

**NEGOTIATED AGREEMENT BETWEEN U.S.
NAVAL ACTIVITIES, GUAM**



**AND
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS
LOCAL 150**



EFFECTIVE 17 APRIL 1996 TO 17 APRIL 1999

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PREAMBLE

Pursuant to the policies set forth in Title VII, Civil Service Reform Act, and subject to the applicable statute, rules, regulations and directives of higher federal authority, the following constitutes an AGREEMENT by and between the Department of Navy, U.S. Naval Activities, Guam hereinafter referred to as the "Employer" and the IAFF Local F-150, hereinafter referred to as the "Union" and jointly referred to as the PARTNERS. The PARTNERS 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 organization of their own choosing in decisions which affect them safeguards the public interest, contributes to the effective conduct of public business and facilities 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; provisions for participation by employee 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 between employees, the Union and the Employer in the conduct of public service as specified in this collective bargaining agreement.

PURPOSE

NOW, THEREFORE, the Parties hereto agree within the intent, spirit, and meaning of P.L. 95-454, the Civil Service Reform Act of 1978, hereafter referred to as the "ACT" or "Statute" and Executive Order 12871, as follows:

ARTICLE 1

EXCLUSIVE RECOGNITION AND UNIT DESIGNATION

SECTION 1. The Employer hereby recognizes the Union as the Exclusive Representative of all employees in the unit as defined in SECTION 2 of this article. The Union hereby recognizes the responsibility of representing the interest of all employees in the unit without discrimination and without regard to union membership.

SECTION 2. The Unit to which this AGREEMENT is applicable is composed of all civilian employees in graded positions classified in the Fire Protection and Fire Prevention series employed by the Federal Fire Department, Guam; excluding all professional employees; management officials; supervisors; and employees described in 5 U.S.C. 7112 (2), (3), (4), (6) and (7) as defined in the Union's Certification of Representation [See Appendix (a)].

ARTICLE 2

MATTERS APPROPRIATE FOR CONSULTATION OR NEGOTIATION

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

SECTION 2. Nothing in this Agreement will preclude the Employer and the union from negotiating--

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

b. Procedures which the Employer will observe in exercising any authority under this Agreement and 5 U.S.C. 7106; or

c. Appropriate arrangements for employees adversely affected by the exercise of any authority pursuant to 5 U.S.C. 7106.

d. The **PARTNERS** agree, that if E.O. 12871 is revised, modified and/or abolished, the **PARTNERS** may meet, pursuant to Article 12 of this AGREEMENT to renegotiate the provisions of this **SECTION**.

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

ARTICLE 3

APPLICATION 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, 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 set forth in the Federal Personnel Manual, NFPA and OSHA Standards, the Department of Defense policies and instructions, the Department of the Navy policies and instructions, U.S. Naval Activities Guam's policies and regulations, NAVACTS Fire. Department policies and Standard Operating Procedures (SOP).

SECTION 2. Upon request, the Employer will furnish the Union a copy of. existing DOD, DON, NAVACTS instructions, FPMs, and any regulation o law which involves personnel policies and/or practices and/or matters affecting working conditions of unit employees if it's normally maintained by the Human Resources Office [HRO] in the regular course of business and is reasonably available. The Employer agrees to place the Union on the distribution list to receive copies of all NAVACTS Notices and Instructions pertinent to unit Civilian Personnel and matters affecting working conditions of unit employees.

SECTION 3. The Employer agrees that before making a change to existing working conditions or issuing a new or revised change to NAVACTS policies and/or instruction {s) or Fire Department Standard Operating Procedure(s) (SOP), a copy of the draft Policy, Notice, Instruction, SOP or change(s) to working conditions will be provided to the Union through the **Partnership** Council, along with the intended implementation date. If the **Partnership** Council is unable to reach a consensus on the new or revised Policy, SOP, Notice, Instruction or change to the existing working condition(s), the Union may, within twenty-one [21] calendar days after the **Partnership** Council's meeting, request that the Employer bargain on the negotiable changes of the draft SOP/Notice/Instruction. The Union's request to

negotiate shall be in writing. Reasonable requests for extension of time limits will be granted.

If the Union fails to make a written request to bargain or consult prior to the intended implementation date, the change may be effected by the Employer. The Employer agrees not to implement the changes until all actions of the Partnership Council or negotiations with the Union are completed and agreed to by the **PARTNERS**, unless a compelling need exists. If the Partnership Council reaches consensus on a specific issue(s), the Union waives its right to negotiate pursuant to this agreement.

