

## CHANGE FORM - RECOGNITIONS AND AGREEMENTS

1. Agency: UNITED STATES MARINE CORPS
2. Activity: MOUTAIN WARFARE TRAINING CENTER
3. Location: BRIDGEPORT, CALIFORNIA
4. Union/Local: IAFF, LOCAL F-85

### Check Applicable Item(s)

5. Recognition:
- ☐ New Recognition Unit
  - ☐ Abolished Recognition Unit
  - ☐ Revised Recognition Unit
  - ☐ Other: \_\_\_\_\_

Date of Recognition or Change: \_\_\_\_\_

Unit Description: \_\_\_\_\_

National Exclusive: ☐ Yes ☐ No

### Check Applicable Item(s)

6. Agreement:
- ☒ Initial (First) Agreement
  - ☐ Renegotiated Agreement
  - ☐ Amendment or Supplement to Existing Agreement
  - ☐ Change in Agreement Expiration Date
  - ☐ Other: \_\_\_\_\_

Effective Date of Agreement: 6 Dec 2012

Expiration Date of Agreement: 6 Dec 2017

Duration: ☒ Automatic Renewal ☐ Indefinite

Multi-Unit: ☐ Yes ☒ No

7. Employees in Recognition Unit:	Professional	<u>0</u>
	Wage	<u>0</u>
	Other GS	<u>17</u>
	TOTAL	<u>17</u>

8. Signature/Title of Reporting Official:

Telephone Number:

Date: 13 Dec 2012

**NEGOTIATED AGREEMENT**

**Between**

**MOUNTAIN WARFARE TRAINING CENTER**

**BRIDGEPORT, CALIFORNIA**



**And**



**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

**LOCAL F-85**

**CAMP PENDLETON, CALIFORNIA**

In witness whereof the PARTIES hereto have entered into this agreement  
on this 7th day of Nov 2012.

FOR THE EMPLOYER:

FOR THE UNION:

07

NEGOTIATING TEAM

Approved by The Department of Defense on Dec. 06 2012

Encl (1)

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## **PREAMBLE**

The Agreement is made by and between, Marine Corps Mountain Warfare Training Center (MWTC) California, hereinafter referred to as the "Employer" and the Federal Firefighters Association, Inc., Local F-85 of the International Association of Firefighters, AFL-CIO, hereinafter referred to as the "Union", and collectively known as the "Parties".

Partnership is defined as joint labor-management cooperation as described in Executive Order 13522 resulting in the progressive development and implementation of mutually agreed upon ideas. These ideas shall encourage a work culture that values all employees and fosters respect, trust, open communication and a commitment to partnership to improve working conditions and productivity thus creating a government that "works better and costs less."

The parties envision creating a new cooperative spirit of labor-management relations at MWTC through this agreement. They are mindful, however, that disputes cannot be eliminated totally. Thus, the focus of this Agreement is to encourage ongoing communication between employees and managers and to foster the resolution of labor-management disputes on an informal level. Accordingly, the parties agree on processes to expedite the resolution of disputes.

The parties recognize that it is in their mutual interest that both institutions, Management and the Union be strong and viable. Therefore, both parties are committed to carrying out the letter and spirit of this Agreement and to building and maintaining a good working relationship.

**WHEREAS**, the purpose of the labor/management process is to make us more effective as an organization, the focus

of our effort is the total commitment to the quality of our services -- internally and externally; and

**WHEREAS**, the labor/management process assists in planning policy and procedures as well as resolving a variety of problems/issues that arise; and

**WHEREAS**, the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them and safeguards the public interest, contributions to the effective conduct of public business, and facilitates and encourages the amicable settlements of disputes between employees and their employers; and

**WHEREAS**, the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government; and

-Good, open relationships between the Chief Officers, Base Managers and Union Representatives, including early communications, are very important to the process (both ways).

-The focus of all parties involved should be to maintain people's positive behavior and performance and to ensure due process and just cause.

**NOW THEREFORE**, the Parties hereto agree within the intent, spirit and meaning of Public Law 95-454, the Civil Service Reform Act of 1978, hereinafter referred to as the "Act" and/or the "Statute" as follows:

## **ARTICLE 1**

### **UNIT RECOGNITION AND COVERAGE**

**Section 1.** The Employer hereby recognizes that the International Association of Fire Fighters (IAFF), Local F- 85 (the Union) as the exclusive representative of all Employees in the unit as defined in Section 2 and as described in decisions of the Federal Labor Relations Authority. A description of the employees included in the unit as described in Section 2 is in FLRA Case No. 8-CU- 600003 dated 02 Apr 1986 as Amended on August 19, 2008 FLRA case number SF-RP-08-0029. If this unit is modified by the FLRA, this agreement shall apply to the unit as modified.

**Section 2.** The Recognized Unit includes all civilian employees in graded positions classified in the Fire Prevention and Protection series (GS-0081) employed by the Marine Corps Mountain Warfare Training Center, Bridgeport, California. Excluded from the Recognized Unit are all management officials, supervisors and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

**Section 3.** The Employer will not bypass the Union by entering into any agreement with other organizations or unit employees that constitutes collective bargaining over personnel policies, practices, procedures or working conditions that affect employees in the unit.

## **ARTICLE 2**

### **GOVERNING LAWS, RULES AND REGULATIONS**

**Section 1.** In the administration of all matters governed by this agreement, officials and employees shall be governed by existing law, Government-wide

regulations, Department of Defense (DoD), Department of the Navy (DON), and United States Marine Corps (USMC) regulations in existence on the effective date of this agreement. To this end, these laws, rules and/or regulations shall include but may not be limited the Comptroller General Decisions, Office of Management and Budget Issuance's, Office of Personnel Management policies and guidelines, National Fire Protection Association (NFPA) and Occupational Safety and Health Administration (OSHA) Standards, the DoD, DON, USMC, Marine Corps MWTC's policies and procedures and the Fire Department's policies and Standard Operating Guidelines (SOGs).

**Section 2.** Rules and/or Regulations becoming effective after the effective date of this agreement shall be binding upon officials and employees only to the extent that the terms of such regulations are not in conflict with the provisions of this agreement. Rules and/or Regulations becoming effective after the effective date of an MOU shall be binding upon officials and employees only to the extent that the terms of such regulations are not in conflict with that MOU.

**Section 3.** Whenever this agreement or an MOU is renegotiated or renewed, it must be brought into conformance with applicable government-wide, DoD, DON and USMC regulations then in existence.

**Section 4.** Pursuant to 5 USC 711 4(b)(4) and upon written request from the Union, the Employer shall furnish or make available to the Union a copy of existing DoD, DON, Marine Corps MWTC's rules, regulations and/or Fire Department Standard Operating Procedures and any regulation or law which involves personnel policies and/or practices and/or matters affecting working conditions of unit employees if it is



normally maintained by the Human Resources Office (HRO) located at 29 Palms, Ca, in the regular course of business and is reasonably available.

**Section 5.** The parties agree this collective bargaining agreement will be available electronically and 5 hard copies will be printed by management.

### **ARTICLE 3**

#### **RIGHTS AND RESPONSIBILITIES OF EMPLOYEES**

**SECTION 1.** Pursuant to 5 USC 7102, each employee shall have the right to form, join or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right, which includes:

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

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

**c.** Nothing in this Agreement shall require an employee to become or remain a member of a Union, or to pay money to the organization, except pursuant to voluntary, written authorization by a member for the payment of dues through payroll deduction.

**SECTION 2.** An employee has the right and an obligation to bring work related matters of personal concern directly to the attention of his immediate supervisor or other appropriate officials of the Employer.

#### **ARTICLE 4**

##### **RIGHTS OF THE EMPLOYER**

**Section 1.** In the spirit of cooperation between management and labor the Employer agrees that the workplace will be free from arbitrary and capricious actions and decisions by supervisors. Decisions and/or actions taken by the Employer will be in accordance with applicable laws, rules, regulations and negotiated agreements. In accordance with the Statute, nothing in this AGREEMENT shall affect the authority of the Employer:

**a.** To determine the mission, budget, organization, number of employees and internal security practices of the agency.

**(1)** To hire, assign, direct, lay-off 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, to make determinations with respect to contracting out and to determine the personnel by which the agencies operations shall be conducted.

**(3)** With respect to filling positions, to make selections for appointments from:

**(a)** Among properly ranked and certified candidates for promotion; or

(b) Any other appropriate source; and

(4) To take whatever actions may be necessary to carry out the mission of the Marine Corp's MWTC during emergencies.

## **ARTICLE 5**

### **UNION RIGHTS AND REPRESENTATION**

**SECTION 1.** The Union is entitled to act for and negotiate collective bargaining agreements covering all employees in the unit. The Union is responsible for representing the interests of all employees in the unit without discrimination and without regard to labor organization membership. The Union, however, does not have the duty and/or responsibility to represent bargaining unit employees that are non-union members of the IAFF Local F-85 in any statutory appeal procedures.

**SECTION 2.** The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the Employer and one or more employees in the unit or their representatives concerning any grievance or personnel policy, practice or other general condition of employment; or any examination of an employee by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in a disciplinary action and the employee requests representation.

**SECTION 3.** The Employer agrees to recognize the duly elected and/or appointed Officers of IAFF Local F-85. In addition, the Employer agrees to recognize one [1] Steward in addition to the elected official, Vice President. The Union agrees to provide the names to the

Employer within Seven (7) calendar days of election and/or appointment.

