

**INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS  
LOCAL F-289**



22<sup>ND</sup> of APRIL 2005



**IAFF LOCAL F-289'S - CONTRACT PROPOSALS  
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**International Association of Fire Fighters  
Local F-289**

**CONTRACT PROPOSALS  
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**PREAMBLE**

THIS AGREEMENT is made by and between the United States Marine Corps (USMC), Marine Corps Air Station Miramar, San Diego, California, hereinafter referred to as the "EMPLOYER" and the International Association of Fire Fighters (IAFF), Local F-289, hereinafter referred to as the "UNION", hereinafter collectively referred to as the "MEMBERS". *Whenever language in this AGREEMENT refers to specific duties or responsibilities of specific employee(s) or management officials or representatives, it is intended only to provide a guide as to how the situation may be handled. The MEMBERS agree, that the Employer retains the right to assign work and to determine who will perform the function(s) assigned.*

**WITNESS**

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

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

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

**SUPPORT OF COMMON GOALS**

The MEMBERS agree to support, affirmatively and positively, the following major goals common to the Employer and the Union; provision for participation by employees in formulating and implementing personnel policies and practices affecting the conditions of employment; safeguarding of employee health and safety; developing and using employee skills; promoting work attendance; improving the utilization of time and materials; promoting the principles of equal employment opportunity; improving the labor-management relationships in dealing between employees, the Union and the Employer in the conduct of public service as specified in this collective bargaining agreement. It is agreed between the parties that issues relating to Reduction in Force, Discipline/Adverse Actions and Equal Employment Opportunity not otherwise governed by this CBA will be subject to the fair and equitable administration correspondent to the majority of MCAS Miramar.

## LABOR/MANAGEMENT COMMITMENT

The *Labor/Management* have agreed to establish and maintain a "Labor-Management Council" that will open a new era where the Union, the Employer and Unit Employees can and will work together to create a workforce (Fire Protection and Fire Prevention Program) at MCAS Miramar that is highly motivated, multi-skilled, and technologically advanced to meet the ever changing needs of MCAS Miramar's Fire Department. In addition, the *Labor/Management* agree to implement this Labor-Management with a firm commitment to avoid creating an adversarial relationship and to strive to maintain one that develops a "Quality" Labor-Management Relationship that fosters a "Win/Win Attitude".

This *Labor/Management* will provide a vehicle for allowing the Employer and the Union to become *FULL MEMBERS* in identifying problems, areas of concern, changes to working conditions within the organization and to develop viable solutions to problems that may arise, so that the mission of MCAS Miramar, specifically the Fire Protection & Fire Prevention Program can be accomplished in a more cost effective and efficient manner.

The *Labor/Management* goals and objectives are to further the Agency Mission, foster a more productive and cost effective service to MCAS Miramar's customers, and to enhance the living/working conditions and morale of bargaining unit employees (See Appendix (a) -- Members Agreement).

NOW THEREFORE, the Labor/Management hereto agree within the intent, spirit and meaning of P.L. 95-454, the Civil Service Reform Act of 1978, hereinafter referred to as the "ACT" and/or the "Statute" as follows:

**ARTICLE 1  
UNIT RECOGNITION AND COVERAGE**

**Section 1.** The Employer hereby recognizes that the International Association of Fire Fighters (IAFF), Local F-289 (the Union) is the exclusive representative of all Employees in the unit as defined in Section 2 and as described in decisions of the Federal Labor Relations Authority. A description of the employees included in the unit as described in Section 2 is attached as Appendix A (FLRA Case No. SF-RP-70077 dtd 18 May 1998) to this agreement. If this unit is modified by the FLRA, this agreement shall apply to the unit as modified.

**Section 2.** The Recognized Unit includes all civilian employees in graded positions classified in the Fire Prevention and Protection series (GS-081) employed by the Marine Corps Air Station, Miramar, California. Excluded from the Recognized Unit are all management officials, supervisors and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

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

**ARTICLE 2  
DEFINITIONS**

1. **Activity.** An activity is an agent of the Employer except as otherwise provided in this agreement. See Appendix A.
2. **Consultation.** For the purpose of this agreement, consultation is defined, as any dialogue, either written or oral, between the parties and unlike negotiations does not require a mutually acceptable compromise between the parties. Consultation is an exchange of views and opinions on matters of mutual concern. Consultations and negotiations are not the same. Consultations allow discussions of a broader range of topics than negotiations. Unlike negotiations, consultations are not subject to impasse proceedings. Consultations only require that each side duly consider the views of the other.
3. **Day.** A calendar day (unless otherwise specified in the body of the agreement).
4. **Employee.** An Employee included in the bargaining unit (See Article 1).
5. **Employer.** Commanding General and/or his designated representative(s), Marine Corps Air Station Miramar and along with IAFF Local F-289, a party to this Collective Bargaining Agreement (CBA).
6. **Collective Bargaining Agreement or CBA.** Is the AGREEMENT executed between the Employer and the Union governing the personnel practices, policies, and working conditions of Employees in the consolidated units.

7. Memorandum of Understanding or MOU. The document resulting from bargaining during the term of the CBA in accord with Article 4 of the CBA.

8. Negotiate. Meet and confer, bargain or otherwise communicate for the purpose of discussions and settlement of terms leading to a collective bargaining agreement.

9. Position. A position within the recognized bargaining unit.

10. (The) Statute. The Federal Service Labor Management Relations Statute, Chapter 71 of 5 U.S.C. (originally enacted as title VII of the Civil Service Reform Act).

11. Supervisor. An agent of the Employer exercising managerial authority with regard to Employees. The term is used in this agreement for purposes of clarity, recognizing that the employer has historically chosen to designate readily identifiable officials to take certain actions with respect to Employees. Use of the term does not in any way bind the Employer to continue designating any particular management official to perform any particular task. For the purposes of granting official time or leave, the authority rests only with the Assistant Chiefs and/or the Fire Chief

12. Comp Date. When referring to comp date it will be Miramar Fire Department Time in the 081 series. This change affects only employees hired into the 081 after execution of this agreement.

### **ARTICLE 3 GOVERNING LAWS, RULES AND REGULATIONS**

**Section 1.** In the administration of all matters governed by this agreement, officials and employees shall be governed by applicable law, Government-wide regulations, Department of Defense (DoD), and Department of the Navy (DON) regulations in existence on the effective date of this agreement. To this end, these laws, rules and/or regulations shall include but may not be limited Presidential Executive Orders, Comptroller General Decisions, Office of Management and Budget Issuance's, Office of Personnel Management policies and guidelines, NFPA and OSHA Standards, the Department of Defense policies and regulations, the Department of the Navy policies and regulations, USMC policies and regulations, MCAS Miramar's policies and regulations, MCAS Miramar's Fire Department policies and Standard Operating Guideline (SOG).

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

**Section 3.** Whenever this agreement or an MOU is renegotiated or renewed, it must be brought

into conformance with applicable government-wide, DoD, DON, and USMC regulations then in existence.

**Section 4.** Pursuant to 5 USC 711 4(b)(4) and upon written request from the Union, the Employer shall furnish or make available to the Union a copy of existing DoD, DON, MCAS Miramar's rules, regulations and/or Fire Department Standard Operating Procedures, and any regulation or law which involves personnel policies and/or practices and/or matters affecting working conditions of unit employees if it's normally maintained by the Civilian Personnel Office in the regular course of business and is reasonably available.

**Section 5.** The Employer agrees that before making a change to Bargaining Unit Employees working conditions by implementing a new/revised rule/regulations from a higher authority, or issuing a new/revised change to MCAS Miramar's policies and/or regulations or Fire Department Standard Operating Procedure(s) (SOG), a copy of the draft Policy, Notice, Regulations, SOG or change(s) to working conditions will be provided to the Union along with the intended implementation date.

At which point, the Union may, within fourteen (14) calendar days after receipt of the proposed change, request that the Employer negotiate or consult on the changes. Reasonable requests for extensions of time limits will be granted. Whenever possible, requests for extensions will be made in writing. If the Union fails to make a written request to bargain or consult prior to the intended implementation date, the Employer may effect the change. The Employer agrees not to implement the changes unless a compelling need exists.

#### **ARTICLE 4 RIGHTS OF THE EMPLOYER**

**SECTION 1.** In accordance with the Statute, nothing in this AGREEMENT shall affect the authority of the Employer-

- a. To determine the mission, budget, organization, number of employees, and Internal security practices of the agency.
  - (1) To hire, assign, direct, lay-off and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees.
  - (2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which the agencies operations shall be conducted.
  - (3) With respect to filling positions, to make selections for appointments from
    - (a) Among properly ranked and certified candidates for promotion; or

(b) Any other appropriate source; and

(4) To take whatever actions may be necessary to carry out the mission of the MCAS Miramar during emergencies.

## **ARTICLE 5 RIGHTS OF TILE EMPLOYEE**

**Section 1.** Nothing in this AGREEMENT shall require an employee to become or to remain a member of the Union except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deductions.

**Section 2.** Pursuant to 5 USC 7102, the employees in the unit shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, to join and assist the Union or to refrain from such activity. The freedom of such Employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting in the capacity of a Union representative, including presentation of the Union's views to the Commandant of the Marine Corps to the Secretary of Navy, to the Congress, or to other appropriate authority, except as expressly prohibited by law or regulation. The Employer agrees to take such actions as may be necessary, consistent with law, regulations, or directives from higher authority, in order to assure that Unit Employees are apprised of their rights as described in this Article, and to take any such further action as is deemed necessary with respect to the unlawful interference with, restraint or coercion of any Employee in the exercise of these rights.

**Section 3.** The Union agrees to accept all eligible employees as members without discrimination as to age, race, color, religion, sex, physical handicaps, sexual orientation or national origin.

**Section 4.** Unit Employees have the right to consult or meet with a Union Representative and to be represented in a grievance, disciplinary/adverse actions and/or any other administrative/appeal process. The Employer agrees to authorize a reasonable amount of time to allow for such consultations/meetings during the employee's regular working hours.

### **Section 5. Employee Representation**

- a. An Employee has the right to file a grievance without interference, coercion or reprisal.
- b. Employees shall have the right to union representation when grieving under the negotiated grievance procedure, or the right to represent themselves. When filing a complaint or appeal under any system other than the negotiated grievance procedure, employees shall have the right, in accordance with applicable law, rule or regulation, to be represented by a representative of their own choosing. An Employee or Group of Employees in the unit may be represented only by themselves or the exclusive Union in filing a grievance under the negotiated grievance procedure.
- c. Conversations between a management representative and union official or a grievant

(including the grievant's union representative, if any) concerning the employee's grievance will not be tape recorded without the consent of all parties. All parties to such tape-recorded conversations will be provided a copy (upon request) of the tape recording (including a summary or transcript thereof, if any).

**Section 6.** An Employee has the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate officials, in accordance with applicable laws, regulations, or established policies and to choose his own representative in a grievance or appeal action not subject to review under the negotiated grievance procedure.

**Section 7.** Employees shall be protected against reprisal for the disclosure of information not prohibited by law or executive order, which the employee reasonably believes evidences mismanagement, waste of funds, abuse of authority or a substantial and specific danger to public health or safety.

**Section 8.** Employees may be released from work without charge to leave to seek the assistance of a union representative, appropriate Human Resources Office (HRO), EEO, and Employee Assistance Program staff regarding work-related matters of personal concern to the employee. Release from work for such purposes is subject to the following requirements.

- a. The Employee must obtain the approval of his or her supervisor prior to leaving the work area. The Employee's request, provided it is reasonable and appropriate, will be granted and will be delayed only to accommodate the legitimate work requirements of the organization.
- b. The Employee will advise the supervisor of the approximate amount of time required for that purpose.
- c. The supervisor will not harass or intimidate an employee seeking assistance.
- d. The Employee will notify the supervisor when the meeting is concluded.
- e. Visits to the HRO staff require appointments, which will be promptly accommodated by the HRO staff. Visits to drop off or pick up self-service materials do not require appointments.

**Section 9.** Seniority for bargaining unit employees is based on their time employed at MCAS Miramar unless otherwise required by law as defined in article 2, (#12). If two or more Unit Employees have the same MCAS Miramar Service Date, than the unit employees SCD will be used to break any ties. These seniority lists shall be made available to the Union upon request.

**Section 10.** The parties recognize the importance of equitable treatment for all employees in all aspects of employment. The Members agree to cooperate in actively promoting the concept and implementation of the Equal Employment Opportunity for all MCAS Miramar Employees. The Members affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training, believing that the public interest requires the full utilization

of employee skills and abilities without regard to sex, race, religion, color, national origin, age, marital status, or handicapping condition. The Parties agree to support the principles set forth in the Office of Personnel Management regulations pertaining to Equal Employment Opportunity.