SECTION 4. In the spirit of Partnership and cooperation, the **PARTNERS** to this AGREEMENT, have agreed to address matters relating to personnel policies, procedures and matters affecting the general working conditions of unit employees, through the Partnership Council, by establishing a set of "**Standard Operating Procedures**" (SOP) covering the concerns of the **PARTNERS**. Issue(s)/Topic(s) to be addressed by the **PARTNERS** shall include, but is not limited to those items proposed during the negotiation of this CBA that are not included in this AGREEMENT. These issue(s) and/or topic(s) will be referred to the Partnership Council for their review and action. All agreements reached by the **PARTNERS** will be reduced to writing in the form of a Memorandum of Understanding (MOU) or a Fire Department SOP. All MOU's/SOP's agreed to by the **PARTNER** will be signed by the **PARTNERS** [Fire Chief and Union President] and communicated to all concerned.

SECTION 5. The Employer agrees to provide a copy of this AGREEMENT to all bargaining unit employees and will maintain a complete set of the department's SOP's at each Fire Station. A reasonable number of copies of the AGREEMENT will also be furnished to the Union for their use.

ARTICLE4 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.

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

(2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which the Employer'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 the agency 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 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 up.it 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 U.S.C. 7102. The freedom of such employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting in the capacity of a Union representative, including presentation of the Union's views to the Secretary of Navy, to the Congress, or to other appropriate authority, except as expressly prohibited by law or regulation. The Employer agrees to take such actions as may be necessary, consistent with law, regulations, or directives from higher authority, in order to assure that Unit Employees are apprised of their rights as described in this Article and the statute.

SECTION 3. The Union agrees to accept all eligible employees as members without discrimination as to race, color, religion, sex, or national origin. Unit employees alleging discrimination on any basis cited in this SECTION may elect to process the matter under the applicable statutory procedure as outlined in 5 U.S.C. 7116(b).

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

SECTION 5. An employee has the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate officials, in accordance with applicable laws, regulations, or established policies and to choose his own representative in a grievance or appeal action not subject to review under the negotiated grievance procedure.

SECTION 6. The rights described in this article do not extend to participation in the management of an employee organization, or acting as a representative of any such organization, where such participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or the official duties of an employee.

SECTION 7. Seniority for bargaining unit employees is based on their service computation date (SCD). A seniority list shall be made available to the Union upon request.

SECTION 8. The Official personnel folder, and contents thereof, of a unit employee shall be disclosed to the employee or his representative designated in writing, in the presence of a representative of the Operating Civilian Personnel Office having physical custody of the folder. The disclosure of information will be only as permitted by Law, rule or regulation.

SECTION 9. The **PARTNERS** recognize the importance of equitable treatment for all employees in all aspects of employment. The **PARTNERS** agree to cooperate in actively promoting the concept and implementation of Equal Employment Opportunity for all Unit Employees.

To this end, the **PARTNERS** affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training, believing that the public interest requires the full utilization of employee skills and abilities without regard to sex, race, religion, color, national origin, age, marital status, or handicapping condition. The Parties agree to support the principles set forth in the Office of Personnel Management regulations pertaining to Equal Employment Opportunity.

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 represent bargaining unit employees that are non-members of IAFF Local F-150 in any statutory appeal procedures.

SECTION 2. The Union shall be given the opportunity to be represented at any formal discussion (Except for performance appraisal counseling sessions -- which are not formal discussions) 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 elected and/or appointed Officers, Administrative Assistants and Stewards of IAFF Local F-150. The Union agrees to submit to the Employer within Ten (10) calendar days of election and/or appointment, a list of officers and stewards and to update the names as changes occur.

SECTION 4. OFFICIAL TIME. Officers and Stewards of IAFF Local F-150 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 7131. Official time is not authorized for such activities as solicitation of membership, collection of employee's of dues, campaigning for offices, or other matters pertaining to the internal business of the Union.

a. **Officer(s) on Temporary Transfer.** In cases where a Union Officer(s) is temporarily moved from one station to another, the Union Officer(s) will be authorized to return to his permanent station to continue representing an employee who has a grievance in process and is assigned to that station. Prior to leaving his temporary work station, the Union Officer(s) will first notify his immediate supervisor of the need to meet with the employee. To avoid undue interruption of work operations and to ensure availability of the grievant, the immediate supervisor of the Union Officer(s) will coordinate the time of the meeting with the supervisor of the employee to be contacted. The Union Officer(s) will log in and out with the grievant's supervisor and will return to his work station via his immediate supervisor.

b. **Conducting Representational Duties at Other Station(s).** When it is necessary for the Union Officer(s) to conduct official representational duties at another on-base location, the departure from the duty station subject to the check in/out provisions set forth in **SECTION 4** above. The Union Officer(s) may not be released if it would affect the crew's ability to respond to an emergency.

