

# AGREEMENT



BETWEEN

U.S. Naval Weapons Station Earle

AND

Local F-147

International Association

of

Fire Fighters

AGREEMENT  
BETWEEN  
NAVAL WEAPONS STATION EARLE  
AND  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL F-  
147  
1996 - 1999

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### **PREAMBLE**

THIS AGREEMENT is made by and between the United States Department of the Navy, Naval Weapons Station Earle, Colts Neck, New Jersey, hereinafter referred to as the "EMPLOYER" and the International Association of Fire Fighters (IAFF), Local Fl47, hereinafter referred to as the "UNION", hereinafter collectively referred to as the "PARTNERS". The PARTNERS agree what 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 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 PARTNERS agree to support, affirmatively and positively, the following major goals common to the Employer and the Union; provision for participation by employees in formulating and implementing personnel policies and practices affecting the conditions of employment; safeguarding of employee health and safety; developing and using employee skills; promoting work attendance; improving the utilization of time and materials; promoting the principles of equal employment opportunity; improving the labor-management relationships in dealings among employees, the Union and the Employer in the conduct of public service as specified in this collective bargaining agreement.

## 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 the AGREEMENT is applicable is composed of all Fire Fighters, Fire Prevention Inspectors, and Lead Firefighters employed at the WPNSTA Earle, excluding management officials, professional employees engaged in Federal personnel work in other than a purely clerical capacity, Supervisory Fire Fighters, Fire Chief, supervisors as defined in the Statute and all other employees.

## 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 Issuance' s, Office of Personnel Management policies and regulations and Department of Defense, CFR, NFPA, OSHA, Department of the Navy, and WPNSTA Earle policies and regulations.

**Section 2.** Upon request, the Employer will furnish the Union a copy of existing WPNSTA Earle instructions, 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 cost incurred in furnishing such material. The Employer agrees to place the Union on the distribution list to receive copies of all WPNSTA Earle 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 unit employees. A reasonable number of copies will also be furnished the Union for its use.

## ARTICLE 3

### MATTERS APPROPRIATE FOR CONSULTATION OR NEGOTIATION

**Section 1.** It is agreed and understood that matters appropriate for negotiation and consultation between the parties are personnel policies and practices and matters affecting general working conditions of employees in the unit which are within the discretion of the Employer.

Such negotiations will be in accordance with the requirements of the Statute.

**Section 2.** The obligation to negotiate with respect to personnel policies and practices and matters affecting working conditions does not include matters covered in Article 4, Rights of the Employer. This does not preclude the parties from negotiating procedures WPNSTA Earle will observe or appropriate arrangements for employees affected by the exercise of any such authority under this AGREEMENT.

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

**Section 4.** 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 5.** The Employer agrees that before issuing a new or revised WPNSTA Earle or Fire Division Notice or Instruction containing negotiable provisions, a draft of the Notice or Instruction will be provided to the Union, along with the intended implementation date. The Union may, prior to the intended implementation date, request that the Employer bargain or consult on the negotiable changes of the draft Notice or Instruction. Such request shall be in writing and the decision to negotiate or consult shall be irrevocable. Requests for extensions of time limits will not be unreasonably withheld. If the Union fails to make a written request to bargain or consult prior to the intended implementation date, the change may be effected by the Employer. The Employer agrees not to implement any changes until all negotiations are completed and agreed to by the parties, unless a compelling need exists.

**Section 6.** The point of contact for the purpose of consulting and/or negotiating on any issue regarding the administration or application of this AGREEMENT shall be the duly elected President or his/her designated representative for the Union and

the Fire Chief and/or his/her designated representative for the Employer. If neither of these officials is available, the PARTNERS will insure that a duly authorized representative will be present and have full authority to perform such functions.

**Section 7.** Pursuant to Executive Order 12871, nothing in this Agreement will preclude the Employer and the Union from negotiating--

a. On the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.

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

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

#### **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 WPNSTA Earle; and

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 WPNSTA Earle's operations shall be conducted;

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

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

(b) Any other appropriate source; and

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

**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, national origin, age, or disability.

**Section 4.** Except as otherwise directed by law, rule or regulation, seniority for bargaining unit employees is based on their length of service at the WPNSTA Earle Fire Department. A seniority list shall be made available to the Union upon request.

**ARTICLE 6**  
**UNION RIGHTS AND REPRESENTATION**

**Section 1.** The Union is entitled to act for, and negotiate collective bargaining agreements covering all employees in the unit. The Union is responsible for representing the interests of all employees in the unit without discrimination and without regard to labor organization, membership. The Union however does not have the duty/or responsibility to represent bargaining unit employees that are, non-members of IAFF Local F147 in any statutory appeal procedures (e.g MSPB and EEOC). Bargaining unit employees may choose their own representative in these instances.

**Section 2.** The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment. Management will give the Union reasonable advance notification of the time, place and general subject of the meeting. If the Union has been properly notified and does not appear at the meeting, it has waived its right to be represented and the meeting may be held.

**Section 3.** The Union shall be given the opportunity to be represented at any examination of an employee in the unit by a representative of the agency in connection with an investigation if the employee reasonably believes disciplinary action against him/her may result and if the employee request representation. The Union 's entitlement to be present occurs only at the employee's request. If the employee does not request representation, management may hold the meeting without notifying the Union.

**Section 4.** The Employer agrees to recognize the President, Vice President, Secretary, Treasurer, and four Shops Stewards of the Union. The Employer also agrees to recognize Administrative Assistants appointed by the President to work on specific committees/projects. The Union agrees to submit to the Employer, within 10 calendar days of election/appointment, a list of officials and to update as changes occur.

**Section 5. OFFICIAL TIME.** Officers and Stewards of IAFF Local F147 will be authorized a reasonable amount of official time away from the job to perform their representational activities pursuant to the terms and conditions of this Agreement and in accordance with 5 USC 7114 and 7131. Official time is not authorized for such activities as solicitation of membership, collection of employees' dues, campaigning for offices, or other matters pertaining to the internal business of the Union.

**Section 6.** The Union recognizes its responsibility to ensure that representatives do not abuse their authority by unduly absenting themselves from their assigned work areas and that they will make every effort to perform their authorized functions in an expeditious manner.

