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PREAMBLE

Pursuant to the policy set forth in Title VII of Public Law 95-454, hereinafter referred to as the Statute, the following articles constitute an AGREEMENT by and between the Portsmouth Naval Shipyard, Portsmouth, New Hampshire, hereinafter referred to as the Employer, and Local F-123, International Association of Fire Fighters, hereinafter referred to as the Union.

ARTICLE 1

EXCLUSIVE RECOGNITION AND UNIT DESIGNATION

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

Section 2. The unit to which the AGREEMENT is applicable is composed of all Fire Fighters, Fire Prevention Inspectors, and Fire Captains employed at the Portsmouth Naval Shipyard, excluding management officials, professional employees, employees engaged in Federal personnel work in other than a purely clerical capacity, Supervisory Fire Fighters, Fire Chief, supervisors as defined in the Statute and all other employees.

ARTICLE 2

PROVISIONS OF LAWS AND REGULATIONS

Section 1. It is agreed and understood that in the administration of all matters covered by this AGREEMENT, the Employer, the Union, and unit employees are governed by existing laws (including the Statute), future laws and existing or future policies and regulations of appropriate authorities, such as Presidential Executive Orders, Comptroller General Decisions, Office of Management and Budget Issuance's, Office of Personnel Management policies and regulations, and Department of Defense policies and regulations, Department of the Navy policies and regulations, and Shipyard policies and regulations.

ARTICLE 3

MATTERS APPROPRIATE FOR CONSULTATION OR NEGOTIATION

Section 1. It is agreed and understood that matters appropriate for negotiations and consultation between the parties are personnel policies and practices and matters affecting general working conditions of employees in the unit. The Employer will not unilaterally change any provision of this Agreement or implement any new regulations or practices which are within the discretion of the Employer without affording the union the opportunity to bargain concerning the change and/or impact and implementation of the change to the extent consistent with law and regulation.

Section 2. The obligation to negotiate with respect to personnel policies and practices and matters affecting working conditions does not include matters covered in Article 4, Rights of the Employer. Nothing in this Agreement shall preclude the Employer and the Union from negotiating:

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

b. Procedures which the Employer will observe in exercising any authority under Article 4; or

c. Appropriate arrangements for Employees adversely affected by the exercise of any authority under Article 4 by the Employer.

Section 3. For the purpose of this Agreement, consultation on changes in existing personnel policies, practices, and matters affecting work conditions of the Employees in the Unit which are within the discretion of the Employer is defined as any dialogue, either written or oral, between the parties and unlike negotiations does not require a mutually acceptable compromise between the parties. The Employer agrees to consult, upon request of the Union, on matters that are excluded from negotiation by 5 USC 7106 (Article 4). When consultation occurs, the Employer agrees to consider the views that were presented by the Union when finalizing its position.

Section 4. For the purpose of this Agreement, negotiation is defined as bilateral exploration and exchange of views in a good faith effort to reach agreement and reducing to writing any mutual agreement reached if requested by either party.

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

Section 6. Normally, the Union point of contact for the purpose of consulting and/or negotiating on any issue regarding the administration or application of this Agreement shall be the duly elected President or his designated representative. If neither of these officials is available, the Union will insure that a duly authorized representative will be present and have full authority to perform such functions.

ARTICLE 4

RIGHTS OF THE EMPLOYER

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

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

b. In accordance with applicable laws--

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

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

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

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

(b) Any other appropriate source; and

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

ARTICLE 5

RIGHTS OF THE EMPLOYEE

Section 1. Each Employee shall have the right to form, join, or assist any labor organization, or to refrain from such activity, freely without fear of penalty or reprisal, and each Employee shall be protected in the exercise of such rights. Such rights include the right to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to the heads of agencies and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities, and to engage in collective bargaining with respect to conditions of employment through representatives chosen by Employees.

Section 2. The Union agrees to accept all eligible Employees as members without discrimination as to race, color, religion, sex, age, handicap, or national origin.

Section 3. The Employer and the Union agree to cooperate in providing equal employment opportunities for all persons; to prohibit discrimination because of age, race, color, religion, sex, national origin, or handicapped; and to promote the full realization of equal employment opportunity. The Employer and the Union will conduct a continuing campaign to eradicate prejudice on the basis described in this section in implementing personnel policies, practices and matters affecting working conditions.

Section 4. Any Employee has the right, regardless of Union membership to individually bring matters of personal concern to the attention of appropriate officials in accordance with applicable laws, regulations, established policies and this Agreement.

