

**Negotiated Agreement Between**  
**NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY**  
**U.S. DEPARTMENT OF COMMERCE**

**And**

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**  
**LOCAL F-161**

March 21, 2018

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## DEFINITIONS

Unless otherwise specified in the text of this Agreement, the terms set forth below have the meanings indicated:

**Agency:** The National Institute of Standards and Technology (NIST), Department of Commerce. (also, **Employer** or **Management**)

**Anniversary Date:** The yearly recurrence of the effective date of the Agreement.

**Bargaining Unit (or Unit):** All non-supervisory, non-professional Fire Fighters employed at NIST, in the Washington, D.C. metropolitan area.

**Collective Bargaining Agreement (CBA):** The current “Negotiated Agreement between the National Institute of Standards and Technology, U.S. Department of Commerce, and International Association of Fire Fighters, Local F-161.” (also, **Negotiated Agreement** or **Contract**)

**Day:** Unless otherwise noted in this Agreement, day or days refers to calendar days, not work or business days.

**Effective Date:** The date the Agreement is approved under the Agency Head Review (after ratification by the union membership) or the 31<sup>st</sup> day after the Agreement is properly executed by the Parties, whichever occurs first.

**Employer:** Refers to the National Institute of Standards and Technology (NIST), U.S. Department of Commerce. (also, **Agency** or **Management**)

**Employee(s):** An individual(s) in the bargaining unit.

**Officer-In-Charge (OIC):** A fire fighter that meets the requirements to act in the capacity of the officer in charge in the absence of a supervisory Captain or lead fire fighter Lieutenant. The OIC will be selected from a rotating list of qualified personnel.

**Labor Relations Program Manager (LRPM):** An Employee designated by the Employer to manage the organization’s labor relations program. This position is usually housed in the Office of Human Resources Management.

**Seniority:** Is defined as longest time onboard at NIST, highest grade level, and longest time in grade, in that order.

**Statute:** Refers to the Federal Service Labor-Management Relations Statute, 5 U.S. Code, Chapter 71, as amended.

## PREAMBLE

Subject to Title 5, United States Code (U.S.C.), Chapter 71, existing Government-wide regulations and existing Department of Commerce policy, the following Articles constitute an agreement by and between NIST, hereinafter called the **Employer**, and the International Association of Fire Fighters, Local F-161, hereinafter called the **Union**, or jointly referred to as the **Parties**. This Agreement sets forth the agreed-upon working conditions, processes, and rights of the Parties.

To ensure an effective relationship, the Parties agree to these shared values:

- A. The public interest demands the highest standards of performance and the continued development and implementation of modern and progressive work practices to facilitate and improve performance and the efficient accomplishment of the operations of the government.
- B. The Parties agree that it is in their best interests to work collaboratively to accomplish the Agency's mission. The Parties also agree that using a solutions-based problem-solving approach is in their interests.
- C. The Parties agree that it is in their best interests to have an engaged, diverse, professional workforce with high morale, and that there is a commitment to valuing Employees throughout their careers at NIST.
- D. The Parties acknowledge that work-life balance is important to the success of the Agency and the well-being of Employees.
- E. The Parties will work together in good faith, governed by honesty, reason, and mutual respect.

**ARTICLE 1**  
**Exclusive Recognition and Coverage**

**Section 1. Recognition**

The International Association of Fire Fighters, Local F-161 (AFL-CIO) is recognized as the exclusive representative of the bargaining unit as identified in the Certification of Representative issued by the United States Department of Labor, Labor-Management Services Administration, dated June 22, 1973.

- A. Description of Bargaining Unit: The bargaining unit is composed of all non-supervisory, non-professional (ZS) Fire Fighters employed at the National Institute of Standards and Technology in the Washington, D.C. metropolitan area.
- B. The Employer recognizes the Union's rights and duties associated with representing the interests of all Employees in accordance with 5 U.S.C. §7114.
- C. The terms and conditions of this Agreement apply only to Employees in the bargaining unit (hereafter identified as **Employees**).

**Section 2. Bargaining Unit Coverage**

All Employees, regardless of their Union membership, are covered by the provisions of this Agreement.

**Section 3.** The Employer agrees to make copies of this Agreement available to the Union in electronic format.

**ARTICLE 2**  
**Administration of This Agreement**

In the administration of all matters covered by this Agreement, the Parties and employees are governed by the following:

- A. Existing and future laws;
- B. Current and future Government-wide rules and regulations (implementing 5 U.S.C Section 2302);
- C. Existing and future Department of Commerce and NIST policies and procedures. This does not relieve the Employer from bargaining over conditions of employment consistent with the Statute, 5 U.S.C. §7103(14); and further,
- D. The Parties agree that this Agreement supersedes all other outstanding agreements and past practices except as otherwise specified in this Agreement.

**ARTICLE 3**  
**Management Rights**

**Section 1.** Consistent with §7106 of the Statute, nothing in this Agreement shall affect the authority of any Agency official:

- A. to determine the mission, budget, organization, number of Employees, and internal security practices of the Agency; and
- B. in accordance with applicable laws –
  - 1. to hire, assign, direct, layoff, and retain Employees in the agency or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such Employees;
  - 2. to assign work, make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted;
  - 3. with respect to filling positions, to make selection for appointments from –
    - i. among properly ranked and certified candidates for promotion; or
    - ii. any other appropriate source; and
  - 4. take whatever actions may be necessary to carry out the Agency mission during emergencies.

**Section 2.** The Parties may negotiate:

- A. at the election of the Agency, on the numbers, types, and grades of Employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
- B. procedures which management officials of the Agency will observe in exercising any authority under §7106 of the Statute; or
- C. appropriate arrangements for Employees adversely affected by the exercise of any authority under this section by such management officials.

## **ARTICLE 4 Employee Rights**

### **Section 1. General**

Each Employee shall have the right to form, join or assist the Union 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 this right. Except as otherwise provided in the Statute, such right includes the right:

- A. to act for the Union in the capacity of a representative and the right, in that capacity, to present the views of the Union to the Employer and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities; and,
- B. to engage in collective bargaining with respect to conditions of employment through representatives chosen by Employees under Chapter 71 of the Statute.

### **Section 2. Union Membership**

Although all Employees are covered in the bargaining unit, nothing in this Agreement shall require an Employee to become or remain a member of the Union, or to pay dues to the Union.

### **Section 3. Discrimination**

- A. No Employee shall be discriminated against by the Union or the Employer or denied membership by the Union because of race, color, creed, national origin, sex, age, preferential or non-preferential civil service status, political affiliation, marital status, or handicapping condition (5 U.S.C. § 7103(4)(A)).
- B. No Employee shall be discriminated against because of membership or non-membership in the Union or due to a member's active participation in the Union.

### **Section 4. Choice of Representation**

Employees have the right to file a grievance on their own behalf under the provisions of the grievance procedure contained in this Agreement.

### **Section 5. Representation During Investigatory Examination (Weingarten Rights)**

In accordance with 5 U.S.C. § 7114(a)(2)(B) of the Statute, an Employee has the right to Union representation at any examination of him or her by the Agency in connection with an investigation if: (1) the Employee reasonably believes that the examination may result in disciplinary action against the Employee; and (2) the Employee requests Union representation.



## **ARTICLE 5 Union Rights**

### **Section 1. Exclusive Representative**

The Union is the exclusive representative of the Employees and is entitled to act for and represent the interests of all Employees regardless of Union membership.

