

Labor Management Agreement  
Between



International Association of  
Firefighters, Local F-61  
and



Naval Surface Warfare Center,  
Carderock Division,  
Ships Systems Engineering  
Station, Philadelphia  
1999

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## **PREAMBLE**

This AGREEMENT is made by and between the Naval Surface Warfare Center, Carderock Division, Naval Ship Systems Engineering Station, Philadelphia, hereinafter referred to as the "Employer" and the International Association of Fire Fighters, Local F- 61, AFL-CIO&CLC, hereinafter referred to as the "Union".

The intent and purpose of the AGREEMENT is to promote and improve the effectiveness and efficiency of the Naval Surface Warfare Center, Carderock Division, Naval Ship Systems Engineering Station, Philadelphia, and the well being of the employees pursuant to the Statutory authority of the Federal Service Labor Management Relations Statute, Chapter 71 of Title 5 of the United States Code and Executive Order 12871. The parties hereto concur that this can best be accomplished through mutual effort and through the establishment of basic understandings relative to personnel policies and practices and other matters affecting general working conditions.

Now, therefore, the Employer and the Union hereby further agree as follows:

## **ARTICLE 1**

### **RECOGNITION AND UNIT DESIGNATION**

SECTION 1 - The Employer hereby recognizes that the Union is the exclusive representative of all employees in the Unit as defined in Section 2 of this Article. The Union hereby recognizes the responsibilities of representing the interests of all such employees without discrimination and without regard to Union membership.

SECTION 2 - The Unit to which the Agreement shall apply is composed of all graded non-supervisory Fire Fighters, and Fire Inspectors of the Fire Department, Naval Surface Warfare Center, Naval Ship Systems Engineering Center, (NSWCCD-SSES), Philadelphia, PA.

## ARTICLE 2

### RIGHTS OF EMPLOYER

SECTION 1 - The Employer retains the right, in accordance with applicable laws and regulations:

- a. To determine the mission, organization, and internal security practices of the Employer.
- b. In accordance with applicable laws:
  - (1) To hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary actions against such employees.
  - (2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency 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 during emergencies.

## ARTICLE 3

### RIGHTS OF EMPLOYEES

SECTION 1 - Each Employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under Title VII, such right includes the right:

- a. To act for a labor organization in that capacity, to present the views of the labor organization to heads of agencies and other officials of the Executive Branch of the Government, the Congress, or other such appropriate authorities, and;
- b. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under Title VII.

SECTION 2 - In accordance with 5 USC 7102, nothing in this Agreement shall require an employee to become or remain a member of a labor organization or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

SECTION 3 - Each employee has the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate officials of the Employer.

SECTION 4 - The contents of an employee's Official Personnel Folder (OPF) will be disclosed to him or his Union representative upon request to the Human Resources Office. When the Union representative requests to review the OPF without the employee's presence, the representative must have a specific, written designation of representation signed by the employee. Such disclosure shall be in accordance with the requirements of the appropriate laws and regulations. In regard to this section, the individual employee rights shall be given foremost consideration and the contents of their Official Personnel Folders shall be protected from unauthorized disclosure.

SECTION 5 - For purposes of annual leave selection and other internal functions that do not conflict with any other provisions of existing law or regulation, Seniority will be that period of service which is performed during one current unbroken by more than fourteen (14) calendar day period of employment within the NSWCCD-SSES Fire Department. In the event of a tie in internal Seniority, the determining factor will be the employee's Service Computation Date. Once established, all Unit members shall retain their standing on the list, and new employees shall begin at the bottom, irregardless of other creditable federal seniority gained prior to service with the Fire Department, Philadelphia site.

## ARTICLE 4

### **RIGHTS OF UNION/UNION REPRESENTATION**

SECTION 1 - The Employer agrees to recognize the four Principal Officers of the Union, as well as one (1) Steward for each platoon, and one (1) Steward for the Fire Prevention Office as duly authorized representatives of the Union. The Union agrees to furnish the Employer, in writing, the names of the duly elected or appointed Union officers and stewards, and maintain such list on a current basis. Union Officers and Stewards will not normally be recognized by the Employer until such notification is received by the Human Resources Office.

- a. The Union may create various committees with the expressed purpose of dealing with specific subjects such as, training, safety, building, etc. that impact on Unit members. The Union will forward a list of these committees to the Fire Chief with the member(s) appointed, and the scope of responsibility of each. It is understood that unless the Employer is specifically notified by the Union President, these committees will not have the authority to change/modify any existing agreements or practices.

SECTION 2 - The Union shall have the right and the responsibility to represent all employees in the Unit with regard to presenting its views to the Employer on matters of concern, either orally or in writing. To consult the Employer and be Consulted by the Employer in the development and implementation of personnel policies and practices and other matters affecting working and living conditions of employees in the Unit which are within the authority of the Employer, and to negotiate with the Employer, to the extent allowable by law, with the object of reaching an agreement covering all employees in the Unit.

SECTION 3 - The Union shall have the right to be represented at discussions between the Employer and employees concerning grievances, personnel policies and practices, or any other matters affecting the general working and living conditions of employees in the Unit. It is recognized that discussions between the Employer and an employee which are of a personal nature, or which concern problems personal to the employee, and which will have no effect on the bargaining unit may not fall into the above category.

SECTION 4 - Pursuant to 5 USC 7131, Union Officers, and Stewards will be allowed reasonable time during work hours to perform their official representational duties relative to processing employee complaints, concerns, or grievances to the Employer, Agency Representatives, or Members of Congress. It is recognized that it will be necessary for a Union officer or steward to leave his work assignment to have a discussion with an employee of the Unit in order to bring about a prompt and expeditious disposition of an employee grievance, complaint, or concern. When it becomes necessary for him to leave his work assignment, the Union officer or steward will first obtain permission from his immediate supervisor and the supervisor of the employee requesting representation. The supervisor's permission will normally be granted within a reasonable time (barring emergencies within one (1) hour). The Union officer or steward and the employee will report his return to work to the supervisor. The Union agrees that its officers and stewards will guard against the use of excessive time in performing representational duties.

SECTION 5 - Any activities performed by any employee relating to the internal business of the Union (including, but not limited to, the solicitation of membership, elections of labor



organization officials, and collection of dues) shall be performed during the time all employees are in a non-work status.

SECTION 6 - Meetings will be held between the Fire Chief or his designated representative, and the Union President or his designated Unit representative to discuss appropriate matters as the need arises. The Union and the Employer will normally submit an agenda on matters they wish to discuss at least seven (7) calendar days prior to the suggested meeting date. Formal summaries of the meetings will be prepared, and a copy furnished to the Union. At these meetings, both parties shall be free to obtain assistance from persons with necessary knowledge or experience. Such persons shall be either non-employee IAFF International representatives for the Union or employees of the Navy for the Employer. If the Employer uses someone from outside the Navy, the Union shall be accorded the same right to outside assistance.

SECTION 7 - The Employer agrees that time off the job for Unit employees to perform activities specified in Sections 2 & 4 of this Article will be granted without loss of pay, or benefits of any kind, so long as the Unit employee would otherwise have been in a duty status.

SECTION 8 - The Employer agrees that National Officers and other duly designated representatives of the Union who are not active employees of the Employer may be admitted to the Naval Surface Warfare Center, Philadelphia upon approval of a written request to the Employer via Human Resources Office. Such visits shall be governed by applicable security regulations.

SECTION 9 - The Employer agrees that the Union shall have an office located on the first floor of the Fire Station (building 56), at the south east corner of the building. The Employer will provide a desk, four (4) chairs, two (2) four drawer file cabinets, an air conditioner, two (2) telephones, two (2) dedicated phone line with DSN capabilities, a computer system with access to the Employer's LAN. The Employer agrees to maintain all mechanical/electronic items for normal maintenance, and the Union agrees to operate these items in a careful manner and within the established guidelines.

SECTION 10 - An employee who is an official or steward of the Union (designated officers, stewards, and mutually agreed representatives) will be excused without charge to leave in conjunction with attendance at Union or Employer provided training sessions provided the subject matter of such training is of mutual concern to the Employer and the employee, in his capacity as a Union representative, and the Employer's interest will be served by the employee's attendance. Administrative excusal for this purpose will cover such portions of the training sessions as meet the foregoing criteria, plus travel time, and will normally not exceed 80 hours for fire inspectors, and 144 hours for fire suppression personnel within a calendar year period (1 January to 31 December). Requests for such leave will normally be submitted to the NSWCCD - SSES Commanding Officer. Requests for such leave will normally be submitted at least thirty calendar days prior to such training. Such requests submitted less than thirty (30) calendar days will be forwarded with proper justification as to its lateness. Additional time required for an employee to complete an existing training session may be charged to annual leave.

SECTION 11 - In accordance with 5 USC Section 6327, and 31 USC Section 1345, two (2)

Union Officials will normally be excused from duty to attend the funeral of a brother federal fire fighter who was killed in the line of duty.

SECTION 12 - Employees in the Unit who have been elected or otherwise designated to participate in official Union business requiring their absence from work may be granted a leave of absence for that purpose. The duration of such absence shall be for the specific period during which such Union activities are required, but normally will not exceed one (1) year. Reasonable notice shall be submitted by the Union, in writing, to the Employer designating:

- a. The employee(s) to be absent.
- b. The purpose for which such absence is required.
- c. The duration of such absence.
- d. The period of leave requested to permit reasonable travel time to and from such place of business or training.

SECTION 13 - The Employer will provide four (4) bulletin boards for the Union for the posting of notices relating to union events and activities. Two (2) bulletin boards are to be located in the Fire Suppression area, and two (2) bulletin boards are to be located in the Fire Prevention area. The size of the boards will be mutually agreed upon by the Employer and the Union.

## **ARTICLE 5**

### **GOVERNING REGULATIONS**

SECTION 1 - It is agreed and understood by the Employer and the union that this Agreement is subject to the provisions of the applicable existing or future laws and regulations of appropriate authorities, including published policies and regulations of the Department of Defense and higher echelons within the Department of the Navy in existence at the time this Agreement is approved. Further, it is subject to subsequently published regulations and policies of the Department of Defense and higher echelons within the Department of the Navy required by law or by the regulation of appropriate authorities.

SECTION 2 - The Employer will forward to the Union, via the Human Resources Office, a copy of any rule, regulation, instruction, or notice that changes and/or impacts upon any covered matter, or employee of the bargaining unit within seven (7) calendar days of receipt of the rule, regulation, etc. by the employer. This includes draft and pre-implementation notices and bulletins.

## ARTICLE 6

### **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

SECTION 1 - Matters appropriate for consultation or negotiations to the extent required or permitted by law are personnel policies and practices, safety issues, living conditions, and matters affecting conditions of employment of employees within the Unit, which are within the discretion of the Employer.

- a. Prior to the Employer's implementation of any change which impacts on conditions of living or employment of unit members during the life of this agreement, such changes will first be shared with the Union, and the Employer agrees to negotiate these changes as appropriate with the Union.

