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## **PREAMBLE**

It is the finding of Congress that experience in both private and public employment indicates that 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 the conditions of employment; and 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. Therefore, labor organizations and collective bargaining in the Civil Service are in the public interest.

Pursuant to the provisions set forth in Title 5 United States Code Chapter 71, hereinafter referred to as 5 USC 71, or the "statute," this Preamble and the following Articles constitute an Agreement by and between the U.S. Coast Guard, Fire Prevention & Fire Inspection Division, U.S. Coast Guard Training Facility, Petaluma, California, hereinafter referred to as the "Command", "Management" or the "Employer" and the International Association of Firefighters, Local F-298, hereinafter referred to as the "Union". Collectively they are referred to as the "Parties". It is the intent of the Parties that the provisions of this Agreement and the Statute will be interpreted in a manner consistent with the requirement for an effective and efficient Government.

The Parties to this Agreement, in recognition of their responsibilities, will actively support the maintenance of a positive, competitive position for the U.S. Coast Guard, Fire Prevention & Fire Inspection Division. The attainment of this goal is necessary in order to provide maximum opportunities for continuing employment and improved working conditions. The Parties will actively promote effective and efficient work operations and support efforts to promote the development of goodwill with Management, the Union, the employees, the customer, and the community.

## **ARTICLE 1 SUPPORT OF COMMON GOALS**

Section 1. Employees of the department will promote and improve the fire and emergency services capabilities of the fire department and the utilization of time and materials.

Section 2. Anything that may be of a nature that is detrimental to the department shall be reported to superiors immediately.

Section 3. The parties agree to uphold the USCG core values of honor, respect, and devotion to duty.

Section 4. The Parties agree to work toward a common understanding of this agreement between supervisors, managers, employees, and Union representatives.

Section 5. The Employer, the Union, and the bargaining unit employees are expected to treat each other with respect in the workplace.

Section 6. No employee of the fire department shall, on or off duty, use the uniform, badge, or prestige of the fire department or the Coast Guard for personal gain.

Section 7. Develop and use employee skills subject to the needs of the Agency.

## **ARTICLE 2**

### **EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT**

Section 1. The Employer hereby recognizes the International Association of Firefighters, Local F-298 (the Union), as the exclusive representative of all employees within the bargaining unit. This recognition is in accordance with the Certification of Representative dated December 10, 2001, issued by the FLRA in Case No. SF-RP-01-0062.

Section 2. The bargaining unit to which this agreement applies is described as all Non-Professional Fire Fighting and Fire Inspection employees of the U.S. Coast Guard, Fire Prevention & Fire Inspection Division, U.S. Coast Guard Training Facility, Petaluma, California. Professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2)(3)(4)(6) and (7) are excluded.

Section 3. The provisions of this Agreement shall be binding on the parties for any new operations directed by Management to the extent that such operations affect employees in the Unit.

Section 4. In the administration of this Agreement, Management and the Union are guided by the policies set forth in 5 USC 71, 5 CFR and future laws and regulations of appropriate authorities and by subsequently published agency policies and regulations required by law or regulation of appropriate authorities. Compliance with applicable NFPA standards is required where practicable.

Section 5. The provisions of this Agreement will supersede any prior or existing practices, policies, or instructions that conflict with the provisions herein in matters within the discretion and authority of the Employer, and the U.S. Coast Guard, and the Department of Homeland Security.

Section 6. Upon the effective date of this Agreement, all rights, privileges and working conditions enjoyed by the Employer, the Union, and the unit employees at the present time, which are not included in this agreement and not in violation of existing rule, regulation, Commandant, TRACEN Petaluma, or OHS instruction, shall remain in effect unless changed by mutual consent of the Parties.

Section 7. The parties agree and understand that in the administration of matters covered by this agreement, existing laws and regulations of appropriate authorities apply, as applicable.

Section 8. Management and the Union, in exercising rights and fulfilling obligations set forth in this Agreement, shall follow procedures established herein.

### **ARTICLE3**

#### **CONSULTATION AND NEGOTIATION DURING THIS AGREEMENT**

Section 1. It is agreed and understood that matters appropriate for negotiation between the Parties are personnel policies and practices and other matters affecting general working conditions of employees in the Unit which are within the discretion of the Employer as provided for in law. Some examples of these include, but are not limited to, such matters as safety, training, and proposed reorganizations.

Section 2. The fact that certain subjects are not appropriate for negotiation does not restrict either Party from meeting with the other to discuss and consult on matters which both consider appropriate for such consultation under this Agreement. Consultation does not require a mutually acceptable compromise or agreement between the parties. It is further agreed and understood that the Employer will notify the Union's duly designated representative and/or consult at least 14 calendar days before making any changes to personnel practices, policies, or other conditions of employment which are not specifically covered by this Agreement, except under emergency conditions. The Union shall have 14 calendar days from the date of notification to request bargaining and to forward written proposals and a statement of impact to the Employer. If the Union does not respond within 14 calendar days, the Employer may implement the change(s) immediately.

Section 3. The Union will be given the opportunity to be represented at any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.

Section 4. The point of contact for the purpose of consulting and/or negotiating on any issue regarding the administration or application of this agreement shall be the duly elected President for the Union or his/her designee and the Fire Chief for the Employer or his/her designee.

Section 5. Any local SOPs shall not conflict with this Agreement

## **ARTICLE 4 EMPLOYEE RIGHTS**

Section 1. The Employer and the Union agree that they will not discriminate against employees in the exercise of their right, to freely and without fear of penalty or reprisal, form, join, or assist any labor organization or to refrain from any such activity in accordance with the Civil Service Reform Act of 1978, as amended. In accordance with the prevailing laws, regulations, policies and procedures, and this Agreement, this right includes the right to:

- a. Act for a labor organization in the capacity of organization representative including presentation of the union's views to the heads of agencies, and other officials of the Executive branch of the government or the Congress or other appropriate authorities; and
- b. To engage in collective bargaining with respect to conditions of employment through representatives chosen under the Statute.

Section 2. Each employee will have the right to bring matters of personal concern to the attention of appropriate officials of the Employer in accordance with applicable laws, rules, and regulations, or established agency policies.

Section 3. The Agency agrees to inform all employees annually of their rights under 5 U.S.C. 7114(a)(2)(B) as follows:

- a. An exclusive representative of an appropriate unit in an agency will be given the opportunity to be represented at any examination of an employee in the unit 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; and
- b. The employee requests representation.

Section 4. The Union and the Employer also agree that no interference, restraint, coercion, or discrimination will be practiced to encourage or discourage membership in any labor organization.

Section 5. Seniority for employees is based on their in-house hiring date. A seniority list shall be made available to the Union upon request.

## **ARTICLE 5**

### **UNION RIGHTS, REPRESENTATION, AND OFFICIAL TIME**

Section 1. It is recognized that officially designated Union representatives are authorized to represent the Union. Such representatives will, at all times, be subject to applicable regulations intended to promote good order at the firehouse. All employees, including Union representatives, are expected to perform work assigned to them by their respective supervisors. However, the Employer agrees that there will be no restraint, interference, coercion, or discrimination against Union representatives for performing their representational duties in accordance with the provisions of this Article.

Section 2. Annually, and whenever there is a change, the Union will provide the Employer written designation identifying authorized bargaining Unit members who are Representatives. This designation will include full name, position, and in the case of persons not employed at the Command, address and telephone number. Bargaining Unit members so designated are known as Representatives. Only those representatives designated in writing will be recognized by the Employer.

Section 3. The functions of a Union representative under this Agreement are the investigation and processing of grievances at the informal/formal steps of the grievance procedure as set forth elsewhere in the Agreement, and those other necessary duties as defined but not limited to this Article. For the purpose of this Agreement, time spent on representational duties is defined pursuant to 5 U.S.C. 7131(d) as that time utilized for the following, but not limited to:

- a. Preparation of and representation of grievances;
- b. Preparation for and representation of the local Union for consultation and negotiations with the Employer;
- c. Representation at arbitration;
- d. Attendance at official meetings as the designated Union representative;
- e. Preparation for, and presentation of, Unfair Labor Practice investigations and hearings;
- f. Daily routine representational issues (i.e., concerns of employees, investigating and reporting unsafe conditions, etc.);
- g. Review of and response to memos, letters, and requests from the Employer, as well as proposed new instructions, manuals, notices, etc. which affect personnel policies, practices, or working conditions; and
- h. Attending Employer sponsored training when such training is essential in meeting contractual obligations and is mutually agreed upon.

Section 4. Consistent with applicable law and regulation, Management agrees that no Representative will be denied any lawful right or privilege solely because of his service as a Union Official. A Representatives' work shift, workweeks, or work areas will not be changed for arbitrary or capricious reasons.

Section 5. The Employer will make space available in the firehouse for union representatives to meet with bargaining unit employees in their representational capacity.

Section 6. Subject to security and safety regulations, national officers of the Union who are not employees of the Agency may visit the Command upon prior notification and approval. The Fire Chief, or Branch Chief in the Fire Chief's absence, will be provided a minimum of seven (7) calendar days prior notification.

