impact to staffing in the DFRS.

Section 8:

1. An employee requesting sick leave on the same day in which he/she is in another approved leave status (travel, training, administrative/annual leave), will be charged sick leave for the entire shift, unless authorized by management.

ARTICLE 9

Leave without Pay

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

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

ARTICLE 10

Miscellaneous Leave and Excused Absence

Section 1:

Court Leave

1. Court Leave will be granted to an employee who is required by subpoena or directed by higher authority to appear as a witness or juror for the Federal or state government, or District of Columbia, or local municipality in accordance with applicable regulations. The court may be a Federal, State, District of Columbia, county, municipal, or military court. When the employee is called as a witness, they shall notify their supervisor promptly so that proper arrangements may be made for the absence from the duty. A subpoena or other appropriate documentation will be provided as soon as it is available to the employee, but no later than 72 hours prior to the requested leave. Fees received for non-duty time spent in court remain the property of the employee. If an employee is called to serve as a witness for the U.S., state or local government in their official capacity, the employee is performing official duty and is not on court leave. Court leave is granted only for absence during hours the employee would otherwise be in duo/ status.
2. Employees called for jury duty or jury qualifications will be granted court leave in accordance with regulations. When called, the employee shall notify the leave approving official promptly and shall submit a true copy of the summons for jury service. Upon completion of the service, the employee shall present to the leave approving official satisfactory evidence of time served on such duty. Fees can be retained by the employee for jury duty performed within certain jurisdictions, in accordance with applicable court leave regulations.

3. An employee released by the court in time to return to work for at least 2 hours of the regular work shift, will return to work or be charged appropriate leave, or absence without leave, for the absence. Management may apply local travel justification to determine whether an employee has to return to work after being released from court. However, duty time, added to court time will not exceed the normal amount of hours the employee is expected to work. An employee selected to serve on a jury and dismissed for the day by the court, and who will be required to return to court the following day, will not be required to return to work that afternoon/evening. The BUE will request a proof of attendance notification from the court to be provided to their supervisor..

Section 2:

Voting and Registration

1. Excused absence will be given to employees to vote in national, state, and local municipal elections or referendums. In the event an employee is scheduled to be on duty, and plans to vote they will give management 72hr notification of the decision. 4 hours of admin leave will be granted, any additional leave required by the employee for voting will be granted but taken from the employees leave balance not to exceed 8 hours. In jurisdictions where registration in person is required, an excused absence to register will be granted on the same basis as voting, except that no time shall be granted if registration can be accomplished on a non-workday.
2. The employee has a responsibility to make arrangements with their leave approving official in advance for time off to vote or register.

Section 3:

Military Leave

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

regulations.

2. To the greatest extent possible, military drill weekend training, and annual military training (typically 2 to 3 weeks), shall not change another BUEs previously approved annual leave.
3. The impact on approved leave for staff, as the result of military deployment, will be considered on a case-by-case basis by the Director DFRS, in a way to minimize adverse impact on other staff.

Section 4:

Other Leave Types

1. All other leave category entitlements will be governed by the *NIH Leave Guide for Civilian Employees*. This includes leave allowed pursuant to 5 CFR 630 subpart H (Armed Forces Funeral Leave) and 5 USC 6328 (Funeral Leave for First Responders).
2. Honor Guard - Military Funeral A reasonable amount of time will be granted, as an excused absence, for participation as honor guards, pallbearers, or members of a ceremonial firing squad at military funerals or burials, provided that approval has been obtained in advance and that the granting of this leave will not cause undue hardship in the day-to-day operation of the Division.

ARTICLE 11

Tardiness

Section 1:

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

ARTICLE 12

Special Leave Procedures

Section 1:

1. Whenever an employee's attendance record is considered unsatisfactory, due to incidents of, for example:

- a. unauthorized absence;
- b. frequent requests for emergency annual leave or sick leave;
- c. request for sick leave on a federal holiday; or,
- d. requests for sick leave on days for which the employees was previously denied annual leave, or comp time;

the employee may be required by the Agency to follow prescribed "Special Leave Procedures" ("SLPs").

2. Such written "Special Leave Procedures" or SLPs will be described in a memorandum issued to the employee by a supervisor, and shall address all future requests for approved leave (annual or sick leave, etc.) for a set period of time, that will be followed. The employee subject to SLPs will be required to provide a note from a provider to certify the incapacitation for work.

3. SLPs shall be intended as warnings that the general pattern of leave is not satisfactory. If an employee has preapproved holiday or vacation leave, and is placed on special leave procedures, Management reserves the right to cancel the aforementioned approved leave.

Section 2:

1. A supervisor will meet with an employee at least once prior to placing the employee on an SLP. The employee may advise the Union that such discussion has taken place. The Union may discuss the notice with the supervisor, and/or the employee.

Section 3:

1. The Agency will review the attendance record of each employee on an SLP within 6 months from the date of the SLP. Upon review of the case, the employee will be notified, in writing, of the decision to either continue or cancel the SLP. If the Agency decides to continue the SLP for another period of 6 months, the employee will be advised in writing of the reason, and what the Agency reasonably expects of the employee to do to be removed from the SLP.

ARTICLE 13

Hours of Work

Section 1:

The duty schedule showing the current and following pay periods will be made available for review. It is understood that other tours of duty for BUE's may be established in accordance with applicable laws, rules and regulations and may require further bargaining between the PARTIES.

Section 2:

The Employer shall provide notification to the Employee at least one full pay period prior to changing the Employee's assigned work schedule. The PARTIES agree that any work schedule changes will be polled voluntarily. Should there be multiple volunteers or no volunteers, the PARTIES agree to follow a seniority list to determine who would change to the new work schedule based on the mission requirements.

If no qualified Employees volunteer for the transfer, then the Employee with the lowest seniority within the department will be involuntarily transferred:

- A. Employees who are involuntarily transferred must be qualified for the position.
- B. Employees who are involuntarily transferred will be given thirty (30) days' notice before the commencement of the transfer.
- C. Employees who are involuntarily transferred will have first priority to relocate back to their original work group(s) once the operational needs are accomplished.
- D. Absent exigent Circumstances, Management may not involuntarily transfer the Employee who is involuntarily transferred for at least two (2) years.

If a vacancy in a Work Group becomes available, an Employee seeking to transfer to such. Work Group must submit an email within 30 days of the opening of the vacancy to their supervisor and Union President requesting to occupy this vacancy. If more than one Employee submits a written letter requesting to transfer to such Work Group, subject to workload and operational needs as determined by the Employer, management will make the selection according to the requesting Employee's seniority as determined by the Entry on Duty date to NIH employment.

Section 3:

Daily Schedule will include an eight (8) hour "normal" duty day, inclusive of a lunch period, and 16 hours of standby time excepting for emergencies and duty calls.

Section 4:

Fire Suppression

The basic work schedule for fire suppression personnel consists of a set 144 hour per pay period work schedule. The 144 hour per pay period will be conducted on a 48/72 hour work schedule; with the understanding there will be one 48/48 hour tour of duty per pay period.

Section 5:

112 per pay period Hour BUE's

The normal basic work schedule for fire protection inspectors / training officers consists of six (6) nine (9) hour days plus one ten (10) hour day, and two (2) 24 hour shifts per pay period to maintain a 112 hours total per pay period. With prior approval by their first line supervisor, the Employee may change their assigned 24-hour shift in any given week. At the direction of the First Line Supervisor or On-duty Supervisor, 112-hour BUE's will augment suppression staffing as needed to alleviate overtime. All 112-hour BUE's will not normally plan or schedule meetings or

other activities on their 24-hour tour that would conflict or impede them from being used to augment staffing.

