



## **Negotiated Agreement**

**between**

**U.S. Department of the Navy**

**Commander, Navy Region Mid-Atlantic**

**Naval Submarine Base New London, Groton CT.**

**and**

**International Association of Firefighters Local F-219**

**APRIL 5, 2018**

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## **Collective Bargaining Agreement**

The Parties to this Collective Bargaining AGREEMENT are Commander, Naval Submarine Base New London, hereinafter referred to as the Employer, and the International Association of Firefighters (IAFF), Local F-219, hereinafter referred to as the Union.

**Purpose.** Following an election held on 12 May 2011 under the supervision of the Federal Labor Relations Authority in which the International Association of Firefighters gained exclusive representation rights for the bargaining unit described below, it is necessary to establish a Collective Bargaining Agreement setting forth the following specific provisions essential to establishing a productive working relationship between the parties.

**Bargaining Unit.** The bargaining unit includes “all non-professional firefighters employed by Naval Submarine Base New London, Groton, Connecticut” but excluding “all professional employees, all other non-professional employees, management officials, supervisors, and employees described in 5 USC 7112(b) (2), (3), (4), (6) and (7)” as described in the Certification of Representative of May 20, 2011.

**Governing Authority.** The Parties hereby agree that the labor-management relationship and all matters relative thereto will be consistent with the provisions and intent of Title VII, PL 95-454, which will contribute to an effective and efficient work force and work environment.

**Article 1**  
**PROVISIONS OF LAWS AND REGULATIONS**

**Section 1.** It is agreed and understood that in the administration of all matters covered by this AGREEMENT, the Parties and unit employees are governed by existing and future laws, policies, and regulations of appropriate authorities, (including but not limited to DOD, NFPA, OSHA, and OPNAV).

**Section 2.** Upon request, the Employer will furnish the Union a copy of existing DOD, DON, Employer instructions, Federal Employee Handbook, Federal Employee Benefit Guide, DOD 6055 (most recent version), and any regulations 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 Employer in the regular course of business and is reasonably available. The Employer agrees to provide the Union copies of all Employer Notices and Instructions and matters affecting working conditions of unit employees.

**Section 3.** The Employer agrees that before making a change to existing working/ living conditions or issuing a new or revised change to Employer policies and/or instruction(s) or Fire Department Standard Operating Procedure(s) (SOP) or Standard Operating Guideline(s) (SOG), a copy of the draft Policy, Notice, Instruction, SOP, SOG or change(s) to working conditions will be provided to the Union through written notice prior to intended implementation date within a reasonable amount of time.

**Section 4.** The Union may, within fifteen (15) calendar days after receipt of such change(s) request the Employer bargain on the negotiable change(s) of the draft SOP/SOG/Notice/Instruction. Such request shall be in writing and decision to negotiate or consult shall be in writing. Reasonable requests for extensions by either Party of time limits will be granted. If the Union fails to make a written request to bargain or consult prior to the intended implementation date, the change may be effected by the Employer. The Employer agrees not to implement the changes until all actions or negotiations with the Union are completed and agreed to.

**Section 5.** The Employer agrees to provide a printed copy of this AGREEMENT and access to the department's SOP's/SOG's to all bargaining unit employees. A reasonable number of copies will also be furnished to the Union.

**Article 2**  
**MATTERS SUBJECT TO CONSULTATION AND NEGOTIATION**

**Section 1.** It is agreed and understood that matters appropriate for consultation or negotiation between the Parties are policies, practices, and matters affecting conditions of employment of unit employees which are within the discretion of the Employer. Such negotiation will be conducted 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, instructions, standard operating procedures, policies, or practices which are within the discretion of the Employer without affording the Union the opportunity to bargain to the extent consistent with pertinent law, rule, regulation, and this Agreement. The proposed change will be provided to the Union along with the intended implementation date.

**Section 2.** The Union may, within fifteen (15) calendar days after the receipt of notification of changes, request to bargain with the Employer consistent with pertinent laws, rules, and regulations, concerning the implementation of changes to policies, programs, and procedures related to working conditions of unit employees. For the purpose of this AGREEMENT, consultation is defined as any dialogue, either written or oral, between the Union and the Employer and unlike negotiations does not require a mutually acceptable compromise between both parties. The Employer agrees to consult, upon request of the Union, on matters that are excluded from negotiation as set forth in 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(s).

**Section 3.** For the purpose of this AGREEMENT, negotiation is defined as bilateral exploration and exchange of views in a good faith effort to reach agreement and reducing to writing any mutual agreement reached if requested by either party.

**Section 4.** If the Union President is unavailable the Employer will insure that duly authorized representative is present or communicated with, as appropriate and to the extent feasible. The Union will normally provide a list of duly authorized representatives to the Employer once a year or as changes occur.

**Article 3**  
**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 Employer agrees that there will be no restraint, interference, coercion or discrimination against Union officials because of the performance of their duties pursuant to this AGREEMENT. The Employer agrees to recognize the duly elected officers and staff of the Union. The Union however, does not have the duty and/or responsibility to represent bargaining unit employees that are non-members of IAFF Local F-219 in any statutory appeal procedure.

**Section 2.** The Union shall be given the opportunity to be represented at any formal meeting between the Employer and one or more employees 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. In order that each employee may have access to a Union representative, the Union will designate (in writing) no more than one Union Steward per shift, and to update the list as changes occur. It is understood between the Parties that individuals not designated, in writing by the Union, as officers or stewards, and submitted to the Employer will not be granted official time. The Employer agrees to recognize the National Representatives of the International Association of Fire Fighters (IAFF) and the duly elected or appointed representative of the Union. For the purposes of this Agreement the level of recognition for matters subject to consultation and negotiation is between Program Director Public Safety, Navy Region Mid-Atlantic and the International Association of Firefighters, Local F-219. This does not preclude IAFF, Local F-219 from identifying a National Representative as their Chief Negotiator for matters affecting bargaining unit employees.

**Section 3.** The Employer agrees that the President of Local F-219 will be allowed a reasonable amount of official time per week during normal work hours as long as there are not any requirements for overtime, unless there is an emergency that requires the President's attendance. Other Union officers and stewards will be authorized a reasonable amount of time for the purpose of fulfilling representational duties as described herein and as described in accordance with 5 USC 7114. The Union agrees that prior to conducting appropriate business; officers and stewards shall first request permission from the appropriate on-duty supervisor. The government's approved Leave Request Form OPM 71 (copy attached) will be used to request, approve, and record all official time. Once completed, one copy will be retained by the Union and one by the Employer. The Form will include the names, titles, workstations of the officers/stewards, the name of the complainant involved, the reason for the Official time (i.e. ULP, grievance, worker's compensation issue, etc.), and duration of time needed. If time cannot be granted as requested due to staffing or mission requirements, another time frame will be mutually agreed upon.

**Section 4.** Representational duties will include such functions as described herein and in accordance with 5 USC 7114, such as to discuss complaints or potential grievances with the employees concerned, when acting as the officially designated representative of a grievance or when assisting the officially designated representative of a grievance, and the time required to investigate grievances. If the officially designated representative requests that an additional union representative attend the meeting, the request must be made at the time the meeting is scheduled and approved prior to the meeting. Only the officially designated representative and one additional representative, if approved, are authorized to attend the meeting, to discuss complaints or potential grievances with the Employer's representatives concerned, to attend meetings with management, or to attend, as the Union representative, formal discussions between management and employees.

**Section 5.** Official time is not authorized for such activities as solicitation of membership, collection of employees' dues, campaigning for offices, or other matters pertaining to the internal business of the Union.

**Section 6. Excused Leave.** The Employer agrees that upon advance written request, employees who are representatives of the Union may be excused without charge to leave in conjunction with attendance at conferences, conventions, and training sessions on labor relations matters, provided the employee's services can be spared and such training is determined by the Employer to be of mutual concern to the Employer and the Union and the Employer's interests will be served by the employee's attendance. The Union will bear the responsibility for showing how the training will have the required benefit to the Employer. An outlined agenda with information on the material to be covered in the training session will be required to support the request. Normally the Union will be allowed a reasonable amount of time for such excusal(s).

**Section 7. Office Space and Equipment** The Employer agrees to continue to make facilities available for meetings of Local F-219. The Employer agrees to allow the Union to meet at least twice a month. Such use of facilities will be flexible enough to have no impact on daily operations or disrupt the mission of the Employer. The Employer agrees to provide a key locked office space with the current phone drop separate from the fire station phone lines. The Union will provide for itself computer/printer/fax, so the Union may while on official time conduct Union business and to not disrupt other work station computers that are currently designated for NMCI email access and department online training. The Employer agrees the office space will be sufficient enough to hold at least two (2) office desks, two (2) locked filing cabinets and other office equipment needed so that the Union may operate and not disrupt mission oriented operations or space. The Union agrees it will provide any and all office furniture, supplies, communication services and electronic equipment needed to conduct Union business. The Employer also agrees to provide one (1) bulletin board that is to remain visible to employees in each Fire Station.

**Section 8.** The Employer agrees that as part of their orientation, all new employees hired in a position included in the Union will be informed of the Union's exclusive recognition and will be given a copy of

the current negotiated AGREEMENT. The Employer agrees to make all newly hired bargaining unit employees available for contact with the Union during the employee's check in date. This orientation will be in person, will be brief (15-20 minutes). The Employer shall notify the Union of duty assignment and shift of all new hired employees.