**SECTION 4.** Authorized and properly identified non-employee Union Representatives may visit MWTC, for the purpose of conducting official labor- management business, internal union business and other events as needed. Union representatives who are officers of Local F-85 will notify the supervisor as soon as they become aware of such a visit. Permission to enter Fire Department work areas will be obtained from the supervisor normally at least one week in advance of the visit. If official time is needed by the Union representatives it will be requested in accordance with Article 5 Section 6. When such visitors are present for the purpose of conducting labor-management business, contact with Fire Department employees who are in a duty status will be limited to that business in connection with responsibilities of the Union under the provision of Title VII of PL 95-454 and terms of this Agreement. Upon completion of business, check-out will be accomplished through the supervisor.

**SECTION 5.** The Employer agrees to authorize Officers and Stewards of the IAFF Local F-85 a reasonable amount of official time away from the job to perform their representational activities pursuant to the terms and conditions of this Agreement and in accordance with 5 USC 7102 and 7131. In addition to the foregoing, the Employer agrees to provide the duly elected Vice President a reasonable amount of official time for handling administrative representational duties and responsibilities. Official time is not authorized for such activities as solicitation of membership, collection of employee's dues, campaigning for offices, or other matters pertaining to the internal business of

the Union. However, requests for additional time may be submitted and reviewed on a case by case basis.

**SECTION 6.** The Union recognizes its responsibility to ensure that Representatives do not abuse their authority by unduly absenting themselves from their assigned work areas and that they will make every effort to perform their authorized functions in an expeditious manner. To this end, the Union agrees that prior to performing appropriate business described in Section 2 above, Officers and Stewards shall first request permission from their appropriate on-duty supervisor. Permission will normally be granted unless such absence would cause an undue interruption of work. The parties agree that prior to performing appropriate business described in this article, officers and stewards shall first request permission utilizing the request for Official Time Form (Appendix A) from the appropriate on duty supervisor. The request for permission shall include a description of the nature of the business to be transacted, including, if appropriate, the name of the Grievant and/or Complainant and the approximate duration of the absence. If the Officer/Steward or Grievant/Complainant cannot be spared at the requested time, the appropriate supervisor on duty shall inform the Officer/Steward of the time that permission may be granted to leave the job. In any case, the appropriate on duty supervisor shall not unreasonably deny such permission. The employee and the Officer/ Steward will report their return to work to the appropriate supervisor on duty.

**SECTION 7.** The Employer agrees that upon advance written request, Union Officials may be granted administrative excusal in conjunction with attendance at conferences, conventions, training sessions on labor

relations matters, and for lobbying provided the Union official's services can be spared and such activity is determined by the Employer to be of mutual interest to the Employer and the Union and the Employer's interests will be served by the Union Representative's participation. The Union will provide a detailed agenda with information on the material to be covered in the training session normally at least three (3) weeks in advance of the date of the requested administrative excusal. Leave may be taken in increments of less than 24 hours.

**SECTION 8.** The Employer agrees to continue providing telephone and computer access to IAFF Local F-85 in the Fire Station. The Employer will provide the Union Bulletin Board space in the Fire Station for the purpose of posting Union Information as it relates to unit employees.

## **ARTICLE 6**

### **MATTERS FOR CONSULTATION OR NEGOTIATION**

**Section 1. Agreements under this Article.** Any agreements reached under the provisions of the Article shall be deemed to be supplemental to this Agreement and subject to approval of the AGENCY Head.

**Section 2. Mandated Changes.** If a future statute, Executive Order, government-wide regulation, judicial decision or essential mission need requires the parties to change an Agreement between the parties, the EMPLOYER will notify the UNION, in writing, of proposed language to implement the change required. If the UNION desires to negotiate the impact and implementation of the change, to the extent permitted by law, it shall notify the EMPLOYER within nine (9) calendar days. Such

request to negotiate shall include a specific timely and negotiable counterproposal for negotiations. Failure to respond timely to the EMPLOYER's notice shall constitute a waiver of any right to negotiate on the proposed required change, and the proposal will become part of the parties' Agreement. Changes unrelated to the change specifically required by the law, Executive Order, government-wide regulation, judicial decision or essential mission need will not be permitted in the subject negotiations.

**Section 3. Other Changes.** The EMPLOYER will notify the UNION, in writing, of changes that may affect personnel policies practices and working conditions of bargaining unit employees. If the UNION desires to negotiate the substance, if appropriate, or impact and implementation of the change, to the extent permitted by law, it shall notify the EMPLOYER within nine (9) calendar days. Such request to negotiate shall include specific, timely and negotiable proposals for negotiations exclusively addressing the matter of the proposed change. Failure to respond timely to the EMPLOYER's notice shall constitute a waiver of any right to negotiate on the proposed change, and the proposal will become part of the parties' Agreement.

**Section 4. Exception to Timeline.** In the event that management articulates the need to shorten the notification to five (5) calendar days the initial management proposal will describe the emergent need. Either party can request an extension in writing. Extension will be a granted if mutually agreed. The electronic transmission by either party will count as the date received.

**Section 5. Information Requests.** The EMPLOYER shall make a good faith effort to provide the UNION adequate

information about the proposed change to allow bargaining to proceed. The UNION will ensure that any request for information is accompanied by a demonstration of "Particularized Need" in line with current case law precedents of the Federal Labor Relations Authority and appropriate courts. If a dispute arises in the course of negotiations, the parties agree that bargaining will go forward. If no agreement is reached and the matter is placed before the Federal Service Impasses Panel (Panel), either party may raise the dispute to the Panel, which shall be authorized by the parties to resolve the dispute consistent with law.

#### **Section 6. Implementation.**

**a.** If the UNION has timely requested negotiations regarding a mandated or other change, the EMPLOYER will, delay the implementation of such change until such time as the parties reach agreement on all negotiable issues connected with the change, unless the EMPLOYER reasonably believes that:

**I.** There is a mandatory implementation date expressed by the source of the mandated change which requires implementation of the change prior to agreement; or,

**II.** The EMPLOYER's mission, the security of its staff, or the accomplishment of its mission objectives would be adversely affected by such a delay.

**b.** Nothing shall preclude the EMPLOYER from implementing a proposed change on or after the implementation date proposed in its original notice should the UNION fail to meet an obligation under this agreement in a timely manner.



**Section 7. Negotiating Procedures.** The following procedures shall govern the conduct of all negotiations pursuant to this Article:

**a.** Negotiations shall commence within the nine (9) calendar days referenced in Sections 2 and 3, unless otherwise mutually agreed by the parties.

**b.** The EMPLOYER will provide a site for negotiations.

**c.** The UNION will be authorized the same number of UNION representatives on official time as the EMPLOYER has representatives at the negotiating table.

**d.** Negotiations will take place during normal working hours of an administrative work week.

**e.** Once commenced, negotiations will continue until agreement is reached or impasse is declared.

**f.** If agreement cannot be reached on the matters under negotiation, the following procedures shall apply:

**1. Declarations of Impasse**

**(a)** Neither party may declare an impasse until all proposals are:

1. agreed to;
2. declared non-negotiable by the EMPLOYER; or,
3. declared at an impasse by either party.

**(b)** The parties agree that each will use their best good faith efforts to avoid an impasse in the negotiations and that before formally declaring any

provision non-negotiable, the EMPLOYER must provide the UNION five (5) days notice of intent to take such action, unless unreasonable under all of the facts and circumstances, and provide the UNION with a statement of non-negotiability and reasons therefore, without prejudice to later supplementation of the reasons.

## **2. Impasse Procedures**

(a). In the event either party declares an impasse in negotiations, the Federal Mediation and Conciliation Service shall be requested to provide services and assistance to resolve the dispute pursuant to 5 U.S.C. § 7119.

(b). If mediation services of the Federal Mediation and Conciliation Service do not result in resolution of the impasse, either party may invoke the services of the Federal Service Impasses Panel pursuant to 5 § 7119. Prior to taking such action, however, the party seeking to invoke such services must provide 14 days notice to the opposing party of its intention to take such action, unless unreasonable under all of the facts and circumstances.

## **ARTICLE 7**

### **HOURS OF WORK**

#### **SECTION 1. Tour of Duty.**

a. The tour of duty for Fire Protection personnel consists of six (6) twenty-four (24) hour shifts in a pay period (48/72). The rotating schedule will consist of two (2) days on duty, followed by three days off duty. "Work groups" are established for the purpose of meeting minimum staffing standards.

**b.** A "Regular Day Off" [RDO] is assigned to each unit employee for the purpose of balancing the 144-hour tour of duty in the pay period.

**c.** The normal hours of work for Fire Protection personnel at Mountain Warfare Training Center shall be from 0800-0800. Twenty-four consecutive hours of duty shall normally consist of eight hours of work and sixteen (16) hours of standby [sleeping and eating] time. Normally, Fire Protection personnel will secure from core work hours to standby status at 1630 hours. For the purpose of this Article, actual work and standby status is defined as follows:

(1) The time period when unit personnel are considered to be performing "actual work" includes but is not limited to those periods of time in which they may be required to stand roll call, station upkeep, inspecting and maintaining fire apparatus and fire suppression devices located throughout the activity, inspecting buildings and areas, giving and receiving job related training, being present at meetings and formal gatherings, being present at "hot work" and other types of operations where the danger of fire or other related emergencies is present, preparing and maintaining reports and other times, suppressing fires and conducting operations connected therewith, housekeeping, physical fitness, preparing for and standing inspections, monitoring the work of others, and performing other job related duties assigned by the Employer.