ARTICLE 14

Overtime

Section 1:

Overview

1. The PARTIES recognize that it is necessary to maintain daily staffing levels of trained and qualified personnel in an on-duty status at all times. To that end, it is agreed that in times when personnel levels fall below daily minimum staffing levels, the Employer shall assign overtime to BUE's in order to meet the required minimum staffing level. Every effort will be made to ensure BUE's will not have to cover for non-BUE assignments/positions as it relates to overtime. Off going/off duty BUE's may cover non-BUE positions on a voluntary basis, however it is recognized that situations may arise that will result in BUE's being held on mandatory overtime to meet mission requirements.

Section 2:

Supervisor Responsibilities

1. The assignment of overtime and the administration of the overtime assignment procedures, including all rosters and records, shall be the responsibility of the on-duty Supervisor. A Supervisor can delegate this task knowing they are ultimately responsible for it. In the absence of a Supervisor, a BUE shall perform these duties when they are acting as Shift Commander.

Section 3:

Delayed Ending of Tour

1. If the Employee is merely delayed from ending a tour of duty, because of responding to an emergency call, or because of the tardiness of personnel from the on-coming shift, the employee will be paid overtime only for the times they are delayed from leaving, up to 30 minutes. After 30 minutes, the employee will be paid two hours overtime.

Section 4:

Record Keeping

1. The Employer agrees that records of overtime may be reviewed by Union representatives, upon request, in accordance with the provisions of the Privacy Act (Public Law 93-579).
The Employer agrees to keep up-to-date records of each employee in every group.

Section 5:

Splitting Overtime Shifts

1. **Mandatory OT:** In the event that an employee is mandatorily held or required to work (JAMMED), an employee jammed on overtime may give the overtime to anyone of their choosing that is qualified for the position.
2. **Voluntary OT:** When an employee voluntarily takes overtime and desires to split or forfeit the shift, the employee who volunteered for the overtime must utilize the current overtime rotation list, starting from the top (number 1 person) working their way down in chronological order until someone qualified for the position agrees. If no one agrees to accept the offered overtime, the original volunteering employee is responsible for the overtime.

Section 6:

Overtime Rotation List

1. Management agrees to maintain a bargaining unit overtime rotation list. An employee who is on top of the list will remain there until they've worked an accumulative of 8 hours overtime. When an employee works an accumulative of 8 hours or more, they will go to the bottom of the list, and their 8 hour drop time resets. The overtime list will include all non-supervisory firefighters. BUE's will not be required to cover overtime shifts without appropriate compensation at the higher grade if the BUE is assigned to overtime as a result of a staff shortage due to an Agency official calling out. The overtime rotation list shall be visible to all BUE's via electronic means.
2. The employees shall provide a primary, and alternate contact number, for use by the shift commander for assigning overtime. The shift commander shall utilize electronic means utilized in paragraph 1 above to offer overtime. In the event that more than one employee volunteers for the overtime, the person higher on the overtime rotation list will be assigned to work that slot.

Section 7:

Unscheduled Overtime

1. if an overtime slot for the following calendar day becomes available the following shall take place:
2. a supervisor will determine if an overtime assignment is needed for the following shift as soon as possible. When a supervisor determines an overtime assignment is required, the on-duty Employees getting off at 0700 will be offered the overtime. If the overtime is not filled voluntarily, the person highest on the overtime rotation list will be assigned the

overtime of the BUEs on the off-going shift.

3. It is acknowledged by the Union that early relief is a courtesy provided by the Agency. Each BUE is responsible for knowing their placement on the Overtime Rotation List until 0700. In the event that a BUE has obtained early relief and cannot return to work before 0700, the BUE will be in over-time status immediately upon notification if after 0700..
4. When utilizing the OT rotation list, if a BUE accepts or is assigned overtime that BUE would not be considered for additional mandatory overtime until they've worked or given up the accepted/assigned overtime. Should the employee not work the accepted/assigned OT shift that BUE would return to their original place in the overtime list.

Section 8:

Scheduled Overtime

1. The Employer shall make every effort to fill scheduled overtime at least 72 hours in advance, utilizing electronic means. Employees' may volunteer to work available OT shifts prior to 72hrs in the amount of 12(day/night) or 24 hours for any shift via electronic means and a Supervisor or their designee will assign or deny via electronic means used for scheduling. Note: priority will be given to any individual who volunteers for the 24-hr shift. Employees may cancel their voluntary overtime prior to 0700 of the day the shift is being assigned. If the employee cannot fulfill the shift they volunteered for within 72hrs or less of that shift, it is the responsibility of the employee to find coverage or work the volunteered for shift.

2. Shift Commander or their designee will make reasonable efforts to assign overtime needs for shifts 72hrs prior to 10:00am via electronic means. If there are no volunteers, the jammed employee will receive a notice they are assigned the shift via electronic means and receive a confirmation phone call on their provided contact number(s).

3. In the event multiple employees volunteer for a shift, the Shift Commander or designee will assign that shift in order of the OT rotation list, based only on individuals that signed up, via electronic means.

Section 9:

Callback Procedure

1. Circumstances may arise that will result in callbacks of employees to meet staffing levels.

2. An employee being recalled to immediately report to work for unscheduled overtime (work performed on a day when work is not scheduled for the individual, or for which they are required to return to the NIH), will be immediately in a duty status, over-time status, upon notification. When it is first determined that callback is needed during a tour of duty as a result of a BUE departing in a leave status. The overtime rotation list will be utilized in sequential order from number 1 to the bottom of the list. In the event no one volunteers for the overtime, the employee highest on the overtime rotation list of the individuals reporting to work the following day will be "jammed".

ARTICLE 15

Merit Promotion

Section 1: The procedures of the Merit Promotion Plan with related NIH policy will be applicable to the bargaining unit; however, the Agency will give initial considerations to eligible employees in the bargaining unit who have applied for a vacancy in the DFRS. However, such considerations will not preclude the Agency from seeking applicants from outside sources.

Section 2: Appropriate position vacancy announcements shall be sent to all members electronically.

Section 3: A non-selectee may request information from the selecting official regarding what the non-selectee can do to improve when competing for opportunities in the future.

ARTICLE 16

Temporary Promotions and Details

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

1. Eligible candidates will be given a fair and equitable opportunity to compete for temporary promotions.
2. Notification of job postings for temporary promotions may be done electronically, such as by email, or by any other commonly accepted means.
3. Management will, to the extent practicable, articulate eligibility criteria when communicating an opportunity for a temporary promotion.

Section 2:

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

Section 3:

1. Employees may be detailed, or temporarily promoted, to a position of a higher grade to:
 - a. fill a position which has become vacant until a permanent appointment is made;
 - b. assume increased responsibilities for a limited period due to workload, or;
 - c. participate in a special project which will last for a limited period.

Section 4:

An employee may be temporarily promoted for the expected duration of the need for his/her services in the higher grade, but the initial period may not exceed 1 year. After one year, the agency will review its operational needs and determine whether the position will be filled on a permanent basis.

Section 5:

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

Section 6:

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

Section 7:

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

Section 8:

1. A temporary promotion may be made to:
 - a. train or evaluate an employee in a higher-grade position;
 - b. give an employee a trial period before permanent promotion or;
 - c. decide among candidates for permanent promotion.

ARTICLE 17

Fire Department Training

Section 1:

Overview

The Employer and the Union agree that training and development of Employees in the unit are important in accomplishing both the mission of the Employer and the federal career goals of the Employee. The Employer will maintain adequate training programs that are consistent with the needs of the Employer. The Employer agrees to provide unit members with information concerning available courses conducted by Federal, State and County organizations. A reasonable effort will be made by the Employer to send Employees to such courses at no cost to the Employee.

The Parties support this training and will encourage all BUE's to enroll in these courses for self-development and the good of the federal service. Training directed/approved in advance by the Employer shall be accomplished with the Employee being placed into an "on-duty" status and with no cost to the Employee. The Parties agree that each Employee is responsible for applying a reasonable amount of personal time and effort to keep abreast of the changing technology/requirements of his occupation.