**Section 9.** The Employer agrees to consider Union representation on any standing Employer committee involving the mutual interests of bargaining unit employees and Employer. Such consideration shall be given upon written request of the Union for specific committee memberships after notification is given by the Employer of these committees.

**Section 10.** The Employer agrees to recognize the duly elected or appointed representatives of International Association of Firefighters (IAFF) Local F-219. When National Representatives of the IAFF are engaged to support Local F-219 for specific issues, the Employer will be notified in advance in writing of the specific IAFF National Representative(s) assigned to the issue.

**Article 4**  
**Rights of The Employer**

**Section 1.** Pursuant to 5 USC 7106(a)(1), the Employer retains the right to determine the mission, budget, organization, number of employees, and internal security practices of the agency. Pursuant to 5 USC 7106(a)(2), the Employer also retains the right, in accordance with applicable laws, to hire, assign, direct, layoff, and retain employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees; to assign work, make determination with respect to contracting out, and to determine the personnel by which the agency operations shall be conducted; with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion, or any other appropriate source; and to take whatever actions may be necessary to carry out the agency mission during emergencies.

**Section 2.** The parties agree that the Employer has certain rights under 5 USC 7106 (b) (1).

**Section 3.** In accordance with the provisions of 5 USC 7106(b)(2) and (3), the Employer recognizes its obligation to negotiate over the procedures which management officials will observe in exercising its authority under Section 1 above, appropriate arrangements for employees adversely affected by the exercise of any authority under Section 1 above (often referred to as “impact and implementation bargaining”).

**Article 5**  
**Rights of Employees**

**Section 1.** Each employee shall have the right to form, join, or assist any labor organizations, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided by Federal Service Labor-Management Relations Statute, 5 USC Chapter 71, such right includes the right:

- a) To act for the Union in the capacity of a representative and the right, in that capacity, to present the views of the Union to the Employer and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and
- b) To engage in collective bargaining with respect to conditions of employment through representatives

**Section 2.** The Employer shall take such actions consistent with 5 USC Chapter 71, as may be required in order to assure employees are apprised of the previously stated rights.

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

**Section 4.** Employees shall have the right, freely and without fear of penalty or reprisal, to discuss with their supervisor matters affecting their duties, working conditions, employment status, or matters of personal concern related to their employment.

**Section 5.** The employee has the right to be represented by the Union during examination by a representative of the Employer in connection with an investigation if:

- a) The employee reasonably believes that the examination may result in disciplinary action against the employee, and
- b) The employee requests representation

**Section 6.** When the command involves employee groups in discussions on Equal Employment Opportunity or climate issues, the Employer will recognize at least one (1) Union representative as a member.

**Article 5A**  
**Union Dues Withholding**

**Section 1.** A unit employee may at any time voluntarily authorize an allotment from his/her pay to cover his/her regular and periodic dues for membership in the Union. An employee desiring to make an allotment for payment of Union dues must complete appropriate parts of a "Request for Payroll Deductions for Labor Organizations Dues", Standard Form 1187 and forward it to the Treasurer who will complete Section A of the form and forward it directly to the CNIC payroll office. In the event the Union is unable to satisfactorily resolve the transaction after two (2) pay periods, the Employer will assist the Union in resolving the issue, with the understanding that the dues withholding process is beyond the control of the Employer.

**Section 2.** An employee may voluntarily request cancellation of dues deductions by submitting a "Cancellation of Payroll Deduction for Labor Organization Dues," Standard Form 1188, to the payroll office via the Union at any time. Cancellation of the employee's Union dues deduction cannot be effected for a period of one year from the anniversary date the dues deduction initially went into effect. The Union will forward the employee's request for cancellation of union dues, certifying the employee is eligible to terminate dues deductions, directly to the CNIC payroll office.

**Section 3.** All forms authorizing (SF 1187) and canceling (SF 1188) union dues deductions will be automatically terminated when; a. The agreement between the Parties ceases to be applicable to the employee; or b. The employee is suspended or expelled from membership in the Union. The Union President or his designee will notify the CNIC payroll office, in writing, when a unit employee with dues deduction is expelled, suspended, or ceases to be a member in good standing.

## **Article 6**

### **Disciplinary and Adverse Actions**

**Section 1.** The Employer and Union agree that disciplinary and adverse actions will be initiated and affected in accordance with the provisions of the AGREEMENT and applicable law, rule, and regulation. It is also agreed that the employee(s) will normally be notified within 15 (fifteen) calendar days of the employer becoming aware of a matter that may lead to a disciplinary or adverse action. However, in cases where notification of the employee may compromise an administrative or other type of investigation, notification of the employee within this timeline may not be possible.

**Section 2.** The Employer and the Union agree that the purpose of disciplinary action is to correct the offending Employee and maintain discipline and morale among other unit employees. For the purpose of this AGREEMENT, the term “Disciplinary Actions” includes letters of reprimand and suspensions of not more than fourteen (14) calendar days which are grievable under the grievance procedure in Article 7 of this AGREEMENT. Letters of warning, counseling, requirements and/or leave restrictions are not disciplinary actions and will not be placed in the employee’s official personnel file. Any disciplinary action or letter of reprimand, warning, counseling, requirement or leave restriction will be issued by a representative of the Employer.

**Section 3.** Disciplinary actions shall only be taken for just cause. Consideration shall be given to the minimum disciplinary remedy that can be reasonably expected to correct the offending Employee and maintain discipline and morale among other employees.

**Section 4.** Normally, prior to initiating disciplinary action, the following procedures (informal discussion with his/her immediate supervisor) shall be followed:

- A. A preliminary investigation or inquiry shall be made by a representative of the Employer to determine the facts. Part of this preliminary investigation shall include a discussion (informal discussion) with the affected Employee.
- B. The Employee will be notified in advance of the time of the informal discussion, and if the Employee is advised that disciplinary action is being contemplated, the Employee may have a Union representative if he/she so desires.
- C. On conclusion of the informal discussion and on review of the information developed, the Employer will determine whether disciplinary action or adverse action should be initiated.

**Section 5.** Any unit Employee against whom a disciplinary action is proposed shall be notified in writing, of the reasons for such action.

**Section 6.** Disciplinary proposals will be timely. The Employer will make every effort to propose discipline as soon as possible after becoming aware of the incident. The Employee or his/her designated representative will offer their written and/or oral reply to the disciplinary official within seven (7)

calendar days. However, this time limit may be extended by mutual agreement provided that a request for extension is presented prior to the end of the prescribed time limit.

**Section 7.** Nothing in this AGREEMENT prevents the Employer from considering “Last Chance Agreements” (LCA). Last Chance Agreements are instruments designed to permit an employee subject to an Adverse Action a last opportunity to demonstrate that he/she can be successfully rehabilitated, e.g., that his/her performance or conduct can be improved to the Employer’s satisfaction, and that the adverse action should not be taken. The agreements are tailored to the special circumstances involved in each case. They allow the Employer, at its discretion, to forego or delay implementation of an adverse action in order to give an employee a last chance demonstration successful rehabilitation.

**Article 7**  
**GRIEVANCE PROCEDURE**

**Section 1.** The Parties recognize the importance of fair and early resolution of disputes and disagreements in the workplace. This Article provides an orderly and sole procedure for the processing of Party grievances.

**Section 2.** For the purpose of this AGREEMENT, a grievance means any complaint, by either Party, concerning any matter relating to the employment of the employee concerning:

(a) The effect or interpretation, or the claim of breach, of this AGREEMENT; or

(b) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

(c) But does not include a grievance concerning:

(1) Any claimed violation relating to prohibited political activities.

(2) Retirement, Life or Health insurance.

(3) A suspension or removal for National Security reasons under 5 USC Section 7532.

(4) Any examination, certification or appointment.

(5) The classification of any position which does not result in the reduction of grade or pay of the employee.

(6) Actions to separate employees during their probationary period.

(7) Approval or disapproval of an award

(8) Non-selection for promotion or reassignment from a group of properly ranked and certified candidates or failure to receive a noncompetitive promotion.

(9) Allegations of discrimination.

**Section 3.** Unit employee(s) shall have the right to present and process a grievance under this procedure on his/her own behalf. In such cases, the Union has a right to have a Union representative present during the grievance proceedings.

**Section 4.** It is agreed that in cases of identical grievances filed by two or more unit employees, the Union will select one case for processing under this procedure, and the results will apply to the other grievances concerned. In such cases the Union will provide written notification to the Employer as to which employee's grievance will be processed, together with the names of the other grievant. Such notification shall be provided prior to initiation of the grievance at Step 1.

**Section 5.** When official time is needed, union officials will submit a written request utilizing the OPM 71 form. A reasonable amount of time will be approved pending mission requirements. An extension of official time on a specific day may be granted pending mission requirements. If additional official time is

needed on another day, union officials must submit a separate written request utilizing the OPM 71 form for management consideration.

**Section 6.** The Employer, upon request, will provide the Union representative with the necessary and pertinent information from official records to aid in resolving specific grievances insofar as permissible by existing laws, rules, and regulations.

**Section 7.** A unit employee may seek review of the following matters either under the applicable statutory appeals procedure or this AGREEMENT but not both:

(a) An appealable action based on unacceptable performance under the provisions of 5 USC 4303.