SECTION 5. 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 6. 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 7. Administrative Leave. The Employer agrees that upon advance written request, employees who are officers and/or delegates may be excused without charge to leave in conjunction with attendance at training sessions on labor relations matters, Bi-Annual IAFF conventions, and other conferences, provided the employee's services can be spared and such training and/or conferences is determined by the Employer to be of mutual concern to the Employer and the Union and the Employer's interests will be served by the employee's attendance. The Union will bear the responsibility for showing how the training/conferences will have the required benefit to the Employer.

SECTION 8. OFFICE SPACE AND EQUIPMENT. The Employer agrees to provide office/meeting space for the IAFF Local F-150. The Employer agrees to provide the Union with the following: a telephone with one (1) outside line and access to autovon. In addition, the Employer will provide two (2) desks, four (4) file cabinets (with locks), a reasonable number of chairs, and access to a computer (with modem) printer, a fax machine and a Copier. The Employer will provide the Union an enclosed Bulletin Board in each F Station for the purpose of posting Union Information as it relates to bargaining unit employees.

SECTION 9. Subject to security and safety regulations officers or duly designated representatives of the Union or its national office, who are not employees of the agency will be admitted to the installation to visit the fire stations of the activity, so long as there is no disruption of work operations. The Fire Chief will be advised as early as possible in advance of the intended visit.

SECTION 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. 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. The Employer shall notify the Union of duty assignment and shift of all newly hired employees. The Union will provide the new employee with a copy of the current negotiated AGREEMENT.

ARTICLE 7

DISCIPLINARY AND ADVERSE ACTIONS

SECTION 1. The ***PARTNERS*** agree that Disciplinary and Adverse Actions will be initiated and effected in accordance with the provisions of this AGREEMENT and applicable law, rule, and regulation.

SECTION 2. The ***PARTNERS*** agree that the purpose of disciplinary action is to correct the offending employee and maintain discipline and morale among other unit employees. For the purpose of this AGREEMENT, the term "**Disciplinary Actions**" includes letters of reprimand and suspensions of not more than fourteen (14) calendar days which are grievable under the grievance procedure contained in Article 8 of this AGREEMENT. Letters of Requirement are not disciplinary actions and will not be placed in the employee's official personnel file. However, they are grievable under Article 8, the negotiated grievance procedure. In addition, letters of warning and/or counseling are not disciplinary actions, will not be placed in the employee's official personnel file and they are non-grievable.

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

SECTION 4. Prior to initiating disciplinary action, the following procedures will normally 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. If a discussion is held, 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 so desires.

c. On conclusion of this discussion [if held] and on review of the information developed, the Employer will determine whether disciplinary action or adverse action should be initiated.

SECTION 5. Any unit employee against whom a disciplinary action is proposed [excluding letters of reprimand] 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 the incident. The employee or his designated representative will offer their written and/or oral reply to the disciplinary official within ten (10) calendar days. However, this limit may be extended by mutual agreement provided that a request for extension is presented prior to the end of the prescribed time limit.

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

SECTION 8. The unit employee and the Union may exercise their right to grieve disciplinary and/or adverse actions under provisions of this agreement, starting at the level of management above the level of management that took the action. The employee and his 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 his disciplinary action, in accordance with applicable laws, rules, and regulations.

SECTION 10. The Employer agrees that prior to the taking of an oral or written statement from an employee or when an employee is going to be questioned on matters which may lead to a disciplinary action against him, the employee(s) must be advised at that time of his right to be represented by the Union. The employee may represent himself/herself. (If the employee(s) do designate the Union as their representative, 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 14 calendar days, furloughs of 30 days or less, and reduction in grade or reduction in pay. Adverse actions are subject to the negotiated grievance procedure under Article 8 or appealable to the Merit Systems Protection Board but not both.