(2) Fire Protection personnel are considered in "Stand-By" status only at times when he/she is not required to perform actual work as described above and is free to eat, sleep, read, or engage in other similar pursuits.

(3) If the Employer has the need to schedule "actual work" as described in section 1a(1) at times other than the "core work hours", the Employer will ensure that equal amounts of stand-by time will be permitted during designated hours of work.

## **SECTION 2. Pay Entitlements**

a. The Employer agrees to compensate all unit employees for all hours worked, any scheduled and/or unscheduled overtime worked and/or any additional pay entitlements pursuant to existing laws, rules and/or regulations. In the event a pay discrepancy involving a [any] unit employee[s], the Employer will make every reasonable effort to assist the unit employee[s] in arriving at an equitable solution.

b. All unit employees will be paid biweekly. To this end, all pay checks will be provided to unit employees via Direct Deposit/Electronic Fund Transfer to a financial institution of the employee's choice.

**SECTION 5. Voluntary Overtime (VOT).** Employees may take advantage of overtime opportunities by submitting their names to the Voluntary Overtime calendar. Calendars will be maintained for employees, prioritized according to the date a given employee last stood overtime (at least twelve [12] consecutive hours) In the event of a tie, priority will be given to the employee with the senior-most Service Computation Date. If necessary, the secondary tiebreaker will be the alphabetical order of the employees' last name. The Employer will make every effort to fill OT vacancies with qualified volunteers. The Employer will advise the duration of the shift to be filled. If an employee declines an OT opportunity, they will be moved to the bottom of the VOT list. If he or she fails to answer the phone, he/she will be

skipped. The employer agrees to leave a voice message for any employee who cannot be reached via telephone, in order to document that an effort was made. Once a message has been left, the Employer will move on to the next eligible employee. In the event that an off-duty employee accepts OT, reports to the duty station, and his/her services are no longer needed, the employee will be compensated for a minimum of two (2) hours of pay at the appropriate rate in accordance with existing law rule or regulation.

#### **SECTION 6. Mandatory Overtime (MOT).**

a. If no volunteers accept a VOT opportunity, the employer will "force hire" or mandate an employee from the Overtime list to fill the vacancy. The MOT list will be ranked according to the date an employee last stood MOT. Working four (4) consecutive hours or more will satisfy an employee's MOT work obligation. However, an employee may volunteer for an overtime assignment after working four (4) consecutive days if they desire.

### **ARTICLE 8**

#### **EXCHANGING AND/OR CHANGING TOURS OF DUTY**

##### **SECTION 1. Trading of Time.**

It is understood and mutually agreed to by the parties that the common practice of "Trading of Time" between Bargaining Unit Employees to substitute for one another on regularly scheduled tours of duty (or some part thereof) in order to permit an employee to be absent from work to attend to personal pursuits will be permitted. The following criteria are to be met for trading time:

**a.** The trading of time is voluntarily arranged by the employees participating in the program and subject to prior approval of the Employer.

**b.** The reason for trading time is due, not to the employer's business operations, but to the employee's desire to attend to personal matters.

**c.** Employees using trading of time will have the same qualifications. A complete and explicit turnover of duties and responsibilities will be made between the off-going and the on-coming employees at that time.

**d.** Exchanges shall not exceed 48 hours in a pay period and will be taken in 24 hour increments. Exchanges will occur on a shift change at 0800. Exchanges shall not result in either employee working more or less than his/her total scheduled duty hours during a pay period or create a situation in which one or both employees would be entitled to additional compensation of any kind.

**e.** Employees who wish to trade time shall submit electronic requests to the appropriate supervisor no later than five (5) days prior to the start of the nearest traded shift. The request will specify the exact dates of the trade and total hours being traded. At the station level, Captains shall review the request based solely upon the terms and conditions of this agreement, and maintain a record of all time traded. The on-duty Captain will ensure that trades will be reflected in the projected staffing for affected shifts. In the event that either Captain is away on leave at the time the trade request is made, the review of the remaining Captain shall satisfy the requirement. Supervisors will approve/disapprove trades based solely upon the terms and conditions of this agreement.

Disapprovals, with justification, shall be provided in writing upon request of the employee. An accurate record of all trades will be maintained by the employees participating in the trade and noted in the Daily Activity Log.

**f.** Should an employee be off duty due to a scheduled trade, the employee may elect to report to work if so requested by the employer.

**g.** Should an employee be scheduled to work a trade, and not fulfill this obligation, any discipline or penalties levied shall be upon that employee, and not the employee originally scheduled to work.

**h.** If an employee is on duty as part of a trade time, and annual leave is available for those duty hours, the employee may elect to take annual leave following the procedures in Article 9.

**SECTION 2. Modified Shift Relief.** The Parties recognize that Modified Shift Relief contains benefits that favorably affect both the Employer and the employees. Such relief provides employees the ability to attend to personal business in situations when a trade time is not necessary, since the period of time is brief and the time to be exchange occurs just prior to a shift change. It is agreed that such relief will be administered in the following manner:

**a.** Such relief will be voluntary in nature.

**b.** Such relief will not be effected prior to two (2) hours before the scheduled start of the regular shift.

**c.** Such relief will be conducted in a manner where employees will possess equal qualifications.

d. The employee requesting Modified Shift Relief will submit the appropriate form to the appropriate supervisor, who will approve/disapprove early relief based upon minimum staffing considerations and the provisions of the Article. The designated form for modified shift relief will be utilized for this purpose.

e. Such exchanges shall not result in either employee working more or less than his/her total scheduled duty hours during a pay period or create a situation in which one or both employees would be entitled to additional compensation of any kind.

### **SECTION 3. TRANSFERS AND RDO CHANGES.**

a. **Employer Changes to Established Work Schedules.** The Employer retains the right to change RDOs and/or transfer unit employees between shifts to meet mission requirements. When it is necessary to adjust RDOs and/or transfer unit employee(s), the Employer will first consider qualified volunteers. The Employer agrees to notify unit employees and the Union of changes in workdays and/or shifts as far in advance as practical, normally one (1) pay period prior to the change. Such changes shall not interfere with prior annual leave selections or accommodations will be made.

b. **Unoccupied RDO Days.** The Parties agree that an unoccupied regular day off (RDO) may be used by a member of that engine company upon approval and based upon the commitment to work his regularly scheduled RDO within the same pay period. All requests should be made to the employee's immediate supervisor at least one pay period prior to the effective date of the requested RDO.



## **ARTICLE 9**

### **LEAVE POLICY**

#### **Section 1. Annual Leave.**

**a.** It is understood that the knowledge, skills and abilities of the employee and the needs of the fire service shall be considered by the appropriate supervisor when making a determination that an employee's services can be spared in connection with a request for annual leave. Unit employees shall accrue and be granted annual leave in accordance with 5 U.S.C. 6303. Charges for annual leave will be in one-hour increments. In cases where annual leave is not approved, the employee may request a copy of the leave slip [SF 71], annotated as to the reason for such action.

**b.** The Employer retains the right to cancel or reschedule leave in emergency situations and other unforeseen circumstances that require change in working schedules.

**c.** One (1) Annual Leave slots shall be available for each 24-hour period. This is known as "Annual Leave Picks."

**(1)** Annual Leave selections (also known as "Leave Picks") shall be performed in single pass, in order of rank, with each employee being given priority according to Service Computation Date (SCD). In the event that two or more employees have the same SCD, random draw of a digit will be used to correspond to the last number of SNN as a tiebreaker. Picks will be limited to annual leave accrual for each employee.

(2) The following holidays are not eligible for Annual Leave Picks: Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day. For these holidays the following process will be utilized: Two names will be drawn at random for each holiday (primary and alternate); If the primary selectee declines the leave; it will be awarded to the alternate, if the alternate declines then it is available for open pick (according to SCD).

d. The supervisor may also grant annual leave requests when an excess of six [6] persons are on duty. This is known as Spot Leave. Spot Leave must be submitted within 3 days prior to the requested date of leave, if the requested Spot Leave is on a weekend or holiday. If the supervisor is not available, then the member must contact the Deputy Director after coordination with the Company Officers to ensure leave is considered.

**Section 2. Emergency Annual Leave.** Every unit employee is responsible for maintaining regular attendance and for ensuring that the employer is informed of any absence from each scheduled shift. When an emergency (a sudden or unforeseen situation that requires immediate action) necessitates an employee's absence, which could not be approved in advance, the employee shall normally notify the on-duty supervisor. If the absence extends beyond one workday, the employee shall keep the on-duty supervisor informed of the situation and probable date of return to work.

**Section 3. Administrative Excusal.** It is agreed that, during severe weather conditions, when Mountain Warfare Training Center is officially closed and all employees (except emergency personnel) are given administrative

leave, unit employees shall be given consideration. If employees are late reporting for work, because of road conditions and distance to travel, at a time when the base has been officially closed, late start, chain control, road closures or when winter warning is advised, they shall be considered for administrative leave based on the merits of the employee's case. Employees held over to cover another employee who is affected by an emergency condition will be paid overtime for time served.