### **Section 2. Employee Union Representatives**

- A. The Employer will recognize up to four (4) Employee Union representatives who will be granted official time if otherwise in a duty status to perform their representational duties as provided for in the Statute.
- B. The Union will provide the Employer's Labor Relations Program Manager (LRPM) and the NIST Fire Chief with a written roster of Union representatives (both NIST Employees and non-NIST Employees):
  - 1. Within 30 days of signing this Agreement;
  - 2. Within 30 days of any subsequent changes in the roster, e.g., change in representative, change in contact information of any representative, etc.
- C. The roster will contain the names of all Union representatives, and each representative's Union title, duty station address, telephone number, e-mail address and any special assignments or duties of the representative, e.g., Union signatory for payroll dues deductions.
- D. The Parties also recognize that Union representatives, when not engaged in authorized labor-management activities on official time, are expected to accomplish the duties of their regularly assigned positions.
- E. Union officials (elected and designated) shall be granted the amount of official time which is reasonable and necessary to perform representational functions. However, Union officers are required to obtain approval from their supervisor prior to leaving their assigned duties to engage in activities as a union representative. The supervisor will be advised when the union representative returns to duty. The supervisor will have the authority to have union representatives called back to duty.

### **Section 3. Information Requests**

- A. Consistent with the Statute, the Union may request information to the extent not prohibited by law, that:
  - 1. is normally maintained by the Agency in the regular course of business;

2. is reasonably available and necessary for full and proper discussion, understanding and negotiation of subjects within the scope of collective bargaining; and
  3. does not constitute guidance, advice, counsel, or training provided for Management relating to collective bargaining
- B. Each request must be made in writing to the LRPM with a copy to management. Consistent with section 7114(b)(4) of the Statute, the Union must establish a particularized need for the requested information by articulating, with specificity, why it needs the requested information, including the uses to which the Union will put the information and the connection between those uses and the Union's representational responsibilities under the Statute. The request must be sufficient to permit the Employer to make a reasoned judgment as to whether the information must be disclosed under the Statute.
- C. The Union agrees to honor all requests for clarification or relevance. The Employer will make a good faith effort to provide requested information within twenty-five days of receipt of the request (or from the date when all requests for clarification or relevance have been resolved to the Parties satisfaction). If the Employer is unable to provide the information within the time specified, it will notify the Union in writing of the reason for the delay and the expected response date.

**Section 4. Participation in Investigatory Proceedings (Weingarten Rights)**

Consistent with 5 U.S.C. § 7114(a)(2)(B), the Union shall be given an opportunity to be present at any examination of an Employee by a representative of the Employer in connection with an investigation if: (1) the Employee reasonably believes that the examination may result in disciplinary action against him/her; and (2) the Employee requests representation (also known as Weingarten Rights).

**Section 6. Formal Discussion**

The Union shall be given the opportunity to be represented at any formal discussion between one (1) or more representatives of the Employer and one (1) or more Employee(s) or their representatives concerning any grievance or any personnel policy or practice or other general conditions of employment.

**Section 7. Communication**

Employer notifications regarding labor management matters will be presented to the local Union president, unless otherwise notified by the Union.

**ARTICLE 6**  
**Unfair Labor Practices**

**Section 1. Employer Obligations**

Consistent with § 7116 of the Statute, the Employer shall not:

- A. interfere with, restrain, or coerce an Employee in the exercise by the Employee of any right assured by Chapter 71 of the Statute;
- B. encourage or discourage membership in a labor organization by discrimination in connection with hiring, tenure, promotion, or other conditions of employment;
- C. sponsor, control, or otherwise assist any labor organization, other than to furnish, upon request, customary and routine services and facilities if the services and facilities are also furnished on an impartial basis to other labor organizations having equivalent status;
- D. discipline or otherwise discriminate against an Employee because the Employee has filed a complaint, affidavit, or petition, or has given information or testimony under the Chapter 71 of the Statute;
- E. refuse to consult or negotiate in good faith with a labor organization as required by the Chapter 71 of the Statute;
- F. fail or refuse to cooperate in impasse procedures and impasse decisions as required by Chapter 71 of the Statute;
- G. enforce any rule or regulation (other than a rule or regulation implementing section 2302 of Title 5 of the U.S. C.) which is in conflict with any applicable collective bargaining agreement if the agreement was in effect before the date the rule or regulation was prescribed; or
- H. otherwise fail or refuse to comply with any provision of Chapter 71 of the Statute.

**Section 2. Union Obligations**

Consistent with § 7116 of the Statute, the Union shall not:

- A. interfere with, restrain, or coerce any Employee in the exercise by the Employee of any right under Chapter 71 of the Statute;
- B. cause or attempt to cause the Agency to discriminate against any Employee in the exercise by the Employee of any right under Chapter 71 of the Statute;

- C. coerce, discipline, fine, or attempt to coerce a member of the labor organization as punishment, reprisal, or for the purpose of hindering or impeding the member's work performance or productivity as an Employee or the discharge of the member's duties as an Employee;
- D. discriminate against an Employee with regard to the terms or conditions of membership in the labor organization on the basis of race, color, creed, national origin, sex, age, preferential or non-preferential civil service status, political affiliation, marital status, or handicapping condition;
- E. refuse to consult or negotiate in good faith with the Agency as required by the Chapter 71 of the Statute;
- F. fail or refuse to cooperate in impasse procedures and impasse decisions as required by Chapter 71 of the Statute;
- G. (A) call, or participate in, a strike, work stoppage, or slowdown, or picketing of the Agency in a labor-management dispute if such picketing interferes with the Agency's operations, or (B) condone any activity described in (G)(A) by failing to take action to prevent or stop such activity; or
- H. otherwise fail or refuse to comply with any provision of Chapter 71 of the Statute.

**ARTICLE 7**  
**Equal Employment Opportunity**

**Section 1.** The Parties agree that they will work cooperatively to ensure that Employees have equal employment opportunities and that no Employee is discriminated against on the basis of his or her race, religion, national origin, color, sex, age (if 40 years of age or older), sexual orientation, gender identity, genetic information, and/or physical or mental disability as well as retaliation for participating in protected EEO activity.

**Section 2.** The Union agrees to become a positive force in promoting the equal employment opportunity program with the Employer in the development and implementation of ideas and programs to further equal employment opportunities and achievements.

## **ARTICLE 8**

### **Position Classification**

#### **Section 1. General**

Employees may consult with their supervisors regarding the classification of their positions where they perceive such classification to be inaccurate or otherwise inappropriate. It is understood that Employees have the right to contest their position classification without fear of penalty or reprisal.

#### **Section 2. Position Classification Appeals**

If an Employee seeks to contest his or her position classification, he or she may file a classification appeal in accordance with NIST's Alternate Personnel Management System (APMS) classification appeal procedures or he or she may file a grievance under the negotiated grievance procedure. The Employee may be represented by or seek assistance from the Union in preparing a grievance or appeal contesting his or her position classification.

A grievance over the classification of a position which does not result in the reduction in grade or pay of the Employee is barred by 5 U.S.C. § 7121(c)(5).

## **ARTICLE 9**

### **Hours of Duty**

#### **Section 1. General**

Consistent with Federal laws, rules and regulations, as well as Department of Commerce and NIST policies, the Parties agree to utilize the work schedule described in Section 2 of this Article.

While the provisions of this Article will generally govern work schedules, management reserves the right to alter work schedules consistent with workload and operational needs.

#### **Section 2. Work schedule**

The Parties agree that Employees will work the following alternate work schedule: “48 hours on/72 hours off”. This consists of a tour-of-duty rotation of a 48-hour shift, 72 hours off work, a 48-hour shift, 72 hours off work, a 48-hour shift, and finally, 48 hours off work, totaling 144 work hours for each Employee per pay period.

