

NAVAL TRAINING CENTER

Negotiated Agreement



NEGOTIATED AGREEMENT

Between

*NAVAL TRAINING CENTER
FIRE DEPARTMENT*

*THE INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS*

LOCAL F-37

GREAT LAKES NAVAL TRAINING CENTER

GREAT LAKES, ULINOIS

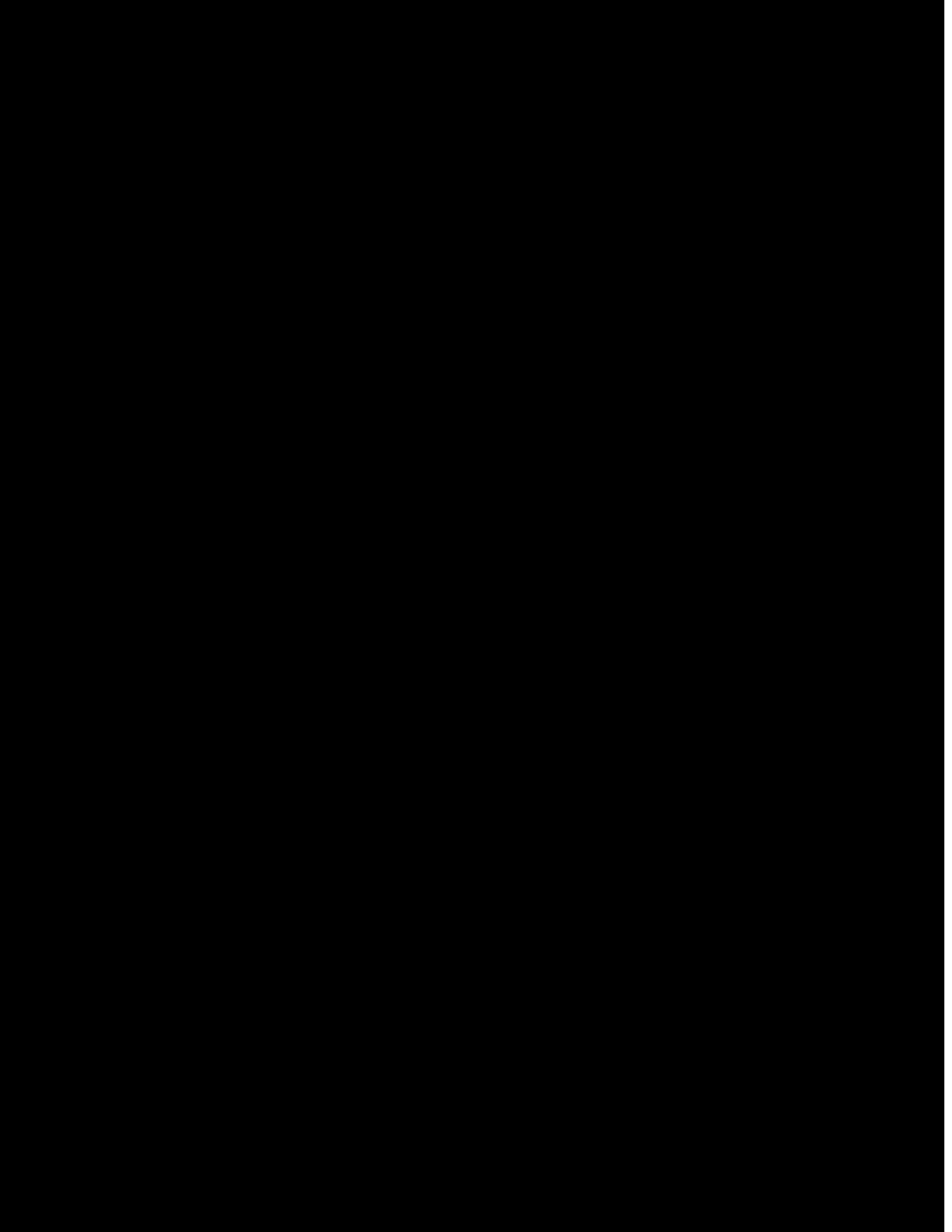
APPROVED BY SECRETARY OF THE NAVY

TO BE EFFECTIVE

27 DECEMBER 1993

Bus Code:

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IN WITNESS WHEREOF, the Parties have entered into this
basic agreement this SECOND day of DECEMBER
1993.

[REDACTED]

FOR THE UNION :

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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This AGREEMENT was approved by the Secretary of the Navy and became
effective on 27 December 1993

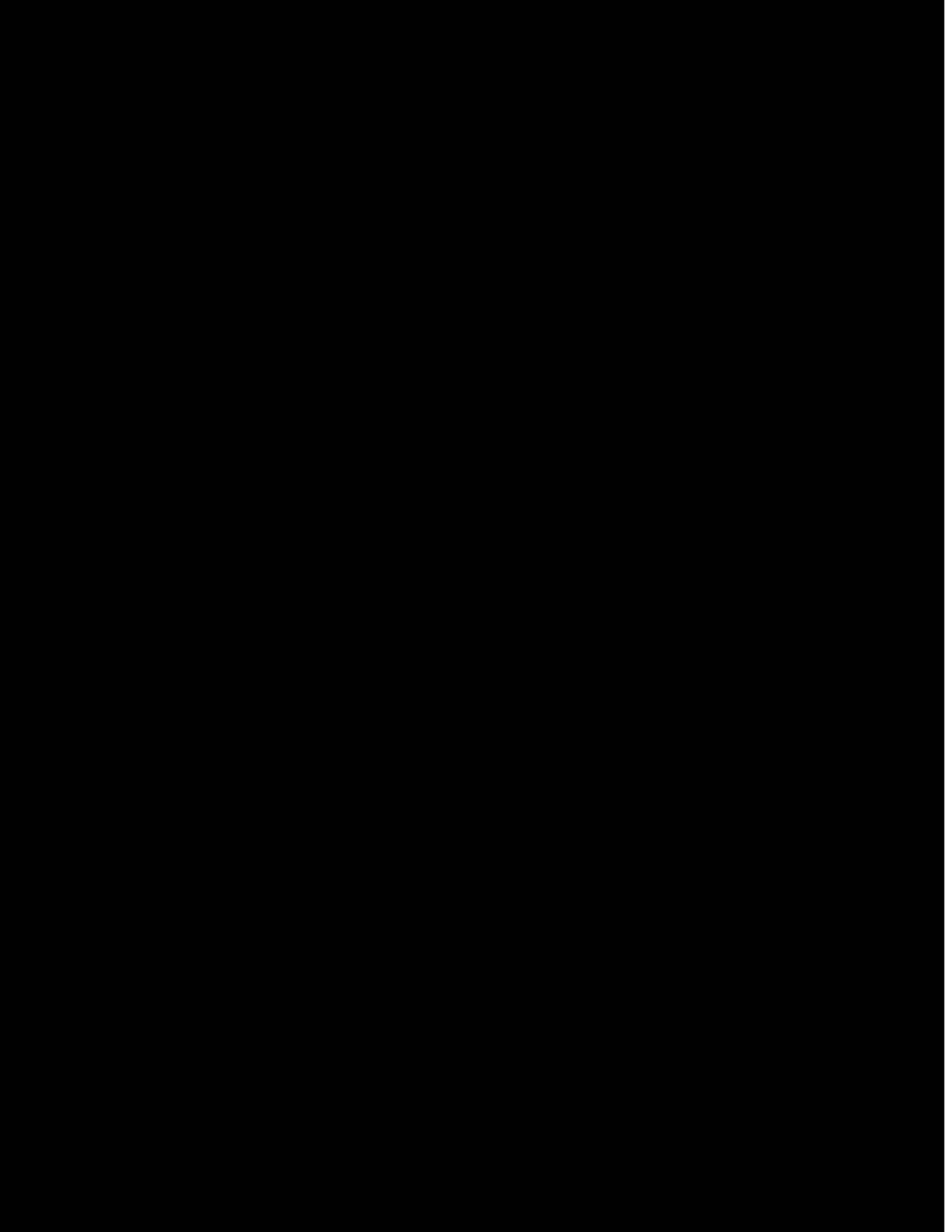
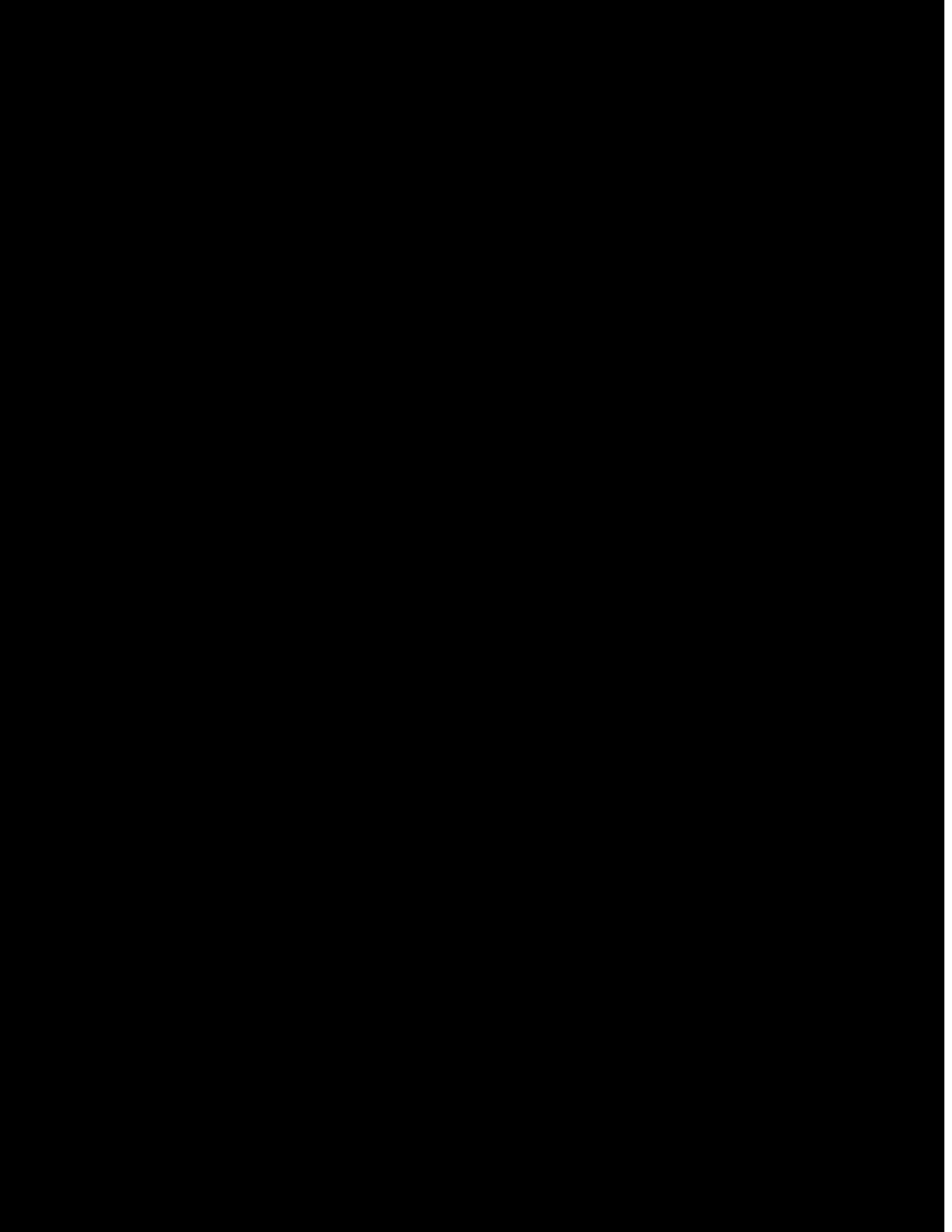


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PREAMBLE

This AGREEMENT is made by and between the Naval Training Center (NTC), Great Lakes, Illinois hereinafter referred to as the "EMPLOYER" and the International Association of Fire Fighters, Local F-37, hereinafter referred to as the "UNION", hereinafter collectively referred to as the "Parties." The Parties agree, that whenever the masculine terms "he", "his", or "him" are used they are meant to include both genders.

WITNESSETH

WHEREAS, the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment; and WHEREAS, the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government; and WHEREAS, this AGREEMENT should be interpreted in a manner consistent with the requirement of an effective and efficient Government;

SUPPORT OF COMMON GOALS

The Employer and the Union agree to support, affirmatively and positively, the following major goals common to both Parties; provision for the participation by employees in formulating and implementing personnel policies and practices affecting the conditions of their employment; safeguarding of employee health and safety; developing and using employee skills; promoting work attendance; improving the utilization of time and materials; promoting the principles of equal employment opportunity; improving the labor-management relationships in dealing between employees and Employer in the conduct of public service as specified in the Agreement.