Section 7. A reasonable amount of official time may be used for official representational functions under the provisions of 5 U.S.C. 7131 (d) and the provisions of this Agreement. Reasonable time will be determined on a case by case basis. When the representative's absence would be inconsistent with workload requirements, the immediate supervisor will establish a more practical time for the absence. Consultation, representational duties, or the presenting of grievances will be scheduled so as not to conflict with other assigned duties of the Parties involved.

Section 8. Procedure for requesting use of official time.

- a. The Union representative must request permission from the Fire Chief or Branch Chief to leave the work area or to use official time for representation matters. The representative will use the Request for Official Time form located in the Appendix of the Agreement. At the time of the request, the representative will indicate the purpose or general subject matter of the meeting, i.e., to attend a meeting at management's request, to act as a representative for an employee filing a grievance, to attend a meeting provided under this Agreement, etc. The representative will indicate the estimated amount of time needed on the Request for Official Time form.
- b. If the Union representative is meeting with a bargaining unit employee in a representational capacity, he or she will request permission from the Fire Chief or Branch Chief and identify who the meeting is with, at the same time that permission is granted for him/herself.
- c. When the representative and the employee being represented return to the work site, both will report to the Fire Chief/Branch Chief to indicate the returning time. The representative will indicate the time of return on the Request for Official Time form.

Section 9. It is agreed that Union representatives will assure that the use of official time is reasonable and guard against excessive time away from the job. It is agreed that official time will not be used for internal Union business.



Section 10. Official time for training will be up to forty-eight (48) hours per calendar year to attend training of mutual concern to the Union and Management within the scope of 5 USC 71, provided the interests of Management and Union will be served by the employee's attendance.

The Union will submit an agenda for the training and a request to the Employer for use of such time at least six weeks prior to the scheduled training. The granting of such official time is subject to work requirements.

Section 11. The Employer agrees to provide a designated bulletin board dimensions of which will not exceed 3 feet by 4 feet, in the fire station to the Union for the posting of Union material.

## **ARTICLE 6 MANAGEMENT RIGHTS**

Section 1. In accordance with 5 USC 7106, nothing in this Agreement shall affect the authority of Management:

- 1) To determine the mission, budget, organization, number of employees, and internal security practices of the Command; and
- 2) In accordance with applicable laws:
  - a) To hire, assign, direct, layoff, and retain employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
  - b) To assign work, to make determinations with respect to contracting out and to determine the personnel by which operations shall be conducted;
  - c) With respect to filling positions, to make selections for appointments from:
    - i) Among properly ranked and certified candidates for promotion; or
    - ii) Any other appropriate source; and
    - iii) To take whatever actions may be necessary to carry out the agency mission during emergencies.

Section 2. Nothing in this Article shall preclude the Command and the Union from negotiating:

- 1) At the sole discretion of management:



- a) 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 of the Agency will observe in exercising any authority under this section; or
- c) Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

## **ARTICLE 7 NEGOTIATED GRIEVANCE PROCEDURE**

Section 1. The Employer and the Union agree that careful consideration must be afforded to all Parties during the process of dispute resolution. When dissatisfaction and disagreements arise occasionally among people in any work situation, objective review and explanations about such matters of concern help to clarify the issues. Filing a grievance, complaint or appeal shall not be construed as reflecting unfavorably on an employees' good standing, his performance or his loyalty or desirability to the Command. The Parties agree that grievances should be settled in an orderly, prompt, and equitable manner so that the efficiency of the Command may be maintained and morale of the employees shall not be impaired. Management and the Union will work to resolve grievances at the lowest possible level. Grievance meetings should be arranged and conducted in an atmosphere free from hostility and personal attack. Participants will be free from restraint, interference, coercion, discrimination or reprisal for participating in grievance proceedings.

### Section 2. - Scope

A grievance means any complaint:

- a) By an employee concerning any matter relating to the employment of the employee;
- b) By the Union concerning a matter relating to the employment of the employee;
- c) By an employee, a group of employees, the Union or the Employer concerning:
  - 1) the effect or interpretation, breach or claim of breach, of the collective bargaining agreement; or
  - 2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

### Section 3. - Exclusions

Excluded from the grievance procedure are any grievances concerning:

- a) Any claimed violation relating to prohibited political activities; or
- b) Retirement, life insurance, or health insurance; or
- c) A suspension or removal under the National Security Act; or
- d) Any examination, certification, or appointment for federal employment; or
- e) Non-selection for promotion from a group of properly ranked and certified candidates or failure to receive a noncompetitive promotion;
- f) The classification of any position which does not result in the reduction in grade or pay of any employee; or
- g) Job performance elements, performance standards, performance counseling sessions, and performance improvement plans; or
- h) Decisions related to suitability or security matters; or
- i) Proposed disciplinary action and/or proposed adverse action; or
- j) Termination of a temporary promotion, time-limited appointment, or detail; or
- k) Termination of a probationary or temporary employee; or
- l) Entitlement to administrative leave; or
- m) Reduction in Force; or
- n) Non-receipt of awards, unless the methodology is in dispute; or
- o) Trading of time per Article 14, Changing/Exchanging Tours of Duty/Early Relief, Section 3; or
- p) Any other matters specifically excluded by law, regulation, or this Agreement.

Section 4. This negotiated grievance procedure will be the exclusive procedure available to the parties for resolving grievances over covered matters arising out of employee conditions of employment within the control of the Fire Prevention and Fire Inspection Division, U.S. Coast Guard Training Center Petaluma. Each party is responsible for a good faith search for an acceptable resolution and when mutually agreeable, may work toward settlement using alternative dispute resolution methods.

Section 5. In the case of any grievance which the Union may have against the Employer, or which the Employer may have against the Local, including grievances arising from alleged violations of the agreement, the grievance will be filed with the other party using the procedures for such grievances as found in Section 8 of this agreement. Nothing in

this section will preclude either party from attempting to settle such grievances informally at a lower level and such efforts are encouraged.

Section 6. An employee affected by an adverse action for which there is an appellate process; removal, suspension of more than 14 days, reduction in grade or pay, and furlough of 30 days or less, may at his/her option raise the matter under a statutory appellate procedure or this negotiated grievance procedure, but not both. An employee who believes s/he has been subjected to prohibited discrimination may raise the matter under the EEO complaint procedure.

Section 7. The employer recognizes that the Union may represent an aggrieved employee, or s/he may represent her/himself, in filing a grievance under this procedure. Union representation is assumed unless the employee states, in writing, that s/he does not want representation. In the event the employee chooses self-representation, the Union, as the exclusive representative, will be given the opportunity to be present if a meeting is held in which an adjustment of the grievance is made, and any resulting resolution of the grievance will be consistent with the terms of this agreement.

Section 8. In the event a grievance is initiated by an employee, it will commence with Step 1 of the procedure as outlined below with the following exceptions. Grievances regarding the Fire Chief, concerning a disciplinary/adverse actions, and/or performance ratings will be presented at Step 2. If the Union or the Employer files the grievance, it will begin at the appropriate step of the grievance process, depending on the issued grievance.

- a. Step 1: An employee or Union representative must complete the grievance form found at Appendix I of this Agreement and present it to the Fire Chief (except as noted above) in an attempt to settle the matter. This will identify the issue(s), including pertinent article(s) and section(s) of the agreement and/or regulations(s) bearing on the matter. Grievances must be presented within fifteen (15) calendar days from the date of the event, or the date the grievant could reasonably have learned of the event giving rise to the grievance. The deciding official has ten (10) calendar days to meet with the employee and (10) calendar days after the meeting, or after receipt of the grievance if no meeting is requested, to answer the grievance.
- b. Step 2: If the matter is not satisfactorily settled following Step 1, the representative or the employee may, within seven (7) calendar days, submit the matter in writing to the next level of supervision. It is understood that a grievance, once reduced to writing, cannot be altered or amended without the mutual consent of both parties. At the request of the grievant or his/her representative, the Step 2 deciding official will meet with the representative and aggrieved employee within ten (10) calendar days after receipt of the grievance. The deciding official will give his/her written answer within fifteen (15) calendar days after the meeting or after receipt of the grievance if no meeting is requested.

- c. Step 3: If the grievance is not settled at Step 2, the Union representative may, within seven (7) calendar days, forward it to the Commanding Officer, or his/her designee, for further consideration. The Commanding Officer, or his/her designee, will review the grievance and meet with the employee and the Union representative, if requested within ten (10) calendar days of receipt of the grievance. The deciding official will render his/her written decision within twenty (20) calendar days of the meeting, or from his/her receipt of the grievance if no meeting is held.

Section 9. The parties may raise questions of grievability or arbitrability at any time during the grievance process. All disputes of arbitrability will be referred to arbitration as a threshold issue in the related grievance in accordance with the arbitration process addressed in the next article.

Section 10. If the grievance is not satisfactorily settled at Step 3, the Union or the Employer may refer the matter to arbitration in accordance with the procedures discussed in the next article. The parties understand that a grievance presented by the employee without representation by the Union will not be submitted to arbitration.

Section 11. All time limits in this grievance procedure may be extended by mutual consent. Failure of a grievant to proceed with a grievance within any of the time limits specified in this agreement will render the grievance void or settled on the basis of the last decision by the Employer, unless an extension of time has been mutually agreed upon. Failure of the Employer to respond within the prescribed time limits will permit the grievant to proceed to the next step, unless an extension of the time has been mutually agreed upon.