The work shift is from 07:00 to 07:00.

#### **Section 3. Work Group Selection**

- A. The Employer will assign each Employee to a specific group (Work Group).
- B. Prior to the Employer assigning Employees to Work Groups, each Employee will receive the opportunity to identify one or more Work Groups to which he or she seeks to be assigned. Subject to workload and operational needs as determined by the Employer, the Employer will make Work Group selections according to Employee seniority. Seniority is defined by length of service at NIST; i.e., subject to operational needs, the Employee with seniority will receive his or her first choice of Work Group.
- C. If an Employee does not receive one of his or her first three Work Group choices, if he or she has not already done so, he or she will receive the opportunity to submit additional choices.
- D. If a vacancy in a Work Group becomes available, an Employee seeking to transfer to such Work Group must submit a written letter within 30 days of the opening of the vacancy to the Fire Chief 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 service computation date based on NIST employment.

#### **Section 4. Standby**

When scheduled for duty but not performing actual work, the Employee will be on standby status. Employees on standby status must be immediately available to respond to emergency calls and perform other duties as needed.

#### **Section 5. Trade Time**

- A. An Employee may trade his or her assigned tour of duty in whole or part with another Employee as long as: (1) the initial trade and “pay back” (i.e., the shift the requesting Employee must perform to make the trade) are scheduled and completed within the same pay period, and (2) the traded time is hour-for-hour. Trading time is voluntary. Time and attendance records will reflect actual schedule worked.
- B. The Office in Charge (OIC) has the authority to grant an exception to the rule set forth in subsection (A) above for extenuating circumstances.
- C. To trade time, the two Employees seeking to trade time must submit a signed, written request to the supervisor at least 24 hours before any time is traded.

#### **Section 6. Temporary Work Schedule Changes**

Management reserves the right to make temporary changes to Work Group schedules in accordance with its rights under the 5 U.S.C. § 7106.

Before finalizing any changes to work schedules pursuant to this Section, the Fire Chief (or designee) will give a copy of the changes to the Union which will have an opportunity to provide input on such changes.

#### **Section 7. Minimum Staffing**

- A. The minimum daily staffing level for the NIST Fire Department is five (5) Employees on duty at all times. This includes weekends and holidays. This staffing level may result in required overtime when special events are scheduled on a weekend or holiday and as otherwise described in this Section.
- B. Employees who are on duty and are attending training or are assigned details will count toward the minimum daily staffing level.
- C. Employees on light or limited duty status will count towards the minimum daily staffing level.
  - 1. Full duty Employees will normally not be held over their shift for overtime for the reason that a light/limited duty Employee is working unless there are less than four (4) full duty Employees during a work shift defined in Section 2.



2. Except where management has approved a request for leave in advance, normally 2 weeks' notice, light/limited duty Employees will not be utilized for the purpose of granting annual leave for other Employees.
3. Where possible, management will utilize light/limited duty Employees in other work assignments, such as dispatch operations, while on duty.
4. When management utilizes light/limited duty Employees, the engine company will be placed out of service for mutual aid responses. This is to maintain the normal level of staffing for the NIST campus. The ambulance will remain in service.

**Section 8.** Early Relief

Pursuant to 29 CFR 553.225, it is common practice among Employees engaged in fire protection activities to relieve employees on the previous shift prior to the scheduled starting time. The Employer agrees to support the practice of early relief of up to one (1) hour, wherein Employees may relieve another Employee on the previous shift or tour of duty prior to the scheduled starting time. Such early relief may occur pursuant to Employee agreement whether expressed or implied. Consistent with regulation, this practice will not have the effect of increasing or decreasing the number of compensable hours of work, over a period of time, where it is voluntary on the part of the bargaining unit employees. Employees reporting in on Early Relief will be required to report to the immediate supervisor on duty with the Employee being relieved.

## **ARTICLE 10**

### **Overtime**

#### **Section 1. General**

The Employer will pay overtime in accordance with applicable laws and regulations. The Employer will generally schedule and assign overtime in conformance with the following guidelines. However, given the possibility of unforeseen circumstances, the Employer retains full discretion over the scheduling and assignment of overtime and may deviate from the procedures below where business needs require such deviation.

#### **Section 2. Overtime Roster**

The Employer will use a rotating roster for offering overtime in accordance with the procedures below. The Parties agree to use the current overtime roster in place at the time of this agreement. New Employees will be added to the bottom of the list.

#### **Section 3. Overtime Procedure**

- A. When overtime work is required, management will assign the on-duty Employee that is going off-duty and is not scheduled for approved annual leave and is nearest the top of the overtime roster the overtime work. If the Employee is unable to perform the overtime assignment, it is the Employee's responsibility to find another Employee (substitute) to work the overtime they have been assigned.
  - a. The on-duty Employee nearest the top of the overtime roster will not be permitted to receive early relief unless he or she has arranged for another Employee (substitute) to assume mandatory overtime should it become necessary.
- B. Once any Employee works mandatory overtime for the duration of at least two (2) hours, his or her name will rotate to the bottom of the overtime roster.
- C. Subject to business needs, management will not require an Employee to remain on duty for a period greater than 72 consecutive hours.
- D. Employees performing overtime will only receive overtime compensation for the overtime hours actually worked.

All substitutions described herein are subject to management approval.

#### **Section 4. Call-back Overtime**

Call-back overtime is irregular or occasional overtime work performed by an Employee on a day when the Employee was not previously scheduled to work, or at a time which requires the

Employee to return to the place of employment from an off-duty status. Call-back overtime work is deemed not less than two (2) hours in duration for pay purposes.

When call-back overtime is necessary, management will call the off-duty Employee that is nearest the top of the overtime roster to report for duty. The Employee must report for duty within two (2) hours of receiving the call-back. Should the Employee be unable to report for the overtime assignment, it is the Employee's responsibility to find a substitute within the established timeframe (2 hours). If the Employee is unable to find a substitute, the Employee is expected to report for call-back overtime.

## **ARTICLE 11**

### **Annual Leave**

#### **Section 1.** Leave accrual

Employees shall earn annual leave in accordance with applicable laws and regulations as well as implementing NIST policy and directives.

#### **Section 2.** Leave approval

The Parties understand that the scheduling of annual leave is subject to supervisory approval. In determining whether leave will be approved for time and dates requested, management will consider mission, workload, and staffing requirements, as well as emergencies or exigent circumstances, when necessary. This may result in the cancellation of leave that was previously approved.

#### **Section 3.** Leave requesting procedures

- A. It is the Employee's responsibility to notify Management of their need to be absent and to request leave. Employee may not have other people request leave on their behalf.
- B. Employees will submit requests for annual leave in advance.
- C. Yearly Leave Scheduling. For leave requests of two or more consecutive work shifts, the following applies:
  - 1. The Employer will normally post the next year's schedule for review by Employees between December 1 to 20. By December 20 (unless the Employer instructs otherwise), Employees may submit requests for leave of two or more consecutive work shifts to be taken the following leave year.
  - 2. The Fire Chief shall compile all leave requests on a list, including the requestor's name and leave date requested. Length of leave request, date of leave request, or rank shall not be used as the sole determining factor in scheduling conflicting vacation dates. In case of a conflict, the final decision will be made by the Fire Chief based on NIST service computation date.
  - 3. The Employer will normally post the approved leave roster by December 30.
  - 4. Leave requests submitted after December 20 will be considered on a first-come, first-serve basis, subject to business needs.
- D. Holiday Leave. Leave requests for the following time frames will be considered separately:

Thanksgiving, Christmas Eve (December 24), and Christmas Day (December 25). Subject to business needs, management will approve leave requests for these days in order of Employee seniority. Employee may obtain leave for only one of these three days

in a year. If an Employee is awarded leave on any of these days by invoking seniority privilege, his or her name will rotate to the bottom of the Employee roster (for these days).