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

ARTICLE 1

EXCLUSIVE RECOGNITION AND UNIT DESIGNATION

Section 1. The Employer hereby recognizes that the Union is the exclusive representative of all the employees in the unit, as defined in Section 2; including those who are not members of the Union.

Section 2. The Unit to which this Agreement is applicable is composed of all General Schedule non-supervisory employees in the Fire Prevention and Protection series. Included are all employees below the level of Assistant Chief. Standard exclusions stated in the Civil Service Reform Act (CSRA) of 1978, PL 95-454, apply.

ARTICLE 2

PROVISIONS OF LAWS AND REGULATIONS

Section 1. It is agreed and understood that in the administration of all matters covered by this AGREEMENT, the Employer, the Union, and unit employees are governed by existing laws (including the Statute), future laws and existing or future policies and regulations of appropriate authorities, such as Presidential Executive orders, comptroller General Decisions, Office of Management and Budget Issuances, Office of Personnel Management policies and regulations set forth in the Federal Personnel Manual and Department of Defense policies and regulations, Department of the Navy policies and regulations, and NTC policies and regulations.

Section 2. Upon request, on a case-by-case basis, the Employer will furnish the Union a copy of existing NTC Instructions, portions of FPMs, and any regulation or law which involves personnel policies and/or practices and/or matters affecting working conditions of unit employees if normally maintained by the Human Resources Office in the regular course of business and is reasonably available. The Union agrees to pay reasonable costs incurred in furnishing such material. The Employer agrees to place the Union on the distribution list to receive copies of all NT Notices and Instructions pertinent to civilian Personnel and matters affecting working conditions of bargaining unit employees

Section 3. A copy of this AGREEMENT will be provided to all bargaining unit employees. Prior to the printing of the AGREEMENT, the Parties shall determine the format, style, size of the AGREEMENT and the total number of copies to be printed. The Parties further agree to split the cost of printing the AGREEMENT.

ARTICLE 3

MATTERS APPROPRIATE FOR CONSULTATION OR NEGOTIATION

Section 1. It is agreed and understood that matters appropriate for consultation and/or negotiation between the Parties are personnel policies and practices and matters affecting general working conditions of employees in the unit which are within the discretion of the Employer. Such negotiations will be in accordance with the requirements of the Statute.

Section 2. 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 3. For the purpose of this AGREEMENT, consultation is defined as any dialogue, either written or oral, between the Parties, and unlike negotiations, does not require a mutually acceptable compromise between the Parties. When consultation occurs, the Employer agrees to give bonafide consideration to the views that were presented by the Union when finalizing its position.

Section 4. Either Party desiring or having a requirement for consultation and/or negotiation on matters outlined in Section 1 of the Article shall give advance notice to the other Party. Such notice shall include a statement of the subject matter (s) to be

discussed and the problems (s) which generated the cause for discussion.

Section 5. It is agreed that proposed changes in conditions of employment (including new or revised NTC or Fire Division Standard Operating Procedures), that contain negotiable provisions affecting bargaining unit employees, shall be accomplished by presenting a draft of the proposed change to the Union and permitting a sufficient time (not more than fourteen (14) calendar days from receipt) for study and submission of proposals. The Union agrees that, should it fail to submit proposals within the prescribed time, the Employer may then proceed to implement the proposal without the obligation to negotiate. If the Union submits a request to negotiate that includes written proposals, negotiations will commence within twenty (20) calendar days from receipt of the Union's proposals, unless the Parties agree to a later date. Should negotiations take place, normal conduct for negotiations govern, including third Party proceedings. A request for an extension of these time limits will not be unreasonably withheld. The Employer agrees not to implement any changes until all negotiations are completed and agreed to by the Parties, unless a compelling need exists.

ARTICLE 4

RIGHTS OF THE EMPLOYER

Section 1. In accordance with the Statute, nothing in this AGREEMENT shall affect the authority of the employer--

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

b. In accordance with applicable laws--

(1) To hire, assign, direct, lay-off, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which operation shall be conducted;

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

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

(b) Any other appropriate source; and

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

Section 2. Nothing in this Article shall preclude the Employer and the Union from negotiating--

a. At the election of the Employer, on the numbers, types and grades of employees or positions assigned to any organizational

subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

b. Procedures which the Employer will observe in exercising any authority under this Article; or

c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by the Employer.

ARTICLE 5

RIGHTS OF THE EMPLOYEE

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

Section 2. It is further agreed that the employees in the unit shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, to join and assist the Union or to refrain from such activity pursuant to 5 USC 7102.

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

Section 4. It is the policy of the Employer and the Union to continue to support the government's policy set forth in current statutes, as reaffirmed by the Department of the Navy to provide equal opportunity in employment and advancement for all persons, to prohibit discrimination in employment and advancement because of race, color, religion, sex, age, national origin, mental or physical handicap.

Section 5. This Agreement does not preclude an employee of the unit, regardless of whether he is a member of the Union, from bringing matters of personal (not matters relating to changes in

working conditions) concern to the attention of operating, supervisory, or civilian personnel officials under applicable laws, rules, regulations, or established Navy policies.

Section 6. Seniority is defined as time served with the NTC Great Lakes Fire Department and ranked in descending order, when used for scheduling of annual leave (scheduled), days off (unscheduled), and unscheduled overtime. Service Computation Date (SCD) will be used to determine amount of annual leave earned only.

ARTICLE 6

UNION RIGHTS AND REPRESENTATION

Section 1. The Union is entitled to act for, and negotiate collective bargaining agreements covering all employees in the unit. The Union is responsible for representing the interests of all employees in the unit without discrimination and without regard to labor organization membership.

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

Section 3. The Employer agrees to recognize the duly elected/ appointed Officers, Shop Stewards and National Representatives of the Union. If the Employer determines the need to reassign/ transfer a Union Officer/Steward, the Employer will give the Union as much advance notice as possible. The Union agrees to submit to the Employer a list of Union Officers/Stewards and to update the names as changes occur.

Section 4. The Employer agrees, that Union Officers and Stewards will be authorized a reasonable amount of official time away from the job to perform their representational activities in accordance with s use 7114. Official time is not authorized for such activities as solicitation of membership, collection of employee's dues, campaigning for offices, distribution of literature, or other matters pertaining to the internal business of the Union.

Section 5. The Union agrees that prior to performing appropriate business described in Section 4 above, officers and stewards shall normally submit a written request (SF-71) to the appropriate on-duty supervisor. Permission will normally be granted unless such absence would cause an undue interruption of work. The request for permission shall include a description of the nature of the business to be transacted and the approximate duration of the absence. If the officer/steward or grievant/complainant cannot be spared at the requested time, the appropriate supervisor on duty shall inform the officer/steward of the time that permission may be granted to leave the job. In any case, the appropriate supervisor on duty shall not unreasonably deny such permission. The employee and the officer/steward will report their return to work to the appropriate supervisor on duty.

Section 6. Administrative Excusal. The Employer agrees that upon advance written request, employees who are Union Officers/Stewards may be excused without charge to leave in conjunction with attendance at training sessions on labor relations matters, provided the employee's services can be spared and such training is

determined by the Employer to be of mutual concern to the Employer and the Union and the Employer's interests will be served by the employee 's attendance. The Union will bear the responsibility for showing how the training will have the required benefit to the Employer. A detailed agenda with information on the material to be covered in the training session will be required in support of the request. Administrative excusal for this purpose may cover only such portions of a training session as meet the foregoing criteria. Such excusal shall not exceed a total of twelve (12) twenty-four hour shifts in a twelve month period.

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

Section 8. Use of Official Facilities. The Employer agrees that, whenever possible, facilities will be made available for meetings of IAFF Local F-37. Use of available space usually will be granted if the request is made in writing on official letterhead, is normally submitted seventy-two (72) hours in advance, and is reasonable in terms of purpose and need. Such use will have no disrupting or distracting effect on the mission of the Employer.

The Union agrees to comply with normal safety, security and

utilization policies/regulations concerning the facilities made available.

Section 9. Use of Office Space and Equipment. The Employer agrees to provide space for use as a Union office. It is agreed that this office will not be used during normal work hours to conduct any internal Union business and that its use will be restricted solely to those matters appropriate to furthering labor-management cooperation. The Employer will provide the Union a bulletin board in each Fire Station for the purpose of posting union information as it relates to bargaining unit employees. The Union may post union literature, correspondence, notices, etc., as well as official publications of the National Office of the IAFF. The Union agrees that material will not be posted if it contains items relating to partisan political matters or material of a defamatory nature.

Section 10. The Employer agrees that as part of their orientation, all new employees hired in a position included in the Unit will be informed of the Union's exclusive recognition and will be given a copy of the current negotiated AGREEMENT. The employer 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) and will be held in the Union 's Office.

Section 11. The Employer agrees that if a questionnaire is developed locally for distribution to Unit employees relating to personnel policies, practices and matters affecting working

conditions, the union will be given the opportunity to review the questionnaire and submit its comments prior to distribution. The results of the survey, in statistical form, will be made available to the Union upon request.

Section 12. The Employer agrees to consider Union representation on any standing Employer committees involving the mutual interests of bargaining unit employees and the 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 13. The Employer agrees to consider requests for annual and/or Leave Without Pay (LWOP) for periods of up to two (2) years for one employee in the unit at one time to serve with the IAFF. The employee will be required to request the leave of absence at least thirty (30) days in advance. These requests are to be submitted through channels to the commander, Naval Training Center for approval or denial, based on mission requirements.

Section 14. The Employer agrees to consider requests from Union Representatives for annual leave and/or LWOP consistent with mission requirements to participate in the IAFF's National Conventions or conferences providing such leave is requested at least thirty (30) calendar days in advance. These requests should be submitted to the Fire Chief for approval or denial.

Section 15. The Employer agrees to provide the Union President with a copy of the muster (kelley) sheet as it is prepared.

Section 16. **Union Access to Information.** The Employer agrees to furnish the Union with all requested information which is releasable pursuant to 5 USC 7114 and is requested in conjunction with a legitimate representational need. Freedom of Information Act requests will be processed in accordance with applicable Instructions governing such requests.

Section 17. Privacy Act. The Employer agrees that access to information and records regarding unit employees will be in strict accordance with the Privacy Act of 1974 and applicable Instructions. Unit employees will be notified by the Employer when such notification is required by the Privacy Act.

Section 18. Normally, the Union point of contact for the purpose of consulting, negotiating or addressing any issue affecting the personnel policies, practices and general working conditions of the bargaining unit employees or on any issue regarding the administration or application of this AGREEMENT shall be the duly elected President or his/her designated representative. If neither of these officials is available, the Union will insure that a duly authorized representative will be present and have full authority to perform such functions.

Section 19. The Employer agrees that the Union's status as exclusive representative will be made known to new employees of the unit during employment processing. The Employer agrees to furnish the Union with a copy of this agreement for each current and new employee.

ARTICLE 7

LABOR-MANAGEMENT COOPERATION/MEETINGS

Section 1. It is the intent and purpose of both Parties to promote and improve the efficient administration of the Fire Department and the role it plays in the defense and protection of the United States, and the well being of all its employees. The Parties agree to establish a basic understanding relative to personnel policies, procedures, practices and all matters affecting the working conditions of the bargaining unit employees. To this end, the Parties agree to hold meetings, the frequency of which the Parties will determine by mutual agreement, to work toward developing a "quality" labor-management relationship. These meetings will provide a vehicle for the Parties to share information, identify problems, improve communications, and to discuss personnel practices and working conditions affecting bargaining unit employees. It is not the intent of the Parties to have these meetings interfere with the Parties other rights under this AGREEMENT or other applicable laws, rules and regulations

Section 2. Committee Structure. Normally, the committee shall be comprised of not more than six (6) members. The Union shall be represented by the President, and no more than two other representatives designated by the Union's President. The Employer shall be represented by the Fire Chief and no more than two additional designated representatives. Changes to the committee structure

will be made with the mutual consent of the Parties.

Section 3. The Parties agree that accurate minutes of each meeting will be kept and copies will be provided to each committee member. When possible, both Parties will provide an agenda to the other Party at least five (5) calendar days prior to the scheduled meeting. Minutes and/or any Memorandum of Understanding (MOU) reached by the Parties will be signed by the Union President and the Fire Chief unless otherwise designated by the Employer.

Section 4. The Employer agrees to establish periodic meetings between the Union President, the Fire Chief, and the commander, Naval Training center or his designated representative for the purpose of keeping the Command level informed of those issues affecting the Fire Protection/Fire Prevention Program in addition to other issue (s) of importance to the Parties. The Union President and the Fire Chief will jointly prepare a mutually agreeable agenda for this meeting. This agenda will be provided to the Commander, Naval Training Center or his designated representative fourteen (14) calendar days prior to the scheduled meeting. The Union agrees that the purpose of these meetings is to provide and/or exchange information. The Union agrees that no personnel grievances or other matters actively being addressed by the Parties at lower levels will be included in the agenda.

