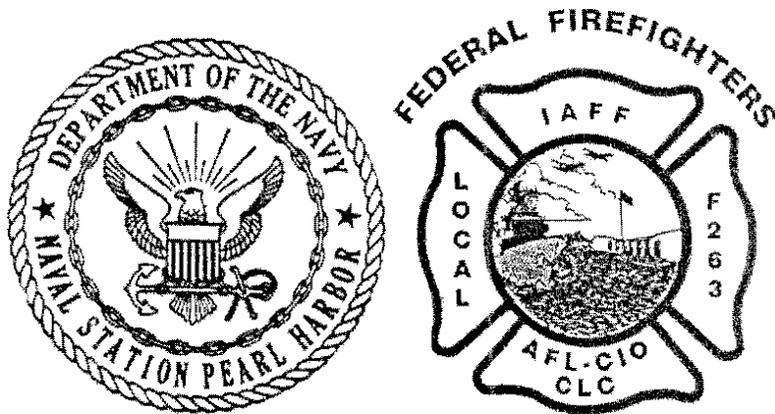


AGREEMENT BETWEEN
NAVAL STATION PEARL HARBOR
FEDERAL FIRE DEPARTMENT

AND

INTERNATIONAL ASSOCIATION OF
FEDERAL FIREFIGHTERS
LOCAL F-263



APPROVED BY THE SECRETARY OF THE NAVY ON 3 JUNE 1993

EFFECTIVE ON 9 JUNE 1993

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PREAMBLE

This Agreement is made between the Naval Station, Pearl Harbor (NAVSTA PEARL), hereinafter referred to as the “Employer”, and the International Association of Fire Fighters, Local F-263, hereinafter referred to as the “Union”, hereinafter collectively referred to as the “Parties”. Wherever the masculine term “he”, “his”, or “him” are used, they are meant to include both genders

WITNESSETH

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 safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment, 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

WHEREAS, this Agreement should be interpreted in a manner consistent with the requirement of an effective and efficient Government,

NOW THEREFORE, the Parties hereto agree within the meaning of the Civil Service Reform Act of 1978, hereinafter referred to as the “Act”, as follows:

ARTICLE I
RECOGNITION AND UNIT DESIGNATION

Section 1. The Employer recognizes the Union as the exclusive representative of all employees in the unit as defined in Section 2 of this Article. Such recognition shall continue as long as the Union is representative of the employees under the criteria set forth by the Federal Labor Relations Authority (FLRA), hereinafter referred to as the “Authority”.

Section 2. The unit is defined as follows:

a. All non-professional General Schedule employees of the Oahu Federal Fire Department, Naval Station, Pearl Harbor, Hawaii, including Fire Captains and Supervisory Firefighters GS-6. Excluded are all professional employees, management officials, Supervisors, and employees described in 5 USC 7112(b)(2), (3), (4), (6), and (7)

ARTICLE II
PROVISIONS OF LAWS & REGULATIONS

Section 1. It is agreed and understood that in the administration of all matters covered by this Agreement, the Employer, the Union, and unit employees are governed by existing laws (including P.L. 94-545, the Civil Service Reform Act otherwise known as the Statute), policies and regulations of appropriate authorities, such as Presidential Executive Orders, Comptroller General Decisions, Office of Management and Budget Issuances, Office of Personnel Management policies and regulations set forth in the Federal Personnel Manual and Department of Defense policies and regulations, Department of the Navy policies and regulations, and NAVSTA PEARL policies and regulations.

Section 2. Upon request, the Employer will furnish the Union a copy of existing Naval Station Pearl Harbor instructions, Federal Personnel Manual(s) (FPMs) and any regulation or law which involves personnel policies and/or practices and/or matters affecting working conditions of unit employees if they are normally maintained by the Human Resources Office in the regular course of business and are reasonably available. The Union agrees to pay reasonable cost incurred in furnishing such material. The Employer agrees to place the Union on the distribution list to receive copies of all NAVSTA PEARL Notices and Instructions pertinent to Civilian Personnel and matters affecting working conditions of bargaining unit employees.

Section 3. The Employer will provide a copy of this Agreement to all unit employees. Twenty-five (25) copies will also be furnished the Union for its use.

ARTICLE III
MATTERS APPROPRIATE FOR NEGOTIATION

Section 1. The parties to this Agreement have a duty to bargain collectively on the conditions of employment affecting employees in the unit. This mutual obligation to meet at reasonable times and bargain in a good faith effort to reach agreement on personnel policies, practices, and matters affecting working conditions shall not extend to matters relating to prohibited political activities, to those relating to the classification of any position, or to the extent such matters are specifically provided for by Federal statute.

Section 2. Bargaining is subject to Federal law, to Government-wide rules and regulations, and to agency rules and regulations except when the Authority has determined that no compelling need exists for the agency's rules and regulations.

Section 3. It is agreed that proposed changes in conditions of employment affecting employees in the unit and for which there is an obligation to bargain shall be accomplished by presenting a draft of the proposed change to the Union and permitting a sufficient time (not more than fourteen (14) calendar days from receipt) for study and submission of proposals. The Union agrees that, should it fail to submit proposals within the prescribed time, the Employer may then proceed to implement the proposal without the obligation to negotiate, the Union having waived that right. If the Union submits proposals, negotiations will commence within seven (7) calendar days from receipt of the Union's proposals, unless the Parties agree to a later date. Should negotiations take place, normal conduct of negotiations govern, including third party proceedings. The foregoing does not preclude the Employer from implementing policies and procedures at any time it is deemed necessary to insure effective and efficient operations as mandated by 7101(b) of the Act. In such event, the parties will continue negotiations even after the change has been implemented.

Section 4. Normally, the Union point of contact for the purpose of negotiating on any issue regarding the administration or application of this AGREEMENT shall be the duly elected President or his designated representative. If neither of these officials is available, the Union will ensure that a duly authorized representative will be present and have full authority to perform such functions. The point of contact for the Employer will be the NAVSTA PEARL labor advisor.

ARTICLE IV
EMPLOYER'S RIGHTS

Section 1. It is recognized that the customary and usual rights, powers, functions and authority of management officials are vested in management officials of the Employer. Included in these, in accordance with the Civil Service Reform Act of 1978, are the rights:

- a. to determine the mission, budget, organization, number of employees, and internal security practices of the Employer;
- b. to hire, assign, direct, layoff and retain unit employees or to suspend, remove, reduce in grade or pay, or take other disciplinary action, against unit employees;
- c. to assign work, to make determinations with respect to contracting out and to determine the personnel by which activity operations shall be conducted;
- d. to determine the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, and the technology, methods, and means of performing work.
- e. to make selections for appointments and promotions from:
 - (i) among properly ranked and certified candidates for promotion; or
 - (ii) any other appropriate source; and
- f. to take whatever actions may be necessary to carry out the activity mission during emergencies.

Section 2. Nothing in this Agreement shall preclude the Parties from negotiating:

- a. at the election of the Employer, on the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, tour of duty, or on the technology, methods and means of performing work;
- b. procedures which management officials will observe in exercising any authority under Section 7106 of the Act;
- c. appropriate arrangements for employees adversely affected by the exercise of any authority under Section 7106 of the Act by such management officials.

ARTICLE V
EMPLOYEES' RIGHTS

Section 1. The Employer and the Union agree that employees shall have and shall be protected in the exercise of their rights freely and without fear of penalty or reprisal to form, join and assist any labor organization or to refrain from any such activity. The right to assist such an organization shall extend to participation in the management thereof and acting as a representative of the organization, including presentation of its views to officials of the Executive Branch, the Congress or other appropriate authority.

Section 2. Employees have the right to request union representation at any examination of an employee by a representative of the agency in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employee.

Section 3. Nothing in this Agreement shall require an employee to become or to remain a member of the Union, or to pay money to the Union except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

Section 4. It is agreed that equal employment opportunity shall be afforded all employees on the basis of merit; therefore, there shall be no discrimination against any employee on account of race, color, religion, sex, national origin, age, or nondisqualifying handicapping condition. It is further agreed that there shall be no discrimination against any employee on account of marital status or political affiliation.

Section 5. Any employee in the unit alleging discrimination on any basis as cited in Section 1 above may elect to process the matter under the applicable statutory procedure or the negotiated grievance procedure, but not both.

ARTICLE VI
UNION RIGHTS & 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.

Section 2. The Union shall have the opportunity to be represented at:

a. 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 any personnel policy or practice or other general condition of employment; or

b. any examination of any employee by a representative of the agency in connection with an investigation, if:

(1) the employee reasonably believes that the examination may result in disciplinary action against the employee, and

(2) the employee requests representation.

Section 3. The Employer agrees to recognize the duly elected officers and stewards of the Union. The Union is authorized to designate one steward per shift for each District and one steward for Fire Prevention. The Union agrees to submit to the Employer a complete list of officers and stewards and to update the list as changes occur. The Employer will give the Union notice and sufficient time to designate a replacement before permanently reassigning a steward.

Section 4. The Employer agrees that the Union officers and stewards will be authorized a reasonable amount of official time away from the job to perform their representational activities in accordance with 5 USC 7114. Official time is not authorized for such activities as solicitation of membership, preparation for unfair labor practice charges or complaints, collection of employees' dues, campaigning for offices, distribution of literature, preparation of grievances, appeals or unfair labor practices charges, preparation for negotiation meetings, interviewing a grievant's witnesses or other matters pertaining to the internal business of the Union.

Section 5. The Union agrees that prior to performing appropriate business described in 4 above, officers and stewards shall first request permission from the appropriate supervisor, (District Chief for firefighters and Deputy Fire Chief for all others), using the Absence from Job slip (Appendix 1). The request will normally be granted unless the use of official time at that time would cause an undue interruption of work. The request for permission shall include a description of the nature of the business to be transacted, including the name of the grievant and/or complainant and the approximate duration of the absence. If the officer or grievant/complainant cannot be spared at the requested time, the appropriate supervisor shall inform the officer or steward of the time that permission may be granted to leave the job. The

employee and the Union representative will report their return to work to the appropriate supervisor.