- E. If management has approved an Employee's leave request and the Employee later decides not to take all or part of such leave, the Employee must notify the OIC via phone at least two (2) hours prior to the beginning of the shift he or she initially requested leave for but now intends to work.
- F. **Unscheduled annual leave.** Requests for unscheduled annual leave must be made at least two (2) hours prior to the start of the Employee's shift on the date requested. Requests for unscheduled leave will be considered on an individual basis.

#### **Section 4. Documentation**

Employer may request documentation to support a request for annual leave, particularly if the request is unscheduled. If documentation is requested, Employee must present documentation to their supervisor immediately upon their return to work.

## **ARTICLE 12**

### **Sick Leave**

#### **Section 1. Leave accrual**

Sick leave shall be earned and administered in accordance with applicable law and regulations as well as implementing NIST policy and directives.

#### **Section 2. Leave requesting procedures**

- A. It is the Employees' responsibility to notify Management of their need to be absent and to request leave. Under normal circumstances, Employees may not have other people request leave on their behalf.
- B. Employees will submit requests for sick leave for the purposes of scheduled/routine medical, dental, or optical examinations in advance.
- C. **Unscheduled sick leave.** Requests for unscheduled sick leave must be made at least two (2) hours prior to the start of the Employee's shift on the date requested. Unless the Employer has approved sick leave for a specified extended period, the Employee must call in at least two (2) hours prior to the start of the shift for each additional scheduled work shift during which he or she will need sick leave.

#### **Section 3. Documentation**

Employer may request administratively acceptable documentation to support a request for sick leave. Employer may accept an Employee's certification as administratively acceptable evidence to support a sick leave request. However, for an absence lasting more than 72 hours, or for a lesser period when determined necessary by the Employee's supervisor, Employer may also require a medical certificate or other administratively acceptable evidence as to support Employee's absence.

If Employer requires a medical certificate for an absence that is less than 72 hours, the supervisor will notify the Employee of the need for medical documentation as soon as possible.

If documentation is requested, Employee must present documentation to their supervisor immediately upon their return to work. If Employee is expected to be absent for an extended period, documentation must be provided within 15 calendar days of the date of the supervisor's request. If, due to circumstances beyond Employee's control, Employee is unable to provide medical documentation within 15 calendar days, Employee must provide the documentation within a reasonable period, but not later than 30 days after the date of the supervisor's request. An Employee who does not provide the required documentation within the specified time may not be entitled to sick leave.

In all instances, it is incumbent upon leave-approving officials to determine that the circumstances of the absence justify approval of sick leave.

## **ARTICLE 13**

### **Voting Leave**

#### **Section 1. General**

Employees scheduled to work on any election day who are eligible to vote in such election shall be granted time off to vote consistent with Agency policies and regulations.

#### **Section 2. Procedures**

Employees who seek leave to vote must request leave at least one (1) week prior to the election date. If management approves the request for leave, the Employee (unless otherwise permitted by management) will take such leave at the beginning of the work shift during which the leave is approved. It is expected that Employees will use the least amount of time necessary to vote. In most cases, this should not exceed two (2) hours.



**ARTICLE 14**  
**Parking**

Employer agrees to provide adequate and free parking. To the extent possible, the parking lot(s) designated for Employee use will be the one or ones that offer the least distance to walk outside to the fire station.

## **ARTICLE 15**

### **Training**

#### **Section 1. Mandatory Training**

As determined by the Fire Chief, Employees may be required to participate in training courses directly related to their duties. When the Employee is required to take training, the Employer will pay all fees, tuition, and related expenses as authorized by applicable laws and regulations. Time spent in required training will be considered hours worked.

#### **Section 2. Professional Development**

Work schedule, manpower requirements, and budget permitting, the Employer agrees to assist Employees in increasing their skills and furthering their education by allowing voluntary participation in job related training programs. Assistance rendered by the Employer may include the payment of fees, tuition, official time, and other related expenses as authorized by applicable laws and regulations.

**ARTICLE 16**  
**Promotions**

Promotions will comply with the NIST Merit Assignment Plan.

## **ARTICLE 17**

### **Uniforms**

#### **Section 1. “Class B” Uniform**

The Class B uniform consists of dark navy-blue pants, dark navy-blue button-up shirt, plain black safety shoes, blue or black or white socks, and black belt with a plain buckle. Undershirt may be dark navy blue or white. The Employee will have the option of wearing a long or short sleeve button-up shirt. Employee shall wear Class B uniform during normal duty hours. In addition, the OIC may require that Class B uniforms be worn after normal campus work hours, on weekends, or on holidays when conducting official business.

All personnel will be required to have six (6) serviceable sets of uniforms at all times. These sets may include the optional polo-type shirt (described in Section 4. below) or standard button-up shirts, and pants. At least two (2) complete Class B uniforms with button-up shirts must be kept in Employee’s locker/station at all times. Determination of serviceability (of uniform) rests with the OIC.

#### **Section 2. Optional Attire**

- A. Optional “Polo Style” Shirt. Employees may wear, either as part of their Class B Uniform (see Section 1 above) or with shorts (see subsection E. below), a dark navy-blue polo style shirt with a collar. The polo style shirt will be embroidered with the NIST Fire Department patch on the left side of the front of the shirt, chest height, and the Employee’s name on the right side of the front of the shirt, chest height. The name will either be the full name of the Employee or the first initial of the first name followed by the last name. The rank or title of the Employee will be immediately below the name.
- B. Optional Button-down Shirt. Employees may wear, either as part of their Class B Uniform (see Section 1 above) or with shorts (see subsection E. below), a dark navy-blue button-down shirt with a collar. The button-down shirt will be embroidered with the NIST Fire Department patch on the left side of the front of the shirt, chest height, and the Employee’s name on the right side of the front of the shirt, chest height. The name will either be the full name of the Employee or the first initial of the first name followed by the last name. The rank or title of the Employee will be immediately below the name. Alternatively, the NIST Fire Department patch may be on the left sleeve, with the Employee’s rank on the left side of the front of the shirt, chest height.
- C. Optional Sweatshirt/Job Shirt. Sweatshirt/job shirts are permissible given the following criteria:
  - 1. Dark navy-blue
  - 2. Embroidered or screen-printed insignia/name as identified in subsection A. above.
- D. Optional hats/t-shirts/physical fitness attire. Hats (baseball or knit style)/t-shirts/physical fitness attire are permissible given the following criteria:
  - A. Dark navy-blue

B. Insignia must be approved by Fire Chief or designee.

T-shirts/fitness attire worn during normal duty hours are at the discretion of the OIC.

E. Optional Shorts. Uniform criteria will comply with Class B uniform in Section 2 except that:

1. Shorts design: Battle Dress Uniform (BDU)/Tactical type, dark navy-blue.
2. Shoes: Black safety athletic work shoes or safety black short (six-inch) boot. All athletic work shoes must be approved by the Fire Chief.
3. Socks: Black socks shall be worn with shorts. Socks shall not extend up the leg beyond 6 inches measured from the floor.

Shorts shall not be worn to official meetings, ceremonies or any other events as determined by the OIC. Shorts shall not be worn when performing site visits to any construction site on the NIST campus. Shorts shall not be worn in buildings that would require full leg protection or as deemed necessary by the OIC.

Employees experiencing any injury/illness or condition in which the skin surface is broken (i.e., poison ivy, lacerations, dermatitis, etc.) shall not wear the uniform shorts until the injury or condition has healed.