Section 5. Upon mutual agreement of the Parties, a two shift meeting will be held as needed with management, the Union, and the bargaining unit employees to address major changes and issues affecting the working conditions of the bargaining unit.

Section 6. INFORMAL COMPLAINT PROCESS.

a. This section sets forth the procedures for processing complaints to Agencies outside NTC, such as Unfair Labor Practice (ULP) Charges, OSHA Complaints, Classification Appeals, GAO Complaints, etc., before such complaints are formally filed. The expressed intent of the Parties is to facilitate informal discussion concerning alleged complaints and to enhance the possibility of informal resolution. To this end, the Parties agree to the following informal process:

b. Should either Party believe that the other Party has committed an ULP and/or other action that may warrant the filing of a complaint with an outside Agency, that Party shall serve written notice of the alleged violation (s) upon the other Party. The written notification will include a clear and concise statement of the facts constituting the alleged complaint, including the time and place of the occurrence of the particular acts, alleged violation(s) of any law, rule and/or regulation and any other supporting documentation alleged to have been violated. The Party so served shall have ten (10) work days from the date the informal complaint was received to investigate the matter and meet with the other Party in an attempt to informally resolve the allegation (s). If the matter is not resolved after the expiration of the ten day period, the charging Party may proceed to file the complaint with the appropriate Agency. For purpose of this section, service will be made to the Fire Chief or the Union President, personally or by registered/certified mail, return receipt requested.

ARTICLE 8

HOURS OF WORK OVERTIME

Section 1. The tour of duty will be promulgated by the Employer in accordance with Navy Department and other applicable regulations Pursuant to 5 U.S.C.7106 and Article 4 of this Agreement, the Employer retains the right to establish and/or change the basic work week and tours of duty for bargaining unit employees. The Employer agree that when changes in the established hours of work and tours of duty affecting bargaining unit employees become necessary, the Employer will negotiate the impact and implementation of such proposed changes to the extent required by the statute and the provisions of this Agreement, except in those cases involving emergencies or essential work requirements for short durations (two (2) shifts or less). The present work schedule (tour of duty) for Fire Fighters and Lead Fire Fighters is six twenty-four hour tours of duty in a pay period. The normal work schedule for Fire Fighters and Lead Fire Fighters shall be from 0730 to 0730.

Section 2. Bargaining unit employees in the Fire Prevention and Inspection Division shall be permitted to work flextime pursuant to 12610.20 (Latest Revision) utilizing the 5/4/9 plan. Eighty (80) hours shall be worked in a pay period. Hours of work in excess of eighty (80) hours per pay period shall be overtime and shall be paid pursuant to applicable laws, rules and regulations.

Section 3. The normal tour of duty will be comprised of twenty- four consecutive hours of duty and shall consist of actual "core" hours of work, standby time and time allocated for sleeping and eating. Normally, Fire Fighters and Lead Fire Fighters will secure from work to standby status at 1630 hours.

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

b. For the purpose of this agreement, an employee is in "Stand-By" status only at times when he/she is not required to perform actual work as described in section 3a and is free to eat, sleep, read, listen to radio, or engage in other similar pursuits.

Section 4. The assignment of employees to platoons and to other work operations is the prerogative of the Employer. The Employer shall issue a work schedule for each platoon. These work assignments will be published to include workdays and days off for

two pay periods and will be posted on official bulletin boards normally 72 hours prior to the expiration of the old work schedule. An employee shall be notified as to changes in work days and/or platoon assignments in accordance with current laws, rules and regulations.

Section 5. The Employer and the Union recognize the importance of maintaining adequate fire protection and that, from time to time, bargaining unit employees will be required to work overtime. The Employer shall first determine the numbers, job ratings and skills required to meet its overtime assignments and the employees who meet these requirements. Assignments to overtime will be distributed as equitably as practicable. The Employer will notify employees of the requirement to work overtime as far in advance of the overtime assignment as possible.

Section 6. Non-emergency overtime. Once the need for overtime has been established, the Employer, when practicable, shall attempt to fill all overtime requirements by first seeking volunteers from available bargaining unit employees. If the Employer is unable to fill overtime requirements by utilizing volunteers, then mandatory overtime will be required. The Employer will then utilize a mandatory overtime list. The mandatory list for overtime will be maintained by listing all bargaining unit employees by inverted Length of Service as a Fire Fighter at the NTC Fire Department, with the least senior bargaining unit employee appearing at the top of the list. If a bargaining unit employees(s) is forced to work overtime, for any period of time, his/her name will then be placed

on the bottom of the list. The Employer may, upon request, relieve an employee from an overtime assignment where such assignment would result in an unreasonable inconvenience to the affected employee and where another employee is qualified and willing to work. Specific problems regarding the assignment and distribution of overtime will be raised by the Union and will be presented to the Fire Chief for resolution.

Section 7. In computing overtime compensation, the time worked in excess of the regularly scheduled shift will be considered in tenths of hours multiples and the minimum overtime credit will be six (6) minutes.

Section 8. Employees called in to work outside of and not connected with their regular shift will be compensated for a minimum of two (2) hours overtime in accordance with the provisions of applicable regulations, regardless of whether the employee is required to work the entire two (2) hours. It is understood that this section does not apply to any employee who is called in before his regular scheduled shift and works straight on to the end of his scheduled shift.

Section 9. In accordance with applicable rules and regulations, unit employees will not be required to earn compensatory time in lieu of overtime. All overtime compensation will be paid pursuant to applicable laws and regulations and will be in multiples of tenths of an hour.

Section 10. The Employer agrees to allow bargaining unit employees who are required to work overtime without prior notice one

telephone call to their respective homes at government expense and will make arrangements to ensure the employee (s) is allowed an opportunity to obtain food for that shift.

ARTICLE 9

TRADING OF TIME

Section 1. The Employer retains the right to change kelly days and/or transfer (reassign) bargaining unit employees between stations to meet mission requirements. The Employer will not change, transfer and/or reassign a bargaining unit employee solely as reprisal for union activity, for personal dislike, or out of caprice. When it is necessary to adjust kelly days and/or transfer/reassign bargaining unit employees(s), the Employer shall consider qualified volunteers. Except where it is determined that the Employer would be seriously handicapped in carrying out its functions or that costs would be substantially increased, the Employer agrees to notify bargaining unit employees of changes to kelly days, transfers and/or reassignments as far in advance as practical, normally seven (7) calendar days prior to the change.

Section 2. When a bargaining unit employee is notified of a change of duty location too late to report at the start of the shift, the employee will be transported to the new location unless the employee volunteers to drive his/her POV to the new location. When special food problems occur, arrangements will be made to assure the employee is allowed to have an opportunity to obtain food for that shift. The Employer agrees to provide bargaining unit employees with three (3) equipment bags per station for carrying their turn-out gear and related equipment between stations.

Section 3. The Employer agrees to establish a practice of accepting requests from bargaining unit employees for lateral transfers. The Employer agrees to give good faith consideration to requests for transfers submitted under this Article. The following procedures shall apply:

a. A bargaining unit employee desiring to transfer may submit a request addressed to the Fire Chief via the appropriate chain of command.

b. Two bargaining unit employees of equal grade who are serving in the same position description may request an exchange of duty stations. Such requests will be in writing, signed by both employees and submitted via the appropriate chain of command to the Fire Chief. The request will be promptly forwarded via the chain of command to the Fire Chief with recommendation for approval/disapproval at each level.

Section 4. Trading of Kelley Days. Employees assigned to the same platoon may exchange up to a regularly scheduled 24-hour tour of duty for up to a regularly scheduled day off (Kelley Day) upon submission of a written request and with the approval of the appropriate on-duty Assistant Chief. Exchanges must be made by mutual agreement between the employees concerned. Such exchanges shall not result in either working more or less than his/her total scheduled duty hours during a pay period or create a situation in which one or both employees would be entitled to additional compensation of any kind. Employees who wish to trade Kelley Days will submit written request (NTC-GL 11320/35) to the appropriate on

duty Assistant Chief.

Section 5. TRADING OP TIME. It is understood and mutually agreed to by the Parties that the common practice of "Trading of Time" and "Early Relief" between Bargaining Unit Employees t9 substitute for one another on regularly scheduled tours of duty (or some part thereof). In order to permit an employee to be absent from work to attend to purely personal pursuits will be permitted, provided that the following conditions are met;

a. The Trading of Time/Early Relief is done "Voluntarily" by Fire Department employees participating in the program and not at the behest of the Employer.

b. The reason (s) for Trading of Time/Early Relief is because not to the Employer's business operations, but to the Employee's desire or need to attend to personal matters.

c. A record of all Trading of Time/Early Relief is maintained by the Employer.

d. An Employee who exchanges duty time must be fit for duty when reporting for work.

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

f. The period during which time is traded and paid back is within the same pay period.

g. Employees who wish to Trade Time will submit written requests (NTC-GL 11320/35 (4-82)) to the appropriate on-duty Assistant Chief one (1) shift prior to the exchange. The request will specify the exact dates and times to the Trade. The

supervisor will approve/disapprove the request and maintain a record of all time traded. Requests will not be disapproved arbitrarily. Disapprovals, with justification therefore, will be provided in writing upon request of the employee.

h. The practice of early relief wherein bargaining unit employees may relieve another employee on the previous shift or tour of duty prior to the scheduled starting time. such early relief may occur pursuant to employee agreement whether expressed or implied and shall be restricted to one (1) hour or less. This practice will not have the effect of increasing or decreasing the number of compensable hours of work, where it is voluntary on the part of the bargaining unit employees.

i. Probationary employees will not be allowed to engage in trading of time during their initial training period.

Section 6. It is understood that since the exchange of time is voluntary, between the employees who trade, it, as a result of an exchange or a proposed change between two employees, the employees disagree with each other regarding the terms of the exchange, those employees must resolve the disagreement by themselves. Any bargaining unit employee failing to repay the time traded, for any reason, shall lose the privilege of trading time for one (1) year. The Parties agree that this penalty is not grievable.

ARTICLE 10

SICK LEAVE

Section 1. Employees shall accrue and be granted sick leave in accordance with applicable laws and regulations. Employees of the unit who are unable to report for work because of an incapacitating illness or injury shall notify by telephone, the appropriate on-duty Assistant Chief in the station as soon as possible, but not later than 0700 before the start of their scheduled tour of duty. Normally, telephone calls shall be made by the employee personally. In cases of persisting illness or incapacitation, employees have an obligation to keep their supervisors informed on a current basis of their expected return to duty. Requests for Sick Leave while on-duty will be made to the appropriate on-duty supervisor.

Section 2. Bargain unit employees shall be required to furnish a medical certificate to substantiate a request for approval of sick leave when sick leave exceeds three consecutive work shifts (shifts (three (3) 24 hour shifts for Fire Protection and three (3) 8 hour shifts for Fire Inspectors). In lieu of a medical certificate, the bargaining unit employee's signed statement explaining the nature of the illness or injury may be accepted when it is unreasonable to require a medical certificate.

Section 3. In cases of serious illness or disability, requests for advanced sick leave will be processed in accordance with NTC Instruction 12630.2 (Latest Revision).

Section 4. It is agreed that employees desiring medical, dental, or optical examination or treatment, who cannot arrange appointments outside of work hours or on non-work days, shall be granted sick leave for this purpose. Employees should submit written requests for such leave as far in advance as possible and shall specify the date and time of the appointment, and name and address of the doctor or other practitioner involved. Sick leave for such purposes shall be approved subject to the employee's submittal of properly completed application for leave form within two (2) tours of duty after his return to work which certifies that such examination or treatment was received and showing date and time of examination or treatment.

Section 5. The Employer agrees that when a unit employee becomes seriously ill or is seriously injured while on duty, the employee's next of kin will be notified as soon as practicable in accordance with existing Fire Department policies. The Employer agrees to provide transportation to the proper medical facilities when a unit employee becomes seriously ill or injured.

Section 6. If the examining medical official determines that a Unit employee is not fit for duty after reporting for work, the employee will be advised to go home or to seek appropriate medical treatment. The employee will be responsible for arranging transportation in those cases where the employees' health or welfare is not in jeopardy.

Section 7. The Employer has the right to issue a "Letter of Requirement" that requires an employee to furnish a medical certificate for each absence claimed as sick leave. This includes but is not limited to the following conditions: (1) There is sufficient evidence the employee has abuse of sick leave within the previous twelve (12) month period and (2) a pattern of sick leave usage is evident. If the Employer suspects the employee is abusing sick leave, the Employer will take the appropriate actions/steps to correct the problem in accordance with NTC Instruction 12630.2 (Latest Revision).

Section 8. Bargaining unit employees returning to duty from sickness or injury, with temporary limitations placed on work performance by a qualified Physician, may be assigned to other work within these medical limitations at the discretion of the Employer. The Employer will make every reasonable effort to provide limited duty work assignments within the Fire Department, if feasible for an employee who has been returned to work by a Navy Occupational Health Authority following an illness or injury, in order to avoid placing such an employee on leave.