(b) An adverse action covered under 5 USC 7512 A unit employee shall be deemed to have exercised such option only when he/she files a timely grievance or notice of appeal in writing. Grievances will be submitted in writing at the appropriate step where a decision can be made and shall include:

- (1) A complete statement of the facts giving rise to the grievance;
- (2) The specific section(s) of the AGREEMENT claimed to have been violated; and
- (3) The specific remedy sought.

**Section 8.** In order to be considered a grievance under this procedure, the moving Party must file the grievance with the appropriate official within fifteen (15) calendar days after the occurrence (or when the grievant knew or should have known of the occurrence) of the matters giving rise to the grievance. Failure of a moving Party to comply with the time limits provided in this AGREEMENT shall constitute a withdrawal/cancellation of the grievance, at the step at which either Party failed to meet the time requirements, unless the time limits are extended by mutual agreement. Failure by a non-moving Party to adhere to the time limits provided in this AGREEMENT shall entitle the moving Party to advance the grievance to the next step.

**Section 9.**

**Step 1:** All unit employee grievances shall be initiated at this step. The grievance shall be presented to the District Fire Chief within fifteen (15) calendar days of the matter giving rise to the grievance. The Parties may schedule a meeting in an attempt to resolve the matter. The District Fire Chief will provide a written response within fifteen (15) calendar days following the receipt of the grievance. If the Step 1 Official does not have authority to resolve the employee's concerns, the District Fire Chief will so indicate on the grievance form and forward the grievance to the Step 2 official. If the Step 1 official is directly involved in the matter-giving rise to the grievance, the grievance will be initiated with the Step 2 Official.

**Step 2:** If a settlement is not reached at Step 1, the grievance shall be presented to the Step 2 official the Executive Officer (XO) of Naval Submarine Base New London within fifteen (15) calendar days of

receipt of the Step 1 written response. The Parties will schedule a meeting in an attempt to resolve the matter. The Executive Officer (XO) of Naval Submarine Base New London will provide a written response within fifteen (15) calendar days following the meeting or conference call.

**Step 3:** If a settlement is not reached at Step 2 the grievance shall be presented to the Commanding Officer (CO) of Naval Submarine Base New London within fifteen (15) calendar days. The Commanding Officer (CO) of Naval Submarine Base New London or his designee will schedule a meeting in an attempt to resolve the matter. The Commanding Officer (CO) of Submarine Base New London or his designee will provide written response within fifteen (15) calendar days after the meeting.

**Step 4:** If a settlement is not reached at Step 3 the grievance may be submitted to arbitration within fifteen (15) calendar days after a decision is rendered in Step 3.

**Section 10.** The Union may initiate a grievance by submitting it in writing to the Employer. The Union President or designee and the Employer will schedule a meeting normally within fifteen (15) calendar days of the written submission. The Employer will render a decision within fifteen (15) calendar days following the meeting. If the Parties cannot resolve the grievance within thirty (30) calendar days of the last meeting held, arbitration may be invoked in accordance with Article 8 of this AGREEMENT.

**Section 11.** The Employer may initiate a grievance by submitting it in writing to the Union President. The Employer and the Union President or designee will schedule a meeting within fifteen (15) fifteen calendar days of the written submission. The Union President or his designee will render a decision within fifteen (15) calendar days following the meeting. If the Parties cannot resolve the grievance within thirty (30) calendar days of the last meeting held, arbitration may be invoked in accordance with Article 8 of this AGREEMENT.

**Section 12.** When either Party has invoked arbitration, the Parties may mutually agree to participate in grievance mediation. The Parties will engage the services of the Federal Mediation and Conciliation Service (FMCS) or may mutually agree to select a facilitator from other available sources. If the Parties voluntarily reach agreement/settlement through grievance mediation, they will be bound by the agreement/settlement as if it were a grievance/arbitration decision. If no agreement/settlement is reached, the moving party may proceed to arbitration by notifying the other party in writing within fifteen (15) calendar days after participating in the grievance mediation process. The grievance will be set for binding arbitration pursuant to Article 8 of this AGREEMENT. Nothing in this AGREEMENT shall be so interpreted as to require the Union to represent a unit employee in processing a grievance, or to continue to represent him/her, if the Union considers the grievance to be invalid or without merit.

**Article 8**  
**ARBITRATION PROCEDURE**

**Section 1.** Any grievance, which has been properly processed through the grievance procedure, may be submitted to Arbitration. If the Parties fail to settle any grievance processed under this AGREEMENT, such grievance, upon written request by either party within fifteen (15) calendar days after issuance of the final decision, shall be submitted to arbitration. The Union President or designee shall notify the Employer in writing of the Union's intent to invoke arbitration within fifteen (15) calendar days from receipt of the final written decision or failure of the Employer to respond. The Employer will notify the Union President or designee in writing of the Employer's intent to invoke arbitration within fifteen (15) calendar days from receipt of the Union's decision or failure or the Union to respond. Only the Parties can submit a grievance to arbitration.

**Section 2.** Normally within fifteen (15) calendar days (or as mutually agreed upon by both parties) from receipt of the notice of intent to arbitrate, if the Parties cannot come to a mutual agreement, the Federal Mediation and Conciliation Service (FMCS) will be contacted to provide a list of qualified and impartial arbitrators in the area where the arbitration will be held. Any fees for such list will be split equally between the Parties. Normally within fifteen (15) calendar days, (or as mutually agreed upon by both Parties), of receipt of the list, the Parties will meet or schedule a conference call (whichever is mutually agreed upon by both Parties) to select an arbitrator. If they cannot mutually agree upon one of the listed arbitrators, the Parties will each strike one arbitrator's name from the list of five and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator. The first Party to strike will be determined on the basis of a coin flip.

**Section 3.** Within fifteen (15) calendar days of receipt of the notice of intent to arbitrate, representatives of the Parties will hold a pre-hearing conference to attempt to agree on the issue(s), facts, and exchange documentary evidence. If the Parties agree on the issue(s) and facts, a joint submission statement will be developed and forwarded to the arbitrator. If the Parties are unable to agree on the issue(s) and facts, each Party will serve the other and the arbitrator their version of the issue(s) and facts by certified mail. These documents will be mailed fifteen (15) calendar days before the hearing date. The arbitrator will determine the issue(s) and facts to be heard. Unresolved questions of grievability or arbitrability will be submitted to the arbitrator.

**Section 4.** The arbitrator will schedule a hearing which will be held, if possible, on the Employer's premises during regular day shift hours, Monday through Friday. Testimony during the hearing will be limited to the issue(s) and facts in dispute and as considered by the arbitrator to be necessary and proper. All other procedures relating to arbitration will be determined by the arbitrator upon mutual agreement by the Parties.

**Section 5.** Employees in the unit serving as union representatives, appellants and witnesses, whose testimony is based upon direct knowledge of the circumstances and facts in the case, will be excused

from duty to the extent necessary and not charged leave if on duty to participate in the arbitration hearing.

**Section 6.** The arbitration process will be carried out as expeditiously as possible. The arbitrator will render a decision in writing within thirty (30) calendar days after the conclusion of the hearing and provide copies of the decision to the Employer and Union President or designee. The arbitrator will be prohibited from adding to, modifying, or subtracting from the terms of this AGREEMENT. The decision of the arbitrator shall be final and binding unless exceptions are filed in accordance with applicable laws and regulations. However, either Party may file exceptions to an award in accordance with rules and regulations of the Federal Labor Relations Authority (FLRA).

**Section 7.** The arbitrator's fees and expenses shall be shared equally by the Parties. Attorney fees may be recoverable consistent with applicable laws and regulations. An official transcript will be made if requested by either Party or required by the arbitrator. The Employer will arrange for transcription of the hearing by a qualified court reporter if a transcript is required by the arbitrator. Unless the arbitrator requires a transcript of the hearings or the Parties mutually agree to share the costs of the court reporter and transcripts, the Party desiring such reporter and transcript will bear the costs and make arrangements for the service. If the other Party subsequently desires a transcript, it will share equally in the initial cost of the reporter and transcript. It is agreed that in handling requests to withdraw from arbitration, the Party initiating a request to withdraw will do so in writing. Such Party will be responsible for the entire sum of the arbitrator's fees and expenses incurred as a result of the withdrawal unless the Parties mutually agree to withdraw. In that case, the Parties will equally share payment of any fees and expenses for the arbitrator.

**Section 8.** Grievances which are appealed to arbitration and which contain continuing liability will be given priority over all other grievances in the arbitration procedure at that time.

**Section 9.** Questions that cannot be resolved by the Employer and the Union as to whether or not a grievance is subject to arbitration under this AGREEMENT shall be referred to an arbitrator for decision.

**Article 9**  
**External Complaint Process and Unfair Labor Practice**

**Section 1.** This section sets forth the procedure for processing complaints to Agencies outside the Employer such as Unfair Labor Practice (ULP) Charges, Occupational Safety and Health Administration (OSHA) complaints, General Accounting Office (GAO) complaints, etc., before such complaints are formally filed. The expressed intent of the Parties is to facilitate informal discussion concerning alleged complaints and to enhance the possibility of informal resolution. To this end, the Parties agree to the following informal process:

(1) Should either Party believe the other Party has committed an ULP and/or other action which may warrant the filing of a complaint with an outside Agency, that Party shall inform the other party in writing of the allegations in an effort to resolve the issue informally prior to formal filing. The written notification will include a clear and concise statement of the facts constituting the alleged complaint, including the time and place of the occurrence of the particular acts, alleged violations of any law, rule and/or regulation and any other supporting documentation alleged to have been violated.