**Section 11. Employee Records**

a. **Official Record Requirements.** The Official Personnel Folder will be maintained in accordance with applicable law, rule or regulation.

b. **Access to Records**

(1) Employees, or their representative designated in writing, shall have reasonable access to examine any document in their Official Personnel Folder with the exception of records restricted by applicable law or regulation. An appointment must be made with the servicing Human Resources Office by the Employee or Representative to facilitate such requests.

(2) Generally, upon reasonable request of the Employee or his Representative, the activity will provide one time without cost to the employee a copy of any document in the Official Personnel Folder not restricted by law or regulation. The Employee recognizes his or her responsibility to safeguard any copy so provided.

(3) Employees will have reasonable access to their own medical records maintained by the government and under the control of an activity except as restricted by applicable law or regulation

(4) The term 'reasonable' as used in this section includes but is not limited to consideration of such matters as the timeliness of the request, the frequency of such request, the cost of copying and the quantity of documents requested and availability of the requested material if otherwise maintained by the Employer.

c. **Outdated Records.** Upon review, any material not authorized to remain in the Official Personnel Folder will be removed and disposed of in a manner consistent with protecting the sensitivity of the material.

d. **Supervisor's Notes**

(1) Notes or diaries maintained by a supervisor with regard to his or her work unit or employees are not official records but are merely an extension of the supervisor's memory.

(2) Such notes or diaries, to the extent that they contain personal observations on individual employees, must be maintained in a secure and private manner and will not be disclosed to any unauthorized person. In those cases where an employee ceases to be supervised by an individual, the personal notes of that supervisor shall not be transferred to the employee's new supervisor.

(3) These notes and diaries may not be used as documentary evidence in a disciplinary or adverse action. For purposes of disciplinary documentary evidence, a supervisor will document in a Memo For Record or other official document.

e. Employee records maintained by supervisors are subject to provisions of the Privacy Act.

**Section 12. Probationers/Temporaries**

a. Probationary and temporary employees shall be covered by the terms of this agreement except where otherwise excluded by applicable law, rule, regulations or this CBA.

b. Temporary and probationary employees will be provided a copy of their official position description and told of the general conditions of their employment upon entrance to duty.

c. Except for unforeseen circumstances, temporary employees will be given at least fourteen (14) days notice of termination. This provision does not apply if an employee is being terminated for disciplinary reasons, or if a temporary employee is being terminated at the end of his or her appointment period.

d. One purpose of the probationary period is to allow employees a reasonable and fair opportunity to make good. Accordingly, the Employer will evaluate the performance of probationary employees and counsel them concerning performance deficiencies, if any, during the probationary period.

**ARTICLE 6  
UNION RIGHTS AND REPRESENTATION**

**Section 1.** The Union is entitled to act for, and negotiate collective bargaining agreements covering all employees in the unit. The Union is responsible for representing the interests of all employees in the unit without discrimination and without regard to labor organization membership. The Union however, does not have the duty/or responsibility to represent bargaining unit employees that are non members of IAFF Local F-289 in any statutory appeal procedures. The Employer agrees that there shall be no restraint, interference, coercion, or discrimination against a Union officer/steward because of the performance of official Union functions.

**Section 2.** The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the Employer and one or more Employees in the unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment; or any examination of an employee of the unit by a representative of the Employer in connection with an investigation if the Employee reasonably believes that the examination may result in a disciplinary action against the employee; and the employee requests representation. Union will assist employees – the intent is not for the Union

to take over the meeting for the employee. The Employee must act on their own behalf with Union assistance.

**Section 3.** The Employer agrees to recognize the duly elected and/or appointed Officers, Stewards and/or other authorized representative(s) of IAFF Local F-289. The Union agrees to submit to the Employer within seven (7) calendar days of election and/or appointment, a list of officers and stewards and to update the names as changes occur.

**Section 4.** The Employer agrees to authorize Officers or Stewards of the Union a reasonable amount of official time away from the job to perform their representational activities pursuant to the terms and conditions of this Agreement and in accordance with 5 USC 7114. Furthermore, official time shall be granted for the purpose of permitting the Union's President and/or his designated representative to attend the IAFF's Annual Legislative Conference. However, official time is not authorized to lobby Congress on legislation or appropriation matters pending before Congress or for such activities as solicitation of membership, collection of employee's dues, campaigning for offices, or other matters pertaining to the internal business of the Union,

a. The Union recognizes its responsibility to ensure that representatives do not abuse their authority by unduly absenting themselves from their assigned work areas and that they will make every effort to perform their authorized functions in an expeditious manner.

b. The conduct of representational business set forth in the AGREEMENT shall normally be conducted during duty hours; however, all Employees must recognize that their primary responsibility is to their Government position and shall conduct representational business with as much expedience as possible.

c. In order not to deplete available staffing at the Fire Station, Union attendance at formal meetings with management and other base representatives other than those held in the Fire Station normally will be limited to one (1) on-duty representative. The Union agrees that prior to performing appropriate business described in Section 4 above, officers and stewards shall first request permission from the appropriate on-duty supervisor. Permission will normally be granted unless such absence would cause an undue interruption of work.

The request for permission shall include a description of the nature of the business to be transacted, including, if appropriate, the name of the Grievant and/or complainant and the approximate duration of the absence. If the officer/steward or Grievant/complainant cannot be spared at the requested time, the appropriate supervisor on duty shall inform the officer/steward of the time that permission may be granted to leave the job. In any case, the appropriate supervisor on duty shall not unreasonably deny such permission. The employee and the officer/steward will report their return to work to the appropriate supervisor on duty.

d. When the Union President is absent, on leave or for other reasons, for a period of two (2) weeks or more, the Union may designate another Union Officer/Steward to act in his absence. Written notification will be given to the Fire Chief and the HRO Labor relations representative.

**Section 5. Excused Leave.** The Employer agrees that upon advance written request, employees who are designated by the Union may be excused without charge to leave in conjunction with attendance at training sessions on labor relations matters, Bi-Annual IAFF conventions, and other conferences, provided the employee's services can be spared and such training and/or conferences is determined by the Employer to be of mutual concern to the Employer and the Union and the Employer's interests will be served by the employee's attendance. The Union will bear the responsibility for showing how the training/conference/convention will have the required benefit to the Employer. To this end, the Union will provide a detailed agenda with the information about the training/conference and/or convention at least three (3) weeks prior to the scheduled training/conference/convention. Such excusal(s) for the Union shall not exceed a total of 120 hours in a leave year. If excuse leave is not approved for the functions outlined above, the Employer agrees, that upon written request from the Union, annual leave may be granted in accordance with this CBA to attend such a function. To this end this official time is not to be used for lobbying.

**Section 6.** Subject to security and safety regulations officers or duly designated representatives of the Union or its national office, who are not employees of the agency will be admitted to the installation to visit the Fire Stations of the activity, so long as there is no disruption of work operations. The Fire Chief will be advised as early as possible in advance of the intended visit.

**Section 7.** The Employer agrees that as part of their orientation, all new employees hired in a position included in the Unit will be informed of the Union's exclusive recognition. The Employer agrees to make all newly hired bargaining unit employees available for contact with the Union. This orientation will be in person, will be brief (up to fifteen (15) minutes) and will be held in the Union's Office. The Employer shall notify the Union of duty assignment and shift of all newly hired employees. The Union will provide the new employee with a copy of the current negotiated AGREEMENT.

## ARTICLE 7 FACILITIES AND SERVICES

**Section 1. Office Space and Equipment.** The Union will be provided adequate space for its office and administrative use. The Employer will attempt to provide the office space within the Fire Station or as close to the Fire Station as possible. Once the Employer has identified the Union's Office space, the Employer will notify the Union for the purpose of reviewing the space to ensure it meets the terms and conditions of this agreement and is acceptable to the Union. The Employer further agrees to provide the Union with a full size desk, a large bookcase, a large file cabinet and several chairs. The Employer will also provide the Union with a computer with modem, (if available) printer and LAN access.

**Section 2. Meeting Space.** Upon advance request by the local union, the activity will provide space for meetings with employees for use outside of the normal work hours and during stand-by time of the employees involved, provided that controlled space is available. To this end, the Employer agrees to permit the Union to utilize the Fire Station to conduct such meetings at least bi-monthly. The Union is responsible for leaving such space in a clean and secure condition and

for abiding by all local rules regarding the use of such space and facilities.

**Section 3.** Guard Mail System. The Union and its representatives may use the Guard Mail service for regular representational communication (e.g., grievance correspondence or memos to management) with other Union representatives, management officials, and the employees involved. The employer does not assume any responsibility for the security of items placed in the activity Guard Mail nor does it guarantee delivery or timeliness of delivery.

**Section 4.** Manuals and Directives. The Employer agrees to provide routinely received copies of manuals, regulations and directives that are maintained by the Employer and that pertain to civilian personnel matters to the Union upon receipt. The Union will also be provided a copy of existing activity directives (e.g., orders, bulletins) and published during the life of this CBA that pertain to employee working conditions. Upon request and subject to operational considerations, the Human Resources Office shall allow the recognized employee representatives of the local access to unclassified manuals, regulations, and directives that it maintains and which pertain to civilian personnel matters and the legitimate representational functions of the local. Access to other manuals, decisions and published materials pertaining to the legitimate representational functions of the local union that are maintained by libraries and other offices of the activity will be arranged by the human resources office upon request of the local union.

**Section 5.** Bulletin Boards. The Employer agrees to provide an enclosed bulletin board in each Fire Station for the purpose of posting Union/IAFF information. Postings will conform to normal security requirements. Posting is not permitted in areas not specifically authorized.

**Section 6.** Telephones

- a. To ensure that employee representatives have a reasonable opportunity to communicate with employees, other local union representatives, and management officials, the employer agrees that union representatives may use existing telephones for authorized representational duties, when such use does not interfere with the activity's requirements. The Union will be responsible for the costs associated with long distance telephone calls made on their phones.
- b. It is recognized that Union representatives may receive calls at their work-station concerning their representational duties. Such representatives are expected to limit such calls to the shortest possible time it takes to respond in order to minimize time away from work.
- c. The employer shall provide one DSN line to the Union at no cost to the Union. DSN service is limited to official calls between union and management or between the Union and other Union/IAFF representatives. This service shall not be used for any matter not appropriate for official time as defined in this agreement.

**ARTICLE 8  
MATTERS APPROPRIATE FOR  
CONSULTATION OR NEGOTIATION**

**Section 1.** It is agreed and understood that matters appropriate for negotiation and consultation between the parties are personnel policies and practices and matters affecting general working conditions of employees in the unit which are within the discretion of the Employer that include but are not limited to such matters as safety, training, labor-management cooperation, employee services, methods of adjusting/resolving grievances, granting leave, promotion plans, demotion practices, pay procedures, reduction-in-force practices, hours of work, etc. Such negotiations will be in accordance with the requirements of the Statute and this AGREEMENT. The Employer will not unilaterally change any provisions of this AGREEMENT or implement any new regulations, policies or practices which are within the discretion of the Employer without affording the Union the opportunity to bargain concerning the change and/or the impact and implementation of the change to the extent consistent with law and regulation.

**Section 2.** Nothing in this Agreement will preclude the Employer and the Union from negotiating--

- a. On the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
- b. Procedures which the Employer will observe in exercising any authority under this Agreement; or
- c. Appropriate arrangements for employees adversely affected by the exercise of any authority by the Employer.

**Section 3.** For the purpose of this agreement, consultation is defined as any dialogue, either written or oral, between the parties and unlike negotiations does not require a mutually acceptable compromise between the parties. The Employer agrees to consult, upon request of the Union, on matters that are excluded from negotiation by Article 4 of this AGREEMENT. When consultation occurs, the Employer agrees to give bonafide consideration to the views that were presented by the Union when finalizing its position.

**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 or his/her designated representative for the Union and the Fire Chief and/or his/her designated representative for the Employer.

## ARTICLE 9 FIRE DEPARTMENT LABOR/MANAGEMENT COUNCIL

**SECTION 1.** The Employer and the Union agree to establish a Labor/Management Council within the Fire Department. The purpose of this Council is to assist in developing a quality labor-management relationship between the parties within the Fire Department and throughout

the facility. This Council will provide a vehicle for allowing the parties to become full *MEMBERS* in identifying problems, areas of concern, changes to working conditions within the organization and to develop viable solutions to these problems so that the mission of MCAS Miramar can be accomplished in a more cost effective and efficient manner within the guidelines of the "Total Quality Leadership" (TQL) and "Quality of Life" concepts.