ARTICLE 6

UNION RIGHTS AND REPRESENTATION/MEETINGS WITH MANAGEMENT

Section 1. The Union is entitled to act for, and negotiate collective bargaining agreements covering all Employees in the Unit. The Union is responsible for representing the interests of all Employees in the Unit without discrimination and without regard to labor organization membership. The Union, however, does not have the duty and/or responsibility to represent Bargaining Unit Employees in any statutory appeal procedures. Furthermore, nothing in this Agreement shall be so interpreted as to require the Union to represent a Bargaining Unit Employee in processing a grievance, or to continue to represent him, if the Union considers the grievance to be invalid or without merit.

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

Section 3. The Employer agrees to recognize the elected officers of the Union and any persons appointed to a position of responsibility as duly designated officials of the Union. There will be no restraint, interference, coercion or discrimination against an officer because of the performance of duties properly assigned under this Agreement. The Union agrees to submit to the Employer a list of officers/appointments and to update the names as changes occur.

Section 4. It is agreed that Union officials, as described in Section 3 above, are authorized a reasonable amount of official time away from the job to promptly and expeditiously perform the activities set forth in this section. It is agreed that at no time will more than one officer leave a work area simultaneously unless this is authorized by the Fire Captain or Duty Chief.

a. To perform representational functions where time is authorized pursuant to and consistent with applicable laws, regulations and executive orders, e.g., (but not limited to) discrimination complaints and appeals from adverse action.

b. To discuss complaints or potential grievances with the employee(s) concerned.

c. When acting as the officially designated representative of a grievant, the time required to investigate grievances being processed under the negotiated grievance procedure.

d. To discuss complaints or potential grievances with Employer personnel concerned.

e. To present a grievance to management, including presentation of a grievance to a third party.

f. To attend meetings with management.

g. To attend, as the Union representative, formal discussions between management and employees.

Section 5. Official time is not authorized for internal union business activities, such as, solicitation of membership, collection of dues, campaigning for offices, distribution of literature, preparation for unfair labor practice charges or complaints, preparation of case on grievances, appeals or unfair labor practice charges, preparation for negotiation meetings, or other matters pertaining to the internal business of the Union.

Section 6. The Union agrees that prior to performing appropriate business described in Section 4 above, Union officials shall first request permission from a Fire Captain, or Duty Chief. Permission will normally be granted unless such absence would cause an undue interruption of work. The request for permission shall include a description of the nature of the business to be transacted, including the name of the grievant/complainant and the approximate duration of the absence. If the officer and/or grievant/complainant cannot be spared at the requested time, the Fire Captain or Duty Chief on duty shall inform the Union official of the time that permission may be granted to leave the job. In any case, the Fire Captain or Duty Chief shall not unreasonably deny such permission. The employee and the Union Official will report their return to work to the Fire Captain or Duty Chief. Contacts between employees and Union officials will normally take place within the fire station.

Section 7. Administrative Leave. The Employer agrees that upon advance written request, employees who are Union officials may be excused without charge to leave in conjunction with attendance at training sessions on labor relations matters, provided the employee's services can be spared and such training is determined by the Employer to be of mutual benefit to the

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

Section 8. The Employer agrees that national officers and other duly designated representatives of the Union who are not active employees of the Shipyard shall be admitted to the Shipyard upon approval of a request to the Human Resources Office by the Union in accordance with Shipyard security regulations. The Employer reserves the right to require that such visitors be escorted by a representative of the Employer during his/her visit to the activity.

Section 9. It is agreed that the parties may schedule meetings once every other month to discuss and exchange views on appropriate matters concerning personnel policies, practices, and matters affecting working conditions. Nothing in this Article shall preclude scheduling of meetings as often as is mutually agreed to resolve problems that may arise.

Section 10. Use of Official Facilities. The Employer agrees to make facilities available for meetings of Local F-123 during non-working hours of unit employees and the use of space is not precluded by official need or the terms of applicable directives. Such use will have no disrupting or distracting effect on the mission of the Employer. The Union and the Employer agree to schedule after-hour use of the facilities in advance in order to avoid conflicts.

Section 11. The Employer agrees to provide space on the third floor (commonly referred to as the attic) in Building 29 for the use of a Union Office/Meeting Hall for the Union to conduct its official representational duties. The Employer agrees to provide flooring, carpeting, sheetrock, for the initial renovation of the office space.

Section 12. The Employer agrees that if a questionnaire is developed locally for distribution to Unit Employees relating to personnel policies, practices or matters affecting working conditions, the Union will be given the opportunity to review the questionnaire and submit its comments prior to distribution. The results of the survey will be forwarded to the Union.

Section 13. The Employer agrees to consider Union representation on any standing Portsmouth Naval Shipyard committees involving the mutual interests of Bargaining Unit Employees and the Shipyard. Such consideration shall be given upon written request of the Union for specific committee memberships after notification is given by the Employer of these committees.