#### **Section 4. Sick Leave.**

**a.** Sick leave is an earned benefit which must be granted when an employee is incapacitated for the performance of duty by sickness, injury, pregnancy and confinement, treatment for disabled veterans or otherwise permissible under provisions of the Family and Medical Leave Act (FMLA) policies and can also be used for absences such as when an employee:

- (1) Receives medical, dental or optical examination or treatment; or
- (2) Is required to give care and attendance to an immediate family member who is afflicted with a contagious disease; or
- (3) Would jeopardize the health of others by being present on duty because of exposure to a contagious disease.

**b.** Each employee is responsible for notifying his or her supervisor when unable to report to work because of illness or injury. Employees must make every reasonable effort to contact their supervisor at least sixty (60) minutes prior to the start of their scheduled shift. In unusual circumstances, such as serious accidents or

illnesses, the Employer will exercise due consideration in enforcing the reporting requirements. Unless notification is made for more than one (1) day, the employee must contact the supervisor within the above notification periods for each day of absence.

- (1) The supervisor (or Chief) shall approve or disapprove the request at the time of the initial notification.

- (2) Upon return to work, sick leave requests will be confirmed by completing an OPM-71.

c. Employees requesting sick leave to care for a family member must provide a written statement from the health care provider concerning the family member's need for physical care.

d. Employees requesting sick leave for more than three (3) consecutive days shall furnish documentation containing satisfactory evidence of incapacitation for duty during the period of the absence. This documentation may be in the form of:

- (1) Medical certification, or:

- (2) Certification from a physician or other health care professional, or:

- (3) The employee's written statement in cases where the illness was not treated by a physician and where the statement is acceptable to the supervisor.

e. A medical certificate in support of an application for sick leave of three (3) workdays or less normally will not be required. Such certificates may, however;

be required in individual cases if the supervisor has reason to believe the employee has abused sick leave privileges.

**f.** If an employee becomes ill or is determined unfit for duty "after" reporting to work, the employee will be advised to go home or seek appropriate medical treatment. The employee will be responsible for arranging transportation in those cases where the employee's health & welfare is not in jeopardy. Employees released from duty shall not be required to furnish a doctor's certificate for the tour of duty from which released. Any employee sent home due to an unforeseen illness or a work-incurred injury may be provided transportation home if determined by the Employer to be necessary and available.

**g.** An employee may be given a letter of requirement to provide medical certification for each absence because of claimed illness or medical appointment provided the Employer can establish a pattern of absence from the workplace.

(1) In such cases, the employee may be counseled that his or her sick leave record is questionable and advised that if the record does not improve, the employee may be placed on sick leave restriction requiring a medical certificate for each absence due to a claimed illness or medical appointment.

(2) If this warning does not bring about an adequate improvement in the sick-leave record or if the supervisor determines that counseling/warning is inappropriate,

the employee will be advised in writing that all future requests for leave because of claimed illness or medical appointments must be supported by a medical certificate.

- (3) The requirement for a medical certificate will be rescinded in writing at such time as improvement in the employee's sick leave record warrants however; the requirement to furnish doctor's certificates, once imposed, will be reviewed at least every three (3) months to determine if it should be continued.

**h.** Approval for sick leave for medical, dental or optical examinations shall be secured in advance. If the appointment cannot be made for non-work hours, the employee should make every effort to schedule the appointment for a time early in the work shift or close to the end of the shift in order to minimize the time away from work.

**i.** If the absence is approved and the employee does not have sick leave, the absence will be carried on annual leave if available or leave without pay.

**j.** Advance sick leave may be granted in cases of serious disability or illness. Such requests must be supported by medical certification.

**k.** Time spent by employees on the day of injury obtaining initial examination and/or treatment for a job-related injury will not be charged leave.

1. Approved sick leave normally will not be the basis for disciplinary actions. This provision, however; will not prevent the activity from initiating an action based on excessive absences (e.g., removal based on unavailability for work).

**SECTION 5. Miscellaneous Leave.** Any and all request for the following leave are subject to approval/disapproval based on mission requirements.

**a. Voting Leave.** An employee who requests voting leave may be allowed up to three (3) hours for this purpose when the polls are not open at least three (3) hours either before or after an employee's regular hours of work. Employees will be permitted to leave work up to three (3) hours for the necessary trip before the polls close when their residence is beyond the normal commuting distance and in a location where absentee ballots are not permitted. Employees will be encouraged to vote by absentee ballot whenever possible.

**b. Leave Without Pay:**

(1) The Employer agrees to consider requests from the Union concerning leave without pay for the purpose of participating in Union matters.

(2) Employees in a leave status, with or without pay, shall maintain all rights and privileges, including rights to all pay raises resulting from Congressional action in accordance with applicable regulations. It is understood however, that extended leave without pay may affect an employee's eligibility for service and amount of annuity.

**c. Witness/Court Leave.** Employees absent for court related services will be paid in accordance with appropriate regulations. The employee will suffer no loss of pay including appropriate overtime pay. An employee released without serving will return to duty in a reasonable amount of time if scheduled for duty. Unit employees will be released from duty for the duration of their jury obligation. Employees shall not be required to return to duty until the employee has completed his/her entire jury obligation.

**d. Military Leave.** Employees absent for military leave will be paid in accordance with appropriate regulations. The employee will not suffer any loss of pay, including appropriate overtime pay. Employees must notify supervisor as soon as possible and provide a copy of the military orders.

**e. Blood Donor Leave.** An employee donating blood without compensation and during duty hours may be granted excused leave up to four (4) consecutive hours on the same day the blood was donated. A longer period may be allowed for recuperation when necessary. Employees are encouraged to donate blood on their scheduled day off.

**f. Family and Medical Leave.** Family and Medical Leave Act (FLMA) provides a standard approach to providing family and medical leave to unit employees by providing an entitlement to a twelve (12) administrative workweeks of "unpaid" leave during any twelve (12) month period for certain family and medical needs as described in 5 CFR 630. The parties further agree that employees on leave covered by the FMLA and this Article will report at least once per pay period to the employer regarding their intention to return to work.



Such reports may be made to the appropriate on-duty supervisor by telephone.

(1) Requests for sick leave under FMLA will normally be submitted to the appropriate supervisor in advance of the date the leave is to start and will be submitted on an SF- 71.

(2) Since bargaining unit employees work an uncommon tour of duty, the basic amount of sick leave to be made available under FMLA each leave year will be equal to the average number of hours of work in an employee's scheduled tour of duty each week (i.e. 56/60/72 hours). For the purpose of implementing the FMLA, those unit employees working uncommon tours of duty may have sick leave granted for the purposes identified in the FMLA. An employee may be entitled to use up to the amount of sick leave the employee accrues in a leave year on a 56/60/72 hour per week schedule.

g. It is understood that employees must meet the eligibility requirements required for entitlement to the benefits described in this article.

h. It is understood that where sick leave is authorized, employees may substitute annual leave or LWOP in lieu of using sick leave.

## **ARTICLE 10**

### **Labor Management Cooperation**

**SECTION 1. Philosophy.** The EMPLOYER and the UNION are committed to the goals of providing quality service to meet or exceed the expectations of our customers. Success is achieved through meeting the needs of those we serve. To that end the parties agree through the process of Labor Management Cooperation to apply a

method to continuously improve our service, internally and externally. The parties will be dedicated to providing the most effective and highest quality support at the best cost to our customers. The parties recognize that quality depends on everyone's commitment and participation. Both parties expect full involvement by the other. The goal of both parties is to fully protect the rights of our workers and develop Union/Management teamwork.

## **ARTICLE 11**

### **REDUCTION IN FORCE.**

**SECTION 1.** The Employer agrees that, in order to minimize the impact of a reduction-in-force, consideration will be given to filling existing vacancies by the placement of qualified employees who otherwise would be adversely affected by the RIF, in accordance with applicable law, rule or regulation. The Employer agrees to notify the Union of a pending RIF at least 10 days prior to issuance of RIF notices to employees of the unit.

**SECTION 2.** A career or career-conditional employee who is separated because of a RIF will be placed on the Re-employment Priority List in accordance with the eligibility provision of applicable regulations. It is understood that acceptance of a temporary appointment will not alter the employee's right to be offered permanent employment. In situations where an employee accepts a demotion in lieu of separation in a RIF action, the employee must be qualified to perform the duties of the lesser rated position subject to exceptions provided by applicable regulations.

## **ARTICLE 12**

### **DRUG FREE WORK PLACE PROGRAM**

**Section 1.** Accomplishment of this mission requires the highest standards of employee competence, reliability, and integrity. Illegal use or possession of drugs by employees on or off duty is inconsistent with accomplishing the employer's mission. Such conduct constitutes a hazard to personnel, property, and operations; contributes to reduced employee productivity, reliability and increases employee absenteeism; and undermines the morale and discipline of the work force. Deterrence of illegal drug use, and detection of employees who illegally use drugs, is, therefore, in furtherance of the employer's national defense mission.

**Section 2. Employees Subject to Testing.** The goal of the DFWP is deterrence of illegal drug use through a carefully controlled and monitored program of drug testing. The program will include:

**a.** Random drug testing of bargaining unit employees in Testing Designated Positions (TDPs) and other bargaining unit employees who volunteer to be included in the random testing program.