**Section 2.** Goals and Objectives. The goals and objectives of this Labor/Management Council are as follows:

- \* To further the Fire Department's Mission
- \* Foster a more productive and cost effective service to the Fire Department's customers
- \* Promote a better morale among "all" Fire Department employees
- \* Enhance the living/working conditions for "all" Fire Department Employees

**Section 3.** Responsibilities of the *COUNCIL*. All *MEMBERS* will demonstrate teamwork and cooperation. They will, at all times, act in good faith dealing openly and honestly on "all" issues, striving to understand varying points of view, and contributing to the resolution of any conflicts that may arise. *MEMBERS* will conduct themselves in a professional manner at all times. It is the intention of the Members 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, which must be respected and understood. The Employer and the Union resolve not to let specific disagreements affect their positive relationship and this Council.

**Section 4.** In pursuit of accomplishing these objectives stated above, the Employer and the Union agree to establish and maintain a Fire Department Labor/Management Council. The Members will select their own representatives. Except as otherwise agreed to by the Members. The Employer and the Union will each have three (3) representatives on the Fire Department Labor/Management Council.

The Members further agree to establish sub-committees (if needed) to provide recommendations to the Full Labor/Management Council on areas relating to but not limited to: Apparatus and equipment, EMS, safety and occupational health, and training, etc. The Members will select their own representatives for each of these sub-committees. Each sub-committee will consist of three members on both sides, except as otherwise agreed to by the Members. These sub-committees will be tasked with making recommendations, on the issues before them, to the Full Labor/Management Council for action. At the request of one or more of the Members, subject experts or other persons may attend meetings to offer advice or information on specific subjects. Meetings of the Fire Department's Labor/Management Council and sub-committees will be scheduled as mutually agreed to by the Members. This Council and sub-committees will meet with respect to personnel policies and practices and matters affecting working conditions within the Fire Department(s); share information, discuss issues with sincere resolve to understand each other's point of view; consider such matters as the application, interpretation and implementation of rules, regulations, and policies; and facilitate an earlier resolution of conditions which have the potential for creating misunderstandings.

**Section 5.** The Council will make recommendations for the Fire Chief to approve/disapprove.

**Section 6.** Any member of the Fire Department Labor/Management Council and subcommittees may submit new ideas and/or suggestions to the Council/subcommittee for their review and consideration. The Members will develop the agenda items for each meeting. The identification of the agenda, new projects and the crafting of any agreements/ or recommendation to the Full Council will be mutually agreed to by the Members. Minutes of each meeting will be maintained by the Union. These minutes will reflect only what was done, not what was said. The Union President and the Fire Chief (or their designees) will review, approve and sign the final meeting minutes prior to distribution. Copies will be provided to all members of the Council/sub-committees, individual employee grievances will not be decided within the Labor/Management Council.

**Section 7.** Bargaining unit employees serving on the Council and the sub-committees will be authorized official time if otherwise in a duty status, for attending meetings and/or performing other work for the Council/sub-committees.

**Section 8.** The Labor/Management Council will establish the following procedures duration of council meetings; members needed for a quorum, frequency and location of those Meetings and also determine the method by which chair and/or co-chairs will be appointed. The Labor/Management Council may develop and implement mutually agreed upon additional rules to carry out its activities.

## **ARTICLE 10 ULP INFORMAL COMPLAINT PROCESS**

**Section 1.** This Article sets forth procedures for processing unfair labor practice allegations under 5 USC 7116 before such allegations are formally filed with Federal Labor Relations Authority (FLRA) under its rules. The express intent of the parties is to facilitate informal discussion concerning alleged unfair labor practices and enhance the possibility of informal resolution thereof, before such allegations are formalized before a third party.

**Section 2.** The procedures set forth herein will be applied when either party alleges that the other party has violated a provision of 5 USC 7116; however, allegations involving Section 7116(b)(7)(A) are exempt from this Agreement.

**Section 3.** The procedure set forth in this Article shall not negate either party's right under 5 USC 71 to allege violations of Section 7116 of that Title before the Federal Labor Relations Authority in accordance with its rules. However, where the parties execute a settlement agreement resolving a particular allegation, that allegation shall be precluded from further processing before the Authority.

**Section 4.** Procedures

- a. Where a party to this Agreement believes that the other party has engaged in any act

prohibited by 5 USC 7116, that charging party must notify the responding party of an intent to file an unfair labor practice charge with the Federal Labor Relations Authority. Such notification must be received by the responding party at least twenty-one (21) days prior to the filing of such charge with the Authority. Alleged violations of Section 7116(b)(7)(A) if 5 USC 71 are exempt from this requirement and shall be processed in accordance with applicable rules of the Authority.

b. Where the Local Union is the charging party, written notification will be served upon the Installation Labor Relations Officer. Where the Installation is the charging party, the Installation Labor Relations Officer shall serve the Local Union President.

c. The written notice must contain a clear and concise statement of the facts constituting the alleged unfair labor practice, including the time and place of occurrence of the particular acts, any supporting documentation, and the specific provisions of Section 7116 alleged to have been violated.

d. The Installation Labor Relations Officer may meet informally with the Local Union President to discuss the alleged unfair labor practice(s). Such meeting shall normally take place within fourteen (14) calendar days of receipt of written notice by a responding party as provided above. Any such meetings at the Command level will be held only upon mutual agreement. Reasonable requests for extensions of time limits will be granted. Whenever possible, requests for extensions will be made in writing.

e. When a discussion is held, a determination will be made as follows:

- (1) The issue
- (2) Facts leading to the alleged ULP
- (3) Identity of the witnesses the charging party desires to be contacted
- (4) Arrangements for further discussion between the parties
- (5) Remedy requested

f. The responding party may then factfind the case and develop information regarding the alleged ULP.

g. The party notified of an unfair labor practice allegation as provided in Subsection (a) of this Section shall render a decision to the charging party within nineteen (19) calendar days of receipt of such notice. If the facts support the proposed change, remedies will be decided. If the parties are unable to resolve the matter, or if the responding party fails to issue a written decision within the time limits provided herein, the charging party may then pursue the matter before the Federal Labor Relations Authority in accordance with its rules.

**Section 5. Enforcement.** Disputes over the interpretation and application of this Article shall be resolved exclusively under the Negotiated Grievance Procedure.

**ARTICLE 11  
GRIEVANCE AND ARBITRATION PROCEDURES**

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

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

- a. Any claimed violation of subchapter 73 of Title 5 of the United States Code (matters relating to prohibited political activities);
- b. Retirement, life insurance, or health insurance;
- c. A suspension or removal under section 7532 of Title 5 (national security);
- d. Any examination, certification, or appointment;
- e. The classification of any position which does not result in the reduction in grade or pay of an employee;
- f. Any matter precluded by law;
- g. Mere non-selection for promotion from a properly ranked and certified list of candidates;
- h. The mere adoption or granting of (or the failure to adopt or grant) a suggestion or award;
- i. Notice of proposed disciplinary or adverse actions;

**Section 3.**

- a. The following actions may be filed under the statutory appeal procedure or the negotiated grievance procedure but not both
  - (1) Performance based actions under 5 U.S.C. 4303
  - (2) Adverse actions under 5 U.S.C. 7512
  - (3) Discrimination under 5 U.S.C. 2302(b)(1)

## (4) Violations of 5 USC 7116

- b. Pursuant to the Statute, an employee shall be deemed to have exercised his or her option under this section when, on or after the effective date of the appealable action, the employee timely pursues a unfair labor practice (ULP), or a formal written EEO complaint or initiates a notice of MSPB appeal under the statutory procedures or pursues a written grievance in accordance with this Article; whichever event occurs first.
- c. Selection of the ADR or negotiated grievance procedure in no manner prejudices the right of the aggrieved employee to request, as appropriate, the MSPB or EEOC to review the final decision in the case of any personnel action that could have been appealed to the MSPB or the EEOC. For the purpose of seeking review by the MSPB or EEOC, the decision of the activity head in the negotiated grievance procedure will be considered the final decision, in the absence of the timely invocation of arbitration. Nothing in this agreement shall constitute a waiver of any further appeal or review rights permissible under the Statute.
- d. Before filing a grievance, which alleges discrimination, the employee must first discuss the allegation with an EEO counselor. The employee must contact the counselor within forty-five (45) days after the event causing the allegation or after the date the employee became aware of the event. Discussions between an employee and an EEO counselor do not preclude an employee from opting to select the negotiated procedure provided that such grievance is initiated within fifteen (15) days of the conclusion of the counseling.

**Section 4**

- a. The only representative an employee may have under this negotiated grievance procedure is a union representative. An employee may pursue a grievance without union representation, but the local union will be given the opportunity to be represented at all discussions between the employee and management concerning the employee's grievance and the adjustment of the grievance must be consistent with the terms of this agreement and any supplemental labor agreement. A copy of any written settlement/decision will be furnished to the union.
- b. At grievance meetings the union will be entitled to have the same number of people present, which includes the grievant, as management unless agreed to otherwise.

**Section 5.** Additional evidence relating to a particular grievance discovered after the first step of the grievance procedures, (other than grievability/arbitrability issues) not raised at step I may not be raised without reintroducing at the first step if the new issue is directly and integrally related to the particular action/incident underlying the grievance as first filed at step I.

**Section 6.** Except for matters excluded by law from coverage under a negotiated grievance procedure, issues of grievability/arbitrability will be raised no later than step 2. Grievability/arbitrability issues shall be treated as threshold issues at arbitration. Either party intending to contest a grievance as excluded by law will notify the other at least thirty (30) days

in advance of the hearing.

**Section 7.** Dissatisfactions and disagreements arise occasionally in any work situation, therefore, the filing of a grievance shall not reflect unfavorably on an employee's good standing, performance, loyalty or desirability as an employee to the Marine Corps.

**Section 8.** Procedures for Grievance Filed by Employees. Prior to filing a formal grievance, employees and/or their representatives will meet with the first level that has the authority to resolve the issue within fourteen (14) days of becoming aware of the issue. If unresolved in this informal stage, the following steps will be followed if a formal grievance is initiated:

a. Step 1. Formal grievances are to be presented in writing to the employee's immediate supervisor (Assistant Fire Chief) within seven (7) days after the use of the informal process. The employee or the appropriate Union representative must clearly apprise the supervisor of the fact that a grievance is being presented and set forth:

- (1) A summary of the relevant facts,
- (2) The provisions of the CBA or MOU allegedly violated, if any,
- (3) The provisions of laws, rules and/or regulations allegedly violated, if any,
- (4) The relief being sought, and
- (5) Whether a representative, if any, is desired. Within fourteen (14) days after receiving the grievance, the immediate supervisor (or his or her designee) shall complete such inquiry as he or she deems necessary and render his or her written decision to the grieving employee and the union representative.

b. Step 2. If no mutually satisfactory settlement is reached at Step 1 and the employee desires to proceed to Step 2, the employee (or the employee's representative) must submit a grievance in writing to the Fire Chief (or equivalent) within fourteen (14) days after the decision at Step 1 was received by the employee. The employee's written grievance must set forth:

- (1) A summary of the relevant facts
- (2) The provisions of the CBA or MOU allegedly violated, if any,
- (3) The provisions of laws, rules and/or regulations allegedly violated, if any,
- (4) The relief being sought, and
- (5) Whether a representative is desired. Within fourteen (14) days after receiving the grievance, the Fire Chief (or his or her designee) shall meet with the grievant and the union representative, complete such inquiry as he or she deems necessary, and render his or her decision in writing to the grieving employee.

c. Step 3. If the grievant is not satisfied with the decision at Step 2, and desires to proceed to Step 3, the employee (or the employees representative) must submit a grievance in writing to the Chief of Staff of the Activity (or his or her designee) with a copy to the Labor Relations Officer within seven (7) days after the decision at Step 2 was received by the employee. The employee's written grievance must set forth:

- (1) A summary of the relevant facts,
- (2) The provisions of the CBA or MOU allegedly violated, if any,
- (3) The provisions of laws, rules and/or regulations allegedly violated, if any,
- (4) The relief being sought, and
- (5) Whether a representative is desired. A copy of the written decision at Step 2 must accompany the written grievance. Within fourteen (14) days after receiving the grievance, the Chief of Staff of the Activity (or his or her designee) shall meet with the grievant and the union representative, complete such inquiry as he or she deems necessary, and render his or her decision in writing to the grieving employee. If the grievance is not resolved at Step 3, the union may refer the grievance to arbitration as provided in Section 14 of this Article.

d. The following grievances will be initiated as indicated:

- (1) Grievances resulting from suspensions of fourteen (14) days or less will be initiated at Step 2, except for matters covered by subparagraph (2) below.
- (2) Grievances pertaining to suspensions of fifteen (15) days or more, removal, reduction in grade or pay, furlough of thirty (30) days or less, rating and ranking as provided by Article 12, or the denial of a within-grade increase are to be initiated at Step 3.