ARTICLE 7

HOURS OF WORK/OVERTIME

Section 1. The tour of duty will be promulgated by the Employer in accordance with applicable regulations. The present work schedule (tour of duty) for Fire Fighters and Fire Captains is six twenty-four hour tours of duty in a pay period, with one scheduled day off after every seven tours of duty (known as a 3-day swing).

Section 2. The normal work schedule for Fire Fighters and Fire Captains shall be from 0755 to 0755, twenty-four consecutive hours of duty, and shall consist of eight hours of work, eight hours of standby time, and eight hours of sleeping and eating time. Normally Fire Fighters and Fire Captains will secure from work to standby status at 1600 hours. It is recognized by the Union that there are actual work duties which must be performed during standby time, such as, base patrol, hot work permits, night watch, unscheduled drills. The Employer agrees to guard against scheduling "actual and/or make work" during the Employee's standby/sleep time. If actual work must be scheduled during standby/sleep time, such as for scheduled drills, the Employer will normally consider such activities in determining work assignments.

Section 3. The normal work schedule for Fire Inspectors is five, 8-1/2 hour days per week, scheduled Monday through Friday, which includes a 1/2 hour non-paid lunch period. The normal scheduled hours of work are 0720 to 1550. The Employer agrees to allow Fire Inspectors to work a Flexible Work Schedule (Flexitime) under the following conditions:

a. A Fire Inspector may not commence work more than one (1) hour before the normal work shift, nor end the work shift more than one (1) hour after the end of the normal work shift. The core hours are defined as 0820 to 1450, all Fire Inspectors are expected to be available during the core hours unless specifically excused by the Fire Chief or his designated representative. The Union agrees that no more than 1/2 of the Fire Inspection crew will work the early flexitour, and no more than 1/2 of the Fire Inspection crew will work the late flexitour.

b. A Fire Inspector utilizing Flexitime will work only his normal eight (8) hour work day with a thirty (30) minute lunch time unless an extension is authorized by the Fire Chief or his designated representative.

c. A Fire Inspector will select a biweekly flexitour. The start time of each day of the flexitour will be the same. A Fire Inspector may request to change his pre-selected time at the start of a pay period. This must be accomplished by notifying the Fire Chief or his designated representative no later than 3 working days prior to the start of the pay period. The Fire Chief or his designated representative will notify the Fire Inspector no later than 2 working days prior to the start of the pay period on the approval or denial of the request.

d. Prior to a given day, the flexitime schedule may be changed by the Fire Inspector, with the Fire Chief or his designated representative's approval. The change in times will be within the bounds of the hours established for flexitours. For sudden, unexpected situations demanding immediate attention, the flexitour for that day may be changed, with the Fire Chief's or his designated representative's approval, within the hours of work specified for flexitours.

e. Overtime work may be assigned under flexitours. Overtime work is defined as work in excess of 8 hours of work on any given workday. Fire Inspectors on flexitime will not be in a work status before 0620 or after 1650 unless authorized to do so when working overtime.

f. Fire Inspectors on temporary duty will follow hours of work in effect at the TDY activity or as approved by the Fire Chief or his designated representative prior to TDY, as appropriate in the performance of their assigned duties.

g. When administrative excusal is authorized by the Shipyard Commander, or other appropriate authority, Fire Inspectors who are eligible for administrative excusal who are on duty at the time such leave is granted, and whose services are not specifically required, will be granted administrative leave.

h. It is recognized that special circumstances exist whereby the Fire Chief or his designated representative must restrict an employee(s) choice of arrival and departure times or exclude a Fire Inspector from flexitime when it is determined that participation will cause a disruption in carrying out work functions or additional costs will be incurred due to participation.

i. The Fire Chief or his designated representative may modify a Fire Inspector's arrival and departure times for special circumstances of short duration (such as training, requalifications, physical exams, or support for a particular work project, etc.).

Section 4. Any bargaining unit employee who is called back to work at a time outside of and unconnected with his/her scheduled hours of work shall receive at least two hours call-back overtime pay, including any night differential and/or additional pay to which he/she is entitled in accordance with applicable pay regulations and statutes. Employees on call-back overtime shall be paid in increments of tenths of hours for all overtime worked beyond the two hours as provided above.