SECTION 2 - Nothing in this section shall preclude the agency and the labor organization 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 safety, and means of performing work;
- b. Procedures which management officials of the agency will observe in exercising any authority under this section; or
- c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

SECTION 3 - For the purpose of this agreement, Consultation means dialogue, either oral or written between the Employer and the Union on matters appropriate as stated in Section 1. The Employer agrees to Consult, upon request of the Union, on matters that are excluded from Negotiation by 5 USC 7106 (Article 2). When consultation occurs, the Employer agrees to give bonafide consideration to the views presented by the Union.

SECTION 4 - Negotiation is defined as discussion between the Employer and the Union leading to the development of a written labor management agreement governing negotiable personnel policies, practices, and matters affecting working/living conditions of employees within the unit as stated in Section 1, which are within the discretion of the Employer.

SECTION 5 - The normal point of contact between the Union and the Employer for the purpose of discussing questions that may arise concerning the general administration or application of this agreement shall be for the Union, the duly elected President, for the Employer, the Fire Chief.

## ARTICLE 7

### HOURS OF WORK

SECTION 1 - The normal pattern of duty for fire fighters in the Unit is a two (2) platoon system with each platoon alternating twenty four (24) hours of duty. The normal work period for fire inspectors will be an eight (8) hour day basic work week, Monday through Friday, with a thirty minute lunch break. All forty (40) hour unit employees represented in the Bargaining Unit shall be eligible to participate in flex time, at their option, in accordance with 5 USC Chapter 61, Section II. This flex time shall be between the hours of 0700 and 0800.

SECTION 2 - A fire fighter is performing actual work when standing roll call, inspecting and maintaining fire apparatus and fire suppression devices located throughout the Complex, inspecting buildings and areas, giving and receiving training in fire prevention and suppression, being present at meetings and gatherings, being present at "hot work" and other types of operations where the danger of fire is present, preparing and maintaining reports and records, standing watches, receiving or transmitting emergency communications, assigned to functions that deal with the public, being alert on drills and emergencies, and at other times, suppressing fires and conducting emergency operations, being present with his apparatus during flight operations, housekeeping, preparing for and standing inspections, supervising the work of others, and performing various fire service related duties as assigned by proper authority. Normally, the work day will consist of (8) hours work, and (16) hours in a standby status. Unit Employees will secure from work to standby status at 1600 hours.

SECTION 3 - A fire fighter on duty in the fire station is in a standby status during the periods he is not engaged in performing actual work.

SECTION 4 - Unless done in accordance with applicable Government Regulations, the Employer will not normally change the work schedule, including O/S of an employee without giving him minimum notification of at least seven (7) calendar days prior to the first day of the administrative pay period in which the change takes place.

SECTION 5 - If it becomes necessary to transfer an individual(s) from one platoon to the other for staffing or special certifications (such as EMT, EVOC, etc.) the following procedures will apply:

- a. Volunteers will be solicited from the platoon providing the individual(s) to be transferred.
- b. If there are more volunteers than necessary, the provisions of Article 3, Section 5 will apply.
- c. If there is an insufficient number of volunteers, then the most junior member of the classification needed will be transferred to satisfy the manning requirement.
- d. When a sufficient number of candidates have been hired and or promoted to fill the vacant platoon slot(s), then the individual(s) will be made aware of the opportunity to transfer back prior to the new hires start date. Individual(s) will be given five (5) calendar days to decide. If no decision is made, transfer rights have been relinquished.

## **ARTICLE 8**

### **OVERTIME**

SECTION 1 - Employees who perform authorized overtime services shall be compensated in accordance with 5 USC 5542, (pay or compensatory time).

SECTION 2 - Overtime shall be assigned fairly and without discrimination among qualified employees of the Fire Department. The employer will make existing records of overtime for employees of the Unit available to Union Officers to aid in the settling of complaints and grievances.

SECTION 3 - An employee shall receive a minimum of two (2) hours compensation in accordance with applicable regulations if, after he leaves NSWC/NAVSSSES, he is called back to work for irregular, unscheduled overtime outside of his regular hours of work. If an employee is informed by an appropriate management official that he is to remain at his location, and be in readiness to return to duty while another avenue is pursued, then he shall be in a pay status for the entire time, with a minimum of one (1) hour overtime compensation paid. All callback overtime shall be considered as forced overtime and so recorded.

SECTION 4 - Unit employees held over a short period past the end of their regular shift will be paid for overtime in tenths of an hour with a two-tenths (2/ 10) minimum. Unit employees who begin work prior to the scheduled start of their shift will be paid for the overtime in tenths of an hour with a two-tenths (2/ 10) minimum.

SECTION 5 - An additional shift required by the Employer beyond a Unit employee's regular shift will be manned in one of the following manners:

- a. 1. Two (2) Unit employees will man the shift on an eight (8) and sixteen hour basis in accordance with their standing on the overtime list.
- a. 2. In the event the relieving sixteen (16) hour employee is unable to report as scheduled, the employee working the eight (8) hour shift will remain on duty until the Employer can contact another employee and have that employee report for duty. In the event that the additional hours place a hardship on the eight (8) hour employee, he will be excused from duty. It will be the employee's responsibility to notify his supervisor as soon as he is aware that he will not be able to work past the eight (8) hour shift due to hardship.
- b. 1. Two (2) Unit employees will man the shift on a twenty-three (23) and one (1), or (1 and 23) hour basis in accordance with their standing on the overtime list.
- b. 2. In the event that the relieving one (1), hour employee is unable to report as scheduled, the first arriving qualified employee will be placed on duty.
- c. 1. Two (2) Unit employees will man the shift working a mutually agreeable number of hours each. These will normally be in full hour (60 minute) increments, and must be

approved in advance by a designated management official.

- c. 2. In the event the relieving employee is unable to work as scheduled, then the provisions of Section 5 (a. 2) or (b. 2) will be implemented as appropriate.
- d. If there are no volunteers, the Employer will man the shift using the top two (2) available employees on the list. In this event, the first employee will work the eight (8) hour and the second employee will work the sixteen (16) hour sections. Once the overtime has been assigned, the affected employees may switch assigned hours, or utilize Section 5 (a) (b) or (c), however they must inform the appropriate management official prior to the start of the work shift. An employee beginning vacation will not be forced for overtime unless he is the only available employee.
- e. Prior to any employee being forced to work overtime, if there are a sufficient quantity of volunteers from other categories, they will be permitted to volunteer for the overtime.
- f. An employee remaining on overtime after 0800 will be permitted time as necessary to obtain food or related items as required.

SECTION 6 - GS-5 Fire Fighter Trainee and GS-6 Fire Fighter overtime lists will be combined, and selection will be made from the top of the list, provided that the employee is qualified in accordance with GS-081 Standards to perform the required duties. An employee not selected will remain in his position on the list.

SECTION 7 - The following work shift, the overtime list will be adjusted to reflect all overtime worked in the following manner.

- a. Any employee forced to work either an eight (8), sixteen (16) or twenty-three (23) hour portion will be placed on the extreme bottom of the list in the reverse order of their standing, ex. the highest name will become the lowest.
- b. Those employees not on duty will retain their same position on the list with the following exception; if their slot is taken by an employee(s) forced to work overtime, then they will assume the next higher position available.
- c. The remaining employees will move up correspondingly on the list.
- d. Employees forced to work overtime will have that forced date indicated by their name, and they can not be forced again until:
  - (1) All other employees with earlier forced dates have been forced.
  - (2) Six calendar months have passed since their force date.
  - (3) The employee volunteers for overtime in excess of two (2) hours.

SECTION 8 - The Employer will post a copy of the standing, current overtime list by 1 000 hours each day. If during the course of the shift, the Employer is made aware of needed overtime, employees will be notified ASAP, after notification, Unit employees, during the course of the shift, will indicate on the list if they wish to volunteer for the overtime and which section they prefer. If a Unit employee does not fill out the posted list, this will mean that he does not wish to work. Selection of overtime from the posted list will occur after the posted list has been removed, normally at 1900 hours of the shift prior to the scheduled overtime, but no later than 2000 hours. Once the list is removed, all selections will then be scheduled. The only exception to this will be overtime that is made aware to the Employer after 0700 hours. In this case, employees will be summoned at approximately 0730 hours, the situation explained, and the overtime will be dealt with in accordance with the various Sections covering volunteer or forced overtime. Employees who had previously volunteered for an overtime selection will not be forced to change their selection, but may do so if this voluntary change does not have an impact on any other Unit member. In the case of standby assignments only, employees will normally be called no earlier than 0745 hrs.

SECTION 9 - When the Employer is aware that overtime will be scheduled in advance, a projected list will be posted indicating what category and how many employees will be required to work. An employee scheduled off the shift before the scheduled overtime may sign up to work the overtime shift with the following provisions:

- a. Voluntary overtime will be scheduled based upon the employees standing on the current overtime list.
- b. It is the responsibility of the individual who signed up in advance for overtime to contact a Captain between the hours of 1900 and 2000 hours on the evening prior to the scheduled overtime. The individual who has volunteered in advance for the scheduled overtime will be advised at this time if they have been selected to work. If the individual does not call during this time period, the individual's name will be removed from the list as a volunteer for that overtime shift, and selections will be made in accordance with the other appropriate sections of this Article.
- c. Individuals who are off duty and signed up in advance for scheduled overtime will normally work either an eight (8) or sixteen (16) hour shift. These times can be changed at the time of the phone call to the Captain with the approval of the other employee working the balance of the shift.
- c. 1. If, after 0700 hours the following morning, additional overtime is made aware to the employer, these employees will not be permitted to change the hours previously selected, if the selection will have an adverse effect on the additional overtime. However employees may mutually agree to utilize Section 5C (1) of this ARTICLE to satisfy required staffing.
- d. Coverage of the previously selected overtime shift for an individual who is unable to report for duty will be treated in the same manner as an individual who was regularly assigned to duty and signed off on sick or emergency leave.



- e. An individual who had signed up for a future overtime shift and calls in sick the shift prior to it will be removed from that overtime selection.

SECTION 10 - The Employer agrees that Unit employees will receive payment for all overtime either:

- a. In the same paycheck issued immediately following the pay period in which the overtime occurred, or:
- b. As compensatory time in accordance with existing regulations.

SECTION 11 - The Employer agrees that for the purpose of applying Section 7 (k) of the FLSA, the work period shall consist of a fourteen (14) day period.

## ARTICLE 9

### ANNUAL LEAVE

SECTION 1 - Employees shall accrue Annual Leave in accordance with 5 USC 6303. 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. Requests for annual leave for emergency reasons will be considered on an individual basis. Annual leave will be granted in one-half (112) hour increments.

SECTION 2 - The Employer agrees to schedule annual leave during the leave year for vacation purposes that will consist of one (1) or two (2) weeks continuous leave, Sunday through Saturday. Employees will be permitted up to three (3) vacation choices per year.

- a. Selection will be made using a roster of Unit employees maintained by the Employer. Selections will be made using the following procedures:

### SECTION 3

- a. Vacation annual leave may be scheduled during the four (4) periods within the leave year. On the second Monday of November, a roster will be rotated to all Unit employees to make a selection of one or two weeks of their choice. Employees with the greatest length of service as indicated by Article 3 Section 5 will be placed on the roster giving first choice of desired annual leave for vacation purposes. At this time, employees may submit requests for the entire leave year, (01 January through 31 December). After all Unit employees have been given the opportunity of an initial selection, a second selection process will take place. At this time, employees may submit requests only for the Period 2 period of 01 January through 30 April.