The Parties agree to encourage Employees to take advantage of training and educational opportunities. The Employer may permit BUE's to attend training/education courses during their on-duty time without loss of pay or leave providing: if the Employer has determined that the course is job related and the request has been submitted and approved in

advance; and the Employee can be spared from his regular duty assignment.

Section 2:

Library

The Employer agrees to provide and maintain a library consisting of appropriate/current Fire and Emergency Services training materials at the fire station. The library will be for the Employee's self-development and technological advancement. The Parties will identify what training material is necessary and relevant (to support the mission of the Employer) and will take the appropriate action to order such material.

Section 3:

Career Development

The Employer agrees to provide counseling, training and guidance to all Employees in an effort to assist them in remaining current in their assigned positions and for the purpose of assisting their career development.

Section 4:

Training Needs Survey

In accordance with applicable instructions, the Employer will conduct an annual "training needs survey" to determine the group training needs and requirements of the Fire Department. The Union will be permitted to submit comments and recommendations regarding training needs to the Fire Chief for consideration prior to completion of the annual "training needs survey". The Union will be supplied with a copy of the completed annual "training needs survey" upon request. In addition, the Employer agrees to maintain complete training records for all BUE's. Copies of these training records shall be provided to the Employee upon their request.

Section 5:

Continuing Education

Based on the results of the "Training Needs Survey", a "Continuing Education Program" shall be established for unit Employees that relates to all aspects of Employer's Fire and Emergency Services Program. This continuing education program shall include, but is not limited to, offering the necessary and/or relevant training (through outside sources if necessary) to unit Employees on an as needed basis to maintain current credentials for the position they are occupying or may be detailed into.

Section 6:

Training Records

The Employer will maintain training records on each Fire Department Employee. Copies of these training records shall be provided to the Employee upon their request within five (5) working days.

Section 7:

Reimbursement

The Employer agrees to pay for any applications and/or certifications/re-certifications, when approved in advance that are considered a condition of employment or requirement for the BUE's current position.

Section 8:

Travel Funds

Travel funds may be provided in accordance with applicable laws, rules, regulations and the availability of such funds for all training approved by the Employer requiring travel.

Section 9:

Training Leave

The parties agree that there will normally be one "Training Spots" factored into the daily on-site staffing levels. The Employer agrees to pay Overtime to meet minimum staffing for the first "Training Spot" if overtime is required and a BUE has been approved to attend off-site training in advance. It will be the responsibility of any other employee beyond the first "training Spot" employee to find coverage for their vacancy if it causes the staffing to fall below minimum. The employer agrees to pay "Comp Time," or approve a requested Trade Time, to the BUE who volunteers to cover vacancies in excess of the first "Training Spot".

The employer agrees to pay "Comp Time" to BUE who are taking classes outside their duty hours as long as it is a class to meet and/or maintain their current assigned position (e.g. EMS refresher) or a position the BUE may be regularly detailed into. Comp time will only be paid for the time the BUE's are scheduled to be in class, and a reasonable amount of travel time to and from the course.

Section 10:

Online Training

BUE's who are scheduled to take an online class while on duty will count for minimum staffing pending an agreement between the instructor and student to be able to run calls. No more than 2 BUE will be allowed to attend an online class scheduled for the same day without prior approval from a supervisor. The Shift Commander may adjust "riding" assignments to facilitate allowing the BUEs attending online training above to complete the online training.

Section 11:

Training Spot

Any BUE that elects to receive Comp Time for training on a non-normal duty day, or to cover a second or subsequent "Training Spot," will not be tracked on the routine overtime roster. Any BUE who opts for overtime to cover the first "Training Spot" will be tracked on the routine overtime roster.

Section 12:

Approval

The parties agree the BUE will do their best to submit a training request form at least 14 days prior to the start of the requested class. The parties also agree that management will approve or deny the class no later than 5 days after submission.

ARTICLE 18

Equal Employment Opportunity

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

Section 2. The responsibility for counseling employees who allege discrimination based on race, color, creed, sex, age, or national origin, handicapping condition, or sexual 41 orientation, and the formal investigation and adjudication of EEO complaints, rests with the Office of Equal Opportunity and Diversity Management, NIH.

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

ARTICLE 19

Grievance Procedure

Section 1

1. General:

- a. The Parties recognize the importance of fair and early resolution of disputes and disagreements in the workplace. This Article provides an orderly and sole procedure for the processing of Party grievances.

2. Alternate Dispute Resolution:

- a. The IAFF and NIH agree that the utilization of an Alternate Dispute Resolution (ADR) increases the Parties' opportunity to resolve workplace disputes. Both Parties also agree that ADR is not intended to replace the negotiated grievance procedure and that use of the ADR process is strictly voluntary. The Parties understand that ADR can provide long term solutions to Grievance Participants conflict. If the parties wish to provide ADR for Grievance Participants disputes, they can choose to use the ADR process. If ADR is utilized, the grievance procedure timelines are tolled during the ADR process.

Section 2:

1. Coverage and Scope:

- a. Except as provided for in SECTION!. **Alternate Dispute Resolution.** This Article shall constitute the sole and exclusive procedure available to the Employer, Union, and employees of the bargaining unit for the resolution of grievances.

- b. Employee(s) Grievances: A grievance by a bargaining unit employee(s) is a request for personal relief in any matter of concern or dissatisfaction, subject to the control of the Employer/Agency.

- c. Union or Employer Grievances: A grievance by the Union or Employer is a request for relief over the interpretation and application of the CBA, the SOP's, SOG's or any claimed violation, misinterpretation, or misapplication of any Law, Rule, and Regulation.

2. Grievance Contents and Format:

The Parties agree that all grievances must be presented in writing, including via email and must set forth the following:

- a. The issue giving rise to the grievance;
- b. Whether a meeting is requested;
- c. The provision(s) of law, regulation, or this agreement which allegedly has been, misapplied, or violated.
- d. Either all relevant evidence and information, or an assertion that relevant evidence is believed to be in the sole possession of the other party; and
- e. The relief sought, which must be personal to the grievant(s).

Section 3:

- 1. Options:
 - a. An employee may either file a grievance through this grievance procedure or file an appeal through a statutory procedure, but not both, on matters that have a statutory appeal mechanism.

Section 4:

1. For the purpose of this Collective Bargaining Agreement, a grievance means any complaint, by either Party or employee, concerning any matter relating to the employment of the employee or the bargaining unit concerning:
 - a. The effect or interpretation, or the claim of breach, of this Collective Bargaining Agreement; or
 - b. Any claimed violation, misinterpretation, or misapplication of any Law, Rule, and Regulation affecting conditions of employment.
 - c. But does not include a grievance concerning:
 - i. Any claimed violation relating to prohibited political activities.
 - ii. Retirement, Life or Health insurance.
 - iii. A suspension or removal for National Security reasons under 5 USC Section 7532.
 - iv. Any examination, certification, or appointment.
 - v. The classification of any position which does not result in the reduction of grade or pay of the employee.
 - vi. Actions to separate employees during their probationary period.
 - vii. Approval or disapproval of an award.
 - viii. Non-selection for promotion or reassignment from a group of properly ranked and certified candidates or failure to receive a noncompetitive promotion.

Section 5:

1. Representation
 - a. Union representatives shall make every effort within the scope of their preparation time to determine that grievances have substance in fact.

- b. The parties are obligated to resolve problems and grievances filed under this Article promptly and as close to the source as possible.
- c. A unit employee or group of employees shall have the right to present and process a grievance under this procedure on their own behalf (self-representation) or be represented by the Union. No other representation will be authorized for processing grievances under this procedure, excluding arbitration.
- d. Management shall not conduct any meeting that could lead to a formal grievance hearing, meeting, or discussion with the grievant(s) without giving the Union advance notice and the right to be present.
- e. This Agreement does not preclude any employee from exercising appellate rights established by law or regulation on any matter that is not grievable under this Negotiated Procedure.