Section 5. The Employer and the Union recognize the importance of adequate fire protection of the Shipyard and that, from time to time, unit employees will be required to work overtime. The Employer shall first determine the numbers, and skills required (captain for captain; fire fighter/driver operator for fire fighter/driver operator; inspector for inspector) to meet the overtime assignments and the employees who meet these requirements. Assignments to overtime will be distributed as equitably as practicable.

a. Emergency call back. The Employer will take whatever steps are necessary to meet emergency requirements. Generally, this will include the assignment of personnel going off duty, off duty personnel in the station, then the recall of employees who live close to the Shipyard, etc. Specific problems raised by the Union will be presented to the Fire Chief for resolution.

b. Non emergency overtime. If the overtime assignment commences at the beginning of the work shift and is for 4 hours or less, the Employer will request personnel from the off going shift to work the overtime. To guarantee full staffing before the beginning of the shift, only on-duty personnel from the off going shift shall be requested to work. If there are not enough personnel the Employer will contact the employees on J-day. Overtime will be assigned using the overtime rotation list.

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

Section 7. It is agreed that during periods of severe weather conditions, Employees of the Fire Department must make every effort to report to work. If an employee is delayed in reporting to work as scheduled because of road/weather conditions, he may be administratively excused, in accordance with NAVSHIPYD PTSMHINST 12630.15. It is agreed that Employees will make every effort (leave home as early as possible) to report to duty on time.

ARTICLE 8

EXCHANGING TOURS OF DUTY

Section 1. Employees assigned to the same platoon may exchange up to a regularly scheduled 24-hour tour of duty for up to a regularly scheduled day off (J-Day) upon submission of Appendix (A) to the appropriate Fire Captain and approval by the Assistant Fire Chief in charge of the platoon. When Fire Captains are involved, submission of Appendix (A) will be to the Assistant Fire Chief in charge of the platoon. Exchanges will be allowed, workload permitting, provided that the following conditions are met:

a. Personnel exchanging tours of duty must be of equal rank (i.e., captain for captain; fire fighter/driver operator for fire fighter/driver operator).

b. The trading is done voluntarily by unit employees participating in the program on their own time.

c. The reason(s) for trading is because of personal matters and not because of the Employer's business operations.

d. A record of all trading is maintained by the Employer.

e. An employee who exchanges duty time must be fit for duty when reporting for work.

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

g. The exchange will not result in increased entitlement to overtime compensation for either employee involved.

h. The exchange shall only be permitted within the same pay period.

i. Exchanges shall not be permitted if the employee has use or lose annual leave and it has not been scheduled in accordance with applicable regulations.

j. Employees reporting for duty on an exchange shall report to a Fire Captain on duty.

Section 2. Employees assigned to opposite platoons may exchange up to 24-hour periods of their regularly scheduled tours of duty upon submission of Appendix (A) by the requesting

employee to the appropriate Fire Captain and approval by the Duty Chief. If a Fire Captain is involved, submission and approval will be by the Duty Chief. Exchanges will be permitted provided that the same conditions as in Section 1.a. through j. above are met.

Section 3. It is understood that Employees using the provisions of Sections 1 and 2 shall submit Appendix (A) to their Fire Captain/Assistant Fire Chief as far in advance as possible, but not later than 24 hours prior to the requested date of exchange. Requests will be granted on an fair and impartial basis. If a request is denied, the disapproval with appropriate justification will be provided by the Employer.

Section 4. The Union and all Unit Employees hereby make a clear and unmistakable waiver of the right to file any grievances, request arbitration, or file any Unfair Labor Practice charge regarding complaints that may arise from the provisions of this Article. An employee who fails to comply with the Shift Exchange Agreement will be barred from trading for 12 months. The Union will be notified of the circumstances which caused this suspension.

ARTICLE 9

ANNUAL LEAVE

Section 1. It is understood that the knowledges, skills and abilities of the Employee and the needs of the fire service shall be considered by the appropriate supervisor when making a determination that an Employee's services can be spared in connection with a request for Annual Leave. Unit Employees shall accrue Annual Leave in accordance with 5 USC 6303, 5 CFR 610.230, and Civilian Personnel Instructions (CPI) 630. 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 case basis. Annual leave will be granted in one-half hour increments.