**Section 7.** The Union agrees that prior to performing appropriate business described in Section 5 above, officers shall first request permission from the appropriate on-duty supervisor. Permission will normally be granted unless such absence would cause an undue interruption of work. The request for permission shall include a description of the nature of, the business to be transacted, including the name of the grievant and/or complainant and the approximate duration of the absence. If the officer or grievant/complainant cannot be spared at the requested time, the appropriate supervisor on duty shall inform the officer of the time that permission may be granted to leave the job, when time permits. In any case, the appropriate supervisor on duty shall not unreasonably deny such permission. The employee and the officer will report their return to work to the appropriate supervisor on duty.

**Section 8.** The conduct of representational business (not to be construed as "Official Government Business") set forth in the AGREEMENT shall normally be conducted during duty hours;

however, all employees must recognize that their primary responsibility is to their Government position and shall conduct representational business with as much dispatch as possible.

**Section 9.** Administrative Leave. The Employer agrees that upon advance written request, employees who are officers 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. A reasonable amount of time will be authorized for Union officials to attend such functions.

**Section 10.** Use of Official Facilities. The Employer agrees to make facilities available for meetings of IAFF Local F-147 during non-working hours of unit employees and the use of space is not precluded by official need or the terms of applicable directives. Such use will have no disrupting or distracting effect on the mission of the Employer.

**Section 11.** Use of Office Space and Equipment. The Employer agrees to provide space for the Union to conduct its official representational duties. This will include access to a telephone with an outside line and DSN. In addition, the Employer will allow the Union to utilize, if available, the Fire Department's copier, typewriter, and computer. The Union agrees to pay for and/or provide all supplies associated with using this equipment, this includes but is not limited to paper, toner, ribbons, computer disks, etc. The Employer will provide the Union a Bulletin Board in each Fire Station for the purpose of posting Union Information as it relates to bargaining unit employees.

**Section 12.** 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 at the Main Fire Station. The Employer shall notify the Union of duty assignment and shift of all newly hired employees.

**Section 13.** The Employer agrees that if a questionnaire is developed 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 14.** The Employer agrees to consider Union representation on any standing WPNSTA Earle committees involving the mutual interests of bargaining unit employees and WPNSTA Earle. 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.

**ARTICLE 7  
FIRE DEPARTMENT PARTNERSHIP AGREEMENT**

**Section 1.** The Employer and the Union agree to continue honoring their established Partnership Agreement (MOU) (Appendix A) pursuant to Executive Order 12871. This Council has allowed the parties to become full PARTNERS in identifying problems, areas of concern, and changes to working conditions within the Fire Department and to develop viable solutions to these problems so that the Fire Protection and Prevention Division's mission can be accomplished in a more cost effective and efficient manner.

**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. The present work schedule (tour of duty) for Fire Fighters and Lead Firefighters is six twenty-four hour tours of duty in a pay period.

**Section 2.** The normal work schedule for Fire Fighters and Lead Firefighters shall be from 0730 to 0730, twenty-four consecutive hours of duty and shall consist of eight hours of work and sixteen hours of standby time. Normally, Fire Fighters and Lead Fire Fighters will secure from work to standby status at 1530 hours. For the purpose of this agreement actual work and stand- by status is defined as follows.

a. For the purpose of this agreement, a Fire Fighter and Lead Firefighter are 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, 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 2a and is free to eat, sleep, read, listen to radio, or engage in other similar pursuits. The Employer agrees to guard against scheduling "actual and/or make work" during the employee's stand-by/sleep period.

**Section 3.** The normal work schedule for Fire Inspectors is four eight-hour days and one 24-hour shift per week scheduled Monday through Friday from 0630 to 1500 with a 30-minute lunch period.

It is understood that other work schedules for Fire Inspectors may be established in accordance with applicable laws, rules and regulations when the Employer determines they are necessary.

**Section 4.** Any employee who is called back to work at a time outside of and unconnected with his/her scheduled hours of work shall receive at least two hours call-back overtime pay, including any night differential and/or additional pay to which he/she is entitled in accordance with applicable pay regulations and statutes.

**Section 5.** The Employer and the Union recognize the importance of adequate fire protection of WPNSTA Earle and that, from time to time, 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: The Employer agrees, that all overtime assignments will be distributed as equitably as practicable pursuant to existing overtime procedures. The Employer will notify employees of the requirement to work overtime as far in advance of the overtime assignment as possible. The Employer will, upon request, relieve an employee from an overtime assignment where such assignment would result in an unreasonable inconvenience to the affected employee and where another qualified employee is willing to work.

**Section 6.** In accordance with applicable rules and regulations, unit employees will not be required to earn compensatory time in lieu of overtime.

**Section 7.** The Employer agrees that when changes in established work periods and tour of duty affecting unit employees become necessary, the Employer will consult and/or negotiate the impact and implementation of such changes.

**ARTICLE 9**  
**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. The Employer agrees to schedule and to approve requested annual leave in such a manner throughout the leave year so that no employee will forfeit leave.

**Section 2.** Vacation Annual Leave. Vacation annual leave will be scheduled as follows:

a. A leave selection list covering bargaining unit employees shall be posted sixty (60) days prior to the commencement of the annual leave period. The list will be divided into "A" Platoon and "B" Platoon.

b. Scheduled annual (vacation) leave shall be kept fair and equal by rotating the two platoon lists, in sequence. The top three or four names as appropriate on each list will be placed, in order, at the bottom of the lists prior to each new leave period, thus forcing all names on the lists up three or four positions (governed by Fire Department complement). This is to ensure each employee an equitable first choice vacation pick.

c. Approved annual (vacation) leave will be changed only in unusual circumstances, and then only with the approval of the Fire Chief or designee.

d. No more than two bargaining unit employees from each platoon shall normally be granted vacation leave during any period except as noted below:

(1) Personnel requiring emergency leave;

(2) Personnel in excess of the minimum staffing requirements, when necessary, to grant duplicate leave in order to complete the leave schedule.

**Section 3.** Leave requests for Bargaining Unit Employees shall be submitted through the appropriate on-duty supervisor.

**Section 4.** Annual Leave. Normally, requests for annual leave for other than the vacation leave periods covered by Section 2 of this Article shall be submitted as soon as practicable prior to the beginning of the employee's scheduled work shift. Such leave will be scheduled on a first come first served basis,

however, if multiple requests are received simultaneously, the employee having the greatest length of service at the WPNSTA Earle Fire Department shall receive preference.