Section 6. The Employer agrees that upon advance written request, employees who are officers and stewards may be excused without charge to leave in conjunction with attendance at training sessions on labor relations matters, provided the employee's services can be spared and such training is determined by the Employer to be of mutual concern to the Employer and the Union and the Employer's interests will be served by the employee's attendance. The Union will bear the responsibility for showing how the training will have the required benefit to the Employer. A detailed agenda with information on the material to be covered in the training session will be required in support of the request. Administrative excusal for this purpose may cover only such portions of a training session as meet the foregoing criteria. Such excusal shall not exceed a total of nine (9) work shifts in a twelve month period. Under extraordinary circumstances, the Employer will consider a request for additional time.

Section 7. The Employer agrees that national officers and other duly designated representatives of the Union who are not active employees of the Government shall be admitted to the facility upon approval of a request to the Fire Chief by the Union in accordance with NAVSTA PEARL'S Security Regulations. The Employer reserves the right to require that such visitors be escorted by a representative of the Employer during the visit to the activity.

Section 8. The Employer will, when necessary, make space available with the required degree of privacy for the Union to conduct its official representational duties. The Employer will also provide access to a telephone with an outside line for local calls. The Employer will provide the Union a bulletin board in each fire station for the purpose of posting Union information as it relates to bargaining unit employees.

Section 9. The Employer agrees that as part of their orientation, all new employees hired in a position included in the unit will be informed of the Union's exclusive recognition and will be given a copy of the current negotiated Agreement. The Employer will make all newly hired bargaining unit employees available for contact with the Union during the employee's first two weeks on the job. This orientation will be in person, will be brief (15-20 minutes) and will be held in the headquarters building. The Employer shall notify the Union of the duty assignment and shift of all newly hired employees.

Section 10. The Employer agrees that if the Employer develops a questionnaire for distribution to unit employees relating to personnel policies, practices and matters affecting working conditions, the Union will be given the opportunity to review the questionnaire and submit its comments prior to distribution. The results of the survey, in statistical form, will be made to the Union upon request. Questionnaires outside the control of the Employer will be provided to the Union prior to distribution to employees.

Section 11. The Employer agrees to consider Union representation on any standing NAVSTA PEARL committees involving the mutual interests of bargaining unit employees and NAVSTA PEARL. Such consideration shall be given upon written request of the Union for specific committee memberships after notification is given by the Employer of these committees.

Section 12. The Employer agrees to furnish the Union with all requested information which is releasable pursuant to the Freedom of Information Act and in accordance with applicable laws, regulations and instructions.

Section 13. The Employer agrees that access to information and records regarding unit employees will be in strict accordance with the Privacy Act of 1974 and NAVSTA PEARL instructions. Unit employees will be notified by the Employer when such notification is required by the Privacy Act.

Section 14. Upon request of the Union, and subject to the approval of the Fire chief or his designated representative, appropriate facilities, when available, will be provided to the Union for meeting with unit employees who are in a non-work status. The Union agrees to assume responsibility for maintaining the facilities in an as found condition.

ARTICLE VII
HOURS OF WORK AND TOURS OF DUTY

Section 1. The tour of duty will be promulgated by the Employer in accordance with Navy Department and other applicable regulations. The present work schedule (tour of duty) for Firefighters and Supervisory Firefighters is six twenty-four hour tours of duty in a pay period. The normal work schedule for Firefighters and Supervisory Firefighters shall be from 0800 to 0800, twenty-four consecutive hours of duty and shall consist of eight hours of work, eight hours of standby time and eight hours of sleeping and eating time. For the purpose of the Agreement actual work and stand-by status is defined as follows:

a. For the purpose of this Agreement, a Firefighter and Supervisory Firefighter is performing actual work when required to stand roll call, inspecting and maintaining fire apparatus and fire suppression devices located throughout the activity, inspecting buildings and area, 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.

b. For the purpose of this Agreement, an employee is in “Stand-by” status only at times when he is not required to perform actual work as described in Section 1.a. and is free to eat, sleep, read, listen to radio, or engage in other similar pursuits.

c. If the Employer has the need to schedule “actual work” as described in Section 1.a. at times other than the “core work hours”, the Employer will continue to ensure that equal amounts of stand-by time will be permitted during designated hours of work in the manner the Employer has been doing.

Section 2. Normally, the basic workweek for Fire Inspectors will be 40 hours per week, five (5) eight hour days, Monday through Friday with a thirty (30) minute lunch period. Normally, Fire Communications Operators work five (5) eight (8) hour days, Monday through Friday and weekends, working either the Day Shift (0800 - 1600), the Swing Shift (1600 – 2400), or the Night Shift (2400 – 0800) per week with two consecutive days off. The Fire Communications Operators days off shall be permanently assigned, except for fill-in assignments.

Section 3. The Parties agree to the current work periods and work practices regarding unit firefighters assigned to airfields, fire protection/suppression duties.

Section 4. The Employer agrees that when changes in established hours of work and tours of duty affecting unit employees become necessary, the Employer will negotiate the impact and implementation of such proposed changes to the extent required by the Act.

ARTICLE VIII

OVERTIME

Section 1. Determination of an employee's entitlement to overtime pay will be made in accordance with the Fair Labor Standards Act (FLSA) and other applicable laws. All time spent by an employee covered by the FLSA in performing an activity for the benefit of the Employer and under the control or direction of the Employer is hours of work. Such time includes time during which an employee is required to be on duty; time during which an employee is suffered or permitted to work; and waiting time or idle time which is under the control of the Employer and which is for the benefit of the Employer.

Section 2. The Employer and the Union recognize the importance of maintaining adequate fire protection and that, from time to time, bargaining unit employees will be required to work overtime. It is understood that the Employer has the right to make overtime assignments as it deems appropriate to carry out the mission of the Department. The Employer shall first determine the numbers, job ratings, and skills required to meet its overtime assignments and the employees who meet these requirements. Assignments to overtime will be distributed as equitably as practicable pursuant to the provisions listed below. The Employer shall provide employees with as much prior notice as practicable when overtime work will be required to be performed. However, it is recognized that unforeseen requirements may present situations when meaningful advance notification cannot be given.

Section 3. Non-Emergency Overtime. Once the need for overtime has been established, the Employer will attempt to make all overtime assignments as follows:

- a. The District Chief will first offer the overtime work to a person who is scheduled for furlough within the station in which the overtime requirement is to occur;
- b. If the scheduled furlough person declines the overtime work, it will be offered to the other persons due for furlough within the district;
- c. If the scheduled furlough persons decline, the overtime will be offered to the opposite watch personnel within the station where the overtime requirement exists.
- d. If there are still no volunteers, the overtime work may be offered to personnel from the watch opposite from that to which the District Chief is assigned;
- e. If there are still no volunteers, the persons due on the forced overtime rotation list (roster) of the work shift opposite that of the station where the overtime is to occur, shall be required to perform the overtime work;
- f. When the District Chief does not have knowledge of the overtime work requirement for his present work shift (for instance, the overtime work requirement occurs about the time of a shift change), the District Chiefs will seek volunteers for the overtime work pursuant to Section 3c through e before applying the forced overtime list.

g. The Employer will, upon request, relieve an employee from an overtime assignment where such assignment would result in an unreasonable inconvenience to the affected employee and where another employee the Employer deems qualified is willing to work.

Section 4. When an employee is suspended for any period of time for disciplinary cause, i.e., one or more days, that employee shall not be permitted to work overtime until the employee has been back to work for a period of two (2) full pay periods, unless the Employer requires the employee to work. The employee will remain the regular overtime sequence.

Section 5. Emergency Overtime. The Employer will take whatever steps are necessary to meet emergency requirements. Generally, this will include such measures as the assignment of volunteers already on duty, the recall of employees who live close to the facility, etc. Specific problems raised by the Union will be presented to the District Chief for resolution.

Section 6. The Employer does not consider it desirable to have employees work excessive periods of overtime. Accordingly, the Employer will not allow employees to remain at work for more than seventy-two (72) consecutive hours unless the Employer considers it

Section 7. Employees called in to work at a time outside of and unconnected with their regular work shift shall receive at least two hours pay at the applicable overtime rate, even if their services cannot be utilized for two hours.

Section 8. Overtime records maintained by the fire department shall be made available to Union representatives upon request for review, if necessary to resolve complaints concerning distribution of overtime work.

Section 9. In accordance with applicable rules and regulations, unit employees will not be required to earn compensatory time in lieu of overtime.

ARTICLE IX **ANNUAL LEAVE**

Section 1. 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. Employees shall accrue annual leave in accordance with applicable laws and regulations. The Employer agrees to schedule and to approve requested annual leave in such a manner throughout the leave year so that no employee is caused to forfeit leave. Annual leave will be granted in one hour increments. If the Employer's payroll system later allows for annual leave in increments of less than one hour, the Employer will afford the Union an opportunity to meet and confer on the matter. The Employer will not require employees to work during any period of charged leave.

Section 2. The Employer agrees to establish, post and insofar as practicable, follow a leave schedule affording employees an opportunity for two periods of two consecutive weeks of annual leave. Where an adjustment or change becomes necessary, the affected employees will be afforded as much advance notice as is reasonable. Changes in schedule may be made by request to the Employer where there is no conflict involved. Nothing in this Section shall preclude an employee from exchanging his annual leave period with another upon mutual consent of the employees, subject to approval of the Employer.

Section 3. Employees shall submit their leave requests to the appropriate on-duty supervisor. Normally, requests for annual leave for other than the vacation leave periods covered by Section 2 of this Article shall be submitted as soon as practicable prior to the beginning of the employee's scheduled work shift. Such leave will be scheduled on a first come first served basis.

Section 4. Where employees submit their requests for unscheduled leave on a Standard Form (SF) 71 sufficiently in advance of the date for which the leave is requested, and the Employer approves the leave, the Employer will notify the employee on the employee's shift before the leave is to commence. An employee denied such leave shall be so advised on the SF 71, including specifics for the denial.

