

# MEMORANDUM OF UNDERSTANDING

## FORT EUSTIS FIRE AND EMERGENCY SERVICES AND FIRE AND EMERGENCY DOD CERTIFICATION PROGRAM

1. **PURPOSE** This Memorandum Of Understanding [MOU] is entered into by and between the Fort Eustis Fire and Emergency Services, hereinafter referred to as the “**Employer**” and the International Association of Fire Fighters, Local F-173, hereinafter referred to as the “**Union**” and “**Jointly**” referred to as the “**Partners**”. The purpose of this MOU is to set forth the terms and conditions for providing required training to Fire and Emergency Service employee(s) and complying with the Department of Defense’s Fire and Emergency Certification Program. To this end, the partners hereby agree to the following terms and conditions.
  
2. **REQUIREMENTS** The requirements for providing the required Fire and Emergency Services related training shall in accordance with DOD Instruction 6055.6 dated 12/1994, DOD 6055.6-M (Latest Revision), AR 420-90 (Latest Revision), the NFPA/OSHA Standards, this MOU and existing Collective Bargaining Agreements (CBA).
  
3. **SCOPE** This MOU applies to “all” Fort Eustis Fire and Emergency Services personnel.
  
4. **RESPONSIBILITY**
  - A. The Fire Chief, Assistant Chief(s), and Station Chief(s) are responsible for the implementation of this MOU.
  
  - B. The Union is responsible for monitoring and overseeing the implementation of this MOU until such time as these sections are added to the collective bargaining agreements.
  
  - C. Each Fire and Emergency Services employee is responsible for compliance with DOD 6055.6-M, AR 420-90 and any/all established Fire and Emergency Services training plans and this MOU.
  
5. **BACKGROUND** This MOU is designed to enhance the Fort Eustis Fire and Emergency Services training process, improve performance, and strengthen the professionalism of all Fire and Emergency Services personnel. The established training program cited in this MOU measures the competence of Fort Eustis Fire and Emergency personnel and provides quality control elements for the training process. These measurements and

quality control elements will be accomplished through administration of standardized written and performance evaluations.

## 6. POLICY

Pursuant to DOD 6055.6-M, all Fort Eustis Fire and Emergency Service personnel are required to participate in the DOD fire and Emergency Certification Program. However, the "**Partners**" agree, that the employees participation in the DOD Certification Program and the physical (practical) training course in and of itself, shall not be used to determine ones continued employment or standing.

- A. Furthermore the "**Partners**" agree that the professional competence of employees in the Fire and Emergency Services are important in accomplishing both the mission and the federal career goals of the employee(s). To this end, the Employer shall provide relevant/required training and that employee(s) shall be dedicated to self-improvement through active participation in these programs. Consequently, the "**Partners**" have agreed to fully support the Department of Defense (DOD) Fire and Emergency Certification program outlined in DODI 6055.6-M and other relevant employee development opportunities.
- B. Recognizing the challenges presented by these training requirements, the Fire and Emergency Service Partnership Council shall address the short and long term training strategies relating to the implementation of the DOD Fire and Emergency Certification Program and other relevant development requirements, with the commitment to:
  - 1.) Set up a re-certification program to keep employees certified to be accomplished during core working hours [0730 to 1530].
  - 2.) Pursue adequate funding to support DOD Fire and Emergency Certification Program, that includes but not limited to, facilities, training materials, reference material, computer equipment, and training aids. The Employer agrees to provide the necessary facilities, training material, reference material, and computer equipment and other training aids in order to support this program as mutually agreed to by the "**Partners**".
  - 3.) Provide training for employees requiring immediate certification in their current positions (Short Term) during core working hours.
  - 4.) Fort Eustis Fire and Emergency Services Division will make reasonable effort to assist employee in obtaining certification for promotion [i.e. purchasing books,

enrollment in CDC courses, sponsoring classes). Official time will normally not be granted for attendance at courses for the purpose of acquiring certification for promotion.