Section 6:

- 1. The Employer and the Union recognize and endorse the importance of bringing to light and adjusting grievances promptly. The initiation of a grievance in good faith by an employee shall not cast any reflection on their standing with the Employer or on their loyalty and desirability to the organization nor will the grievance be considered as a negative reflection on the Employer.

Section 7:

1. Employee Grievance Procedure:

- a. Step 1: An employee of the Unit desiring to file a grievance must submit the grievance within fifteen (15) calendar days after occurrence of the incident or reasonable knowledge of the incident. The Initial presentation will be made to the employee's Fire Chief or the Chief's designee. For grievances where the

employee has elected self-representation, the Fire Chief or the Chief's designee, upon receipt of the grievance, will forward a copy to the local Union President. The grievant and/or the Union representative may meet with the Fire Chief, or their designee to discuss and attempt to resolve the grievance.

Should the Chief determine that the remedy requested cannot be granted and/or that the substance is not within the authority and control of this step, the Fire Chief will give A written Step 1 reply to the grievant within fifteen (15) calendar days of the date of the meeting or within fifteen (15) calendar days of the date the grievance was received, whichever comes latest. In cases where employees have elected self-representation, the Union will be provided with a copy of the Fire Chief's response, in writing, as soon as possible.

- b. Step 2. Should Step 1 fail to resolve the grievance to the satisfaction of the grievant, the Step 2 will be filed at one level above the Step One official, or their designee. Normally this would be the Associate Director of Security and Emergency Responses when the Step One official was the Fire Chief (or the position's successor position). The filing will occur within fifteen (15) calendar days from the date of the Step 1 decision or the expiration of the Step 1 (15 calendar days) response period, whichever occurs first. Additional issues or remedies may not be raised at this step. A written Step 2 decision from the Step 2 official will be made within fifteen (15) calendar days of the initial receipt of the Step 2 grievance made within fifteen (15) calendar days of the initial receipt of the Step 2 grievance.

If the decision is unacceptable, the matter may be submitted to arbitration in accordance with Article #20 of this Agreement.

SECTION 8:

1. Union Grievance

Step 1. The Union may initiate a grievance by submitting it in writing to the Fire Chief or the Chief's designee within fifteen (15) calendar days after occurrence of the incident or reasonable knowledge of the incident. The Union President or designee is encouraged to meet with the Fire Chief or their designee to discuss and attempt to resolve the grievance. The Fire Chief or their designee will render a written decision within fifteen (15) calendar days after receipt of the Union grievance.

Step 2. If the grievance is unresolved after Step 1 then the Union may elevate the grievance to the Step 2 level. This filing will be at the one level above the Step One official, or their designee. Normally this would be the Associate Director of Security and Emergency Response when the Step One official was the Fire Chief (or this position's successor position). This filing will occur within fifteen (15) calendar days of the date of the Step 1 decision or the expiration of the Step 1 (15 calendar days) response period, whichever occurs first. Additional issues or remedies may not be raised at this step. The Step 2 Official or designee will answer the grievance in writing within fifteen (15) calendar days of the initial receipt of the Step 2 grievance.

If the decision is unacceptable, the matter may be submitted to arbitration in accordance with Article #20 of this Agreement.

SECTION 9

1. Employer Grievances:

- a. The Employer may initiate a grievance by submitting it in writing to the Union President within fifteen (15) calendar days after receipt of the notice of action, occurrence of the incident or reasonable knowledge of the incident. The Representative of the Employer and the Union President or designee are encouraged to meet to discuss and attempt to resolve the grievance. The Union President or designee will render a written decision within fifteen (15) calendar days after receipt of the Employer's grievance. If the decision is unacceptable, the matter may be submitted to arbitration in accordance with Article 20 of this Agreement.

SECTION 10:

1. If the employee(s), the Union or the Employer fails to elevate a grievance within the time limits prescribed within these procedures, the grievance will be considered terminated. However, time limits may be extended by mutual agreement provided that a request for extension is presented prior to the end of the prescribed time limit.

SECTION 11:

1. All grievance decisions will be made as promptly as possible at each level of consideration described herein. Unless mutual agreement is reached for extending the time limits within which a decision must be rendered, failure to respond to the grievance within the time limits will allow the grieving party to proceed to the next step.

SECTION 12:

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

SECTION 13:

1. At any time in the Negotiated Grievance Procedure, the Parties may mutually agree to request the assistance of the Federal Mediation and Conciliation Service (FMCS) to assist in resolution of the issue.

ARTICLE 20

Arbitration

Section 1:

1. In the event the Employer and the Union fail to satisfactorily settle any grievance under Article 19 of the Negotiated Grievance Procedure (NGP) of this Agreement, then such grievance(s), upon written notice by the Party desiring arbitration, shall be referred to arbitration. The Charging Party's request for arbitration will be submitted to the Respondent within fifteen (15) calendar days of the Respondent's last step grievance decision or within fifteen (15) calendar days after the expiration of the time period for a last step grievance decision.

SECTION 2:

1. Within fifteen (15) calendar days from the date of the Respondent's receipt of a valid arbitration request, the Charging Party shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven impartial persons qualified to act as arbitrators. FMCS is a government agency whose policy is to facilitate and promote the settlement of labor-management disputes by resolving differences through the Parties' own resources to include mediation and arbitration. Included in the arbitrator list will be a biographical sketch stating the background, experience and per diem fee established by each arbitrator. The costs associated with requesting a list of arbitrators from FMCS will be borne by the Charging Party. If the Charging Party is not satisfied with the list of arbitrators, then the Charging Party may reject the list and request another list from FMCS. The costs associated with providing an additional list will be borne by the

Charging Party. The request for an additional list can be invoked only one time by the Charging Party unless mutually agreed upon by the Parties.

2. Once the list is accepted by the Charging Party, the Parties shall meet within fifteen (15) calendar days after the receipt of such a list to select an arbitrator. If they cannot agree upon one of the listed persons, the Employer and the Union will each strike one arbitrator's name from the list of seven and shall repeat this procedure. When only one name is left, they shall be the duly selected arbitrator. Initial striking, or the order of selection, the Charged Party shall be afforded the first strike. The selected arbitrator will be notified and a date for arbitration established by the arbitrator. The arbitrator will be requested to schedule the procedure within sixty (60) days of selection unless the Parties mutually agree to extend this time limit.

SECTION 3:

1. Any dispute as to grievability or arbitrability shall be determined by the arbitrator selected to decide the original grievance or dispute submitted for arbitration under this Article. If the arbitrator determines that there is a reasonable basis that the issue is arbitrable, they will hear the merits of the underlying grievance and decide the issues together.

SECTION 4:

1. Arbitration over grievances shall take place at the Campus of NIH unless the parties agree that the matter may be resolved virtually.

SECTION 5:

1. The arbitration hearing shall be held in facilities, unless agreed otherwise, provided by the Employer. The arbitration hearing shall be held during the regular day shift hours of the Monday through Friday basic workweek.

2. The Employer agrees that a reasonable number of relevant Union witnesses, who are employees of NIH and who are otherwise in a duty status, shall be authorized to use official time to provide testimony in Fire Department arbitration hearings arising under this Article. In order to provide for availability, the Employer must receive a list of proposed on-duty witnesses, in writing, at least fifteen (15) calendar days prior to the scheduled date of an arbitration hearing.
3. The Union and the Employer agree that, to the extent practicable and subject to the constraints of the arbitrator, employees called as witnesses and other unit personnel attending the hearing on a regularly scheduled workday will remain on duty until called in order to provide adequate mission coverage (i.e., when their presence is not directly required.)

PRE ARBITRATION SUBMISSIONS:

1. All Arbitrations. Not later than fifteen (15) days before the date of a scheduled arbitration, the parties will exchange the following information: a restatement of the issues the party wishes to have heard by the Arbitrator, a list of expected witnesses with names and duty sections (supervisor's name is to be included for witnesses the Union wants the Agency to make available on hearing day), a list of expected documentary exhibits.