SECTION 12. It is recognized that an employee may be represented by a person of his 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 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 can be successfully rehabilitated, e.g., that his 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 8

GRIEVANCE/ARBITRATION PROCEDURE(S)

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 employees 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. A grievance concerning the granting of or failure to grant a performance or incentive award or the value of an adoption contribution. [However, following a successful grievance of a performance rating, an employee has the right to grieve any failure to receive a performance/incentive award].
- g. An action terminating a temporary promotion.
- h. Oral admonishments and oral reprimands.
- i. Removal of temporary employees.
- j. Non-selection from a group of properly ranked and certified candidates.
- k. A violation of Reemployment priority rights appealable under Federal Personnel Manual [CPI] 330.
- l. Letters of warning, caution, councilings and notices of proposed actions.
- m. Termination of probationary or trial periods.
- n. Critical elements or performance standards established in accordance with subchapter 1, chapter 43 of Title 5.
- o. Assignment following return from an initial appointment as a supervisor or manager to a nonsupervisor or managerial position for failure to satisfactorily complete the probationary period under 5 U.S.C. 3321(a)(2).

SECTION 2. Employee(s) utilizing this grievance procedure will have the right to be accompanied, represented and/or advised by a representative of the Union and be granted a reasonable amount of official time to prepare and present their grievance. 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.

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. 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 to reply to a grievance will allow the grieving party to proceed to the next step upon written notification.

SECTION 4. The ***PARTNERS*** 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 standing with the Employer or on his loyalty and desirability to the organization, nor will the grievance be considered as a negative reflection on the Employer.

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 of the employee's grievances for processing and the decision thereon will be binding on all others in the related grievances.

SECTION 6. the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered ended to include this issue. All disputes of grievability or arbitrability will be referred to arbitration as a threshold issue in the related grievance.

SECTION 7. Employee Grievance Procedure. The following procedure is established for the resolution of grievances of all unit employees.

Step 1. The unit employee's grievance shall first be discussed **"informally"** with the Assistant Fire Chief and/or his designated representative. This shall be done within twenty-one (21) calendar days of the incident or knowledge of the incident [whichever occurs first]. The Assistant Fire Chief and/or his designated representative shall make whatever investigation is necessary and shall give his "written" answer within ten (10) calendar days after the date of the notification of the grievance.

Step 2. If the grievance is not settled at Step 1, the grievance shall be reduced to writing in a form mutually agreed to by the ***PARTNERS***, and presented to the Fire Chief and/or his designated representative in an attempt to settle the matter, within fourteen (14) calendar days of the answer at Step 1. The written grievance as a minimum, 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, and if known, the provision(s) of any law, rule, and/or regulation affecting conditions of employment alleged to have been violated.
- (3) Evidence to support the grievance.
- (4) The employee's summary of the results of the discussion of the informal grievance.
- (5) The remedial action desired.
- (6) The name, address and telephone number of the designated representative.

Within seven (7) calendar days of receipt of the written grievance, the Fire Chief or his designated representative shall meet with the aggrieved employee, his representative, and concerned management personnel to discuss the grievance.

The grievance will be answered by the Fire Chief or his designated representative, within fifteen (15) calendar days after the close of the meeting. The answer to the grievance must be given in writing. A copy of the decision will be provided to the Union.

Step 3. If no settlement is reached at Step 2, the Union within thirty (30) calendar days may invoke arbitration pursuant to SECTION 13 of the Article.

SECTION 8. 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 the oral and written presentation of facts. Individuals attending grievance meetings will be allowed official time for the duration of scheduled meetings.

SECTION 9. The Employer shall, upon request, provide the Union with the necessary and pertinent information from the official records to aid in resolving specific grievances insofar as permissible without violating laws or regulations.

SECTION 10. Grievances between the Union and the Employer shall be processed in the following manner:

a. Union Grievance Procedure. The Union may initiate a grievance by submitting it in writing to the Fire Chief or his designated representative within thirty (30) calendar days of the incident or knowledge of the incident. The Union President or designee will meet with the Fire Chief or his designee within ten (10) calendar days of the written submission, and the Fire Chief or his designated representative will render a written decision within ten (10) calendar days after such meeting. If the decision is unacceptable to the Union, the matter may be submitted to Arbitration in accordance with SECTION 13 of this Article.

b. Employer Grievance Procedure. The Employer may initiate a grievance by submitting it in writing to the Union President within thirty calendar days of the incident or knowledge of the incident [whichever occurs first]. The Representative of the Employer and the Union President or designee will meet within ten (10) calendar days of the written submission, and the Union President will render a written decision within ten (10) calendar days after such meeting.