Section 5. 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 make the leave request to the on-duty Supervisor, (District Chief for firefighters), at least one half hour before the start of the shift. If the absence extends beyond one workday, the employee shall keep the on-duty Supervisor, (District Chief for firefighters), informed of the situation and probable date of return to work. The Employer will maintain a liberal leave policy in cases of illness or death in an employee's immediate family and shall grant annual leave, advance annual or leave without pay in accordance with applicable regulations.

Section 6. The Employer agrees to permit a separate scheduled leave policy for employees of the Fire Department's Inspection Division.

ARTICLE X
SICK LEAVE

Section 1. Employees shall accrue and be granted sick leave in accordance with regulations and NAVSTA PEARL instructions. Sick leave shall be granted to employees for the following reasons:

- a. Incapacitated for performance of duties by sickness, injury, or pregnancy and confinement.
- b. Medical, dental or optical examination or treatment.
- c. When a member of the immediate family of the employee is afflicted with a contagious disease and requires the care and attendance of the employee. (“Contagious disease” means a disease which is ruled as subject to quarantine, requires isolation of the patient, or requires restriction of movement by the patient for a specified period as prescribed by the health authorities having jurisdiction.)
- d. Through exposure to contagious disease, the presence of the employee at his post of duty would jeopardize the health of others.

Section 2. An employee who is unable to report for work because of an incapacitating illness or injury shall notify his supervisor (District Chief for firefighters), as soon as practicable after becoming incapacitated, but not later than 15 minutes before the beginning of the work shift. In cases of persisting illness or incapacitation, employees have an obligation to keep their supervisors informed on a current basis of their expected return to duty. When an employee finds that the absence will extend beyond the original estimate of time, the employee will report this to his supervisor (District Chief for firefighters). Thereafter, the employee shall report his status on the first work day of each week.

Section 3. Employees who work six (6) 24-hour tours bi-weekly shall not be required to furnish a medical certificate to substantiate requests for sick leave unless their absence exceeds two (2) consecutive 24-hour tours except that, in the cases of employees suspected of abusing the sick leave privilege, the Employer may require a medical certificate for any period of absence due to claimed illness or injury.

Section 4. Employees who work the basic 40-hour workweek shall not be required to furnish a medical certificate to substantiate requests for sick leave unless their absence exceeds three (3) working days continuous duration except that, in the cases of employees suspected of abusing the sick leave privilege, the Employer may require a medical certificate for any period of absence due to claimed illness or injury.

Section 5. In accordance with applicable rules and regulations, sick leave, not to exceed thirty (30) working days duration, may be advanced to an employee in case of serious illness or disability. The Parties agree, that for the purpose of this section, drug abuse and alcoholism will

be considered and treated as illnesses and the Employer may grant advance sick leave for rehabilitation purposes.

Section 6. Employee requests for sick leave for medical, dental, or optical examination or treatment shall be made in advance of the date of the scheduled appointment. Approval of sick leave for these purposes is subject to the employee's submission of a properly completed Standard Form 71, Application for Leave, within two tours of duty after return to work, which certifies that the employee kept the appointment.

Section 7. An employee may request use of annual leave in lieu of sick leave.

Section 8. The Employer agrees that when an employee becomes seriously ill or is seriously injured while on duty, the employee's next of kin will be notified as soon as practicable in accordance with applicable NAVSTA PEARL instructions. The Employer agrees to arrange transportation to the proper medical facilities when an employee becomes seriously ill or injured.

Section 9. If the examining medical official determines that an employee is not fit for duty after reporting for work, the employee will be advised to go home or to seek appropriate medical treatment. The employee will be responsible for arranging transportation in those cases where the employee's health and welfare is not in jeopardy.

Section 10. Employee Counseling. The Employer and the Union recognize alcoholism and drug abuse as treatable illnesses. Furthermore, both parties are committed to aiding employees who request assistance in obtaining counseling services for these and other health problems which have an adverse effect on job performance. The Employer will provide assistance in accordance with applicable instructions. Appropriate leave will be granted for the purpose of treatment or rehabilitation as with any other illness.

Section 11. In accordance with applicable rules and regulations, the Employer has the right to issue a Letter of Requirement that requires an employee to furnish a medical certificate for each absence claimed as sick leave. This includes but is not limited to the following conditions:

- a. There is sufficient evidence the employee has abuse of non-documented sick leave within the previous twelve (12) month period.
- b. A pattern of sick leave usage is evident.

Section 12. In cases of suspected sick leave abuse, the Employer will consider using the following procedures: The employee shall first be advised that, because of his questionable sick leave record, a medical certificate may be requested for each subsequent absence on sick leave. If this reminder does not bring about improvement in his sick leave record, he will be advised in writing that all future requests for sick leave must be supported by a medical certificate.

ARTICLE XI
OTHER LEAVE AND EXCUSED ABSENCE

Section 1. Requests for absence or leave pertaining to matters not covered by the Agreement will be considered and approved in accordance with NAVSTA PEARL Instructions and applicable laws or regulations. Examples of such matters are court leave, jury duty, leave without pay, excused absences, compensatory time, and religious compensatory time.

ARTICLE XII

SAFETY

Section 1. The Employer will assure that safe and healthful working and living conditions are provided for bargaining unit employees that are consistent with the provisions of applicable laws and regulations. To this end, the Employer agrees that the NAVSTA PEARL'S Fire Protection and Fire Prevention Program will comply with existing DOD/Navy Directives, NFPA Standards and OSHA Regulations. 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.

Section 2. In cases where an employee alleges a condition exists that is detrimental to the health and/or safety of the employee or others, that employee should make a report indicating such conditions to the immediate supervisor. The Employer shall take prompt action to ascertain the facts upon receiving the report from the employee. Should the report prove valid, the Employer will take appropriate action to correct the work condition.

Section 3. The Employer agrees to man and operate all required fire apparatus pursuant to the provisions of higher authority law, rule and regulation. The Employer agrees, that any deviation to the minimum staffing requirements established by the DOD and the Department of Navy will only be accomplished after a waiver has been granted by the appropriate Navy authority. The Employer further agrees to notify the Union in writing of their desire to reduce the staffing levels below the minimum requirements. The Union will be provided copies of all requests for waivers initiated by the Employer in addition to any approved waivers granted by the Secretary of the Navy upon request.

Section 4. Protective clothing furnished to unit employees will be in accordance with the requirements of 29 C.F.R. 1910.156 and NFPA Standards 1500 (latest revision). 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 29 C.F.R. 1910.156 and NFPA Standards 1500 (latest revision). The Employer agrees to replace protective clothing and equipment, when worn out. This equipment includes, but is not limited to, firefighters' protective clothing, SCBA masks, prescription safety glass inserts for SCBA masks, eye protection, hearing protection and Nomex hoods. Additional equipment will be provided as the Employer determines is needed. An employee will not be required to share any part of his turnouts/and or protective equipment with another employee.

Section 5. The Employer shall provide for the inspection and testing of the structural integrity and safety of all equipment and apparatus utilized by the fire service at NAVSTA PEARL in accordance with governing regulations. The results of these tests will be made available to the Union upon request. The Employer agrees to take prompt and appropriate action when an unsafe condition involving apparatus or equipment is reported to or observed by the Employer. Repairs will be accomplished by qualified personnel. New and replaced equipment will meet applicable standards.

Section 6. The Employer shall provide appropriate training on safety and industrial health matters relating to the work environment; this includes the use and proper maintenance of protective clothing, devices and equipment. Extreme weather conditions will be considered when scheduling drills/training.

Section 7. The Employer shall conduct an industrial health (Medical surveillance) program to assist all 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 standards for the firefighter occupation. Employees shall cooperate with the Employer in the implementation of NAVSTA PEARL'S health programs. The Employer agrees, that after the initial medical physical by the Employer upon being hired, employees may have the option of taking their yearly physical by personal physician, on their time and at their own expense, or NAVSTA PEARL'S Medical Personnel. The employee must bring in results of the physical to NAVSTA PEARL'S servicing Medical Department within thirty (30) days prior to their required yearly physical. All physical examination results will be annotated on the appropriate Department of the Navy forms. In addition, the Employer agrees, that unit employees will be inoculated for communicable diseases, pursuant to existing laws, rules and regulations.

Section 8. The Employer agrees that employees subjected to infectious diseases, hazardous substances, toxic fumes, epoxy paint, radiation, etc., shall be referred for an appropriate physical evaluation as soon as practicable. The Employer will maintain an up-to-date Hazardous Materials Exposure Record for all unit employees. The Employer agrees to provide the Union a copy of this record upon request in accordance with applicable regulations.

Section 9. The Employer will welcome suggestions from the Union and unit employees which offer practical and economically feasible ways of improving safety conditions in the Federal Fire Department and NAVSTA PEARL.

Section 10. The Employer agrees to establish a Joint Labor-Management Safety Committee for the purpose of addressing Fire Department safety issues and implementing the NFPA Standards in the Federal Fire Department's Fire Protection/Fire Prevention Program. This committee will be comprised of an equal number of representatives from Fire Department Management and the Union. The committee will meet as often as needed to fully implement those portions of the NFPA Standards that are within their authority to address. The committee will make all recommendations to the Fire Chief for his approval and incorporation into the appropriate Fire Department Standard Operating Procedures.

Section 11. First Aid Kits shall be placed on structural fire apparatus so that injury sustained by firefighters or other persons can be adequately attended to by firefighters. The Employer agrees to maintain the contents of these First Aid Kits.

Section 12. The Employer agrees to provide Crash/Structural Combination gear for unit employees assigned crash/rescue details, and will inspect, maintain, and replace as necessary. This gear will comply with NFPA 1976 Standards.

Section 13. With the on-going concern over the spread of infectious diseases, the Employer agrees to provide, for the protection of unit employees, disposable gloves, micro-shields, rubber aprons, and adequate eyewash for response at any type of medical emergencies where handling the victim may be cause for concern.

Section 14. The Employer shall maintain an awareness of the condition of unit members operating within their span of control during an 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/hazardous stand-by and make suitable provisions for rest and rehabilitation of unit employees operating at the scene.