Section 12. When a group of employees has essentially identical grievances, with the exception of disciplinary or adverse actions, the grievances will be handled as a group grievance. The Union will select one of the employee's grievances to present. The decision for that grievance will be binding for all of the grievants included in the group grievance.

Section 13. If an employee resigns, dies, or is separated by any action other than removal before a decision is reached on a grievance being processed under the terms of this agreement, action will be stopped and all interested parties will be notified that because of the separation, the case is being closed without a decision. A copy of this notification will be made a part of the case record and provided to the Union by the Employer.

Section 14. The Employer will, upon written request by the union and establishing a particularized need, provide to the employee or his/her representative, if any, records pertinent to a grievable matter. The information must be maintained by management in the regular course of business and be reasonably available. If the information is not provided in a timely manner, the parties may agree to a reasonable extension.

## **ARTICLES 8 ARBITRATION**

Section 1. If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written request by either the Employer or the Union within fifteen (15) calendar days after issuance of the final decision may be submitted to arbitration.

Section 2. Within seven (7) calendar days from the date of the request for arbitration, the moving party will request the Federal Mediation and Conciliation Service to provide a list of impartial persons who are qualified to serve as arbitrators. The moving party will be responsible for any fees involved in requesting such a list. The parties will meet within fifteen (15) calendar days after receipt of such list. The Employer and the Union will each strike one arbitrator's name from the list provided and will repeat this procedure until one person remains who will be the duly sworn selected arbitrator. The flip of the coin will determine who strikes first.

Section 3. If the parties fail to agree on a joint submission of the issue for arbitration, including any threshold issues, each will submit a separate submission and the arbitrator will determine the issue(s) to be heard.

Section 4. Arbitrator's expenses including arbitrator fees, per diem, and travel will be paid as follows:

- a. If the arbitration decision is in favor of the Employer, the Union will pay.
- b. If the arbitration decision is in favor of the Union or a unit employee, the Employer will pay.
- c. In the event that during the arbitration process, the parties make a settlement, any cost/fees associated with the arbitration shall be borne equally by the parties.
- d. If the arbitration decision is split, the parties will share the cost of the arbitrator's expenses.

Section 5. The arbitrator will be requested to render his/her decision as quickly as possible after the conclusion of the hearing or after submission of closing briefs, if applicable.

Section 6. The decision and award of the arbitrator will be final and binding except that either party may file an exception to the award as provided in 5 U.S.C. Section 7122.

Section 7. Any dispute over the application of an arbitrator's award will be returned to the arbitrator for settlement, including remanded awards.

Section 8. If either party desires a transcript of the proceedings, that party will bear the expense of the transcript. If both parties desire a transcript, the parties will share the cost.

Section 9. The arbitrator will not in any manner or form whatsoever, directly or indirectly add to, detract from, or in any way alter the provisions of this agreement.

Section 10. All time limits in this arbitration procedure may be extended by mutual consent.

## **ARTICLE 9 DISCIPLINARY AND ADVERSE ACTION**

Section 1. The Parties recognize that the Employer has the right and obligation to administer disciplinary and adverse actions and that those actions shall be taken for such cause as will promote the efficiency of the Service and for the purpose of correcting offending employees' behavior and maintaining discipline and morale among the workforce. All disciplinary and adverse actions will be processed in accordance with applicable laws and regulations and this Agreement.

Section 2. Disciplinary action, for the purpose of this Agreement, is defined as a suspension for 14 calendar days or less or a letter of reprimand and is grievable under the negotiated grievance procedure. Adverse action, for the purpose of this Agreement, is defined as a removal, a suspension for more than 14 calendar days, including indefinite suspensions, a reduction in grade or pay or a furlough of 30 days or less as defined in 5 USC 7512 and may be appealed utilizing the procedures of the Negotiated Grievance Procedure or to the Merit Systems Protection Board (MSPB) but not both.

Section 3. Prior to initiating disciplinary action, the following procedures normally will be followed:

- a. A preliminary investigation or inquiry will be made to determine the facts. Part of this preliminary investigation may include a discussion with the affected employee.
- b. The employee is entitled to his/her Weingarten rights and may have a Union representative if he or she so requests.
- c. Following this discussion and on review of the information developed, the employer will determine whether disciplinary action should be initiated.

Section 4. An employee against whom a disciplinary/adverse action is proposed shall be notified in writing of the reasons for such action. Nothing in this agreement prevents an employee or his or her representative from recommending, in the reply to a proposed notice, a lesser penalty. If the Employer adopts the recommendation, the disciplinary/adverse action may not be grieved or appealed.

Section 5. Whenever possible, the employer will make reasonable effort to propose discipline/adverse action as soon as possible after becoming aware of the incident. The employee or his or her designated representative will offer their written and/or oral reply to the proposed disciplinary/adverse action within fourteen (14) calendar days. Extensions of time may be authorized upon written request.

Section 6. Consideration shall be given to the minimum disciplinary remedy that can be reasonably expected to correct the offending employee and maintain discipline and morale among other employees. Oral admonishments and Letters of Caution are considered informal actions and may be used in cases of a minor nature where such measures can be expected to have the appropriate corrective effect.

- a. Oral Admonishments: When orally admonishing an employee, the supervisor will, whenever practical, do so in a manner to protect the employee's privacy and consider his/her dignity and self-respect. The admonishment is not a disciplinary action and is not grievable but may be considered a factor in future disciplinary determinations.
- b. Letter of Caution: A Letter of Caution from a supervisor to a subordinate is a warning that future misconduct may lead to disciplinary action. The letter is not a disciplinary action and will not be filed in the employee's Official Personnel Folder, but may be considered a factor in future disciplinary determinations.

Section 7. An Employee against whom an adverse action is proposed is entitled to at least 30 days advance written notice, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed.

Section 8. The Employee, at the request of the employee or his/her designated representative, is entitled to see the supporting documentation/material that the Employer relied upon to support the disciplinary/adverse action.

Section 9. If a disciplinary/adverse action is not sustained against the employee, references to such action will not be placed in the employee's Official Personnel File.

Section 10. The Employer and the Union agree that Alternate Discipline and/or Last Chance Agreements may be considered when appropriate.

## **ARTICLE 10**

### **UNFAIR LABOR PRACTICES**

Section 1. Either Party may file an Unfair Labor Practice (ULP) charge as provided in Section 7116 of the Statute. However, it is the desire of both Parties to work informally to resolve issue(s) prompting either Party to file a ULP charge. In the interest of resolving conflicts at the lowest level possible, the parties agree to the following process.



- a. The charging Party will serve the other Party Notice of potential ULP by mail prior to filing with the Federal Labor Relations Authority.
- b. The written notification must contain the specific provision of 5 USC 7116 alleged to have been violated at the time and place of occurrence. Any document that are available to support the allegation must be included.
- c. The parties will have ten (10) calendar days to have an initial meeting.
- d. The parties will attempt to ascertain the facts surrounding the situation and to create a mutually satisfactory resolution within twenty-one (21) calendar days from the date of receipt of the email-notification.
- e. All satisfactory resolutions must be reduced to writing and signed by the parties in the form of an MOA.
- f. If the Parties are unable to come to a mutually satisfactory resolution and a ULP is filed, the charging Party will provide the other Party with a copy of the ULP charge being sent to FLRA.

Section 2. Copies of charges against the Employer will be referred to the Commanding Officer, TRACEN Petaluma and charges against the Union will be referred to the President, IAFF, Local F-298.

Section 3. In the event the charging party becomes aware of an alleged ULP less than thirty (30) days prior to the expiration of time limits for filing a ULP charge concerning that allegation before the Authority, this Article shall not operate to prevent such timely filing with the FLRA. However, the charging party will informally notify the other party.

## **ARTICLE 11 ANNUAL LEAVE**

Section 1. Employees accrue and use annual leave according to applicable laws and regulations. All leave will be granted in increments of 15 minutes.

Section 2. Employees will request leave using the Office of Personnel Management Form, OPM-71, or electronically through web T&A when TRACEN Petaluma begins using web T&A. If a leave application is disapproved, the supervisor will provide the employee with a brief written explanation of the reason for the disapproval.

Section 3. The Employer agrees to grant annual leave to employees for the purpose of rest, relaxation, or for other justifiable reasons, consistent with workload requirements and leave availability.

Section 4. Requests for vacation periods of one calendar week or more will be handled in the following manner:

- a. The Employer will circulate the Fire Department Shift Assignment roster according to "in house" seniority beginning the first week in November for the following leave year.
- b. Each firefighter will have no more than 72 hours to make a selection and to pass the roster back to the Fire Chief or the Branch Chief in the absence of the Fire Chief.
- c. Employees on leave will be contacted by the Employer and given twenty-four hours to schedule their leave or forfeit their choice for the rotation. Firefighters on extended leave may leave their leave choice in a sealed envelope labeled "Leave Picks" with the Fire Chief prior to taking leave if they desire. Once all members have had an opportunity for first picks, a second rotation for leave picks will be offered by seniority.
- d. More than two consecutive weeks of leave will not be approved on the first rotation of the leave calendar. The Parties agree that the Fire Department Shift Assignment roster will be set in "in house" seniority order based on the entrance on duty date as a firefighter with the Coast Guard, TRACEN Petaluma, with the most senior person being listed first.
- e. In the event of a leave conflict between two Bargaining Unit employees, if the senior employee later in the year cancels any portion of any scheduled leave picks, then the employee who did not get their leave pick granted because of "in house" seniority, shall be given first right of refusal before the days are opened up to the general population.
- f. A full year leave calendar will be maintained and kept on the Fire Chief's wall in his office.