If the decision is unacceptable, the matter may be submitted to Arbitration in accordance with **SECTION 13** of this Article.

SECTION 11. Grievance Mediation. When either **PARTNER** has invoked arbitration, the **PARTNERS** may mutually agree to request that the **PARTNERS** participate in "**Grievance Mediation**". If grievance mediation is requested, the **PARTNERS** will jointly request the Federal Mediation and Conciliation Service (FMCS) and/or any other mutually agreed upon "**Alternate Dispute Resolution Program**" to participate.

SECTION 12. Nothing in this AGREEMENT shall be so interpreted as to require the Union to represent a unit employee in processing a grievance, or to continue to represent him, if the Union considers the grievance to be invalid or without merit.

SECTION 13. Arbitration Procedure

a. In the event the Employer and the Union fail to satisfactorily settle any grievance under the grievance procedure of this article as outline in Section(s) 7 and 10 above, then such grievance(s), upon written notice by the **PARTNER** desiring arbitration, shall be referred to arbitration. Requests for arbitration will be submitted within thirty (30) calendar days after receipt of the decision rendered at Step 3 of the grievance procedure, or within fifteen (15) calendar days of the respondent Party's reply or their failure/refusal to reply to a grievance processed under Section 10, or within ten (10) calendar days from the conclusion of any grievance mediation meeting(s) under Section 11 of this Article.

b. The **PARTNERS** 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 **PARTNERS** would not be precluded from introducing background material. The arbitrator shall not change, modify, or add to the provisions of the **AGREEMENT** as such right is the prerogative of the contracting **PARTNERS** only. Furthermore, the arbitrator shall not change, modify, alter, delete, or add to the provisions of any law, rule or regulation affecting conditions of employment.

c. Within seven (7) calendar days from the date of receipt of a valid arbitration request, the involved **PARTNERS** shall jointly request the Federal Mediation and Conciliation Service to submit a list of seven impartial persons qualified to act as arbitrators.

The **PARTNERS** shall meet within seven (7) calendar days after the receipt of such list u1 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 and shall repeat this procedure. When only one name is left, he shall be the duly selected arbitrator.

d. The cost of the arbitration shall be shared equally by the **PARTNERS**. This cost shall include the arbitrator's fee and expenses, transcripts [if required by the Arbitrator} and the expense of any mutually agreed upon services considered desirable or necessary in connection with the arbitration proceedings.

e. The arbitration hearing shall be held at the Activity normally during the regular day shift hours of the basic workweek. The Grievant, not more than two (2) 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 charge to leave.

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

g. The arbitrator's award will be binding on both **PARTNERS**, except that either **PARTNER** may file exceptions to an arbitrator's award in accordance with applicable law.

ARTICLE 9 UNFAIR LABOR PRACTICES

SECTION 1. The Employer and the Union agree that the resolution of complaint(s) that arise under 5 U.S.C. 7116, Unfair Labor Practices [ULP} should be handled informally and between the **PARTNERS**. The intent of the **PARTNERS** is to facilitate informal discussion concerning alleged ULP (s) and enhance the possibility of informal resolution thereof, before such allegations/complaints are brought before a third party.

SECTION 2. Where a **PARTNER** to the AGREEMENT has evidence that the other **PARTNER** has engaged in an act prohibited by 5 U.S.C. 7116, the charging **PARTNER** will notify the other **PARTNER** of its intent to file a ULP with the Federal Labor Relations Authority [FLRA]. All informal ULP(S) will be filed, in writing, with either the HRO Advisor, or the Union President. The informal resolution period shall be thirty (30) calendar days.

SECTION 3. If no resolution is reached during the informal resolution period cited in Section 2 above, the ULP may be filed with the FLRA in accordance with their rules and regulations. It is recognized, however, that all time limits prescribed in the FLRA's rules and regulations concerning the filing of ULPs apply and are not otherwise affected by the informal resolution period. Where the **PARTNERS** execute a Settlement Agreement during the informal resolution period, the allegation that the other **PARTNER** has committed a ULP will be withdrawn in its entirety as part of the settlement and will not be submitted to the FLRA.