ARTICLE 11

ANNUAL LEAVE

Section 1. It is understood that the knowledge, skills and abilities of the employee and the needs of the fire service shall be considered by the appropriate supervisor when making a determination that an employee's services can be spared in connection with a request for annual leave. Employees shall accrue annual leave in accordance with existing and future applicable laws and regulations. Bargaining unit employees will be required to schedule annual leave in such a manner throughout the leave year so that they will not forfeit leave. Charges for annual leave will be in multiples of tenths of an hour.

Section 2. Vacation Annual Leave. Bargaining unit employees within each shift will be given the opportunity to schedule annual leave for the coming year for vacation purposes. Leave opportunities will be in order of seniority, by length of service as a civilian Fire Fighter at the NTC Fire Department, within each Platoon. Vacation annual leave will be scheduled for periods of two (2) consecutive weeks or more during the following parts of the calendar year:

Part I - June, July, August, and September;

Part II - October, November, December, and January;

Part III -February, March, April, and May.

a. Any unit employee desiring annual leave for one or more of these three parts shall submit not more than two choices for each part during the 21 calendar days prior to 1 February for Part I, 1 June for Part II, and 1 October for Part III. Such requests must be submitted in writing on Standard Form 71, Application For Leave, to the appropriate supervisor.

b. The Employer shall then schedule periods of annual leave for vacation purposes, for those unit employees who will have sufficient leave accrued. The Employer will post the vacation annual leave schedule for Part I by 15 February, by 15 June for Part II and 15 October for Part III. When a greater number of employees make requests than can be released for leave during any period, leave shall be scheduled on the basis of seniority as described above. Bargaining unit employees will only be permitted to utilize their seniority rating three (3) times during the leave year. The Employer may approve a change in selection, provided another employee's choice is not affected. If an employee requests to cancel his/her week vacation annual leave in any Part described above, the employee's request must be submitted in writing to the Fire Chief as soon as possible in order to give other employees the opportunity to request leave for that period. If mutually agreed to, bargaining unit employees may trade approved vacation leave periods with the approval of the appropriate supervisor.

Section 3. All leave requests (vacation/incidental leave) for bargaining unit employees will be submitted through the appropriate Assistant Chief.

Section 4. Normally, requests for annual leave for other than the vacation leave periods covered by Section 2 of this Article shall be submitted as soon as practicable, normally 24 hours prior to the beginning of the employee's scheduled work shift. This does not preclude an employee from requesting leave or the Employer from approving leave after the start of their scheduled work shift. such leave will be scheduled on a first come first served basis, however, if multiple requests are received simultaneously, the employee having the greatest length of service as a civilian Fire Fighter at the NTC Fire Department will receive preference.

Section 5. Emergency Annual Leave. Every bargaining unit employee is responsible for maintaining regular attendance and for ensuring that the Employer is informed of any absence from each scheduled shift. When an emergency (a sudden or unforeseen situation that requires immediate action) necessitates an employee's absence which could not be approved in advance the employee shall normally notify the on-duty Assistant Chief prior to 0700 at the start of their scheduled work shift and such requests will be approved or disapproved on a case-by-case basis. If the absence extends beyond one workday, the employee shall keep the on-duty Assistant Chief informed of the situation and probable date of return to work.

Section 6. Requests for absence or leave pertaining to matters not covered by the AGREEMENT will be considered and approved in accordance with applicable laws, rules and regulations. Examples of such matters are court leave, jury duty, leave without pay,

excused absences, compensatory time, and religious compensatory time.
section - The Parties agree that bargaining unit employees have been designated essential personnel who are required to be at work regardless of emergency situations or general dismissal authorization. However, it is agreed that when weather conditions are severe enough that the base is officially closed, there may be circumstances when excused absences for late arrivals will be granted if, in the judgment of the Employer, weather conditions justify excusal.

ARTICLE 12

PROMOTIONS

Section 1. When merit promotion procedures are utilized for filling unit positions, the promotion policy set forth in this AGREEMENT and NTC Instruction 12335.1 (Latest Revision) shall apply. The Employer agrees that details and temporary promotions to all vacant positions within the unit shall be consistent with applicable instructions, laws and regulations. The Employer agrees that the use of details and temporary promotions in relation to all vacant positions within the unit shall be consistent with the spirit of the merit system and, where practicable, details and temporary promotions shall be rotated among well-qualified employees.

Section 2. Merit Promotion is a primary means for consideration of filling a vacancy. However, the Employer may fill positions from any appropriate source. This includes, but is not limited to:

- a. Mandatory selection from appropriate placement registers of a person who was involuntarily separated or changed to a lower grade.
- b. Reinstatement to the same or lower grade level than the last held permanent grade level.
- c. Reassignments or demotions of employees to positions with no higher potential than the currently held position.
- d. Selections from OPM registers.

- e. Selection from the Veteran 's Readjustment Program.
- f. Selection from the Handicapped Program.
- g. Repromotion to a position with no higher potential than the highest grade previously held.

Section 3. When filling unit positions, announcements will remain open for a minimum of fourteen (14) calendar days. The Employer will furnish the Union two (2) copies of all promotion announcements. In addition, the Employer will post copies of all announcements on the official bulletin boards in each Fire Station.

Section 4. The Employer agrees that all relevant fire training and experience acquired outside the confines of NTC's Fire Department shall be considered when listed on applications for merit promotion.

Section 5. Unit employees that are candidates for promotion shall be given the following information upon request:

- a. Whether the employee was considered for promotion and, if so, whether eligible or ineligible
- b. Whether the employee was one of those in the group from which the selection was made.
- c. Who was selected for the promotion.
- d. In what areas, if any, the employee should improve to increase his/her chances for future promotions.

Section 6. If an employee is dissatisfied with an earned rating received in connection with a promotion examination for a position within the bargaining unit, he/she may grieve this rating in accordance with the negotiated grievance procedure set forth in

this AGREEMENT, except that prior to initiating a grievance, the complainant and/or his/her representative will meet with a Staffing Specialist in an attempt to resolve the issue (s).

Section 7. Temporary Assignments.

a. When it is necessary to assign an employee to another position, or higher grade rating, or other major duty, on a full time basis for periods of two (2) full pay periods or more, it shall be documented by Personnel Action Form 50 and filed in the employee's Official Personnel Folder. For periods of 5 days but less than two (2) full pay periods the employee's supervisor will document the assignment for department records and provide the employee a copy of the record.

b. The Employer agrees that a qualified bargaining unit employee for whom a known temporary assignment in a higher level position is planned for two (2) full pay periods or more shall receive the rate of pay for the position to which temporarily assigned.

ARTICLE 13

REDUCTION IN FORCE

Section 1. The Employer agrees to notify the Union as soon as the necessity for a reduction in force is recognized or required, the extent determined, and authorization obtained. The Employer and the Union recognize the importance of informing the employees of the basis and reasons for a reduction in force. The Employer further agrees to give the Union a reasonable amount of time to meet with a representative of the Employer, to express its views and position regarding the reduction in force.

Section 2. The Employer recognizes his responsibility to employees affected by reduction in force to counsel them as to their placement rights both during the reduction in force and subsequently for all employees affected by demotion or separation. Employees affected by reduction in force will be fully counseled in regard to their rights under existing statutes, regulations, and placement programs.

Section 3. In accordance with applicable rules and regulations, it is mutually understood that any career or career-conditional employee who is separated because of reduction in force will be placed on such priority placement listings as he/she is eligible for and for which he/she enrolls. It is understood that acceptance of a temporary appointment will not alter the employee's right to be offered permanent employment.

Section 4. In the event of a reduction in force, the Employer agrees to fill existing, required vacancies in the unit to the maximum extent feasible with qualified career and career-conditional employees in continuing positions who would otherwise be separated from the service. It is understood that there is no requirement to fill a vacancy. The Employer and the Union agree that all reductions in force will be carried out in strict compliance with applicable laws and regulations.

Section 5. It is agreed that an employee of the unit who elects to take a demotion in the unit in lieu of a reduction in force action must be able to perform satisfactorily the duties of the lower position where displacement of another employee is involved. The determination as to whether an employee can satisfactorily perform the duties of the lower position rests with the Employer.

Section 6. In the event a reduction in force is implemented, the Union will have the right to review retention registers relative to reduction in force actions affecting unit employees consistent with applicable laws and regulations.

Section 7. Contracting-Out Fire Protection. Decisions regarding contracting-out will be made in strict accordance with existing and future applicable laws, rules, and regulations. Under current law, the Employer is prohibited from obligating or expending appropriated funds for the purpose of entering into a contract for the performance of fire fighting functions at Naval Training Center Great Lakes as outlined in P.L. 99-661 Section 1222 modified Section 2693, Chapter 159 of 10 U.S.C.

Section 8. **Furloughs.** In the event the Employer determines a furlough is required, the following procedures will apply:

a. The Union will be informed in advance of:

 (1) The reason for the furlough.

 (2) The expected length of the furlough.

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

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

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

d. Reduction-in-Force procedures will be used when it is anticipated the furlough will exceed thirty (30) days.

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

ARTICLE 14

POSITION DESCRIPTIONS

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

Section 2. The Employer agrees that each employee will be provided a copy of his/her official position description and any amendment(s) thereto. If changes are made to the official position description, the Employer 's representative (s) will discuss the changes with the affected employee. Prior to meeting with the affected bargaining unit employee, the employer agrees to consult with the union regarding the proposed changes to bargaining unit position descriptions. To the extent that nothing shall interfere with the Employer's right to assign work, such discussion (s) will normally occur prior to making the changes. A copy of the amended position description will be provided to the Union and the affected employee (s) after it has been classified.

Section 3. If a unit employee believes that his/her position description does not properly describe the duties he/she is performing, he/she has the right to request, through the appropriate Chain-of-Command, that his/her work assignments be reviewed.

If a satisfactory resolution of his/her complaint is not reached, the employee may grieve through the negotiated grievance procedure. It is understood that if the grievance goes to arbitration, the arbitrator may not classify the position.

Section 4. If a unit employee believes that the classification (title, series, or grade) of his/her position is in error, upon request, the employee will be furnished information on appeal rights and the procedures for filing an appeal. The Employer will also furnish the employee (appellant) with a copy of any forwarding letter or endorsement together with copies of all material furnished to the appellate authority. The employee may appeal through a representative designated in writing.

Section 5. It is agreed and understood that a position description is a written statement of the duties and responsibilities assigned by the Employer to a position which defines the kinds and range of duties an employee may expect to perform during the time he/she remains in the position. The position description is not in itself an assignment of work. The phrase "other duties as assigned" in a position description shall refer to duties or assignments reasonably related to the employee's line of work and shall not normally exceed ten percent of the total duties and responsibilities of the position and does not interfere with the rights of the employer pursuant to Article 4 of this AGREEMENT.

Section 6. The Union will be promptly notified of the receipt of new classification standards and their impact on unit positions.

ARTICLE 15

INJURY COMPENSATION, LIGHT DUTY, AND

PUBLIC SAFETY OFFICERS' BENEFIT ACT

Section 1. Injury compensation. An employee who is injured or suffers an occupational disease in the performance of his/her duties will be compensated in accordance with applicable rules and regulations if the claim is approved for payment by the Office of Workers' Compensation. The Employer agrees to counsel the employee on the procedures for filing claims and the benefits to which he/she is entitled. A claimant will be permitted to be represented by a Union official or other person on any matter pertaining to an injury occurring in performance of duty. This representation shall be authorized in writing by the claimant.

Section 2. The Employer agrees to process claims for Injury Compensation in accordance with rules issued by the Office of Workers' Compensation Program (OWCP), in accordance with the Federal Employees' Compensation Act (FECA). It is agreed that employees who incur a job-connected injury or occupational disease will complete the appropriate form (CA-1 for injuries; CA-2 for occupational disease) in a timely manner. Injury claims should be reported within two (2) calendar days of the incident. If the employee is incapacitated because of his/her job-connected injury or occupational disease, the Employer will prepare the appropriate form in the employee's behalf. In all cases where a CA-1 or CA-2

is completed by the employee, the Employer will complete the Official Superior's Report and insure that any known witnesses to the accident provide signed statements. On the first day of any lost time accident, the Employer should notify the Injury Compensation Clerk so that a claim under FECA can be initiated. The Employer will insure that any injury reports are provided promptly to the Human Resources Office. Notification of an employee's supervisor concerning the employee's status will be the same as for sick leave. Employees will submit form CA-17 as expeditiously as possible in order to aid in resolving work status.