ARTICLE XIII
REDUCTION-IN-FORCE AND FURLOUGHS

Section 1. In any reduction-in-force (RIF) action, the Employer agrees to notify the Union as far in advance as possible and prior to the issuance of official notices to the employees involved. The Union shall be provided written information concerning the approximate number of employees to be reduced, the competitive levels affected, the approximate date action is to be taken, and the reason for the RIF.

Section 2. The Employer agrees that, in order to minimize the impact of a RIF, existing vacancies may be filled by the placement of well-qualified employees who might otherwise be adversely affected by the RIF action. Such placement shall be on the basis of the retention standing of employees involved.

Section 3. Employees and their representatives shall be allowed a reasonable amount of official time to review retention registers and other records pertaining to the RIF. In this regard, if the employee and his representative cannot be released from their assigned areas for this purpose, the Employer shall provide an appropriate Employer representative to meet with the affected employees and their representatives at the employees' assigned area.

Section 4. Any career or career conditional unit employee who is separated because of a RIF will have his name placed on the Reemployment Priority List and will be granted reemployment rights and assistance in accordance with applicable rules and regulations. During his eligibility for reemployment priority, such employee shall be given preference for temporary or permanent positions for which he is qualified and registered on the Reemployment Priority List which are under recruitment outside of Navy. It is understood that acceptance of a temporary appointment will not alter the employee's right to be offered permanent employment.

Section 5. Employees who have been demoted through RIF shall automatically be referred for consideration for vacancies for which they are qualified as required by published agency policies and regulations and consistent with the provisions of the Merit Promotion Program.

Section 6. It is agreed that an employee of the unit who elects to take a demotion in the unit in lieu of a RIF action must be able to perform satisfactorily the duties of the lower position where displacement of another employee is involved. The determination as to whether an employee can satisfactorily perform the duties of the lower position rests with the Employer.

Section 7. Furloughs. In the event the Employer determines a furlough is required, the following procedures will apply:

- a. The Union will be informed in advance of:
 - (1) The reason for the furlough.
 - (2) The expected length of the furlough.

(3) An estimation of the number of employees affected by the furlough.

b. All personnel actions will be accomplished in accordance with applicable laws, rules and regulations.

c. Unless the furlough results from unforeseeable circumstances, bargaining unit employees will receive at least thirty (30) days advance written notice of the furlough, will be given at least seven (7) days to answer orally and/or in writing, and will receive a written decision prior to being furloughed.

d. An employee and the Union Representative, if designated by the employee, will be authorized official time to review supporting material, seek assistance, secure affidavits and other documentary material and prepare and make their reply.

e. RIF procedures will be used when it is anticipated the furlough will exceed thirty (30) days.

f. Firefighters will be furloughed pursuant to applicable laws, rules and regulations.

ARTICLE XIV
CONTRACTING OUT

Section 1. The Employer agrees to notify the Union as soon as a determination has been made to contract out a function performed by bargaining unit employees. The Employer and the Union recognize the importance of informing the employees of the reasons for contracting out. It is the right of the Employer to make determinations with respect to contracting out. Prior to any CA study being conducted, the Union shall be so notified. The Union shall be given an opportunity to comment/input during the study. The Employer will consider the Union's input. In the event the Employer exercises its right to contract out work which adversely affects the employees, the Employer shall notify the Union of its decision. Placement of employees affected by a decision to contract out will be in accordance with applicable laws and regulations.

ARTICLE XV
POSITION CLASSIFICATION

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

Section 2. The Employer agrees that each employee will be provided a copy of his official position descriptions and any amendment(s) thereto. If changes are made to the official position description, the Employer will make the affected employees aware of the changes. Prior to meeting with the affected employees, the Employer agrees to inform the Union of the changes and to negotiate with the Union regarding the proposed changes to the extent required by law. To the extent that nothing shall interfere with Employer's right to assign work, such discussion(s) will normally occur prior to making the changes. A copy of the changed position description will be provided to the Union and the affected employees after it has been classified.

Section 3. If a unit employee believes that his position description does not properly describe the duties he is performing, he has the right to request, through his appropriate supervisor, that his position description be reviewed. If a satisfactory resolution of his complaint is not reached, the employee may grieve through the negotiated grievance procedure. It is understood that if the grievance goes to arbitration, the arbitrator may not classify the position.

Section 4. If a unit employee believes that the classification (title, series, or grade) of his position is in error, upon request, the employee will be furnished information on appeal rights and the procedures for filing an appeal. The Employer will also furnish the employee (appellant) with a copy of any forwarding letter or endorsement together with copies of all material furnished to the appellate authority. The employee may appeal through a representative designated in writing. The employee and his representative shall be granted a reasonable amount of time to prepare his appeal, and will be assured freedom from restraint, interference, coercion, or reprisal in submitting his appeal.

Section 5. It is agreed and understood that a position description is a written statement of the duties and responsibilities assigned by the Employer to a position which defines the kinds and range of duties an employee may expect to perform during the time he remains in the position. The position description is not in itself an assignment of work. The phrase "other duties as assigned" in a position description shall refer to duties or assignments reasonably related to the employee's line of work and shall not normally exceed ten percent of the total duties and responsibilities of the position. It is understood that this does not interfere with management's right to assign work.

ARTICLE XVI
PROMOTIONS AND DETAILS

Section 1. The Employer and the Union agree that all vacant positions which are filled by competitive means utilizing the Merit Promotion Plan should be filled on the basis of relative merit and efficiency of available personnel in accordance with this Agreement and applicable regulations. The overall objective of the Merit Promotion Plan is to assure that positions filled under competitive procedures are filled with the best qualified person available and that employees have an equal opportunity for advancement. All provisions of this Article are applicable only to positions in the unit.

Section 2. The Union recognizes that the Employer may utilize sources other than merit promotion and may fill vacancies by methods other than promotion, such as appointment, reinstatement, reassignment, change to lower grade, or transfer. The Employer may also cancel or postpone action to fill a vacancy.

Section 3. To facilitate prompt selection when common vacancies occur, the Employer may maintain open continuous vacancy announcements, valid for at least one year. Employees may apply for promotion at any time during the one-year life of the vacancy announcements; however, cutoff dates will be established upon receipt of the recruitment request (SF 52). After the initial closing date, only applicants who apply prior to the receipt of the recruitment request shall be considered for the vacancy.

Section 4. Job announcements shall be posted on unofficial bulletin boards throughout the Fire Department for at least five (5) calendar days. Such posting shall contain a brief description of the duties and responsibilities of the position and the required qualifications.

Section 5. The Employer agrees to temporarily promote an employee who is qualified and otherwise eligible, when it is known in advance that the employee will be directed to perform the duties of a higher level position in the unit for a period equal to two full pay periods or longer. The temporary promotion will be effected on the date the employee is assigned the higher level duties provided the Employer knows seven (7) calendar days in advance that it will be necessary to assign the duties.

Section 6. Details for a period of less than thirty-one (31) days need not be officially documented on a Standard Form 52; however, the Employer agrees to maintain a departmental record of such details if the details are to other positions and of more than five (5) work days duration. This record is to be used to credit employees for the experience gained while detailed to that position.

Section 7. The Employer agrees that all relevant fire training and experience acquired outside the confines of the Federal Fire Department shall be considered when listed on applications for merit promotions.

Section 8. If an employee is dissatisfied with a rating or ranking received in connection with a promotion examination for a position within NAVSTA PEARL, he may grieve the rating or ranking in accordance with the negotiated grievance procedure set forth in the Agreement.

ARTICLE XVII
LABOR-MANAGEMENT COOPERATION

Section 1. It is the intent and purpose of both Parties to promote and improve the efficient administration of NAVSTA PEARL and the role it plays in the defense and protection of the United States, and the well being of its employees. The Parties agree to establish a basic understanding relative to personnel policies, procedures, practices and matters affecting the working conditions of the bargaining unit employees. To this end, the Parties agree to hold meetings, the frequency of which the Parties will determine by mutual agreement, to work toward developing quality labor-management relations. These meetings will provide a vehicle for the Parties to share information, identify problems, improve communications, and to discuss personnel practices and working conditions that affect bargaining unit employees.

a. At these meetings, the Union shall be represented by the President or his designee and one Union representative designated by the Union President. The Employer shall be represented by the Fire Chief or his designee and one other management official.

Section 2. Informal Complaint Process. This section sets forth the procedures for processing complaints to agencies outside NAVSTA PEARL such as unfair labor practice (ULP) charges, OSHA complaints, classification appeals, GAO complaints, etc., before such complaints are formally filed. The expressed intent of the Parties is to facilitate informal discussion concerning alleged complaints and to enhance the possibility of informal resolution. To this end, the Parties agree to the following informal process:

a. Should either party believe that the other party has committed a ULP or other action that may warrant the filing a complaint with an outside agency, that party shall serve written notice of the alleged violations(s) upon the other party. The written notification will include a clear and concise statement of the facts constituting the alleged complaint, including the time and place of the occurrence of the particular acts, alleged violation(s) of any law, rule and/or regulation and any other supporting documentation alleged to have been violated. The party so served shall have five (5) work days from the date the informal complaint was received to investigate the matter and meet with the other party in an attempt to informally resolve the allegations(s). If the matter is not resolved after the expiration of the five day period, the charging party may proceed to file the complaint with the appropriate agency. For the purpose of this section, service will be made to the Fire Chief or the Union President, personally or by registered/certified mail, return receipt requested.

ARTICLE XVIII
DISCIPLINARY ACTION

Section 1. Disciplinary actions shall be initiated and effected in accordance with the provisions of the Agreement and applicable laws, regulations and NAVSTA PEARL instructions. Disciplinary actions will be taken only for just cause, and the penalty imposed shall be the minimum, in the judgment of the disciplining official, that can reasonably be expected to correct the affected employee and maintain discipline and morale among other employees. For purposes of this Article, corrective measures range from a letter of reprimand to a suspension of 14 calendar days or less. Suspension shall only be taken for such cause as will promote the efficiency of the service (including discourteous conduct to the public confirmed by an immediate supervisor's report or for such instances within any one-year period or any other pattern of discourteous conduct).