**Section 9.** Procedures for Grievances Filed by the Union or the Employer. If a dispute arises between the parties, either the president of the Union or the head of the activity (or their respective designee) may file a written grievance with the other party, provided such a grievance is filed within thirty (30) days after the event giving rise to the grievance or within thirty (30) days of the date the grieving party reasonably should have known of the event giving rise to the grievance. Any such grievance must include:

- (1) The relevant facts,
- (2) The relevant provisions of the CBA or MOU which have allegedly been violated, if any,
- (3) The provisions of laws, rules and/or regulations, allegedly violated, if any and

(4) The relief being sought.

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

**Section 10.** The time limits at any step of the negotiated grievance procedures, including initial filing, may be extended by the mutual consent of the parties.

**Section 11.** Should the deciding official at any step fail to comply with applicable time limits, the employee or the union may proceed to the next step of the grievance procedure. Failure of the employee or his or her representative to observe the time limits shall constitute withdrawal and termination of the grievance.

**Section 12.** Multiple grievances over the same issue may be initiated as either a group grievance or as a single grievance at any time during the time limits of step 1. Such grievances may be combined by the union and decided as a single grievance at the later steps of the grievance procedure.

**Section 13.** Grievance Mediation. When either party has invoked arbitration, the parties may mutually agree to request that the parties participate in "Grievance Mediation". If grievance mediation is requested, the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) and/or any other mutually agreed upon "Alternate Dispute Resolution Program" to participate.

**Section 14.** Arbitration Procedure

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

(1) The local union or the council may invoke arbitration on employee grievances by serving a written notice upon the activity that arbitration has been invoked.

(a) To be timely, such notice must be served within thirty (30) days after the date the decision at step 3 was delivered to the employee.

(b) If no decision was delivered, or if the decision was delivered late, the notice invoking arbitration must be served within sixty (60) days after the decision should have been delivered to the employee.

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

arbitration must be served within sixty (60) days after the decision should have been delivered to the Union or the Employer.

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

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

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

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

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

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

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

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

g. The parties concerned shall attempt to jointly frame the issues for the arbitrator. If they cannot agree on the framing of the issues, each party shall separately frame the issues and

the arbitrator shall determine the issues to be heard. Once an arbitrator has been selected there will be no ex-prate communications with the arbitrator, unless agreed to by the local parties.

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

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

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

## ARTICLE 12 MERIT STAFFING (PROMOTIONS & DETAILS)

**Section 1.** General. The parties agree, that all promotions and details shall be made in accordance with all applicable laws, rules, regulations and this agreement.

- a. It is the policy of the Marine Corps to fill all positions in the bargaining unit with the best qualified candidates for the positions and to ensure that employees receive fair and appropriate consideration for advancement and development opportunities. First consideration will be given to qualified bargaining unit employees for details and promotions (permanent and/or temporary).
- b. All positions in the bargaining unit will be filled in accordance with this agreement subject to governing laws and regulations. Outside promotional applicants who apply for positions in the unit must be evaluated by the same criteria as bargaining unit employees.
- c. The Employer retains the right to use any lawful means, subject to this agreement, of filling positions either concurrently or in lieu of competitive procedures.
- d. One of the purposes of the merit-staffing program is to provide an incentive for employees to improve their performance and develop their knowledge, skills and abilities for promotional opportunities.

**Section 2. Application of Competitive Procedures**

- a. The MCAS Miramar Station Order regarding Merit Promotion will be used to apply competitive procedures.
- b. Management will recruit in such a way as to ensure opportunity for consideration of Employees to the next higher-level position.

**Section 3. Evaluation, Certification and Selection of Applicants Under Competitive Procedures**

- a. Applicants who are eligible to respond to a vacancy announcement and submit the required information will be evaluated by the HRO responsible for filling the vacancy in question to determine if the applicants meet the minimum requirements for the vacant position. Applicants who have not yet satisfied the time-in-grade requirements may be considered provided they meet the requirements by the closing date of the announcement.
- b. Minimum qualifications standards will be those prescribed or approved by OPM. Special qualifications requirements may be used when they are determined by the activity to be essential to the successful performance of the position to be filled. If special qualifications requirements are used, they will be listed in the vacancy announcement.
- c. When five (5) or fewer applicants meet the basic eligibility requirements for the position(s) being filled, all such basically qualified applicants may be referred to the selecting official without further rating or ranking.

**ARTICLE 13  
LEAVE POLICIES**

**Section 1.** It is understood that the knowledge, skills and abilities of the employee and the needs of the Employer may be considered by the appropriate supervisor when making a determination that an employee's services can be spared in connection with a request for annual leave. Employees shall accrue annual leave in accordance with 5 USC 6303 and future applicable laws and regulations. The Employer agrees to make a reasonable effort to schedule and to approve requested annual leave in such a manner throughout the leave year so that no employee will forfeit leave. However, it is agreed that it is the employee's responsibility to request use or lose leave in a timely manner in order to preclude end of the year forfeiture. Annual leave will be granted in thirty (30) minute increments.

**Section 2. Sick Leave**

- a. Sick leave is an earned benefit which must be granted when an employee is incapacitated for the performance of duty by sickness, injury, pregnancy and confinement, treatment for disabled veterans, or otherwise permissible under provisions of the Family and Medical Leave Act, or Federal Employees Family Friendly Leave

policies and can also be used for absences such as when an employee:

- (1) Receives medical, dental or optical examination or treatment;
- (2) Is required to give care and attendance to an immediate family member who is afflicted with a contagious disease; or
- (3) Would jeopardize the health of others by being present on duty because of exposure to a contagious disease. The supervisor (or designee) has the authority and responsibility to determine that the nature of the employee's illness was such as to incapacitate the employee for his or her job, and that the other reasons for which sick leave is granted are true.

b. Each employee is responsible for notifying his or her supervisor when unable to report to work because of illness or injury. Employees must make every reasonable effort to cause their supervisor to be notified at least sixty (60) minutes prior to the start of their scheduled shift. In unusual circumstances, such as serious accidents or illnesses, the Employer will exercise due consideration in enforcing the reporting requirements. Unless notification is made for more than one day, the employee must contact the supervisor within the above notification periods for each day of absence.

- (1) The supervisor (or Chief) shall approve or disapprove the request at the time of the initial notification.
- (2) Upon return to work, sick leave requests will be confirmed by completing an SF-71.

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

- (1) Medical certification;
- (2) Certification from a physician or other health care professional; or
- (3) The employee's written statement in cases where the illness was not treated by a physician and where the statement is acceptable to the supervisor.

d. A medical certificate in support of an application for sick leave of three (3) workdays or less normally will not be required. Such certificates may, however, be required in individual cases if the supervisor has reason to believe the employee has abused sick leave privileges.

e. If an employee becomes ill or the Employer's Medical Officer determines that the employee is not fit for duty "after" reporting to work, the employee will be advised to go home or seek appropriate medical treatment. The employee will be responsible for arranging transportation in those cases where the employee's health & welfare is not in

jeopardy. Employees released from duty by the Base Medical Authority shall not be required to furnish a doctor's certificate for the tour of duty from which released. Any employee sent home by the Employer's Medical Officer due to an unforeseen illness or a work-incurred injury may be provided transportation home if determined by the Employer to be necessary and available.

f. An employee may be given a letter of requirement at the discretion of the Supervisor and be required to provide medical certification for each absence because of claimed illness or medical appointment.

In such cases, the employee may be counseled that his or her sick leave record is questionable and advised that if the record does not improve, the employee may be placed on sick leave restriction requiring a medical certificate for each absence due to a claimed illness or medical appointment. If this warning does not bring about an adequate improvement in the sick-leave record, or if the supervisor determines that counseling/warning is inappropriate, the employee will be advised in writing that all future requests for leave because of claimed illness or medical appointments must be supported by a medical certificate. The requirement for a medical certificate will be rescinded in writing at such time as improvement in the employee's sick leave record warrants. However, the requirement to furnish doctor's certificates, once imposed, will be reviewed at least every three (3) months to determine if it should be continued.

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

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

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

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

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

### **Section 3: Annual Leave**

a. Bargaining unit employees assigned to the Operations Division shall accrue and be granted annual leave during the leave year pursuant to applicable laws, rules and regulations. The Employer agrees to make a reasonable effort to schedule and to approve requested annual leave in such a manner throughout the leave year so that no employee

will forfeit leave. Annual Leave will be granted and charged in thirty (30) minutes increments.

b. For First and Second round leave requests, the Employer authorizes two (2) bargaining Unit employees per day to be placed on the calendar.

c. The scheduling of annual leave will be done in three (3) phases. First Round, Second Round and Incidental.

(1) First Round:

(a) The First Round of the annual leave selection process will begin on or around November 1 of each year. The Employer shall establish a list of names by employees MCAS Miramar Fire Department time of hire. In cases where unit employees have the same MCAS Miramar Fire Department 081 time, their Federal Service Computation Date (SCD) will be used to determine the order of the list. Starting on time frame listed above, a leave calendar will be given to the Unit Employee at the top of the list. After the Employee is done making their selection, they are to give the calendar to the next name down on the list. If that Employee is not on duty, then the calendar will be returned to the Duty Chief. Each Employee will make his or her selection in a reasonable amount of time, but not to exceed twelve (12) hours.

(1) The leave pick must be in twenty-four (24)-hour increments.

(2) It must be a minimum of one (1) day in duration, but will not have a maximum length of time, but days picked must be on consecutive scheduled workdays.

(3). The Employee cannot schedule more leave than they will have on the books at that time.

This process will continue until all Operations Employees have had a chance to schedule a leave period.

(2) Second Round:

(a) The Second Round of annual leave selection will begin as soon as the Employer has posted the first round selections. The same format for selection of first round pick will be used for the second, with the following changes:

(1) An Employee may pick available days anywhere on the calendar.

(2) The picks must be in twenty-four (24)-hour increments with no minimums or maximums in length as long as the Employee will have those hours on the books at the time the leave is taken.

NOTE: At the end of the First and Second rounds of leave selection, the Employer will address, review, modify or adjust the selections as needed with the employees before posting for subsequent selections. This period will not exceed ninety-six (96) hours.

(3) Incidental:

(a) Incidental Annual leave will be all leave requests other than those outlined above in First and Second round. This leave can be requested anytime throughout the year, starting seven (7) days after the Employer posts the completed calendar from the First and Second rounds. This leave will be approved based on available manpower as projected by the employer. The employer will approve or disapprove this leave request within twenty-four (24) hours. Incidental leave requests can be any combination of hours, single days or multiple days. The employee must have the required leave hours available on the books at the time leave is taken.

When manpower allows, a third employee may be granted annual leave. The request for this leave can be turned in as outlined above. The employer has twenty-four (24) hours to approve or disapprove. The Employer maintains the right to cancel this leave slot at any time as manning requirements dictate up to two (2) weeks prior to the requested leave.

d. Cancellation of leave by Employer: The Employer agrees that any annual leave approved in First, Second or Incidental leave selections normally will not be canceled, but can be considered due to natural disasters such as floods, impending hurricane, tidal waves, earthquakes, large scale uncontrolled wildfires threatening MCAS Miramar or multiple uncontrolled structure fire etc. or if war is declared by or against the US Government, or if there has been a WMD, CBRNE or Mass Casualty event that overwhelms Miramar and Local agencies resources.

e. Cancellation of leave by employee: As it pertains to the First round leave selection. If an Employee schedules more than two (2) weeks of leave in the First round, they may only cancel leave days from either end of this period, in twenty-four (24) hour increments. They may not cancel individual days in the middle without due cause provided to employee's Supervisor.

All other scheduled and approved leave can be canceled at any time. All canceled leave must be given to Duty Chief as soon as practicable and be followed up with an e-mail to both Assistant Chief's.

If manpower allows, leave canceled by Employees will be posted back on the calendar within ninety-six (96) hours. If leave is canceled within seventy-two (72) hours of scheduled date, that leave, if manpower allows, will become available to all Employees at 0700 on scheduled date.

f. Simultaneous Leave Requests: Leave requests by Employees for available Incidental

leave will be taken on a first come first serve basis. When multiple requests are received as these leave slots become available, Miramar time, and then service comp date will be used to break this tie. Leave requests are considered simultaneous when received by the Duty Chief in written request form, by fax machine, e-mail or by verbal request in person or by phone call within a fifteen (15) minute time period of when that leave is considered posted. (Posted to all no later than 0700).