**b.** An employee will be drug tested when:

**(1)** There is a reasonable suspicion that the employee may be using drugs illegally.

**(2)** The test is authorized as part of an investigation of an accident or unsafe practice and there is a reasonable basis to believe that the employee's actions may have contributed to the incident.

(3) The test is conducted as part of or follow-up to a rehabilitation or counseling program under the Civilian Employee Assistance Program (CEAP).

c. Testing of applicants for appointment (including reassignment, transfer, or detail for more than one hundred twenty (120) days) in a TDP.

d. All employees required to take a drug test at the direction of the employer will be in a duty status. If the test extends beyond the regular shift the employee will receive overtime or compensatory time or be released.

**Section 3. Random Selection for Testing.** The employer agrees that, except for volunteers, only those employees in TDPs will be subject to random selection for drug testing.

a. Volunteers. Any bargaining unit employee who does not occupy a TDP may volunteer to be included in the random testing program by informing the command Drug Program Coordinator (DPC) in writing of his or her desire to be included in the pool of TDPs subject to random testing.

b. Employees volunteering to be included in the TDP pool will be subject to the same conditions and procedures for random testing as persons occupying TDPs.

**SECTION 4.** The possibility of accidental exposure to illegal drugs during fire fighting operations is recognized by the Parties and the following points are agreed upon:

a. When illegal drugs are destroyed and unit members must be present, the Employer agrees to request

and use volunteers first (so long as no inordinate costs are incurred). The Union understands that if volunteers are not available that unit members will be assigned to do the work.

**b.** Employees performing fire watch or other duties involving possible exposure to illegal substances being burned will use self contained breathing apparatus as in any HAZMAT operation.

## **ARTICLE 13**

### **GRIEVANCE AND ARBITRATION PROCEDURES**

**Section 1.** The purpose of this article is to establish a procedure for processing Union, Employer or unit employee grievances and seeking resolution at the lowest level possible. To this end and except as provided in Section 3 of this article, this shall be the exclusive procedure available to the parties and employees to resolve grievances over any matter involving the interpretation or application of this agreement, supplemental agreements, MOU's or any matter involving the application of rules and regulations, personnel policies, practices and other matters affecting working conditions.

**Section 2.** Complaints concerning the following matters may not be raised under the negotiated grievance procedure:

**a.** Any claimed violation of subchapter 73 of Title 5 of the United States Code (matters relating to prohibited political activities);

**b.** Retirement, life insurance, or health insurance;

**c.** A suspension or removal under section 7532 of Title 5 (national security);

- d.** Any examination, certification, or appointment;
- e.** The classification of any position which does not result in the reduction in grade or pay of an employee;
- f.** Any matter precluded by law;
- g.** Mere non-selection for promotion from a properly ranked and certified list of candidates;
- h.** The mere adoption or granting of (or the failure to adopt or grant) a suggestion or award;
- i.** Notice of proposed disciplinary or adverse actions.

**Section 3.**   **a.** The following actions may be filed under the statutory appeal procedure or the negotiated grievance procedure but not both:

- (1)** Performance-based actions under 5 U.S.C. 4303
- (2)** Adverse actions under 5 U.S.C. 7512
- (3)** Discrimination under 5 U.S.C. 2302(b)(1)
- (4)** Violations of 5 USC 7116.

**b.** Pursuant to the Statute, an employee shall be deemed to have exercised his or her option under this section when, on or after the effective date of the appealable action, the employee timely pursues a formal written EEO complaint or initiates a notice of MSPB appeal under the statutory procedures or pursues a written grievance in accordance with this Article; whichever event occurs first. The employee must contact the EEO counselor within forty-five (45) days after the event causing the allegation or after the date the employee became aware of the event.

c. Selection of the ADR or negotiated grievance procedure in no manner prejudices the right of the aggrieved employee to request, as appropriate, the MSPB or EEOC to review the final decision in the case of any personnel action that could have been appealed to the MSPB or the EEOC. For the purpose of seeking review by the MSPB or EEOC, the decision of the activity head in the negotiated grievance procedure will be considered the final decision in the absence of the timely invocation of arbitration. Nothing in this agreement shall constitute a waiver of any further appeal or review rights permissible under the Statute.

#### **Section 4.**

a. The only representative an employee may have under this negotiated grievance procedure is a Union representative. An employee may pursue a grievance without Union representation, but the local Union will be given the opportunity to be represented at all discussions between the employee and management concerning the employee's grievance and the adjustment of the grievance must be consistent with the terms of this agreement and any supplemental labor agreement. Upon request, a copy of any written settlement/decision will be furnished to the Union.

b. At grievance meetings the Union will be entitled to have the same number of people present, which includes the grievant, as management unless agreed to otherwise.

**Section 5.** All pertinent evidence relating to a particular grievance must be included at Step 1 of the grievance. Should the grievant wish to include additional evidence, the filing party must re-file as

Step 1 within the agreed time frame. Remedy must be specified and remain consistent throughout the process.

**Section 6.** Dissatisfactions and disagreements arise occasionally in any work situation, therefore, the filing of a grievance shall not reflect unfavorably on an employee's good standing, performance, loyalty or desirability as an employee to the Marine Corps.

**Section 7.** Procedures for Grievance Filed by Employees. Prior to filing a formal grievance, employees and/or their representatives will discuss the matter with the Labor Relations Officer, 29 Palms HRO in an effort to resolve the issue (will meet with the first level that has the authority and HRO to resolve the issue). This discussion will normally take place within ten (10) days of an employee becoming aware of the problem. Such discussions may take place via telephone. **(note: emphasis added: the grievant must understand the timelines for the grievance process must be strictly adhered to and are exclusive to the EEO process)**. If unresolved in this informal stage, the following steps will be followed if a formal grievance is initiated:

#### **Formal Process**

**a. Step 1.** Formal grievances are to be presented in writing with specific information regarding the incident or occurrence leading to the grievance. It shall include specific dates of the incident, date of informal attempt to resolve, applicable article of CBA, supervisor's name and contact information, and remedy sought. Grievances must be filed with the employee's immediate supervisor via 29 Palms Labor Relations Officer within seven (7) days after the use of the informal process. The parties agree that electronic filing will serve to establish timelines of the



grievance. Within fourteen (14) days after receiving the grievance, the immediate supervisor (or his or her Designee) shall complete such inquiry as he or she deems necessary and render his or her written decision to the grieving employee and the Union representative.

**b. Step 2.** If no mutually satisfactory settlement is reached at Step 1 and the employee desires to proceed to Step 2, the employee (or the employee's representative) must submit a grievance in writing using the prescribed format as described Step 1 to the Commanding Officer, MCMWTC (or his or her designee) via LRO 29 Palms, within fourteen (14) days after the decision at Step 1 was received by the employee. The employee's written grievance must set forth identical information that was provided in Step 1. Within fourteen (14) days after receiving the grievance, the Commanding Officer, MCMWTC (or his or her designee) shall complete such inquiry, as he or she deems necessary, and render his or her decision in writing to the grieving employee. HRO will be present at the meeting either in person or electronic communication.

**c.** If the grievance is not resolved at Step 2, the Union may refer the grievance to arbitration as provided in Section 14 of this Article.

**d.** The following grievances will be initiated as indicated:

**(1)** Grievances resulting from suspensions of fourteen (14) days or less will be initiated at Step 1, except for matters covered by subparagraph (2) below.

**(2)** Grievances pertaining to suspensions of fifteen (15) days or more, removal, reduction in grade or pay, furlough of thirty (30) days or less, and or the denial

of a within-grade increase are to be initiated at Step 2.

**Section 8. Procedures for Grievances Filed by the Union or the Employer.** If a dispute arises between the parties, either the president of the Union or the Head of the Activity (or their respective designee) may file a written grievance with the other party, provided such a grievance is filed within thirty (30) days after the event giving rise to the grievance or within thirty (30) days of the date the grieving party reasonably should have known of the event giving rise to the grievance. Any such grievance must be completed as described herein.

Within fourteen (14) days after the grievance was filed, the specified designated representative for either party will meet and attempt to resolve the grievance. If the grievance is not resolved within fourteen (14) days after it was filed either party may refer the matter to arbitration under the provisions of Section 14 of this Article. For the purpose of this Section a grievance shall be deemed to have been filed on the date received by the other party.

**Section 9.** The time limits at any step of the negotiated grievance procedures, including initial filing, may be extended by the mutual consent of the parties.

**Section 10.** Should the deciding official at any step fail to comply with applicable time limits; the employee or the Union may proceed to the next step of the grievance procedure. Failure of the employee or his or her representative to observe the time limits shall constitute withdrawal and termination of the grievance.

**Section 11. Grievance Mediation.** When either party has invoked arbitration, the parties may mutually agree to request that the parties participate in "Grievance Mediation." If grievance mediation is requested, the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) and/or any other mutually agreed upon "Alternate Dispute Resolution Program" to participate.

**Section 12. Arbitration Procedure.**

a. If a grievance remains unresolved after the applicable grievance procedure has been exhausted, arbitration may be invoked as follows:

(1) The Union or the Employer may invoke arbitration on grievances filed by either of these parties (or their respective agents) by one party serving upon the other written notice that arbitration has been invoked. To be timely, such notice must be served no later than thirty (30) days after the Union or the Employer receives the decision. If no decision was delivered or if the decision was delivered late, the notice invoking arbitration must be served within sixty (60) days after the decision should have been delivered to the Union or the Employer.