Section 5. Leave requests for short periods of time may be requested at any time, but should be submitted as much in advance as possible to the Fire Chief. Only one person per shift will be allowed to take annual leave at the same time.

Section 6. Unscheduled emergency annual leave is annual leave requested under a condition that prevented the employee from giving advance notice, and which is so compelling that the employee cannot postpone attending to it and will be handled in the following manner:

- a. The employee must notify the on duty team leader, as soon as possible, but not later than two (2) hours before the beginning of the employee's shift to report an unscheduled emergency absence. The employee will request leave and inform the on duty team leader of the nature of the absence and the estimated duration. If the employee is unable to reach the on duty team leader in person, s/he must contact the Fire Chief and speak with him/her, or must continue to call back until s/he reaches the on duty team leader. Voice mails, emails, and/or text messages may be left; however, the employee must continue to call until s/he reaches either the

duty team leader or the Fire Chief. As soon as the team leader receives notification of an employee's absence, s/he must notify the Fire Chief immediately, or if the Fire Chief is not reachable, the Branch Chief, but no later than fifteen minutes of his/her notification. Only The Fire Chief or the Branch Chief has the authority to approve the absence. If the absence is not approved and the employee does not report for duty, the employee will be charged absence without leave (AWOL) which can be used as a basis for taking disciplinary action.

- i. The employee must call in when they are requesting leave. Calls will not be accepted from friends, family members, co-workers, or anyone other than the employee except under rare circumstances of the employee being incapacitated so that s/he is not able to call in on his/her own, as determined by the Employer.
  - ii. If the absence is going to continue beyond the estimated return date/time, the employee must contact the Fire Chief or the Branch Chief (in the Fire Chief's absence), as soon as possible, but no later than two hours before the estimated return date/time, to inform him/her of the new estimated return date/time. During extended periods of absence, an employee is to keep the Fire Chief updated with status reports not less than every seven (7) days.
- b. In the event of an emergency leave request that occurs during duty time, mandatory overtime procedures may be implemented as required.
  - c. Within 24 hours after returning to duty, an employee who requested emergency annual leave must submit a leave request to the Fire Chief, or the Branch Chief in the Fire Chief's absence. The employee will guard against excessive use or abuse of emergency leave, and to that end, the Employer may require administratively acceptable proof of the emergency involved prior to approving or disapproving unscheduled annual leave requests. Approval/disapproval of the leave request will be based on the facts of each case and by the pattern or frequency with which leave is requested for emergency purposes.

## **ARTICLE 12 SICK LEAVE**

Section 1. Employees accrue and use sick leave in accordance with applicable rules and regulations. Sick leave will be granted in increments of 15 minutes. The Union joins the Employer in recognizing the insurance value of accrued sick leave, and agrees to assist in vigorously promoting the need for conscientious and prudent use of sick leave benefits.

Section 2. Employees will be granted sick leave in accordance with the provisions of 5 C.F.R. § 630.401. Leave for this purpose may be used:

- a. To receive medical, dental, or optical examination or treatment;
- b. When the employee is incapacitated for the performance of his or her duties by physical, or mental illness, injury, pregnancy, or childbirth;
- c. To provide for family member who is incapacitated by a medical or mental condition or attends to a family member receiving medical, dental, or optical examination or treatment;
- d. To provide care for a family member with serious health condition;
- e. To make arrangements necessitated by the death of a family member or to attend the funeral of a family member;
- f. As determined by the health authorities having jurisdictions or by a health care provider, jeopardize the health of others by his/her presence on the job because of exposure to a communicable disease or,
- g. If the employee must be absent from duty for the purposes relating to his or her adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel and any other activities necessary to allow the adoption to proceed.

Section 3. Employees may be required to furnish a medical certificate to substantiate a request for approval of sick leave when sick leave exceeds three (3) days. Such medical certificate must state the reason the employee was incapacitated for duty, specify the date(s) of treatment, the dates of incapacitation, and it will specify the fitness of the employee to resume his/her full duties. Documentation will be submitted as soon as possible within the timeframes established in applicable regulations.

Section 4. An employee may request to use annual leave or leave without pay in lieu of sick leave.

Section 5. An employee who is incapacitated for duty must notify the on duty team leader, as soon as possible, but not later than two (2) hours before the beginning of the employee's shift to report an unscheduled absence. The employee will request leave and inform the on duty team leader of the nature of the absence and the estimated duration. If the employee is unable to reach the on duty team leader in person, s/he must contact the Fire Chief and speak with him/her, or must continue to call back until s/he reaches the on duty team leader. Voice mails, emails, and/or text messages may be left; however, the employee must continue to call until s/he reaches either the duty team leader or the Fire Chief. As soon as the team leader receives notification of an employee's absence, s/he must notify the Fire Chief immediately, or if the Fire Chief is not reachable, the Branch Chief, but no later than fifteen minutes of his/her notification. Only the Fire Chief or the Branch Chief has the authority to approve the absence. If the absence is not approved and the employee does not report for duty, the employee will be charged absence without leave (AWOL) which can be used as a basis for taking disciplinary action.

- a. The employee must call in when they are requesting leave. Calls will not be accepted from friends, family members, co-workers, or anyone other than the employee except under rare circumstances of the employee being incapacitated so that s/he is not able to call in on his/her own, as determined by the Employer. e.g., the employee is hospitalized for a medical emergency and is in ICU.
- b. If the absence is going to continue beyond the estimated return date/time, the employee must contact the Fire Chief or the Branch Chief (in the Fire Chiefs absence), as soon as possible, but no later than two hours before the estimated return date/time, to inform him/her of the new estimated return date/time. During extended periods of absence, an employee is to keep the Fire Chief updated with status reports not less than every seven (7) days.

Section 6. Within 24 hours after returning to duty, an employee who requested unscheduled sick leave must submit his/her request for sick leave to the Fire Chief or the Branch Chief in the Fire Chiefs absence.

Section 7. Normally employees will not be required to furnish a medical certificate to substantiate requests for sick leave for periods of three (3) or less consecutive workdays, unless there is reasonable doubt as to the propriety of the sick leave request or the employee has been issued a "Letter of Requirement." Letters of Requirement will remain in effect until cancelled by the supervisor, normally for six (6) months. Such letters will not be filed in the employee's Official Personnel Folder.

Section 8. In accordance with applicable regulations, sick leave may be advanced to eligible employees in cases of serious disability or illness. Eligible employees may be granted no more than 240 hours of advanced sick leave. Sick leave will not be advanced in the case of an employee whose separation from service is being contemplated; or when it is known that the employee does not intend to return to duty; or when there is only a remote possibility that the employee will be returning to work; or when the employee has signified his/her intent to resign or apply for disability retirement; or when the employee's past attendance record would not justify an advance. A medical certificate must accompany an employee's request for advanced sick leave. The employee will be advised of the reasons for disapproval if the request for advanced sick leave is denied.

## **ARTICLE 13 HOURS OF WORK**

Section 1. The administrative workweek for all employees will be Sunday through Saturday. Applicable law, regulation, and Department of Homeland Security and Coast Guard Instructions will govern the hours of work of unit employees.

Section 2. Fire fighters and lead firefighters shall work 24 hour shifts and 144 hours per pay period. The normal shift hours will be 0730 to 0730 and the normal shift schedule is three (3) consecutive twenty-four (24) hour days on duty per week. However

management reserves the right to change shift start time and shift schedule as needed to accommodate operations and training requirements. Any change in normal working hours will normally be publicized at least thirty (30) calendar days in advance except in the case of a training opportunity which becomes available which does not permit a 30 day notice or in the case of an emergency situation. In the case of the training opportunity, the Employer will provide as much advance notice as possible. In the case of an emergency situation, the Employer may change the hours of work without prior notification.

Section 3. Each employee will be at his/her job site, ready to work, at the scheduled starting time of his/her shift. If the employee is required by the Employer to perform work outside of the regular shift hours, the employee will be compensated in accordance with applicable regulations.

Section 4. Changes to shift duty assignment and determination procedures for operational reasons:

- a. Determinations to meet the minimum staffing level will be made from qualified personnel as determined by management using the following rank ordered criteria.
  - i. Solicitation for volunteers for reassignment;
  - ii. Consideration of personnel work-life concerns/issues as determined by management;
  - iii. The least senior employee will be reassigned to the new shift duty section. Seniority is defined as the date of hire as a civilian employee firefighter at TRACEN Petaluma.
  - iv. As a final criterion, management may consider an employee's choice of shift duty section assignment if the employee possesses unique or special skills such as satisfactorily completing higher level coursework or training.
  - v. "Operational reasons" include vacancies due to promotions or other personnel needs.