#### Section 4. Miscellaneous Leave

- a. **Voting Leave.** An employee who requests voting leave may be allowed up to three (3) hours for this purpose when the polls are not open at least three (3) hours either before or after an employee's regular hours of work. Employees will be permitted to leave work up to three (3) hours for the necessary trip before the polls close when their residence is beyond the normal commuting distance and in a location where absentee ballots are not permitted. Employees will be encouraged to vote by absentee ballot whenever possible.
- b. **Leave Without Pay**
  - (1) The Employer agrees to consider requests from the Union concerning leave without pay for the purpose of participating in Union matters.
  - (2) Employees in a leave status, with or without pay, shall maintain all rights and privileges, including rights to all pay raises resulting from Congressional action in accordance with applicable regulations. It is understood, however, that extended leave without pay may affect an employee's eligibility for service and amount of annuity.
- c. **Witness/Court Leave.** Employees absent for court related services will be paid in accordance with appropriate regulations. The employee will suffer no loss of pay including appropriate overtime pay. An employee released without serving will return to duty in a reasonable amount of time if scheduled for duty. Unit employees will be released from duty for the duration of their jury obligation. Employees shall not be required to return to duty until the employee has completed his/her entire jury obligation.
- d. **Military Leave.** Employees absent for military leave will be paid in accordance with appropriate regulations. The employee will not suffer any loss of pay, including appropriate overtime pay. Employee must notify supervisor as soon as possible and provide a copy of the military orders.
- e. **Blood Donor Leave.** An employee donating blood, without compensation, during duty hours, may be granted excused leave up to four (4) consecutive hours on the same day the blood was donated. A longer period may be allowed for recuperation when supported by a medical certificate. Blood donor leave may be denied due to manning requirements, training requirements, etc. Employees are encouraged to donate blood on their scheduled day off.
- f. **Family and Medical Leave.** Family and Medical Leave Act provides a standard

approach to providing family and medical leave to unit employees by providing an entitlement to a twelve (12) administrative workweeks of "unpaid" leave during any twelve (12) month period for certain family and medical needs as described in 5 USC 630.1203(a). The parties further agree that employees on leave covered by the FMLA and this Article will report at least once per pay period to the employer regarding their intention to return to work. Such reports may be made to the appropriate on-duty supervisor by telephone.

g. Family Friendly Leave. The Family Friendly Leave Act (FFLA) will be administered in accordance with 5 CFR Part 630 and this agreement. The parties recognize the importance of adopting family-friendly leave policies as a worthy goal in itself and in order to provide a productive and worker-friendly workplace. With this in mind, the parties agree to the following in implementing these policies:

(1) The parties will support and encourage workers in balancing the demands of work and family and to apply existing statutory authorities to ensure a family friendly workplace.

(2) Family leave policies provide a range of options designed to assist employees in balancing the needs of work and family. These options include use of sick leave for family care, including, but not limited to, routine medical and dental appointments, and sick leave for adoption. Additionally, leave transfer and/or leave-bank programs are available, along with excused absence for bone-marrow donation. Work and family needs may also be addressed by use of leave without pay, compensatory time or alternative work schedules.

(a) Requests for sick leave under FFLA will normally be submitted to the appropriate supervisor in advance of the date the leave is to start and will be submitted on Standard Form 71.

(b) Since bargaining unit employees work an uncommon tour of duty, the basic amount of sick leave to be made available under FFLA each leave year will be equal to the average number of hours of work in an employee's scheduled tour of duty each week (i.e. 56/60/72 hours). For the purpose of implementing the FFLA, those unit employees working uncommon tours of duty may have sick leave granted for the purposes identified in the FFLA. An employee may be entitled to use up to the amount of sick leave the employee accrues in a leave year provided they maintain a sick leave balance of 112, 120, or 144 hours based on a 56/60/72 hour per week schedule.

(3) It is understood that employees must meet the eligibility requirements, which are required for entitlement to the benefits described in this article.

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

**ARTICLE 14  
DRUG FREE WORK PLACE PROGRAM**

**Section 1.** The parties mutually agree to a “Zero Tolerance” policy on the abuse of controlled substance and use of Illegal Drugs. Accomplishment of this mission requires the highest standards of employee competence, reliability, and integrity. Illegal use or possession of drugs by employees, on or off duty is inconsistent with accomplishing the employer’s mission. Such conduct constitutes a hazard to personnel, property, and operations; contributes to reduced employee productivity, reliability and increases employee absenteeism; and undermines the morale and discipline of the work force. Deterrence of illegal drug use, and detection of employees who illegally use drugs, is, therefore, in furtherance of the employer’s national defense mission. Accordingly, the employer, pursuant to Executive Order 12564, has established a Drug Free Workplace Program (DFWP) in furtherance of its national defense mission.

- a. Employees are required to refrain from the illegal use or possession of drugs, on or off duty, as a condition of continued employment. Persons who illegally possess or use drugs, on or off duty, are not suitable for federal employment because such conduct is contrary to the efficiency of the service. Employees are required to comply with the employees DFWP, and refusal to do so will subject the employee to disciplinary action, including removal from the service.
- b. It is agreed that drug abuse, or addiction, may not be used as an excuse for misconduct or less than fully satisfactory work performance. The employees cooperation of availing himself or herself of assistance will be considered by the employer when proposing or effecting disciplinary or adverse action, related to conduct or performance of the employee.

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

- a. Random drug testing of bargaining unit employees in Testing Designated Positions (TDPs) and other bargaining unit employees who volunteer to be included in the random testing program. For the purpose of this article, the employees that encumber a US-OS 1 position have been designated as a TDP.
- b. Drug testing of any employee when:
  - (1) There is a reasonable suspicion that the employee may be using drugs illegally.
  - (2) The test is authorized as part of an investigation of an accident or unsafe practice and there is a reasonable basis to believe that the employee’s actions may have contributed to the incident.
  - (3) The test is conducted as part of or follow-up to a rehabilitation or counseling program under the Civilian Employee Assistance Program (CEAP).

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

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

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

a. **Volunteers.** Any bargaining unit employee who does not occupy a TDP may volunteer to be included in the random testing program by informing the command Drug Program Coordinator (DPC) in writing of his or her desire to be included in the pool of TDPs subject to random testing. Employees volunteering to be included in the TDP pool will be subject to the same conditions and procedures for random testing as persons occupying TDPs.

**Section 4. Specific Notification of Test.** Employees selected for drug testing will be specifically informed of any impending test in accordance with applicable regulations. Each employee will be informed reasonably in advance of each of the following.

a. The reasons for ordering the drug testing and how the employee was selected for the test (e.g., random reasonable suspicion, investigation or an accident, etc.).

b. The consequences of a positive result and the consequences of a refusal to cooperate, including possible adverse action(s).

c. The right to 'grieve actions pursuant to the drug testing program under the negotiated grievance procedure and be represented by the union in those proceedings.

**Section 5. Collection Procedures.** The employer agrees that collection procedures will be performed in accordance with applicable law, rule, and regulation.

a. Upon direction by management, designated employees will report to the designated location to be tested.

b. Unless direct observation collection is authorized by regulations, employees subject to testing will be permitted to provide a urine specimen in a rest room stall or similar enclosure so that the employee is not observed while providing the sample.

c. All samples collected will be subject to a strict chain of custody.

**Section 6. Safe Harbor.** The employer agrees to provide an opportunity for assistance to those employees who voluntarily seek treatment for illegal drug use. "Safe Harbor" insulates the employee from discipline only for admitted acts of using illegal drugs when the employer was

unaware of such use. An employee will qualify for the "safe harbor" provision if he or she meets all of the conditions set forth in CPI 792-3.

**Section 7. CEAP Referral**

- a. Employees who receive a confirmed positive test result, or who voluntarily admit illegal drug use under Section 8, will be referred to the CEAP program consistent with CPI 792-3 and other applicable laws, rules, and regulations. Employees will be notified of the consequences of refusal to cooperate. If an employee fails and/or refuses to obtain the necessary counseling or rehabilitation they will be terminated.
- b. When it appears CEAP referral is appropriate, the Union will encourage the employee to respond positively to the referral.

**Section 8. Confidentiality and Safeguarding of Information**

- a. Records, files and information pertaining to employee drug tests and test results will be handled confidentially in accordance with applicable laws, rules and regulations.
- b. Information will be released only to those officials of the employer that have a need to know, and are authorized by applicable law, rule or regulation to receive such information.
- c. Regardless of the test results, any employee who is the subject of a drug test will, upon written request to the DPC, have access to any records relating to his or her drug test.

**Section 9. Union Representation**

- a. An employee who believes his or her position was improperly designated a TDP may grieve the matter under the negotiated grievance procedure.
- b. A grievance concerning an alleged impropriety in the drug-testing process will be handled by the parties in the same manner as any other grievance. The parties will cooperate in attempts to resolve any dispute according to the negotiated grievance procedure.
- c. The union will be provided information concerning the general drug-testing process and the chain of custody consistent with the provisions of 7114(b)(4) of the Statute.
- d. Unit employees will be in a duty status during the time they are providing a urine sample at the Employer's collection site. Union representatives will be granted Official Time, if otherwise in a duty status, when representing unit employees in matters concerning the Drug Free Workplace Program and for which official time can be legally granted.

**Section 10. The possibility of accidental exposure to illegal drugs during firefighting operations**

is recognized by the parties and the following has been agreed to:

- a. When illegal drugs are destroyed and unit employees must be present, the Employer agrees to normally request and use volunteers for such functions. The Employer further agrees to keep accurate records as to what type of illegal drugs were destroyed, the names and positions of unit employees possibly exposed during the destruction process and the duration of the exposure.

#### **ARTICLE 15 POSITION DESCRIPTIONS AND CLASSIFICATION**

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

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

**Section 3.** The position description must clearly and concisely state the major duties responsibilities and supervisory relationships of the position. If a unit employee believes that his/her position description does not properly describe the duties he/she is performing, he/she has the right to request, through his/her supervisor, that his/her work assignments be reviewed. If a satisfactory resolution of his/her complaint is not reached, the employee may grieve through the grievance procedure outlined in Article 8 of this AGREEMENT. It is understood that if the grievance goes to arbitration, the arbitrator may not classify the position.

**Section 4.**

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

- b. As an appropriate arrangement for employees adversely affected by the assignment of substantially different duties, the employer will make every reasonable effort to assign

work consistent with the employees series and grade level in his or her current position of record.

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

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

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

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

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

d. Employees who file a classification or job grading appeal with the Department of Defense will be provided a copy of all documentation entered into the case file by the servicing Human Resources Office. An employee who files a classification appeal with OPM will be furnished, upon request, a copy of that information which OPM requires as part of an appeal and which is not readily available to the employee.

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

## ARTICLE 16 WORKERS' COMPENSATION AND LIGHT DUTY

**Section 1.** The parties recognize, that from time to time, unit employees may be exposed to job related and non-job related injuries and/or illnesses that may not permit them to physically perform their assigned duties and/or responsibilities. The parties encourage all unit employees

suffering from job related and/or non-job-related injuries and/or illnesses to seek out and obtain the appropriate medical treatment from a qualified health care provider.

a. Job Related Injuries and/or Occupational Diseases.

(1) Unit employees that experience a job related injury or illness, must report such injury and/or illness to his/her appropriate on-duty supervisor, seek proper medical attention and complete the necessary paperwork for work related injuries and/or illnesses.

(2) When an employee of the unit is seriously injured/ill as a result of his/her employment activity, the Officer-In-Charge will request the response of appropriate emergency medical care providers and will assure transportation to the appropriate medical facility that can provide the necessary care and treatment to the employee. The Employer further agrees, that when a unit employee becomes seriously ill or is seriously injured while on duty, the employee's next of kin will be notified as soon as practicable. It is the responsibility of the employee to keep current information on next of kin with the supervisor.

(3) It is agreed that unit employees who incur a job connected injury or illness will complete the appropriate form (CA-1 for injuries; CA-2 for occupational diseases) in a timely manner, normally within one (1) working day. Injury claims should normally be reported within one (1) calendar day of the incident. It is the employee's responsibility to keep the Employer informed of his diagnosis and prognosis and their expected return to duty. Notification of an employee's supervisor concerning the employee's status will be the same as for sick leave pursuant to Article 11 of this AGREEMENT. Employees will submit form CA-17 as expeditiously as possible in order to aid in resolving work status.