(2) In arbitrating a grievance, no arbitrator has the authority to render an award that would add to, subtract from, modify or violate this agreement.

(3) When an arbitration notice is mailed to a party, it shall be sent by certified mail and shall be deemed to have been served on the date of certified mailing.

**b.** Disputes over the grievability or arbitrability of a grievance shall be submitted to the arbitrator as a threshold issue in the dispute.

**c.** The parties may mutually agree upon an arbitrator. The parties may also jointly create a panel of seven (7) arbitrators from which to select an arbitrator. However, if the parties do not create a panel of arbitrators to select from or they cannot mutually agree to an arbitrator, the parties shall "jointly" request from the Federal Mediation and Conciliation Service (FMCS) a list of seven (7) arbitrators within ten days of invoking arbitration. A toss of a coin, or other mutually agreeable method, will determine which party will "pay" for the first listing provided by the FMCS. Any subsequent listings will be paid on an alternating basis. If the parties use the FMCS list, they shall meet (or confer by telephone) within seven (7) days after receipt of the list to select an arbitrator. The parties will alternately strike one (1) arbitrators name from the list until one name remains. A toss of a coin, or other mutually agreeable method, will determine which party will strike the first name. If either party refuses (or fails) to participate in the selection process, the other party may select an arbitrator (from the FMCS list or the agreed upon list when the parties have adopted alternative procedures). If an arbitrator has not been selected within sixty (60) days after invoking arbitration, the arbitration will be untimely, absent mutual consent.

**d.** The employer shall provide facilities for the arbitration of grievances.

**e.** The procedures to conduct an arbitration hearing shall be determined by the arbitrator. When an

employee-initiated grievance is being arbitrated, the grieving employee (or a representative employee in the case of an employee-group grievance) shall be in a pay status for the duration of the hearing if otherwise in a duty status. The parties will exchange witness lists at least ten (10) days in advance of the arbitration hearing. Employee witnesses having direct knowledge of the case and necessary for a full and complete hearing will be in a pay status to the extent necessary to permit their testimony if otherwise in a duty status.

(1) Upon request from the Union, the Employer will arrange necessary witnesses work schedules, if practical, and place them in a duty status during the hearing providing this does not create any overtime. One (1) employee designated by the Union as its representative for the arbitration proceeding shall be authorized official time for the duration of the hearing as provided in Article 6 of this agreement.

f. The arbitrator's fees and expenses shall be shared equally by the parties.

g. The parties concerned shall attempt to jointly frame the issues for the arbitrator. If they cannot agree on the framing of the issues, each party shall separately frame the issues and the arbitrator shall determine the issues to be heard. Once an arbitrator has been selected there will be no ex parte communications with the arbitrator unless agreed to by the local parties.

h. No arbitrator has the authority to compel the taking of a transcript. If the parties mutually agree to the need for an official transcript, the cost will be equally shared by the parties. If only one party wants an official transcript or recording, the

requesting party will pay for the cost of the transcript or recording and no copy will be made available to the other party.

i. The arbitrator's award shall be final and binding; however, either party may file an exception to the arbitrator's award in accordance with applicable law and regulation. The arbitrator will be requested to render a decision within thirty (30) days. Any dispute over the interpretation of an arbitrator's award shall be returned to the arbitrator for interpretation and application.

j. In presenting a case before an arbitrator, the parties may mutually agree to limit the time available for their presentations, including opening statements, examination or witnesses, cross examination of witnesses, and closing statements or argument. They may also mutually agree to such other arrangements as waiving post hearing briefs, requesting an award without opinion or requesting a bench decision.

## **ARTICLE 14**

### **VOLUNTARY ALLOTMENT OF DUES**

**Section 1.** Bargaining unit employees may have their dues deducted through payroll deductions provided:

a. The employee is member in good standing of the Union; and

b. The employee completes an SF 1187 request for dues withholding; and,

c. The employee regularly receives pay on the regularly scheduled paydays and such pay is sufficient, after all other deductions required by lawful authority, to cover the full amount of the allotment.

**Section 2.** The Union agrees to:

**a.** Notify the servicing civilian payroll office in writing of the amount of Union dues and any changes in the dues amount; and

**b.** Notify the servicing civilian payroll/disbursing office in writing of the name and address of the payee to whom the remittance check should be made; and

**c.** Forward any completed SF 1187 to the servicing civilian personnel office; and

**d.** Forward any written revocation of an allotment received by the Union promptly to the servicing civilian payroll office; and

**e.** Notify the servicing Human Resources Office promptly and in writing if an employee ceases to be a member in good standing.

**Section 3.** The Employer agrees to:

**a.** Process voluntary dues allotments in the amount certified by the Union; and

**b.** Withhold dues on a biweekly basis.

**Section 4.** The amount withheld will be that certified by the local Union on the SF 1187 or as subsequently changed in accordance with Section 5 of this Article.

**Section 5.** Any change in the amount of dues to be withheld will be effective at the beginning of a pay period. The Union will notify the payroll office in writing of the new amount and the effective date at least seven (7) days before the new withholding amount is to be effective.

**Section 6.** Employees may revoke their dues withholding by submitting a written request to the Union or the servicing payroll office no earlier than sixty (60) days prior to the anniversary date of when the employee began to have his or her dues withheld. Such timely revocations will be effective beginning with the first pay period following the employee's anniversary date. When an untimely dues revocation request is received by the activity, it will promptly return it to the employee. If the servicing payroll office receives the revocation request (timely or untimely) they will forward a copy to the local Union as soon as possible. If the local Union receives a timely revocation request, they will forward the SF 1188 to the servicing payroll office as soon as possible.

## **ARTICLE 15**

### **HEALTH AND SAFETY**

**SECTION 1.** The Employer will assure that safe and healthful working and living conditions are provided for unit employees that are consistent with the provisions of applicable laws and regulations. To this end, the Employer agrees that the MCMWTC's Fire Protection and Fire Prevention Program will comply with the intent of existing and future DOD, DON, MC, NFPA and OSHA Standards and/or Regulations whichever is more stringent. The Union agrees to cooperate with the Employer by encouraging employees to work in a safe manner and wear protective equipment prescribed by the Employer and to report observed safety and health hazards to the Employer in accordance with applicable procedures. In addition, the Union agrees to support the Employer in its effort to correct unsafe work practices and conditions.



**SECTION 2.** The Employer agrees to provide protective clothing and equipment to unit employees required to respond to structural, crash, wild land fires and other related emergencies that include but are not limited to EMS and Hazardous Material responses. Protective clothing and footwear furnished to unit employees will be in accordance with the requirements of NFPA Standards (latest revision) and shall include structural boots, wildland boots and station boots. Employees shall be responsible for the condition of items furnished and the return of such items as required by the Employer. Equipment utilized by unit employees will also be in accordance with the requirements of NFPA Standards (latest revision). The Employer agrees to replace protective clothing and equipment, when worn out. This clothing, footwear and/or equipment includes, but is not limited to, Firefighters' personnel protective equipment, SCBA masks, coveralls, prescription safety glasses (inserts) for SCBA masks, eye protection, hearing protection and NOMEX hoods. Additional equipment will be provided as needed. Unit Employees will not normally be required to share any part of his/her turnouts and/or protective equipment with another employee. The abuse and/or misuse of protective clothing and equipment provided to and/or used by Fire Department employees may result in disciplinary action or require the employee to provide reimbursement to the Employer pursuant to existing laws, rules and/or regulations.

**SECTION 3.** The Parties agree that for safety considerations, grooming will be so maintained as to prevent any beard or mustache being grown in any area of the face that is in direct contact with the sealing surface of the self-contained breathing apparatus face mask. Final determination shall be in accordance with

quantitative fit testing IAW 42 CFR Part 84 by NIOSH. Hair shall be worn in such a manner that it will not interfere with the proper use of safety equipment such as helmets, SCBA'S, NOMEX hoods, and NOMEX neck shields.

**SECTION 4.** The Employer shall provide for the inspection and testing of the structural integrity and safety of the following equipment utilized by unit members of the Fire Department. Individual sources used will provide certification of said equipment in accordance with governing regulations.

- a. Self contained breathing apparatus (SCBA)- To include hydrostatic testing of pressure vessels
- b. Ground ladders
- c. Aerial ladders and water towers, and fire apparatus pumps
- d. Hydraulic systems for such equipment
- e. Rescue ropes
- f. Hazardous Materials PPE
- g. Power Equipment
- h. Medical Automated Equipment
- i. The Employer has determined that fire pumps will be routinely maintained by a certified fire pump technician.

**SECTION 5.** The Employer shall maintain an awareness of the condition of unit employees operating within their span of control during emergency and ensure that adequate steps are taken to provide for their safety and health. The command structure shall be utilized to

request relief and reassignment of fatigued crews. The Incident Commander shall consider the circumstances of each incident and make suitable provisions for rest and rehabilitation of unit employees operating at the scene. These considerations will include medical evaluation and treatment, food and fluid replenishment, and relief from extreme climatic conditions, according to the circumstances of the incident. To this end, the Employer agrees to continue providing meals [food/fluids] during emergencies of long duration [six (6) or more hours].