Section 2. Prior to initiating disciplinary action against an employee, a preliminary investigation or inquiry shall be made by the immediate supervisor or other responsible official as is necessary to determine the facts in the case. A discussion will normally be held with the employee except where circumstances make such discussion impractical. The employee is entitled to representation if he requests it. During the discussion or any other part of the pre-action investigation, it is in the best interest of the employee to answer work-related questions.

Section 3. When a decision is made to propose a suspension of 14 calendar days or less, the affected employee is entitled to:

- a. An advance written notice stating the specific reasons for the proposed action;
- b. At least 10 calendar days to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer. This time limit may be extended upon showing of good cause;
- c. Be represented by an attorney or other representative; and
- d. A written decision and the specific reasons therefor.

Section 4. In the event the decision is made to issue a letter of reprimand or to take the proposed, or less severe suspension action, the employee shall be advised that he may grieve the action under the negotiated grievance procedure.

ARTICLE XIX
ADVERSE ACTIONS

Section 1. An adverse action means a removal, a suspension for more than 14 calendar days, a reduction in grade or pay, or a furlough of 30 days, or less. For the purpose of this Article, the provisions of Chapter 75, Subchapter II, 5 U.S.C. apply. The Employer may take such adverse action against an employee only for such cause as will promote the efficiency of the service.

Section 2. An employee against whom an adverse action is proposed is entitled to:

- a. at least 30 days advance written notice, unless there is a reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, stating the specific reasons for the proposed action;
- b. a reasonable time, but not less than seven days, to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the proposed action;
- c. the right to review the material on which the proposal was based and which is relied upon to support the reasons in the notice of proposal;
- d. be represented by an attorney or other representative; and
- e. a written decision and the specific reasons therefor.

Section 3. In the event the decision is made to take the proposed, or less severe adverse action, the employee shall be informed of his right and the time frame to appeal the decision to the Merit Systems Protection Board (MSPB) or through the negotiated grievance procedure, but not through both procedures. The employee may grieve under the negotiated procedure at any time after the effective date of the action but not later than 15 calendar days after the effective date of the action.

ARTICLE XX
GRIEVANCE PROCEDURE

Section 1. This Article provides an orderly procedure for the prompt and equitable settlement of grievances. It is the sole procedure that will be used by the parties to this Agreement and unit employees in processing grievances which fall within its coverage unless an employee chooses a statutory procedure as provided in Sections 10 of this Article.

Section 2. A grievance means any complaint:

- a. by any employee concerning any matter relating to the employment of the employee;
- b. by the Union concerning any matter relating to the employment of any employee;
- c. by any employee, the Union or the Employer concerning the effect or interpretation, or a claim of breach of this Agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 3. The grievance procedure shall not apply to any grievance concerning;

- a. any claimed violation relating to prohibited political activities;
- b. retirement, life insurance, or health insurance;
- c. a suspension or removal for national security reasons;
- 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. nonadoption of a suggestion, performance award or other kind of honorary or discretionary award;
- g. performance warnings and notices of proposed actions;
- h. Letters of Caution
- i. decision of another activity;
- j. actions where the head of the activity does not have the authority to grant the corrective action desired;

k. separation for failure to satisfactorily complete a probationary period as covered in FPM Chapter 315;

l. discharge of temporaries;

m. separation within the first year of an employee on a Veteran's Readjustment Appointment.

Section 4. A grievance which questions the interpretation of published Navy policies or regulations, provisions of law or regulations of appropriate authorities outside the Navy will be processed as follows:

a. Processing of the grievance beyond Step 1 of Section 6 (Step 2 if grieving a disciplinary action in accordance with Section 6 of this Article) will be delayed until the questioned policy, law or regulations has been interpreted. The Employer will forward the position papers of both Parties to the cognizant office of issue in the Department of the Navy or ADNCO (CIVPERS/EEO) as appropriate.

Section 5. To be timely, a grievance must be presented within fifteen (15) calendar days after the date of the particular act or occurrence which gave rise to the grievance, or within fifteen (15) calendar days after the grievant became aware of the act or occurrence, but in no case later than thirty (30) calendar days after the act or occurrence.

Section 6. The following procedure applies to all unit employees:

Step 1. An employee shall first discuss the grievance with the appropriate supervisor, normally and immediate supervisor, in an attempt to resolve the matter. The supervisor shall make whatever investigation deemed necessary and render an oral decision to the employer within seven (7) calendar days after the discussion. If the employee is not satisfied with the decision, the grievance may be submitted to Step 2.

Step 2. The grievance shall be submitted in writing to the Fire Chief within ten (10) calendar days after receipt of the Step 1 decision. Within seven (7) calendar days after receiving the grievance, the Fire Chief shall meet with the grievant and other appropriate persons. Within seven (7) calendar days after the meeting, the Fire Chief shall give his decision in writing, with a copy to the Union. If the grievant of the Union is not satisfied with the decision, the Union may, within ten (10) calendar days from the date of receipt of the decision, invoke arbitration in accordance with Article XXI, Arbitration.

Section 7. At each step of this procedure, an employee grievant shall be represented and accompanied by a Union designated representative. As an exception to this requirement, an employee or group of employees wishing to present a grievance under this procedure without the intervention of the Union may do so. The Employer may adjust such grievances so long as the adjustment is not inconsistent with the terms of this Agreement and the Union has been given the opportunity to be present during the grievance proceedings.

Section 8. At Step 2 of this procedure and at any arbitration proceeding, both the Union and the Employer may call a reasonable number of relevant witnesses. Employees required to appear at such meetings and proceedings shall not suffer any loss of pay or leave while so appearing.

Section 9. Grievances between the Union and the Employer shall be processed in the following manner:

a. The grieving party shall submit its grievance in writing to the Fire Chief or the President of the Union as the case may be, within fifteen (15) calendar days after the date of the particular action or occurrence which gave rise to the grievance, or after the party became aware of the action or occurrence, but in no case later than thirty calendar (30) days after the act or occurrence.

b. Within seven (7) calendar days after receipt of the grievance by either party, the Fire Chief or his designated representative and the President of the Union will meet to resolve the issue. If the grievance is resolved at such a meeting, the parties will execute a memorandum of agreement setting forth the resolution. If the grievance is not settled, the party to whom the grievance was submitted shall forward its written decision to the grieving party within ten (10) calendar days after the meeting.

c. If the decision is unacceptable, the grieving party may submit the grievance to arbitration within 15 calendar days after receipt of the decision. Submission to arbitration shall be in accordance with Article XXI, Arbitration.

Section 10. Prior to filing a grievance of discrimination, the employee will contact an EEO Counselor within fifteen (15) calendar days from the date the employee became aware of the alleged discriminatory act. Within fifteen (15) calendar days after receipt of the notice of final interview, the employee may file a grievance of discrimination in writing beginning at Step 2 of Section 6 of this Article. Further processing of the grievance will be in accordance with Section 6. If, however, the alleged discriminating official is at a level above the Fire Chief, the grievance will be submitted directly to the Commanding Officer, who will render a written decision to the grievant within sixty (60) calendar days of receipt of the grievance. If the grievant and the Union are not satisfied with the Commanding Officer's decision, the Union may within ten (10) calendar days from the date of that decision, invoke arbitration in accordance with Article XXI, Arbitration.

Section 11. Grievances based on letters of reprimand, letters of requirement, or suspensions of fourteen (14) calendar days or less, will be submitted to the Fire Chief at Step 2 of the Grievance Procedure. Grievances based on suspensions of more than fourteen (14) calendar days will be submitted to the Commanding Officer.

Section 12. When several employees have a common grievance, the Union will select one (1) case for processing under this procedure and the results will be applicable to the other employees concerned. The Union will provide the Employer, in writing, with the names of the aggrieved employees. Such notification to the Employer will be made prior to entering a grievance at Step 1.

Section 13. All time limits prescribed in this Article may be extended by mutual consent upon a showing of good cause prior to the end of the time limit. Failure of the Employer to observe the time limits with respect to any step in the grievance procedure shall automatically move such grievance to the next step. Failure of the employee, his representative or of the Union to observe the time limit shall constitute withdrawal and termination of the grievance.

Section 14. Nothing in this Agreement shall be so interpreted as to require the Union to represent an employee in processing a grievance, or to continue to represent him, if the Union considers the grievance to be invalid or without merit.

ARTICLE XXI **ARBITRATION**

Section 1. Arbitration may be invoked only by the Union or the Employer and shall extend only to matters which may be processed under Article XX, Grievance Procedure. The arbitrator's award shall be binding on the Parties except that the Union or the Employer may file exceptions to the arbitrator's award in the manner prescribed by law.

Section 2. When the Union or the Employer invokes arbitration, the Parties shall meet within seven (7) calendar days after receipt of the notification for the purpose of selecting an arbitrator. Consideration will first be given to qualified arbitrators available on Oahu. If agreement cannot be reached, then the Parties shall jointly request a list of seven (7) names from the Federal Mediation and Conciliation Service. The Parties shall meet again within ten (10) calendar days after receipt of the list of names. If agreement cannot be reached on one of the names from the list, the Union and the Employer shall each strike one name from the list in rotation until only one name remains. The person whose name remains on the list shall be the duly selected arbitrator. The order of striking shall be determined by the flip of a coin.

Section 3. Following selection and receipt of acceptance from the arbitrator, the Parties will prepare a joint letter submitting the matter in dispute. This letter shall present, in question form, the matter on which arbitration is sought; it shall also outline the rules governing arbitration and the fees and expenses which will be paid. It may contain mutually agreed upon stipulations of fact, and it may be accompanied by any documents the parties mutually agree should be submitted to the arbitrator in advance of the hearing but which may not necessarily be stipulations of fact. Post-hearing briefs may be submitted provided both parties agree or the arbitrator requests them.