(4) If the employee is incapacitated because of his job-connected injury or illness, the Employer and/or the employee's designated representative (if designated will prepare the appropriate form in the employee's behalf In all cases where a CA-1 or CA-2 is completed by the employee, the Employer will complete the official supervisor's report to insure that any known witnesses to the accident provide signed statements. Normally, on the first day of any lost time accident, the Employer shall notify the appropriate HRO representative so that a claim under FECA can be initiated.

(a) An employee who is injured or suffers an occupational disease in the performance of his duties will be compensated in accordance with the Federal Employees Compensation Act (FECA). The Employer agrees to counsel the employee on the procedures for filing claims and the benefits to which he is entitled.

(5) The Employer agrees to process claims for injury compensation in accordance with rules issued by the Office of Worker Compensation Program (OWCP), in accordance with FECA. The Employer will insure that any injury reports are

provided promptly to the Compensation Office.

(6) If a unit employee 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 Fire Chief. The Fire Chief shall normally reply to the request in writing within seven (7) calendar days of receipt of such request.

(7) Injuries and/or illnesses of a permanent basis (job related and non-job related), that restricts and/or prohibits the employee from performing his/her full range of duties and responsibilities will be processed pursuant to the applicable provision(s) of FECA, 29 CFR 1613, 5 CFR 339, NFA 1582 and this AGREEMENT. The Employer will attempt to make "Reasonable Accommodations" for the affected employee.

b. Non-Job Related Injuries and/or Illnesses.

(1) Unit employees that experience non-job related injuries and/or illnesses that does not permit them to physically perform their assigned duties and responsibilities will be permitted to utilize their sick leave, annual leave or leave without pay pursuant to Article 11 of this AGREEMENT.

(2) Unit employees shall be required to furnish a medical certificate to substantiate a request for approval of sick leave when sick leave exceeds three (3) consecutive work shifts. In lieu of a medical certificate, the bargaining unit employee's signed statement explaining the nature of the illness or injury may be accepted when it is unreasonable to require a medical certificate.

(3) In accordance with applicable rules and regulations, sick leave may be advanced to an employee in cases of serious illness or disability.

**Section 2. Light Duty.** The parties agree to make "Reasonable Accommodations" of known physical or mental impairments of unit employees as long as their services can be used effectively and will not cause harm to themselves unless the reasonable accommodation would impose an undue hardship on the operation of the Fire Dept or the overall mission of MCAS Miramar.

Reasonable Accommodations may include job restructuring (inside/outside of the Fire Division, part-time or modified work schedules or shift changes, acquisition or modification of equipment or devices and/or other similar action(s)). The duration of these reasonable accommodations will be made on a case-by-case basis. Based on the medical documentation provided by the employee and whether or not the duration of the accommodation would impose an undue hardship on the Fire Divisions operations or the Employers mission. If the Employer is unable to make reasonable accommodations for unit employees with physical and/or mental impairments or if the employee refuses to accept the reasonable accommodation, then the employee will be permitted to utilize annual, sick leave, leave without pay or combinations thereof.

**ARTICLE 17  
DUES WITHHOLDINGS**

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

- a. The employee is member in good standing of the union;
- b. The employee completes an SF 1187 request for dues withholding; and,
- c. The employee regularly receives pay on the regularly scheduled paydays and such pay is sufficient, after all other deductions required by lawful authority, to cover the full amount of the allotment.

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

- a. Notify the servicing civilian payroll office in writing of the amount of union dues and any changes in the dues amount;
- b. Notify the servicing civilian payroll/disbursing office in writing of the name and address of the payee to whom the remittance check should be made;
- c. Forward any completed SF 1187 to the servicing civilian personnel office;
- d. Forward any written revocation of an allotment received by the union promptly to the servicing civilian payroll office; and,
- e. Notify the servicing civilian personnel office promptly and in writing if an employee ceases to be a member in good standing.

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

- a. Process voluntary dues allotments in the amount certified by the Union;
- b. Withhold dues on a biweekly basis; and,
- c. Transmit remittance checks to the Union designated representative along with a list containing the following information:
  - (1) The name, grade and series of the employees for whom dues were withheld; and,
  - (2) The amount of the dues withheld for each employee.

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

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

**Section 6.** Arithmetic errors in remittance checks will be corrected and adjusted in a subsequent check.

**Section 7.** Employees may revoke their dues withholding by submitting a written request to the Union or the servicing payroll office no earlier than sixty (60) days prior to the anniversary date of when the employee began to have his or her dues withheld. Such timely revocations will be effective beginning with the first pay period following the employees anniversary date. When an untimely dues revocation request is received by the activity, it will promptly return it to the employee. If the servicing payroll office receives the revocation request (timely or untimely), they will forward a copy to the local union as soon as possible. If the local union receives a timely revocation request, they will forward the SF 1188 to the servicing payroll office as soon as possible.

**Section 8.** In accordance with the Debt Collection Improvement Act of 1996, all Federal payments to the Union will be remitted electronically by January 1, 1999. The union agrees to supply DFAS with the name of the financial institution where they want their dues deposited on or before that date. After the implementation of electronic funds transfer, local unions will still be provided with a list containing the information outlined in Section 3(c) of this Article.

**Section 9.** Dues Withholding Forms. The Employer will provide one copy of SF-I 187 (Request for Payroll Deductions for Labor Organizations) to bargaining unit employees on the first day the employee enters on duty. Employees who wish to authorize payroll deduction of union dues may complete the SF-1187 on duty time.

## **ARTICLE 18 PERFORMANCE APPRAISAL SYSTEM**

FOLLOW PROVISIONS OF MARINE CORPS ORDER 12430.2

## **ARTICLE 19 WITHIN-GRADE INCREASES**

**Section 1.** The granting and/or denial of a within-grade increase shall be taken in accordance with applicable laws and regulations. To this end, the parties have agreed to the following:

a. Except as otherwise provided below, eligible employees are entitled to a within-grade increase (WGI) if they:

(1) Have completed the waiting period required by applicable law and regulation;

(2) Have not received an equivalent increase during the required waiting period; and

(3) Have, in regard to their current position, a summary rating of at least fully successful on their most recent rating of record.

b. If the employee's current rating of record is not successful, the WGI will be denied. At any time an employee's performance falls below the fully successful performance level for any critical element, a special progress review will be held to advise the employee of the deficiencies in his or her performance. A written summary will be prepared to identify what steps must be taken, which may include training, to improve performance. The employee will be provided a copy of the summary.

**Section 2.** Employees will be notified in writing within thirty (30) days after the due date of the within-grade increase if the increase will be denied. The notice will inform the employee of

a. The reasons for the negative determination and the respects in which the employee must improve his or her performance in order to be granted a within-grade increase;

b. The employee's right to file a written request for reconsideration with the Fire Chief of the negative determination provided such request is filed within fifteen (15) days.

**Section 3.** The Fire Chief will render his or her decision to the employee in writing within thirty (30) days after receiving the employee's written request for reconsideration. If a negative determination is reversed by Fire Chief the within-grade increase will be retroactive to the original due date. If the Fire Chief upholds the original negative determination, the official will set forth the reasons therefore and inform the employee of his or her right to file a grievance.

**Section 4.** When an employee or his or her personal representative files a request for reconsideration, a reconsideration file will be established which contains all pertinent documents relating to the negative determination, including:

a. The written negative request for reconsideration and the basis therefore;

b. The employee's written request for reconsideration;

c. The report of investigation, when an investigation is made;

d. The written summary or transcript of any personal presentation made; and,

e. The final decision on the request for reconsideration.

**Section 5.** Written Exceptions. The employee will be given an opportunity to submit a written exception to any summary of a personal presentation made by the employee. The reconsideration file will be furnished to the affected employee or his or her personal representative on request.

**Section 6.** If an employee's within-grade increase has been withheld because of a negative determination, the employee's supervisor will make a new determination within fifty-two (52) weeks after the date the employee received notice of the negative determination. If the new determination is positive, the employee's within-grade increase will be effective as of the first day of the first pay period following the date of the positive determination.

## **ARTICLE 20 HOURS OF WORK**

**Section 1.** The Employer in accordance with applicable regulations will promulgate the tour of duty for unit employees. The present work schedule (tour of duty) for Firefighters and Lead Firefighters are six (6) twenty-four hour tours of duty in a pay period. The tour of the Fire Prevention Inspectors shall normally be 56 hours per week. Core hours are defined as 0700 to 1530 for Fire Suppression and 0630 to 1500 for Fire Prevention.

**Section 2.** The normal work schedule for Fire Fighters and Lead Firefighters shall be twenty-four (24) consecutive hours of duty and shall consist of eight (8) hours of work and sixteen (16) hours of standby (sleeping and eating) time.

a. For the purpose of this agreement, a Fire Fighter and Lead Firefighter is performing actual work when they may be required to stand roll call, alarm room duties, inspecting and maintaining fire apparatus and fire suppression devices located throughout the activity, inspecting buildings and areas, giving and receiving job related training, being present at meetings and formal gatherings, being present at "hot work" and other types of operations where the danger of fire or other related emergencies is present, preparing and maintaining reports and other times, suppressing fires and conducting operations connected therewith, housekeeping, physical fitness, preparing for and standing inspections, monitoring the work of others, and performing other job related duties assigned by the Employer.

b. For the purpose of this agreement, an employee is in "Stand-By" status only at times when he/she is not required to perform actual work as described in Section 2(a) and is free to eat, sleep, read, listen to radio, or engage in other similar pursuits. The Employer agrees to guard against scheduling "actual and/or make-work" during the employees stand-by/sleep period.

c. If the Employer has the need to schedule "actual work" as described in Section 2(a) at times other than the "core work hours", the Employer will ensure that equal amounts of stand-by time will be permitted during designated hours of work.

## **ARTICLE 21 STATION UNIFORMS**

**Section 1.** Pursuant to 5 CFR Section 591.102 “*Uniform* means a specified article or articles of clothing that may include, but is not limited to, such items as shoes, boots, or outer wear an employee is required by an agency to wear to provide a distinctive and easily identifiable appearance in performing his or her job.” This article outlines specific uniform components that will be used by employees while in a duty status and conveys standards for personal appearance so that fire fighters are quickly and easily identified as public safety professionals. The prescribed uniform for bargaining unit employees shall consist of a jacket, pants, tee-shirt, cap, uniform shirt, and job shirt. The employer will provide the following uniform items; patches, uniform badges, hat badges and long sleeve T-shirts (for wildland).

**Section 2.** Requirements: The requirements and conditions for the station uniform for bargaining unit employees will be in accordance with the provisions of DoD/DON/USMC instructions and this agreement. There will be no changes in the prescribed station uniform without prior negotiations with the Union pursuant to Article 8 of this agreement.

**Section 3.** Employees will be allowed to wear tee-shirts that have the approved Miramar Fire Department logo while training, work details or unofficial duties (i.e. going to the gym, the store, etc.) When on official details the dress shirt will be worn. The approved Fire Department ball cap may be worn while on duty and may be worn individually. After normal work hours and during PT, employees will be allowed to wear PT type attire, in and around the station. PT type attire shall be dark blue in color. Employees will be allowed to wear civilian clothes while waiting to be relieved from their normal shift.

- a. The tee-shirts will be Navy blue in color and have the approved Miramar Fire Department logo.
- b. On days that are above 85 degrees, the class “B” uniform will not be required when on official functions.
- c. All bargaining unit employees are required to wear the same authorized Job Shirt type of sweatshirt.

**Section 4.** Protective clothing.

- a. Footwear.
  - (1) The employer agrees to provide footwear. The employee may choose any ANSI approved black leather, steel-toe and steel-shank boot offering at least nine (9) inches of ankle support with zipper or lace closure.
  - (2) The employer will also provide all personnel Whites wildland boots.
  - (3) There will be no wearing of opened toed footwear in common areas.
- b. Uniform.

(1) NOMEX and Navy Blue in color. The employee may choose from one of the Four brands of NOMEX, Topps, WorkRite or Trans Con.

(2) Fire Inspectors are authorized to wear either cotton or NOMEX blue pants and white uniform shirt.

c. Accessories.

(1) Accessories for the station uniform shall consist of a breast badge, a hat badge, collar devices (Collar Devices for Captains shall be two parallel silver trumpets, Fire Prevention shall be crossed silver trumpets, no other collar devices or patches are authorized) and approved Miramar FD patch. The patch will be worn on the center of the left sleeve one (1) inch down from the seam. The employer agrees to provide these accessories to all bargaining unit employees, with the exception of the collar devices & names tags. If the employer is unable to provide such accessories, employees will not be required to wear them. The employer agrees to allow bargaining unit employees to wear the IAFF Union pin on the right side above the nametag. The EMT pin, civilian award pins issued by the Navy, Marine Corps, DoD or those pins specifically approved by the Fire Chief may be worn as described above.

d. Tie.