(2) The Party so served shall normally have fifteen (15) calendar days from the date of informal notification to investigate and resolve the matter. If the matter is not resolved after the expiration of the fifteen (15) calendar day period, the charging Party may proceed to file the complaint formally with the appropriate Agency. Reasonable requests for extensions of time limits will be considered.

**Section 2.** For purposes of this section, service of the formal complaint will be made to either Party personally or by mail or by email.

**Article 10**  
**Welfare and Morale**

**Section 1.** 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, kitchen utensils and cleaning supplies, etc. To this end, the Employer agrees to continue to provide the same or equivalent, and to maintain as needed the following in each Fire Station:

- A. Living/Working facilities
- B. Adequate sleeping areas (beds)
- C. Refrigeration and Freezer for storage of employee's food
- D. Cooking and eating utensils, including but not limited to: pots/pans, can openers, coffee maker, toasters, microwaves, stoves, glasses, plates and bowls, forks, spoons, and knives.
- E. Dishwasher, washing machine, clothes dryer.
- F. Detergents for dishes, linens, and cleaning towels.
- G. TV and DVD player
- H. Adequate furniture for office, lounge, and sleeping areas.
- I. Workout equipment will be purchased or maintained as permitted under CNICINST 1710.1.
- J. Lockers for storage of PPE and lockers for personal belongings.

Maintenance problems will be called to the attention of the senior fire officer on duty who will take appropriate action to correct the problem so that any problem is rectified in a timely manner.

The Parties agree safety and industrial hygiene inspections of working and living spaces are in the best interest of all employees in the unit. The frequency of the inspection will be in accordance with applicable Employer instructions and regulations. The Employer agrees to supply a copy of inspection report(s), to include any recommendations made by the reporting agency, upon request by the Union President or his designee.

Upon request from the Union President or designee, the Employer will meet to hear the Union's concerns about safety and health issues and discuss action required to initiate abatement action to correct discrepancies. The Employer agrees to initiate abatement/corrective action on any discrepancy(s) found as soon as practical.

**Section 2.** The Employer recognizes that the living quarters in the Fire Stations represent space allocated as rest, washroom, and sleeping areas for unit employees and agrees not to use these areas as public facilities.

**Section 3. Recreational Facilities.** Unit Employees shall be allowed to use recreational facilities for participating in a physical fitness program at no cost to the unit employees. The crew participating, on duty, must be ready to respond at all times.

The Employer agrees to the concept of individual participation in non-contact sports. Examples of non-contact sports are aerobics, volleyball, racquetball, swimming, and softball. Employees shall use all safety equipment required for the sport in which they are participating. If employee participation in a non-contact sport results in an injury(ies) which the employer determines to cause an unsafe, unhealthful work environment, that activity will be stopped immediately until a determination can be made by the employer as to whether or not future participation in the non-contact sport will be allowed.

#### **Section 4. Uniform/Initial Allowance.**

A. The Employer agrees to notify the Union in writing if there are any changes to the uniform of the bargaining unit employees. The Union will be given the opportunity to bargain/negotiate to the fullest extent allowable by regulation and law.

B. The Employer agrees to furnish the following fire fighter protective clothing and equipment, required by applicable regulations and applicable administrative procedures, bunker boots (Leather as funds permit), rain gear, turn-out coat, turn-out pants, helmet, firefighting gloves, NOMEX hood, uniform hardware, etc. required in performance of the mission. Employees in receipt of a uniform allowance will be required to purchase uniform attire in accordance with the applicable administrative procedure.

C. All uniforms will be in compliance with applicable administrative procedure. Those employees working in fire protection are usually considered out-of-service when wearing the dress uniform; however, the Parties understand should the need arise, employees in a dress uniform are expected to respond.

D. Initial uniform allowances will be established at \$1600.

E. Maintenance allowances will be established at \$800.

F. Newly hired employees, who arrive outside the normal annual uniform allowance period, will be provided a prorated allowance after their first anniversary or 365 days after receiving their initial uniform allowance. Prorating will be computed on a daily rate (\$800 divided by 365 days = \$2.19 per day). The prorated allowance shall cover the employee uniform cost from the first uniform allowance anniversary through the end of the fiscal year (30 September). The employee will then be submitted for a full uniform maintenance allowance and fall within then normal rotation for uniform payment.

G. The Employer will initiate the paperwork for the uniform allowances within the first quarter of each fiscal year for all employees.

H. The Employer will provide all new employees training on the complete uniform requirements, the proper wearing, inspection, maintenance, and limitations of all personal protective clothing the employee is required to wear.

I. The Employer agrees to process requests for uniform allowances as expeditiously as possible.

J. The parties agree safety shoes are an important part of the uniform requirement, and as such:

- 1) Employees will purchase safety shoes from their initial or annual maintenance allowance, as applicable.
- 2) Safety shoes will meet current applicable safety standards and the applicable administrative procedure.

K. Unit employees may place and display the International Association of Fire Fighters (IAFF) union emblem on uniform, helmet and lockers as described below:

- 1) One (1), IAFF union emblem (see attached) may be placed on the employees assigned helmet and will be no larger than two-inches by two-inches
- 2) The approved emblem will be placed on the right rear of the helmet above the employee name
- 3) One (1), IAFF union emblem (see attached) may be placed on the employee assigned locker(s) and will be no larger than two-inches in diameter
- 4) The approved emblem will be placed in the upper right hand corner of the locker.
- 5) Union members will be authorized to wear an agency approved IAFF lapel pin on the dress and work uniform.
- 6) The approved lapel pin will be placed on the left collar of the work uniform polo/job shirt centered one inch on collar with the centerline of the insignia bisecting the point of the collar
- 7) The approved lapel pin shall be worn on the dress uniform left lapel two-inches below left measured centerline to centerline of the Chief Fire Officer Designation (CFOD) insignia. If you do not have a CFO designation then the union lapel pin shall be worn on the left lapel two-inches below the rank insignia. Positioned so that the centerline intersect and is parallel to the inside edge of the lapel.

L. IAFF union emblem (sticker and lapel) will be at no cost to the Employer.

**Section 5. Grooming Standard.** The Union and the Employer agree to follow the Navy Regional Fire and Emergency Services, New London Administrative Procedure No. A-11 of February 2011.

**Section 6. Parking.** The Employer agrees to provide sufficient amount of accessible parking for all bargaining unit employees at each fire station. It is understood that parking is subject to security considerations. If/when parking comes into question, the Submarine Base New London parking plan will be used as reference to provide safe, adequate, and designated parking where it currently exists.

**Section 7.** The Employer agrees unit employees may file for compensation for their personal effect(s) and/or equipment that is believed to have been damaged or destroyed in the performance of duties. Employees seeking consideration for compensation will file with the U.S. Navy Judge Advocate General Corps. The Navy Claims System, Code 15 develops, implements, and processes all claims brought for or against the Navy under the following statutes: Federal Tort Claims Act, Military Claims Act, Foreign Claims Act, Military Personnel and Civilian Employee Claims Act, Federal Claims Collection Act, Medical Recovery Act, and the Freedom of Information Act.

## **Article 11 Health and Safety**

**Section 1.** The Employer will assure that safe and healthful working and living conditions are provided for unit employees that are consistent with the provisions of applicable laws and regulations. To this end, the Employer agrees that the Employer's Fire Protection and Fire Prevention Program will comply with existing and future NFPA and OSHA standards and/or regulations as adopted by D.O.N. 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 and to report observed safety and health hazards to the Employer in accordance with applicable procedures.

**Section 2.** The Employer agrees to safely staff and operate all required Fire Apparatus pursuant to the provisions of higher authority law, rule, regulation, instruction and policy. The Employer agrees that any deviation from the minimum safe staffing requirements established by the Department of Defense (DOD) and the Department of Navy (DON) will only be accomplished after a waiver has been granted by the Secretary of the Navy and/or his/her designated representative. The Employer further agrees to notify the Union in writing of their desire to reduce safe staffing levels below the minimum requirements. The Union will be provided copies of all requests for waivers initiated by the Employer in addition to any approved waivers granted by the Secretary of the Navy upon request.

**Section 3.** Protective clothing furnished to unit employees will be in accordance with the requirements of NFPA Standards 1500, and 1971 (latest revisions). Employees shall be responsible for the condition of items furnished and the return of such items as required by the Employer. Equipment utilized by unit employees will also be in accordance with the requirements of NFPA Standards 1500 (latest revision). The Employer agrees to provide/replace/repair protective clothing and equipment when damaged or worn out. Personal protective clothing will be hydrostatically tested to NFPA 1581 Standards. This clothing/equipment includes, but is not limited to, Firefighters protective clothing, footwear, gloves, helmets, SCBA masks, respirators, prescription safety glasses, inserted prescription lenses for SCBA mask, coveralls, eye protection, hearing protection, integrated safety harness, and protective hoods. Existing New Equipment MOA of December 2012 will remain in effect. In addition, the Employer agrees to allow 2" by 2" adhesive union logos on helmets as long as it does not interfere with safety of personnel or equipment.