Section 5. Work time is defined as time devoted to completion of work related activities. The portion of the shift in which the employees are allowed to eat and engage in non-work related activities is considered non-duty.

Section 6. Primary work hours will normally be 0730 to 1630 to include a one (1) hour meal break.

**ARTICLE 14**  
**CHANGING/EXCHANGING TOURS OF DUTY/EARLY RELIEF**

Section 1. The Employer retains the right to change groups, workdays and/or reassign employees to meet mission requirements. When it is necessary to adjust or reassign employees, the Employer shall make every effort to satisfy these requirements through voluntary requests.

Section 2. The Employer agrees to notify employees of changes in workdays, groups, shifts and/or, reassignments as far in advance as practical, normally within thirty (30) calendar days prior to the change in accordance with applicable law and regulation.

Section 3. It is understood and mutually agreed to by the parties that the practice of "trading of time" between employees may be permitted. Such exchanges will be documented through appropriate leave requesting procedures and permitted when the following conditions are met:

- a. The trading of time is done voluntarily by Unit employees.
- b. The reason for trading of time is based on the employee's desire or need to attend to personal matters.
- c. A complete and explicit turnover of responsibilities shall be made between the off-going and on-coming employees.
- d. Employees will be in uniform when relieving personnel at the Fire Station.
- e. All time trades will be completed within the pay period or in accordance with applicable laws and regulations.
- f. At no time will trade time cause an employee to work more than 96 consecutive hours except for mandatory overtime or emergencies as determined by management.
- g. The employee requesting to trade time has received approval from the Fire Chief or the Branch Chief in the Fire Chief's absence.
- h. The incoming employee agrees to be compensated with compensatory time earned.

Section 4. Employees found abusing the provisions of section 3 will lose the privilege of participating in this program for six months. The parties agree that the provisions of this section are not grievable under the negotiated grievance procedure.

Section 5. The Employer agrees to consider written requests from employees for lateral transfers between shifts within the Fire Department. In such cases, the bargaining unit employee desiring to switch shifts shall submit a written request through the lead



firefighter to the Fire Chief. The request will be approved/disapproved timely by the Fire Chief

## **ARTICLE 15**

### **OVERTIME, COMPENSATION TIME, AND CALL BACK PROCEDURES**

Section 1. Employees may be required to work overtime or they may be called back to duty. When so required, the employee will be compensated at the prevailing overtime rate or granted compensatory time in accordance with applicable laws and regulations. It is agreed that the assignment of overtime is a function of the Employer. Employees will furnish their supervisor with a telephone number where they can normally be reached for recall purposes.

Section 2. Overtime work assignments normally will be distributed equitably among employees consistent with workload requirements and the availability of employees with requisite qualifications and performance capabilities. Qualification determinations are the responsibility of the Employer.

Section 3. Mandatory overtime will be assigned whenever an employee calls in and requests last minute sick leave or emergency annual leave if a firefighter(s) is/are scheduled to go off duty. If only one firefighter is going off duty s/he must work the mandatory overtime, if qualified. If two firefighters are going off duty, the least senior qualified firefighter on duty must work the mandatory overtime until s/he can be relieved by a replacement. Mandatory overtime will be assigned whenever a shift falls below minimum manning.

Section 4. Bargaining unit employees will be notified of the requirement for unscheduled overtime as soon as possible.

Section 5. Normally the shift should not consist of more than 96 consecutive hours except under emergency situations as determined by management to include maintaining minimum staffing.

## **ARTICLE 16**

### **PERFORMANCE MANAGEMENT**

Section 1. Performance appraisals shall be given under provisions of applicable law, regulation, and Agency directives.

Section 2. At the beginning of each appraisal cycle, a written performance plan consisting of appropriate core competencies and performance standards shall be developed for each employee. The Employer recognizes its obligation pursuant to Title 5 USC 4302, to encourage employee participation in establishing performance plans. The plan shall support organizational objectives, job duties, and responsibilities. A copy of

the performance plan shall be provided to the employee within thirty (30) days of the beginning of the appraisal period, or entry into a new position.

Section 3. The employee is encouraged to provide comments to the supervisor for consideration regarding the performance rating. An employee's signature on the performance appraisal indicates that the employee and supervisor discussed the rating, not the employee's agreement with the rating. A copy of the completed performance appraisal will be provided to the employee in a timely manner.

Section 4. If an employee believes the performance rating does not properly reflect his/her performance, the employee may initiate a grievance at the second step of the Negotiated Grievance Procedure in accordance with Article 7 of this Agreement. The employee should be able to present evidence to support his contention. The time limits for filing the grievance shall begin the day after the employee receives a copy of his/her performance appraisal.

Section 5. If at any point during the rating period the supervisor believes that an employee's performance may result in a rating of less than meets, the supervisor shall counsel the employee and offer appropriate assistance in order to assist the employee in reaching a satisfactory level of performance. In the event an employee is placed on a Performance Improvement Plan (PIP), time frames for improving performance will depend on circumstances in each case, but no less than thirty (30) days will be provided to demonstrate acceptable performance. The rating period may be extended to accommodate this time frame.

## **ARTICLE 17 INJURY COMPENSATION**

Section 1. It is recognized that from time to time, unit employees may be exposed to job related injuries and/or illnesses that may not permit them to physically perform their assigned duties and/or responsibilities. All unit employees suffering from job related injuries and/or illness are encouraged to seek out and obtain the appropriate medical treatment from a qualified health care provider. Actions resulting from job related injuries/illnesses will be taken in accordance with applicable laws and regulations. A Union Official or counsel may represent a claimant on any matter pertaining to an injury occurring in performance of duty.

Section 2. Unit employees who experience a job related injury or illness, must report such injury and/or illness to the Employer, seek proper medical attention and complete the necessary paperwork for work related injuries and/or illnesses. Medical treatment will be authorized as appropriate, and persons at Coast Guard Civilian Personnel responsible for providing advice and assistance on Federal employee's Compensation Act (FECA) matters will be identified to the employee and the Union.

Section 3. In case of job connected injury or disability, transportation and medical care will be provided by the Employer, or the employee will be reimbursed for such services if obtained on his own and if authorized by the Office of Workers' Compensation Programs.

Section 4. It is agreed that unit employees who incur any job related injury or illness will complete the appropriate form (CA-1 for injuries; CA-2 for occupational diseases) in a timely manner, normally within two (2) calendar days of the incident. It is the employee's responsibility to keep the Employer informed of his/her progress and prognosis and his/her expected return to duty. The Employer will complete the official supervisor's report to insure that any known witnesses to the accident provide signed statements. The Employer will insure that any injury reports are provided promptly to the Civilian Human Resources Office.

Section 5. Notification of an employee's supervisor concerning the employee's status will be the same as for sick leave pursuant to Article 12 of this agreement. Employees will submit form CA-17 as expeditiously as possible in order to aid in resolving work status.

Section 6. An employee who is injured or suffers an occupational disease in the performance of his/her duties will be compensated in accordance with applicable laws and regulations. The Employer agrees to counsel the employee on the procedures for filing claims and the benefits to which he is entitled.

Section 7. The employer agrees to forward claims for injury compensation in accordance with rules issued by the Office of Workers' Compensation Program (OWCP), in accordance with the Federal Employees' Compensation Act (FECA). OWCP claims are adjudicated by the Department of Labor (DOL).

Section 8. [If an employee of the Unit is transferred to another shift while on compensation, the employee may request return to the previously assigned shift by making such request in writing to the appropriate supervisor concerned upon the employee's return to duty. The Employer will reply to the request in writing within seven (7) calendar days.

Section 9. The Employer may consider a temporary change in duties of an injured employee commensurate with their physical limitations as determined by their physician when the employee is capable of performing such duties and such an assignment is determined by the Employer to be necessary and reasonable to meet the mission and such position is available.

## **ARTICLE 18 LIGHT DUTY**

Section 1. The Employer may consider a temporary change in duties of an injured employee commensurate with their physical limitations as determined by their physician when the employee is capable of performing such duties and such an assignment is determined by the Employer to be necessary and reasonable to meet the mission and such position is available.

## **ARTICLE 19**

### **SAFETY AND OCCUPATIONAL HEALTH**

Section 1. The Safety and Health program will be undertaken under provisions of COMDTINST MS100.47 consistent with Section 19 of the Occupational Safety and Health Act of 1970 (OSHA). The Employer will inform the Union in advance of planned program changes.

Section 2. It is agreed that the Employer and the employees share in the responsibilities for maintaining good housekeeping procedures and for safe working conditions. Each employee has primary responsibility for his/her own safety and an obligation to know and observe safety rules and practices as a measure of protection for him/herself and others. Each employee is also responsible for promptly correcting or reporting to his/her supervisor any unsafe condition or act he observes. The Union is responsible for encouraging employees to observe safe working practices and good housekeeping procedures, and for promptly bringing unsafe or hazardous conditions or acts observed or reported to them to the attention of a supervisor. The Employer shall take prompt and appropriate action to correct unsafe conditions or acts which they observe or which are reported to them.