(1) Ties will be of plain black woven cotton, wool or synthetic material, four-in-hand tied, or clip-on. Females may wear Navy blue neck cross tie with one snap.

e. Belt.

(1) Belts will be of black leather, basket weave design, 1 ½ inch wide, with plain standard chrome buckle.

f. Nametag.

(1) The nametag will be worn over the right breast pocket. The tag will be ¾ inch wide and 3 inch long. On the tag will be the initial of first name and full last name only. The tag will be silver in color.

## ARTICLE 22 FIRE DEPARTMENT TRAINING

**Section 1.** The parties agree on the necessity of training and development of unit employees in achieving the mission of the Employer and the Federal career goals of the employees. The purpose of this article is to enhance the training process, improve performance, and strengthen the professionalism of all USMC Air Station Miramar's Fire and Emergency Services personnel. The established training program cited in this article measures the competence of USMC

Miramar's Fire and Emergency personnel and provides quality control element for the training process. These measurements and quality control elements will be accomplished through the administration of standardized written and performance evaluations. The Employer agrees to follow the guidelines and requirement of the applicable DoD, DON, MCO and California State Fire Marshall's Office standards as minimum training requirements for unit employees. Furthermore, the Parties agree that unit employees are required to participate in the DoD Fire and Emergency Services Certification Program. However, the employees participation in the DoD Certification Program in and of itself, shall not be used to determine ones continued employment and/or standing in the Fire Department. The Employer and the Union will:

a. Agree that the professional competence of employees in the bargaining unit is important in accomplishing both the mission of the Employer and the Federal career goals of the employee. To this end, it is important that the Employer provides relevant training programs and that employees are dedicated to self-improvement through active participation in these programs. Training required by the Employer shall normally be accomplished while the employee(s) are in a duty status (workload permitting) without loss of pay or leave. Consequently, both Parties agree to fully support the Department of Defense (DoD) Fire and Emergency Services Certification program outlined in DoDI 6055.6M and other relevant development opportunities.

b. Recognize the challenges presented by these training requirements the parties agree to establish a Fire Department Training Committee (SUBJAC) to address short and long-term training strategies relating to the implementation of the DoD Fire and Emergency Services Certification Program and other relevant development requirements, with the commitment to:

- (1) Identify and initiate the initial certification(s) for unit employees to the position that they held in December 1995 (Short Term).
- (2) Pursue adequate funding to support DoD Certification Program, that includes, but not limited to facilities, training material, reference material, computer equipment, and training aids.
- (3) Provide DoD training and certification for employees requiring immediate certification in their current positions.
- (4) Provide DoD training and certification for employees requiring immediate certification for promotion.
- (5) Provide policies/procedures designed to keep employees current and to give the employees the opportunity to be eligible for future promotions.

**Section 2.** It is agreed that a test of job knowledge provides a measure of job capability. Tests associated with the DoD Fire and Emergency Services Certification Program will normally be given by true-false, multiple choice, matching and/or completion questionnaires whenever these forms are compatible with the objective of the test. Purpose of the test shall be made known and available study reference lists shall be made available.

Written tests generated locally and not connected with the Certification Program will be given by true-false or multiple choice questionnaires whenever these forms are compatible with the objective of the test. Purpose of the test shall be made known and available study reference lists shall be made available. Consideration will be given to the views and comments of the Union.

**Section 3.** The Employer has the right to train and assign work anytime during the tour of duty. However, make-work training is discouraged and will not be assigned as punishment, reprisal or harassment. A monthly training schedule will be posted and all deviations will be approved by the Fire Chief or his designee. The Union will be advised in writing of the authorized designee. Changes may be required because of weather conditions (extreme heat, high humidity and high winds), availability of facilities, availability of aircraft, etc. If in a duty status, when returning from TAD Employee will report regardless of return time. Any deviations of travel while TAD will be as expeditious as possible and approved by the Duty Chief or Training Officer.

**Section 4.** The Employer agrees to provide and maintain a library at each station consisting of IFSTA Manuals, NFPA Standards and Codes, applicable OSHA regulations, books, periodicals, Station Orders, Trade Journals, etc., for employees' self-development and technological advancement which may be checked out by unit members for their use. The Training Officer will provide training films, videos and other training materials.

**Section 5.** The Employer agrees to maintain and/or provide access to adequate facilities necessary to support the practical portion of the approved training programs.

**Section 6.** Once the Employer has identified a training requirement (other than routine recurring training) and more than one employee is considered by management to be equally in need of the training, the training assignment will be offered to volunteers from that group by seniority in descending order. If there are no volunteers from that group, the assignment will be given to the least senior.

**Section 7.** In accordance with applicable Instructions, the Employer will conduct an annual "training needs survey" to determine the group training needs and requirements of the Fire Department. The Union will be permitted to submit comments and recommendations regarding training needs to the Fire Chief for consideration prior to completion of the annual "training needs survey." The Union will be supplied with a copy of the completed annual "training needs survey" upon request. In addition, the employer agrees to maintain complete training records for all bargaining unit employees. Copies of these training records shall be provided to the employee upon his/her request.

**Section 8.** Tuition Reimbursement. The parties agree to encourage unit employees to participate in self-development activities, which will in turn increase the effectiveness of Miramar Fire Department. Courses and/or seminars shall be taken from the State Fire Marshall or accredited institution of higher learning. Requests for tuition assistance will be considered on a case-by-case basis and authorization based on mission budgetary impact. Any courses and/or seminars approved for tuition assistance shall be approved by the Employer pursuant to applicable laws and regulations.

**Section 9: TAD Travel****a. Training under TAD Travel Orders**

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

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

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

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

**ARTICLE 23  
HEALTH AND SAFETY**

**Section 1.** The Employer will assure that safe and healthful working conditions are provided for bargaining unit employees that are consistent with the provisions of applicable laws and regulations. To this end, the Employer agrees that the MCAS Miramar's Fire and Emergency Related Services Program will comply with DoD/DON/USMC Directives, NFPA Standards and OSHA Regulations whichever is more stringent. The Union agrees to cooperate with the Employer by encouraging employees to work in a safe manner and wear protective equipment prescribed by the Employer and to report observed safety and health hazards to the Employer in accordance with applicable procedures.

**Section 2.** The Union recognizes this it is the responsibility of each unit employee to observe safe work practices. Therefore, the Union agrees to promote the maintaining of an effective and continuous accident prevention program by ensuring unit employees obey all safety and health rules and to work in a safe manner. In cases where an employee alleges a condition exists that is detrimental to the Health and/or safety of the employee or others, that employee should make a report indicating such conditions to his/her immediate supervisor for action. The Employer shall

take prompt action to ascertain the facts upon receiving the report from the bargaining unit employee. Furthermore, should there be a degree of authenticity to the report, appropriate action will be taken to abate the unsafe/unhealthy condition. No employee will be subject to restraint, interference, coercion, discrimination or reprisal for filing a report of hazardous working conditions or for participating in other authorized activity under the occupational safety and health program.

**Section 3.** The term “imminent danger” applies to conditions or practices in any workplace which pose a danger that could reasonably be expected to cause death or severe physical harm. When an employee during the course of performing his or her official duties reasonably believes he or she is exposed to a health or safety hazard that presents an imminent danger, he or she shall cease the activity and notify the supervisor and, if so desiring, the activity safety officer. The supervisor will evaluate the situation, consulting appropriate safety personnel if necessary, and make a decision as to whether work may proceed. If the employee is not satisfied that the imminent danger is sufficiently eliminated, he or she will notify the supervisor. The supervisor will immediately notify the appropriate safety official and assign the employee to other duties, if appropriate. Thereafter, if the safety official determines that no imminent danger exists or has been corrected the employee will return to work.

**Section 4.** When the activity determines that a dangerous or potentially dangerous condition is present at a particular work site, employees at the work site will be notified immediately so that precautionary steps may be taken. If necessary, employees will be evacuated to a safe area until the hazards have been corrected. The activity will post a notice of hazardous conditions discovered in a work site as required by applicable regulation. The notice will be posted at or near the location of the hazard and shall remain posted until the cited condition has been corrected.

**Section 5.** Protective clothing furnished to unit employees will be in accordance with the requirements of the NFPA Standards (latest revision). The Employer will provide, in the Fire Station, appropriate washers for cleaning protective clothing in addition to the washers and dryers for Uniforms and linens. The Employer is only required to provide one gear only washer and dryer per Fire Department. The Employer agrees to provide temporary replacement PPE to employees whose PPE requires professional cleaning or repair (in accordance with applicable regulations) due to contamination of chemicals, blood borne pathogens or damage. The Employer agrees to provide (new or useable) PPE to employees in the event that the PPE cannot be returned to serviceable use. The Employer further agrees that new employees will be issued (new) protective clothing. Employee abuse or misuse of PPE provided by the Employer may result in disciplinary action.

The Employer also agrees to maintain on the installation as ready supply of protective equipment for emergency purposes in accordance with applicable regulations. The personal equipment provided by the Employer shall include, but not limited to, firefighter protective clothing, SCBA personal masks, prescription safety/sun glasses, and inserts for SCBA masks, helmets, hearing protection and NOMEX hoods. Additional Personal Protective Equipment will be provided as needed to meet changes to mission requirements.

**Section 6.** The Employer shall provide for the inspection and testing and proper maintenance of

equipment used by bargaining unit employees in accordance with Equipment Manuals, NFPA, OSHA, and DoD/DON/USMC regulations whichever is the more stringent. The results of these test shall be made available to the Union upon request. The Employer agrees to take prompt and appropriate action when an unsafe condition involving apparatus and/or equipment is reported to or observed by the Employer. The Employer shall consider an employee's qualifications prior to directing the employee to accomplish repairs. Firefighters that are not qualified to make mechanical repairs to fire apparatus will not be expected to do so.

**Section 7. Safety Councils/Committees**

- a. The employer agrees that the union should have the ability to contribute meaningfully to the safety program. Therefore each activity will assign a representative named by the local union to the following council/committee, if such council/ committee covering bargaining unit positions exist or are established during the life of this agreement.

(1) MCAS Miramar Safety Council

The Employer shall assign to MCAS Miramar Safety Council one (1) representative named by the Union.

- b. The employee will function as a full member of the committee/council, participating fully in the agenda for all safety matters, which affect unit employees. The employee on the above committee/council will be provided necessary training to discharge their role on the committee/council and will be on official time while performing authorized committee/council functions (including, when necessary, reasonable time to prepare for meetings) if otherwise in a duty status.

- c. The designated union safety representative will receive training in programs, which will prepare the representative to assist in the maintenance of safe and healthful workplaces. The extent of such training is subject to (subject to the approval of the Fire Chief) between the activities and the local union.

- d. Fire Department Safety Committee. The Employer agrees to establish under the Fire Department Labor/Management Councils, a Fire Department Safety Sub-committee. This sub-committee will be tasked with addressing Fire Department Safety issues and reviewing all Standards as they relate to Firefighters and Prevention Officers. The Sub-Committee will be comprised of an equal number of members on both sides chosen by the Employer and the Union. The Sub-Committee will make recommendations on all safety and health issues to the full Fire Department Labor/Management Council.

**Section 8.** The Union will be provided an opportunity to review any written proposals to change or waive safety standards that would impact on employee working conditions prior to submission outside the Marine Corps.

**Section 9. Inspections**

- a. The term "inspection" means a comprehensive survey of all or part of a workplace to

detect safety and health hazards. Inspections are normally performed during regular work hours except as special circumstances may require.

b. A union representative will be allowed to accompany the inspector during the annual physical inspection of employee work areas, as well as the official who conducts an inspection in response to a report by an employee or the union of any unsafe or unhealthful condition. A Union Representative will also be allowed to accompany an OSHA inspector during his or her inspection of employee work areas provided the inspector does not object. Union Representatives accompanying such inspectors will be on official time if otherwise in a duty status.

**Section 10. Emergency Treatment of job related Injuries or Illnesses**

a. The Employer shall provide for emergency diagnosis and treatment of injuries or illnesses of employees that occur during working hours. If emergency treatment facilities are not available at USMC Miramar, the Employer will arrange for transportation to an appropriate medical facility.

b. Special health examinations for specific categories of employees whose work environment presents peculiar health hazards will be provided by the employer in accord with agency regulations.

c. The Employer agrees to provide emergency medical and ambulance services at all emergency incidents and/or live fire-training involving bargaining unit employees.