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 OIC.

### **Section 3. Employer-provided Items**

The Employer will supply the following: collar pins, shirt patches, winter coats, lightweight jacket with zip in/out lining, and all PPE, excluding shoes. The Employee must return all Employer-provided items to the Employer upon separation from the NIST Fire Department. All gear shall be of proper size to fit Employee; it will also conform and be up-to-date with Occupational Safety and Health Administration (OSHA) and National Fire Protection Association (NFPA) standards.

The Employer shall investigate any complaints raised to management regarding discrepancies found in an Employee's PPE.

### **Section 4. Uniform Allowance**

Employees shall receive the maximum uniform allowance in accordance to 5 U.S.C 5902 to help defray the cost of their uniforms.

Employees on board during the first quarter of the fiscal year will receive the full amount of the allowance; those entering on duty during the second quarter on the fiscal year will receive 3/4 of the allowance; those entering on duty during the third quarter of the fiscal year will receive 1/2 of the allowance; and those entering on duty during the fourth quarter of the fiscal year will receive 1/4 of the allowance.

## **Section 5. Shoe Allowance**

The Employer will provide Employees with a shoe allowance of \$300 annually for safety shoes. Safety shoes for Employees will comply and meet the standards of ANSI, NFPA, and OSHA.

## **Section 6. Personally-owned Leather Helmets**

Employees may use their personally owned leather helmets while on duty under the following conditions:

- A. Helmets must be yellow for Firefighters, white for Officers.
- B. Helmet must meet all Federal and Agency regulations as well as OSHA and NFPA guidelines.
- C. Helmet front must have the company "53" label/identification on the shield of the helmet and must be approved by Employer prior to wearing it in the performance of duty.
- D. Helmets must be approved by the Fire Chief, or designee, before initial use during duty hours.
- E. Employees must maintain possession of their NIST-issued helmet and have it readily available.
- F. Employer has the right to inspect NIST-issued and approved personally-owned leather helmets any time.
- G. Employer will not be responsible for damage to or replacement or repair of personally-owned leather helmets.
- H. Any helmet is deemed unsafe by Employer will be removed from service.
- I. Employee is responsible for the purchase and maintenance of his or her personally-owned leather helmet.

Use of personally-owned leather helmet is optional.

## **Section 7. Grooming**

Employees will present a neat, clean and professional appearance.

- A. Facial Hair. In accordance with 29 CFR 1910.134(g)(1)(i)(A), facial hair that comes between the sealing surface of the facepiece and the face or that interferes with valve function will not be permitted.

- B. Tattoos may be displayed on duty but must not have lewd or offensive indelible marks or figures visible.

**Section 8. Union Insignia**

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

The IAFF logo may be added to approved t-shirts, polo shirts, hats and jackets at the Employee's choosing and expense.

**ARTICLE 18**  
**Deduction of Union Dues**

**Section 1. General**

Employees who wish to become members of the Union may authorize the deduction of union dues from their pay under 5 U.S.C. § 7115. Union dues are the regular, periodic monetary amounts (i.e., allotments) required to maintain an employee member in good standing in his or her Union.

**Section 2. Criteria for Union Dues Deduction**

Union dues will be deducted by the Employer from an Employee's pay beginning with the first bi-weekly pay period after the following conditions have been met:

- A. A determination by the Chief Steward that the Employee is a member in good standing in the Union.
- B. The Employee's earnings, after all other legal and required deductions, are regularly sufficient to cover the authorized payment/allotment.
- C. That by completing the Employee section and signing the Standard Form (SF-)1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues, and submitting it to the Union, the Employee has voluntarily authorized such an allotment. The Employee may have only one dues allotment in effect at any given time.
- D. The Chief Steward has certified the amount of bi-weekly dues to be withheld and has signed Section A of SF-1187.
- E. The Union has submitted the signed and completed SF-1187 to the Employer's LRPM.

**Section 3. Employer Responsibility (SF-1187)**

The Employer will:

- A. deduct specified union dues from the pay of eligible Employees in accordance with applicable laws and regulations that authorize such deductions and the provisions of this Agreement.
- B. process the Employee's request to deduct specified union dues from an eligible Employee's pay, absent exigent circumstances, beginning with the first bi-weekly pay period after the above conditions have been met and once the completed and signed



SF-1187 has been received, and reviewed, by the Employer's Human Resources Office.

**Section 4. Union Responsibilities (SF-1187)**

The Union is responsible for:

- A. providing the SF-1187 to the Employees covered by this Agreement.
- B. informing and instructing the Employees on the program for allotments for payment of union dues, its voluntary nature, and the uses and availability of the applicable forms.
- C. submitting the signed, completed SF-1187 to the LRPM.

**Section 5. Transfer of Union Dues to Union**

Absent exigent circumstances, the Employer will transmit the funds electronically to the Union on or around the employee's official pay date.

**Section 6. Change in Dues Withholding Amount**

If the union dues amount changes, the Union will notify the LRPM of such change in writing, on the Union's official letterhead and include the following information:

- A. Union affiliation;
- B. Amount of dues to be deducted bi-weekly;
- C. The proposed effective date of the change; and
- D. Name, signature and date of the authorized union official.

When all required documentation is submitted, reviewed and concurred with by the LRPM, the Employer's Human Resources Office will process the newly certified withholding amount within 30 business days, absent exigent circumstances. The LRPM will notify the Union of any delay(s), reason(s), and anticipated effective date.

It is the responsibility of the Union to assure that each employee who has authorized an allotment is informed of any change in the allotment.

A later effective date may be established if requested by the Union in the notice of change. Changes in the union dues amount may not be more than twice each calendar year.

**Section 7. Termination of Union Dues Allotment**

An Employee's voluntary allotment for the payment of union dues will normally be terminated within 30 business days in which any of the following occur:

- A. The agreement between the Employer and the Union ceases to be applicable to the Employee, i.e., the Union ceases to have exclusive recognition; the Employee is separated by retirement, reassignment, promotion to a position outside the bargaining unit, resignation, death.
- B. Receipt of a written notice from the Union to the LRPM that the Employee has been suspended, terminated/expelled or has ceased to be a member in good standing of his/her local union. The Union is responsible for promptly notifying the LRPM of such action.
- C. The Employee is placed in a non-pay status. Such deductions will be made in accordance with Section 8 of this Article.
- D. The Employee submits a signed, completed SF-1188, Cancellation of Payroll Deductions for Labor Organization Dues, to the LRPM. An SF-1188 may only be honored once a year on the anniversary of the date the Employee was authorized by the Union to join the Union (i.e., the date the Union signed the SF-1187, Section A). Such a request can only be submitted to the LRPM two (2) weeks prior to anniversary date. Employees have the responsibility to ensure their written revocation is received by the LRPM in a timely manner.

#### **Section 8. Non-Payment of Union Dues**

When an Employee is in a non-pay status for the entire pay period, no withholding from future earnings will be made to cover that pay period. In the case of an Employee who is in a non-pay status for only a part of such pay period, and the earnings are not sufficient to cover the full withholding, no deduction will be made. In this connection, all other legal and required deductions have priority over deductions for union dues.

When an Employee's timecard was submitted after NIST's deadline for the submission of timecards to the National Finance Center (NFC) and has resulted in a manual payment, NFC and NIST do not withhold funds for union dues or other optional deductions. Payments to the union would be the Employee's responsibility.