Section 3. The Agency shall ensure that safe and healthful working and living conditions are provided to employees that are consistent with provisions of applicable laws, regulations, directives and instructions (COMDTINST M11320.1 (series)), and NFPA, as applicable/practicable, specific to Fire and Emergency Services. The Union will cooperate with the Employer by encouraging employees to work in a safe manner and wear protective equipment. Employees who fail to follow safety procedures may be subject to disciplinary/adverse action.

Section 4. Employees are encouraged to make oral reports to their immediate supervisor as the most prompt and effective method of hazard identification. Management is responsible for investigating any alleged hazard reported to them and, if valid, for having the hazard corrected.

Section 5. No employee shall be discriminated against in any way for reporting safety and health conditions, which he believes are hazardous to health or the health of other employees.

Section 6. Upon written request and as permitted by applicable law and regulation, Fire Department personnel mishap and other safety reports or agency safety surveys prepared and maintained by the Employer *will* be made available to the Union.

Section 7. Firefighters will be given a physical in accordance with Occupational Medical Surveillance and Evaluation Program (OMSEP) standards and medical care as required by law and regulation (including OPM Qualification Standards and Coast Guard regulations).

The Employee will schedule their annual OMSEP physical assessment through the HSWL Petaluma Clinic and ensure the Fire Chief is notified of the scheduled date/time.

Section 8. Firefighters have the option of having their yearly physical exam, meeting the requirements of NFPA 1582, performed by their personal physician. This shall be at the employee's expense unless the Coast Guard HSWL clinic is unable to provide the required physical exam. The employee must bring in the results of the physical exam to the HSWL Medical Clinic thirty (30) days prior to their yearly required physical. All physical examination results will be annotated on the appropriate forms.

Section 9. The Fire Chief shall implement a physical fitness and wellness program designed to maximize job performance in accordance with COMDTINST M1 1320.1 (series).

## **ARTICLE 20 EQUAL EMPLOYMENT OPPORTUNITY AND HARRASSMENT**

Section 1. Both the Employer and the Union agree that selection of employees will be based on applicants' qualifications for the job. Equal opportunity for employment and/or benefits of employment will be provided to persons without regard to race, color, religion, sex, national origin, age, or mental or physical disability, protected genetic information, participation in antidiscrimination enforcement proceedings or otherwise opposing unlawful discrimination, and/or participation in civil rights related activities.

Section 2. Employees shall treat superiors and fellow employees with proper respect at all times.

Section 3. Employee's shall comply with the Coast Guard Civil Rights Manual, COMDINST M5350.4C.

Section 4. Employees are entitled to representation by a personal representative of their choice at all steps of the EEO complaint procedures, if desired.

Section 5. Employees who believe they have been discriminated against shall utilize the Agency Discrimination Complaint Processing Procedure.

## **ARTICLE 21 TRAINING**

Section 1. The Parties believe and support that appropriate training and development of employees is important, increases the efficiency and effectiveness of operations, and develops the knowledge, skills, and abilities of Unit employees in the performance of their duties.

Section 2. The Employer will seek to develop a well trained workforce consistent with operational needs, available funds, resources, and time. Pursuant to this objective, employees may request training they believe is appropriate and beneficial to the organization. Training requests will be considered based on operational needs and available funding/resources as determined by the Employer.

Section 3. The Employer and the Union recognize the benefits that the U.S. Coast Guard, Petaluma Fire Department derives by encouraging Unit employees to pursue self-development. These efforts are primarily supported by the employee and engaged in on the employee's own time for the purpose of their becoming more competent in their line of work or preparation for qualification for promotion.

Section 4. The Employer and the Union will advertise and encourage employee use of the Coast Guard's Tuition Assistance Program to pursue self-development that will benefit the mission of the Coast Guard.

Section 5. All training that is presented to Fire Department Personnel shall be endorsed by the Employer as meeting DHS/USCG Instructions/standards and DOD standards, or equivalent, as determined applicable by the USCG or DHS. The Employer shall be responsible for ensuring the accuracy of materials/ information that is being taught or presented to employees. When the employer assigns training topics to fire fighters, and requires these topics to be presented to fellow Fire Department personnel, the Employer shall provide the Fire Department Personnel "presenter" with a curriculum, syllabus, or course uullim: to ensure the training is in accordance with applicable regulations.

Section 6. The Fire Department will maintain an accessible technical library that contains pertinent directives, publications, technical orders and pamphlets, or materials for professional development, as determined by management.

Section 7. An employee who is assi<sub>g</sub>ned new job responsibilities will be trained and given a reasonable period of time to become familiar with these duties.

Section 8. When scheduling outside drills/training, the Employer will consider extreme weather conditions.

Section 9. When multiple offerings of the same training are available, employees will have a choice of days when attending training classes on their off days. The employees will advise management of their preferred day of attendance.

## **ARTICLE 22**

### **PROMOTIONS, TEMPORARY PROMOTIONS AND DETAILS**

Section 1. Controlling law, regulation, Office of Personnel Management (OPM), Department of Homeland Security, and U.S. Coast Guard (USCG) policies and procedures will govern the Merit Promotion and Career Transition and Placement Assistance Programs followed by the Command.



Section 2. Prior to implementing new, or making changes to, existing merit promotion plans and instructions that affect assignments or promotions covered by this Article, Management will solicit the views of the Union.

Section 3. Temporary promotions of more than one hundred twenty (120) days and details in excess of one hundred twenty (120) days to a higher graded position or to a position with more promotion potential than a position previously held by the employee on a permanent basis in the competitive service will be subject to merit promotion procedures. Temporary promotions and details will be carried out in accordance with applicable regulations.

Section 4. When filling unit positions under the Merit Promotion Program, announcements will normally remain open for a minimum of fourteen (14) calendar days.

Section 5. An employee's application status for a bargaining unit vacancy may be verified by the employee via his/her account on the USAJOBS website.

Section 6. An employee who is certified to a selecting official for promotion consideration for a bargaining unit position but is not selected can request to meet with the selecting official for the purpose of discussing how the employee can develop for future consideration.

## **ARTICLE 23**

### **POSITION DESCRIPTIONS AND CLASSIFICATION**

Section 1. It is recognized that the Employer is fully and exclusively responsible for determining the appropriate duties and responsibilities of each position, and for writing position descriptions. Position descriptions do not limit or control day-to-day assignments but report the current and usual assignments and organizational design of positions. Employees shall be furnished a copy of their job description upon initial appointment and as major changes in duties and responsibilities are made.

Section 2. Issues regarding the accuracy or content of job descriptions should be resolved between the employee and the Fire Chief. If the issue cannot be resolved at that level, the employee may file a grievance in accordance with the Negotiated Grievance Procedure.

Section 3. If an employee believes that the title, pay plan, occupational series or grade level of his/her accurately described position description is incorrect, the employee may file a classification appeal. General Schedule employees may file a classification appeal with either the Coast Guard or the Office of Personnel Management. The Employer agrees that in the case of an employee classification appeal, pertinent data or information, including information on the appeals process, will be made available, upon request, to the employee and his/her designated representative.



Section 4. In accordance with 5 CFR 511.608, "an employee may select a representative of his or her choice to assist in the preparation and presentation of a (classification) appeal."

## **ARTICLE 24 REDUCTION-IN-FORCE (RIF)**

Section 1. The Employer will conduct any reduction-in-force (RIF) in accordance with applicable laws, regulations and DHS and Coast Guard policies including the definition of competitive area.

Section 2. The Employer agrees to notify the Union when a decision has been made to conduct a RIF impacting bargaining unit employees.

Section 3. The Employer agrees that prior to the issuance of official notice to the employees involved in a RIF, the Union will be notified of the reason for the RIF, the approximate number of employees who may be impacted initially, the types of positions to be impacted initially, and the anticipated effective date of the RIF. The Union agrees to cooperate with the Employer in communicating to employees the reasons for the RIF, to assist the impacted employees in obtaining employment, and to exercise all skills in lessening the impact in accordance with the applicable regulations.

Section 4: Any career or career-conditional employee who is separated because of RIF action will be placed on the Reemployment Priority List (RPL), maintained by the Department of Homeland Security in accordance with applicable laws and regulations. The employee will be given priority consideration for rehiring in positions for which he/she is qualified.

Section 5: Employees who have been demoted through reduction in force shall be given priority consideration for vacancies which they are qualified for during the two-year grade retention period as required by published agency policies and regulations.

Section 6: It is agreed that an employee of the unit who is assigned to a position occupied by another employee (through bumping or retreating) that results in change-to-lower grade must be qualified to satisfactorily perform the duties of the lower graded position. The determination as to whether an employee can satisfactorily perform the duties of the new position rest with the agency.

## **ARTICLE 25 CONTRACTING OUT OF WORK**

Section 1. It is agreed that the Employer retains the right to compete bargaining unit work and to convert that work to contract or public reimbursable performance in accordance with the OMB Circular A-76 and applicable law.

Section 2. The Employer agrees to comply with the OMB Circular A-76 and all applicable laws, rules, and regulations concerning the competition of bargaining unit work. The Employer will notify the Union when a determination is made to initiate formal competition of work that is currently being performed by bargaining unit employees and which could potentially result in the displacement of bargaining unit employees. As an interested party to the competition, the Employer will provide equal access to the Union public information pertaining to the competition, which is appropriate and releasable, provided such request meets requirement set forth in applicable laws, rules, and regulations.