The parties agree that it is desirable to clarify issue(s), identify the witnesses, make reasonable stipulations of expected testimony, and agree on joint exhibits where possible. Therefore, the representatives for the parties will attempt to work out stipulations on joint exhibits, stipulations of expected testimony, and seek to reach a mutually acceptable statement of issue(s). If the parties were unsuccessful, either party may ask the arbitrator

to finalize issues, witnesses and exhibits, to include stipulations before the hearing.

2. Arbitrations resulting from grievances filed in lieu of appeals to the MSPB. As an additional requirement, the Agency may seek additional information from any Employee whose grievance is to be presented to an Arbitrator in lieu of taking an appeal to the MSPB and the Union may seek information from any proposing or deciding official for the underlying adverse action.

SECTION 6:

An award rendered by an arbitrator under this Agreement shall be confined to the issues agreed to in a joint stipulation. If the parties fail to agree on a joint stipulation of the issue, the arbitrator's authority is limited to deciding on the issue or issues considered during the grievance process. The arbitrator shall not change, modify, or add to the provisions of the Agreement as such right is the prerogative of the contracting parties only. Furthermore, the arbitrator shall not change, modify, alter, delete, or add to the provisions of any Law, Rule and Regulation affecting conditions of employment. The arbitrator shall be requested to render a decision as quickly as possible, but in any event, no later than thirty (30) calendar days after conclusion of the hearing, unless the parties agree otherwise. The award shall be in writing and will include a statement based on the award and shall be supplied concurrently to the Employer and the Union. The award will be transmitted to the parties the same day it is signed.

SECTION 7:

The order of hearing proceedings will be determined by the arbitrator. Any dispute over the application or interpretation of an arbitrator's award, including remanded awards, shall be returned to the arbitrator for settlement. The arbitrator's award shall be binding

on the parties and implemented upon receipt, unless appealed. Either party may file exceptions to an award in accordance with applicable rules and regulations. Arbitrator awards subject to judicial review will be considered on the same basis and under the same rules as if the award had been a decision under an appellate procedure.

SECTION 8:

The fee and expenses of the arbitrator shall be borne equally by both parties. The cost of a stenographer or transcript, where such is mutually agreed upon by the Parties or requested by the arbitrator, shall be shared equally by the Parties. Absent mutual agreement, either Party may unilaterally request that a transcript be prepared but must bear all costs incurred in its preparation. But any Party subsequently receiving a copy of a transcript of an arbitration hearing must pay fifty (50) percent of all costs incurred in the preparation of such transcript. Any cancellation fees of an arbitrator shall be paid by the Canceling Party unless otherwise agreed to by the Parties.

ARTICLE 21

Disciplinary and Adverse Actions

Section 1. The Parties agree that all disciplinary and adverse actions must be based on just cause as will promote the efficiency of the service.

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

Section 3. The Union shall be given the opportunity to be present at a Weingarten examination of an employee, within the requirements of law and regulation.

Section 4. The Agency will issue a written proposal of a disciplinary or adverse action, except for an official reprimand. The proposal notice shall include specific charges, the proposed penalty, the name of the person to whom a reply is to be directed, where the employee may review the material upon which the action is based, whether the employee has a right to representation, and the time limit for the receipt of a reply. Employees have 7 calendar days to respond orally and/or in writing to a proposal memorandum. Extensions of time may be considered upon request.

Section 5. A notice of decision to effect disciplinary or adverse action shall advise the employee of all grievance/appeal rights, and the time limits within which the grievance/appeal must be filed.

Section 6. Upon request the employee shall be given an extra copy of any proposal or decision for disciplinary action. It is the employee's responsibility to transmit the copy to their representative if they elect to do so.

ARTICLE 22

Health, Morale, and Welfare

Section 1:

Living Spaces

The Employer agrees to a labor management partnership in regards to fire station and recognizes the importance of providing and maintaining comfortable living spaces for BUE's on-duty, to include, but not limited to air conditioning, heating and adequate furniture, drapes or blinds. To this end, the Employer agrees to provide and replace as needed the following:

- A. Adequate bedding (high quality/durable grade mattresses at least every 5 years or as needed on an individual basis), bed and frame, 2 wall lockers, nightstand in each bunkroom;
- B. Adequate refrigeration and freezer, range with hood and broiler, commercial ice maker.
- C. Cooking and eating utensils, including but not limited to: pots and pans, electric can opener, coffee maker, toasters, microwave oven, and non-disposable: glasses, plates, bowls, forks, spoons and knives;
- D. Adequate and suitable durable material lounge furniture (i.e. recliners and couches);
- E. Adequate and suitable washer(s) and dryer(s) to support on duty personnel, and provide detergent for sanitation of required work uniforms;
- F. Adequate and suitable high speed wireless internet access capable of supporting current technology and services, and cable television services;

G. Other amenities as negotiated between Labor and Management

Section 2:

Maintenance

The Employer agrees to extend the same considerations to the living conditions in the Fire Station as is extended to other Living quarters throughout the NIH and when utilities and/or appliances break down or need replacing. Employees will promptly call the problem to the attention of the on-duty supervisor and a maintenance ticket will be initiated.

Section 3:

Bunkroom

The Employer and the Union recognize that the living quarters in the fire station represent a place allocated for rest. Washrooms and sleeping areas for BUE's should not be used as public facilities, and their doors shall remain closed.

Section 4:

Negotiations of Living Conditions

The Employer agrees to discuss proposed changes or improvements to living spaces and conditions with the Union and agrees to consider the recommendations submitted by the Union.

ARTICLE 23

Medical Services for Firefighters

Section 1:

Overview

1. Purpose: To assess a firefighters medical, behavioral, and physical fitness to safely perform the essential duties of an NIH firefighter using National Fire Protection Association (NFPA) 1582 Standard (Standard on Comprehensive Occupational Medical Program for Fire Departments).
2. Relevant OMS Procedure Manual Sections
3. Annual Medical Evaluation for members
 - a. Per NFPA 1582 Standard an annual occupational medical evaluation of firefighter members is performed to identify physical or mental conditions that interfere with a member's ability to safely perform essential job tasks. The purpose of this evaluation includes the following:
 1. Detect changes in health that may be related to working conditions.
 - II. Monitor the effects of an exposure to a biological, chemical, or physical agent.
 - m. Provide information about a member's current health, promote wellness, and refer for further evaluation and treatment.
 - IV. Provide members with information and education about occupational hazards.
 - v. Comply with federal, state, and local requirements.

- b. The evaluation shall include all components listed in the Preplacement Candidate Medical Evaluation (Section IV).
- c. The annual evaluation shall be completed every 12 months (\pm 3 months).
- d. Annual medical evaluations shall be compared to baseline and subsequent evaluations to identify clinically relevant changes.
- e. Reporting Requirements
 - 1. The provider shall recommend restricting members from performing specific job tasks and proposed duration as medically indicated. This will be communicated to the Fire Chief using a Medical Evaluation of Work Status form 2558.
 - n. OMS medical clearance and continuance of regular duties will be reported to the Fire Chief.

4. Interim Medical Evaluation

- a. An interim medical evaluation may be requested by the DFRS whenever there is a reasonable basis upon which to question the member's continued capacity to meet the physical, medical, or psychological requirements of the position.
- b. Reporting requirements as in Section V. E. above.

5. References

- a. NFPA 1582 Standard on Comprehensive Occupational Medical Program for Fire Departments, 2022 edition
- b. Occupational Safety and Health Administration: Hazardous Waste Operations and Emergency Response. OSHA Title 29 Code of Federal Regulations Part 1910.120

- c. NIOSH/OSHA/USCG/EPA. Occupational Safety and Health
Guidance and Manual for Hazardous Waste Activities.

6. Vaccination(s)

The following are the required vaccinations to operate as a
Firefighter/EMT within the NIH campus.