**Section 5.** Holiday Annual Leave. Consistent with workload requirements, the Employer agrees that annual leave on National Holidays including the 4th of July, Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day shall be as generous as practicable.

**Section 6.** 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 notify the appropriate on-duty supervisor, prior to the scheduled shift. If the absence extends beyond one workday, the employee shall keep the appropriate on-duty supervisor informed of the situation and probable date of return to work.

**Section 7.** It is agreed that, during severe weather conditions, when the Station is officially closed and all employees (except emergency personnel) are given administrative leave, bargaining unit employees shall be given consideration. If they are late reporting for work, because of road conditions and distance to travel, they shall be given administrative leave not to exceed four (4) hours based on the merits of the employee's case.

**Section 8.** Requests for absence or leave pertaining to matters not covered by the AGREEMENT will be considered and approved in accordance with existing and future WPNSTA Earle instructions and other applicable laws or regulations. Examples of such matters are court leave, jury duty, leave without pay, excused absences, compensatory time, religious compensatory time, family and medical leave, and family friendly leave.

## **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 supervisor in the station between 0630 - 0700 of their scheduled tour of duty. 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.

**Section 2.** Bargaining 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. 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 accordance with applicable rules and regulations, sick leave not to exceed thirty working days duration, may be advanced to an employee in case of serious illness or disability. The parties agree, that for the purpose of this section, Drug Abuse and Alcoholism will be considered and treated as illnesses and the Employer may grant advance sick leave for rehabilitation purposes.

**Section 4.** Employee requests for sick leave for medical, dental, or optical examination or treatment shall be made in advance of the date of the scheduled appointment. Approval of sick leave for these purposes is subject to the employee's submittal of a properly completed Standard Form 71, Application for Leave, within two tours of duty after return to work, which certifies that the employee kept the appointment.

**Section 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 applicable WPNSTA Earle Instructions. 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 employee's health or welfare is not in jeopardy.

**Section 7.** Employee Counseling. The Employer and the Union recognize alcoholism and drug abuse as treatable illnesses. Furthermore, both parties are committed to aiding employees who request assistance in obtaining counseling services for these and 'Other health problems which have an adverse effect on job performance. The Employer will provide assistance in accordance with applicable WPNSTA Earle Instructions. Appropriate leave will be granted for the purpose of treatment or rehabilitation as with any other illness.

## **ARTICLE 11**

### **PROMOTIONS**

**Section 1.** When merit promotion procedures are utilized for filling unit positions, the promotion policy set forth in this AGREEMENT and local WPNSTA Earle Instructions 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 the primary means for consideration of filling a vacancy. The Employer may fill positions by other methods when appropriate, in accordance with existing laws, rules or regulations.

**Section 3.** When filling unit positions under the Merit Promotion Program, announcements will remain open for a minimum of ten calendar days. The Employer will furnish the Union two (2) copies of all promotion announcements. In addition, the Employer will post copies of all WPNSTA Earle vacancy 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 WPNSTA Earle's Fire Department shall be considered when listed on applications for merit promotion.

**Section 5.** Upon request unit employees that are candidates for promotion shall be given information concerning the selection in accordance with applicable laws, rules, and regulations.

#### **Section 6. Temporary Assignments.**

a. When temporary assignments are made to perform duties of a higher level or in a different line of work, bargaining unit employees shall be assigned to the maximum extent practicable, according to the length of service in the WPNSTA Earle Fire Department, and based on the ability of the individuals to perform the assignment.

b. 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 52 and filed in the employee's Personnel Jacket. For periods of 5 (five) 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.

c. 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 12**  
**REDUCTION IN FORCE/CONTRACTING OUT/ FURLOUGHS**

**Section 1.** The Employer agrees to notify the Union as soon as the necessity for a reduction in force, or contracting out, 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 or contracting out. The Employer further agrees to give the Union a reasonable amount of time to meet with the on-site Personnel Manager or his/her designee to express its views and position regarding the reduction in force. The Union will be provided a full explanation of the reasons for contracting out and given a reasonable amount of time to meet with the appropriate management officials regarding contracting out. The Employer will consider the Union's views and position regarding contracting out.

**Section 2.** Any career or career conditional unit employee who is separated because of a reduction in force will have his/her name placed on the Re-employment Priority List and will be granted re-employment rights and assistance in accordance with applicable rules and regulations. During his/her eligibility for re-employment priority, such employee shall be given preference when making either temporary or permanent appointments to positions for which he/she is qualified and registered on the Re-employment Priority List. It is understood that acceptance of a temporary appointment will not alter the employee's right to be offered permanent employment.

**Section 3.** Employees who have been demoted through reduction in force shall automatically be referred for consideration against vacancies which the Employer intends to fill and for which they are qualified as required by published agency policies and regulations and consistent with the provisions of the Merit Promotion Program.

**Section 4.** 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 5.** In the event a reduction in force is implemented, the Union shall have the right to review retention registers relative to reduction in force actions affecting unit employees consistent with applicable laws and regulations.

**Section 6.** Furloughs. In the event the Employer determines a furlough is required, the following procedures will apply:

a. The Union will be informed in advance of:

(1) The reason for the furlough.

(2) The expected length of the furlough.

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

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

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

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

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

f. Fire Fighters will be furloughed in accordance with applicable laws, rules and regulations.

### **ARTICLE 13**

#### **POSITION DESCRIPTION'S AND CLASSIFICATION**

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

**Section 2.** The Employer agrees that each unit employee will be provided a copy of, his/her official position description and any

amendment(s) thereto. If changes are made to the official position description, the Fire Chief or his/her designee will discuss the changes with the affected employee. Prior to meeting with the affected bargaining unit employee, the Employer agrees to consult/confer/negotiate 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 his/her supervisor, that his/her work assignments be reviewed. If a satisfactory resolution of his/her complaint is not reached, the employee may grieve through the grievance procedure outlined in Article 16 of this AGREEMENT. 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. The employee and his/her representative shall be granted a reasonable amount of official time to prepare his/her appeal.

**Section 5.** It is agreed and understood that a position description is a written statement of the duties and responsibilities assigned by the Employer to a position which defines the kinds and range of duties an employee may expect to perform during the time he/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 directly related to the employee's line of work and shall not normally exceed 10 percent of the total duties and responsibilities of the position. It is understood that this does not interfere with management's right to assign work.