Section 3. When an employee is injured at work, the time spent in obtaining examination and emergency treatment is considered duty time when within the limits of the regular work shift or regularly scheduled overtime. Employees not returned to duty after examination because of traumatic injury will be carried in a duty status for the remainder of the shift. If the injury occurs on a regularly scheduled overtime tour, the employee will be carried in a pay status to the extent of the overtime tour in which the injury occurred. When the injury occurs during an unscheduled overtime tour of duty, the employee will be carried in a pay status for the duration of the period required for treatment, but not to exceed two hours.

Section 4. **Light Duty.** The Employer agrees that, in accordance with applicable NTC Instructions, the policy of the facility is to utilize to the extent practicable those unit employees who are medically restricted as long as their services can be used

effectively and will not cause further harm to themselves or others. The employer shall make every reasonable effort to utilize bargaining unit employees within the Fire Department. The procedures set forth in applicable NTC Instructions shall be applied to both on-the-job and non-job related illnesses or injuries which require medical restrictions: however, _ first: consideration will be given to those employees who suffered on-the- job illnesses or injuries.

Section 5. Public Safety Officers' Benefit Act (PSOB) is a law under which a claimant, who has a certain relationship to a Fire Fighter who died because of firefighting activity, can be entitled to a monetary benefit. The Department of Justice, Bureau of Justice Assistance, Public Safety Officers' Benefits Division administers the program. Fire Fighters are advised to keep potential claimants, i.e., spouses, children, and/or parents informed. A claim for death benefits must be filed within one (1) year, and medical evidence may be required to support the claim. The Employer and the Union will assist claimants with the filing of a claim.

ARTICLE 16

DISCIPLINARY AND ADVERSE ACTIONS

Section 1. The Parties agree, that Disciplinary and Adverse Actions will be initiated and effected in accordance with the provisions of this AGREEMENT and applicable laws, regulations and NTC Instructions.

Section 2. Disciplinary actions are defined as letters of reprimand and suspensions of not more than fourteen (14) calendar days and are grievable under the negotiated grievance procedures of this AGREEMENT, beginning with the first supervisory level above the official who took the action. Letters of caution and/or requirement are not disciplinary actions and will not be placed in the employee's official personnel file, however, they are grievable under the negotiated grievance procedure. Adverse actions are suspensions of more than fourteen (14) calendar days, removals, reductions in grade or pay, or furlough for thirty (30) calendar days or less. Appeals of adverse actions will be processed either under the negotiated grievance procedures of this Agreement or through appeal to the Merit Systems Protection Board, but not both.

Section 3. Disciplinary actions and adverse actions shall only be taken for just cause and in keeping with the principle that such actions are a necessary and important tool of the Employer in the management of the work force. The purpose of disciplinary and adverse action is to correct the offending employee and

maintain discipline and morale among other bargaining unit employees.

Section 4. Prior to initiating disciplinary action against an employee, management must ascertain whether there is sufficient evidence to justify the contemplated actions. If the findings of the investigation indicate that corrective action is appropriate, oral admonishment or letter of caution/requirement may be considered before a decision is made to take formal disciplinary action. If formal disciplinary action appears to be warranted, a discussion will be held with the employee except where unusual circumstances make such discussion impracticable. The employee may be represented in this discussion by a representative of his choice who is willing to do so. This discussion will normally be restricted to the employee, his representative and the supervisor having the authority to propose or effect the action. The purpose of this discussion is to meet with the employee to present all available evidence or information, including third Party complaints, and to give the employee the opportunity to review this material and to state his/her views on the matter. It is to the employee 's advantage to offer any information in his/her behalf.

Section 5. In all disciplinary and adverse actions, the employee will be furnished an extra copy of any notice of proposed action or notice of decision which he/she may present to the Union if he/she so desires. At the request of the employee, the Employer will furnish a copy of all documents and/or supporting material relied upon to support the disciplinary action, in accordance

with applicable laws, rules and regulations.

Section 6. When the employee does not elect to have the Union represent him/her, the Union will be permitted to be present at all meetings, proceedings, conferences or hearings conducted as the result of an appeal which is being processed under the negotiated grievance procedures of this AGREEMENT.

Section 7. The Parties agree that an "Alternate Discipline Program" will be made available for the Employer to utilize when appropriate. The Employer may substitute letters of reprimand in lieu of progressive suspensions (i.e., letters of reprimand in lieu of one-day suspensions, letters of reprimand in lieu of three-day suspensions, etc.). The letters of reprimand, for determining past disciplinary records and appropriate penalties would have the same weight and effect as the suspensions.

Section 8. 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 to demonstrate successful rehabilitation.

ARTICLE 17

GRIEVANCE PROCEDURE

Section 1. The purpose of this article is to establish a procedure for the prompt and equitable settlement of grievances. If an alleged grievance also constitutes an alleged Unfair Labor Practice, the aggrieved Party has the option to seek redress under this Article or under the Unfair Labor Practice procedures of the Federal Labor Relations Authority, but not both. A grievance means any complaint by (a) any employee concerning any matter relating to the employment of the employee; (b) the Union concerning any matter relating to the employment of any employee; or (c) any employee, the Union, or the Employer concerning the effect or interpretation or a claim of breach of a collective bargaining agreement, or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment. This procedure shall be the exclusive procedure for resolving such complaints except for the following matters which are specifically excluded from the procedure:

- a. Any claimed violation of subchapter III of chapter 73 of this title (relating to prohibited political activities);
- b. Retirement, Life Insurance, or Health Insurance;
- c. A suspension or removal for national security reasons (Section 7532, Title 5, USC).
- d. Any examination, certification or appointment.

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

f. Complaints or allegations of unlawful discrimination.

g. Removals for unsatisfactory performance under Section 4303 of the CSRA.

h. Termination of probationers.

i. Termination of temporary employees under Part 315 of OPM regulations.

j. An action terminating a temporary promotion.

k. Incentive awards.

l. Oral admonishments and oral reprimands.

m. The substance of performance elements and standards.

n. Earned ratings for non-unit positions.

Section 2. Employee(s) utilizing the negotiated grievance procedure will have the right to be accompanied, represented and/or advised by a representative of the Union. In addition, an employee and /or group of employees have the right to present and process a grievance under this procedure on official time and on their own behalf. In

such cases, the Union will be afforded the opportunity to have a representative present, on official time, during any and all

formal discussions/meetings, between the Employer and the grievant(s) relating to the grievance filed. Bargaining Unit employees who do not choose Union representation

must represent themselves. Bargaining Unit employees are not entitled to any other form of personal representation.

Section 3. All grievances must be presented in writing within twenty (20) working days after receipt of the notice of action, occurrence of the incident or knowledge of the incident (whichever occurs first). As a minimum, the grievance will contain:

a. The grievant (s) name, duty assignment and telephone number.

b. The specific nature of the grievance, including the identification of any provision (s) of this AGREEMENT alleged to have been violated, if known, the provision(s) of any law, rule, and/or regulation affecting conditions of employment alleged to have been violated.

c. The remedial action desired.

d. The name, address and telephone number of the designated representative.

Section 4. All grievance decisions will be made as promptly as possible at each level of consideration described herein. Unless mutual agreement is reached for extending the time limits within which a decision must be rendered, failure to meet the time limits will allow the grieving Party to proceed to the next step upon written notification. If the employee(s), the Union or the Employer fails to elevate a grievance within the time limits prescribed within this procedure, the grievance will be considered terminated. However, time limits may be extended by mutual agreement provided that a request for extension is presented prior to the end of the prescribed time limit.

Section 5. Except in the case of disciplinary actions, the Union and the Employer agree that individual identical grievances will be joined at Step 2 and processed as one grievance throughout the remainder of the procedure. The Union will select one employee's grievance for processing and the decision thereon will be binding on all others in the related grievances.

Section 6. Supporting Documentation and Evidence. Evidence and supporting documentation which is relevant to the resolution of the grievance may be introduced at Step 1 of the negotiated grievance procedure. However, new and/or additional evidence and supporting documentation may be introduced as it becomes available. For the purpose of this agreement, evidence includes, but is not limited to, both oral and written presentation of facts.

Section 7. The Employer and the Union recognize and endorse the importance of bringing to light and adjusting grievances promptly. The Employer and the Union agree that every effort will be made by the Parties to settle grievances at the lowest possible level. Inasmuch as dissatisfaction and disagreements arise occasionally among people in any work situation, the filing of a grievance should not be construed as reflecting unfavorably on an employee's good standing, his performance, his loyalty, or desirability to the organization.

Section 8. In the event either Party should declare a grievance non-grievable or non-arbitrable, the original grievance - shall be considered amended to include this issue. All disputes of grievability or arbitrability shall be referred to arbitration as

a threshold issue in the related grievance.

Section 9. Reasonable time during working hours will be allowed for employees and recognized Union representatives to discuss, prepare for and present grievances, including attendance at meetings with officials of the Employer. A recognized union representative may use reasonable time (not to exceed two hours) for the purpose of investigating a potential grievance and obtaining pertinent information and for preparing for presentation of same. In unusual cases where two hours is insufficient, the Union representative may request additional time which may be granted by the Fire Chief upon a showing of a justifiable need. Requests for additional time will not be unreasonably or arbitrarily denied.

Section 10. The following procedures are established for the resolution of grievances:

Step 1. Any employee grievance shall first be taken up, by the concerned employee and/or designated representative, with the Assistant Fire Chief in an attempt to settle the matter. The Assistant Chief shall promptly arrange for a meeting (within seven (7) calendar days from receipt of the grievance) with the grievant and his/her representative, if any, and any members of management whose presence is deemed necessary for a fair consideration of the grievance. The grievance will be answered, in writing, within fourteen (14) calendar days following the meeting. A copy of the decision shall be provided to the Union.

Step 2. The grievance must be presented by the employee and/or his/her designated representative to the Fire Chief, or his/her designated representative, within ten (10) calendar days after the decision rendered at the first step. The Fire Chief, or designee, shall promptly arrange for a meeting (within seven (7) calendar days from receipt of the grievance) among the aggrieved employee, his/her representative and such members of management whose presence is deemed necessary for a fair consideration of the grievance. Grievances at Step 2 shall be answered by the Fire Chief, or designee, in writing no later than fourteen (14) calendar days following the grievance meeting. A copy of the decision shall be provided to the Union.

Step 3. Any grievance not settled at the Fire Chief level may be submitted, in writing, to the Commander, NTC within seven (7) calendar days after the receipt of the answer from Step 2. The Commander, NTC or his designated representative will, within fourteen (14) calendar days, meet with the Union representative, the employee, the President of the Union, and appropriate management officials to try to resolve the grievance. The Commander, NTC's decision will be rendered within twenty-one (21) calendar days following the meeting between the Parties at this Step.

Step 4. If a solution to the grievance is not reached in accordance with Step 3, the Union may, within fifteen (15) calendar days from the date of the decision, make formal written request that the unresolved grievance be submitted to impartial arbitration

in accordance with the provisions of this Agreement.

Section 11. At each step of the grievance procedure the Parties, including the grievant and the Employer, may call a reasonable number of witnesses who have testimony relevant to the grievance. Witnesses will not suffer loss of pay or leave if called during their regular working hours for such witness service.

Section 12. The Employer shall, upon request, provide the Union representative with necessary pertinent information from official records to aid in resolving specific grievances insofar as permissible without violating laws or regulations.

Section 13. Should any dispute arise between the Employer and the Union concerning any grievable items as defined in Section 1 of this Article, the moving Party (either Employer or Union) will inform the other Party, orally or in writing, of such dispute within thirty (30) calendar days of the occurrence which gave rise to the grievance or thirty (30) calendar days after the grievant becomes aware of the event or occurrence prompting the complaint. The President of the Union and the Commander, NTC (or their designees) will meet within ten (10) workdays of such notification and make an earnest effort to resolve the matter through discussion. Within (10) workdays of the meeting, the respondent Party will relay in writing to the moving Party its position concerning the disputed issue (s). If, upon receipt of the respondent Party's reply, the matter remains unresolved, the moving Party may refer the dispute to arbitration under the provisions of Article 18, Arbitration. Prior to submission of any such dispute

to arbitration, the Parties shall meet in an attempt to mutually agree on the issue (s) to be submitted to the Arbitrator.

Section 14. Grievance Mediation.

a. When either Party has invoked arbitration, the Parties may mutually agree to request that the Parties participate in "Grievance Mediation". If mediation is requested, the Parties will jointly request the FMCS to participate.

b. In mediation, the Parties shall be represented by a negotiation committee and relevant persons, but such representatives shall not exceed four (4) for either Party.

c. The Parties agree to use the guidelines for grievance mediation established by FMCS.

d. If the Parties voluntarily reach agreement/settlement, 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 5 calendar days, the grievance will be set for binding arbitration pursuant to Article 18 of this AGREEMENT.