Period 1: 01 January through 31 December,

Period 2: 01 January through 30 April.

- b. On the second (2nd) Monday of March, a roster will be rotated to all unit employees who opted not to make any initial selection in accordance with the provisions set forth in the Period 1. Employees with the greatest length of service as indicated by Article 3 Section 5 will be placed on the roster giving first choice of desired annual leave for vacation purposes. Employees may submit requests only for Period 3, 01 May through 31 December. After all Unit employees who opted not to make any initial selection in accordance with the provisions set forth in Period I have been given the opportunity of a selection, another selection process will take place. A roster will be rotated to all employees to make a selection of one or two weeks of their choice. Employees with the greatest length of service as indicated by Article 3 Section 5 will be placed on the roster giving first choice of desired annual leave for vacation purposes. Employees may submit requests only for Period 4 of 01 May through 31 December.

Period 3: 01 May through 31 December,

Period 4: 01 May through 31 December.

- c. Employees hired after the first picks have closed (Period I and Period 2) will be placed on the list below those employees who will have first pick in Section 2, (Period 3).
- d. Employees hired after all picks have been made will be afforded the opportunity to choose a vacation of one or two weeks duration within thirty (30) days of hiring.

The following chart defines the selection process:

Period 1	1 Jan to 31 Dec
Period 2	1 Jan to 30 Apr
Period 3	1 May to 31 Dec
Period 4	1 May to 31 Dec

SECTION 4 - Vacation requests will normally be submitted no later than twenty-five (25) days prior to the beginning of Period I for vacation periods in Periods I and 2, and normally not later than twenty-five (25) days prior to Period 3 for vacation periods in Period 3 and 4, using Standard Form 71, (SF-71). If necessary, the vacation book will be left out for an additional five days in December and/or March until all employees have had the opportunity to make their selections.

SECTION 5 - The Employer agrees to give notification of approval or disapproval of request to the employee on Standard Form 71 no later than 15 days prior to the beginning of any Period.

SECTION 6 - Unit Employees will pick in their permanent position, irregardless of details unless they are temporarily promoted for (1) year with an SF-50 enacted, and they will be in that position for the full calendar year covered.

SECTION 7 - The Employer may approve a change in selection, providing that the change does not impact on any other scheduled leave.

SECTION 8 - If an employee requests to cancel his vacation annual leave, the request will be made as soon as possible in order to give another employee the opportunity to request leave for that period.

SECTION 9 - Leave requests for Unit Employees shall be submitted through the appropriate supervisors. At the time the leave is requested, the Standard Form 71 shall be initialed, dated, and the time marked on the slip by the receiving supervisor, and a copy will be given to the employee, upon request.

SECTION 10

- a. Normally requests for annual leave (Incidental Annual Leave) for other than vacation leave periods covered under Section 3 of this Article shall be scheduled on a first come first served basis. The provisions of Section 9 of this Article will apply. If two or more

requests are received simultaneously, the employee having the greatest length of service time as indicated in Article 3, Section 5 shall receive preference. It is agreed that annual leave shall normally not be scheduled until vacation leave as provided in Section 3 (a) or (b) of this Article has been scheduled and posted. After vacations are scheduled, leave requests shall be acted on in a timely manner, no later than 2 tours of duty after submission. Standard Form 71, application for leave will be utilized to document such leave. All employees who have projected use/lose, will submit requests for such leave using the procedures in Section 2 "Vacation Requests" in this Article, with slips marked use/lose. This leave 'Will be given priority consideration.

- b. Any leave slip (Standard Form 71) submitted after 01 September will be approved in the following manner:
  - 1 – Slips indicating Use/Lose. If two or more requests are received simultaneously, the employee having the greatest length of service time as indicated in Article 3, Section 5 shall receive preference.
  - 2 - Incidental Annual Leave.

SECTION 11 - With the exception of an unusual circumstance(s), approved annual leave will not be canceled by the Employer. If however, the Employer has a compelling need to cancel approved incidental annual leave, the employee will be informed in writing of the cancellation, and will receive this notification no later than forty-eight (48) hours prior to the beginning of the leave.

SECTION 12 - Employees assigned to opposite platoons may exchange duty time of durations between one (1) hour and twenty-four (24) hours, (Trading of time). The time exchanged shall be the same that traditional work time is exchanged for traditional work time, and stand by time for stand by time. Employees requesting to exchange time will submit a request to their Captain normally within two (2) calendar days prior to the exchange. This time limit can be reduced to thirty (30) minutes prior to the start of the work shift due to unforeseen circumstances by the employee(s) affected. The employees will be notified of the approval/disapproval of the request for exchange in the following manner:

- a. Normally not later than the end of the tour of duty, in which the slip was submitted, or,
- b. No later than the end of the next shift.

The employees will utilize Appendix A for this request.

SECTION 13 - Employees assigned to opposite platoons may exchange duty time of durations less than one hour (59 minutes or less) during the first and/or last hour of the work shift, (early/late relief).

- a. Early Relief: The employee being relieved (early relief) will notify his Captain that he is being relieved, and inform him who is relieving him. The relieving employee will be

placed in a duty status, and assume any duties of the employee being relieved until the end of the shift.

- b. Late Relief: In the event that an employee desires late relief, he will contact a Company Officer with the name of the employee who will be staying for him. The provisions of early relief will then apply.
- c. Overtime:
  - (1) Any relief will be strictly between the employees on a voluntary basis, and the Employer will not be responsible for monitoring the payback of such trades. No employee will be paid overtime if he works in excess of his normal schedule as a result of this Period.
  - (2) In the event that an overtime situation is known to the Employer prior to 0700, no reliefs will take effect until the overtime situation has been decided either through voluntary or forced assignment.
  - (3) In the event that an overtime situation is known to the Employer after 0700, all impending reliefs will be placed on hold until the overtime situation has been decided either through voluntary or forced assignment.
- d. It is understood that the provisions of this Section will be implemented for a Trial Period of six months (6) from adoption of the Contract. After that time, the Employer and the Union may open this Section as necessary for changes/removal subject to the Negotiated Ground Rules of this Contract. It is further understood, that during this Trial Period, the bunk room lights will be activated at 0700.

SECTION 14 - Employees assigned to the same platoon may exchange a regularly scheduled twenty-four (24) hour tour of duty for a regularly scheduled day off (O/S) day. Normally, no more than three (3) O/S day changes will be permitted per day without the permission of the Duty Assistant Chief. If there is a vacant O/S slot, an employee may change his OIS day with the slot provided that it does not exceed the maximum employees O/S that shift. O/S day changes will be made on a first come first served basis. Employees requesting to exchange O/S days will submit a request to their Captain normally one (1) calendar day prior to the change, and will normally receive approval/disapproval by the end of that shift. This time limit may be reduced to thirty minutes (30) prior to the start of the shift, due to unforeseen circumstances by the employee(s) affected. The employees will use Appendix A for this request.

SECTION 15 - An accurate total of annual, sick, and use/lose leave will be provided on Leave and Earnings Statements.

SECTION 16 - Leave and Earnings statements will be sent to Unit employees in a timely manner.

SECTION 17 - The Employer will excuse one (1) Union Officer to visit the next of kin of an

employee who is killed or seriously injured on the job.

## **Article 10**

### **SICK LEAVE**

SECTION 1 - Employees shall accrue sick leave in accordance with applicable statutes and regulations.

SECTION 2 - It is agreed that employees desiring medical, dental or optical examinations or treatment shall normally arrange appointments outside of work hours or on non-work days to the extent possible. If employees cannot arrange appointments outside of work hours or non-work days, sick leave shall be granted for this purpose. Employees should submit requests for such leave as far in advance as possible, and shall specify the date and time of the appointment. Sick leave for such purposes shall be approved subject to the employee's submittal of a properly completed application for leave form within forty eight hours, (48) of his return to work which certifies that such examination or treatment was received showing the date and time of the examination or treatment.

SECTION 3 - When periods of absence for sick leave are in excess of three (3) consecutive workdays for Fire Fighters or in excess of three (3) consecutive workdays for Fire Protection Inspectors, an application for sick leave will be submitted within two (2) tours of duty after return to duty, and must be supported by a medical certificate. This medical certificate will be filed within seven (7) calendar days after return to duty.

#### SECTION 4

a. Employees shall not be required to furnish a medical certificate to substantiate a request for approval of sick leave unless such sick leave exceeds the time limits from Section (3) above, except in individual cases if there is evidence to indicate an employee is abusing sick leave privileges. For such a case, the Employer must notify the employee, either orally or in writing, that he has a questionable sick leave record. Prior to any discussion, the Employer shall inform the employee of his right to Union representation. If the employee chooses to have Union representation, no discussion shall take place until such Union representation is present. The Employer, upon request, shall make available to the employee and his Union representative pertinent sick leave records. The employee shall be informed of the alleged evidence of abuse, provided the opportunity to respond, and fair and impartial consideration will be given to the employee's response. Should the employee fail to satisfactorily explain the reasons for the questionable absences claimed as sick leave, he shall be advised that a continuation of such sick leave practices may result in a requirement to furnish a medical certificate for each future absence claimed as sick leave. If required, future requests for sick leave must be supported by a medical certificate, ordinarily filed within seven (7) calendar days after return to duty, and will also be advised, in the same written notice, fully and factually, of the reasons therefore. Such written notices shall not be filed in the employee's Official Personnel Folder.

b. The Employer shall review the sick leave record of each employee required to furnish a medical certificate for each absence which he claims was due to illness, at least semi-annually from the date of issuance. When such reviews reveal no evidence that the employee has abused his sick leave privileges during the review period, the employee shall be notified, in writing, that a medical certificate will no longer be required for each absence which is claimed as due for a period of three (3) consecutive work days or less.

Notices of questionable sick leave record shall not be based on absences on sick leave which have been approved as a result of an acceptable medical certificate, or when the employee has been sent home sick by the Branch Medical Clinic or other appropriate medical facility.

## SECTION 5

Periods of absence on sick leave not requiring a medical certificate, must be supported by a Standard Form 71, Application for Leave, to be filled out within forty-eight (48) hours after returning to duty.

Periods of absence for which sick leave has been requested in excess of three (3) consecutive work days for Fire Protection Inspectors, and three (3) consecutive workdays for Fire Fighters must be supported by a medical certificate to be filed within seven (7) calendar days after return to duty.

SECTION 6 - Employees who are incapacitated for duty because of serious illness or disability may request advanced sick leave in accordance with applicable regulations:

The employee is serving under a career, career-conditional or term appointment.

. The employee's separation from the service is not being actively contemplated by management, nor is the employee contemplating separation by retirement or resignation.

There is reasonable evidence that the employee will be capable of returning to work and fulfilling his duties.

. There is no evidence available indicating the employee will not remain employed after his return to duty long enough to repay the advance of sick leave.

Sick leave will normally not be advanced to an employee when accrued sick leave is repeatedly exhausted or maintained at a negligible amount by the repeated use of sick leave for minor illnesses involving periods of five calendar days or less unless medical evidence is produced by the employee or his medical practitioner.

f. A decision on the approval or disapproval of advance sick leave will be rendered to the employee, in writing, as soon as possible, normally no later than fourteen (14) calendar days from the date of receipt of a properly filled out request.