Section 2. Vacation Annual Leave. Vacation annual leave will be scheduled for one week periods during the following parts of the calendar year: Part I - June, July, August, and September; Part II - October, November, December, and January; Part III - February, March, April, and May.

a. Any Unit Employee desiring Annual Leave during any of these three parts shall submit not more than two choices during the 21 calendar days prior to 1 February for Part I, 1 June for Part II, and 1 October for Part III. Such requests must be submitted in writing on Standard Form 71, Application for Leave, to the appropriate supervisor as set forth in Section 3 of this Article.

b. The Employer shall then schedule periods of Annual Leave for vacation purposes, which shall be not more than one week in duration, for those Unit Employees who will have sufficient leave accrued. Reasonable efforts will be made to permit all Employees one week vacation in each Part. A week shall be Sunday through Saturday. The Employer will post the Vacation Annual Leave Schedule for Part I by 15 February, by 15 June for Part II and 15 October for Part III. When a greater number of Employees make requests than can be released for leave during any period, leave shall be scheduled on the basis of greatest length of service as indicated by the Service Computation Date. The Employer may approve a change in selection, provided another Employee's choice is not affected. If an Employee requests to cancel any part of his week Vacation Annual Leave in any part described above, the request should be made as soon as possible in order to give other Employees the opportunity to request leave for that period. In the case of a holiday week, the availability of the holiday would then be open to those who submitted a leave request during the 21 calendar day

period and in accordance with the Holiday Rotation List. If no Employee has submitted a request during that period for a holiday, it shall then be open for incidental leave. Leave for periods greater than one week may be requested/scheduled, however, the period extending beyond one week must be scheduled in accordance with Section 4 of this Article after the Vacation Annual Leave been posted for either Part I, II or III, as appropriate.

Section 3. Leave requests for Fire Fighters shall be submitted through the appropriate Fire Captain. Fire Captains shall submit leave requests to the appropriate Assistant Chief. Fire Inspectors shall submit leave requests to the Fire Chief.

Section 4. Incidental Annual Leave. Normally, requests for annual leave for other than the one week vacation leave periods covered by Section 2 of this Article shall be submitted as soon as practicable prior to the beginning of the employee's scheduled work shift. Such leave will be scheduled on a first come first served basis, however, if multiple requests are received simultaneously, the employee having the greatest length of service as indicated by the service computation date shall receive preference. It is agreed that incidental annual leave shall not be scheduled until all vacation leave, as provided in Section 2 above, has been scheduled and posted. Standard Form 71, Application for Leave, will be utilized to document such leave.

Section 5. Holiday Annual Leave. Consistent with workload requirements, the Employer agrees that Annual Leave on the 4th of July, Thanksgiving, Christmas Eve, Christmas Day, New Years Eve and New Years Day shall be as generous as practicable. The Employer agrees to maintain a separate rotation list for each of the six holidays listed in this Section. Each list will be organized by shift with Fire Fighters and Fire Captains listed separately. Rotation lists shall be in accordance and compliance with the existing Holiday Rotation Lists. (NOTE: The 4th of July Rotation Lists shall be compiled using the Unit Employee's Service Computation Date.) Annual Leave for a listed holiday, or for a period (Sunday through Saturday) which includes one of the listed holidays, shall be requested during the 21 calendar day period prior to 1 February for the 4th of July and 1 June for the remaining holidays and will be posted in accordance with the Holiday Rotation Lists. Leave requested after 1 February or 1 June will be assigned as incidental leave on a first come, first served basis as leave becomes available and will not affect the Employee's position on the Holiday Rotation Lists. The Employer will post the Holiday Annual Leave Schedule no later than 15 February or 15 June.

Section 6. It is understood that approved annual leave may be revoked at any time and the employee directed to return to duty before the expiration of such leave because of unforeseen circumstances such as situations which require additional manpower, unforeseen sick leave, personal emergencies requiring the absence of employees scheduled to work, situations which require unit personnel to prevent loss or damage to Government property or to eliminate hazards to personnel and equipment, etc.

Section 7. Every Bargaining Unit Employee is responsible for maintaining regular attendance and for ensuring that the Employer is informed of any absence of each scheduled shift. When an unforeseen condition or emergency necessitates an Employee's absence which could not be approved in advance, the Employee shall notify the appropriate Fire Officer. The determination whether to approve or disapprove requested leave rests with the Fire Officer. It is understood there is no automatic entitlement to leave. In such cases, the employee is absent at his own risk pending approval of leave by the Fire Officer. If the absence extends beyond one workday, the Employee shall keep a Fire Officer informed of the situation and probable date of return to work.

Section 8. Lump-Sum Annual Leave Payments. Pursuant to 5 USC 5551, the Employer agrees that Unit Employees processing for retirement that are eligible for lump-sum Annual Leave payments will receive Annual Leave lump-sum payment that is equal to the basic pay the Unit Employee would have received had he remained in the Federal Fire Service until expiration of the period of Annual Leave.

ARTICLE 10

SICK LEAVE

Section 1. Unit Employees shall accrue sick leave in accordance with 5 USC 6307, 5 CFR 610.230, and Civilian Personnel Instructions (CPI) 630. The Employer agrees to grant sick leave in one-half hour increments.