## **ARTICLE 26**

### **VOLUNTARY ALLOTMENT FOR PAYMENT OF DUES**

Section 1. The Employer agrees to deduct dues from the pay of all employees who voluntarily authorize such allotments from their compensation and who are employed within the Unit in accordance with the provisions set forth herein.

Section 2. This Agreement is based on exclusive recognition granted to IAFF Local F-298 and covers all eligible employees in the Unit who: (1) are represented under this recognition; (2) are members in good standing in the labor organization; (3) voluntarily completed Standard Form 1187 (Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues); and, (4) who receive compensation sufficient to cover the total amount of the allotment.

Section 3. The Union will assume responsibilities for:

- a. Informing and educating its members on the voluntary nature of the system for the allotment of labor organization dues, including the conditions under which the allotment may be revoked;
- b. Procuring and distributing to its members Standard Form 1187;
- c. Notifying the Civilian Human Resources Office, in writing of:
  - i. The names and titles of officials authorized to make the necessary certification of Standard Form 1187 in accordance with the Agreement;
  - ii. The title and the address of the allottee to whom remittances should be sent including to whom the check should be made payable;
  - iii. Any change in the amount of membership dues; and
  - iv. The name of any employee who has been expelled or ceases to be a member in good standing in the Local within ten (10) days of the date of such determination;

- d. Forwarding properly executed and certified Standard Form 1187 to the Civilian Human Resources Office; and,
- e. Forwarding an employee's revocation (memorandum or Standard Form 1188, Revocation of Voluntary Authorization for Allotment of Dues) to the Civilian Human Resources Office when such revocation is submitted to the labor organization.

Section 4. The Employer will be responsible for:

- a. Processing voluntary allotment of dues in accordance with this Article and 5 U.S.C., Chapter 71.
- b. Procuring and furnishing Standard Form 1188 to employees upon request.

Section 5. The Employee will be responsible for submitting a new SF-1187 for dues deductions after return to the bargaining Unit from temporary promotion to a supervisory position. The reason for this is that the payroll system automatically stops dues deductions upon promotion to a supervisory position.

Section 6. The Employer and Union jointly stipulate that:

- a. The amount of dues to be deducted as allotments from compensation may not be changed more frequently than once each twelve months.
- b. The amount of the allotment for dues will be the same for each deduction.

Section 7. Deduction of dues designated on Standard Form 1187 shall normally become effective no later than the first full pay period following the pay period the form is received by the National Finance Center, New Orleans Louisiana.

Section 8. An allotment for the deduction of an employee's Union dues may also be terminated by the employee through submission of Standard Form 1188 to the Civilian Human Resources Office. Allotment revocation will be accepted after the first anniversary date of the dues deduction. Revocation shall normally become effective no later than the first full pay period following the pay period the revocation is received by the National Finance Center, New Orleans, LA. SF-1188's received outside of this time period will be returned to the employee and not processed.

## **ARTICLE 27 TOBACCO USE**

Section 1. The use of tobacco will be in accordance with COMDTINST M6200.1 A, the Coast Guard Health Promotion Manual, Chapter 3, Tobacco Use Policy.

Section 2. Smoking and chewing tobacco by employees will not be pennitted at any time within the fire house structure or within 50 feet of any firehouse entrance or exit. Smoking and chewing tobacco is prohibited on any Fire Department apparatuses.

## **ARTICLE28 COMMUNICATIONS**

Section I. Members will send all communications through the regular channels, which is through the Lead/Fire Captain, then to the Fire Chief. A communication through the superior officer to a subordinate shall pass through the immediate officers in reverse order.

Section 2. The Lead/Fire Captain shall permit any member of his/her shift permission to confer with the Fire Chief after s/he has notified the Fire Chief of such a request. The Fire Chief shall permit any member of the fire department to confer with the Branch Chief after s/he has notified the Branch Chief of such a request.

## **ARTICLE29 LABOR-MANAGEMENT COMMITTEE**

Section I. The Employer and the Union agree to promote labor management relations focused on supporting and enhancing the Fire Department's mission by creating and maintaining a high performance workplace that delivers the highest quality products and services. Both Parties will be committed to pursuing solutions that promote increased quality and productivity, customer service, mission accomplishment, efficiency, quality of work life, employee improvement, and organizational performance through a labor-management committee. The labor-management committee will enable the parties to become full Parties in identifying problems, areas of concern, and changes to personnel policies, practices and procedures and matters affecting the working conditions of employees and to identify viable solutions to problems to enhance productivity.

Section 2. It is the intention of the Parties to maintain a safe, healthy, and quality workplace, where people are treated fairly and equitably. We will respect each other and work together to accomplish the Employer's mission. Both the Employer and the Union recognize that, while we have many common interests, we may also have legitimate differences that must be respected and understood. The Employer and the Union resolve not to let specific disagreements affect their positive relationship and this Partnership.

Section 3. As Executive Order 13522 provides, that agencies should allow Union representatives to have pre-decisional involvement in work-place matters related to bargaining unit employees to the fullest extent practical.

### **ARTICLE 30**

#### **UNIFORMS, PERSONAL PROTECTIVE EQUIPMENT (PPE) & GROOMING**

Section 1. The Employer will provide an initial and annual uniform allowance in accordance with applicable provisions of 5 CFR 591. The initial allowance will be paid to new hires as soon as practicable after reporting for work. The annual uniform allowance will begin the 1<sup>st</sup> year following the initial year of hire. The employer will not affect any uniform changes beyond 30 days of receipt of the annual uniform allowance, except as required by law, rule, regulation, or agency policy.

Section 2. Uniforms are to be worn in a professional manner and will be in good condition free of discoloration, signs of wear (holes, stains, fray) and must have proper/current department patch, name tag, and rank insignias. Upkeep and replacement will be the responsibility of the firefighter using provided uniform allowance. Uniforms will have a fresh professional appearance at all times.

Section 3. The class A uniform will be worn for funerals, parades, and awards ceremonies and other formal events and will consist of the following:

- a. Dark blue pants.
- b. Long sleeve white dress shirt.
- c. Black leather belt.
- d. Long black tie.
- e. Dark blue cap for firefighters; white cap for captains.
- f. Black low cut military type dress shoes.

Section 4. Station wear will consist of the following:

- a. Dark blue pants meeting NFPA standards.
- b. Class B dress shirt.
  - i. Class B dress shirts will be worn at all times when away from the station during building inspections, meetings, galley, classes while on duty, presentations and any other activity that requires department representation with the following exceptions: training evolutions, physical

training, emergency responses and apparatus maintenance at which time a class B shirt would not be appropriate.

- ii. The shift captains are responsible for ensuring members are in the proper uniform at all times.
- iii. The class B dress shirt consists of:
  - 1) Dark blue with blue buttons or snap front with blue buttons.
  - 2) The determination for long or short sleeves shall normally be directed by the Fire Chief or Lead and shall be consistent throughout the Firehouse during any given shift.
  - 3) All shirts will have the Coast Guard Fire Department patch on the left shoulder sleeve.
  - 4) An EMT patch or an American flag may be worn on the right shoulder sleeve.
- iv. Dark blue tee shirts, sweatshirts, gym shorts and sweat pants must be worn while participating in physical training. Tee shirts and sweatshirts will have the Coast Guard Fire Department logo; no other logos are permitted.
- v. Dark blue jacket with the Coast Guard Fire Department patch on the left shoulder sleeve.
- vi. An EMT patch or an American flag may be worn on the right sleeve.
- c. Name tags are issued by the Employer.
  - i. The nametag will have the firefighter's name and position and ifs/he is an engineer or EMT that must be included.
- d. Black leather belt.
- e. Badges are issued by the Employer.
- f. Firefighters will be issued collar brass by the Employer according to their position.
- g. The Coast Guard Fire Department shoulder patch will be issued by the Employer. EMT and American flag shoulder patches are optional and are the responsibility of the employee.

Section 5. The employer shall comply with applicable regulations regarding Personal Protective Equipment (PPE), as required by appropriate Federal standards to protect

employees from hazardous conditions encountered during the performance of their official duties.

- a. Full protective clothing will consist of the following:
  - i. Structure gear will consist of a helmet with face-shield, goggles, nomex hood, turn-out coat, turn-out pants (bunker pants), boots (in compliance with NFPA standards), and gloves. All equipment will not be modified, altered, or tampered with. Firefighters must return their equipment to their locker at the end of each shift.
  - ii. Wild-land gear will consist of a helmet with goggles, ear and neck shroud, wild-land firefighting pants, wild-land firefighting jacket, wild-land boots (in compliance with NFPA standards), gloves and tool and equipment harness. All equipment will not be modified, altered, or tampered with. Firefighters must return their equipment to their locker at the end of each shift.
  - iii. One pair of safety boots for station wear that comply with NFPA standards.
- b. All PPE will remain the property of the department with the exception of helmets if purchased by the employee. Employees shall be responsible for the items furnished and the return of such items.
- c. Helmets will be provided by the Employer as an initial issue; however, members can purchase their own helmets at their own cost provided they are approved by the Fire Chief.
- d. The Employer will replace required PPE as necessary when it reached the end of its serviceable life in accordance with NFPA standards.
- e. Employees shall not share any part of his/her protective clothing with another employee.
- f. Management shall arrange repair, maintenance and cleaning of issued protective clothing.
- g. Any PPE that is not issued by the fire department must be approved in writing by the Fire Chief prior to purchase to ensure compliance with regulations. Any deviation in equipment must be paid for by the employee and limited to helmets, gloves, and goggles.
- h. The employer will work to ensure all issued PPE fits each member to the extent practicable.