#### **ARTICLE 14 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 issued by the Office of Worker's Compensation Program (WCP) in accordance with the Federal Employees Compensation Act (FECA). The Employer agrees to counsel the employee on the procedures for filing claims and the benefits to which he/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.** Light Duty. The Employer agrees that, in accordance with applicable WPNSTA Earle Instructions, the policy of the facility is to utilize to the extent practicable those unit employees who are medically restricted (temporary or permanent) 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 WPNSTA Earle Instructions shall be applied to both on-the-job and non-job related illnesses or injuries which require medical restrictions.

**Section 3.** Public Safety Officers' Benefits Act (PSOB). The PSOB is a law under which a claimant, who has a certain relationship to a Fire Fighter who died because of fire fighting 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 year, and medical evidence may be required to support the claim. The Employer agrees to keep accurate records of all bargaining unit employees to ensure that all relevant/required information is maintained to date. The Employer and the Union will assist claimants.

**Section 4.** If an employee of the unit is transferred to another shift while on compensation, the employee may request return to the previously assigned shift by making such request in writing to the Fire Chief who will reply to the request in writing within seven (7) calendar days.

## **ARTICLE 15 DISCIPLINARY AND ADVERSE ACTIONS**

**Section 1.** The Employer and the Union agree that the purpose of disciplinary action is to correct the offending employee and maintain discipline and morale among other bargaining unit employees. For the purpose of this AGREEMENT, the term "Disciplinary Actions" includes letters of reprimand and suspensions of not more than fourteen (14) calendar days and are grievable under the negotiated grievance procedure. 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 Article 16, the negotiated grievance procedure.

**Section 2.** Disciplinary actions shall only be taken for just cause. Consideration shall be given to the minimum disciplinary remedy that can be reasonably expected to correct the offending employee and maintain discipline and morale among other employees.

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

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

**Section 4.** Disciplinary and adverse actions shall be initiated and effected in accordance with the provisions, of this AGREEMENT and applicable laws, regulations and WPNSTA Earle instructions.

**Section 5.** Any employee against whom a disciplinary action is proposed shall be notified in writing, in duplicate, of the reasons for such action. If any disciplinary action is not sustained against the employee, all references to such action will be withdrawn from the employee's official personnel file.

**Section 6.** Disciplinary proposals will be timely. The, Employer will make every effort to propose discipline as soon as possible after becoming aware of incident. The employee or his/her designated representative will offer their written and/or, oral reply to the disciplinary official within fifteen (15) calendar days.

**Section 7.** When the employee does not elect to have the Union represent him/her, the Union will be permitted to have an observer present at all hearings, proceedings, or conferences conducted with the employee and at an appropriate time to let its views be known. Such attendance of the Union representative will not be charged to leave.

**Section 8.** The employee and the Union may exercise their right to grieve disciplinary action under provisions of this

agreement, starting at step 1 of the procedure. The employee and his/her Union Representative are entitled to a reasonable amount of official time to prepare and present the grievance.

**Section 9.** The Employer, at the request of the employee, will furnish all documents and any other supporting material which the Employer relied upon to support the disciplinary action, in accordance with applicable laws, rules, and regulations.

**Section 10.** The Employer agrees that prior to the taking of a verbal or written statement from an employee or when an employee is going to be questioned on matters which may lead to a disciplinary action, the employee (s) may request to be represented by the Union. The employee may represent himself/herself. (If the employee(s) designates the Union, a reasonable amount of time will be allowed for the Union Representative to become available).

**Section 11.** Adverse actions covered by this Article are removals, suspensions of more than fourteen (14) calendar days, furloughs of thirty (30) days or less, and reduction in grade or reduction in pay. Adverse actions are not subject to the negotiated grievance procedure under Article 16, but an employee has the right to pursue an appeal of an adverse action to the Merit Systems Protection Board.

**Section 12.** It is recognized that an employee may be represented by a person of his/her choice when exercising rights under adverse action procedures. The Union may have an observer present during adverse action hearings, subject to approval of the administrative judge.

**Section 13.** The PARTNERS agree that an "Alternate Discipline Program" will be 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 14.** Nothing in the 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. This will allow the Employer, at its discretion, to forego or delay implementation of any adverse actions in order to give an

employee a last chance to demonstrate successful rehabilitation.

**ARTICLE 16**  
**GRIEVANCE PROCEDURE**

**Section 1.** The purpose of this article is to establish a procedure for the prompt and equitable settlement of grievances. 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 5 USC (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. Suspensions of 15 days or more, reductions in grade or pay and removals;
- g. Complaints or allegations of unlawful discrimination;
- h. Removals for unsatisfactory performance under Section 4303 of the CSRA;
- i. Termination of probationers;
- j. Termination of temporary employees under Part 315 of OPM regulations;
- k. An action terminating a temporary promotion;
- l. Incentive awards;
- m. Oral admonishments and oral reprimands;
- n. The substance of performance elements and standards;

o. 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 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.** 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 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.

**Section 5.** All grievances must be presented in writing within fifteen (15) calendar days after receipt of the notice of action, occurrence of the incident or knowledge of the incident (whichever occurs first).

**Section 6.** Supporting Documentation and Evidence. Evidence and supporting documentation which is relevant to the resolution of the grievance may be introduced at any step of the negotiated grievance procedure. For the purpose of this agreement, evidence includes but is not limited to both oral and written presentation of facts. Individuals attending grievance meetings will be allowed official time for the duration of scheduled meetings.

**Section 7.** The Employer and the Union recognize and endorse the importance of bringing to light and adjusting grievances promptly. The initiation of a grievance in good faith, by an employee, shall not cast any reflection on his/her standing with the Employer or on his/her loyalty and desirability to the organization, nor will the grievance be considered as a negative reflection on the Employer.

**Section 8.** Grievances concerning letters of requirement, letters of reprimand, and suspensions of fourteen calendar days

or less will be processed under this procedure beginning with the first level of management above the supervisor that effected the disciplinary actions.

**Section 9.** 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 10.** 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 will be referred to arbitration as a threshold issue in the related grievance.

**Section 11.** The following procedures are established for the resolution of grievances of the parties and of all Bargaining Unit Employees.

Step 1. Any grievance except as provided for in section 8 shall first be taken up by the concerned employee and/or designated representative with the Fire Chief in an attempt to settle the matter.