Section 2. Employees of the unit who are unable to report for work because of an incapacitating illness or injury shall notify by telephone the appropriate fire officer in the station as soon as possible but no later than one hour prior to the beginning of their scheduled tour of duty. In cases of persisting illness or incapacitation, employees have an obligation to keep the appropriate Captain informed on a current basis of their expected return to duty.

Section 3. Fire Fighters and Fire Captains shall be required to furnish a medical certificate to substantiate a request for approval of sick leave when sick leave exceeds two consecutive twenty-four hour tours of duty; Fire Inspectors shall be required to furnish a medical certificate to substantiate a request for sick leave when such leave exceeds three consecutive workdays. In lieu of a medical certificate, the employee's signed statement explaining the nature of the illness or injury may be accepted when it is unreasonable to require a medical certificate because of shortage of physicians, remote areas of locality, or because the illness does not require the services of a physician.

Section 4. In accordance with applicable rules and regulations, sick leave, not to exceed thirty working days' duration may be advanced to an employee in case of serious illness or disability.

Section 5. Employee requests for sick leave for medical, dental, or optical examination or treatment shall be made in advance of the date of the scheduled appointment. Approval of sick leave for these purposes is subject to the employee's submittal of a properly completed Standard Form 71, Application for Leave, within two tours of duty after return to work, which certifies that the employee kept the appointment.

Section 6. The Employer agrees that when a Unit Employee becomes seriously ill or is seriously injured while on duty, the Employee's next of kin will be notified as soon as practicable in accordance with applicable Portsmouth Naval Shipyard instructions. The Employer agrees to provide transportation for the bargaining unit employee to the appropriate medical facility

(either the Naval Medical Clinic or local hospital) when the employee becomes seriously ill or injured.

Section 7. If an examining Medical Officer determines that a Unit Employee is not fit for duty, the Employee will be advised to go home on leave, and/or seek appropriate medical treatment. The Employee will be responsible for arranging transportation in those cases where the Employee's health or welfare is not in jeopardy.

Section 8. Employee Counseling. The Employer and the Union recognize "alcoholism" and "drug abuse" as treatable illness(es). Furthermore, both parties are committed to aiding employees who request assistance in obtaining counseling services for these and other health problems which have an adverse effect on job performance. The Employer will provide assistance in accordance with NAVSHIPYD PTSMHINST 12792.4 (latest revision). Appropriate leave will normally be granted for the purpose of treatment or rehabilitation as with any other illness.

ARTICLE 11

OTHER ABSENCES OR LEAVE

Section 1. Employees who are members of Volunteer or Call Fire Departments may be excused for up to one hour in any work shift when called for duty if there is adequate manpower available and the Employee's absence would not interfere with or prohibit the Shipyard Fire Department from meeting its work requirements or unduly interrupt work in progress. Any amount of time in excess of one hour must be requested by the employee (or through the Volunteer Fire Department dispatcher) and approved by the Fire Captain or Duty Chief prior to extending such absences beyond one hour. Any amount in excess of one hour will be charged to Annual Leave or Leave Without Pay. It is recognized that the Employee's first obligation is the accomplishment of the mission of the Shipyard Fire Department.

Section 2. Requests for absence or leave pertaining to matters not covered by the Agreement will be considered and approved in accordance with NAVSHIPYD PTSMH Instruction 12630.15 (latest revision) and applicable laws or regulations. Examples of such matters are family leave, court leave, jury duty, leave without pay, excused absences, compensatory time, and religious compensatory time.

ARTICLE 12

PROMOTIONS

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

Section 2. When filling unit positions under the Merit Promotion Program, announcements will remain open for a minimum of fourteen calendar days. The Employer will furnish the Union a copy of all promotion announcements.

Section 3. A supervisory appraisal used in connection with a merit promotion vacancy for a unit position will be reviewed by an employee upon his/her request.

Section 4. The Employer agrees that all relevant fire training and experience acquired outside the confines of the Portsmouth Naval Shipyard shall be considered when listed on applications for merit promotion.

Section 5. If an employee is dissatisfied with an earned rating received in connection with a promotion examination for a unit position, he/she may grieve this rating in accordance with the negotiated grievance procedure set forth in this AGREEMENT.

Section 6. If an employee is dissatisfied with an earned rating received in connection with a promotion examination for a position not included in the bargaining unit described in Article 1 of this AGREEMENT, the employee shall contact the Personnel Staffing Specialist who performed the rating, within seven calendar days of notice of receipt, to obtain an explanation of the rating. It is understood that earned ratings in connection with non-unit positions are not grievable.