**SECTION 6.** The Employer shall conduct an occupational health (medical evaluation and surveillance) program to assist all unit employees to maintain optimum health on the job. Unit employees shall be given medical and physical evaluations with emphasis on Cardiac and Respiratory Diseases in accordance with existing NFPA Standards (NFPA 1582, Latest Revision) for the Firefighter occupation. All Physical Examination results will be annotated on the appropriate Department of the Navy's/Marine Corps' forms. In addition, the employer agrees, that all unit employees will be inoculated for all appropriate communicable diseases, pursuant to existing laws, rules and regulations. The employer agrees to administer an exposure control and post exposure testing plan in accordance with all applicable law, rule and regulation. The Employer agrees that employees subjected to infectious diseases, hazardous substances, toxic fumes, epoxy paint, radiation, etc., shall be given an appropriate physical evaluation as soon as practicable after the exposure. It is understood that the Employee has the responsibility of notifying the Employer of any exposure and in reporting to the Branch Medical Clinic, Bridgeport upon release from their supervisor. The

Employer will maintain an up-to-date Hazardous Materials and Infectious Diseases Exposure database for all unit employees. The Employer agrees to provide the Union a copy of this record upon request.

**SECTION 7.** The Employer shall establish and maintain a mandatory Physical Fitness Program to enable unit employees to develop and maintain an appropriate level of fitness to safely perform their assigned functions. The maintenance of fitness levels specified in the program will be based on fitness standards determined by existing law, rule, and/or regulation, that reflect the individual's assigned functions and activities, and that are intended to reduce the probability and severity of occupational illnesses and injuries. Employee will be required to complete an annual physical agility test.

## **ARTICLE 16**

### **TRAINING**

**SECTION 1.** The Parties agree on the necessity of training and development of unit members in achieving the goals of both the Fire Department and the employee. To this end the Employer agrees to follow the guidelines of applicable DoD, MCO and/or California State Fire Marshall office standards in minimum training requirements to be provided unit members. The Parties further agree to encourage unit employees to take advantage of other training and development opportunities offered by the Employer from time to time.

**SECTION 2.** Training required by the Employer will normally be accomplished while in a duty status without loss of leave or pay. The Parties agree that each

employee is responsible for applying a reasonable amount of time and effort in the pursuit of knowledge and skills that could result in personal advancement within the fire service.

**SECTION 3.** The parties agree that the safe and effective performance of duties, being fundamental to the agency mission, necessitates mentorship of new employees. Therefore, upon hiring, new employees shall participate in a Fire Department Mentorship Program under the direction of the Fire Chief. The parties agree that each employee is responsible for successfully completing the objectives of mentorship. Each employee shall receive regular written performance summaries from their designated mentor. Lead Firefighters shall conduct modular instruction and assessments on a regular basis, barring the occurrence of leave, administrative or operational obligations. Remedial training shall be conducted in all areas of deficiency. Unit employees shall maintain range safety officer in charge (RSO/OIC) qualifications based on installation requirements.

**SECTION 4.** The Employer and the Union will:

a. Agree that the professional competence of employees in the bargaining unit is important in accomplishing both the mission of the Employer and the career goals of the employee. To this end, it is important that the Employer provides relevant training programs and that employees are dedicated to self-improvement through active participation in these programs. Training required by the Employer shall normally be accomplished while the employee(s) are in a duty status (workload permitting) without loss of pay or leave. Consequently, both Parties agree to fully support the Department of Defense (DoD) Fire and Emergency Services Certification

program outlined in DoDI 6055.6M and other relevant development opportunities.

**b.** Recognizing the challenges presented by these training requirements, the parties agree to establish a Fire Department Training Committee in affiliation with the California Firefighter Joint Apprenticeship Committee (CFFJAC) (SUBJAC) to address short and long-term training strategies relating to the implementation of the DoD Fire and Emergency Services Certification Program and other relevant development requirements.

**c.** The Employer has the right to train and assign work anytime during the tour of duty. However, make-work training is discouraged and will not be assigned as punishment, reprisal or harassment.

**d.** A monthly training schedule will be posted and all deviations will be approved by the Fire Chief. Changes may be required because of weather conditions (extreme heat, high humidity and high winds), availability of facilities, availability of personnel, etc. If in a duty status, when returning from TAD, the Employee will report regardless of return time. Any deviations of travel while TAD will be as expeditious as possible and approved by the Fire Chief.

**e.** Employees are encouraged to seek out external training opportunities. To that end, the parties agree that employees who voluntarily attend training will do so at their own expense during off-duty time.

**SECTION 5.** The Employer will conduct an annual training needs survey to determine the needs and requirements of the Fire Department. A copy of the final results of any training survey will be made available to the union upon request.

**SECTION 6.** Career counseling is available from the employee's supervisor for those members requiring specific training information. To that end, training records (IDPs) are maintained by the employee and the supervisor. Applicable state and county records of training certification and re-certification are kept as part of the training record.

**SECTION 7.** Libraries on fire fighting, emergency medical services, and rescue operations will be maintained by the Employer. Materials in the libraries will be kept up-to-date in conformance with the availability of materials and funding.

**SECTION 8. TAD Travel.**

**a. Training under TAD Travel Orders**

(1) To set a guideline for TAD travel for training and the scheduling of training in a non-TAD status. The below reflects the general guidelines outlined in Code of Federal Regulations (CFR) and Joint Travel Regulations (JTR) for Civilian Personnel.

(2) Travel time will be allowed if the employee's travel exceeds the stated fifty (50) miles beyond the normal commute (normal commute is determined by the total one way distance between the employee's resident address and their permanent Duty Station/Fire Station) or from the point of origin to the training facility. Any remainder of duty time when travel is completed, leave consideration/work will be determined on a case by case basis, with consideration to total hours worked in a pay period and mental/physical abilities to perform rigorous duties required at the Fire Station.

**b. NON- TAD Training (Local Area)**

(1) In the situation of elective non-TAD type training, (Local, within the fifty (50)-mile area) the Employee will be responsible for attending the elective training during normal work hours, if the class is not mandatory but requested by the Employee, there is no additional compensation. In the case of Management initiated training (announced in advance) attendance by the Employee on their normal off duty times will be compensated.

**ARTICLE 17**

**POSITION DESCRIPTIONS AND CLASSIFICATION**

**Section 1.** It is agreed that the Position Classification Program will be conducted within the guidelines issued and authority delegated by the OPM. The Employer agrees to maintain current and accurate position descriptions for all positions in the unit, in accordance with existing instructions.

**Section 2.** The Employer agrees that each unit employee will be provided a copy of their official position description and any amendment(s) thereto. If changes are made to the official positions description, the supervisor will discuss the changes with the affected employee. To the extent that nothing shall interfere with the Employer's right to assign work, such discussion(s) will normally occur prior to making the changes. A copy of the amended position description will be provided to the affected employee(s) after it has been classified.

**Section 3.** The position description must clearly and concisely state the major duties responsibilities and supervisory relationships of the position. If a unit



employee believes that his/her position description does not properly describe the duties he/she is performing, he/she has the right to request, through his/her supervisor, that his/her work assignments be reviewed. If a satisfactory resolution of his/her complaint is not reached, the employee may grieve through the grievance procedure outlined in Article 13 of this AGREEMENT. It is understood that if the grievance goes to arbitration, the arbitrator may not classify the position.

#### **Section 4.**

a. The Employer shall apply newly issued OPM classification and job grading standards within a reasonable time in accordance with applicable regulations. The employee will be notified reasonably in advance when any changes in position classification or job grading standards will impact on unit employees at the activity. When an encumbered position is reclassified downward, the employee will receive grade/pay retention and priority consideration entitlements in accordance with applicable regulations and this agreement. The employee will receive a copy of the newly classified position description.

b. As an appropriate arrangement for employees adversely affected by the assignment of substantially different duties, the employer will make every reasonable effort to assign work consistent with the employee's series and grade level in his or her current position of record.

c. The Employer shall notify the Union in writing of the offices or individuals that have been delegated classification authority for the Fire Department.

**Section 5. Classification Review and Appeals.** If a unit employee believes that the classification (title, series, or grade) of his/her position is in error, upon request, the employee will be furnished information on appeal rights and the procedures for filing an appeal. To this end, the parties have agreed to the following:

a. An employee dissatisfied with the classification of his or her position will first discuss the matter with his or her immediate supervisor. This is the beginning of the informal review process. If the supervisor is unable to resolve the issue to the employee's satisfaction, the supervisor will, at the employee's request, arrange for the employee to discuss his or her dissatisfaction with the appropriate Human Resources staff members. An employee, upon request, will have access to pertinent information directly related to the classification of his/her position. This informal classification review process should be completed within a reasonable period of time. If the employee still believes there is an error he or she may file an appeal to the Agency or OPM as appropriate.

b. When an employee notifies the Employer that he/she wishes to file an appeal regarding job title, series or grade, he/she shall be furnished upon request information on appeal rights and procedures in applicable regulations. An employee may elect to be represented by the local Union when appealing and when discussing appeal rights and procedures with the 29 Palms Human Resources Office.

c. Classification reviews and job-grading appeals will be submitted and processed in accordance with applicable Agency and OPM regulations.

d. The effective date of a personnel action directed by an appeal decision shall be as prescribed in applicable regulations unless otherwise specified by OPM.