The grievance will be answered by the Fire Chief within seven (7) working days following the submission of the grievance.

The answer to the grievance may be given either orally or in writing. As a minimum, the grievance will contain:

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

(2) The specific nature of the grievance, including the identification of any provision(s) of this labor 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.

(3) The remedial action desired.

(4) The name, address and telephone number of the designated representative.

Step 2. The grievance must be presented by the employee and/or designated representative to the Safety Director, or designated representative, within five (5) working days after the decision rendered at the first step. The Safety Director, or designee, shall promptly arrange for a meeting among the aggrieved employee, his/her representative and such members of management whose presence is deemed necessary for a fair consideration of the grievance. Formal grievances at Step 2 shall be answered by the Safety Director, or designee, in writing no later than seven (7) working days following the

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submission of the grievance. A copy of the decision shall be provided to the Union.

Step 3. If no decision is issued at Step 2, the Union within fifteen (15) working days may invoke arbitration pursuant to Article 17.

Section 12. When the Employer or the Union decides to file a grievance, it will do so by filing the grievance in writing directly with the other party for resolution. As a minimum, the grievance letter will indicate the specific nature of the grievance and the remedy desired. The submission of Employer or Union grievances is subject to the same time limits required for employee grievances. If the aggrieved party is dissatisfied with the reply and desires to submit the grievance to arbitration, it will so inform the other party within seven (7) calendar days from the receipt of the reply. Within five (5) calendar days after receipt of the arbitration panel, the parties will meet for the purpose of selecting an arbitrator, and the grievance will be processed to its conclusion in accordance with the provisions of the Arbitration Procedure described in Article 17.

#### **ARTICLE 17 ARBITRATION PROCEDURE**

**Section 1.** In the event the Employer and the Union fail to settle any grievance under Article 16, either party may invoke arbitration by providing written notice to the other party within seven (7) calendar days from receipt of the decision or fifteen (15) working days (M-F) from the conclusion of any grievance meeting if no decision has been issued.

Section 2. The parties agree that the issue (s) to be arbitrated shall be no broader in scope than the issue (s) presented during the grievance procedure, except that the parties would not be precluded from introducing background material.

**Section 3.** 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 impartial persons qualified to act as arbitrators. The parties shall meet within five (5) calendar days after the receipt of such list to select an arbitrator. If they cannot agree upon one of the listed persons, the Employer and the Union will each strike one arbitrator's name from the list of seven (7) and shall repeat this procedure. When only one name is left, he/she shall be the duly selected arbitrator.

**Section 4.** The cost of the arbitration shall be shared equally by the parties. This cost shall include the arbitrator's fee and expenses, transcripts and the expense of any mutually agreed

upon services considered desirable or necessary in connection with the arbitration proceedings. A transcript shall not be made in grievance arbitration hearings unless requested by the arbitrator.

**Section 5.** The arbitration hearing shall be held at the facility normally during the regular day shift hours of the basic workweek. The grievant, not more than two Union representatives, and witnesses who have knowledge of the circumstances and factors bearing on the case, if employees of the facility and otherwise in a duty status, shall be excused from duty to participate in the arbitration proceedings without loss of pay or charge to annual leave.

**Section 6.** The arbitrator will be requested to render his/her decision as quickly as possible, but in any event, not later than thirty (30) calendar days after the conclusion of the hearing unless the parties otherwise agree.

**Section 7.** The arbitrator's award will be binding on both parties, except that either party may file exceptions to an arbitrator's award with the Federal Labor Relations Authority, under regulations prescribed by the Federal Labor Relations Authority.

**Section 8.** Questions that cannot be resolved by the Employer and the Union as to whether or not a grievance is subject to arbitration under this AGREEMENT shall be referred to an arbitrator for decision.

## **ARTICLE 18 TRAINING**

**Section 1.** The Employer and the Union agree that training and development of employees in the Unit are important in accomplishing both the mission of the Employer and the Federal career goals of the employee. The Employer will develop, promote and maintain adequate training programs which are consistent with the needs of WPNSTA Earle. The Employer agrees to provide unit members with information concerning available fire fighting schools conducted by the Department of Defense, Federal, State and County organizations. A reasonable effort will be made by the Employer to send employees to such schools as determined necessary by the Employer. Training directed by the Employer shall be accomplished while the employee is in a duty status. The parties agree that each employee is responsible for applying a reasonable amount of personal time and effort to keep abreast of the changing technology of his/her occupation. Both parties agree to encourage employees to take advantage of training and educational opportunities. The Employer agrees to permit unit employees to attend training courses during their duty time 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 2.** It is agreed that the Employer and the Union may schedule meetings, as mutually agreed, to provide the Union an opportunity to submit its views, comments and recommendations regarding the training of unit employees. Normally, such meetings will be scheduled with the Fire Chief or his/her designated representative and a Human Resources Representative. The Employer will fully consider the Union's views, comments and recommendations and will respond accordingly.

**Section 3.** All training opportunities will be offered without regard to race, religion, color, national origin, age, sex, disability, political and/or Union affiliation, marital status or any other non merit factor.

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

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

**Section 6.** The Employer further agrees to maintain a complete, adequate, and up'-to-date library within the Fire Division on the Science of Fire Fighting, Emergency Medical Services and Rescue Operations at no cost to the employees.

## **ARTICLE 19 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 WPNSTA Earle 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 encouraging employees to work in a safe

manner and wear protective equipment prescribed by the Employer and to report observed safety and health hazards to the Employer in accordance with applicable procedures.

**Section 2.** The 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 appropriate authority. The Employer further agrees to notify the Union in writing of their desire to reduce the staffing levels below the minimum requirements. The Union will be provided copies of all requests for waivers initiated by the Employer in addition to any approved waivers granted by appropriate authority upon request.

**Section 3.** The Employer will welcome suggestions from the Union and unit employees which offer practical and economically feasible ways of improving safety conditions in the Fire Division and WPNSTA Earle.