Section 4. In considering any case submitted under the provisions of this Agreement, the arbitrator shall be instructed to limit his proceedings to the specific issue jointly submitted by the Parties and to the evaluation of the testimony, evidence and arguments presented for the purpose of determining whether the action taken was reasonable or warranted or whether it was arbitrary or an abuse of discretion. The arbitrator shall be instructed that he may not change, modify, alter, delete or add to the provisions of the Agreement, that such right is the prerogative only of the contracting parties.

Section 5. The Arbitrator's fee and all expenses (per diem, travel and hearing transcripts) shall be borne equally by the Employer and the Union.

Section 6. In the event the Employer or the Union takes the position that a certain matter is not grievable/arbitrable, the question grievability/arbitrability shall be submitted to arbitration together with the dispute on the merits of the matter before the same arbitrator who shall first determine the question of grievability/arbitrability. If it is determined that the matter grievable/arbitrable, the arbitrator shall then consider the dispute.

Section 7. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic work week. The employee, the Union representative, and

witnesses who have direct knowledge of the information relative to the case, shall be excused from duty, if otherwise in a duty status, while participating in the hearing.

Section 8. The Arbitrator will be requested to render his decision as quickly as possible, but in any event not later than thirty (30) calendar days after the conclusion of the hearing unless the Parties mutually agree to extend the time limit.

Section 9. The time limits in this Article may be extended by mutual agreement of the Employer and the Union.

ARTICLE XXII

STATION UNIFORMS

Section 1. This Article sets forth the terms and conditions for providing, maintaining, and the wearing of the station uniform, protective footwear and uniform allowances for bargaining unit employees. The requirements and conditions for the station uniform for bargaining unit employees will be in accordance with the provisions of CPI 594-B, NFPA 1975 Standards, and this Article which provides the best protection possible for the firefighters employed at the NAVSTA PEARL'S Fire Department. There will be no changes in the prescribed station uniform without affording the Union its statutory rights.

Section 2. UNIFORM ALLOWANCE. Unit employees will be provided a 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 uniform for bargaining unit employees. The initial allowance shall not exceed \$400. The initial uniform allowance shall be provided to newly hired bargaining unit employees within sixty (60) days after their date of hire. The Employer further agrees to pay an initial allowance when a bargaining unit employee is transferred/promoted to a new position with markedly different uniform requirements consistent with past practice. This allowance will be paid the first quarter after the employee is transferred to the new position.

b. Replacement Allowance. The purpose of the replacement uniform allowance is to help pay for the replacement of worn uniform parts. The replacement allowance shall be \$350 annually starting in FY 93. The replacement allowance shall be paid to bargaining unit employees quarterly. The replacement allowance checks will be paid within the first 30 days of each quarter. Either party may open this Agreement on the sole issue of replacement allowance after the Agreement has been in effect for six months. Either party may use this provision only once during the life of the contract.

c. Whenever the provisions of Title V, United States Code, Subchapter 1, Sections 5901, 5902, and 5903 are changed, the Employer shall make written notification to the Union, which may request impact and implementation bargaining.

Section 3. The Employer agrees to initially provide appropriate insignia/devices, i.e., cap device and badge to all bargaining unit employees and collar devices to Fire Captains/Inspectors. Since employees are required to wear the aforementioned items while performing training and actual firefighting operations, some could become damaged, lost, or stolen. Therefore, the Employer will replace the damaged, lost, or stolen item(s) unless negligence on the part of the employee can be substantiated. As soon as the loss is discovered, the employee shall report it to his immediate supervisor. Repair of damages to any of these accessories shall be borne by the Employer. In the event the loss was the result of theft on Government premises, the employee will report the incident to his immediate supervisor for action. Uniform employees will be allowed to wear the highest level of firefighter certification on their right sleeve.

Section 4. Prescribed (Standard) Uniform. The uniform for bargaining unit employees shall consist of jacket, trousers, shirt, and cap as described below and outlined in CPI 594-B.

Section 5. MODES OF DRESS. The standard uniform for bargaining unit employees will be worn in two (2) modes, the dress mode and the work mode. These modes of dress shall be accomplished by adding and/or subtracting various uniform parts. The modes of dress are described as follows:

a. Dress Mode. The dress mode for bargaining unit employees will consist of the uniform shirt, trousers, cap, and jacket. This uniform will be worn for special and/or official functions, such as funerals, award ceremonies and parades, etc.

b. Work Mode. The work mode for employees will consist of the uniform shirt, open collar, trousers, jacket (dependent on climatic conditions). The baseball cap (outdoors) will be worn when engaged in routine duties, training exercises, classes, and in a leisure status.

c. Standards of Appearance. When wearing the uniform, bargaining unit employees will at all times present a neat appearance -- clothes cleaned, pressed, and in an acceptable state of repair. The Employer agrees, that bargaining unit employees shall not be required to wear the station uniform to and from work.

d. Abbreviated Uniform. Bargaining unit employees, while in the Fire Station or on Fire Station grounds, will be allowed to wear white or navy blue tee shirts which may express a fire service related logo and will be color coordinated to the fire service uniform. Such alternate clothing will be at the expense of the employee. Appropriate uniform will be required upon leaving the Fire Station. Furthermore, during their stand-by period, bargaining unit employees will be permitted to wear the abbreviated uniform and/or relaxed attire in and around the Fire Station. The employees will normally be in the work mode uniform by 0700 but must be in the work mode uniform by 0730.

Section 6. Protective Footwear for bargaining unit employees will comply with and meet the standards of NFPA 1974. The standard establishes minimum design and performance criteria for protective footwear designed to mitigate adverse environmental effects to the feet and ankles during routine and emergency operations.

ARTICLE XXIII
INJURY COMPENSATION, LIGHT DUTY, AND
PUBLIC SAFETY OFFICERS' BENEFIT ACT

Section 1. Injury Compensation. An employee who is injured or suffers an occupational disease in the performance of his duties will be compensated in accordance with applicable rules and regulations. Once the employee reports the injury or occupational disease to his supervisor, the Employer agrees to counsel the employee on the procedures for filing claims and the benefits to which he is entitled. The Employer agrees to take the appropriate actions to ensure bargaining unit employees are not adversely affected as a result of the lost time injury/illness. This does not preclude the Employer from taking adverse actions when necessary.

Section 2. Light Duty. The Employer agrees that, in accordance with applicable local instructions, the policy of the facility is to utilize to the extent practicable those unit employees who are temporarily incapacitated due to on-the-job injury or occupational illness as long as the Employer believes their services will not cause further harm to themselves or others. To the extent the employee's medical restrictions permit, the Employer shall make every reasonable effort to utilize bargaining unit employees within the Fire Department.

Section 3. The parties agree that pregnancy in the Fire Service should not be treated any differently than any other medical condition in the fire service that may inhibit a firefighter's ability to perform her job. The Employer agrees to arrange, upon request, the availability of a physician who can advise firefighters with regard to their reproductive health and suitability for various duties. The Employer agrees to make unit employees (male/female) aware of the potential risks to themselves and the health risks to their potential offspring.

Section 4. Public Safety Officers' Benefit Act (PSOB). The PSOB is a law under which a claimant, who has a certain relationship to a firefighter who died because of firefighting activity, can be entitled to a monetary benefit. The Department of Justice, Bureau of Justice Assistance, Public Safety Officers' Benefits Division administers the program. Bargaining Unit Employees are advised to keep potential claimants, i.e., spouses, 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 keep accurate records of all unit employees to ensure that all required information is maintained and updated annually. The Employer and the Union will assist claimants upon request.

Section 5. The Employer agrees to cooperate with the Union in its efforts to establish an Honor Guard in the event of the demise of one of the active duty and/or retired members of the bargaining unit and the Federal Fire Department, NAVSTA PEARL.

The Honor Guard shall be composed of fellow employees from the unit and shall be selected by the employees of the unit and/or the family.

ARTICLE XXIV
CHANGING/EXCHANGING TOURS OF DUTY

Section 1. Employer Changes to Established Work Schedules. The Employer retains the right to change furlough days and to reassign bargaining unit employees to meet mission requirements. The Employer will not change, reassign a bargaining unit employee solely as reprisal for union activity, for personal dislike, or out of caprice. When it is necessary to adjust furlough days or permanently reassign bargaining unit employee(s), the Employer shall make every effort to satisfy these requirements through qualified volunteers. If the employee and/or the Union believes that the change of furlough days or reassignment violates the intent of this section, the employee/Union may file a grievance in accordance with Article XX of this Agreement.

Section 2. Permanent and Temporary Reassignments. Bargaining unit employees will be permanently and temporarily reassigned in accordance with the following:

- a. "Reassignment" as used herein means movement of an employee to another position at another work station with no change in grade or pay.
- b. In effecting permanent reassignments, the Employer will give the affected employee and the Union fourteen (14) calendar days notice. The reassignment notice will be issued in writing using the Federal Fire Department's reassignment form.
- c. When the Employer chooses to fill a vacant position by reassignment, consideration will be given to those employees who have indicated an interest in the position by having on file a reassignment request form. However, the Employer will select the person the Employer considers to best meet the Department's needs.
- d. When the Employer fills a vacant position by reassignment and there are no applicable reassignment requests on file, the Employer will not be required to give fourteen (14) calendar days notice to the employee or the Union if the Employer fills the position with a volunteer.
- e. The fourteen (14) day advance notice requirement will apply to Employer-directed reassignments not involving vacant positions.
- f. The Union recognizes the Employer's need to make "fill-in assignments" and no advance notice will be required. The Parties consider a "fill-in assignment" to be the temporary reassignment of an employee to a position at another workstation for one work shift or less. In making "fill-in assignments", the Employer will continue to follow current procedures.
- g. In making temporary reassignments of two (2) pay periods or less, the Employer will give the affected employee one (1) shift prior notice. When making these reassignments, the Employer will continue to follow the current procedures. For temporary reassignments which exceed two (2) pay periods, the Employer will normally give the employee fourteen (14) calendar days notice, but may give less notice if required by the operational situation.

h. If the Union wishes to meet with the Employer to discuss a scheduled reassignment, the Union will request the meeting sufficiently in advance so that the meeting can be held at least seven (7) calendar days prior to the scheduled reassignment. Upon such request, the Parties will meet and upon request, the Employer will explain the reason for the reassignment. The Employer will give good faith consideration to any arguments and recommendations made by the Union.