- a. **Patient Contact:**
 - i. 2 MMR vaccines (measles, mumps, rubella) or a positive rubeola (measles) titer
 - ii. 2 Varicella vaccines (chicken pox) or a positive varicella titer
 - iii. Hepatitis B is highly recommended (any contact with human blood or body fluid)
 - iv. Influenza vaccine (flu shot)
 - v. Annual TB test (not a vaccine)

- b. **AEP**
 - i. 2 MMR vaccines (measles, mumps, rubella) or a positive rubeola (measles) titer
 - ii. Annual TB test (not a vaccine)

- c. **Firefighters SOP**
 - i. Immunizations verified and provided as needed:
 - ii. Hepatitis B (3)
 - iii. Hepatitis A (2)
 - iv. Varicella (2)
 - v. Measles, Mumps and Rubella (MMR) (2)
 - vi. Tetanus and Pertussis (Tdap) (every 10 years or if clinically indicated)
 - vii. Influenza
 - viii. Hepatitis A for HAZMAT (NIH FF), USAR (NIH FF), and SCBA or frequent exposure to contaminated water
 - ix. IPV (polio) single booster if travel to endemic area for duty or per ACIP recommendations

ARTICLE 24

Vacation Picks

Section 1:

Overview

1. All Employees will begin engaging in vacation leave selection on January 1st of each calendar year for that calendar year with a deadline of March 1st to submit. Leave for vacation (either annual, comp-time earned, or Time Off Awards earned) shall be defined as up to two (2), or more, consecutive 24 hour shifts (48 hours) but not more than 144 hours consecutive. The vacation leave is approved for a minimum of 48-hours up to a maximum of six (6) consecutive shifts (144 hours) per request on a rotating basis, utilizing the bargaining unit seniority (Entrance on Duty for NIH, BOD) list. However, employees may request consecutive leave beyond 2 weeks, by submitting another leave request, in maximum two week increments, for approval. These additional requests will also be approved on a rotating basis. Vacation leave does not supersede the holiday rotation list. Any approved vacation leave that an employee requests to cancel must be cancelled by the employee no less than 72 hours in advance of the pre-approved leave commencing.
2. Generally when an employee's vacation leave is approved, they will not be permitted to modify it, if it affects another employee's approved vacation leave. However, changes may be made provided the employees are agreeable, and the specialized needs of the DFRS are met. Should conflicts arise in the scheduling of vacation leave, they will be resolved on the basis of the bargaining unit seniority list as defined in Section 1 above.

Vacation schedules in effect at the time of approval of this Agreement will remain in effect for the balance of the leave year.

3. If any employee requests vacation leave that exceeds their leave balance (excluding sick leave), the leave spot will be reserved for the employee, provided the employee will accrue enough leave (excluding sick leave) prior to the effective date of the vacation leave.

Section 2:

Seniority

1. The order of selection opportunities shall be determined based upon seniority. The Employees with the oldest EOD, without a break in service at NIH, will be the first to select leave.

Section 3:

Leave Calendar/Leave Picks

1. Employees will be notified by a Supervisor when to submit their leave pick via electronic means as provided by the employer for supervisory review and approval. If a BUE intends to forfeit their vacation pick they must email their supervisor stating their intentions.
2. The Supervisor will contact the Employee for their selection and the Employee will be given 24 hours to make their selection via themselves or supervisor notification via email.

Failure of an Employee's selection to be submitted within the permitted 24 hour period will forfeit their leave selection during the current round.

Section 4:

Annual Leave for select days

1. Annual Leave for select days: Annual Leave for Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, Christmas Eve, New Year's Day and New Year's Eve will be approved on a rotating basis to the maximum extent possible. [Call outs will be dealt with via mandatory overtime when necessary.] Requests for leave for any of these holidays will be honored on the basis of the Bargaining Unit's Holiday Rotation List. The Bargaining Unit Holiday Rotation List will be established in accordance with the following: Employees granted leave for a holiday during the preceding year, will be placed at the bottom of the holiday rotation list. The highest person on the holiday rotation list will have the first choice of leave for a holiday. If they decline the opportunity to take leave on a holiday during the year, their name will be placed at the bottom of the holiday rotation schedule the following year.

2. Annual Leave for Christmas (Christmas Eve and Christmas Day) will be offered first, to the employees' scheduled to work both days. The aforementioned employees may request one of the two days, in accordance with the holiday rotation list. Additional requests for leave for Christmas will be approved in accordance with the holiday rotation list.

3. Employees requesting leave on the above identified holidays, must submit the request

prior to March 1. When more than one employee requests leave for the same period, the employee highest on the holiday rotation list will be given the first consideration for approval. Leave for an entire 24-hour shift will be given priority over requests for less than 24 hours, regardless of the employee's position on the list. If an employee requests leave for less than 24 hours, they will be given the opportunity to request the entire shift, before the leave is offered to an employee lower on the holiday rotation list. If no leave is requested by March 1, the first employee requesting leave will be given first consideration for approval. Holiday leave for Christmas, and New Year's Day will be considered from 0700 the day before to 0700 the day after.

ARTICLE 25

Dues Deduction

Section 1:

1. Bargaining Unit employees may make voluntary allotments for the payment of Union dues through submission of SF-1187. To be eligible, an employee must:
 - a. Be a member in good standing of the Union;
 - b. Be a member of the unit covered by the Agreement; and,
 - c. Have a regular net salary, after other legal and required deductions, sufficient to cover the amount of the authorized allotment for dues.

Section 2:

1. Any such allotment shall be made at no cost to the Union.

Section 3:

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

Section 4:

1. Dues will be withheld on a biweekly basis conforming to the regular pay periods.

The deductions will be initiated with the first full pay period, following receipt of the assignment form (SF-1187), in the Workforce Relations Division (WRD), Office of Human Resources (OHR), and following the necessary processing into the payroll system. Deductions will continue until terminated as provided in this Article.

2. Normally, a member may revoke their authorization by submitting Standard Form 1188, in duplicate to the WRD, OHR. Revocations will generally become effective on the first anniversary date of the initial allotment. Any subsequent voluntary revocation submitted after the first year of Union dues deductions shall take effect in the first pay period after the earliest date permitted by law, provided that the revocation has been received in the WRD, OHR, and that the necessary processing into the payroll system has been completed prior to the designated

effective date. However, if a union member leaves NIH or is expelled from the Union per the Union President, a revocation may be submitted sooner and will be processed in the ordinary course of business without unnecessary delay, provided that the Form 1188 is submitted to WRD, OHR.

Section 5:

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

Section 6:

1. The Parties agree that there shall be a single level dues structure under this Agreement.

The withholding account number for the unit is: 658 -Local F-271, International Association of Fire Fighters

Section 7:

1. A check in payment of dues shall be made payable to the organization or\ individual identified in Section 5(e). That organization/individual will also receive from the Labor Relations Officer a listing in duplicate showing:
 - a. the names of member for whom deductions are made and the amount Deducted;

- b. total number of members for whom dues are withheld;
- c. total amount withheld; and;
- d. the net amount remitted.

Section 8:

- 1. It is agreed that the employee has responsibility for notifying the WRD, OHR, that his/her allotment should be terminated, by completing and forwarding a Standard Form 1188.

Section 9:

- 1. The Labor Relation Officer shall notify HHS, if the Union loses exclusive recognition or if any employee is transferred or reassigned outside of the unit or it's separated.

Section 10:

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

Section 11:

- 1. Both Parties agree that employees are responsible for notifying the payroll office when dues deductions eligibility is changed for any reason.

ARTICLE 26

Pre-Filing Procedures for Unfair Labor Practices

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

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

Section 3. If the Union representative is the charging party, the notice of intent shall be signed by the Union President, Local F-271, IAFF, or their designee, and shall be submitted to the Employee and Labor Relations Branch, (ELRB), NIH. If NIH is the charging party, the notice of intent shall be signed by the ELRB, or its designee, and shall be submitted to the Union President, Local F-271, IAFF.