## **ARTICLE 18**

### **PROMOTIONS**

**SECTION 1.** The Parties agree that all promotions will be made in accordance with all applicable rules, regulations and Orders as established by Marine Corps Base, Department of the Navy, other directives of higher authority, and all supplemental or subsidiary agreements, including this one.

**SECTION 2.** Any proposal by the Parties to alter the Merit Promotion Plan for unit members will be presented for bargaining/consulting as appropriate.

**SECTION 3.** Certain actions are exceptions to the Merit Promotion Program. Typical examples include but are not limited to:

a. Promotion of employees who have held higher or equal graded positions on a permanent basis to positions for which they meet or exceed qualifying standards.

b. Placement actions required by the Priority Placement Program, Displaced Employee Program, Re-employment Priority Program, or Priority Consideration Placement Actions when the technical nature of the action would be "promotion".

**SECTION 4.** The Employer agrees to notify all Fire Department personnel whenever they have initiated recruitment for a vacancy. The Parties agree to encourage employees who meet the qualification requirements as specified in a promotion announcement

to submit and maintain an electronic resume in the appropriate online application system to enhance their promotion potential for such announcements.

**SECTION 5.** The Employer will ensure that the experience and qualifications of all applicants are evaluated against standards issued or approved by the Office of Personnel Management. The employer may interview any number of candidates referred for selection.

Comprehensive interview questions related to the vacancy will be vetted through 29 Palms Human Resources Office before being used and will comply with the merit systems principles. All candidates referred will be consistently evaluated using the same criteria. If referred but not selected, an employee may request feedback from the selecting official in the interest of improving performance for future promotional opportunities.

## **Section 6. Details and Temporary Promotions**

**a.** Details and temporary promotions to all vacant positions within the bargaining unit shall be assigned consistent with applicable instructions, laws, and regulations.

**b.** Any temporary promotion of more than 30 (thirty) consecutive calendar days shall be reported on Standard Form-50 and be maintained as a record in the employee's official personnel folder. Unit employees who are temporally promoted shall be entitled to earnings at the pay grade and appropriate step for the position.

**c.** Selections for temporary promotions of 120 (one-hundred twenty) days or less may be made on a non-competitive basis. Competitive promotion procedures

will be used for temporary promotions over 120 (one-hundred twenty) days.

## **ARTICLE 19**

### **WELFARE AND MORALE**

**SECTION 1.** The Employer recognizes the necessity of providing and maintaining reasonably comfortable living spaces in the Fire Station for unit employees while on duty.

**a.** To this end, the Employer agrees to continue providing and/or maintaining safe/sanitary living quarters, furniture, TV, appliances, utensils, lockers and bedding in the Fire Station. The Employer agrees to extend the same considerations to the living conditions in the Fire Station as is extended to other living quarters throughout MCMWTC when utilities and/or appliances breakdown or need replacement.

**b.** Building maintenance problems will be called to the attention of the supervisor on duty who will take the appropriate action to initiate correction of the problem normally within 72 hours of notification.

**c.** The Employer shall evaluate major appliances for repair or replacement within the Fire Station not later than 72 hours after the failure of the appliance. Major appliances are specifically: dishwashers, stoves, microwave ovens, ice machines, refrigerators, clothing washers/dryers and water heaters.

**d.** The Employer shall request the Medical and/or the Safety Department to inspect the living quarters of the fire station on an annual basis for discrepancies in Federal Health & Safety Regulations. The Employer

further agrees to make available for review upon request these annual inspection reports.

**SECTION 2.** The Parties recognize that the living quarters in the fire station represent space allocated as rest, washroom and sleeping areas for unit employees and agrees not to use these areas as public facilities.

**SECTION 3.** The Employer further agrees to provide unit employees sufficient time to prepare the meals that will be consumed during that specific tour of duty. Meal preparation may be conducted in conjunction with scheduled duties as long as the duties are completed in a timely manner.

**SECTION 4.** The Employer agrees to discuss proposed changes and/or improvements to living spaces with the Union and agrees to consider the recommendations submitted by the Union.

**SECTION 5.** The Public Safety Officers' Benefits Act is a law under which a claimant who has a certain relationship to a Firefighter who died because of fire fighting activity can be entitled to a monetary benefit. The Department of Justice, Bureau of Justice Assistance, Public Safety Officers' Benefits Division, administers the program. Firefighters are advised to keep potential claimants, i.e., spouse, children, and/or parents informed. A claim for death benefits must be filed within one year and medical evidence may be required to support the claim. The Employer agrees to provide assistance and support to family members/claimants under the PSOB Act. This support includes providing copies of any documents held by the Employer that is required to process the claim. All released information is subject to the Privacy Act and any other legal restraints.

**SECTION 6.** All unit employees will be provided an initial and/or replacement Uniform Allowance in accordance with applicable laws, rules, and regulations. The Uniform Allowance is governed by Title V, United States Code, Subchapter 1, Sections 5901, 5902, and 5903.

**a. Initial Allowance.** The purpose of the initial uniform allowance is to help pay the initial cost of the required station uniform for Fire Department Employees. Firefighter employees shall be paid initial allowance of \$1600.00 upon hire, with an annual replacement allowance of \$800.00 annually. The initial uniform allowance shall normally be provided to newly hired bargaining unit employees within thirty (30) days after he/she has been hired. An initial uniform allowance will be provided to Fire Department Employee(s) when a new uniform with markedly different requirements is required.

## **ARTICLE 20**

### **DURATION OF THE AGREEMENT**

**Section 1.** This AGREEMENT, as executed by the parties, shall remain in full force and effect for a period of five (5) years from the date of its approval by the Office of the Secretary of the Defense and/or his/her designated representative. Thereafter, it will remain in effect for successive periods of one (1) year, subject to approval by the Office of the Secretary of the Defense, unless either Party notifies the other in writing at least ninety (90) days prior to the next anniversary date of intention to renegotiate a new AGREEMENT. When either Party requests to renegotiate the AGREEMENT, the provisions of this AGREEMENT shall be honored until a new AGREEMENT becomes effective,

except for those provisions that are contrary to any law or regulation.

**Section 2.** This AGREEMENT, except for its duration period as specified in Section 1, may be opened for amendment by either party at any time after it has been in force and effect for at least two and a half (2.5) years. The moving party shall submit their intent to reopen the contract ninety (90) days prior to the two and half (2.5) year midterm anniversary. Any request for amendment by either party must be written and must include a summary of the amendment(s) proposed. Neither party shall submit more than three (3) articles for amendment. The parties shall meet within fourteen (14) calendar days after receipt of such request to discuss the matter(s) involved. If the parties cannot resolve the matters presented, they shall proceed with negotiations. Negotiations shall be strictly limited to those matters previously presented by the parties as being appropriate. Such amendment(s) as agreed to will be duly executed by the parties, subject to approval by the Office of the Secretary of Defense.



## Appendix

Appendix A, Official Time Request Form

## IAFF Local F-85 Union Request for Official Time

1. Officer or Steward Name (Last, first, middle)				2. Union Officer/Steward Social Security Number (Enter only the last 4 digits of the Social Security Number (SSN))																					
3. Organization																									
4. Reason for Official Time (Check appropriate box(es) below)		Date From      To		Time From      To		Total Hours																			
<input type="checkbox"/> Negotiations																									
<input type="checkbox"/> Mid-Term Negotiations																									
<input type="checkbox"/> Labor-Management Relations																									
<input type="checkbox"/> Grievance(s)																									
<input type="checkbox"/> Appeals																									
Purpose: <input type="checkbox"/> Consult or attend formal discussion with management. <input type="checkbox"/> Informal Grievance <input type="checkbox"/> Formal Grievance <input type="checkbox"/> Represent an Employee during Employer examination <input type="checkbox"/> Other: Weingarten, Formal Discussion, etc.																									
Enter Name of Employee / Grievant <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr><td style="height: 20px;"></td><td style="height: 20px;"></td><td style="height: 20px;"></td><td style="height: 20px;"></td><td style="height: 20px;"></td><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td><td style="height: 20px;"></td><td style="height: 20px;"></td><td style="height: 20px;"></td><td style="height: 20px;"></td><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td><td style="height: 20px;"></td><td style="height: 20px;"></td><td style="height: 20px;"></td><td style="height: 20px;"></td><td style="height: 20px;"></td></tr> </table>																									
6. Remarks:																									
7. Certification: I request Official Time away from my position for the purpose of conducting representational duties or union business.																									
7a. Union Official/Steward Signature:						7b. Date																			
8a. Official Action on Request:				<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved		(If disapproved, give reason why and initiate action to reschedule.)																			
8b. Reason for Disapproval:																									
8c. Supervisor Signature						8d. Date																			
<p style="text-align: center;"><b>PRIVACY ACT STATEMENT</b></p> Section 7131 of Title 5, United States Code, authorizes collection of this information. The primary use of this information is by management and your payroll office to approve and record your use of official time. Additional disclosures of the information may be: to the Department of Defense for accounting for time used to conduct representational duties.																									

In witness whereof the PARTIES hereto have entered into this agreement  
on this \_\_\_\_ day of \_\_\_\_\_ 2012.

NEGOTIATING TEAM