SECTION 7 - When an employee becomes ill after reporting to work, he shall contact his

immediate supervisor for permission to go to either the Branch Medical Clinic, other appropriate medical facility or home. When the employee is incapacitated for duty and requests permission to go home, he shall be permitted to do so; however, if the supervisor has reason to believe that the employee is requesting the sick leave to avoid a particular work assignment, the employee may be required to furnish a medical certificate substantiating his incapacity for duty, or report to the Branch Medical Clinic or other medical facility. If the supervisor has reason to believe that the employee is requesting to avoid a particular work assignment, he will indicate, in writing those reasons, and furnish a copy to the employee. When the Supervisor permits the employee to go home in accordance with this Article, and the employee is absent on the following workday, he will be required to notify the Employer, and if required, furnish a medical certificate in support of the entire period of his absence, in accordance with Section (4) (a) of this Article.

SECTION 8 - When an employee is sent home by the Branch Medical Clinic or other medical facility due to illness or injury, it will constitute the first notification of illness for a maximum period of one (1) additional 24 - hour tour.

SECTION 9 - In the event of a non-occupational illness or injury, an employee is forced to use sick leave in excess of seventy two (72) hours, he may purchase that time back normally, within one full calendar year, however this time limit may be extended due to the specific circumstances of the incident.

SECTION 10 - The Employer agrees that if an employee dies on the job, or becomes seriously injured, an appropriate management official will notify the employee's family. If an injured employee suffers a serious occupational injury, the Second Line Supervisor will notify the HRO. The HRO will advise the Employee of all of his rights as soon as possible after his injury. It is the responsibility of every employee to furnish his current home address and next of kin for this purpose.

SECTION 11 - Sick leave shall be granted in one half (1/2) hour increments.

SECTION 12 - Annual leave may be granted instead of sick leave on a current basis if the employee requests it.

SECTION 13 - An employee's sick leave record will be made available to him or his Union representative upon the employee's written request and/or release.

SECTION 14 - If an employee furnishes administratively acceptable evidence showing that the employee's absence was necessary to care for a member of his family who is covered by the Family Medical Leave Act, sick leave shall be granted in accordance with appropriate regulations.



## **ARTICLE 11**

### **LEAVE OF ABSENCE**

SECTION 1 - Whenever a leave of absence is justified and warranted, and workload or other considerations permit, an employee will be granted leave without pay in accordance with applicable laws and regulations. Normally, a period of leave without pay shall not exceed one (1) year for each application.

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

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

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

## ARTICLE 12

### **POSITION DESCRIPTIONS**

SECTION 1 - It is agreed that the Position Classification Program will be conducted within the guidelines of applicable laws and regulations. The Employer agrees to maintain current and accurate position descriptions for all positions in the Unit. A copy of amended position descriptions will be sent to the Union.

SECTION 2 – If a Unit employee believes that his position description does not properly describe or reflect the duties that he is performing, he has the right to request, through his Assistant Chief, that his work assignments be reviewed. If a satisfactory resolution of his complaint is not reached, the employee may grieve through the negotiated grievance procedure.

SECTION 3 - If a Unit member believes that the classification (title, series, or grade of his 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 of 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 representative shall be granted a reasonable amount of official time to prepare his appeal.

SECTION 4 - It is understood and agreed that a position description is a written statement of the duties and responsibilities assigned by the Employer to a position which defines the kinds and range of duties an employee may be expected to perform during the time he remains in the position. When the Employer determines that descriptions of positions within the Unit are to be rewritten, the Employer agrees to inform the Union and discuss and give consideration to the views of the Union consistent with Article 4.

## **ARTICLE 13**

### **PROMOTIONS**

SECTION 1 - When vacancies affecting members of the Unit are announced under the NSWCCD -SSES Merit Promotion Program, employee applications will be accepted for a minimum of ten (10) calendar days from the issuance of the announcement. Promotion announcements will be posted on the official bulletin boards and four (4) copies will be provided to the Union.

SECTION 2 - The Employer and the Union agree that all promotions within the Unit will be made in accordance with the promotion policy and procedures set forth in the NSWCCD-SSES Merit Promotion Program and applicable rules and regulations.

SECTION 3 - When a Unit employee is temporarily promoted, for a period of more than thirteen (13) consecutive calendar days, he will receive the pay applicable to the higher position commencing with the effective date of the temporary promotion as shown on the Standard Form 50 effecting the action.

SECTION 4 - Unit employees may seek the assistance of the Union in resolving complaints concerning temporary Promotions or Details.

## **ARTICLE 14**

### **DISCIPLINARY ACTIONS**

SECTION 1 - For the purpose of this Agreement, the term "disciplinary actions" means Letters of Reprimand and disciplinary suspensions of fourteen (14) calendar days or less.

SECTION 2 - Disciplinary actions are grievable under the provisions of Article 20, Negotiated Grievance Procedure.

SECTION 3 - Disciplinary actions will be taken for just cause to correct the offending employee and to maintain proper discipline and morale, and in accordance with existing and future regulations, instruction, and this Article.

SECTION 4 - When disciplinary action is contemplated against an employee, the employee will be notified within ten (10) calendar days after the Employer becomes aware of the suspected infraction.

SECTION 5 - Disciplinary actions will be initiated after a preliminary investigation or inquiry by the immediate supervisor or other appropriate official of the Employer. Subsequent to the preliminary investigation or inquiry, a discussion will be held with the employee while he is in a work status. Whenever possible, the employee will be notified at least twenty-four (24) hours prior to the discussion, but at no time will the notification be less than two (2) hours. This meeting will commence at such a time, as to reasonably end during the working hours of the tour. The employee will be notified of his right to Union representation, and, if he so desires, he may be accompanied by a Union Representative. If, during a discussion that may lead to disciplinary action, an employee who had previously declined Union representation desires such representation, the discussion will be temporarily suspended until a representative can be obtained and briefed on the situation.

SECTION 6 - The discussion will take place between the affected employee, his Union representative (if requested by the affected employee), and the Representative of the Employer or other Agency/Activity holding the discussion. Information presented by the employee and/or his Union representative will be considered before any determination is made on the manner in question.

SECTION 7 - In cases where a Letter of Reprimand is issued, or a decision on a proposed suspension is issued, one copy will be forwarded to the employees representative, and one copy will be forwarded to the President of the Union.

SECTION 8 - An employee who has been issued a proposed suspension and his representative will be given a reasonable amount of official time to answer the proposed action(s).

## ARTICLE 15

### **ADVERSE ACTIONS**

SECTION 1 - Adverse actions covered by this Article are: removals, suspensions for more than fourteen (14) calendar days, reductions in pay or furloughs without pay for 30 calendar days or less.

SECTION 2 - Adverse actions will be taken for such cause as will promote the efficiency of the Federal Service in accordance with section 75 13 of Title II of Public Law 95-454 and the NSWCCD Instruction dealing with Adverse Actions.

SECTION 3 - Adverse actions will be initiated and effected in accordance with applicable laws and regulations.

SECTION 4 - When an adverse action is contemplated against an employee, the employee will be notified within ten (10) calendar days after the Employer or other Activity becomes aware of the suspected infraction.

SECTION 5 - Adverse actions may be initiated after a preliminary investigation or inquiry by the immediate supervisor, or other management official.

SECTION 6 - Subsequent to the preliminary investigation or inquiry, a discussion will be held with the employee while he is in a work status. Whenever possible, the employee will be notified at least twenty-four (24) hours prior to the discussion, but at no time less than two (2) hours. The meeting will commence at such a time as to reasonably end during the working hours of the tour. If he so desires, he may be accompanied by a Union representative of his choice. If during a discussion that may lead to adverse action an employee who had previously declined representation desires such representation, the discussion will be temporarily suspended until the representative can be obtained, and briefed on the situation.

SECTION 7 - The discussion will take place between the affected employee, his Union representative (if requested by the affected employee) and the appropriate management official holding the discussion. Information presented by the employee and/or his Union representative will be considered before a determination is made on the matter.

SECTION 8 - The affected employee may elect to appeal the adverse action to the Merit Systems Protection Board, or through the negotiated grievance procedure. In the event the Union decides to appeal a removal action through the arbitration procedure, the request for arbitration will be made within fifteen (15) calendar days of the effective date of the removal. No final action will be taken against the employee until the decision of the Arbitration procedure is received.

SECTION 9 - This Article does not normally pertain to separation of temporary and/or term appointees and to VRA's, or to termination actions during a probationary period.

## **ARTICLE 16**

### **REDUCTION IN FORCE/OUTSOURCING**

SECTION 1 - The Employer agrees to notify the Union as soon as the necessity for a reduction in force or outsourcing of function is recognized, required, or any funds are expended, and prior to the request for authorization being submitted to appropriate DON levels. The Employer and the Union recognize the importance of informing all employees of the basis and reasons for a reduction in force or outsourcing. The Employer further agrees to give the Union a reasonable amount of time to meet with the Commanding Officer, NSWCCD -SSES or his/her designated representative to express its views and position regarding any Reduction in Force/Outsourcing. The Union will be provided a full explanation of the reasons for outsourcing and given a reasonable amount of time to meet with the appropriate management officials regarding outsourcing. The Employer will consider the Union's views and position regarding the outsourcing.

SECTION 2 - Any career or career conditional Unit employee who is separated because of a reduction in force or outsourcing will have his name placed on the Priority Placement List, and granted reemployment rights and assistance in accordance with applicable rules and regulations. During his eligibility for reemployment priority, such employee shall be given preference when making either temporary or permanent appointments to positions for which he is qualified and registered on the priority placement 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 and, are in a pay retention status, shall automatically be referred for consideration against vacancies for which they are eligible for non-competitive re-promotion 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. Employees involved may utilize the provisions of Article 18.

SECTION 5 - In the event a reduction in force is anticipated or implemented, the Union will have the right to review any retention registers relative to reduction in force actions affecting Unit employees consistent with applicable laws and regulations.

## ARTICLE 17

### SAFETY

SECTION 1 - The Employer recognizes its obligation to provide for all employees, consistent with the most stringent applicable Federal, Navy, OSHA or NFPA standards, a safe and healthful environment free from recognized hazards. The Union agrees to cooperate with the Employer by encouraging all employees to work in a safe manner and to wear all protective equipment prescribed by the Employer, and to report any safety or health hazards to the Employer in accordance with applicable procedures.

SECTION 2 - Prior to requiring employees to work in or about areas when conditions exist that are unsafe or detrimental to their health or safety, the Employer will ensure that proper precautions are taken, i.e., the providing of protective equipment and/or safety devices. Should an employee report to his supervisor that he reasonably believes that the performance of a particular work assignment may result in imminent risk of death or serious physical harm to himself or others, his immediate supervisor shall inspect the job/area/equipment in question to ensure that it is safe before requiring the employee to carry out the work assignment. If the employee still believes that reasonable doubt regarding the safety of the job/area/equipment remains, guidance shall be obtained from a NAVSSES Safety representative prior to starting the work. When a determination is made that there is no apparent risk, or the risk has been removed, the employee will perform the work assignment. This section is in effect only for non-emergency situations.