- 5.) Successful completion of a Commonwealth of Virginia Department of Fire Programs, or any state with a IFSAC or Pro-Board Certification course can be applied for reciprocity from the DOD FFCP.
  - 6.) Provide policies/procedures designed to keep employees current and to give the employees the opportunity to be eligible for future promotions.
- C. It is agreed that a test of job knowledge provides a measure of job capability. Tests associated with DOD Fire and Emergency Certification Program will normally be given by true-false, multiple choice, matching and /or completion questionnaires whenever these forms are compatible with the objective of the tests. If fill in the blank is used, it will not exceed 10% on a one hundred question tests, or 5% on fifty question tests. Purpose of the test shall be made known and available study reference lists shall be made available. True-false or multiple choice questionnaires will give written tests generated locally and not connected with the Certification Program whenever these forms are compatible with the objective of the test. Purpose of the test shall be made known and available study reference lists shall be made available. Consideration will be given to the views and comments of the Union and information will be discussed within the Partnership Council.
- D. The Employer has the right to train and assign work in accordance with the CBA. However, make-work training is discouraged and will not be assigned as punishment, reprisal, or harassment. A quarterly training schedule will be established, posted and all deviations will be approved by the Fire Chief or his designee. The Union will be advised in writing of the authorized designee. Changes may be required because of weather conditions (extreme cold, extreme heat, high humidity and high winds), availability of facilities, etc. The employer shall make the necessary arrangement to have an ambulance and crew on site during "live" fire training drills. In the event the ambulance and crew needs to respond to an actual emergency, the "live" fire training drill shall be terminated as quickly and safely as possible. To ensure that safe working conditions are provided to unit employees, such training shall not resume until such time as the ambulance and crew can be physically present on site.

- E. The Employer agrees to provide and maintain a department library consisting of fire prevention films, books, periodicals, Technical Orders, trade journals, etc., for employees self-development and technological advancement which may be checked out by Fort Eustis Fire and Emergency Services personnel for their use. The Partnership Council will identify what training material is necessary, relevant (to support the DOD Fire and Emergency Certification Program), and will take appropriate action to order such material. In addition, the Employer agrees to maintain a video cassette recorder/player at each station.
- F. The Employer agrees to maintain and/or provide access to adequate facilities necessary to support the practical portion of the approved training programs.
- G. The Employer shall provide counseling, training, and guidance to all employees in an effort to assist them to remain current in their assigned positions, and in so far as possible, for the purpose of assisting their career development.
- H. When an employee of the unit is assigned to any position in which the employee has had no previous experience, he/she will be given a reasonable training period in which to become proficient, as deemed necessary by management.
- I. Job related training opportunities will be offered without regard to race, religion, color, creed, national origin, age, sex, disability, political or union affiliation or any other non merit factor.

## **7. TRAINING DEVELOPMENT**

In order to identify the training requirements for Fort Eustis Fire and Emergency Service employees, the Training Chief shall conduct an annual "Training Needs Survey" to determine the individual/group training needs and requirements.

Base on results of the "Training Needs Survey", the Training Chief shall establish a "Continuing Education Program" for unit employees that relates to all aspects of the Fort Eustis Fire and Emergency Services program. This continuing education program shall include, but is not limited to offering the necessary and/or relevant training to employees on an as needed basis, excluding IDPs. In addition, the Training Chief shall develop an in service (daily) training program that meets the mission requirements of the Fort Eustis Fire and Emergency Services, and approved by the CBA.

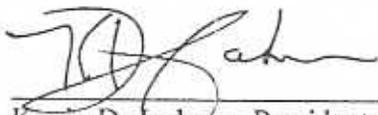
**8. TRAINING RECORDS** The Employer will maintain training records on each Fort Eustis Fire and Emergency Services employee. Copies of these training records shall be provided to the employee upon his/her request.

This MOU is affective upon signature. This MOU will remain in full force and effect for the duration of the collective bargaining agreements (CBA), unless changed by the mutual consent of the parties.



Stephen P. Jellie, Fire Chief  
Fort Eustis Fire and Emergency Services

Date: 27 JULY 99



Kevin D. Jackson, President IAFF Local F-173  
Fort Eustis Fire and Emergency Services

Date: 7-27-99