**Section 11. Tobacco Prevention Program.** The parties agree that smoking is prohibited inside all Department of the Navy controlled vehicles and buildings as per DoD and DON smoking policies in effect on the effective date of this agreement. Bargaining unit employees are entitled to work in a smoke free environment.

a. **Smoking Areas.** The parties agree that employees who are smokers will be provided smoking areas, which may include shelters, away from smoke-free areas. All aspects of smoking areas shall be addressed through the Fire Department's Labor/Management Council pursuant to Article 9 of this agreement. The Fire Department's Labor/Management Council shall address the designation of smoking areas outside of buildings (Fire Station(s)), which do not block access or egress to buildings and are sufficiently distant there from so secondhand smoke does not disturb persons entering or leaving buildings.

b. **Smoking and Fire Fighter Health**

(1). With emphasis placed on fire fighting personnel as a target group for anti-smoking education programs and in the interest of good health and physical condition, unit employees who smoke may be granted time, consistent with operations demands and with prior approval of the Employer, to attend smoking sensation programs in accordance with applicable regulations and/or established

programs. Since attendance is voluntary, any costs incurred shall be borne by the employee wishing to attend unless offered by the Employer.

(2). The Employer will provide for a smoke-free workplace for bargaining unit employees. Indoor designated smoking areas in the Fire Station(s) are prohibited. Smoking is also prohibited in all military/government vehicles and aircraft, GSA Vehicles, gymnasiums, classrooms, auditoriums, conference rooms, fitness centers, elevators, hallway, stairways and restrooms.

(3). Outdoor smoking areas will be at least fifty (50) feet from common points of ingress/egress and will not be located in areas that are commonly used by nonsmokers. It is the responsibility of smokers to police-up any areas utilized for smoking. Smokers will not be allowed additional time beyond the routine breaks to be away from their jobs for smoke breaks.

**Section 12. Heat Flag Conditions.** The Employer recognizes that it is imperative to maintain a refreshed fire fighting force ready to respond to any incident. The Employer recognizes that firefighters exposed to long periods of inclement weather and other severe conditions reduce the capacity of the suppression forces to respond to emergencies. The parties recognize that weather considerations such as extreme cold, extreme heat, high winds, bad air quality, other inclement weather, and the normal tour of duty will be factors of consideration when conducting fire/rescue training and outside work. The Employer will comply with appropriate Law, rules or regulations as it relates to performing outside work and/or training for bargaining unit employees. Care will be exercised by incident commanders/ instructors to utilize personnel within their physical capacities. To this end, the parties agree to:

- a. When heat flag conditions are declared by MCAS Miramar, the employer will observe heat flag restrictions in locations where civilian employees are training or working in non-climate controlled areas when possible.
- b. Precautions shall be taken to alleviate hardships where employees are required to work in non-climate controlled areas during red and black heat flag conditions, such as diminished physical activities, extra rest and water breaks and protection from the sun.

**Section 13.** When determined to be necessary by Employer, employees will be provided training on safety and industrial health matters relating to the work environment: this is to include the proper use of equipment and devices. All employees will comply with the applicable safety rules and regulations. Employees will be informed of any and all known hazardous chemicals, materials, and substances to which they may be exposed during the course of their duties. A copy of applicable Material Safety Data Sheets will be provided upon request of the employee.

**Section 14. IAFF Death and Injury Survey.** The Fire Chief agrees to cooperate with the Union in providing a yearly record of all on the job injuries and illnesses, which occur. This is to include the age, type of injury or illness, location of injury (responding to a incident, on the fireground, etc.), and the number of work hours lost. The Fire Chief will sanitize this record by removing the names of the employees. These records will be used by the Union for submission to the IAFF yearly Death and Injury Survey.

**Section 15. Hazardous Materials Exposure Record.** The Employer agrees that employees subjected to infectious diseases, hazardous substances, toxic flames, epoxy paint, radiation, etc., shall be given an appropriate physical evaluation as soon as possible after the exposure. The Employer will maintain an up-to-date Hazardous Materials Exposure Record for all bargaining unit employees. The Employer further agrees to notify the Union, in a timely manner of all recordable motor vehicle accidents, and or fire/medical emergencies involving bargaining unit employees.

**Section 16. Infectious Diseases Prevention.** With the on-going concern toward the spread of infectious diseases, the Employer agrees to provide all necessary protection and training, in accordance with applicable laws, rules, and regulations pertaining to emergency health care providers, to prevent employees from being exposed to these diseases. This protection will include but not limited to: disposable gloves, micro-shields, rubber aprons, etc. The Employer also agrees to provide in accordance with applicable laws, rules and regulations, the proper decontamination equipment and cleaning products (i.e. bleach, anti-bacterial soap, germicides, and alcohol) in the Fire Stations and on the vehicles.

**Section 17. Rehabilitation During Emergency Operations/training.** The Employer shall maintain an awareness of the condition of bargaining unit employees operating within their span of control during emergencies/training and ensure that adequate steps are taken to provide for their safety and health. Each Employee has the responsibility to notify the Employer of any condition, which may affect their abilities so that the Employer can maintain an awareness of the Employee's condition. The command structure shall be utilized to request relief and reassignment of fatigued crews. The incident commander shall consider the circumstances of each incident and make suitable provisions for rest and rehabilitation of bargaining unit employees operating at the scene. These considerations will include medical evaluation and treatment, food and fluid replenishment, and relief from extreme climatic conditions, according to the circumstances of the incident.

**Section 18. Annual Medical Evaluations.** The Employer shall conduct an industrial health (medical surveillance) program to assist all employees to maintain optimum health on the job. Unit employees shall be given a comprehensive medical and physical evaluation with emphasis on Cardiac and Respiratory Diseases in accordance with NFPA 1582 and OSHA as deemed appropriate by the Partnership Council. However, the Parties recognize that the NFPA 1582 is the minimum standard relating to Medical Evaluations for Firefighters. To ensure that a comprehensive medical evaluation is provided to all unit employees, the Employer agrees to:

- a. The parties agree that pregnancy in the Fire Service should not be treated any differently than any other medical condition in the fire service that may inhibit a fire fighter's ability to perform her job.
- b. The Employer agrees, that after the initial medical physical by the Employer upon being hired, bargaining unit employees may have the option of taking their yearly physical by personal physician (at their own expense) or the Employer's Medical Personnel. The employee must bring in results of the physical to the Employer's Medical Department thirty (30) days prior to their required yearly physical. All medical

examination results will be annotated on the appropriate DON/USMC forms.

**Section 19. Physical Fitness Program.** The Parties recognize the need to establish and maintain a Physical Fitness Program to enable bargaining unit employees to develop/maintain an appropriate level of fitness to safely perform their assigned functions and to reduce the probability and severity of occupational illnesses and injuries. To this end and until such time as the DoD issues its Firefighter Physical Fitness Program, the Parties will continue to encourage unit employees to participate in the Fire Department's Physical Fitness Program described in AF Pamphlet 92-3. The Parties agree that participation in this program is strictly voluntary on the part of the unit employee(s). Since this program has been found safe and effective for evaluation and improving the aerobic capacity of fire fighters, unit employees will be examined periodically by base medical personnel. The Employer agrees to provide and maintain space and acquired equipment, in each Fire Station, to support the physical fitness program. Specific policies and procedures governing the physical fitness program are expressly authorized for local supplemental negotiations.

#### **ARTICLE 24 GENERAL PROVISIONS**

**Section 1.** The Employer encourages all unit employees to participate in the Employee Suggestion Program. The Employer agrees to process employee suggestions in accordance with applicable Instructions. The Employer will assist employees in assuring that suggestions are in the correct format for evaluation and are processed in a timely manner.

**Section 2. Parking and Driving**

a. Parking - The Employer shall provide enough parking spaces next to the Fire Station(s) for the on coming shift unit employees.

**Section 3. Timely and Proper Compensation**

- a. Employees will be paid in accordance with law and regulations.
- b. Employee pay days may be changed if the change does not delay any employees pay day beyond that established as of the date of this agreement, and provided affected employees have been given at least fourteen (14) days advance notice.
- c. Employees are entitled to timely receipt of all wages earned by them for the applicable pay period. If an employee fails to receive proper and timely compensation because of an error by the Employer, the supervisor will take immediate action to notify the appropriate office to expedite payment to the employee.

**Section 4. Welfare and Morale**

- a. The Employer recognizes the necessity of providing and maintaining reasonably

comfortable living spaces for unit employees on duty, such as heating, air conditioning, adequate furniture, drapes and blinds, etc. To this end, the Employer agrees to continue to provide and maintain as needed the following:

- (1) Living/Working facilities
- (2) Adequate Bedding
- (3) Refrigeration (in the kitchen area) for storage of employee's food
- (4) Cooking and eating utensils, including but not limited to: pots, can openers, coffee maker, toasters, microwave oven, broilers, glasses, plates, bowls, forks, spoons and knives
- (5) Dishwasher, washing machine & dryer
- (6) TV, VCR and Cable in the common area for training and recreational purposes
- (7) Lounge Furniture in the common area

b. The Employer agrees to extend the same considerations to the living conditions in the Fire Station as is extended to other living quarters throughout MCAS Miramar when utilities and/or appliances break down or need replacing. Maintenance problems will be called to the attention of the Senior Fire Supervisor on duty who will take the appropriate action to correct the problem.

c. The Employer agrees to instruct the Medical and/or the Safety Division to inspect the living quarters of all fire stations on an annual basis for discrepancies in Federal Health & Safety Regulations. The Employer agrees to supply the Union with a copy of the inspection report by the Medical/Safety Department along with its recommendations. The Employer further agrees to initiate abatement action to correct any discrepancies found within reasonable amount of time.

d. The parties recognizes that the living quarters in the fire station represent space allocated as rest, washroom and sleeping areas for unit employees and agrees not to use these areas as public facilities.

e. The Employer agrees to assist unit employees in establishing and maintaining an Honor Guard to be comprised of and by employees of the unit and consistent with the wishes of the family upon the death of one of the USMC Miramar Firefighters.

f. Employees shall be authorized to utilize off-base shopping (food) facilities while on duty in preparation for individual or group meals. Meal preparation may be conducted in conjunction with scheduled duties as long as the duties are completed in a timely manner. Use of the official government vehicle for off base dining facilities is authorized only when enroute to/from training or incident or if in remote location.

**ARTICLE 25  
DURATION OF THE AGREEMENT**

**Section 1.** This AGREEMENT, as executed by the parties, shall remain in full force and effect for a period of five (5) years from the date of its approval by the Office of the Secretary of the Defense and/or his designated representative. Thereafter, it will remain in effect for successive periods of one year, subject to approval by the Office of the Secretary of the Defense, unless either Partner notifies the other in writing at least ninety (90) days prior to the next anniversary date of intention to renegotiate a new AGREEMENT. When either Partner requests to renegotiate the AGREEMENT, the provisions of this AGREEMENT shall be honored until a new AGREEMENT becomes effective, except for those provisions that are contrary to an any law, regulation, Executive Order or Public Law 95-454.

**Section 2.** This AGREEMENT, except for its duration period as specified in Section 1, may be opened for amendment by either party at any time after it has been in force and effect for at least six (6) months. Any request for amendment by either party must be written and must include a summary of the amendment(s) proposed. The parties shall meet within fourteen (14) calendar days after receipt of such request to discuss the matter(s) involved. If the parties cannot resolve the matters presented, they shall proceed with negotiations. Negotiations shall be strictly limited to those matters previously presented by the parties as being appropriate. Such amendment(s) as agreed to will be duly executed by the parties, subject to approval by the Office of the Secretary of Defense.

**Section 3.** No agreement, alteration, understanding, variation, waiver, or modification of any terms or conditions contained herein shall be made by an employee or group of employees with the Employer, and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto and the same has been ratified by the Union and approved by the Employer.

EXECUTION/SIGNATURES AND APPROVAL

In witness to the fact that the foregoing agreement has been executed by the U.S. Marine Corps Air Station, Miramar and the International Association of Firefighters, Local F-289, the negotiators for the parties hereby sign it on this 22nd day of April 2005 to become effective the date the agreement is approved by the Department of Defense.

For the International Association

For Marine Corps Air Station

President, IAFF, Local F-289  
Chief Negotiator

Vice President, IAFF, local F-289  
Negotiator

 U.S.MC HR Regional Director Southwest  
Chief Negotiator

Treasurer, IAFF, Local F-289  
Negotiator

MCAS Miramar  
Negotiator

Board Member, IAFF, Local F 289  
Negotiator

Assistant Chief, MCAS Miramar  
Negotiator

IAFF, Local F-289  
Negotiator

Training Officer, MCAS Miramar  
Negotiator

Negotiator