**Section 4.** The PARTNERS agree to establish a Safety Committee as part of the Partnership Council.

## **ARTICLE 20 HEALTH, 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, drapes or blinds. To this end, the Employer agrees to provide the following:

a. Adequate Bedding (mattress, pillow, 2 sets of sheets and pillow cases, blanket and bed spread).

b. Refrigeration for storage of employee's food.

c. Cooking and eating utensils, including but not limited to: pots, electric can openers, coffee maker, toasters, microwave oven, broilers, glasses, plates, bowls, forks, spoons and knives.

d. Dishwasher and suitable lounge furniture at each station.

e. TV and VCR (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 WPNSTA Earle when utilities and/or appliances break down or need replacing. Maintenance problems will be called to the attention of the senior fire supervisor on duty who will notify the appropriate maintenance authorities and request action to correct the problem. The Employer agrees to instruct the Safety Department to inspect the living quarters of all stations on an annual basis for discrepancies in Federal Health & Safety Regulations. The Employer agrees to supply the Union with a copy of the inspection report by the Safety Department along with its recommendations. The Employer further agrees to initiate abatement action to correct any discrepancies found within ten (10) days.

**Section 2.** The Employer and the Union recognize that the living quarters in the fire station represent space allocated as rest, washroom and sleeping areas for unit employees and agree not to use these areas as public facilities.

**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 consulted 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 will be compensated for their personal effects and equipment damaged or destroyed in the performance of duty to the extent permitted by applicable rules and regulations.

**Section 5.** It is agreed; that the Employer will continue to provide parking spaces for all bargaining unit employees.

## **ARTICLE 21 STATION UNIFORMS FOR FIRE FIGHTERS**

**Section 1. Purpose.** This Article sets forth the terms and conditions for purchasing/maintaining and the wearing of the Station Uniform and Protective Footwear for Bargaining Unit Employees. Bargaining Unit Employees will be provided station/work uniforms (the maximum amount allowable) in accordance with applicable laws, rules, and regulations. The uniform allowance is governed by Title V, USC, Subchapter 1, Sections 5901, 5902 and 5903.

**Section 2.** Prescribed (Standard) Uniform. The uniform for bargaining unit employees shall be determined by the PARTNERS. The material for the Station Uniforms for Bargaining Unit Employees shall meet and comply with the NFPA 1975 standards.

**Section 3. Standards of Appearance.** The uniform shall be worn during normal working hours. The PARTNERS shall determine appropriate attire during standby time. Employees will at all times present a neat, clean appearance.

**Section 4. Protective Footwear.** Protective Footwear/Safety Shoes for bargaining unit employees will be supplied by the Employer and will comply and meet the existing/future standards.

## **ARTICLE 22**

### **PAYROLL ALLOTMENT - COLLECTION OF DUES**

**Section 1. Scope.** This arrangement for dues check-off is applicable only to the unit for which IAFF Local F-147 has been granted exclusive recognition.

**Section 2. Policy.**

a. Union dues shall be deducted from the pay of all employees who voluntarily authorize such deduction and who are employed within the appropriate unit for which the Union holds exclusive recognition, in accordance with the provisions set forth herein.

b. Union dues (the regular, periodic amounts required to maintain an employee in good standing) shall be deducted from an employee's pay each payroll period when the following conditions have been met:

(1) The employee either is a member in good standing in his/her Union or has signed up for membership subject to the payment of his/her first month's dues through voluntary allotment as provided herein.

(2) The employee's earnings are regularly sufficient to cover the amount of the allotment.

(3) The employee has voluntarily authorized such a deduction on Standard Form 1187, supplied by the Union.

c. Such completed form shall be turned over promptly to the union for transmittal to the appropriate official.

**Section 3. Responsibilities**

a. The Union shall supply to the employees involved Standard Form 1187. The Union shall be responsible for the distribution of such forms to its members and for completion of Section A thereon, including the certification of the current amount of the Union's regular dues to be deducted each biweekly pay period, delivering completed forms to the Civilian Personnel Office and educating its members in the process for allotments

(1) Lists of the name of each employee member on voluntary allotment, and the amount of the allotment deduction made for each such employee member. The list shall include the total monetary amount of all such allotment deductions made together with the total number of such allotment deductions. The list shall also include any allotment deductions which are terminated with the pay period covered.

(2) A check drawn on the Treasury of the United States and made payable to the Union in an amount equal to the grand total of all such monetary allotment deductions.

**Section 4. Designation.** The Union shall designate, by letter to the Comptroller, the name of the officer and one alternate of the Union to receive remittance from the Comptroller, with a copy to the Human Resources Satellite Office Manager.

## **ARTICLE 23 GENERAL PROVISIONS**

**Section 1. Retirement Counseling.** The Employer agrees that any Unit employee contemplating 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 plans for which the employee is eligible. The employee may request to be accompanied by a Union representative. In the event questions arise which cannot be resolved by the Human Resources Office Retirement Counselor, the Employer agrees to make reasonable efforts to resolve the issue by contacting the Office of Personnel Management or by forwarding the employee's request for resolution to such office.

**Section 2. 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 applicable WPNSTA Earle Instructions. 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 may be accompanied by a Union officer 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 applicable WPNSTA Earle Instructions, Granting and Denying Within-Grade Increases for General Schedule (GS) Employees. In

no case will the time the employee will have to bring his/her performance to an acceptable level of competence be less than thirty (30) days and no more than ninety (90) calendar days.

**Section 4. Performance Evaluation.** The Performance Appraisal Review System for unit employees will be administered in accordance with the provisions of applicable WPNSTA Earle Instructions, Performance Appraisal Review System. In no case will the time the employee will have to bring his/her performance to the satisfactory level be less than thirty (30) days and no more than ninety (90) calendar days.

a. Subject to the provisions of this agreement and applicable law, the Employer may reduce in grade or remove an employee for unacceptable performance.

b. An employee whose reduction in grade or removal is proposed for unacceptable performance is entitled to:

(1) A 30 day advance written notice of the proposed action which identifies:

(a) Specific instances of unacceptable performance by the employee on which the proposed action is based;

(b) The critical element(s) of the employee's position involved in each instance of unacceptable performance; and

(c) The notice period under this section shall be amended to include any regulation published by the department during the term of this Agreement providing for extensions of the notice period.

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

(3) A reasonable time, but not more than ten (10) days, to answer orally and/or in writing. Extensions to this time period may be granted if requested in writing by the employee.