SECTION 3 - Protective equipment will be provided by the Employer at no cost to the employee. This equipment shall include, but is not limited to: bunker coats and pants, bunker boots, helmets, (safety and turnout), gloves, flashlights, safety footwear, one (1) pair of Fire coveralls and one (1) pair of work coveralls, ear protection, respirators and face masks for SCBA, safety glasses both regular and sunglass. Above listed protective equipment may be changed due to technology and updated research and development. A maintenance and inspection program shall be provided by the Employer for protective equipment. The Employer shall provide or replace appropriate protective clothing or equipment when damaged, contaminated or in need of general maintenance. Safety footwear shall be replaced on a yearly basis. The Employer will maintain a sufficient quantity of helmet liners, (hard hat and turnout) to provide new liners to new employees and to current employees as needed.

SECTION 4 - The Employer and the Union agree that one of the means to assure safe and healthful working conditions is through the use of an active Fire Department Safety Committee. This safety committee will be maintained and operated following the guidelines set forth in the NSWCCD-SSSES Instruction regarding Shop Safety Committees, with the following changes:

a. Membership shall consist of one designated management representative, one captain from each platoon, one fire fighter from each platoon, one Union representative from each platoon, and one fire inspector.

b. A safety meeting will be held each month, or as needed alternating between platoons.

Meetings will be scheduled by the Employer and held during the working part of the duty tour.

c. The minutes of the Safety Committee shall normally be typed and posted within ten (10) calendar days after the meeting.

SECTION 5 - The Employer shall provide for the inspection and/or testing of the structural integrity of the following equipment utilized by the fire department in accordance with governing regulations. This list may be subject to change due to the addition or deletion of equipment:

- a. Aerial Ladder
- b. Fire Hose
- c. Safety Belts
- d. Ground Ladders
- e. Rescue Ropes
- f. Self-contained Breathing Apparatus
- g. Personal Protective Clothing and Equipment

The results of these tests will be made available to the Union upon request.

SECTION 6 - Any injury shall require the first level supervisor to complete and submit proper injury forms. Management will, within a reasonable period of time, notify the Union of all injuries to bargaining unit employees. This information may be sanitized to conform with the Privacy Act. The Employer and the Union agree that a Union Officer may, upon written request, review all reports concerning investigations of disabling work injuries which involve an employee of the Unit.

SECTION 7 - When an employee is assigned to work in a confined or enclosed space, the procedures set forth in the most stringent federal regulation will apply.

SECTION 8 - The Employer and the Union agree that the policies and procedures specified in applicable safety regulations will be utilized in reporting and responding to employee complaints of unsafe or unhealthful conditions.

SECTION 9 - The Employer agrees not to restrain, interfere, coerce, discriminate, or take reprisals for filing a report of an unsafe or unhealthful working condition or other participation in the employees occupational safety or health program activities.

SECTION 10 - A fire fighter assigned to drive a Department vehicle is responsible for notifying his supervisor immediately upon notification of a possible deficiency in the operation of his vehicle. In the event that a fire fighter reports a deficiency that he feels will make the operation of the vehicle or equipment assigned to it unsafe, and management does not remove the vehicle or equipment from service, he may request the responsible shop to inspect and determine if the vehicle or equipment should be removed from service.

SECTION 11 - The Employer agrees to provide a medical surveillance program in accordance



with Federal and Navy regulations. Employees shall cooperate with the Employer in the implementation of all NSWCCD-SSES health programs.

SECTION 12 - Employees exposed to toxic health hazards, or other potentially damaging physical hazards will be given a physical examination in accordance with existing regulations, to aid in the assessment and diagnosis of any potential occupational illness, or injuries. The employee and the Union, (subject to the Privacy Act), will be provided with a copy of all information/reports generated from the incident.

SECTION 13 - The Public Safety Officer's Benefit Act (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. Because the claim must be filed within one year, and medical evidence will be required to support the claim, the Employer agrees to keep accurate records of all Bargaining Unit employees to ensure that all relevant and/or required information is maintained to date. The Employer and the Union will assist claimants in processing claims for PSOB Benefits. A program similar to the California State Fire Fighter Personal Exposure Record Program will be initiated and maintained by the Employer to monitor and track all Fire Fighter exposures.

SECTION 14 - The Employer shall provide appropriate training on safety and industrial health matters relating to the work environment, including protective clothing, devices and equipment.

SECTION 15 - The Employer agrees that in the interest of safety, normal work details and training will not be performed outside of the station when the temperature exceeds 85 degrees Fahrenheit, (including humidity), nor when the temperature is below 40 degrees Fahrenheit, (including wind chill).

SECTION 16 - The Employer will provide two (2) laminated vital information cards to each employee. The information on the card will include; name, age, height, weight, blood type, allergies, preferences of medical facilities, personal physician, and whom to notify in case of an emergency. Employees will be responsible for updating the information as needed.

SECTION 17 - The Employer will provide medical vaccine deemed necessary for emergency workers. These will include, but are not limited to; Hepatitis and Tetanus, and are to be issued on a voluntary basis. If Unit members are exposed to an individual either suspected of, or confirmed to be infected with either Hepatitis or HIV, the Employer will provide immediate and follow up medical screening, and treatment, as well as required counseling for the employee and his family.

SECTION 18 - The Employer agrees to staff and operate all required fire apparatus pursuant to the provisions of DOD 6055.6 or any subsequent changes. The Employer agrees, that any deviation to the minimum staffing requirements established by the Department of Defense (DOD) will only be accomplished after a waiver has been granted by the Secretary of the Navy or his designated representative. The Employer further agrees to notify the Union in writing of their desires to reduce the staffing levels below the minimum requirements. In accordance with Executive Order 12781, if the employer initiates any study or fact-finding evolution with the

possibility of reducing the current staffing level, the Union will be afforded the opportunity to actively participate in the study/fact-finding. Prior to the Employer submitting a Waiver Request to lower the required staffing levels, all bargaining obligations as outlined in Article 6 will be met. The Union will be provided copies of all requests for waivers initiated by the Employer in addition to any approved waivers granted by the Secretary of the Navy.

## **ARTICLE 18**

### **NEGOTIATED GRIEVANCE PROCEDURE**

SECTION 1 - The Employer and the Union recognize and endorse the importance of bringing to light and adjusting grievances promptly. The Employer and the Union agree that it is intended that this negotiated grievance procedure will provide a means of resolving grievances at the lowest level possible.

SECTION 2 - The purpose of this Article is to provide an orderly and sole procedure for the processing of grievances of both parties and Unit employees as specifically set forth in Title VII, Subchapter III of Public Law 95-454. Grievances to be processed under this Article shall pertain to matters involving the interpretation and application of express provisions of this Agreement, or the application of NSWCCD-SSES, DON, DOD, or other applicable Instructions not specifically covered by this Agreement but relating to working and living conditions of the Unit employees, including adverse actions, disciplinary actions, decisions consisting of letters of reprimand or suspensions of fourteen (14) calendar days or less. The coverage and scope of this Negotiated Grievance Procedure does not cover separations of temporary employees and VRA's termination actions during probationary period, EEO cases, RJF actions appealable under Part 351 of Civil Service Regulations and the following matters that are excluded under Title VII, Section 7121 (c) of Public Law 94-454:

- 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 under Section 7532 of this title;
- d. Any examination, certification or appointment, (except those created by this Agreement, or other administrative organization);
- e. The classification of any position not in the Unit which does not result in the reduction in grade or pay of any employee.

This Negotiated Grievance Procedure shall be the exclusive procedure available to the parties and the Unit employees for resolving such grievances.

SECTION 3 - The Union shall be the sole representative for employees using the procedures of

this Article, except when an employee exercises the right to present a grievance on his own behalf. In this case, the Union shall have the right to be present during the grievance proceeding, and will receive copies of the grievance, the Employers reply and, any printed material that does not interfere with the Privacy Act.

SECTION 4 - In the event an employee in the Unit, or the Union initiates a grievance involving the interpretation or application of this Agreement, and such grievance questions the interpretation of published Navy policy, provisions of law or regulations of appropriate authority outside the Navy, and such policy, law or regulation is an integral part of this Agreement, the following procedure will apply:

a. Processing of the grievance beyond Step 1, as set forth below, will be delayed until the questioned policy, law or regulation has been interpreted, and the Union will make such requests for interpretations to the appropriate level of the Department of the Navy, Department of Defense, or other applicable federal agency.

b. Within five (5) calendar days of receipt of the interpretation, the employee or the Union may process the disputed section(s) of the original grievance, or other matters in the grievance procedure, including alleged misapplication of the policy, law, or regulations, to the Step 2 of this procedure.

SECTION 5 - Grievances submitted under this negotiated procedure must be presented to the lowest appropriate supervisory official within fifteen (15) calendar days of the date of a particular act or occurrence, or the date the grievant became aware of the act or occurrence giving rise to the grievance, whichever comes first. Grievances concerning Letters of Reprimand must be presented to the next higher level of supervision over the supervisor who issued the letter within fifteen (15) calendar days of receipt of the letter. Grievances concerning suspensions must be presented within fifteen (15) calendar days of the effective date of the suspension, (first day of suspension) to the next higher level of supervision who effected the suspension. Such grievances will start at the appropriate step of the procedure under Section 6 of this Article. Any grievance which is not presented within these time limits will not be considered, except that these time limits specified in this Section may be extended by mutual agreement of the Union and the Employer.

SECTION 6 - The following procedure shall apply in processing grievances covered by this Article:

Notification - The grievant and/or the Union representative (if requested by the employee) shall first inform the lowest appropriate management official that a grievance is being submitted, in accordance with Section 5 of the Article. This may be done either orally, or in writing.

Step 1 - The grievant and the Union representative (if requested by the employee) shall first discuss the grievance with the lowest appropriate management official. This management official shall be at least one (1) step above the Employer's representative whose action led to the grievance. In this discussion, the persons involved will make an earnest effort to resolve the matter. The management official shall make whatever investigation is necessary and shall give

his decision in writing to the grievant, and his Union representative within seven (7) calendar days after the date of the discussion. If the grievant is dissatisfied with the decision of the management official, he may exercise his right to pursue the grievance through the succeeding steps set forth in this Article.

Step 2 - The grievance must be submitted in writing by the grievant within seven (7) calendar days after receipt of the Step 1 decision to the Fire Chief. The written grievance shall state, as specifically as possible, the action which is being grieved; the Article and Section of the Agreement or regulations alleged to have been violated; the specific corrective action desired; the name of the management official with whom the Step 1 discussion was held; the date of the discussion, and the date the Step I discussion was held. The Fire Chief shall meet and discuss the grievance with the grievant and his Union representative, if any, within ten (10) calendar days after the receipt of the written grievance. The Fire Chief shall render his decision within ten (10) calendar days after the date of the meeting. Unless the employee had chosen to have no Union representation, and the matter will have no impact on the Unit, a copy of the decision will be provided to the employee and the Union. Should the Fire Chief be involved in the action that led to the grievance, or rendered a decision in the Step I process, the grievance will proceed to Step 3.

Step 3 - The grievant's appeal from the Step 2 (or Step I if applicable) decision must be in writing to the Commanding Officer, NSWCCD-SSES and made within ten (10) calendar days after receipt of the decision. The decision of the Commanding Officer, NSWCCD-SSES, will be based on a review of the case record and any other inquiry deemed appropriate by him. A copy of this decision will be provided to the Union. If the decision of the Commanding Officer, NSWCCD-SSES is not satisfactory to the grievant, the Union may elect to refer the grievance to arbitration in accordance with the Article on arbitration.