Section 7. Unit Employees that are candidates for promotion within the Fire Division shall be given the following information:

a. Whether the Employee was considered for promotion and, if so, whether eligible or ineligible.

b. Whether the Employee was one of those in the group from which the selection was made.

c. Who was selected for the promotion.

d. The Employer agrees to an open door policy to discuss reasons for non-selection upon the Unit Employees request. The Employer and the Unit Employee will agree upon a time for the meeting.

ARTICLE 13

REDUCTION IN FORCE/CONTRACTING OUT/FURLONGHS

Section 1. The Employer agrees to notify the Union as soon as the necessity for a Reduction In Force is recognized or required, the extent determined, and authorization obtained. The Employer and the Union recognize the importance of informing the Employees of the basis and reasons for a Reduction In Force. The Employer further agrees to give the Union a reasonable amount of time to meet with the Head, Personnel Operations Division (Code 1112) or his designated representative, to express its views and positions regarding the Reduction In Force. All Reduction In Force actions will be carried out in strict compliance with applicable laws, rules and regulations.

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

b. Employees who have been demoted through reduction in force shall automatically be referred for consideration against vacancies for which they are fully qualified in accordance with local policies and regulations and consistent with the provisions of the Merit Promotion Program.

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

Section 2. Any contracting out of firefighting functions will be subject to any limitations in existing statute and regulation.

Section 3. When a furlough is proposed due to lack of funds or lack of work, the furlough will be conducted in accordance with applicable laws, rules, and regulations.

a. The Union will be informed as far in advance as possible of the reason for the furlough, expected duration (if known), and number of Unit Employees affected.

b. Normally, employees will be given a thirty day advance notice of furlough in writing except as provided in 5 CFR 752.404.

c. Employees will be given a written notice of decision to furlough and will be advised of their right of appeal from this adverse action.

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

ARTICLE 14

POSITION DESCRIPTIONS

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

Section 2. The Employer agrees that each employee will have access to a copy of his/her official position description and any amendment(s) thereto. The Employer agrees to provide the Union a copy of all position descriptions for Bargaining Unit positions. If changes are made to the official position description, either the Fire Chief or the Assistant Fire Chief will discuss the changes with the affected employee and the Union. To the extent that nothing shall interfere with the Employer's right to assign work, such discussion will normally occur prior to making the changes. A copy of the amended position description will be sent to the Union after it has been classified.

Section 3. If a unit employee believes that his/her position description does not properly describe the duties he/she is performing, he/she has the right to request, through his/her Assistant Chief, that his/her work assignments be reviewed. If a satisfactory resolution of his/her complaint is not reached, the employee may grieve through the negotiated grievance procedure. It is understood that if the grievance goes to arbitration, the arbitrator may not classify the position.

Section 4. If a unit employee believes that the classification (title, series, or grade) of his/her position is in error, upon request, the employee will be furnished information on appeal rights and the procedures for filing an appeal. The Employer will also furnish the employee (appellant) with a copy of any forwarding letter or endorsement together with copies of all material furnished to the appellate authority. The employee may appeal through a representative designated in writing. The employee and his/her representative shall be granted a reasonable amount of official time (normally not in excess of four hours) to prepare his/her appeal, and will be assured freedom from restraint, interference, coercion, or reprisal in submitting his/her appeal.

Section 5. It is agreed and understood that a position description is a written statement of the duties and responsibilities assigned by the Employer to a position which

defines the kinds and range of duties an employee may expect to perform during the time he/she remains in the position. The position description is not in itself an assignment of work. The phrase "other duties as assigned" in a position description shall refer to duties or assignments reasonably related to the employee's line of work. It is understood that this does not interfere with management's right to assign work.

Section 6. The Union will be notified of the receipt of new classification standards.

ARTICLE 15

INJURY COMPENSATION, LIGHT DUTY AND PUBLIC SAFETY OFFICERS' BENEFIT ACT

Section 1. Injury Compensation

a. An employee who is injured or suffers an occupational disease in the performance of his duties will be compensated in accordance with applicable rules and regulations. The Employer agrees to counsel the Employee on the procedures for filing claims and the benefits to which he is entitled.

b. A claimant will be permitted to be represented by a Union Official or other person on any matter pertaining to an injury or occupational disease occurring in performance of duty. This representative shall be authorized in writing by the claimant.

c. The Employer agrees to process claims for injury compensation in accordance with rules issued by the Department of Labor, Office of Worker's Compensation Program (OWCP), in accordance with the Federal Employees' Compensation Act (FECA). It is agreed that Unit Employees who incur a job connected injury or occupational disease will notify the supervisor and complete the appropriate form (CA-1 for injuries; CA-2 for occupational diseases) in a timely manner. Injury claims will normally be reported as soon as possible.

d. If the Employee is incapacitated because of his job connected injury the supervisor will prepare the appropriate form in the Employee's behalf. In all cases where a CA-1 is completed by the Employee, the supervisor will complete the official supervisor's report to insure that any known witnesses to the accident provide signed statements. On the first day of any lost time accident, the supervisor shall notify HRO, the Employee Relations Division, Code 1111.1, so that a claim under FECA can be initiated. The supervisor will insure that any injury reports are provided promptly to HRO. Employees have an obligation to keep their supervisor informed of changes in their medical condition.

e. The Employer agrees to compensate unit employees for time spent for medical examination and treatment in accordance with NAVSHIPYD PTSMHINST 12810.1 (latest revision).