(4) A written decision which specifies the instances of unacceptable performance by the employee on which the reduction in grade or removal is based.

c. **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; and in the case of a reduction in grade or removal, may be based only on those instances of unacceptable performance by the employee:

(1) Which occurred during the 1 year period ending on the date of the notice under this section; and

② For which the notice and other requirements of this section are complied with.

d. Performance Standards. The application of standards used for the evaluation of performance shall be fair, valid, objective, reasonable and directly related to the employee's official position description. They shall be developed and applied in a fair and equitable manner. Such standards shall be communicated to each employee at the beginning of the rating period and pursuant to this Agreement and applicable law, rule and regulation.

e. Annual Performance Appraisals. An employee's annual performance appraisal shall be based on the critical elements and the performance standards communicated to the employee at the beginning of the rating period. An annual performance appraisal which explains the basis for the rating shall be discussed with the employee. Each employee shall be given an adequate opportunity to improve his/her performance as defined in section 4.

f. 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.

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

h. Notice to the Union. The Employer shall inform the Union of any and all studies it conducts bearing on performance appraisals. The Employer shall also inform the Union of any station changes in performance standards.

i. Established Performance Standards. The Union may submit recommendations to the Employer on established performance standards and the Employer shall give those recommendations sincere consideration.

j. Employees Reassigned or Detailed. Employees who are detailed to classified positions or reassigned to another position for two (2) full pay periods shall be furnished a copy of the position description. The critical elements and performance standards shall be discussed with the employee upon detail or reassignment.

#### **Section 5. Employee Assistance Program.**

a. The Employer and the Union jointly recognize alcohol and

drug abuse as treatable illnesses. 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. Any employee who participates in this program will be entitled to all rights and benefits as provided for in accordance with applicable regulations.

**Section 6. Employee Personnel Records.**

a. The Navy shall maintain the Official Personnel Folder of each Bargaining Unit Employee in accordance with applicable law, rule, and regulation. Employees may review their 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. Materials, other than standard forms, shall be reviewed periodically and not retained longer than needed.

**Section 7. Equal Employment Opportunity.** The Employer and the Union agree to cooperate in providing equal employment opportunities for all persons; to prohibit discrimination because of age, race, color, religion, sex or national origin, or disability; and to promote the full realization of equal employment opportunity. The Employer and the Union will conduct a continuing campaign to eradicate prejudice on the bases described in this section in implementing personnel policies, practices and matters affecting working conditions.

**ARTICLE 24**

**EXCHANGE OF DUTY TIME  
(TRADING OF TIME)**

**Section 1.** The Memorandum of Understanding (MOU) between the PARTNERS on "Trading of Time" is attached as Appendix B. It shall be implemented as soon as practicable.

**ARTICLE 25**  
**DURATION AND CRANGES**

**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 Department of Defense. Thereafter, it will remain in effect for successive periods of one year, subject to approval by the Department of Defense, unless either party notifies the other in writing at least ninety (90) days prior to the next anniversary date of intention to re-negotiate a new AGREEMENT. When either party requests to re-negotiate the AGREEMENT, the provisions of this AGREEMENT shall be honored until a new AGREEMENT becomes effective, except for those provisions that are contrary to any law, regulation, Executive Order or Public Law 95-454.

**Section 2.** This AGREEMENT, except for its duration period as specified in Section 1, may be opened for amendment by 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 (14) 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 Department of Defense.

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

**Section 4.** The waiver of any breach or condition of this AGREEMENT by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

**Section 5.** 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.

In witness whereof the undersigned parties have executed  
this agreement on 31 October 1996.

For the International  
Association of  
Fire Fighters

For the US Naval Weapons  
Station Earle, Colts Neck  
New Jersey



NEGOTIATING TEAMS



APPROVED BY THE DEPARTMENT  
OF DEFENSE ON NOV 4, 1996,  
TO BE EFFECTIVE NOV 4, 1996

**LABOR-MANAGEMENT PARTNERSHIP AGREEMENT**  
**BETWEEN**  
**NAVAL WEAPONS STATION EARLE**  
**AND**  
**INTERNATIONAL ASSOCIATION OF FIRE FIGETERS**  
**LOCAL F-147**

**INTRODUCTION:** Pursuant to Executive Order 12871, this "Partnership Agreement" is entered into by the Naval Weapons Station (WPNSTA) Earle, hereinafter "Employer" and the International Association of Fire Fighters, Local F-147, hereinafter "Union", jointly referred to as "Partners". To this end, the Partners hereby agree to establish and maintain a "Labor-Management Partnership" that will open a new era of collaborative dialogue through which the Employer and Union representing bargaining unit employees) will work together to create a fire protection and fire prevention program of unsurpassed caliber and a work force that is highly motivated, multi-skilled, and technologically advanced to meet the ever changing needs of WPNSTA Earle. The Partners will implement this Labor-Management Partnership with a firm commitment to pro-actively promote and maintain a relationship that fosters a "Win/ Win Attitude".

1. **Purpose.** This Partnership Agreement creates a Partnership council which facilitates constructive dialogue to achieve an effective, cooperative, and mutually beneficial relationship between the Partners. This Partnership will provide a vehicle to allow the parties to become full Partners to identify problems, raise issues of concern, recommend changes to working conditions within the organization, and to cooperatively resolve problems.

2. **Goals and Objectives.** The goals and objectives of this partnership are to further the WPNSTA Earle Mission, promote initiatives that enhance productivity and cost effectiveness, improve service to WPNSTA Earle customers, foster positive morale Among bargaining unit employees, and enhance safe living/ working conditions.

3. **Organization.** The Partners will each select their own representatives to the Partnership Council. Except as otherwise agreed to by the Partners, each Partner will be represented by three representatives. Working groups, committees, or process action teams, etc., may be created to work on specific projects. The Council may invite subject matter experts or other persons to attend meetings to offer advice or information on specific subjects, but not participate in decision making.

LABOR-MANAGEMENT PARTNERSHIP AGREEMENT

**4. Meetings.**

a. Except as otherwise agreed to by the Partners, regular monthly meetings of the Council will be scheduled. Upon the mutual agreement of the Partners, the Partnership Council may schedule additional meetings with established committees or working groups, at a place, date, and time as mutually agreeable to the Partners .

b. Meetings shall be co-chaired by the Union President and the Commanding Officer, or their designees.