ARTICLE 18

ARBITRATION

Section 1. If a grievance is not resolved, either the Union or the Employer may refer such grievance to arbitration. Requests for arbitration will be submitted, in writing, within fifteen (15) calendar days after receipt of the decision rendered at Step J of the grievance procedure or within fifteen (15) calendar days of the respondent Party's reply to a grievance processed under Article 17, Section 13 (Disputes).

Section 2. Within seven (7) calendar days from the date of receipt of a valid arbitration request, the involved Parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial persons qualified to act as Arbitrators. The Parties shall meet within seven (7) calendar days after the receipt of such list to select an Arbitrator. If they cannot agree upon one (1) of the listed persons, the Employer and the Union will each strike one (1) Arbitrator's name from the list of seven (7) and shall repeat this procedure. The order of striking name (s) will be determined by a coin toss. When only one (1) name is left, he shall be the duly selected Arbitrator.

Section 3. The Arbitrator's fees and expenses, including per diem and travel, will be shared equally by the Employer and the Union. Transcripts may be taken of all arbitration hearings. The cost of the Arbitrator's copy will be shared equally.

Section 4. The arbitration hearing will be held, if possible, during the regular day shift hours, Monday through Friday. The employee, the Union representative, and witnesses who have direct knowledge of the circumstances and factors bearing on the case shall be excused from duty without loss of pay or charge to leave while participating in the arbitration hearing.

Section 5. The Arbitrator will be requested to render his decision and remedy to the Employer and the Union as quickly as possible, but in any event, no later than thirty (30) calendar days after the conclusion of the hearing unless the Parties otherwise agree.

Section 6. Both Parties to this Agreement recognize and agree that the Arbitrator's decision (s) shall be binding. The Arbitrator shall have no authority to add to or modify any terms of this Agreement. Either Party may file exceptions to the Arbitrator 's award with the Federal Labor Relations Authority under regulations prescribed by the Authority.

ARTICLE 19

TRAINING

Section 1. The Employer and the Union agree that training and development of employees in the Unit are important in accomplishing both the mission of the Employer and the Federal career goals of the employee. It is agreed that the development of employee skills and knowledge is the joint responsibility of the Employer and the Employee. To this end, the Employer will make training means available and the employee must be willing to provide the personal dedication necessary for the success of this training effort.

Section 2. It is agreed that the following principles will be observed:

a. The Employer will develop, promote and maintain training programs which are in accordance with existing laws, rules and regulations which govern the needs of the NTC Fire Department. The Employer will publicize in a timely manner the availability of appropriate educational opportunities of all types.

b. The Employer will pay for the cost of training deemed mandatory. Mandatory training directed by the Employer shall be accomplished while the employee is in a duty status. Time which is being compensated may require use of off-duty days.

c. The Parties agree that employees should take advantage of training and educational opportunities. The Employer agrees to consider employee requests to attend optional training courses with

or without loss of pay or leave providing: The Employer has determined that the course is job related; the request has been submitted and approved in advance; and the employee can be spared from his/her regular duty assignment.

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

Section 4. Career counseling may be provided by the Human Resource Office for those employees who require specific information regarding training and development opportunities.

Section 5. In accordance with applicable NTC Instructions, the Employer will conduct an annual "training needs survey" to determine the individual and group training needs and requirements of NTC's Fire Department. The Union will be permitted to submit comments and recommendations regarding training needs to the Fire Chief for consideration prior to completion of the annual "training needs survey." The Union will be supplied with a copy of the completed annual "training needs survey" upon request. In addition, the employer agrees to maintain complete training records for all bargaining unit employees. Copies of these training records shall be provided to the employee once per year upon his/her written request to the Fire Department Training Officer.

Section 6. The employer further agrees to maintain an up-to-date library on the Science of Fire Fighting, Emergency Medical services and Rescue Operations at no cost to the employees. such library

will be accessible to all employees on duty on a 24 hour basis. Employees will be required to check-out such material with their appropriate on-duty supervisor. Employees utilizing this material may be responsible for replacement costs for lost or stolen items pursuant to applicable Instructions.

Section 7. New Employee Training. The Employer agrees to continue providing a "New Employee Training Program" for bargaining unit employee (s). Under this program, participation of probationary employees in outside training normally will be limited to mandatory training until they have satisfactorily completed their probationary period.

Section 8. A bargaining unit employee who is assigned to a new position will be given a reasonable period of time, as determined by the Employer, to become familiar with the requirements of the new position.

Section 9. In as much as the sole purpose of job training is to assist in maintenance and retention of a fully qualified Fire Protection/Fire Prevention workforce, training will not be assigned nor drills held as punitive measures. The Parties agree that training is considered to be work and the Union recognizes that the assignment of work is a retained management right. The Employer agrees to use good sound judgment in determining safe weather conditions all year round whenever scheduled drills/training is conducted. Weather conditions such as extreme cold, heat, etc., will be considered before drills are conducted. Management will make the determination on prohibitive weather. Normally all Fire

Fighters will be required to participate in the training program unless they are medically restricted. The Shift Supervisor will make sure that all Fire Fighter personnel participating in "hot" fire drills will be completely clothed in protective clothing. Ambulance and crew will be physically present at the scene if at all possible during "hot" fire drills.

ARTICLE 20

SAFETY

Section 1. The Employer will assure that safe and healthful working and living conditions are provided for bargaining unit employees that are consistent with the provisions of applicable laws and regulations. To this end, the Employer agrees that the NTC Fire Protection and Fire Prevention Program will comply with existing and future DOD/Navy Directives, NFPA Standards and OSHA Regulations. The Union agrees to cooperate with the Employer by ensuring employees to work in a safe manner and wear protective equipment prescribed by the Employer and to report observed safety and health hazards to the Employer in accordance with applicable procedures.

Section 2. The Employer agrees to staff and operate all required Fire Apparatus pursuant to the provisions of higher authority law, rule and regulation. The Employer agrees, that any deviation to the minimum staffing requirements established by the Department of Defense (DOD) and the Department of the Navy will only be accomplished after a waiver has been granted by the Secretary of the Navy and/or his/her designee. The Employer further agrees to notify the Union in writing of their desire to reduce the manning/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. Mandatory protective clothing furnished to unit employees will be in accordance with the requirements of 29 C.F.R.

and NFPA Standards 1500 (Latest Revision). Employees shall be responsible for the condition of items furnished and the return of such items as required by the Employer. Mandatory equipment utilized by unit employees will also be in accordance with the requirements of 29 C.F.R. 1910.156 and NFPA Standards 1500 (Latest Revision). The Employer agrees to replace mandatory protective clothing and equipment, when worn out. Bargaining Unit Employees will not be required to share any part of his/her turnouts and/or protective equipment with another employee. Pursuant to applicable laws and regulations, bargaining unit employees may be required to pay the replacement costs for lost or damaged equipment,

Section 4. The Employer shall provide for the inspection and testing of the structural integrity and safety of the tools, equipment, and Fire Apparatus utilized by the bargaining unit employees at NTC Great Lakes in accordance with applicable regulations. The Employer agrees to give high priority for

maintenance for tools, equipment and especially Fire Apparatus.

The assigned drive/operator is responsible for notifying the appropriate on-duty Assistant Chief immediately upon identification of a possible deficiency in the operation of his/her apparatus.

Section 5. The Employer agrees to establish a Fire Department Safety Committee for the purpose of addressing Fire Department Safety Issues and implementing the NFPA Standards into NTC's Fire

Protection/FirePrevention Program. This committee will be comprised of an equal number of representatives from the Fire Department Management, bargaining unit employees and one (1) representative from the Union. The committee will meet as often as needed to fully implement those portions of the NFPA Standards that are within their authority to address. The committee will make all recommendations to the Fire Chief for his approval and incorporation into the appropriate Fire Department Standard Operating Procedures (SOP).

Section 6. The Employer shall conduct an industrial health program to assist all employees to maintain optimum health on the job. Unit employees shall be given medical and physical evaluations with emphasis on Cardiac and Respiratory Diseases in accordance with applicable laws and regulations. The physical examination is to include but is not limited to EKG, Chest X-Ray, Pulmonary Function, Urinalysis and Blood Work along with all other required medical exams to insure the employee is in good physical condition. In addition, the Employer will make available to unit employees HIV Antibody testing pursuant to existing laws and regulations. When appropriate, inoculations, vaccinations, and other treatment will be made available to all bargaining unit employees. Employees shall cooperate with the Employer in the implementation of the NTC's health programs. The Employer agrees, that after the initial medical physical by the Employer upon being hired, bargaining unit employees may have the option of taking their yearly physical by personal physician (at their own expense) or NTC's Medical

Personnel. The employee must bring in results of the physical, that meet or exceed the established DON/OPM Standards, to the NTC 's Medical Department thirty (30) days prior to their required yearly physical. All physical examination results will be annotated on the appropriate Department of the Navy forms and are subject to final review and approval by NTC's Medical Officer.

Section 7. With the on going concern toward the spread of infectious diseases, the Employer agrees to provide, for the protection of bargaining unit employees, disposable gloves, micro- shields, rubber aprons, and adequate eyewash for response at any type of medical emergencies where the handling of the victim may be cause for concern.

Section 8. The Employer shall ensure that a confidential, permanent health/medical file is established and maintained on each bargaining unit employee. The employee's health/medical file will record the results of regular medical evaluations and physical performance tests; any occupational illnesses or injuries; any events that expose the unit employees to known or suspected hazardous materials, toxic products, contagious diseases and bloodborn pathogens pursuant to applicable laws and regulations.

Section 9. The Employer and the Union will actively attempt to identify and limit or prevent the exposure of bargaining unit employees to hazardous materials, infectious and contagious diseases, in the performance of their assigned duties and responsibilities. The Employer shall operate an infectious control program that meets or exceeds the requirements of NFPA 1581, the

standards on Fire Department Infectious Control Program. To this end, the Parties agree to establish an NTC Fire Department Standard Operating Procedure (SOP) that establishes a Fire Department Infectious Control Program.

Section 10. The Employer shall provide appropriate training on occupational safety and industrial health matters relating to the work environment; this includes the use and proper maintenance of protective clothing, devices and equipment. Extreme weather conditions will be considered when scheduling drills/training.

Section 11. The Employer will welcome suggestions from the Union and unit employees which offer practical and economically feasible ways of improving safety conditions in NTC's Fire Department and throughout the Naval Training center, Great Lakes.

Section 12. The employer agrees to instruct the Medical and/or the Safety Department to inspect the living quarters of all stations on an annual basis for discrepancies in Federal Health and Safety Regulations. The employer agrees to supply the Union with a copy of the inspection report by the Medical/Safety Department along with its recommendations. The employer further agrees to initiate abatement action to correct any discrepancies found within ten (10) days.

Section 13. **Rehabilitation During Emergency Operations.** The Employer shall maintain an awareness of the condition of bargaining unit members operating within theirspan of control during emergency and ensure that adequate steps are taken to provide for their safety and health. The incident command structure shall be

utilized to request relief and reassignment of fatigued crews. The incident commander shall consider the circumstances of each incident/hazardous stand-by and make suitable provisions for rest and rehabilitation of bargaining unit employees operating at the scene. These considerations may include medical evaluation and treatment, food and fluid replenishment, and relief from extreme climatic conditions, according to the circumstances.

ARTICLE 21

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 air conditioning and heating and adequate furniture. To this end, the employer agrees to continue providing and maintaining Adequate Bedding (mattress, pillow, 2 sets of sheets and pillow cases, blanket and bed spread), refrigerators for storage of employee's food, cooking and eating utensils, TV's and VCR's (for training and recreational purposes) at each station.

The Employer agrees to extend the same considerations to the living conditions in the Fire Station as is extended to other living quarters throughout Naval Training Center, Great Lakes when utilities and/or appliances break down or need replacing. Maintenance problems will be called to the attention of the senior fire supervisor or his/her designated representative on duty who will notify the appropriate maintenance authorities and request action to correct the problem.

Section 2. The Employer and the Union recognize that the living quarters in the fire station represent space allocated for unit employees. To this end, the Employer agrees not to use these areas as public facilities unless a compelling need exists or escorted by Fire Department personnel.

Section 3. The Employer agrees to discuss proposed changes or improvements to living spaces with the Union and agrees to consider the recommendations submitted by the Union. The Employer further agrees that the union will be notified before approval is granted for any self-help project by bargaining unit employees to improve the fire station (s) facilities which would cause disruption in the use of existing facilities.

Section 4. The Employer agrees that unit employees may submit claims for compensation for their personal effects and equipment that have been damaged or destroyed in the performance of duty. To the extent permitted by applicable rules and regulations, unit employees will be compensated for these items.

Section 5. Insofar as it is within the scope of its authority, the Employer agrees that ambulance service, with appropriate life support equipment and trained medical personnel, shall be present at the scene of Live Fire Training, Fires, Hazardous Material Incidents or situations of an equivalent hazard and/or emergency.