SECTION 7 - Union initiated grievances covered by this Article will be submitted by the Union President to the Director of Human Resources Office (or designee) for resolution within fifteen (15) calendar days after the date of the incident out of which the grievance arose, or within fifteen (15) calendar days after the date the Union became aware of the incident out of which the grievance arose. Employer initiated grievances will be submitted by the Director of Human Resources Office (or designee) to the Union President for resolution within fifteen (15) calendar days after the date of the incident out of which the grievance arose, or within fifteen (15) calendar days after the date that the Employer became aware of the incident out of which the incident arose. If the matter is not resolved to the Union's or the Employer's satisfaction within twenty (20) calendar days from the date of submission, the Union or the Employer may refer the matter to arbitration in accordance with the Article on Arbitration.

SECTION 8 - The Union and the Employer agree that when several employees have an identical grievance (where no individual variations are involved), the Union will call the aggrieved employees together and will select one case for processing under the grievance procedure. The employees will be advised that in processing one grievance for the group, the decision on the case selected will be binding on all other cases. The names of all employees involved in this procedure will be made part of the record of the case selected for processing, and when a decision is made on the grievance, each employee will receive a copy of the decision. If the

Union appeals the decision, utilizing Section 6 of this Article, the name of another employee may be substituted as the lead grievant, and this will become the Grievance of record.

SECTION 9 - All time limits provided for herein may be extended by mutual agreement of the aggrieved employee or the Union and the cognizant representative of the Employer for valid reasons, provided that a request for extension is presented prior to the end of the prescribed time limits.

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 shall be referred to arbitration as a threshold issue in the related grievance, and must be decided before the merits of the grievance are heard.

## **ARTICLE 19**

### **ARBITRATION**

SECTION 1 - If the Employer and the Union fail to settle any grievance processed in accordance with the Negotiated Grievance Procedure, then such matters shall, upon written request by the Union or the Employer, and by no other party or person, be referred to arbitration. Such written request must be submitted no later than thirty (30) calendar days following the receipt of the written decision at the third step.

SECTION 2 - Within fifteen (15) calendar days from the date of receipt of the arbitration request, the parties shall meet for the purpose of endeavoring to agree on the selection of an arbitrator. If agreement cannot be reached, then the parties shall request the Federal Mediation and Conciliation Service to submit a list of five (5) impartial persons qualified to act as arbitrators. The parties shall meet within seven (7) calendar days after receipt of such list. If they cannot mutually agree upon one (1) of the listed arbitrator 's, then the Employer and the Union will each strike one (1) arbitrator's name from the list of five (5) and shall repeat this procedure. The final remaining name shall be the duly selected arbitrator.

SECTION 3 - At any time after the receipt of the Arbitration request, the parties may meet to make a final attempt at in-house closure of the issue. If, in the opinion of both parties there is the possibility to resolve the issue, then both parties will jointly request a postponement of the Arbitration Proceeding. This will remain in force until one or both parties declare that the issue can not be resolved, and the arbitrator will be notified to schedule the proceedings.

SECTION 4 - The arbitrator shall have no authority to change, modify, alter, delete, or add to the provisions of this Agreement. The above rights are the sole prerogative of the Employer and the Union.

SECTION 5 - The fee and documented expenses of the arbitrator, the cost of a shorthand reporter and the cost of a copy of the transcript, if requested by the arbitrator, shall be borne by the losing party unless agreed to in advance of the proceedings by both the Employer and the Union. The arbitration hearings shall be held at NAVSSES during the regular day shift hours.

The aggrieved employee, his Union representative, and witnesses who are NAVSSES employees in a duty status shall be in a pay status without charge to annual leave while participating in any arbitration hearing. Each party will pay the expenses of their representative.

SECTION 6 - The arbitrator will be requested by the parties to render his decision as quickly as possible; however no later than thirty (30) calendar days after the conclusion of the hearing.

SECTION 7 - The Arbitrator's award in all cases shall be final and binding. Exception to Arbitrable awards may be filed by either party in accordance with Section 7122 of Title VII, Public Law 94-454.

SECTION 8 - Attorney 's fees, if warranted, will be paid in accordance with applicable rules and regulations.

## **ARTICLE 20**

### **PAYROLL WITHHOLDING OF UNION DUES**

SECTION 1 - This Article is intended to cover the employees in the Unit as specified in Article 1, Section 2 of this Agreement.

SECTION 2 - The Employer shall deduct Union dues from the pay of all employees who voluntarily authorize such deductions and who are employed in the Unit for which the Union holds exclusive recognition, in accordance with current governing regulations and the provisions of this article.

SECTION 3 - Union dues (the regular, periodic amounts required to maintain a member in good standing in the Union) shall be deducted by the Employer from the employee's pay each payroll period when the following conditions have been met:

The employee is a member in good standing in the Union. However, no deduction may exceed the amount indicated in Section 6 of this Article. (An employee may make an allotment for the payment of dues by completing the required form at any time.)

The employee's earnings are regular ly sufficient to cover the amount of the allotment.

The employee has voluntarily authorized such deduction on Standard Form 1 187 (Request and Authorization for Voluntary Allotment of Compensation for Payment of Labor Organization Dues) procured and distributed by the Union to its members.

The Union will be responsible for delivering the completed Standard Form 1187 to the Human Resources Office, NAVSSES. The Human Resources Office will certify the eligibility of the employee to have dues withheld. The Human Resources Office will forward the certified Standard Form 1187 to the Payroll Office.

SECTION 4 - The Union shall procure and distribute, during non-work hours, to each employee involved, a Standard Form 1187 and shall complete Section A thereon, including the

certification of the current amount of regular dues to be deducted each biweekly pay period. The amount to be withheld will be determined as follows:

- a. When the amount of dues is stated on the Standard Form 1 187 in terms of an annual amount, (covering a period of twelve (12) months) the figure will be divided by twenty-six (26).
- b. When the amount of dues is stated on the Standard Form 1187 in terms of a monthly amount, the figure will be multiplied by twelve (12) and the result divided by twenty-six (26).
- c. If an erroneous dues amount is withheld, the employee will follow normal payroll inquiry procedures in questioning such deduction. The Payroll Office will recheck the amount authorized by an employee on his Standard Form 1 187 and change the master record if it is in error. No attempt will be made by the Payroll Office to effect retroactive adjustments. The Union will make necessary dues adjustments directly with its members.
- d. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings, nor will the employee deposit the amount that would have been withheld if he had been in a pay status during that period. In cases where the employee's net salary is not sufficient to cover the withholding, no deduction will be made. In this connection, all other and required deductions have priority over deductions for Union dues.
- e. The Union shall be responsible for informing and educating its members on the program for allotments for payments of dues, its voluntary nature and uses and availability of the required form.

SECTION 5 - Dues deduction will begin with the first full pay period after the properly certified Standard Form 1187 has been received in the payroll office.

SECTION 6 - The amount of the Union dues to be deducted each biweekly pay period, on behalf of the Union, shall remain as originally certified on such allotment forms by the President or Treasurer of the Union until a change in the amount of such deduction is certified by the authorized official of the Union and such certification of change is duly transmitted to the Payroll Office.

SECTION 7 - Any such change in the amount of any employee's regular dues with resultant change in the amount of the allotment of such employee, per biweekly pay period, shall become effective with the deduction allotment made on the first complete pay period after receipt of the notice of change by the Payroll Office, or a later date if requested by the Union.

SECTION 8 - Allotments of all members of the Union will be terminated in accordance with the Title VIII, Section 7115 (b) (1) (2) of Public Law 95-454. An employee's voluntary allotment for payment of his Union dues shall be terminated upon his separation from the Unit for any reason, e.g.: the resignation, retirement, transfer or other separation from the Rolls of the Fire Department, reassignment, promotion (except temporary promotion or details), or other personnel actions.

SECTION 9 - An allotment for the deduction of an employee's Union dues may be terminated by the employee through his submission to the Human Resources Office on a Standard Form 1188 (or individual substitute) properly executed in duplicate by the individual employee. Such termination of allotment shall be effective no earlier than one (1) year after dues deduction authorization had been affected and shall be effective at the first anniversary date or thereafter the following 1 March provided the revocation is received by the Payroll Office by such date. A supply of Standard Form 1188 will be made available to the employees, upon request, by the Employer (Human Resources Office). Employees will be responsible to see that their written revocations are received in the Payroll Office on a timely basis (prior to 1 March). The Union will be normally be notified within five (5) calendar days when the Human Resources Office receives a written revocation of union dues from a member of the Bargaining Unit.

SECTION 10 - The Union shall contact the Human Resources Office, in writing, within seven calendar days after any member of the Union who was authorized dues withholding is suspended or expelled from the Union or for any reason ceases to be a member in good standing.

SECTION 11 - The Employer, through the Payroll Office, shall transmit to the Treasurer of the Union, normally within seven (7) calendar days after each pay day, the following:

A list, in duplicate, which shall identify the name and Social Security Number of each employee member of the Union on voluntary allotment and the amount of the allotment deduction made for such employee member. The list shall include the total monetary amount of all such deductions made for the members of the Union together with the total number of such allotment deductions. The list shall also include any allotment deductions, including voluntary revocations by employees, which are terminating with the pay period covered and those employees whose pay was not sufficient to cover the full amount of the Union dues deduction.

An amount equal to the grand total of all such monetary allotment deductions shall be made payable to the Treasurer of Local F-61, IAFF, or electronically distributed to an account designated by Local F-61.



## ARTICLE 21

### **CIVIC RESPONSIBILITIES**

SECTION 1 - Consistent with appropriate regulations and workload requirements, in the event a full time regular, term, or temporary Unit employee is called for jury duty or witness service, the Employer will grant court leave not to exceed twenty-four (24) hours per day while the employee is serving as a juror or witness.

SECTION 2 - Whenever an employee is called for jury duty or witness service, the employee shall show his supervisor the summons or other official document ordering the employee to jury duty or witness service by the court. The Employer will provide the employee with two (2) copies of the Jury Duty Certificate.

#### SECTION 3

a. Upon completion of the Employee's jury duty or witness service, the employee will present to the Employer the completed Jury Duty Certificate together with his jury duty fees plus any other remittances due NAVSSES in accordance with NSWCCD-SSES Instructions if he has been carried on court leave for the entire work shift, (24 hours).

b. If employee reimbursement of jury fees are not made within sixty (60) calendar days after the completion of the jury or witness service, or the receipt of any fees paid, the amount owed will be collected via a payroll deduction. Employees will be liable for only that portion of jury fees received when they are in a duty status. The Employer agrees to provide written notification to the effected Employee prior to collection.

SECTION 4 - The Employer and the Union agree that Unit employees will be encouraged to participate in approved charity drives. The Employer and the Union shall not exercise undue pressure on any Unit employee to contribute to a charity to which the employee does not wish to contribute, nor will any reprisal action be taken against any employee who refrains from contributing to any charity drive.

SECTION 5 - Excused time for voting or registration for voting will be granted in accordance with applicable regulations.

