MEMORANDUM OF UNDERSTANDING

BETWEEN

AMSTA-WV-XO-F and NFFE2109

Subject: Firefighter Supplement to Negotiated Agreement between WVA and NFFE 2109.

The Parties have agreed that the attached supplement to the above referenced agreement will be in effect for the duration of the agreement, which has as its effective 30 October 2007.

_____	_____
Management Spokesperson	Union Spokesperson
Date:_____	Date:_____

Article 14

General Provisions

Section 13

The EMPLOYER agrees that if an employee is seriously injured, becomes seriously ill or succumbs to death while on duty, the WVA Commander, Fire Chief, Assistant Fire Chief and/or their designee shall be responsible for notifying the employee's designated next of kin and the Union president as soon as practicable. It is the employees' responsibility to update his/her emergency contact information as changes occur.

Article 15

Hours of Work in Basic Workweek

Section 9

The Employer agrees that firefighters regularly scheduled tour of duty is 0800 hours to 0800 hours, i.e., 24-hour shifts.

Article 16

Shift Assignments

Section 6

The shifts of the Watervliet Arsenal and Emergency Services Division may be as follows:

A. 48 hours on followed by 72 hours off.
B. 48 hours on followed by 48 hours off.
C. 48 hours on followed by 72 hours off.

Workload permitting, work time (that is, time allotted to the employees' principal activities) may include training.

The period for Standby time normally begins at 1600 hours and ends at 0800 hours the following day and shall not exceed sixteen (16) hours within the 24 hour shift.

Section 7

Each year fire department employees shall resubmit their desired shift preference. The period 15 November through 15 December will be the open window period for this purpose and all requests for shift preference must be submitted by 15 December of the previous calendar year. The EMPLOYER agrees to notify all employees, in writing by 31 December. Bargaining unit employees shall select their desired shift preference by seniority with the Captains choosing first followed by the firefighters.

Provided that employees competing for the same shifts are equal in terms of knowledge, skill, reliability and judgment, conflicts between employees in the fire department will be resolved in favor of the employee with the greatest seniority (SCD).

Section 8

The PARTIES agree that bargaining unit employees may exchange shifts for each other on regularly scheduled tours of duty provided there is no adverse impact on the mission requirements and the following conditions are met:

A. The exchange of time is strictly voluntary by bargaining unit employees.
B. All time exchanged must be paid back.
C. Requests for this purpose will be in writing and must be submitted to the appropriate management official at least one shift prior to the exchange. The supervisor shall approve/disapprove the request.

Disapprovals will be in writing stating the reasons for the denial.

D. The EMPLOYER agrees to maintain all records of all exchanges and agrees to provide these records to the Union upon request.
E. Swap or exchange must be within the same pay period.

Article 17

Overtime

Section 9

All overtime in the fire department will continue to be distributed using the wheel system currently in place.

Article 18

Sick Leave

Section 6

Pursuant to 5 CFR Part 630 firefighters may be granted Bone Marrow and Organ Donor leave in accordance with applicable laws rules and regulations.

Article 19

Annual Leave

Conflicts between Employees in the fire department will be resolved in favor of the Employee with the greatest seniority (SCD).

Article 22

Excused Absence/Administrative Leave

Section 7 – Compensatory time and Shift Swap

Compensatory time and approved shift swaps for firefighters will be in accordance with applicable laws rules and regulations.

Article 29

Training and Development

Section 5

The PARTIES recognize that a well trained firefighter workforce enhances efficiency, quality and morale. Therefore, the EMPLOYER agrees to make a determined effort to approve requests from firefighter personnel to attend DOD sponsored courses as well as other appropriate courses/seminars sponsored by the Department of the Army or other appropriate sources pursuant to work schedules, manning levels and budget restrictions.

Section 6

The PARTIES agree to assess, on an annual basis, the projected training needs for the calendar year in order to prioritize training resources in accordance with applicable laws, rules and regulations including firefighter training regulations and DOD guidelines. The EMPLOYER agrees to post, at the beginning of the calendar year, a copy of the tentatively approved Watervliet Arsenal Fire and Emergency Services annual training plan.

Section 7

The EMPLOYER agrees to support all requirements necessary for bargaining unit employees to maintain current First Responder and NYS EMT certifications.

Article 35

Safety and Industrial Hygiene

Section 13

The EMPLOYER agrees to establish a Watervliet Arsenal Fire and Emergency Service Division Safety Committee in accordance with NFPA 1500. The committee will consist of one bargaining unit employee and one management official from the division who will make recommendations on all safety and health issues to the Commanding Officer.

Section 14

The EMPLOYER shall provide for the inspection, testing and proper maintenance of all fire fighting equipment used by bargaining unit employees in accordance with established safety regulations including but not limited to OSHA and pertinent Army regulations. The EMPLOYER further agrees to replace outdated and/or faulty equipment in an expeditious manner.

Section 15

The EMPLOYER agrees to provide each bargaining unit employee in the fire department with the necessary protective clothing (e.g. bunker coat, bunker pants, helmet, fire boots, fire gloves) necessary to perform the essential functions of their assigned duties and to provide for the maintenance of such protective clothing at no cost to the Employee.

Section 16

The EMPLOYER agrees to provide required safety training and training on industrial health matters to all firefighters during duty time. The training shall include the proper use of all firefighter equipment and devices.

Article 48

Wellness-Fitness Program

Wellness-Fitness Program

The PARTIES recognize and support the DOD requirement that all firefighters and emergency services personnel participate in a structured physical fitness program to enable unit employees to develop and maintain an appropriate level of fitness to safely perform their assigned functions.

The EMPLOYER agrees to provide and maintain all the required physical fitness clothing and equipment to support the physical fitness program, to include, one sweatshirt, one pair of sweatpants, two t-shirts, two pair of shorts and one pair of sneakers annually throughout the life of the agreement. Workload permitting, the EMPLOYEE may use (1) hour of duty time per shift for physical fitness. The normal time for physical training will be between 1500-1600 hours. The EMPLOYER agrees to comply with the provisions of the DOD mandated Fitness-Wellness Program in accordance with DODI 6055.06. Both the UNION and the EMPLOYER encourage all affected employees to utilize the Watervliet Arsenal fitness facility in support of this program.

Article 49

Uniforms

Section 1

Uniform clothing requirements for bargaining unit employees will be in accordance with applicable laws, rules, regulations, including NFPA standards and this agreement. Each new bargaining unit employee shall be given an initial clothing allowance of $1600.00.

Section 2

The EMPLOYER agrees to provide a monetary clothing allowance for bargaining unit employees on a quarterly basis after the first year in accordance with established laws rules and regulations.

Article 50

Self Help Projects

The Union and the Employer support and encourage all firefighters to volunteer to participate in self help activities to improve the living conditions in the fire house. All self help projects must be approved in advance by the Fire Chief.

Article 51

Recall Procedures

When the determination is made that requires a recall of off duty personnel, this will be directed to the alarm room dispatcher. Personnel may be recalled to place reserve companies in service or to respond to the incident.

To the extent feasible, off-duty fire fighting personnel will be recalled in the following order: First, personnel from the shift due to relieve the on-duty shift; second, those personnel of the shift last relieved prior to incident; third, anyone that was left out of the first or second call, if needed.

Where possible, fire personnel will be to fill "position for position" (i.e., Captain for Captain, firefighter for firefighter).