Section 6. Recreational Facilities. The Employer agrees unit employees may engage in recreational activities. To this end, bargaining unit employees, with supervisory approval, will be allowed to use recreational facilities during their stand-by and off-duty time per applicable Instructions and SOP's. Access to these facilities will be on a space available basis and will take into consideration mission requirements. The Engine Company participating in recreational activities and/or utilizing recreational facilities must be ready to respond at all times, so

it must consist of a properly staffed crew. Outside recreational activities will not be permitted when a "black flag" has been declared under the "Heat Stress Flag System". The Parties will meet to establish a written "Standard Operating Procedure (SOP)" that will govern the use of these facilities. The Parties agree to review and evaluate this program as needed during the appropriate "Labor-Management" meeting as described in Article 7 of the Agreement.

Section 7. Smoking Policy. The Parties recognize the health hazards of secondhand smoke, notwithstanding the U.S Environmental Protection Agency Study showing that secondhand smoke is the third major cause of lung cancer as well as the legitimate right of every bargaining unit employee to breathe the cleanest air possible. With this important factor in mind, the living quarters of the Fire Station (s) will be free of "known carcinogen" and will promote a smoke-free environment. To this end, the Parties agree that the current mutually acceptable smoking policy shall remain in effect.

Section 8. It is agreed, that the Employer will continue providing parking spaces in close proximity of the Fire Station (s) for all bargaining unit employees.

Section 9. The Employer agrees to provide the opportunity and time, normally up to one (1) hour, for one person in the unit from each operating station on each shift to purchase fresh food daily for the Fire Fighters on duty, at the discretion of the Employer.

Section 10. Meal Preparation: The Employer agrees to provide bargaining unit employees sufficient time to prepare the meals that

will be consumed that specific tour of duty cooking may be conducted in conjunction with scheduled duties as long as the duties are completed in a timely fashion .

ARTICLE 22

STATION UNIFORMS FOR FIRE FIGHTERS

Section 1. This Article sets forth the terms and conditions governing the uniform allowance (initial/ replacement) and for providing, maintaining, and the wearing of the station uniform and protective footwear for bargaining unit employees. The requirements and conditions for the station uniform for bargaining unit employees will be in accordance with the provisions of NFPA 1975 Standards, NTC Fire Department Standard Operating Procedure (SOP) 92-2 (Latest Revision) and this Article, which provides the best protection possible for the bargaining unit employees employed at NTC. There will be no changes in the prescribed station uniform without prior consultation/negotiations with the Union.

Section 2. UNIFORM ALLOWANCE. Bargaining unit employees will be provided a uniform allowance in accordance with applicable laws, rules, and regulations. The uniform allowance is governed by Title v, United States Code, Subchapter 1, Sections 5901, 5902, and 5903.

a. Initial Allowance. The initial allowance helps pay the initial cost of the uniform, but is not intended to fully compensate employees for their uniform expenses. The initial allowance is effective on the date the employee is placed in a position for which the Employer requires the wearing of a uniform. The initial allowance shall be the maximum amount allowable by law.

The Fire Chief shall determine whether a refund of an advance allowance shall be made by an employee who vacates a position during the initial allowance period.

b. Replacement Allowance. The purpose of the replacement allowance is to help pay for the replacement of uniform items. The replacement allowance shall be the maximum amount allowable by law annually. The replacement allowance shall be paid in accordance with applicable law, rule and regulation. For the purpose of this AGREEMENT, the replacement allowance shall be paid to bargaining unit employees quarterly. The replacement allowance request will be initiated for each bargaining unit employee prior to the first full pay period of each quarter.

c. Position Change Allowance. An employee who is reassigned or promoted to a position with similar, but not identical, uniform requirements as those of the previous position, shall be paid an allowance to cover the cost of adjustment or addition to the old uniform to meet the new requirements.

Section 3. Prescribed Station Work Uniform. The uniform for bargaining unit employees shall consist of jacket, trousers, shirt (s), tie, baseball cap, and round cap pursuant to SOP 92-2 (Latest Revision) and this agreement. Accessories for station uniform that are provided by the Employer shall consist of hat badge, breast badge, name tag, NTC Fire Department patches, and the American Flag. Damaged, lost or stolen items shall be replaced by the Employer unless negligence on the part of the employee *is* sustained. The Employer agrees to allow bargaining unit employees

to wear collar devices and the highest level of medical certification. The collar devices and medical patches will be at the expense of the employee. The Employer agrees to allow bargaining union employees to wear the IAFF Union Pin on the left side pocket flap.

Section 4. Mode of Dress. The standard station uniform for bargaining unit employees, as described in section (3), above will be worn in two (2) modes, the dress mode and the work mode. These modes of dress shall be accomplished by adding and/or subtracting various uniform parts. The modes of dress are described in SOP S2-2 (Latest Revision).

Section 5. Standards of Appearance. When wearing the uniform, bargaining unit employees will at all times present a neat appearance -- clothes cleaned, pressed and in an acceptable state of repair; shoes polished and in an acceptable state of repair; wearing the uniform only on duty except when authorized to wear it when proceeding from home to the duty station and return. However, the Employer agrees that bargaining unit employees shall not be required to wear the station uniform to and from work.

Section 6. Grooming Standards. The face shall be clean shaven except- that a mustache is permissible and will not interfere with the seal of the self-contained breathing apparatus. Side burns will be neatly trimmed, even in width, and not extend below the lowest part of the ear. Hair on the back of the head will not be worn below the bottom edge of the collar. Bush, Afro or other similar hair styles will be worn in moderation so long as these

hair styles do not interfere with the wearing of safety equipment or the uniform hat. No facial jewelry will be permitted.

Section 7. Protective Footwear. Protective footwear (safety shoes) for bargaining unit employees will be supplied by the Employer and will comply with and meet applicable standards. The standard establishes minimum design and performance criteria for protective footwear designed to mitigate adverse environmental effects to the feet and ankles during routine and emergency operations. To this end, the Parties agree to establish an SOP for the providing and maintaining of safety shoes for bargaining unit employees.

ARTICLE 23

PAYROLL ALLOTMENT - COLLECTION OF DUES

Section 1. The Employer agrees that employees who are members in the Unit may authorize the payment of their dues to the Union by salary allotment through payroll withholding in accordance with this AGREEMENT.

Section 2. Employees have the right to make a voluntary allotment from their pay for the payment of dues to the Union, as well as the right to revoke such allotment, if they desire to do so.

Section 3. Where such an allotment has been made in writing by an employee by completion of prescribed allotment form (Standard Form 1187), dues will be withheld from his/her pay each pay period; except, no dues will be withheld for any pay periods in which the net salary, after other legal and required deductions, is insufficient to cover the amount of the allotment for dues.

Section 4. The amount to be withheld each pay period for Union organization dues shall be determined by the Union and indicated on the SF-1187.

a. The amount of an employee's allotment will remain unchanged until the President of IAFF Local F-37 certifies to the NTC HRO that the amount of the regular dues has changed. Upon receipt of such certification, the NTC HRO will notify the civilian payroll office to begin to withhold the certified amount of the dues on the first complete pay period for which deductions are made, or a later

date, if requested by the Union.

b. Changes in the amount of the allotment by reasons of changes in the amount of Union dues may not be made more frequently than once every twelve (12) months.

c. When an employee *is* in a non-pay status for an entire pay period, withholding will not be made to cover that pay period from future earnings, nor will the employee be permitted to deposit the amount which would have been withheld if he had been in a pay status during the period. If an employee is in a non- pay status for only a part of such a pay period, and the salary is not sufficient to cover the full withholding, deduction will not be made. All other legal and required deductions have priority over deductions for Union dues.

Section 5. The Union is responsible for procuring the prescribed allotment (Standard Form 1187); distributing the form to its members; certifying as to the amount of its dues; delivering completed forms to the NTC HRO; and educating its members on the agreement for allotments for payment of dues, its voluntary nature, and the uses and availability of the required form. The NTC HRO will determine whether the employee is eligible for payroll dues deduction, so certify and promptly forward the SF- 1187 to the payroll office.

Section 6. An allotment shall be terminated automatically when the employee leaves the Unit or when assigned to a position (except on a temporary promotion) which would exclude him from the Unit as defined by Article I. When transfer, separation, or promotion

occurs during a pay period, the full amount of the deduction will be withheld for that pay period, subject to Section 4 above.

Section 7. An allotment shall be terminated when the employee has been suspended or expelled from the Union. The Union shall promptly notify the NTC HRO when a member who had authorized dues withholding is suspended or expelled from the organization.

Section 8. An employee may submit Standard Form 1188 to the HRO office for the revocation of dues allotment at any time. Revocation will be effected by the civilian payroll office, following receipt of the employee's written revocation, the first day of the first pay period following 1 March, except that an employee who authorized dues withholding less than one full year prior to 1 March may have dues revocation effected no sooner than the beginning of the first pay period following the one year anniversary date.

Section 9. The civilian payroll office will notify the Union of the revocation of an allotment by an employee (SF-1188).

Section 10. The civilian payroll office will send to the Union designated officer the remittance of dues withheld and furnish information: (1) Union dues code, (2) employee's number, (3) employee's name, and (4) deduction amount.

Section 11. The Employer agrees that the Union will not be charged for withholding Union dues.

ARTICLE 24

DRUG FREE WORKPLACE PROGRAM

Section 1. The Employer and the Union recognize that illegal drug use is a threat to the public 's welfare and the bargaining unit employees of the Fire Department, Naval Training Center, Great Lakes/IAFF Local F-37. Thus, the Employer shall take necessary steps, including drug testing, to eliminate illegal drug usage. It is the goal of this article and the DFWP policy to prevent illegal drug use in the workplace (Fire Department).

Section 2. The Parties agree that testing referred to by the term "drug test" shall mean urinalysis at this time. The Union will be notified, in writing, in advance of any proposed changes to the method/procedure utilized for testing bargaining unit employees. The Employer further agrees, that under no circumstances will an employee be subject to urinalysis testing as a punitive measure. Urine collection shall be conducted in a manner which provides a high degree of security for the sample and freedom from alteration.

Section 3. Testing Designated Positions as described in CPI 792-3 are those positions within the NTC Fire Department (Fire Fighter GS-0081 series), Naval Training Center Great Lakes that the Employer has determined to meet the criteria for random drug testing. If modified by the Employer, the Union will be advised in writing.

Section 4. Notification of Employees. In the event Drug Testing is

required, the Employer shall inform concerned bargaining unit employee (s) in advance of the following:

a. The reason for the Drug Test.

b. How the Employee was selected (Random, Suspicion, investigation, etc.).

c. Consequences of a positive result including possible disciplinary action up to and including removal.

d. consequences of a refusal to cooperate including possible disciplinary action up to and including removal.

e. Of the right, in the event the specimen tests positive, to be given an opportunity to submit medical documentation to a designated Medical Review Officer to establish the legitimate use of the specific drug (s) before any administrative action is taken.

f. Of the availability, through the Employee Assistance Program, of drug abuse counseling and referral services to which he/she can voluntarily submit.

g. Of the consequences of refusing to be tested or the detection of illegal drug usage.

Section 5. Employees have the right to contact the Human Resources Office for assistance in determining the extent of coverage their health" benefit plan provides for drug treatment and/or rehabilitation.

Sect ion 6. When ordered to cooperate and/or participate in any form of the Drug Free Workplace Program, unit employees have the right to union representation during any formal discussions with the Employer and/or the Medical Review Officer (MRO), if the MRO

contacts the employee regarding the test.

Section 7. Testing Procedures. The Employer agrees that the following testing procedures will be utilized:

a. The Employer shall determine the method of random selection from the pool of employees subject to random testing. Upon request, the - Employer will provide the Union a copy and demonstration of the selection program used. The Union will be notified, in writing, in advance, when the selection method/ process is being changed. The Employer will also provide the Union copies of relevant information upon written request, so long as the Union makes a showing that the information requested is relevant and necessary to its representational responsibilities.

b. Upon direction of the Employer, bargaining unit employees will report to the designated location to be tested. Employees will be in a duty status during the time they are providing a urine sample at the collection site, in accordance with applicable NTC Instructions.

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

d. Upon a positive urinalysis test, the Medical Review Officer has the discretion to order another sample or to accept other evidence in any manner deemed efficient or necessary.

e. Upon a confirmed first positive test result by the Medical Review Officer, the Employer shall take whatever action it deems appropriate to insure that the Employee no longer occupies a

testing designated position.

section a. Confidentiality and Safeguarding of Information.

a. Samples will be subject to the chain of custody procedures established by the Department of Health and Human Services and Department of Navy guidelines.

b. Within the requirements of law and regulations, including the Privacy Act, bargaining unit employees will be assured that all matters relating to drug testing will be treated confidentially. Information will be released only to those officials/agencies authorized by regulation.