**Section 4.** The Employer agrees all emergency equipment assigned to the operation of the Fire Department will receive priority maintenance to ensure it is in safe operating condition at all times. The Employer shall provide for testing and inspection, as applicable to apparatus and equipment used by the fire protection and inspection divisions. The results of these tests will be made available to the Union upon request. The Employer agrees to take prompt and appropriate action when unsafe conditions involving apparatus and/or equipment is reported to or observed by the Employer. New and replaced equipment will meet applicable standards.

**Section 5.** With the ongoing concern toward the spread of infectious diseases, the employer agrees to provide for the protection of bargaining unit employees in accordance with applicable law, rule, regulation, directive, or instruction. The Parties mutually agree to fully support initiatives developed to provide educational information to employees designed to increase awareness and understanding of infectious/communicable diseases.

**Section 6.** The employer agrees that after the initial medical physical by the Employer upon being hired, unit employees (at their own expense and on their own time) have the option of having certain components of the firefighter physical exam performed by their personal physician (in accordance with NFPA 1582 [2013] section 7.4.2), at no cost to the Employer, or by the Employer's Designated Medical Personnel at no cost to the Employee. The employee must bring in results of the physical to the Employers Designated Medical personnel within thirty (30) days after, their required physical. All Physical Examination results will be annotated on the appropriate Department of Navy's forms. In addition, the Employer agrees, that all unit employees will be inoculated for all communicable diseases, pursuant to existing laws, rules, and regulations.

**Section 7.** The employer agrees that employees exposed to infectious diseases, hazardous substances, toxic fumes, epoxy paint, radiation, etc., shall be given the appropriate medical care or physical evaluation (as deemed appropriate) as soon as practical. The employer will maintain up to date records for all bargaining unit employees.

**Section 8.** The Employer will welcome suggestions from the Union and unit employees that offer practical and economically feasible ways of improving safety conditions in the Fire Department.

**Section 9.Rehabilitation During Emergency Operations.** The Employer shall maintain an awareness of the condition of unit employees operating with their span of control during emergencies and ensure that adequate steps are taken to provide for their safety and health. The command structure shall be utilized to request relief and/or reassignment of fatigued crews and/or call backs to off duty personnel. The Incident Commander shall consider the circumstances of each incident/hazardous standby and make suitable provisions for rest and rehabilitation of unit employees operating at the scene. These considerations will include medical evaluation and treatment, food and fluid replenishment, and relief from extreme climatic conditions, according to the circumstances of the incident and/or hazardous standby.

**Section 10.** The Union president or dually appointed union official will have a seat on the CNRMA District 6 NFPA 1500 Safety Committee and/or any other said committee in regards to health and safety of any bargaining unit member(s).

## **Article 12 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 (24) hour tours of duty totaling one hundred and forty four (144) hours in a pay period with each Employee receiving one (1) day informally known as a Kelly Day and not to be misconstrued with unscheduled days during the pay period. The tour of duty of Fire Prevention Inspectors is five (5) days per week with one (1) tour as an overnight tour totaling a sixty (60) hour work week.

- A. Normally Fire Inspectors will receive notification of their normal overnight work tour three (3) days prior to the start of their scheduled/unscheduled overnight tour but not to include other scheduled overtime tours.

**Section 2.** The Union and the Employer agrees that when changes in established work periods and tours of duty effecting unit employees become necessary, the Employer will consult and/or negotiate the impact and implementation of such proposed changes with the Union as required by law.

**Section 3.** A firefighter/fire inspector/lead firefighter is performing actual work when standing roll call, inspecting and maintaining fire apparatus and fire suppression and EMS equipment, inspecting buildings and areas, giving and receiving training in fire prevention and suppression, being present at meetings and gatherings, being present at “hot work” or “weapons loads” etc., and other types of operations where the danger for fire or a medical emergency is present, preparing and maintaining reports and records, standing watches, receiving or transmitting emergency communications, assigned to functions that deal with the public, being alert on drills and emergencies, and at other times, suppressing fires and performing various Fire/EMS/Hazmat/Rescue service related duties as assigned by the Employer. Normally the work day starts at 0730hrs and the work day ends at 1600hrs approximately an eight (8) hour work day, with breaks for breakfast, lunch, and dinner at reasonable times throughout the tour of duty.

**Section 4.** The Employer and the Union agree that work mission essential tasks must be performed to satisfy customer demands. To protect personnel from injury, mishap, and work suffrage the Employer will make every reasonable effort to keep tasks during times of physically extreme weather to a minimum in order to protect the welfare of the unit. Management will consider the Navy’s flag system when making these determinations.

**Section 5.** The Employer agrees that management-initiated security/fire/RADCON and/or other training drills should be scheduled during such times so that it has no impact on the employees’ normal departure. If a non-exempt Employee is detained for any reason beyond normal departure time by a management-initiated action, compensation will be determined in accordance with the Fair Labor Standards Act.

**Section 6.** A firefighter/fire inspector/lead firefighter on duty in the fire station is in a standby status during the periods he/she is not engaged in performing actual work. The Union understands the Employer has the right to assign work during the tour of duty; however, “make work/busy work” is discouraged.

**Section 7. Transfers/Swaps.** The Employer agrees if it becomes necessary to transfer any individual(s) from one shift to the other for staffing or other special circumstance(s), it will notify that employee(s) in writing fifteen (15) days prior to executing such transfer. The Employer agrees to allow unit employees to swap K days as long as the K days are within the same pay period and the employees’ immediate supervisor is notified in writing normally twenty-four (24) hours prior notice. The Employer agrees to allow employees to swap shifts within the same pay period as long as the employee(s) has obtained written permission to do so normally twenty-four (24) hours prior to the shift swap in accordance with applicable law and regulations.

**Section 8.** The Employer will attempt to compensate unit personnel on duty with equivalent standby time when Base activities (special events, trainings etc.) occur during normal standby time and/or weekends and/or holidays. Compensation of time for on duty fire personnel of the shift the circumstance(s) occurred on, will be given to those unit personnel hour for hour on the next scheduled work weekday or as close to the weekday the circumstance(s) occurred on. The Union agrees and understands this compensation will occur without compromise to the mission(s) of fire and emergency services and all services it provides.

## **Article 13 Overtime**

**Section 1.** Employees who perform authorized overtime services shall be compensated in accordance with 5 USC 5542, (pay or compensatory time). Overtime shall be assigned fairly and without discrimination among qualified employees of the Fire Department. Upon written request the Employer will make existing records of overtime for employees of the unit available to Union Officers and Stewards in accordance with SECNAV M5210.1, for the period of time requested, to aid in the settling of complaints and grievances.

### **Section 2. Mandatory Overtime.**

a.) An additional shift required by the Employer beyond a Unit employee's regular shift will be manned in one of the following manners:

1. Two (2) unit employees will staff the twenty-four (24) hour shift on a twelve (12) hour and twelve (12) hour basis in accordance with their standing on the overtime list.
2. Two (2) unit employees may staff the shift working a mutually agreeable number of hours each. These will normally be full hour (60 minute) increments, and must be approved in advance by a designated management official.
3. In the event the relieving employee is unable to report as scheduled, the working employee will remain on duty until properly relieved. In the event the additional hours place a hardship on the working employee, he/she may be excused at the supervisor's discretion and the employer will attempt to find a replacement, selecting from the overtime list utilizing the normal rotation.
4. Overtime shifts of less than or equal to sixteen hours will normally be staffed by a single employee utilizing the current overtime list.
5. An employee remaining on duty due to unscheduled overtime will be allowed to obtain food or hygiene-related items as required for the overtime shift, in accordance OPNAVINST 11320.23.
6. Exceptions.
  - A. To the maximum extent possible, employees on annual leave, Kelly day, and trade time periods will not be required to work mandatory overtime.
  - B. At the Employer's discretion, employees may be bypassed for mandatory overtime for attendance of a funeral, wedding, medical appointment, and/or other reasons.

7. An employee on sick leave (S/L) will not be called for overtime and will remain on the top of the overtime list until he/she returns to work.

8. As employees complete mandatory overtime assignments, they shall be credited for having worked the overtime regardless of the amount of overtime worked. The next person on the list will then be obligated to the next mandatory overtime assignment.

b) For certain special events, the Employer may solicit qualified volunteers to work overtime before mandating overtime utilizing the normal overtime list and rotation

c) Normally an employee will not be expected to work more than 72 hours of mandatory overtime consecutively.

### **Section 3. Voluntary Overtime.**

a) Once an employee chooses to work overtime for the following shift he/she may not change his/her decision, once approved by the Employer. If the employee who volunteers for overtime has an unexpected emergency, the employee may solicit another qualified volunteer to take the assignment subject to management approval.

b) Employees volunteering for an overtime assignment will make their availability known to the on-duty supervisor at the beginning of the shift.

c) Volunteers will not receive credit on the overtime list for any hours worked. Volunteers will maintain placement on the mandatory overtime list.