#### **Section 9. Errors in Union Dues Deductions**

If a questionable deduction for union dues was made, the Employee will follow normal payroll inquiry procedures regarding this deduction. The Human Resources Office will recheck the amount authorized by the Employee on his/her SF-1187. If the amount in the payroll master record is incorrect, the Employee will submit a corrected SF-1187, in accordance with Section 2 of this Article. Retroactive adjustments of union dues are a matter to be settled between the Employee and the Union.

**ARTICLE 19**  
**Reduction-In-Force (RIF)**

**Section 1. General**

The Parties recognize that Employees may be adversely affected by Reduction-in-Force (RIF). The Employer will consider available alternatives to RIF such as attrition, reassignment, furlough, hiring freeze, and early retirement, where available.

RIFs will be conducted in accordance with applicable laws and regulations.

**Section 2. Union Notification**

The Employer will notify the Union, in writing, as far in advance as possible of the decision to conduct a RIF where Employees may be adversely impacted.

The Union will be afforded an opportunity to submit its views and recommendations concerning the proposed RIF.

**ARTICLE 20**  
**Health, Morale, and Welfare**

**Section 1. Living Space**

The Employer will provide and maintain living spaces for Employees while on duty, to include a cooking stove, refrigerator, TV, and beds equipped with mattresses and linen.

The Employer agrees that living quarters space allocated in the fire station is for the use and benefit of fire department personnel. These areas will normally not be used as public facilities, except in emergency situations.

**Section 2. Maintenance**

Employees are responsible for seeing that the fire station is clean and orderly. Engine rooms and work areas are to be swept and/or washed down routinely or as needed. Employees will keep their persons, uniforms, beds, and lockers in a neat and clean condition.

**Section 3. Safety and Welfare**

To ensure safety in the workplace, Employees will conduct themselves appropriately to minimize safety issues or hazards. Horseplay is not permitted.

The Employer agrees that when the outside temperature reaches 95° F, non-emergency outdoor activities will be postponed for Employees.

**Section 4. Physical Training (PT)**

The Employer agrees to provide one (1) hour of PT time to Employees. PT may be done at the Employee's desire however; the Employee will be ready at all times to respond to any emergency or management request.

**ARTICLE 21**  
**Travel**

**Section 1.** Employees will be transported or reimbursed by the Employer in accordance with applicable regulations for all work-related travel.

**Section 2.** The Employer will provide Employees with transportation from the Fire Station and NIST fixed posts while on duty.

**Section 3.** The Employer agrees that for any training approved by management, a Government-owned vehicle (GOV) will be provided, if one is available, and if the Employee is on duty.

**ARTICLE 22**  
**Awards for Ideas, Efficiency and Service**

The Employer supports Federal, Departmental and NIST regulations, policy and directives regarding the granting of awards to Employees.

**ARTICLE 23**  
**Emergency Essential**

**Section 1.** All Employees are designated “emergency essential.” Emergency essential Employees are required to remain on duty or report for duty during emergencies when other Employees are generally dismissed. When administrative leave or other excused absence is granted to non-essential NIST staff because of hazardous weather conditions or for other emergency situations, Employees are expected to report for work unless they have been individually notified by their supervisor that they are excused for their work shift.

**Section 2.** An Employee who is scheduled for duty (and is not notified otherwise) will not be excused if he or she fails to report. The Employee may be granted approved leave if he or she has made a reasonable effort to report as determined by the supervisor; otherwise the supervisor may charge the Employee Absent Without Official Leave (AWOL).

## **ARTICLE 24**

### **Union Space**

#### **Section 1. Office Space**

The Employee agrees to provide access to computers, phone, NIST e-mail, and office space for Union Officers.

#### **Section 2. Bulletin Board**

The Employer agrees to provide adequate bulletin board space for posting of Union literature. The Union agrees to regularly review materials which the Union has posted on the board to keep information current and pertinent.



## **ARTICLE 25**

### **Negotiated Grievance Procedure**

#### **Section 1. General**

This Article sets forth the exclusive administrative procedure (Negotiated Grievance Procedure, or NPG) available to Employees, the Union, and the Agency for the processing and disposition of grievances, as defined in this Article.

All time limits specified in this Agreement are binding, except that the Parties may grant each other extensions of such time limits in writing upon request.

#### **Section 2. A grievance under this Agreement means any complaint by:**

- A. Any Employee concerning any matter relating to the employment of the Employee;
- B. The Union concerning any matter relating to the employment of any Employee; or,
- C. Any Employee, the Union, or the Agency concerning:
  - 1. The effect or interpretation, or a claim of breach, of this Agreement; or
  - 2. Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting a condition of employment.

#### **Section 3. Exclusions**

The following matters are excluded from coverage under the NGP:

- A. Any claimed violation of subchapter III of Chapter 73 of Title 5 U.S.C. (relating to prohibited political activities);
- B. Retirement, life insurance, or health insurance;
- C. A suspension or removal under section 7532 of Title 5 U.S.C.;
- D. Any examination, certification, or appointment;
- E. The classification of any position which does not result in a reduction in grade or pay of an Employee;
- F. Non-selection for promotion or competitive placement from a group of properly ranked and certified candidates, if otherwise consistent with law, rule, or regulation;

- G. An action terminating a temporary promotion and returning the Employee to the former position or comparable position from which he/she was temporarily promoted;
- H. The Agency's failure to adopt, or adoption of, a suggestion;
- I. Failure to grant a quality step increase, performance award, or other kind of honorary or discretionary award;
- J. A preliminary warning or notice of a specific action which, if effected, would be covered under the grievance procedure (e.g., a notice of a proposed suspension);
- K. Separation of an Employee serving a: (1) probationary or trial period under an initial appointment, or (2) temporary appointment of up to 1 year.
- L. The content of a performance plan or performance improvement plan.
- M. The content of Department of Commerce and NIST policies, and their implementing orders and/or directives.
- N. Any Employee grievance where there is no personal relief to the grievant; and
- O. Allegations of discrimination based race, religion, national origin, color, sex, age (if 40 years of age or older), sexual orientation, genetic information, and/or physical or mental disability as well as retaliation for participating in protected EEO activity.

**Section 4. Election of Remedy**

Consistent with the Statute, an Employee who seeks to appeal an adverse action may do so in one of several different ways but must elect his or her remedy, i.e., choose the forum in which he or she wants to challenge the action. The Employee may challenge the action in one (but not more than one) of the following forums: the Merit Systems Protection Board (MSPB), the Equal Employment Opportunity Commission (EEOC), the Office of the Special Counsel (see 5 U.S.C. § 7121(g)) or through this Agreement. An Employee shall have exercised his/her option to raise a matter at such time as the Employee timely files a notice of appeal under the applicable appellate procedures, a formal complaint of discrimination with the Agency's Office of Civil Rights, or a grievance in writing in accordance with the NGP, whichever event occurs first.

**Section 5. Grievance Process (Employee):**

- A. Union representation. Only the Employee or a representative designated by the Union may be the representative in a grievance under the NGP. The Employee may present his or her grievance with or without Union representation. If the Employee elects the Union to represent him or her, the Employee must submit a written notice stating that he or she has elected Union representation to the appropriate management official identified in

each Step below. If at any point, the Employee no longer seeks Union representation, the Employee must submit a written notice stating that he or she is no longer being represented by the Union to the appropriate management official at that Step.

In any case where the Employee designates the Union as his or her representative, the Union must have the concurrence of the Employee to proceed to the next grievance step.

- B. Disciplinary/Adverse Actions. Grievances regarding decisions to suspend, demote, or remove an Employee begin at **Step 3** of these procedures.
- C. Time Limits. Failure of the grievant to observe any time limit in the NGP will result in denial of the grievance. Failure of the Employer to observe any time limit in the NGP shall automatically elevate the grievance to the next step. As stated in Section 1, the Parties may grant each other extensions of time limits in the NGP upon request.
- D. Grievance Steps. For the purposes of this subsection (5D), the terms “Employee” and “grievant” refer to the Employee and/or his or her Union representative, as applicable.