SECTION 6 - Consistent with provisions of governing regulations, employees called to emergency duty in the National or State Guard, or military reserves, or to participate in Civil Air Patrol searches will be excused for such duty.

SECTION 7 - Employee's engaged in community activities will be excused in accordance with applicable rules and regulations. Time in excess of one (1) hour will be charged to the Employee's annual leave/compensatory time. It is understood that an Employee utilizing this section will do so only when there is a threat to life and/or severe property loss and community service. The Employee may be required to provide documentation to justify this excused absence. The Employee understands that his employment at NAVSSES is his primary

responsibility and will notify his Employer as soon as possible.

## **ARTICLE 22**

### **TRAINING**

SECTION 1 - Consistent with the provisions of Article 6, the Employer agrees that the Union may present its views and input concerning training of employees in the Unit.

SECTION 2 - The Employer will enroll Unit employees in station sponsored employee development courses which will serve to enhance their job- related skills and knowledge. Selections or rotation will be decided jointly by the Employer and the Union. The Union will be afforded the opportunity to review the course, note eligible employees and submit comments and recommendations to the Fire Chief.

SECTION 3 - Employees will be encouraged to participate in sanctioned training programs, such as DOD 6055.6M or latest revisions, which will be beneficial to themselves and the Fire Department.

SECTION 4 - In house training will normally be scheduled to insure maximum effectiveness, taking into consideration seasonal changes, and work requirements. Management will endeavor to schedule training so wintertime training will consist of those items that require classroom sessions, i.e., hydraulics, first aid, rope and forcible entry practice, fire extinguisher practice, salvage and preplanning, etc. Summertime training will consist of those items requiring outdoor performance of skills such as hose lays, ladder practices, pump operations training, drivers training, etc.

SECTION 5 - The training program may encompass:

- a. Initial training of recruits;
- b. In-service training;
- c. Specialized courses;
- d. Training for supervisory position s.

SECTION 6 - Consistent with Article 7, Section 2, management has the right to assign training at any time during the tour of duty, however, make work training will be discouraged, and will not be assigned as punishment, reprisal, or harassment. A monthly training schedule will be posted and all deviations will be approved by the Fire Chief or his designee. Changes may be required because of workload, or weather conditions (extreme cold, extreme heat, high winds, and high humidity) availability of facilities, availability of burn locations, etc.

SECTION 7 - The Employer will consider employee requests to attend outside training, and endeavor to allow employees the opportunity to attend said training. Consistent with applicable

regulations, tuition reimbursement will be provided to employees who successfully complete outside training. An employee who attends such training will have the responsibility to take full advantage of the training made available and for applying the learning to their job. The Employer agrees to assist the employee in maintaining any certifications obtained under this Section. Because some skills require continuing education, the Employer further agrees to allow the employee the time to complete those CEU's that are beneficial to the Employer.

## SECTION 8

a. The Employer agrees that the former Captain's Office located on the second floor of Building 56 will be converted into a quiet/study room. This room will be furnished with appropriate tables and chairs. A computer will be provided for training purposes and all educational materials will be maintained in this room.

b. The Employer further agrees to allow Unit employees use of training materials, i.e., fire prevention videos, fire skill books, periodicals, technical orders, trade journals, etc., that are maintained by the Employer. This reference material, with the exception of videos, will be normally left in the study room. If removed from the study room, it is understood that it will be returned by the end of the shift. When material is needed for overnight or home use, prior to removal, Employee will obtain permission from the second line Supervisor. It is also understood, reference material will not be marked in anyway.

## ARTICLE 23

### **EMPLOYEE ASSISTANCE PROGRAM**

SECTION 1 - The Employer and the Union recognize alcoholism as a treatable illness and substance abuse as a treatable health problem with the stated objective being the attempt to return the employee to a position of productivity.

SECTION 2 - The Employer agrees to provide an Employee Assistance Program for employees having personal problems affecting job performance and job related personal conduct.

SECTION 3 - It is the policy of the Employer:

- a. To recognize alcoholism and substance abuse as treatable illnesses and handicapping conditions.
- b. That employees with problems of alcohol and substance abuse will receive the same consideration and offer of assistance that is extended to employees having any other illness.
- c. To grant sick leave, annual leave, or leave without pay, for the purpose of treatment or rehabilitation as with any other illness.
- d. That the confidential nature of medical and counseling records of employees with problems of alcoholism or substance abuse will be properly safeguarded.
- e. That no employee will have his job security or promotional opportunities jeopardized by his request to designated personnel for counseling and referral assistance, except as specifically limited by laws relating to his position.
- f. That whether an employee is referred by management or initiates involvement on his own, participation in the Employee Assistance Program is always on a voluntary basis.

SECTION 4 - The employee is responsible for correcting any poor performance or misconduct as a result of his alcoholism or substance abuse, whether he accepts assistance or not under this Program. If the unacceptable performance or conduct continues because the employee does not adequately respond to treatment, other management assistance, or his own solution to his problem, management may take whatever corrective actions as are necessary, up to and including removal from employment.

SECTION 5 - The Employer shall be prepared to provide a Critical Stress Debriefing Team to Unit members after their participation in a Critical Incident. Participation shall be voluntary on the part of the employee however all participants will be carried in a duty status. The Employer shall also provide such follow up care as is required. If necessary, this counseling will be extended to members of the employee's immediate family.

## **ARTICLE 24**

### **TRAVEL TIME AND COMPENSATION**

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

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

SECTION 3 - Employee's on temporary duty, including travel for training purposes, shall be reimbursed for expenses in accordance with appropriate travel regulations.

SECTION 4 - Whenever an employee is to go on travel, provisions will be made to grant the traveler, upon request, an advance of funds in accordance with appropriate travel regulations. Requests for advance travel funds will be promptly processed to the applicable Finance Office. Except for emergency situations, funds will be disbursed to the employee in a sufficient time to enable him to make preparations for such travel.

SECTION 5 - Travel claims submitted by employees upon completion of their travel will be expedited by the Employer to the applicable Finance Office for processing.

## ARTICLE 25

### **LIVING CONDITIONS AND QUARTERS**

SECTION 1 - The Employer agrees to furnish in quantities, appropriate for use by Unit personnel the following: hand soap, dish washing detergent, paper and cloth towels, floor cleaning soap, deodorizer, window cleaner, mops, buckets, sink cleaner, bowl deodorant, two (2) commercial grade vacuum cleaners, and other miscellaneous supplies as are appropriate to maintain a clean and healthy living atmosphere.

SECTION 2 - The Employer recognizes the necessity of providing and maintaining reasonably comfortable living spaces for Unit employees. When heating, air conditioning, water, cooking, cleaning, refrigeration, or electrical systems become defective, the problem will be addressed immediately. In order to promote the health, comfort, and morale of Unit members, such equipment will be promptly replaced if it can not be repaired. The Employer agrees to provide and maintain a sufficient quantity of stove(s), microwave oven(s), refrigerator (s), washer(s), dryer(s), dishwasher(s), VCR(s) and television reception equipment.

SECTION 3 - The Employer agrees to provide laundry facilities for bedding linen. Mattresses will be replaced as often as necessary. The Employer will also replace such bedding as necessary.

SECTION 4 - The Employer recognizes and agrees that the living quarters in the fire station: i.e., space allocated as cooking, dining, sleeping, resting, bathing, and toilet facilities, are personal to the fire fighters and are considered as home for long periods of time. The Employer further agrees that the second floor will be posted and off limits to all personnel other than uniformed Fire Personnel. In cases where necessary work is to be performed, an escort will be required, unless there is an emergency, no work will be performed before 0800 hours. All guest, of uniformed Fire Personnel, who are visiting for a specific reason will normally require an escort. No non-uniformed Fire Personnel \\ill be permitted on the second floor without an escort. The Employee understands that he has the responsibility for the security of his personal belongings. The Employer further agrees not to use these areas, as public facilities except in emergencies declared by the Commanding Officer NSWCCD -SSES or his designated representative and then only if space and facilities are available.

SECTION 5 - In accordance with Article 4, Section 1, and Article 6, Section 1, the Employer agrees to address any proposed changes or improvements to living or working spaces with the Union as soon as it becomes apparent that such changes may be necessary or desirable.

SECTION 6 - The Employer shall have water filters on all devices that are used for drinking, bathing, or washing dishes. These filters shall be changed as needed, but at least once every six (6) months. The Employer shall provide a minimum of four (4), five (5) gallon supply of bottled water for emergency purposes when potable water is not available.

SECTION 7 - The Employer shall have the interior of all HVAC duct work in the station fully cleaned on a yearly basis. This service shall normally be performed in the month of April.

SECTION 8 - The Employer will provide a sufficient quantity of food preparation equipment; i.e. cooking, serving and eating utensils, etc., consistent with the allotted strength of the Fire Department.

## **ARTICLE 26**

### **PAYROLL**

SECTION 1 - The Employer and the union recognize and endorse the concept of correct and timely payroll for all hours worked by Unit employees.

SECTION 2 - The Employer agrees to make every reasonable effort to ensure that employees receive the correct compensation for all hours worked in the paycheck issued immediately following the pay period in which the work occurred.

SECTION 3 - In accordance with applicable instructions, the Employer agrees to provide prompt written notification to the employee of any known over or under salary payments.

SECTION 4 - The Employer agrees to take prompt action to adjust all employee pay shortages. In the event of an employee pay shortage of ten (10) percent or more, the Employer agrees to initiate a special pay request within two (2) administrative workdays of an employee request for same. In such cases, the employee will receive a special pay for the amount of the shortage as soon as possible.

SECTION 5 - In accordance with 5 USC Section 5514 and Public Law 104- 134, Section 31001, when the Employer is required to adjust an overpayment of more than fifteen (15) percent of net disposable pay, the Employee shall be notified as to the total amount and the number and amount of deductions necessary to satisfy the overpayment. This notice will be given as far in advance as possible. The Employee will be given the option of paying the total amount, or scheduling with the Employer an agreeable amount to be deducted until the overpayment is satisfied.



## ARTICLE 27

### **GENERAL PROVISIONS**

SECTION 1 - Unit employees may place and display on their headgear the appropriate emblem of the IAFF. This emblem will be of a reasonable size, and be consistent with any other Fire Department emblem.

SECTION 2 - Adequate parking spaces will be provided for fire suppression unit members in the rear of the Fire Station for parking of POV's. One additional space will be provided for the Local President.

SECTION 3 - All current and established policies and practices, not specifically addressed in this Agreement will remain in effect.

SECTION 4 - The Employer and the Union agree that physical conditioning is important for the members of the Fire Services Division. The provisions set forth in DOD Instruction 6055.6, (latest revision) and N AVFAC P-1021, (latest revision) regarding physical conditioning shall apply. It is agreed that any personal equipment brought to the work place will be approved by the Employer before it is used. The Employer takes no responsibility of any loss, theft or damage to that personal equipment.

SECTION 5 - In accordance with 5 USC Section 5901 to 5903, the Employer will provide fifty percent of the maximum allowable current uniform allotment in payments twice per calendar year in the months of April and October. Employees will be entitled to a pro-rated uniform allotment up to the last full month of their employment.

SECTION 6 - The Employer will furnish sufficient copies of the current agreement and any amendments thereto, to the Union for distribution to each employee of the Unit, present and future, without cost to the Union or to the employee.