ARTICLE 10

DEDUCTION OF UNION DUES

SECTION 1. Employees may voluntarily apply for dues withholding by completing a Standard Form 1187, Request for and Authorization of Voluntary Allotment of Compensation for Payment of Labor Organization Dues, and submitting it to DFAS Pearl Harbor.

a. The Secretary-Treasurer or the President of the Union will sign the SF-1187 and forward the original to HRO, Code 22. Upon receipt, HRO will certify the eligibility of the employee and transmit the SF-1187 to DFAS Pearl Harbor for implementation. HRO will consult with the Union if there is any question concerning eligibility. The allotment will become effective on the first complete pay period after the properly completed, signed and certified SF-1187 has been received by DFAS Pearl Harbor.

b. A change in the amount of the dues to be allotted to the Union may not be made more frequently than once every twelve [12] months. The request for the change must be by official letter from the Union to the Commanding Officer, U.S. Naval Activities, Guam, with a copy to HRO.

SECTION 2. The Employer will mail the check to the Union, along with a listing of the employee's name and payroll number, the amount withheld, and the total number of deductions for that pay period. The Employer will provide a list of those employees and the reasons why dues were not deducted.

SECTION 3. The dues deduction allotments are automatically stopped beginning the first pay period after loss of Exclusive Recognition by IAFF Local F-150. In addition, an allotment for individual automatically terminates when:

- a. The individual is no longer a unit employee.
- b. The individual has been suspended or expelled from IAFF Local F-150. In this regard, the Union will promptly notify the Employer in writing, copy to HRO, when a member is expelled or ceases to be a member in good standing.
- c. The allotter is not a member of IAFF Local F-150 or when dues have been erroneously withheld and forwarded under **SECTION 3**. The Union agrees to promptly notify DFAS Pearl Harbor of such instances and to promptly refund any such dues deducted prior to stoppage of dues deduction to such employee.

SECTION 4. An employee may voluntarily revoke his allotment for Union Dues. However, the allotment cannot be revoked for an initial period of one [1] year from the date of the allotment. Revocation will be allowed on the first anniversary date of that allotment in accordance with 5 U.S.C. 7115(a). Thereafter, any revocation may be effective during the first pay period after 1 September. To revoke an allotment, the employee must submit the SF-1188 or other signed and dated notification.

SECTION 5. IAFF Local F-150 will provide SF-1187's for those unit employees desiring to authorize payment of dues from their paychecks. The HRO will issue a revocation form 1188 to any unit employee who so requests.

ARTICLE 11 DURATION AND CHANGES

SECTION 1. This AGREEMENT, as executed by the **PARTNERS**, shall remain in full force and effect for a period of three (3) years from the date of its approval by the Office of the Secretary of the Defense and/or his designated representative. Thereafter, it will remain in effect for successive periods of one year, subject to approval by the Office of the Secretary of the Defense, unless either **PARTNER** notifies the other in writing at least sixty [60] but not earlier than one hundred five (105) calendar days prior to the next anniversary date of intention to renegotiate a new AGREEMENT. When either **PARTNER** requests to renegotiate the AGREEMENT, the provisions of this AGREEMENT shall be honored until a new AGREEMENT becomes effective, except for those provisions that are contrary to any law, regulation, Executive Order or Public Law 95-454.

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

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

THIS AGREEMENT IS EXECUTED ON 11 APRIL 1996, TO BE EFFECTIVE WITHIN THIRTY (30) DAYS, OR UPON APPROVAL BY THE SECRETARY OF DEFENSE, WHICHEVER IS EARLIER.

COMMANDING OFFICER
U.S. NAVAL ACTIVITIES, GUAM

16TH DISTRICT VICE-PRESIDENT
INT'L ASSOC. OF FIRE FIGHTERS

PRESIDENT INT'L ASSOC. OF FIRE
FIGHTERS LOCAL F-150

DIRECTOR
EMPLOYEE-MANAGEMENT
RELATIONS DIVISION

FIRE CHIEF
U.S. NAVAL ACTIVITIES,
GUAM

EXECUTIVE VICE-PRESIDENT
INT'L ASSOC. OF FIRE FIGHTERS
LOCAL F-150

LEGAL OFFICER
U.S. NAVAL ACTIVITIES, GUAM

ASSISTANT FIRE CHIEF
U.S. NAVAL ACTIVITIES, GUAM

ASSISTANT DIRECTOR/SENIOR
LABOR ADVISOR
OCPM, PACIFIC REGION

SECRETARY/TREASURER
INT'L ASSOC. OF FIRE FIGHTERS
LOCAL F-150

THIS AGREEMENT HAS BEEN APPROVED BY THE SECRETARY OF DEFENSE ON APRIL 17, 1996, TO BE EFFECTIVE APRIL 17, 1996 AND WILL EXPIRE ON APRIL 17, 1999.

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