**Step 1:** Employees must present their grievance in writing to the Fire Captain (or lowest level management official who can address/resolve the grievance) within 15 days of the act or occurrence giving rise to the grievance or 15 days after the grievant knew or should have known of the act or occurrence giving rise to the grievance. Within such time period, the Employee will orally communicate to the Fire Captain that he or she intends to file a grievance and the basis for the grievance. Within the same time period, the Employee will present the grievance in writing to the Fire Captain.

The grievance must contain the following information:

1. The name(s) of the grievant(s); if there are multiple Employees involved, the names of the Employees, or if the grievance concerns all the Employees of a unit, the name of the unit;
2. A description of the act or occurrence giving rise to the grievance, including the date that the grievant became aware of the act or occurrence, and information to describe the nature of the dispute;
3. If known, the grievant will reference the appropriate contractual provision, law, rule, or regulation alleged to have been misinterpreted, applied incorrectly, or violated;
4. A statement of the remedy sought;
5. Whether the Employee intends to be represented by the Union;
6. If the Union is filing a grievance on behalf of an Employee, it will name the representative and will reference the appropriate contractual provision, law, rule, or regulation alleged to have been misinterpreted, applied incorrectly, or violated;
7. All documents relied upon to support the grievance; and
8. The Employee’s or Union representative’s signature (as applicable) and the date of the grievance.

Within the 15-day time period for submitting a grievance, the Employee may ask the Fire Captain for an opportunity, in addition to providing a written grievance, to present the grievance orally. Within such time period, management may similarly request a meeting with the Employee to discuss the grievance.

The Fire Captain will inform the grievant in writing of his or her decision within 15 days of receipt of the grievance or of any oral presentation of the grievance (whichever date is later). The written decision will include the actions taken to resolve the grievance, any relief granted; or the reason for the denial.

After Step 1, the Employee may not modify or supplement the reasons for the grievance set forth in the Step 1 grievance.

**Step 2:** If the grievant is not satisfied with the Step 1 decision, he or she must submit the grievance to the NIST Fire Chief, in writing, within 10 days of receipt of the Step 1 decision. In addition to the information listed above that the Step 1 grievance must contain, the Step 2 grievance must also contain copies of the Step 1 grievance and management's response.

Within the 10-day time period for submitting a grievance, the Employee may ask the Fire Chief for an opportunity, in addition to providing a written grievance, to present the grievance orally. Within such time period, management may similarly request a meeting with the Employee to discuss the grievance.

The Fire Chief will inform the grievant in writing of his or her decision within 15 days of receipt of the grievance or of any oral presentation of the grievance (whichever date is later). The written decision will include the actions taken to resolve the grievance, any relief granted; or the reason for the denial.

**Step 3:** If the grievant is not satisfied with the Step 2 decision, he or she must submit a grievance to the Division Chief (or equivalent management official), with a copy to the LRPM, within 10 days of receipt of the Step 2 decision.

In addition to the information listed above that the Step 1 grievance must contain, the Step 3 grievance must also contain copies of the Step 1 and Step 2 grievances and management responses.

Within the 10-day time period for submitting a Step 3 grievance, the Employee may ask the Division Chief for an opportunity, in addition to providing a written grievance, to present the grievance orally. Within such time period, management may similarly request a meeting with the Employee to discuss the grievance.

The Division Chief will inform the grievant in writing of his or her decision on the Step 3 grievance within 15 days of receipt of the grievance or of any oral presentation of the grievance (whichever date is later). The written decision will include the actions taken to resolve the grievance, any relief granted; or the reason for the denial.

**Step 4:** If the grievant is not satisfied with the Step 3 decision, the grievant must submit the grievance to the Director of the Operating Unit (OU), with a copy to the LRPM, within 10 days of receipt of the Step 3 decision.

In addition to the information listed above that the Step 1 grievance must contain, the Step 4 grievance must contain copies of the Step 1, 2, and 3 grievances and management responses.

Within the 10-day time period for submitting a Step 4 grievance, the Employee may ask the OU Director for an opportunity, in addition to providing a written grievance, to present the grievance orally. Within such time period, management may similarly request a meeting with the Employee to discuss the grievance.

The OU Director will inform the grievant in writing of his or her decision on the Step 4 grievance within 15 days of receipt of the grievance or of any oral presentation of the grievance (whichever date is later). The written decision will include the actions taken to resolve the grievance, any relief granted; or the reason for the denial.

If the grievant is not satisfied with the Step 4 decision, the matter may be submitted to arbitration by the Union or the Employer within 30 days of receipt of the Step 4 decision. The procedure for arbitration is set forth in Article 26.

#### **Section 6. Grievance Process (Union/Employer)**

The Employer and the Union may also file grievances.

- A. Employer grievance. Within 15 days of the act or occurrence giving rise to the grievance or 15 days after the Employer knew or should have known of the act or occurrence giving rise to the grievance, the LRPM, or designee, shall present the Union with a written grievance. The grievance must include the act or occurrence being grieved; why it is being grieved; and the sought relief.

The Union will provide a written decision to the LRPM within 30 days following receipt of the grievance.

Should the grievance remain unresolved, the Parties may pursue mediation. If the Parties do not pursue mediation or pursue mediation but do not resolve the grievance, the Employer may invoke arbitration in accordance with Article 26, Arbitration.

- B. Union grievance. Within 15 days of the act or occurrence giving rise to the grievance or 15 days after the Union knew or should have known of the act or occurrence giving rise to the grievance, the Union shall present the LRPM with a written grievance. The grievance must include the act or occurrence being grieved; why it is being grieved; and the sought relief.

The LRPM will provide a written decision to the Union within 30 days following receipt of the grievance.

Should the grievance remain unresolved, the Parties may pursue mediation. If the Parties do not pursue mediation or pursue mediation but do not resolve the grievance, the Union may invoke arbitration in accordance with Article 26, Arbitration.

- C. Time Limits. Failure of the Employer/Union to observe any time limit in the NGP will result in denial of the grievance. As stated in Section 1, the Parties may grant each other extensions of time limits in the NGP upon request.
- D. The Parties may bypass the NGP and invoke arbitration directly on the following matters:
  - 1. Questions regarding whether a grievance is on a matter subject to the NGP or arbitration procedure; and
  - 2. Matters regarding grievance coverage or the interpretation of this Article.

## **ARTICLE 26**

### **Arbitration**

#### **Section 1. General**

Consistent with this Agreement and 5 U.S.C. § 7121, the Employer and the Union may invoke arbitration. Bargaining unit Employees may not invoke arbitration.

#### **Section 2. Procedures**

The Union may invoke arbitration by notifying the Employer in writing of its decision to seek arbitration, including identifying the designated representative, within 30 days of receipt of the Step 4 grievance decision; or, if the Employer did not issue a decision, within 30 days of the date on which the Employer should have issued such decision under the NGP.

The Agency may invoke arbitration by notifying the Union in writing of its decision to seek arbitration, including identifying the designated representative, within 30 days of receipt of the final grievance decision or if the Union did not issue a decision, within 30 days of the date on which the Union should have issued such decision under the NGP.

The arbitration proceeding must commence within 45 days after the Parties select the arbitrator and the arbitrator confirms participation unless otherwise agreed to by the Parties in writing.