Section 3. Trading of Furlough Days. Employees assigned to the same district may exchange furlough days upon submission of written request and with the approval of the appropriate on-duty supervisor. Exchanges must be made by mutual agreement between the employees concerned. Such exchanges shall not result in either working more or less than an employee's 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 4. Trading of Time.

a. It is understood and mutually agreed to by the Parties that the practice of "Trading of Time" between bargaining unit employees will be permitted, provided that the following conditions are met:

(1) Trading of time will be limited to employees of the same District and allowed only in four (4) hour increments beginning at 0800.

(2) The Trading of time is done "Voluntarily" by Fire Department employees participating in the program and not at the behest of the Employer.

(3) The reason(s) for the trading of time is not due to the Employer's business operations, but the employee's desire or need to attend to personal matters.

(4) A record of all trading of time is maintained by the Employer.

(5) An employee who exchanges duty time must be fit for duty when reporting for work.

(6) A complete and explicit turnover of responsibilities shall be made between the off-going and on-coming employees at that time.

(7) Exchanges will be between employees of the same grade and/or with the same qualifications, as determined by the Employer, except that Fire Captains may exchange time only with Fire Captains.

(8) Bargaining unit employees will not work more than three (3) consecutive 24 hour shifts as a result of trading time.

(9) Bargaining unit employees found abusing the provisions of this section will lose the privilege of participating in this program for the life of this Agreement. The parties

agree that the provisions of this section are not covered under the negotiated grievance procedure.

b. Employees who wish to trade time will submit written requests to the appropriate on-duty supervisor 48 hours prior to the exchange. The request will specify the exact dates and time to the trade. The supervisor will approve/disapprove the request and maintain a record of all time traded. Requests will not be disapproved arbitrarily. Disapprovals, with justification therefor, will be provided in writing upon request of the employee.

c. It is understood that since the exchange of time is voluntary between the employees who trade, if, as a result of an exchange or a proposed change between two employees, the employees disagree with each other regarding the terms of the exchange, those employees must resolve the disagreement by themselves. Any bargaining unit employee failing to repay the time traded, for any reason, shall lose the privilege of trading time for the life of this Agreement. The Parties agree that this penalty is not grievable.

Section 5. Early Relief. The Employer agrees to support the practice of early relief wherein bargaining unit employees may relieve another employee on the previous shift or tour of duty prior to the scheduled starting time. Such early relief may occur pursuant to employee agreement whether expressed or implied. This practice will not have the effect of increasing or decreasing the number of compensable hours of work, over a period of time, where it is voluntary on the part of the bargaining unit employees. The following guides are applicable to this practice.

a. Employees reporting in on Early Relief will be required to report to the immediate supervisor on duty with the employee being relieved.

b. Early Relief is limited to one (1) hour or less and need not be recorded. Early Relief requires supervisory approval one (1) shift in advance. The supervisor will not withhold the approval arbitrarily.

ARTICLE XXV
NAVY'S DRUG FREE WORKPLACE PROGRAM

Section 1. The Employer and the Union recognize that illegal drug use is a threat to the public's welfare and the bargaining unit employees. Thus, the Employer shall take necessary steps, including drug testing, to eliminate illegal drug usage. It is the goal of this Article and the DFWP policy to prevent illegal drug use in the workplace (Fire Department). The DFWP is solely initiated at the behest of the Employer.

Section 2. In order to eliminate the safety risks which result from being under the influence of illegal drug usage, the Parties agree that the establishment and administration of the DFWP shall be accomplished in compliance with applicable laws, rules, and regulations including NAVSTA PEARL instructions. The Employer agrees that the Union will be notified, in writing, of any changes to existing laws, rules, and regulations, prior to implementation for the purpose of affording the opportunity to negotiate the impact and implementation of the proposed changes.

Section 3. The Parties agree that testing referred to by the term "Drug Test" in NAVSTA PEARL Instructions shall mean urinalysis at this time. The Union will be notified, in writing, in advance of any proposed changes to the method/procedure utilized for testing bargaining unit employees. The Employer further agrees, that under no circumstances will an employee be subject to urinalysis testing as a punitive measure. Urine collection shall be conducted in a manner which provides a high degree of security for the sample and freedom from alteration.

Section 4. Testing Designated Positions as described in CPI 792-3 are those positions within the Federal Fire Department (Firefighter GS-0081 Series), Naval Station Pearl Harbor that the Employer has determined to meet the criteria for random drug testing. If modified by the Employer, the Union will be advised in writing.

Section 5. Frequency of Testing. Random Drug Testing will be conducted in accordance with established laws, rules, and regulations, including the DOD and the Department of the Navy Regulations.

Section 6. Notification of Employees. In the event Drug Testing is required, the Employer shall inform concerned bargaining unit employee(s) in advance of the following:

- a. The reason for the Drug Test.
- b. How the employee was selected (Random, Suspicion, Investigation, etc.).
- c. Consequences of a positive result including possible disciplinary action up to and including removal.
- d. Consequences of a refusal to cooperate including possible disciplinary action up to and including removal.

e. Bargaining unit employees may disclose the legitimate use of a specific drug, food, vitamin, and/or any item ingested that they believe may affect the outcome of the impending test, at the outset of any testing. Bargaining unit employees will have an opportunity to provide documentation supporting the legitimate usage upon a positive test result.

f. Of the availability through the Employee Assistance Program of Drug Abuse Counseling and Referral Services which the employee can voluntarily use.

g. An employee may contact the Human Resources Office to determine if his health benefit plan provides coverage should there be a positive test result. An employee may also make arrangements for an additional sample through a private institution of his choice at his expense.

Section 7. Elements of the Testing Procedure. The Employer agrees that the following procedures will be utilized, subject to law, rule or regulation (including DOD and the Department of the Navy regulations).

a. Upon direction of management, designated bargaining unit employees will report to the designated location to be tested.

b. Tests will be given in accordance with the guidelines established by the Department of Health and Human Services and applicable court decisions.

c. Upon a positive urinalysis test, the Medical Review Officer (MRO) can order another sample be given if, in the opinion of the MRO, a second sample is necessary.

d. Upon a confirmed positive test result by the Medical Review Officer the Employer can consider taking any and all of the following actions: temporarily assigning such employees to other duties; placing employees on administrative leave; placing employees in some other status; or any other action as provided for in applicable directives.

e. The Employer, the Drug Program Coordinator (DPC) shall determine the method of random selection from the pool of employees subject to random testing. To the extent the selective program is not compromised, the Employer will provide the Union a copy and demonstration of the selection program used. The Union will be notified in writing, in advance when the selection method/process is being changed. The Employer will also provide the Union copies of all relevant information relating to the DFWP upon written request.

Section 8. Confidentiality and Safeguarding of Information.

a. Samples will be subject to the Chain of Custody established by the Department of Health and Human Services and Department of Navy guidelines.

b. Within the requirements of law and regulations, including the Privacy Act, bargaining unit employees will be assured that matters relating to Drug Testing will be treated confidentially. Information will be released only to those officials/agencies authorized by regulation. The Employer shall insure that Drug Test Records are maintained in accordance with the Privacy Act.

c. Upon request, an employee may review and receive copies of documentation maintained by the Drug Program Coordinator relative to the employee's individual drug test.

d. Employees may contact the Drug Program Coordinator to determine results of their drug tests.

Section 9. Counseling and Rehabilitation.

a. Bargaining unit employees whose tests have been confirmed positive will be notified in writing of the opportunity to be referred to the Employee Assistance Program Counselor for counseling. Employees will be informed of the consequences should they refuse counseling or rehabilitation. If the bargaining unit employee chooses to participate in the program further urinalysis may be conducted.

b. The Parties agree that the Employee Assistance Program will provide counseling to bargaining unit employees who either volunteer or are management referred for this counseling.

c. Normally, bargaining unit employees may be returned to duty after successful completion of rehabilitation. The employee may return to the same or similar position occupied before the drug program was identified unless the Employer determines there are reasons for alternative assignment, or may be removed.

d. Safe Harbor. Under "Safe Harbor", a bargaining unit employee may voluntarily identify himself as a user of illegal drugs, prior to being so identified by other means, and seek counseling or rehabilitation assistance without being subject to disciplinary action for prior drug use. This does not affect the ongoing operation of the Civilian Employee Assistance Program (CEAP), under which employees may seek rehabilitation assistance for drug abuse problems and be assured that such information will not be released to activity management officials.

Section 10. Consent Forms. No bargaining unit employee shall be required to sign any document associated with the Drug Testing Program stating he agrees with it when, in fact, he does not agree with the program. This does not preclude employees being required to sign documents indicating that Drug Testing is compulsory and informing the employee of the consequences of refusing to cooperate in the program. Employee signatures on such documents will merely signify notice and understanding of the terms of the document.

Section 11. Voluntary Testing Program. The Employer will not coerce or require bargaining unit employees to participate in the voluntary programs established under Section III (b) of Executive Order 12564. Participation or non-participation in the voluntary testing program will neither advantage or disadvantage bargaining unit employees.

Section 12. Qualifications of Tester. The Parties agree that the Department of Health and Human Services is responsible for determining the qualifications of the laboratory and their personnel.

ARTICLE XXVI
FIRE DEPARTMENT TRAINING

Section 1. The Employer and the Union agree that training and development of employees in the unit are important in accomplishing both the mission of the Employer and the Federal career goals of the employee. The Employer will develop, promote and maintain adequate training programs which are consistent with the needs of the Federal Fire Department, NAVSTA PEARL. The Employer agrees to provide unit members with information concerning available firefighting schools conducted by the DOD and the State of Hawaii. The Employer will consider sending employees to such schools. Training directed by the Employer in connection with the assigned duties of the position shall be accomplished while the employee is in a duty status. The Parties agree that each employee is responsible for applying a reasonable amount of personal time and effort to keep abreast of the changing technology of his occupation.