Section 6. The Employer agrees to provide the following equipment:



- a. One foul weather coat
- b. One multi-purpose tool

Section 7. Grooming and personal appearance are not only an important aspect of the job, but an issue of safety.

- a. Hair should be kept clean, well groomed and maintained at all times so as not to interfere with the proper wearing of the official departmental uniform cap, protective head gear, face piece, and/or any other safety equipment. No length or style of hair is permitted that will in any way interfere with and/or obstruct the view of employees in the performance of their official duties. Facial hair may not interfere with the proper wearing of PPE.
- b. The wearing of jewelry must not interfere with the wearing of PPE. Necklaces must be kept inside the shirt.
- c. Finger nails must be kept at a length so as not to impede the use of medical and/or structural gloves.
- d. The Fire Chief will make the above determinations, and if challenged, the Branch Chief will make the final determination.

### **ARTICLE 31 FACILITIES**

Section 1. The employer will provide living space for the employees who are on duty. The employer agrees to provide such living spaces with furnishings and equipment in good condition and working order, as determined by the employer and subject to applicable procurement law, regulation, and policy. Personal furnishings and equipment shall be subject to management approval.

Section 2. Berthing areas in the firehouse are for the use of fire department personnel and are off limits to unauthorized personnel. Berthing spaces shall be clean, neat and available for inspection at any time. Any personal equipment/furnishing to berthing areas is subject to management approval. To this end, the Employer agrees to provide, and replace as needed, the following:

- Adequate and suitable indoor lounge furniture.
- Multi-media equipment, as required for training and recreational purposes.
- Adequate berthing accommodations, to include a bed with a quality mattress, nightstand, light, and stand up locker.
- Range;

- Oven;
- At least one (1) refrigerator;
- A dishwasher.

Management shall procure in kind replacement of kitchen supplies such as cookware, flatware, plates, and cups etc. obtained from other agencies' excess or internal galley facility/operation upon determination that repair and use is no longer practical.

Section 3. Due to firefighters being restricted to their duty stations for a minimum of 24 hours at a time, cable for television will be provided as well as one television in the main living area.

Section 4. When equipment does not function properly, firefighters will report the malfunction to the lead firefighter on duty. It is the responsibility of the lead to submit a work order through the building manager to facilities for repairs. If replacement is being requested, this needs to be brought to the attention of the Fire Chief in writing.

Section 5. Guests are allowed in public areas of the firehouse during non-work hours. Guests are not permitted in the berthing areas at any time.

Section 6. No employee shall tamper with any equipment or property issued to or belonging to any other member of the department without the expressed permission of said employee. Tampering with another member's mail, turnouts, lockers and items within, is strictly prohibited.

Section 7. No employee shall bring or cause to bring firearms or weapons of any type onto the TRACEN Petaluma.

Section 8. Automobiles or other vehicles owned by employees shall not be stored on station property.

Section 9. Critical incident stress management (CISM) will be provided from within current Coast Guard programs in accordance with COMDTINST 1754.3A Critical Incident Stress Management (CISM). This may or may not be specifically tailored to firefighting. Access to outside, fire specific, critical incident stress management resources will be permitted as available.

## **ARTICLE 32 DURATION AND MODIFICATION**

Section I. It is the intent of the Parties to this Agreement that it remain in full force and effect for a period of three (3) years from the date of its approval by the Department of Homeland Security. This Agreement will terminate immediately at any time the Union is no longer entitled to exclusive recognition for the present Unit under 5 U.S.C. Chapter 71.

- a. Either party to this Agreement will give written notice to the other party between 150 and 120 calendar days prior to the expiration of this Agreement of the party's desire to negotiate a new agreement. The Parties will develop ground rules to negotiate a new Agreement and will commence negotiations within a mutually agreed upon timeframe. If a new Agreement is not reached by the termination date, the Agreement will remain in full force and effect until the new Agreement is completed.
- b. If neither Party serves notice to renegotiate the Agreement during the window period, the Agreement will be renewed for three (3) year periods, in lieu of negotiating a new agreement.
- c. In the event of automatic renewal or extension of the Agreement, published Department of Homeland Security and Coast Guard policies and regulations current at the time of automatic renewal or extension will then become controlling in the event of conflict or incompatibility with the provisions of the Agreement.

Section 2. This Agreement is subject to opening only as follows:

- a. Amendment(s) may be required because of changes made in applicable laws, Executive Orders, or Government-wide regulations issued after the effective date of this Agreement. In such event, the Parties may agree either to administer the Agreement consistent with the changes required by the applicable laws, etc., or meet for the purpose of negotiating new language in the Agreement to meet the required changes.

Section 3. The waiver or breach of any condition of this Agreement by either Party will not constitute a precedent in the future enforcement of all the terms and conditions hereto.

## IAFF REQUEST FOR OFFICIAL TIME FORM

UNION REPRESENTATIVE'S NAME \_\_\_\_\_ DATE \_\_\_\_\_

I REQUEST PERMISSION TO LEAVE MY WORKSITE FOR THE PURPOSE STATED BELOW UNDER THE TERMS OF THE LABOR MANAGEMENT AGREEMENT. ESTIMATED TIME NEEDED: \_\_\_\_\_

AS APPLICABLE – I HAVE CONTACTED:

\_\_\_\_\_  
(SUPERVISOR/MANAGER)

AND OBTAINED AUTHORIZATION TO MEET WITH AN EMPLOYEE AT

\_\_\_\_\_  
(LOCATION)

\_\_\_\_\_  
(TIME)

\_\_\_\_\_  
(DATE)

PURPOSE:

☐ CONTACT EMPLOYEE  
☐ INVESTIGATE GRIEVANCE  
☐ PREPARE FOR APPEALS  
☐ RESEARCH PREPARE GRIEVANCE  
☐ NEGOTIATIONS  
☐ OTHER (SPECIFY) \_\_\_\_\_

☐ SCHEDULED GRIEVANCE MEETING  
☐ FORMAL INVESTIGATIVE DISCUSSION  
☐ CONSULTATION WITH MANAGEMENT  
☐ REVIEW COMMAND POLICY - - - - -

REPRESENTATIVE'S SIGNATURE: \_\_\_\_\_

PERMISSION GRANTED \_\_ DENIED \_\_ (IF DENIED, STATE REASON) \_\_\_\_\_

SUPERVISOR'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TIME DEPARTED: REPRESENTATIVE \_\_\_\_\_ EMPLOYEE \_\_\_\_\_

TIME RETURNED: REPRESENTATIVE \_\_\_\_\_ EMPLOYEE \_\_\_\_\_

SUPERVISOR/MANAGER'S INITIALS: \_\_\_\_\_

TOTAL TIME CHARGED TO OFFICIAL TIME FOR UNION REPRESENTATIVE: \_\_\_\_\_

**IAFF Local F-298  
GRIEVANCE FORM**

**AGGRIEVED EMPLOYEE NAME & SIGNATURE**

**UNION REPRESENTATIVE NAME & SIGNATURE**

**DATE**

**STEP 1 DECISION OR ACTION BEING GRIEVED**

**DATE OF OCCURRENCE**

**CORRECTIVE ACTION DESIRED:**

**STEP 1 MANAGEMENT DECISION**

**GRIEVANCE WAS/WAS NOT RESOLVED (CIRCLE ONE)**

**SUPERVISOR**

**DATE**

**EMPLOYEE/REPRESENTATIVE**

**DATE**

**REASON, FOR DISSATISFACTION OF STEP 1 MANAGEMENT DECISION**

**STEP 2 MEETING IS/ IS NOT REQUESTED (CIRCLE ONE)**

**EMPLOYEE/REPRESENTATIVE SIGNATURE**

**DATE**

<b>STEP 2 MANAGEMENT DECISION</b>			
<b>GRIEVANCE WAS/ WAS NOT RESOLVED (CIRCLE ONE)</b>			
<b>SUPERVISOR</b>	<b>DATE</b>	<b>EMPLOYEE/REPRESENTATIVE</b>	<b>DATE</b>
<b>REASON FOR DISSATISFACTION FOR STEP 2 MANAGEMENT DECISION</b>			
<b>STEP 3 MEETING IS/IS NOT REQUESTED (CIRCLE ONE)</b>			
<b>EMPLOYEE/REPRESENTATIVE SIGNATURE:</b>			<b>DATE</b>
<b>STEP 3 MANAGEMENT DECISION</b>			
<b>GRIEVANCE WAS/WAS NOT RESOLVED (CIRCLE ONE)</b>			
<b>COMMANDING OFFICER/DESIGNATED REPRESENTATIVE</b>			<b>DATE</b>
<b>EMPLOYEE/REPRESENTATIVE SIGNATURE</b>			<b>DATE</b>