Section 9. Counseling and Rehabilitation.

a. The Parties agree that the Employee Assistance Program will provide counseling to bargaining unit employees who either volunteer or are management referred for this counseling. Employees will be informed of the consequences should they refuse counseling or rehabilitation. If the bargaining unit employee chooses to participate in the program further urinalysis may be conducted.

b. Bargaining unit employees may be returned to duty after successful completion of rehabilitation. Employees may return to the same or similar position occupied before the drug problem was identified unless the Employer determines there are reasons for alternative assignment.

c. Safe Harbor. Under "Safe Harbor", a bargaining unit employee may voluntarily identify himself/herself as a user of illegal drugs prior to being so identified by other means, and
seek

counseling or rehabilitation assistance without being subject to disciplinary action for prior drug use. An Employee who admits to drug use after being notified that he or she is scheduled for a test or just after a sample is collected, or who is found to use drugs on the basis of other appropriate evidence, is not eligible for safe harbor. This does not affect the ongoing operation of the Civilian Employee Assistance Program.

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

Section 11. The Employer will not coerce or require bargaining unit employees to participate in the voluntary testing program. Participation or non-participation in the voluntary testing program will neither advantage or disadvantage bargaining unit employees.

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

ARTICLE 25

GENERAL PROVISIONS

Section 1. Retirement Counseling. The Employer agrees that any unit employee who contemplates retirement within six (6) months shall be afforded retirement counseling to insure that the interests of the employee are protected. such counseling shall be provided by the Human Resources Office Retirement Counselor and shall include information on alternative retirement options for which the employee is eligible. In the event questions arise which cannot be resolved by the Retirement Counselor, the Employer agrees to make reasonable efforts to resolve the issue by contacting the Office of Personnel Management or by forwarding the employee's request for resolution to such office. It is agreed that employees who encounter unusual circumstances may request to be accompanied by a union representative.

Section 2. Employee Suggestions. The Employer encourages all unit employees to participate in the Employee Suggestion Program. The Employer agrees to process employee suggestions in accordance with NTC Instruction 12451 (Latest Revision). Upon request, the Human Resources Office will assist employees in assuring that suggestions are in the correct format for evaluation. It is the desire of the Employer that all employee suggestions be processed in a timely and expeditious manner. It is agreed that employees who encounter unwarranted delays in receiving a final determination regarding their suggestion, and who request union representation, may be

accompanied by a union representative when discussing the matter with the officials responsible for administration of the program.

Section 3. Within-Grade Increases. The granting and/or denial of a within-grade increase shall be taken in accordance with NTC Instruction 12431.1 (Latest Revision).

Section 4. Civilian Employee Assistance Program (CEAP).

a. The Parties share a concern with the well-being of all unit employees, the need to maintain employee productivity, and the preservation of a safe and secure work place. Therefore, the Employer agrees to establish and maintain, and the Union agrees to support, a Civilian Employee Assistance program (CEAP) designed to assist employees in overcoming performance or conduct problems caused by abuse of alcohol, drugs or other personal problems. In addition, the Employer and the Union jointly recognize alcohol and drug abuse as treatable illness. It is also recognized that it is in the best interests of the Employer, the Union, and bargaining unit employees that these illnesses be treated and controlled in accordance with applicable regulations.

b. The CEAP plays an important role in identifying and resolving employee substance abuse by: demonstrating the Employer's commitment to eliminating illegal drug use; providing employees an opportunity, with appropriate assistance, to discontinue their substance abuse; providing educational materials to managers, supervisors and employees on substance abuse issues; assisting supervisors in confronting employees who have performance and/or conduct problems which may be based in substance abuse;

making referrals to appropriate treatment and rehabilitation facilities; and follow-up with individuals during the rehabilitation period to track their progress and encourage successful completion of the program.

c. Employees who suspect they may have an alcohol or drug abuse problem, even in the early stages, and those who recognize that they have a personal problem not involving substance abuse, are encouraged to voluntarily seek counseling and information on a confidential basis by contacting their individual (s) designated to provide such service.

d. Employees whose conduct or job performance appears to be impaired as a possible consequence of alcohol, drug or other serious personal problems will be given an opportunity to obtain counseling assistance. An employee may be directed by the Employer to contact a designated counseling facility. Refusal by the employee to make such contact may be grounds for disciplinary or adverse actions. Employees may voluntarily seek assistance from their supervisor, the Human Resources Office (HRO), a Union official, the Counseling and Assistance Center (CAAC), or other appropriate, recognized counseling facility.

e. The confidential nature of medical and counseling records of employees with alcohol abuse, drug abuse, or their personal problems will be properly safeguarded.

f. Sick leave will be granted for the purpose of treatment or rehabilitation as with any other illness.

g. No employee will have his/her job security or promotion

opportunities jeopardized by his/her request to designated personnel for counseling and referral assistance - except when continuing the employee in the position would impose an undue hardship on the Employer, such as an unreliable employee in a critical function or in duties which could affect the health or welfare of others.

h. An employee who acknowledges that deficiencies in his/her performance or conduct are due to drinking, drug or other serious personal/medical problems will be given an opportunity to obtain counseling assistance. If the problem employee accepts counseling and submits to a program of therapy, disciplinary action will generally be held in abeyance in order to give the employee one opportunity to correct the problem. If the employee departs from the commitment to the program of assistance, unsatisfactory performance or conduct will be a basis for appropriate disciplinary or adverse action.

i. The Employer agrees to provide appropriate publicity for the program to keep employees informed as to their rights and benefits.

j. If an employee elects to participate in the program, he/she will be required to submit proof of participation and successful completion. In cases involving use of illegal drugs, the provisions of SECNAVINST 12792.3, Department of Navy Drug Free Workplace Program, will be followed.

Section 5. Employee Personnel Records.

a. The Employer shall maintain the Official Personnel Folder of each Bargaining Unit Employee in accordance with applicable law, rule, and regulation. An employee may review his/her Official Personnel Folder upon request to the appropriate Management official.

b. Supervisory Files. In the event a supervisor decides to maintain a working file on an employee, it shall be limited to documents and records pertinent to the supervisor and the employee. The contents of any working file shall be made available for review upon request by the employee. Materials in the working files which are no longer relevant to the supervisor and employee shall be destroyed.

Section 6.

a. The Employer agrees to utilize the Incentive Awards system to recognize noteworthy performance and, at the close of each performance rating period, careful consideration will be given to nominating employees for such awards.

b. All the incentive awards granted will be given due consideration during merit promotion procedures.

ARTICLE 26

PERFORMANCE APPRAISAL REVIEW SYSTEM (PARS)

Section 1. The Performance Appraisal Review system (PARS) for unit employees will be administered in accordance with the provision of NTC INSTRUCTION 12430 .2 (Latest Revision)

Section 2. Performance Standards. The application of standards used for the evaluation of performance shall be valid and directly related to the employee's official duties. They shall be applied in a fair and equitable manner. Such standards shall be communicated to each employee within thirty (30) days of the beginning of the rating period or no later than ninety (90) days prior to the end of the rating period. The Union may submit recommendations to the Employer on established performance standards and the Employer shall give those recommendations sincere consideration.

Section 3. Annual Performance Appraisals. An employee's annual performance appraisal shall be based on the critical elements and performance standards and shall be discussed with the employee. Union representatives shall not be penalized in their rating for carrying out their labor-management representational functions under the terms of this agreement and the provisions of PL 95-454.

Section 4. Improvement Period. Before action is initiated to remove or reduce in grade an employee whose performance is unacceptable in one or more critical elements, the Employer must:

a. Inform the employee in writing of the critical elements and standards for which performance is unacceptable.

b. Inform the employee in writing of the specific performance deficiencies.

c. Allow the employee at least thirty (30) days to demonstrate acceptable performance.

d. Offer the employee assistance in improving the performance to an acceptable level.

e. Inform the employee that unless his/her performance improves to an acceptable level, he/she may be removed or reduced in grade for unacceptable performance.

Section 5. Unacceptable Performance. An employee whose reduction in grade or removal is proposed for unacceptable performance is entitled to:

a. A thirty (30) day advance written notice of the proposed action which identifies:

(1) Specific instances of unacceptable performance on which the proposed action is based.

(2) The critical element(s) of the employee's position involved in each instance of unacceptable performance.

b. Be represented by the Union, an attorney or other representative at the employee's expense.

c. A reasonable time, but not less than ten (10) days, to answer orally and/or in writing.

d. A written decision. The decision to retain, reduce in grade, or remove an employee shall be made within thirty (30) days

after the date of expiration of the notice period, (i.e., sixty (60) days from the date the proposed notice was issued, unless an extension has been approved). No instances of unacceptable performance that are more than one year old at the time of the advance notice may be used to reduce-in-grade or remove an employee.

e. **Improved Performance During Notice Period.** If, because of performance improvement by the employee during the notice period, the employee is not reduced in grade or removed, and the employee's performance continues to be acceptable for 1 year from the date of the advance written notice provided under this section, any entry or other notation of the unacceptable performance for which the action was proposed under this section shall be removed from any management record relating to the employee.

Section 6. Assignments. Union Representatives shall not be penalized in their rating for carrying out their labor-management representational functions under the terms of this agreement and the provisions of P.L. 95-454. Reasonable workload adjustments shall be made by supervisors and higher management officials in order that Union' Representatives may carry out their functions.

Section 7. Training. The Employer shall provide training and orientation for employees on any new performance appraisal system.

Section 8. Notice to the Union. The Employer shall inform the Union of any and all studies it conducts bearing on performance appraisals.

Section 9. The critical elements and performance standards shall be discussed with employees upon reassignment, or detail or temporary promotion of more than two (2) full pay periods.

ARTICLE 27

CIVIC RESPONSIBILITIES

Section 1. In the event an employee is called for jury duty or jury qualification, the Employer will grant court leave when consistent with appropriate rules and regulations. The Employer recognizes that such duty is a responsibility of each and every employee. When called upon, the Employer agrees to keep deferment requests to the minimum number required to carry out the mission of the Fire Department.

Section 2. If an employee is called to perform civic duties cited in Section 1, such employee shall promptly notify the Fire Chief of this fact and shall provide a true copy of his summons for said jury duty.

Section 3. Upon completion of his service, the employee shall obtain a jury service attendance notice signed by the appropriate court official, which will be presented to the Fire Chief.

Section 4. In consideration of contributions to the public under approved Navy community charity campaigns, both Parties recognize that such contributions are on a voluntary basis and no coercion will be permitted. However, both Parties agree that employees are to be given an opportunity to support fund drives and community efforts which have been sanctioned by the Commander, Naval Training Center.

Section 5. Eligible employees who are members of the National Guard or reserve components of the Armed Forces shall be granted military leave without loss of pay or charge to leave upon presentation of competent orders. Military leave is limited to a maximum of 15 calendar days during each year, except: (a) that up to 22 additional work days in a year are authorized for a Reservist or National Guardsman called to duty for providing "Military aid to enforce the law."; and (b) that employees can carry unused military leave, up to 15 calendar days, forward from the previous year, thereby giving an employee a possible 30 days military leave during a fiscal year. Military leave may be taken intermittently, a day at a time, or all at one time. Non-work days falling within a period of absence for the basic 15 days of military leave are charged as military leave; non-work days occurring at the beginning or end of a period of military leave are not charged as military leave. Employees should request military leave as soon as possible after receiving orders. A copy of the orders should be submitted to the immediate supervisor. Within five work days after return from military leave, the employee should submit a certified copy of orders endorsed by competent military authority and indicating completion of duty.

ARTICLE 28

DURATION AND CHANGES

Section 1. This AGREEMENT, as executed by the Parties, shall remain in full force and effect for a period of three years from the date of its approval by the Office of the Secretary of the Navy. Thereafter, it will remain in effect for successive periods of one year, subject to being brought into conformance with applicable laws, published policies and regulations of appropriate authorities and approval by the Office of the Secretary of the Navy, unless either Party notifies the other in writing at least 90 days prior to the next anniversary date of intention to renegotiate a new AGREEMENT. When either Party requests to renegotiate the AGREEMENT, the provisions of this AGREEMENT shall be honored until a new AGREEMENT becomes effective, except for those provisions that are contrary to any law, regulation, Executive Order or Public Law 95-454.

Section 2. This AGREEMENT, except for its duration period as specified in Section 1, may be opened for an amendment by mutual consent of the Parties at any time after it has been in force and effect for at least six months. Any request for amendment by either Party must be written and must include a summary of the amendment (s) proposed. The Parties shall meet within fourteen calendar days after receipt of such request to discuss the matter(s) involved. If the Parties agree that opening is warranted

on any such matter(s), they shall proceed with negotiations. Negotiations shall be strictly limited to those matters previously agreed to 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 the Navy.

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. All rights, privileges and working conditions enjoyed by the Employer, the Union, and the bargaining unit employees at the present time, which are not included in this agreement, shall remain in full force, unchanged and unaffected in any manner, during the term of this agreement unless changed by mutual consent of the Parties or as required by law, rule and/or regulation.