#### **Section 3. Request for and Selection of Arbitrators**

Within five (5) work days of the date of the notice invoking arbitration, the moving Party will:

- A. inform the Federal Mediation and Conciliation Service (FMCS) that a dispute exists and request a list of seven (7) impartial arbitrators who are qualified by virtue of experience, background, and training to arbitrate grievances in the Federal sector; and,
- B. provide a copy of the request to the other Party simultaneously. Upon receipt of the list of arbitrators from the FMCS, the moving Party shall promptly forward a copy to the nonmoving Party's designated representative.
- C. Within 30 days after receipt of the list from FMCS, the designated representatives of each Party must meet and select an arbitrator, unless the Parties extend the deadline by mutual agreement.

#### **Section 4. Cost, Location and Time**

The arbitration will be held at the Employer's location or at an alternate site agreed to by the Parties. The arbitration will occur during normal business hours, Monday through Friday, except when otherwise agreed to by the Parties in writing.

The moving Party will pay the arbitration fees and expenses, except in cases involving a removal action or an equal employment opportunity (EEO) complaint, where a transcript will be required, in which case management and the Union will share the cost equally.

#### **Section 4. Witnesses**

The moving party, their representative(s), and Employees who are in a duty status and are called as witnesses may be granted regular work time, to the extent necessary, to participate in the arbitration proceedings without loss of pay or charge to annual leave.

The Parties will exchange lists of witnesses at least 30 days prior to the hearing. The Employer shall arrange to release from work those Employee witnesses requested by the Union. The Parties will be granted reasonable time to brief their witnesses. If new witnesses are identified after the witness list submission, such information shall be provided within one (1) business day to the other party. Should the Employer and Union fail to agree on the number or necessity of witnesses, the arbitrator will determine the necessity of the witnesses in dispute.

If the Employer determines that it is not practicable operationally to comply with a request for a witness, the Employer representative will notify the arbitrator and the Union of the reasons for that determination. If, in the arbitrator's judgment, the witness is essential to a full and fair hearing he/she may postpone or continue the hearing until such time as the Employer is able to comply with the witness request.

Each Party may designate no more than two (2) individuals as the Party representative(s) for this proceeding. Additional representatives may participate by mutual agreement. All witnesses shall be sequestered, except for the designated Party representative(s). Witnesses shall not be permitted to observe other testimony or discuss their testimony with other witnesses or potential witnesses prior to the conclusion of the arbitration unless mutually agreed to in writing between the parties.

#### **Section 5. Arbitrator's Authority and Role**

The arbitrator will have authority to interpret this Agreement and to apply it to the particular case under consideration. However, the arbitrator will have no authority to change, modify, alter, delete, or add to the provisions of this Agreement. The arbitrator shall have the authority to make all determinations regarding the ability to grieve or arbitrate the matter.

In matters covered under Title 5 U.S.C. §§ 4303 and 7512 that have been raised under this procedure, an arbitrator shall be governed by 5 U.S.C. § 7701(c)(1) and all applicable laws.

The arbitrator will make an initial ruling on the determination on whether the issue raised is subject to arbitration. If the matter is determined to be arbitrable, then the arbitrator will schedule a hearing on the merits. In each case, the arbitrator will render his/her written decision within 30 days after the conclusion of the arbitration or after submission of the Parties' written briefs (whichever date is later).



The arbitrator's award shall be binding on the parties. However, the Parties may file exceptions to an arbitrator's award with the Federal Labor Relations Authority in accordance with 5 U.S.C. § 7122 and 5 CFR Part 2425.

#### **Sec. 7. Grievability and Arbitrability**

The arbitrator shall have the authority to make all grievability and arbitrability determinations.

- A. Either Party may raise the issue of grievability or arbitrability and require a separate arbitration to address only this issue. The Party raising the preliminary issue must notify the other Party at least seven (7) days prior to the scheduled arbitration that it intends to raise the issue. The arbitrator assigned to the arbitration will determine whether the matter is grievable or arbitrable.
  
- B. The costs of the grievability or arbitrability hearing:
  - 1. When the issue is submitted along with the arbitration on the merits of the case, the costs will be borne as specified above.
  - 2. If a Party raising the issue of grievability/arbitrability of a grievance requests a separate hearing to decide the grievability/arbitrability issue, the Party requesting the separate hearing will bear the entire cost of the grievability/arbitrability hearing.
  - 3. If the Parties mutually agree to a separate hearing on the issue of grievability/arbitrability, the Parties will equally bear the cost of the grievability/arbitrability hearing.

**ARTICLE 27**  
**Smoking**

The Parties agree to abide by applicable Federal laws, rules, regulations, and Agency and NIST policies regarding smoking on NIST premises and in Government- and NIST- owned or leased vehicles.

**ARTICLE 28**  
**Fire Department Vehicle Use**

**Section 1. Vehicle Use**

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 48 consecutive 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. Fire Department Detail**

In the event of a Fire Department death, Employees may utilize apparatus for funeral detail and Department representation.

**ARTICLE 29**  
**Effective Date and Duration of the Agreement**

**Section 1. Effective/Anniversary Date**

This Agreement shall be effective in accordance with 5 U.S.C. § 7114(c)(2) or 31 days after execution if no decision by the agency head review process.

**Section 2. Duration of Agreement**

The Agreement shall remain in effect for a period of three (3) years from the effective date of the Agreement. Thereafter, this Agreement will automatically renew for two (2) year-periods on the anniversary date of this Agreement unless either Party gives notice that it wishes to renegotiate the Agreement under Section 4 of this Article.

**Section 3. Mid-Term Negotiation**

At the midpoint of this Agreement, either Party may reopen up to two (2) Articles of this Agreement. If this occurs, the other Party may also choose up to two (2) Articles to reopen. A Party seeking to reopen Articles must provide notice to the other Party at least 90 days prior to the mid-term of the effective date of this Agreement, together with the proposed ground rules for mid-term negotiations.

**Section 4. Renegotiation**


At least 90 days prior to the expiration of this Agreement, or any year thereafter, if either Party wishes to renegotiate the Agreement, it shall provide notice of its wish to renegotiate in writing. Within 30 days of said notice, the Employer and Union shall meet and commence negotiations. During the negotiations, the current agreement will remain in full force and effect.

**Section 4. Amendment of Agreement**


The Parties may amend this Agreement only by mutual consent and in writing.

In witness whereof, the Parties hereto by their authorized representative have executed this Agreement on this 21st day of February 2018.

For the NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY:

**MARK  
SPURRIER**  Digitally signed by MARK  
SPURRIER  
Date: 2018.02.21  
06:46:41 -05'00'

By: Mark Spurrier  
Management Negotiation Team Member


**GEORGE  
CLARY**  Digitally signed by  
GEORGE CLARY  
Date: 2018.02.21 08:06:41  
-05'00'

By: Cpt. George Clary  
Management Negotiation Team Member

**DAWN ST. HILAIRE**  Digitally signed by  
DAWN ST. HILAIRE  
Date: 2018.02.05  
10:50:56 -05'00'

By: Dawn St. Hilaire  
Chief Management Negotiator


For the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS:

**WILLIAM  
DENELL**  Digitally signed by  
WILLIAM DENELL  
Date: 2018.02.16 16:45:46  
-05'00'

by: William Denell  
President, IAFF, Local F-161

**MARTIN  
NEAL**  Digitally signed by  
MARTIN NEAL  
Date: 2018.02.16  
13:10:55 -05'00'

by:  
Martin Neal  
Union Negotiation Team Member

**LUKE  
PALMER**  Digitally signed by  
LUKE PALMER  
Date: 2018.02.16  
16:38:57 -05'00'

by:  
Luke Palmer  
Union Negotiation Team Member