**5. Decisions.**

a. Decision-making within the Partnership Council shall be based on consensus. If a consensus is not reached, the issue(s) if otherwise negotiable, may be submitted for bargaining through normal negotiation procedures, as appropriate. The Partners recognize that the need to resolve some matters through more traditional processes should not be allowed to interfere with their progress in developing partnership.

b. All decisions of the Council shall be publicized jointly. Major decisions of the Partnership Council shall be posted on official bulletin boards within the Safety Department.

c.. A majority of the members of the Council constitutes a quorum. Equal numbers of representatives from each Partner must be present in order for decisions to be made.

d. Any member of the Partnership Council may submit ideas and/or suggestions to the Council for review and consideration. The identification of projects and the crafting of any agreements will be mutually agreed to by both Partners. Grievances are not appropriate matters for discussion by the Partnership Council.

e. The Council may develop additional rules and procedures to discharge its responsibilities consistent with the provisions herein.

**6. Official Time and Facilities.** All members of the Council will be authorized reasonable time to conduct the work of the Council.

**7. Information.** The Partners will cooperate with the Partnership Council in providing necessary and relevant information/data required to perform the chartered functions of the Council.

**8. Partnership Training.** The Partners agree to establish a

**LABOR-MANAGEMENT PARTNERSHIP AGREEMENT**

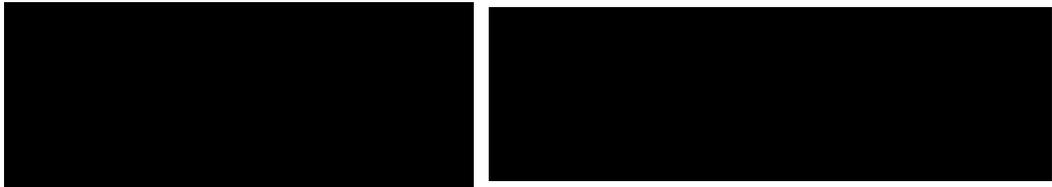
"Joint Labor Management Training Program" to foster the effectiveness of the Partnership. All training shall be subject to available funding and workload constraints.

9. **Adaptability.** The Partners recognize that this partnership must evolve to meet present and future needs. They are committed to continuous changes in their approach to accommodate emerging realities. They likewise recognize the inevitability of change in the work place and the need to facilitate constructive change.

10. **Consistency.** This Partnership Agreement, is consistent with the terms and conditions of Article 7 of the existing Collective Bargaining Agreement (CBAJ).

11. **Term.** This agreement shall be reviewed annually.

This Partnership Council is hereby established pursuant to Executive Order 12871 and is effective upon signature of the Partners.



17 Jun 86  
Date

MEMORANDUM OF UNDERSTANDING

between the

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
LOCAL F-147

and the

NAVAL WEAPONS STATION EARLE COLTS  
NECK, N. J.

TRADING OF TIME

1. *Purpose.* This Memorandum of understanding (MOU), entered into by and between the Employer (NWS Earle) and the Union (IAFF Local F-147), sets forth the terms and conditions for Trading of Days Off (Kelly Days/Regular Scheduled Day Off (RSDO)), Trading of Time. The parties hereby agree to the following:

Section 1. Trading of Kelly Days/RSDO.

a. Employees assigned to the same platoon may exchange up to a regularly scheduled 24-hour tour of duty up to a regularly scheduled day off (Kelly Day/RSDO) upon submission of a written request, (see attachment (1)) and with the approval of the appropriate on-duty supervisor assigned to mainside fire station. Exchange 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 any pay periods.

Section 2. Trading of Time.

a. It is understood and mutually agreed to by the parties that the common practice of Bargaining Unit Employees "Trading of Time" (substituting for one another on regularly scheduled tours of duty or any part thereof) will be

permitted, provided that the following conditions are met:

(1) The Trading of Time is done voluntarily by Fire Division employees participating in the program and not at the request of the employer.

(2) The reason(s) for Trading of Time is due to the employee's desire or need to attend to personal matters, and not due to an employer-initiated reason.

(3) A record of all Trading of Time is maintained by the employer.

(4) An employee who exchanges duty time must be qualified to perform the duties and be fit for duty when reporting for work.

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

(6) Will not result in the accrual of overtime, nor adversely affect the efficiency of operations (including training).

(7) Trading of Time may be taken in hour for hour increments or as one entire 24 hour tour of duty as long as

it does not result in an employee working more than 144 hours in a pay period.

(8) Trading of Time will be limited to within a pay period.

b. Employees who wish to trade time will submit a written request to the appropriate on-duty supervisor 48 hours in advance prior to the exchange. The request will specify the exact dates and times of the trade. The supervisor will approve/disapprove the request and maintain a record of all times traded.

c. It is understood that the exchange of time is purely voluntary between the

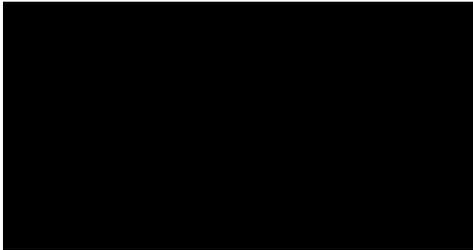
employees who trade. If employees disagree with each other regarding the terms of any trading of time exchange, those employees must resolve the disagreement by themselves.

Section 3. Failure to Repay the Time Traded.

a. Any Bargaining Unit Employee failing to repay the time traded for any reason, shall be charged annual leave and lose the privilege of trading time for one (1) year.

b. The parties hereby agree that this penalty is not grievable.

This Memorandum of Understanding (MOU) will be on a trial basis for a period of one year. At that time, it will be reviewed by management to determine if this program would be continued. This MOU is effective immediately upon signing.



President, IAFF Local F-147  
For the Union

2/12/96  
DATE

**NAVAL WEAPONS STATION EARLE  
FIRE DIVISION**

**TRADING OF TIME REQUEST FORM**

To: Assistant Chief(s)

\_\_\_\_\_ **request** permission to trade time with  
(print name)

\_\_\_\_\_ on \_\_\_\_\_ for \_\_\_\_\_  
(print name) (date) (hours)

\_\_\_\_\_ **agree** to work for \_\_\_\_\_  
(print name) (print name)

on \_\_\_\_\_ for \_\_\_\_\_  
(date) (hours)

This agreement will be in accordance with the provisions set forth in the Memorandum of Understanding (MOU) between the International Association of Fire Fighters (I.A.F.F.) Local F-147 and the Naval Weapons Station Earle, Department of the Navy.

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Approved on \_\_\_\_\_  
(date)

Disapproved on \_\_\_\_\_  
(date)

\_\_\_\_\_  
Assistant Chief