Section 2. The Union supports the Employer's Recruit Training Program for newly hired employees with little or no firefighting experience.

Section 3. All training opportunities will be offered without regard to race, religion, color, national origin, age, sex, handicap, political/or union affiliation or any other non-merit factor.

Section 4. Career counseling may be provided by the Employer for those employees who request specific information regarding training and development opportunities.

Section 5. The Union will be permitted to submit comments and recommendations regarding training needs to the Fire Chief for consideration prior to the Fire Department's submission of its annual training plan as part of the NAVSTA PEARL Training Plan. Upon request, the Union will be supplied with a copy of the Fire Department training plan as it relates to unit employees. In addition, the Employer agrees to maintain complete training records for all unit employees. Copies of these training records shall be provided to the employee upon his request.

Section 6. The Employer further agrees to establish an adequate library throughout the Federal Fire Department, on the Science of Firefighting, Fire Prevention, Dispatching, Emergency Medical Services and Rescue Operations at no cost to the employees.

Section 7. A bargaining unit employee who is assigned to a new position will be given a reasonable period of time, as determined by the Employer, to become familiar with the requirements of the new position.

Section 8. Inasmuch as the sole purpose of job training is to assist in maintenance and retention of a fully qualified Fire Protection/Fire Prevention workforce, training will not be assigned nor drills held as punitive measures. Extreme weather conditions will be considered by the Employer when scheduling outside drills/training.

ARTICLE XXVII
HEALTH, WELFARE AND MORALE

Section 1. The Employer recognizes the importance of providing and maintaining comfortable living spaces for bargaining unit employees on duty, to include, but not limited to, adequate lighting, proper ventilation and adequate furniture. In this regard, the Employer agrees to furnish, and replace as needed, such living spaces with refrigerators, individual beds, mattresses, and cooking and eating utensils, including but not limited to: microwave ovens, cooking stoves, pots, coffee makers, glasses, plates, bowls, forks, spoons and knives. The Employer will also provide suitable lounge furniture. The Employer agrees that, for those fire stations which do not now have air conditioning, the Fire Chief will initiate action to request air conditioning from the host installations for those stations.

Section 2. The Employer agrees to respond in a prompt fashion when utilities or appliances in the fire stations used by bargaining unit employees break down or need replacing or the facility needs repair. Employees will promptly call the problem to the attention of the senior fire supervisor on duty, who will initiate action to correct the situation.

Section 3. The Employer agrees to request the appropriate medical and/or safety officials to inspect the living quarters of all stations on an annual basis for discrepancies as required by Federal Health & Safety Regulations. The Employer agrees to supply the Union with a copy of the inspection report submitted by these medical/safety officials along with their recommendations. The Employer further agrees to initiate abatement action to correct any discrepancies found within ten (10) days of receipt of notice.

Section 4. The Employer and the Union recognize that the living quarters in the fire station represent space allocated as rest, washroom and sleeping areas for unit employees and agree these areas should not be used as public facilities.

Section 5. The Employer agrees to discuss proposed changes or improvements to living spaces with the Union and agrees to consider the recommendations submitted by the Union. The Employer further agrees that the Union will be informed before approval is granted for any self-help project by bargaining unit employees to improve the fire station(s) facilities which would cause disruption in the use of existing facilities.

Section 6. The Employer agrees to make available the forms necessary for an employee to file a claim for personal effects and equipment damaged or destroyed in the performance of duty to the extent permitted by applicable rules and regulations.

Section 7. Smoking Policy. The parties recognize the health hazards of secondhand smoke, notwithstanding the U.S. Environmental Protection Agency Study showing that secondhand smoke is the third major cause of lung cancer as well as the legitimate right of every bargaining unit employee to breathe the cleanest air possible. With this important factor in mind, the living quarters of the fire station(s) will be free of "known carcinogen" and will promote a smoke-free environment. Therefore, smoking will be prohibited at all fire stations. Those employees who must smoke may do so outside of the fire station.

ARTICLE XXVIII
PHYSICAL FITNESS

Section 1. The Employer shall establish, maintain and provide a Physical Fitness Program to enable bargaining unit members 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 the Employer, pursuant to existing regulations, that reflect the individual's assigned functions and activities, and that are intended to reduce the probability and severity of occupational injuries and illnesses.

Section 2. Pursuant to DOD/DON instructions, the Employer shall require the structured (mandatory) participation of all unit members in the Physical Fitness Program. Since this is a new program and one that has been found safe and effective for evaluation and improving the aerobic capacity of the firefighters, unit members who are unaccustomed to regular exercise and are over 35 years of age will be examined by base medical personnel prior to the beginning the program.

Section 3. For the purpose of this agreement and pursuant to DOD/DON instructions, the Federal Fire Department's Physical Fitness Program will be governed by the provisions of applicable regulations.

Section 4. The Employer agrees to provide and maintain all the required and necessary space and equipment, in each fire station, to support the Physical Fitness Program.

Section 5. Employees returning to work from traumatic injury, OWCP, or extended periods of sick leave because of injury will require a doctor's approval to participate in the Fire Department's Physical Fitness Program.

ARTICLE XXIX
GENERAL PROVISIONS

Section 1. Any employee who contemplates retirement in the immediate future shall be afforded retirement counseling to insure that the interests of the employee are protected. Such counseling shall include information on alternative retirement plans for which the employee is eligible. In the event questions arise which cannot be resolved by the Retirement Counselor, the Employer agrees to make reasonable efforts to resolve the issue by contacting the Office of Personnel Management or by forwarding the employee's request for resolution to such office.

Section 2. Employees assigned to the fire station on Ford Island may be issued a priority lane pass provided the employee has a current Federal decal. The Employer will not be responsible for any privately owned vehicle (POV) left unattended in the Ford Island Ferry parking lot.

Section 3. The Employer encourages all employees to participate in the Employee Suggestion Program. The Employer agrees to process employee suggestions in accordance with applicable NAVSTA PEARL instructions. Upon request, the Human Resources Office will assist employees in assuring that suggestions are in the correct format for evaluation. It is the desire of the Employer that all employee suggestions be processed in a timely and expeditious manner.

Section 4. For safety of unit members, the Union agrees with the Employer that the manning level of four (4) firefighters on major structural apparatus (engines, pumpers, ladders) is generally minimally adequate.

Section 5. The granting or denial of a within-grade increase shall be in accordance with applicable regulations. An employee will be permitted a reasonable amount of time to bring his performance to an acceptable level pursuant to existing regulations.

Section 6. The Performance Appraisal Program for unit employees will be administered in accordance with the provisions of applicable laws, rules and regulations. Employees who are performing at an unsatisfactory level will be permitted a reasonable amount of time to bring their performance to an acceptable level pursuant to existing regulations.

Section 7. The Parties agree to affirmatively support a policy of Equal Employment Opportunity (EEO) with regard to conditions of employment. This includes, but is not limited to, a pledge to work positively toward a goal of developing full utilization of employees' skills and abilities without regard to race, color, religion, sex, national origin, age or mental/physical handicap. The Employer agrees to fully comply with all laws, rules and regulations of higher authority which relate to EEO matters.

Section 8. The Employer and the Union agree that personal problems experienced by bargaining unit employees can negatively impact their effectiveness and performance on the job. Alcohol abuse, alcoholism, and use of legal and illegal drugs, in particular, impair work performance, attendance, conduct, reliability, productivity, and the safety of the workforce, and are in direct contravention of the Department of the Navy's policy on "Zero Tolerance". Therefore, the Employer and the Union affirm their support of the Civilian Employee Assistance Program.

Section 9. Grade and pay retention for bargaining unit employees shall be in accordance with applicable rules, regulations and laws.

Section 10. When a bargaining unit employee is notified of a change of duty location too late to report at the start of the shift, the employee will be transported to the new location unless the employee volunteers and the Employer authorizes the employee to drive his POV to the new location. If the Employer authorizes the employee to use his own POV, the Employer agrees to pay the employee mileage at the prevailing rate in accordance with the Joint Travel Regulations (JTR). The employee will be responsible for completing and submitting the required claims to the appropriate office. Claim forms will be available at each fire station. When special food problems occur, arrangements will be made to assure the employee is allowed to have an opportunity to obtain food for that shift.

ARTICLE XXX
DURATION OF AGREEMENT

Section 1. This Agreement will become effective on the date of approval by the Department of the Navy (DON), or thirty-one (31) days from the date of execution of this Agreement, whichever comes first. The duration of this Agreement will be for three (3) years from the date of execution of the Agreement. This Agreement shall be terminated at any time it is determined that the Union is no longer entitled to exclusive recognition under the Act. Provided the Union's exclusive recognition has not been challenged during the one hundred five (105) to sixty (60) day period prior to the conclusion of the three (3) year period and the Agreement has not been terminated at an earlier date, the Parties shall meet at a mutually agreeable date for the purpose of either amending or extending the Agreement in its entirety or commencing the negotiation of a new agreement. If the Parties do not negotiate a new agreement, this Agreement will remain in effect for successive periods of one year, subject to approval by the Office of the Secretary of the Navy, unless either party notifies the other in writing at least 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, regulation, Executive Order or Public Law 95-454.

Section 2. Upon mutual consent, this Agreement may be opened at any time after it has been in effect for six (6) months. Any request for negotiations under this Section shall be in writing and must include the proposals to be negotiated. All amendments to the Agreement must be handled and approved in the same manner as provided in Section 1 of this Article, or as directed under law.

Section 3. Negotiations under the provisions of Section 2 above shall be governed by ground rules to be established prior to commencing negotiations.

Section 4. All rights, privileges and working conditions enjoyed by the Employer, the Union, and the employees at the present time, which are not included in this Agreement, shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual consent of the Parties.

ABSENCE FROM JOB SLIP

Employee's Name		Date	
Reason			
Signature of Supervisor		Time Out	Time In
DEPARTMENT/OFFICE VISITED	TIME IN	TIME OUT	SIGNATURE OF PERSON VISITED

(Return this slip to supervisor upon completion of business)