Section 4. The Parties will meet to discuss the alleged ULP after the respondent has had an opportunity to investigate the matter. The meeting shall normally take place within 14 calendar days of receipt of the notice of intent by the responding party. The number of Union officials attending the meeting may equal the number of Management officials attending the meeting. The respondent of a notice of intent may investigate

the allegations. The Parties are responsible for making a good faith attempt toward resolving the issue.

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

ARTICLE 27

Performance Appraisal and Actions Based on Unacceptable Performance

Section 1:

1. The Parties agree that the HHS Performance Management System, as defined by HHS instruction and related manual chapters, will be applicable to the bargaining unit employees. Employees will receive annual appraisals of jobs performance based on objective standards established by management for each employee's position. Job elements and performance standards will be communicated to each employee at the beginning of the appraisal period.

Section 2:

1. The Agency agrees to use the performance plan as a basis for making determinations on matters including but not limited to training, awards, reassignments, promotion, reduction in grade, retention and removal of employees, and the granting or denial of within-grade increases.

Section 3:

1. If at any time, an employee's performance is considered unsatisfactory, the Employer will provide the employee a reasonable opportunity to demonstrate acceptable performance, prior to any proposed removal or reduction in grade. Non-probationary employees will be notified in writing of the unacceptable performance, what action must be taken to improve performance to an acceptable level.

ARTICLE 28

Contracting Out

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

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

ARTICLE 29

Reduction in Force

Section 1

1. REDUCTION IN FORCE ("RIF") AND TRANSFER OF FUNCTION ("TOF")

- a. GENERAL RULES The Employer and the Union recognize that employees may be seriously and adversely affected by a reduction-in-force and/or transfer of function. In the event of a reduction-in-force and/or transfer of function, the Employer shall notify the Union and fulfill its obligation to bargain consistent with 5 USC 71.

2. NOTIFICATION TO UNION

- a. When the Employer is anticipating a RIF or TOF, it shall provide the following to the Union thirty (30) days in advance of any official notice provided to the affected employees as required by 5 CFR 351:
 1. The reason(s) why the actions may be taken.
 11. The approximate number of employees who may be affected.
 - m. The types of positions anticipated to be affected; and
 - 1v. The anticipated effective date that action will be taken.
- b. The Employer shall provide the Union, upon request, with information in accordance with 5 U.S.C. 7114(b)(4).
- c. All RIF(s) and TOF(s) shall be conducted in accordance with 5 CFR 351.

Section 2

1. The Agency agrees that the name of an employee in the unit who has been separated as a result of reduction in force, will be placed on a reemployment priority list, unless they

refused an offer of a position at the present grade and salary. NIH will consider a career employee for any vacancies in the commuting area for which they can qualify for up to 2 years, or a career-conditional employee for up to 1 year, unless they are reemployed in a permanent position in the competitive service or otherwise loses their eligibility for appointment.

Section 3

1. Upon the employee's request, submitted not more than 90 days after they are separated, an employee in the unit who is to be or has been separated by reduction in force will also be assisted by the Agency in applying for special consideration for employment under the Inter-Agency Career Transition Assistance Plan (ICTAP).

Section 4

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

Section 5

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

Section 6

1. The Agency agrees to notify each affected employee of the proposed reduction in force as soon as possible, in accordance with the regulation in effect at the time the general notice is given.

Section 7

1. At no time will the Agency use the reduction in force procedure to circumvent the adverse action procedures.

ARTICLE 30

Student Loan Repayment Program

Section 1: The Parties agree that it is important for all DFRS employees to pursue a higher level of education. To that end, the Agency agrees to act in accordance with the NIH Student Loan Repayment Program. The employee will be required to meet all requirements of the program upon admittance to the program.

ARTICLE 31

Office and Equipment for the Union

Section 1:

1. The Agency agrees to provide a union office with locking capabilities and use of existing facilities within the DFRS.

Section 2:

1. The Union shall be provided use of an intra-office mail system. All Stewards and Officers will have access to an agency computer for email usage.
2. The Agency will provide the Union access to standard office furniture and equipment.

Section 4:

2. The Employer will provide an area to post Union business in the fire house not to be less than 25 square feet.

ARTICLE 32

National Fire Protection Association (NFPA)

Section 1:

NFPA

1. The Parties recognize the importance of and will attempt to adhere to the standards set forth by the National Fire Protection Association, which are considered critical to the delivery of DFRS missions.

ARTICLE 33

Fire Department Vehicle Use

Section 1: Overview

The Parties agree that to maintain a constant state of readiness, Employees are required to maintain staffing on the emergency apparatus. Further, Employees are required to work a minimum of one 24-hour shift, which includes meal periods as part of their tour of duty. It is understood that due to the work schedule of the Employees, fire apparatus may be used for off-campus visits to the grocery store or nearby restaurants to get food for the working shift.

Section 2: Funeral Details

When feasible and not in conflict with mission or budget, Employees may utilize large apparatus i.e. (Engine or Tower) for funeral detail, service or Department representation in the event of a Fire Department funeral. This must be approved in advance by the Fire Chief.

The employer agrees to pay "Comp Time" to employees who volunteer to cover the vacancies created by the Employee attending the Funeral. Employee will not be paid overtime and will not be "jammed" to cover the above vacancies. It is the responsibility of the Shift Commander to find volunteer coverage to backfill the Employee requesting to attend a funeral or service. If no coverage is found, the attendance request may be denied.

ARTICLE 34

Uniforms

Section 1:

1. The Agency agrees to provide uniform items to all BUE's to include but not limited to the following: T-Shirts (short and long), Polos, job shirt, hooded sweatshirt, Class-A Uniform (after EOD at NIH exceeds one year), Button down (work uniform), Hats (ball cap style and winter), Belt and buckle, work boots and tennis shoes, work pants and shorts, light and heavy jacket, waterproof (rain) coat, gym shorts and sweatpants.
 - a. Excluding cleaning periods, and approved usage, Class-A uniforms will be stored at the Fire House.
 - b. The Command Officer will direct the Uniform of the day for any special event occurrences therein.

Section 2:

Non-Issued uniform items

1. Parties agree to meet periodically to discuss the authorization and approval of new non-issued uniform items to wear while on duty. These include, but not limited to:
 - a. T-Shirts
 - b. Hats
 - c. Job Shirts
 - d. Sweatshirts
 - e. Jackets

Section 3:

Union Insignia

1. Employees may wear the approved IAFF lapel pin on the right breast just above the name tag (if present) on shirts and coats.
2. Employees may also wear approved IAFF shirts (short or long sleeved) while on duty.

Section 4:

Shorts

1. Shorts may be worn year-round, BUE's must adhere to appropriate response policies while wearing issued shorts.

Section 5:

Attire while on Emergency Calls

1. During standby hours and PT time, an employee may respond to incidents utilizing the alternative working uniform to include shorts, sweatpants, t-shirts, and PT attire.

Personal Protective Equipment, i.e., bunker pants, shall be worn on emergency responses that would require full leg protection or as deemed necessary by the policy.

Section 6:

Accessories

1. Accessories for the Class-A and Class-B shall consist of breast and hat badges, collar devices, and shirt patches. As far as the fire department budget permits, the Employer agrees to provide these accessories to all bargaining unit employees. If the Employer is unable to provide such accessories, employees will not be required to wear them if they do not already have such accessories.

Section 7:

Standards of Appearance:

1. When wearing the uniform, bargaining unit employees will at all times present a neat appearance--clothes cleaned, pressed (if required), and in an acceptable state of repair.
2. Mustache, sideburns, soul patches, and "muttonchops": Must be neatly trimmed as not to affect the proper sealing of self-contained breathing apparatus and an N-95 respirator.

ARTICLE 35

Duration and Changes

Section 1:

1. This Agreement, as executed by the Parties, shall remain in full force and effect for a period of six (6) years from the date of its approval by the Office of HHS and/or their designated representative and supersedes all prior Agreements. Thereafter, it will be extended for successive periods of one (1) year, unless either Party notifies the other in writing at least ninety (90) days prior to the next anniversary date of their intention to renegotiate a new Agreement. When either Party requests to renegotiate the Agreement, the provisions of this Agreement shall be honored until a new Agreement becomes effective, except for those provisions that are contrary to any law.