### **Section 4. General Provisions.**

a) An employee shall receive a minimum of two (2) hours of pay or compensation time in accordance with applicable regulations if he/she is called back to work for irregular, unscheduled overtime outside of his/her regular hours of work. All callback overtime shall be considered as forced overtime and so recorded. Unit employees held over a short period past the end of their regular shift will be paid for overtime in tenths of an hour with a two-tenths (2/10) minimum in accordance with 29 CFR785.48b and SLDCADA timekeeping policies.

b) The Employer will normally post a copy of the standing, current overtime list by 1000 hours each day on the official bulletin boards at both stations. If during the course of the shift, the Employer is made aware of needed overtime, every effort will be made to notify the employee(s) seventy-two (72) hours prior to the start of the shift, or as soon as possible.

**Section 5.** Overtime will be authorized, computed, and paid in accordance with applicable regulations.

**Section 6.** Overtime required for preplanned special events will require 72-hour advance notice to employees when practicable.

**Article 14**  
**Seniority**

**Section 1.** Wherever used in this AGREEMENT and wherever not in conflict with existing law or directives of higher authority, seniority shall be defined as length of service as a civilian employee holding an appointment at Naval Submarine Base New London covered by this AGREEMENT.

**Section 2.** In the case of employees with broken service, defined as twelve (12) consecutive calendar months or less, seniority shall be computed as defined in Article 14 Section 1.

**Section 3.** Upon an employee's return to the bargaining unit, the Employee will provide the supervisor with the official government document(s) required (i.e. SF-50) to make a determination of the employee's internal seniority status at Submarine Base New London.

## **Article 15 Annual Leave**

**Section 1.** Annual leave shall be earned and administered in accordance with applicable regulations and 5 USC 630.

**Section 2.** Annual leave to an employee's credit, including leave that will accrue to him/her during the year, may be granted at any time during the year at a minimum of quarter-hour (1/4) hour increments. However, employees requesting advance leave must make it known to their supervisor to prevent pay loss.

**Section 3.** The Employer agrees to develop tentative schedules of annual leave for vacation purposes. Every reasonable attempt consistent with workload requirements will be made to satisfy the desires of the employees with respect to the approval of two (2) consecutive weeks of annual leave for vacations. Subject to the needs of the Employer, requests for annual leave shall be submitted on Standard Form 71 to the immediate supervisor during the period one (1) through thirty-one (31) December. Supervisors will post and inform employees approved vacation schedule no later than thirty-one (31) January. If a conflict arises during the scheduling, it is agreed that the employee within the same occupation and level in the organizational element concerned who possesses the greatest seniority as defined in Article 14 of this AGREEMENT will be given first preference of the desired time with subsequent choices based on the same criteria. Once an employee has made his/her selection, he/she shall not be permitted to change his/her selection if such change will disturb the choice of another employee. Supervisors may approve a change in selection provided another employee's selection is not disturbed. Approved leave will be confirmed in writing on request.

A. Requests for annual leave by unit personnel for legal holidays shall be approved on an equitable, rotational basis.

**Section 4.** Employees' request to take short periods of annual leave will usually be granted, subject to Employers workload, if reasonable notice has been given to his/her immediate supervisor or designated alternate. When annual leave has been requested, the supervisor will render a decision as soon as practicable. Approval of annual leave for emergencies will be granted on an individual basis. Applications for annual leave shall be submitted in writing on Standard Form (SF) 71. The immediate supervisor will note his/her decision in writing on the (SF) 71 and return it to the employee. If the decision is to disapprove, a brief statement of the reason will be provided on the (SF) 71 form(s).

**Section 5.** Special consideration, subject to the needs of the Employer, will be given by the Employer to granting annual leave upon request in circumstances such as, but not necessarily limited to the following:

A. The employee's birthday

- B. Weddings
- C. Funerals of family members
- D. Graduations
- E. Non-federal holidays
- F. Religious observances
- G. Attendance at conventions of veterans' organizations or other organizations of which the employee or family member is a member of.

**Section 6.** The Employer agrees to encourage unit members in the taking of short periods of leave at frequent intervals throughout the year to avoid the accumulation of large balances of annual leave which must be taken or lost at the end of the leave year. Employees possessing in excess of thirty (30) days annual leave are jointly responsible with their supervisors for developing a leave schedule to avoid excessive use of leave in the last three (3) pay periods in the leave year.

A. Management will make every effort to ensure employees will not forfeit use or lose annual leave. If an employee in a use or lose status cancels any or all parts of scheduled annual leave, the employee will indicate so in writing to the Assistant Chief one calendar day prior to the date the leave was scheduled to begin. Exceptions may be made on a case by case basis. The employee must also state that he/she does not wish to take leave and understands that he/she may lose if it is not rescheduled before the end of the leave year. Scheduled use/lose leave that is cancelled by the employee will not be rescheduled until all other employees with use/lose leave have their leave scheduled and approved.

B. Management will make every effort to ensure employees will be afforded the opportunity to take all leave that is scheduled. It is understood that carryover of use/lose leave may not be made available to employees who have elected to cancel all or part of a scheduled leave period.

C. No employee will be required to forfeit their scheduled leave so another employee may take their use or lose leave.

**Section 7. Military Leave:** Employees may be granted military leave, accrued annual leave and/or Leave Without Pay (LWOP) for active duty, inactive duty, military training or development in accordance with applicable law, rule, or regulation. Employees will provide an advance copy of military orders before leaving as well as certification showing completion of military service obligation upon return to duty.

**Article 16**  
**Sick Leave**

**Section 1. Requesting Sick Leave**

- a) Employees shall earn sick leave in accordance with applicable agency and OPM regulations and law. The unit employee is primarily responsible for notifying the employer of his/her absence prior to the beginning of the work shift and request leave in accordance with appropriate regulations.
- b) Employees will request sick leave via the on duty Assistant Fire Chief or acting Assistant Fire Chief of the district to which they are assigned.
- c) It is recognized that there may be situations where the unit employee is incapacitated due to illness or injury. During these times of incapacitation, the employer will accept notification of a unit employee's absence from a designee prior to the beginning of the work shift.
- d) After the employee's designee notifies the Employer regarding the employee's absence the unit employee must personally contact his/her on duty Assistant Fire Chief or acting Assistant Fire Chief as soon as practicable to provide additional information regarding his/her leave request/status.

**Section 2.** Sick leave shall be requested and approved in advance for visits to physicians and other medical practitioners. The employee shall advise the shift supervisor with as much advance notice as possible. The employee shall make reasonable effort to plan these visits on their off-days.

**Section 3.** In accordance with governing regulations, unscheduled sick leave requests must be accompanied by administratively acceptable evidence. Normally, the employee's certification will be sufficient to support a charge to sick leave for absences of 3 working days or less. Periods of absence on sick leave in excess of 3 working days shall be supported by administratively acceptable evidence, or if the employee is under a Letter of Requirement.

**Section 4.** Employees will provide a reasonable brief explanation of why they need sick leave. Employees may request and be granted annual leave for sick leave reasons but must document their illness/injury on the request for leave (OPM form 71) and submit it as soon as possible.

**Section 5.** When it is indicated by the physician/practitioner that an illness/injury will be of an extended duration, a letter from the physician/practitioner attesting to the probable duration of the illness/injury, within fifteen days of the Employer's request, may be accepted in lieu of the OPM Form 71 (Request for Leave) until time permits the employee to submit the OPM Form 71.

**Section 6. Resolving Sick Leave Abuse.**

- a) Prior to imposing a requirement for a bargaining unit employee to provide administratively acceptable evidence to be absent from work due to medical reasons, normally management will counsel

an employee as an initial measure with regard to the possible abuse of sick leave and the basis for such concern. The basis for such concern is a discernable pattern of sick leave abuse.

b) If counseling does not resolve the sick leave abuse the supervisor may initiate a Letter of Requirement for administratively acceptable evidence. Supervisors will periodically review the requirement, initially (6) six months from the date of issue and (1) one year after issuance. A Letter of Requirement will be rescinded if the supervisors believe on such periodic review there is no basis for continued possible abuse, however, if the supervisor believes the abuse will continue the Letter of Requirement may be extended.

**Section 7.** Employees may be considered for advanced sick leave subject to 5 CFR 630 provided that; (1) the employee has no accrued sick or annual leave; (2) the employee is not currently under a Letter of Requirement for suspected leave abuse; and (3) the employee submits administratively acceptable evidence of a serious illness or injury.

**Section 6.** When an employee is sent home by Occupational Health or the Employer's designated official or other facility due to injury or illness, it will constitute the first notification of illness or injury for a maximum period of one (1) additional twenty-four (24) hour tour.

**Section 7.** Sick leave will be granted in one half (1/2) hour increments. Annual leave may be requested in lieu of sick leave.

**Section 8.** An employee's sick leave record will be made available to them or his Union representative upon the employee's written request and/or release.

**Section 9. FMLA:** Employees may request approval for leave under Family and Medical Leave Act (FMLA) provisions in accordance with applicable law, rule, or regulation.

## **Article 17 Injury Compensation**

**Section 1.** It shall be the policy of the Employer that any employee who is injured in the performance of his/her duties shall receive assistance in filing a claim for benefits which may be available to him/her and without undue delay. In this connection, the Employer shall designate an official for assuring that the Employer's obligation under the Federal Employees Compensation Act is promptly and efficiently discharged.

**Section 2.** An employee who suffers a traumatic work-related injury will be provided emergency care at an appropriate medical facility.