SECTION 7 - Upon leaving the Federal Service, the Employer will fully compensate the Employee for all credited hours of annual leave as appropriate at their regular rate of pay as a fire fighter. The Employer will also credit unused sick leave in accordance with applicable laws.

## **ARTICLE 28**

### **INJURY COMPENSATION**

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

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

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

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

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

SECTION 6 - When an employee's disability extends beyond the period covered by continuation of pay, the employee may apply for compensation. The OWCP Department of Labor will determine the amount of compensation and the duration, based upon regulations in effect at that time. Currently, applicable regulations provide the compensation will equal 66-2/3% of the employee's loss or it will equal 75% of the loss if there is a dependent. The compensation will be paid as long as there is a loss of wage earning capacity.

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

SECTION 8 - If the employee is required to make visits to a hospital or health care center due to an occupational injury or illness, the Employer will furnish transportation if requested by the employee, and deemed necessary by the Medical Officer. If transportation is not furnished by the Employer, the employee may submit a request for reimbursement of necessary travel expenses in accordance with applicable regulations. For such visits to a hospital or health center, the employee will be carried under the provisions of continuation of pay (COP) for the entire day for such visits.

## ARTICLE 29

### **DRUG TESTING**

SECTION 1 - Prior to the implementation of the Drug Free Work Place program, the Union will be informed of the name and address of the individual selected as the Medical Review Officer, and the Drug Free Work Place Program Coordinator.

SECTION 2 - At least ninety (90) days prior to the implementation of the DFWP program, the Employer will provide an educational briefing to all employees who will be subjected to random drug testing under the program. This briefing will cover all aspects of the program including, but not limited to, detailing the methods used for selection of an employee to be tested, type of test administered, provisions of the Safe Harbor Program, and the potential disciplinary actions involved.

SECTION 3 - The Union will be provided with the following information upon receipt of same by the Agency prior to the implementation of Random Drug Testing of Unit members:

- a. A copy of all blind test results that have been submitted by the Activity to the testing laboratory; and
- b. A copy of any statistical accuracy report that has been received relating to the selected laboratory.

SECTION 4 - The union will be notified, as soon as possible, if, at any time, the license of the testing laboratory is suspended or revoked by the Department of Health and Human Services and the reason for same.

SECTION 5 - Random testing and notification of Unit members on their regularly scheduled shift will be done during regular work hours, 0800-1600 hours. Unit employees on Irregular/Unscheduled overtime, or utilizing trading of time will be excluded from the random drug testing pool. The Employer shall determine the method of random selection from the pool of employees subject to random drug testing. The Employer will provide the Union a copy and demonstration of the selection program used. The Union will be notified in writing, in advance when the selection method/process is being changed.

SECTION 6 - Prior to any testing, the employee will be permitted to have entered into the official record at the collection site, any of the following information which relates to his recent use of the following:

- a. Prescription medication
- b. Non-prescription medication
- c. Prescription vitamins
- d. Non-prescription vitamins

e. Any item ingested that he believes may effect the outcome of the impending test.

In the case of prescription items, the MRO and or/DPC may require proof of same, i.e., pharmacy label from container/bottle or physician's certification.

SECTION 7 - An employee notified that he is to be subject to a random or reasonable suspicion drug test may request that a second sample be obtained at the same time. This second sample will be held in the custody of the contractor/collector until the first sample is tested and the results are returned.

SECTION 8 - If an employee is notified that he is to be tested due to a "Reasonable Suspicion" that he is using a controlled substance, he may request to be accompanied by a union representative to the collection site. Should a fitness for duty exam occur subsequent to the test, union representation will be provided at the employee's request in accordance with 5 USC Chapter 7 1.

SECTION 9 - The parties agree that all testing referred to in this Article shall mean urinalysis. The employer further agrees that under no circumstances will an employee be subject to drug testing as a punitive measure. All urine collection shall be conducted in a manner which provides a reasonably high degree of security for the sample and freedom from alteration.

SECTION 10 - If a positive test result is returned, the employee may request union representation at any subsequent meeting or discussion in accordance with the current negotiated agreement.

SECTION 11 - Should it be determined to reassign an employee prior to completion of an inpatient treatment program (if offered to and accepted by the employee), the reassignment may be to non-sensitive duties if such duties are available. During an employee's participation and satisfactory progress in an outpatient rehabilitation program, every reasonable effort will be made for the employee to remain a part of the Fire Department. Once an employee successfully completes rehabilitation, he may be returned to his regular duty assignment. In accordance with CPI 792-3A, the Activity Head/Commander may return the employee to duty in a sensitive position as part of a rehabilitation and counseling program if it would not endanger public health, safety and national security.

## SECTION 12

a. With the exception of the actual collection of the urine specimen during random testing, the union will be offered an opportunity to inspect and observe any aspect of the drug testing program at the collection site if and as provided for by DHHS guidelines and as permitted by the contractor's implementation of those guidelines.

b. Two individuals designated by the Union President, may tour and observe the Drug Testing Facility servicing the Activity. The Employer will bear the costs of such tour, normally not to exceed one (1) day.

c. Should the contract be awarded to another DHHS approved laboratory, the Union may, as permitted by the contractor, tour and observe the new testing facilities.

d. The Union may inspect the Agency's copy of individual test results if the release of this information is authorized in writing by the employee involved to the Drug Program Coordinator.

e. Should a bargaining unit employee observe the contractor operating in a manner not in conformance with CPI 792-3A Appendix C, he may bring the matter to the immediate attention of the Drug Program Coordinator via the Union. Should the DPC determine that a possible non-conformity was observed, the union may request to accompany the DPC to the collection site which should normally occur the same day as the non-conformance occurred. A written statement will be submitted to the DPC normally within two calendar days of the observation by the individual alleging non-conformance. The initial contact <with the DPC and the follow-up correspondence must identify the name and social security number of the bargaining unit member who observed the alleged non-conformance, the time and date of the alleged non-conformance and a detailed description of how the contractor was not in conformance with CPI 792-3A Appendix C. The Correspondence will be drafted by the bargaining unit member making the observation of non-conformance and forwarded to the DPC under union cover letter.

SECTION 13 - It is understood that the institution of this drug testing program is a direct result of the Department of the Navy Drug Free Workplace Program.

## **ARTICLE 30**

### **DURATION AND CHANGES**

SECTION 1 - This agreement shall remain in full force and effect for a period of three years from the date of approval by the Department of Defense. It is further provided that this agreement shall automatically terminate at any time it is determined that the Union is no longer entitled to exclusive recognition under Title VII of Public Law 94-454.

SECTION 2 - At least sixty (60), but no earlier than one hundred and five (105) calendar days prior to the expiration date of this agreement, and provided the agreement has not been terminated at earlier date, the Employer or the Union will notify the other, in writing, their desire to meet for the purpose of commencing the negotiations of a new agreement. If such notice is not given, this agreement will be forwarded to the Department of Defense for extension.

SECTION 3 - The termination of this agreement as provided herein shall not in and of itself serve to terminate the exclusive recognition of the Union as long as the Union shall be eligible for such recognition under applicable regulations.

SECTION 4 - Modifications or amendments of this agreement may be required because of changes in applicable laws after the date of this agreement. When such laws substantially affect any of the terms and/or conditions of this agreement, the parties will meet for the purpose of negotiating language modifying the agreement. Requests for such amendments must include a summary of the amendments proposed and must make reference to appropriate Law, upon which each such amendment request is based. The parties shall meet in a reasonable time (not to exceed 30 calendar days) after receipt of such request to open negotiations on such matters. No changes shall be considered except those bearing directly on and falling within the scope of such Laws. Such amendments agreed to will be duly executed by the parties and will become effective on the date or dates agreed to as being appropriate under the circumstances.

SECTION 5 - This agreement, except for its duration period as specified in Section 1, may be opened for amendments by mutual consent of the parties at anytime after it has been effect for at least six (6) months. Any request for amendment by either party must be written and must include a summary of the amendment(s) proposed. The parties shall meet within fourteen (14) calendar days after receipt of such request to discuss the matter(s) involved. If the parties 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.

**O/S DAY AND TRADING OF TIME REQUEST**

The following Fire Department Personnel have mutually agreed to exchange shifts/time on the following dates:

Name: \_\_\_\_\_ Platoon A B

Shift I will work:

Day: \_\_\_\_\_

Date: \_\_\_\_\_

Time(s): \_\_\_\_\_

Name: \_\_\_\_\_ Platoon A B

Shift I will work:

Day: \_\_\_\_\_

Date: \_\_\_\_\_

Time(s): \_\_\_\_\_

Employee: \_\_\_\_\_ Employee: \_\_\_\_\_

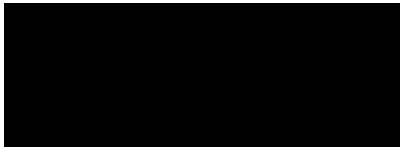
Received By: \_\_\_\_\_ Date/Time: \_\_\_\_\_

Approved/Disapproved By: \_\_\_\_\_

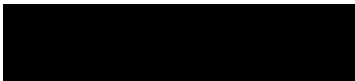
Reason if Disapproved \_\_\_\_\_

IN WITNESS WHEREOF, the parties have entered into this Agreement on this 29th day of April 1999.

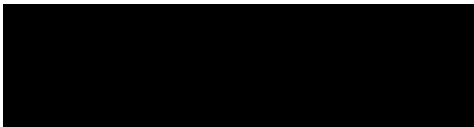
**FOR THE UNION:**



Team Member  
IAFF, Secretary, Local F-61



Team Member  
IAFF, Treasurer, Local F-61

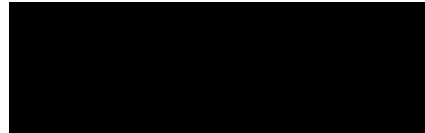


Team Member  
IAFF, Shop Steward, Local F-61

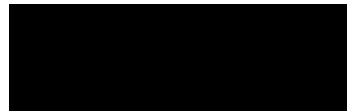
**FOR THE EMPLOYER:**



Chief Negotiator  
Labor Relations Specialist

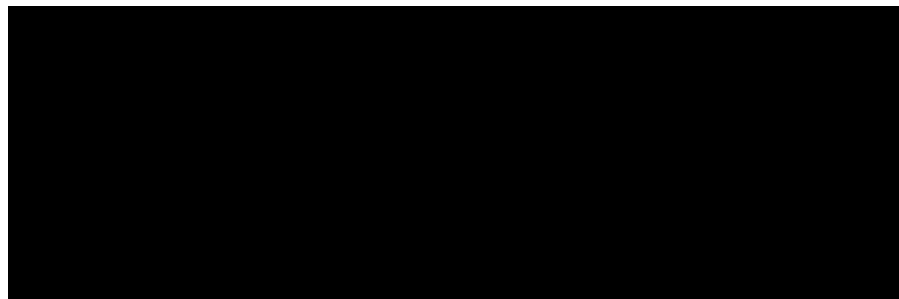


Team Member  
Fire Chief



Team Member  
Assistant Fire Chief

**APPROVED**



APPROVED BY THE DEPARTMENT OF DEFENSE ON MAY 19, 1999, TO BE EFFECTIVE MAY 19, 1999.