Section 2:

1. This Agreement, except for its duration period as specified in Section 1, may be opened for amendment or introduction of new matters/topics by either Party at during the sixth month anniversary of the Agreement and again during the thirty-sixth (36) month of this agreement.
2. Any request for amendment by either Party must be written and must include a summary of the amendment(s) proposed. The Parties shall meet within fifteen (15) calendar days after receipt of such a request to discuss the matter(s) involved and determine if negotiations will be conducted.
3. Unless mutually agreed to by both Parties, each Party will be limited to a maximum of 2 Articles or new matters/topics for opening of negotiations at the six (6) month opener, and four (4) Articles during the thirty-sixth (36) opener.

4. Negotiations shall be strictly limited to those matters previously presented by the Parties as being appropriate. Such amendment(s) as agreed to will be duly executed by the Parties, subject to approval by the Office of HHS.

Section 3:

1. No Agreement, alteration, understanding, variation, or modification of any terms or conditions contained herein shall be made and executed in writing between Parties hereto until the Agreement has been ratified by the Union and approved by the Employer.

Section 4:

1. All rights, privileges and conditions of employment enjoyed by the Employer, the Union, and the Unit Employees at the present time, which are not included in this Agreement, shall remain in full force unchanged and unaffected in any manner, during this term of this Agreement unless by mutual consent of the Parties or as required by law.

ARTICLE 36

Trade Time

Section 1:

1. The Parties agree that employees may substitute for one another on regularly scheduled tours of duty in the fire station, in order to permit an employee to absent themselves from work to attend to personal pursuits. This process is commonly referred to as "trading time."

Trading time will not require additional compensation on the part of the Agency.

Accordingly, the practice of "trading time" will be deemed to have no effect on the hours of work, if the following criteria are met:

- a. The trading of time is voluntarily arranged by the employees and subject to prior approval of Management.
- b. The Parties agree that the trading time must be accomplished in accordance with applicable law.
- c. Any employee on light duty will not be allowed to "trade time." Furthermore, "trade time" will never require the use of overtime or compensatory time.

2. An individual cannot "trade time," into a day that he/she is in training, except by approval of the Director, DFRS.

3. The process of "Roll Forward/Roll Back," will be administered in accordance with DFRS policy.

Section 2:

1. Trade of time is authorized in accordance with 5 USC 5542 (h).
2. Trade of time is intended to serve as an additional scheduling flexibility for employees to improve workplace satisfaction and quality of life. The end goal for both the Union and Management is to provide maximum flexibility for employees within the constraints of mission

requirements and maintaining minimum safe staffing.

3. A qualified trade-of-time arrangement is an arrangement between two eligible firefighters, both of whom must voluntarily agree to the arrangement. The arrangement must also be approved by an authorized agency official and meet the following criteria:
 - a. Tradeable Hours. Firefighters may trade only hours within the firefighter's regular tour of duty established for leave-charging purposes.
 - b. Full shifts partial shifts. Firefighters may agree to substitute either entire whole shifts or a portion of a shift (one-hour or greater, in one-hour increments) subject to requirements/conditions in agency policies (including policies in collective bargaining agreements) and approval by an authorized agency official.
 - c. Conditions for approval. A proposed trade-of-time arrangement may not be approved if-
 - i. the proposed arrangement would result in either of the involved firefighters having a balance of hours committed (but not yet executed) for substitution under one or more pending-completion qualified trade-of- time arrangements in excess of 144 hours;
 - ii. a proposed substitution would occur more than one year after the date of the approval of the qualified trade-of-time arrangement;
 - iii. either of the involved firefighters owes a debt of hours to the agency, as described in paragraph 5 below.

4. Agreement elements. Each BUE to a trade-of-time arrangement must sign a written agreement between the BUEs that includes the following:
 - a. The period(s) of time when each firefighter will substitute for another (including the specific dates and hours). Both BUEs must include a scheduled date in which they intend to work for the other BUE. Failure to include a scheduled date in which the traded hours will be "repaid" will result in the request being denied.
 - i. Changes to approved trade-of-time arrangements will require the re-approval from both BUEs, and management, and must be submitted to management within 72 hours prior to the scheduled date/time.
 - b. Written signatures (including electronic signatures meeting standards established by the agency) of the two firefighters and the approving official.
5. The purpose of a trade-of-time arrangement is to trade hours of work. Thus, each firefighter who is a party to the arrangement must be planning on working during the hours the firefighter is assigned to substitute for the other. If a substituting firefighter fails to work during the agreed-upon substitution period, the excused firefighter will be entitled to credit for hours and pay as if the substitution had been made. A no-show of trade time may result in the charge of AWOL to the BUE that is scheduled to report as a result of the trade. The substituting firefighter will become indebted to the agency and will be required to later perform work outside the firefighter's tour of duty to satisfy the debt of hours-as assigned by an authorized agency official.

- a. A firefighter who owes a debt of hours may be allowed to reduce or eliminate the debt by agreeing to adjustments in the firefighter's balances of annual leave, compensatory time off (for overtime work, travel, or religious observances), or paid time-off awards, if allowed by agency policies (including policies established via collective bargaining). If a firefighter owes a debt of hours when separating from Federal service, when transferring to a different agency, or when moving to a position in the same agency in which the employee is no longer an eligible firefighter, the debt of hours must be recovered to the extent possible by offsetting any balances of annual leave, compensatory time off (for overtime work, travel, or religious observances), or paid-time-off awards.
6. As described in paragraph 5 above, a firefighter with a debt of hours to the Agency by failure of their obligation in the trade, may not enter into a new trade-of-time arrangement until the debt is eliminated.
7. This Article may be reopened at any time after twelve months by either party, or upon upgrades to the Agency's time and attendance electronic timekeeping system.

ARTICLE 37

Injury Compensation/Light Duty

Section 1:

An Employee who is injured or suffers an occupational disease in the performance of their duties, i.e., comp time, overtime, trade-time, and regular time, etc... will be compensated in accordance with applicable rules and regulations. The Employer agrees to counsel and assist the Employee on the procedures for filing claims and the benefits to which they are entitled to receive.

Section 2:

The Employer agrees to process claims for injury compensation in accordance with rules issued by the Office of Worker Compensation Program (OWCP) and in accordance with the Federal Employees' Compensation Act (FECA). All Federal Employees who are injured at work and would like to file a claim under the Federal Employees' Compensation Act (FECA) must now do so using the electronic filing system, ECOMP (as of the signing of this CBA:

<https://www.ecomp.dol.gov/#/>). Instructions for filing a CA-1 or CA-2 form in ECOMP are provided by Occupational Medical Services when an employee reports an injury. If you have lost your instructions, please refer to forms and resources, sections CA-1 or CA-2. If the Employee is incapacitated because of the job-connected injury or occupational disease, the Employer and/or the Employee's designated representative (if designated) will prepare the appropriate form on the Employee's behalf. In all cases where a CA-1 or CA-2 is completed by the Employee, the Employer will complete the official supervisor's report to ensure that any known witnesses to the accident provide signed statements.

Section 3:

Time spent for medical examination and treatment for a job-incurred injury or illness will be considered as either a COP Day - if applicable, and/or via OWCP-957 form. An employee injured during an Overtime Tour will be compensated until released by medical authority, or the tour ends.

Section 4:

The Employer agrees to provide transportation to the proper medical facilities when a Unit Employee becomes seriously ill or injured on duty.

Section 5:

Light Duty

The Employer agrees, that, in accordance with applicable regulations, the policy of NIH/HHS is to utilize to the extent practicable those Unit Employees who are medically restricted as long as their services can be used effectively and will not cause further harm to themselves or others if the injury was job related.