**Section 3.** The Employer agrees that such employees will be provided with the necessary forms to make applications for additional benefits provided by the Labor Department under the Federal Employees Compensation Act. The Employer further agrees to provide assistance to employees in completing such forms and to process such forms without undue delay.

**Section 4.** An injured employee is entitled to first aid and medical care for an injury; this includes hospital care when needed. The medical care is to be provided by any duly qualified private physician or hospital of the employee's choice. When travel is necessary to receive medical care, the employee may be furnished transportation or may be reimbursed for travel and incidental expenses by submission of a claim to the Department of Labor.

**Section 5.** An employee who sustains a disabling job-related traumatic injury is entitled to continuation of his/her full pay for a period not to exceed forty-five (45) calendar days in accordance with applicable laws and regulations.

**Section 6.** When an employee's disability extends beyond the period covered by continuation of pay, the employee may apply for compensation. The Department of Labor will determine the amount of compensation and the duration, based upon regulations in effect at that time. The compensation will be paid as long as there is a loss of wage earning capacity.

**Section 7.** When a Union representative has been designated by an employee to represent them, the Employer will make the non-medical records of the case available to the employee and his representative upon request, or to the representative alone if he has written release from the employee. Employee medical records must be obtained from the Branch Medical Clinic by the employee.

**Section 8. Light Duty.** The Employer agrees that, in accordance with applicable instructions, the policy of CNRMA FE&S District 6 is to utilize to the extent practicable those unit employees who are temporarily medically restricted so long as their services can be used effectively and their work will not cause further harm to themselves as determined by the employee's physician. The Employer shall make every

reasonable effort to utilize bargaining unit members within the fire department at District 6 Stations 23 and 24. This Article shall be applied to both on the job and non-job related illnesses or injuries, which require medical restrictions in accordance with applicable law, rule, or regulation.

**Article 18**  
**Civic Responsibilities**

**Section 1.** Since jury duty is a civic responsibility; it is the policy of the Employer to request release of an employee from jury service only in those exceptional cases where the public would be better served by the employee remaining on the job. Before being granted court leave, the employee shall complete a (SF) 71 form and submit it to the Employer together with a true copy of his/her summons for jury service. Upon completion of his/her service, the employee shall present to the Employer satisfactory evidence of the time served on such duties.

**Section 2.** The Employer encourages unit employees to serve on jury duty and may be excused from work without charge to leave for the time necessary to travel to and from the jury site.

**Section 3. Voting.** Employees may be excused from duty without charge to leave in order to vote or register in any election or referendum on a civic matter in the community in which they live. The employer will excuse employees for that length of time that will allow them three full hours after the polls open and before the polls close whichever is the lesser amount of time. Although the preferred method is to allow employees to vote at the first opportunity in the morning of Election Day, nothing precludes management from making other arrangements to excuse employees to vote to ensure there is no interruption in the employer's operations. Employees scheduled to work on Election Day who intend to vote shall notify their supervisor the shift prior to Election Day or as soon as feasibly possible. Any employee on overtime on Election Day will be given opportunity to vote once they notify their supervisor so that appropriate arrangements can be made to release them to vote.

**Section 4. Bone Marrow Donor Program.** Employees are entitled to use up to seven (7) days paid leave each calendar year to serve as a bone-marrow donor. An employee is also entitled to use up to thirty (30) days each calendar year to serve as an organ donor. Leave for bone marrow and organ donation is a separate category of leave that is in addition to annual and sick leave in accordance with 5 USC 6327.

**Article 19**  
**Leave of Absence**

**Section 1. Leave Without Pay (LWOP)**

a) Leave Without Pay (LWOP) may be approved for enrollment in academic courses or training that would be of benefit to the agency or protection of employee status and benefit eligibility pending action on claims for disability retirement or injury compensation.

b) Upon notification to the employer, employee representatives designated by the Union as elected or appointed to a National Union office or as a delegate to any Union activity necessitating a leave of absence may be granted annual leave or approved LWOP (up to 1 year at one time) and may be extended in one year increments.

**Section 2.** Employee's returning to duty from approved leave of absence will be granted such rights, privileges, and seniorities to which they may be entitled at that time in accordance with applicable statutes and regulations.

**Section 3.** Employees in an approved leave of absence without pay status shall accrue all rights and privileges in respect to retirement status and coverage under the Federal Employee Health Benefit Program to which they may be entitled in accordance with applicable statutes and regulations.

**Section 4.** An employee on approved leave of absence shall, on the termination of such leave, be returned to the position he/she held at such time as his leave began in accordance with applicable rules and regulations.

**Section 5.** FMLA: Employees may request approval for LWOP under Family and Medical Leave Act (FMLA) provisions outlined at 5CFR630.1201-1211.

## **Article 20 Trading of Time**

**Section 1.** The Employer and the Union agree with the concept of permitting employees to relieve one another when certain work conditions exist in accordance with timekeeping and payroll law, rule, and regulation. The Employer recognizes that permitting trading of time serves to enhance the employee's quality of life, while the Union recognizes this privilege cannot be exercised when it might interfere with the efficient performance of mission related work. Thus, the Employer and the Union agree to permit trading of time in accordance with the following conditions.

A. Hours traded between employees must be completed within the same pay period.

B. The minimum amount of work time traded will be one (1) hour.

C. Employees desiring to trade time will make such request to their immediate supervisor normally at least twenty-four (24) hours in advance (except in unusual or extenuating conditions) in writing. If the immediate supervisor is not on duty the request will be made to the senior fire officer on duty or his/her designee.

**Section 2.** The parties agree it is the intent of this article to provide a method for unit members to trade hours of work when the above procedures have been followed and approved. It is also agreed between the parties that it is not the intent of this article to require the Employer to pay overtime because of the trading of work.

**Section 3.** The Employer agrees with the concept of early- and late-relief when approved for use by the supervisor. Early- and late-relief may be curtailed or not allowed when an employee abuses the practice to accommodate habitual tardiness.

**Section 4.** A Trade Time Request Form will be used to request and document trading of time for timekeeping records purposes.

### Trade Time Request Form

Name (Last, First, MI) of person requesting trade			Employee #
Platoon Assigned	Kelly Group	Date requesting off	Time requested off
Name (Last, First, MI) of person trading with requestor			Employee #
Platoon Assigned	Kelly Group	Date requesting off	Time requesting off
Signature of Requestor		Signature of person trading with requestor	
Name, Day, and Time to be working (Requestor)			
Name, Day, and Time to be working (Trader)			
By the above signature, I am eligible and obligate myself to perform all duties of the other person with whom I am trading time.			
Approved <input type="checkbox"/> Disapproved <input type="checkbox"/>		Assistant Fire Chief Signature	
Approved <input type="checkbox"/> Disapproved <input type="checkbox"/>		Assistant Fire Chief Signature (if out of district trade)	
Reason for Disapproval			

## **Article 21 Training**

**Section 1.** Training will be conducted in accordance with all applicable Federal and/or State of Connecticut, Department of Defense (DOD), Department of Navy (DON), and mission requirements.

**Section 2.** Weather conditions shall be factors for consideration in administering outdoor training.

**Section 3.** The Employer agrees to consider approving annual leave or TDY (as deemed appropriate by a supervisor) for unit employees attending non-Government Fire- and/or EMS-related and/or Hazmat-related courses. Requests for such training must be submitted in writing (along with course brochure) to the training officer, via the shift supervisor or going directly to the training officer. The employee will furnish his/her supervisor with a copy of the certificate of training upon completion of the course.

**Section 4.** The Employer recognizes the need to maintain the proficiency of Emergency Medical Technicians (EMT) and agrees to provide the necessary equipment for EMS training and will provide the initial and recertification of Emergency Medical Technician training to all bargaining unit members. The Employer agrees that all mandatory EMS related training will be accomplished while in an on duty status and with no cost to the employee.

**Section 5.** Pursuant to DOD 6055.6 all unit employees are required to participate in the DOD Fire and Emergency Services Certification Program as a supplement to the GS-0081 Job Series. Certification levels are the minimum qualification standards for the GS-0081 positions. Individuals must be certified at these levels before being eligible for promotions, transfers, and certain details. The Employer shall provide counseling, training, training aids/library, trade journals/magazines and guidance to all employees in an effort to assist them in remaining current in their assigned positions and for the purpose of maintaining or acquiring the required certifications as described by any laws, rules, and regulations of DOD and/or the State of Connecticut and New London County, as applicable.

**Section 6.** The Employer will maintain training records on each Employee. A copy of his/her training record will be made available to him/her within five (5) days of request.

**Article 22**  
**Position Descriptions**

**Section 1.** The Employer agrees to maintain current and accurate position descriptions for all GS-0081 positions within and any other positions within the bargaining unit. A copy of amended position descriptions will be sent to the Union.

**Section 2.** If a unit employee believes that his/her position description does not properly describe or reflect the duties that he/she is performing, he/she has the right to request, through his/her immediate supervisor, that his/her work assignment be reviewed. If a satisfactory resolution of his/her complaint is not reached, the employee may grieve through the negotiated grievance procedure.

**Section 3.** It is understood and agreed that a position description is a written statement of the duties and responsibilities assigned by the Employer to a position which defines the kinds and range of duties the employee(s) may be expected to perform during the time he/she remains in the position. When the Employer determines that descriptions of positions within the Unit are to be rewritten, the Employer agrees to inform the Union and discuss and give consideration to the views of the Union in accordance with Article 2.

**Article 23**  
**Promotions and Hiring Practice**

**Section 1.** Merit promotion will be carried out in accordance with applicable agency and Office of Personnel Management (OPM) regulations. It is understood changes may require bargaining in accordance with governing law. Promotion tools could include the use of the agency's automated staffing program, Management Identification of Candidates or any other appropriate source.

**Section 2.** Unit employees that are candidates for promotion shall be given the following information upon request:

1. Whether the employee was considered for promotion and, if so, whether eligible or ineligible.
2. Whether the employee was one of those in the group from which the selection was made.
3. Who was selected for promotion.
4. Upon request, the employee's supervisor shall identify what areas, if any, the employee should improve to increase his/her chances for future promotions.

**Section 3.** When a unit employee is temporarily promoted, for a period of more than fourteen (14) consecutive calendar days, he/she will receive the pay applicable to the higher position commencing with the effective date of the temporary promotion.

**Section 4. Equal Employment Opportunity.** The Employer and the Union agree to cooperate in providing equal employment opportunities for all persons; to prohibit discrimination because of age, race, color, religion, sex, sexual preference or national origin, handicapped; and to promote the full realization of equal employment opportunity. The Employer and the Union will conduct a continuing campaign to eradicate prejudice on the bases described in this section in implementing personnel policies, practices, and matters affecting working conditions.

**Section 5.** Upon request of the Union, the Employer will provide information about the number of bargaining unit vacancies.

**Section 6.** The Employer will make every effort to fill vacancies as expeditiously as possible

**Article 24**  
**Drug Free Workplace Program**

**Section 1.** The parties agree that the Drug Free Workplace Program will be managed and conducted in accordance with the current Installation Civilian Drug Free Workplace Program Instruction.

**Article 25**  
**Travel Time and Compensation**

**Section 1.** The Employer agrees, whenever it is practicable to do so, within applicable regulations, to schedule travel during regular duty hours by the most direct and expedient mode of travel. In unavoidable situations, the District Chief or his duly appointed official shall record his reasons for ordering travel outside the employee's regular work hours and shall furnish a copy of his statement, upon request, to the employee concerned.

**Section 2.** Unit employees required to perform authorized overtime services beyond their regularly scheduled workday while on temporary duty, shall be compensated in accordance with applicable rules and regulations.

**Section 3.** Employee's temporary duty, including travel for training purposes, shall be reimbursed for expenses in accordance with appropriate travel laws, rules, and regulations.

**Section 4.** Travel claims submitted by employees upon completion of their travel will be expedited by the Employer to the applicable Finance Office for processing.

**Article 26**  
**Performance Appraisal**

**Section 1.** The Employer and the Union agree to the Navy's performance rating program.

**Section 2.** Progress review: A progress review shall be held for each employee normally half way through the appraisal period. Progress review means a review of the employee's progress toward achieving the performance standards and/or performance objective and is not in itself a rating.

**Section 3.** When it comes to a supervisor's attention that an employee's performance is declining to a level close to unacceptable, the supervisor shall counsel the employee and encourage him/her to improve. A written record of the date(s) of the counseling shall be maintained by the supervisor and a copy provided to the employee.

**Section 4.** When a supervisor determines that an employee is performing below the acceptable level on one or more critical elements or critical work objectives, in accordance with 5 USC 430 and 432, the employee will be notified of:

1. The critical elements and/or critical work objectives which are not being met
2. The types of improvements to be demonstrated to attain the acceptable level
3. Assistance to be provided the program devised to bring him/her into compliance.
4. Reasonable period of time, to attain a satisfactory level.

**Section 5.** Appropriate guidance and reference materials will be identified and made available to employees by their supervisor or training officer to ensure satisfactory job performance.

**Section 6.** Critical performance elements and standards will be attainable, reasonable, realistic, objective, and based solely upon the requirements of the employee's position.

**Section 7.** The Employer will, upon request, provide to the Union performance plans for specifically identified bargaining unit positions.

**Section 8.** When rating employees or otherwise applying performance standards, consideration will be given to factors which affect the employee's performance that are beyond his/her control.

**Section 9.** Performance standards for identical positions which are performed in identical manner under the same supervisor should be uniform.

**Article 27**  
**Awards and Suggestions Program**

**Section 1.** Incentive awards are used in recognition of superior accomplishment or other personal effort that contributes to the quality, efficiency, economy, other improvements to the mission of the organization.

**Section 2.** Unit employees may be appropriately recognized for adopted suggestions as well as for superior accomplishment.

**Section 3.** Employees wishing to submit a beneficial suggestion will do so through their appropriate chain of command for investigation, analysis, review and determination whether to adopt the suggestion.

**Section 4.** The Parties agree to use applicable Agency instructions to implement and operate the incentive awards program.

**Section 5.** The Union President or designee may be present as an observer during nomination and the selection process of only bargaining unit employee awards.

**Article 28**  
**General Provisions**

**Section 1. Retirement Counseling.** The Employer agrees that any unit employee(s) who contemplates retiring within the ensuing six (6) months shall be afforded retirement counseling to insure the interests of the employee are protected. Such counseling shall be provided by a retirement counselor and shall include information on alternative retirement plans for which the employee(s) is eligible. In the event questions arise which cannot be resolved by the retirement counselor, the employer agrees to make reasonable efforts to resolve the issue by contacting the Office of Personnel Management or by forwarding the employee's request for resolution to such office. In addition, unit employees contemplating retirement will be permitted to attend a Government sponsored retirement seminar (if available) at no cost to the employee.

**Section 2. Civilian Employee Assistance Program (CEAP).** The Employer agrees to support a Civilian Employee Assistance Program designed to assist employees in overcoming performance or conduct problems caused by alcohol or drugs or by other personal problems. Recognizing that alcohol and drug abuse are treatable illnesses, the partners jointly encourage unit employees affected by such illnesses to seek treatment through CEAP or other appropriate means without fear of reprisal or discrimination. The Union and the Employer further agree that failure on the part of any unit employee suffering from alcohol or drugs abuse to participate and remain in a medically certified treatment program will be covered by the provisions of the Department of Navy's Drug Free Workplace Program and/or the activity's adverse action procedures and may be subject to disciplinary or adverse action up to and including removal when warranted as the result of due process.

**Section 3. Honor Guard.** The Employer agrees to assist the employees of the unit in establishing procedures relating to an honor guard to be comprised of selected employees of the unit and to be used for any reason considered appropriate by both the Employer and the Union.

**Section 4. Federal Firefighter Funerals.** Federal Firefighters are entitled to be excused from duty to attend the funeral of a fellow federal firefighter, under section 6328 of title 5, USC under these rules, a firefighter's attendance at such a service may be considered official duty, and the agency may pay the employee(s) travel, transportation, and subsistence expenses as provided under 30 USC 1345.

**Section 5. Reduction in Force.** Any reduction in force (RIF) will be carried out under the procedures of governing agency and OPM regulations. The Union will be apprised of a RIF as soon as possible, and may thereafter submit I&I proposals over negotiable aspects of the specific RIF as soon as practical.

**Section 6. Violence in the Workplace.** The Parties agree that violence in the workplace is not tolerated under any circumstance. Should an incident arise, management will take immediate steps to assess the matter. If management determines the violence warrants action, it will contact the proper authorities

to have the offending employee(s) removed from the workplace for the safety and protection of all employees in the workplace.

A. Once steps have been taken to secure the immediate concern, management will advise the Union of the circumstances and the action take to protect the workforce. Upon request, the Employer agrees to meet with the Union President to discuss the situation including the work assignments of the individual involved.

**Article 29**  
**Duration and Amendments**

**Section 1.** This agreement, as executed by the Parties, shall remain in full force and effect for a period of three (3) 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 Defense, unless either Party notifies the other in writing at least 90 days prior to the next anniversary date of intention to renegotiate a new Agreement. When either Party requests to renegotiate the Agreement, the provisions of this Agreement shall be honored until a new Agreement becomes effective, except for those provisions that are contrary to any law, regulation, Executive Order or Public Law 95-454.

**Section 2.** This agreement, except for its duration period as specified in Section 1, may be opened for amendment by either party one time after it has been in force and effect for at least 18 months. Any request for amendment by either party must be written and must include a summary of the amendment(s) proposed and shall be limited to two (2) changes or additions for each side. The parties shall meet within thirty (30) calendar days after receipt of such a request to discuss the matter(s) involved. If the parties cannot resolve the matters presented, they shall proceed with negotiations within forty-five (45) calendar days. 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.

**Section 4.** The Parties may reopen the Agreement at any time by mutual consent. It is agreed that at any time this Agreement may be reopened to modify, add, or delete clauses or articles as may become necessary due to the change in laws and regulations or policy directives issued by higher authority that may warrant changes. Before reopening, the party wishing to reopen will submit to the other party, at least thirty (30) days prior to the desired reopening date, an agenda stating the reasons for the reopening and the changes that are desired.

IN WITNESS WHEREOF, the Parties hereto have entered into this agreement on this 5th day of April, 2018, it being understood by both Parties the provisions contained herein are subject to approval by the Department of Defense.

Approved By the Department of Defense On: \_\_\_\_\_