Section 2. Light Duty. The Employer agrees that, in accordance with NAVSHIPYD PTSMHINST 12306.1 (latest revision), the policy of the Shipyard is to utilize to the extent practicable those unit Employees who are temporarily or

permanently medically restricted as long as their services can be used effectively and will not cause further harm to themselves or others. First consideration will be given to utilize the bargaining unit employee within the Fire Department, if possible. The procedures set forth in NAVSHIPYD PTSMHINST 12306.1 (latest revisions) shall be applied to both on-the-job and non-job related illnesses or injuries which require medical restrictions.

Section 3. Public Safety Officers' Benefit Act (PSOB). The PSOB is a law under which a claimant, who has a certain relationship to a fire fighter who dies because of fire fighting activity can be entitled to a monetary benefit. The Department of Justice, Bureau of Justice Assistance, Public Safety Officers' Benefits Division administers the program. Fire fighters are advised to keep potential claimants, i.e., spouses, children, and/or parents informed. A claim for death benefits must be filed within one year, and medical evidence may be required to support the claim. The employer agrees to keep accurate records of all Bargaining Unit Employees to ensure that all relevant/required information maintained up to date. The Employer and the Union will assist claimants.

ARTICLE 16

DISCIPLINARY AND ADVERSE ACTIONS

Section 1. For the purpose of this Agreement, the term "Disciplinary Actions" includes letters of reprimand and suspensions of not more than fourteen calendar days and are grievable under the negotiated grievance procedure. Letters of caution and/or requirements are not disciplinary actions and will not be placed in the employee's personnel record. However, they are grievable under Article 17, the negotiated grievance procedure.

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

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

a. A preliminary investigation or inquiry will be made to determine the facts. Part of this preliminary investigation may include a discussion with the affected Employee and others having information about the incident.

b. The employee will be notified in advance of the time of the discussion, and if the employee is advised that disciplinary action is being contemplated, the employee may have a Union representative if he so desires. Once a representative is requested the employee will be allowed a reasonable amount of time, normally not more than 1 shift, to obtain Union representation. During this delay no further questioning will take place.

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

Section 4. Disciplinary and adverse actions shall be initiated and effected in accordance with the provisions of this Agreement and applicable laws, regulations and Shipyard instructions.

Section 5. The Employer will make every effort to issue letters of reprimand or notices proposing discipline as soon as possible after becoming aware of the incident and conducting a preaction investigation. The Employee or his designated

representative will be permitted to offer their written and/or oral reply to the deciding official.

Section 6. An Employee against whom a disciplinary action is proposed shall be notified in writing of the reasons for such action. If any disciplinary action is not sustained against the Employee, all reference to such action will be withdrawn from the Employee's Official Personnel Folder.

Section 7. Adverse actions covered by this Article are removals, suspensions of more than 14 calendar days, furloughs of 30 days or less, and reduction in grade or reduction in pay. Adverse actions are appealable to the Merit Systems Protection Board.

Section 8. It is recognized that an employee may be represented by a person of his/her choice when exercising rights under adverse action procedures. The Union may have an observer present during adverse action hearings, subject to approval of the administrative judge.

Section 9. Nothing in this Agreement prevents the Employer from considering "Last Chance Agreements (LCA)." LCAs are instruments designed to permit an Employee subject to an adverse action a last opportunity to demonstrate that he can be successfully rehabilitated, e.g., that his performance or conduct can be improved to the Employer's satisfaction, and that the adverse action should not be taken. The Agreements are tailored to the special circumstances involved in each case. They allow the Employer, at its discretion, to forego or delay implementation of an adverse action in order to give an Employee a last chance to demonstrate successful rehabilitation.

ARTICLE 17

GRIEVANCE PROCEDURE

Section 1. The purpose of this article is to provide the exclusive procedure available to the parties and members of the unit for resolving grievances. A grievance means any complaint:

a. By an employee concerning any matter relating to the employment of the employee.

b. By the Union concerning any matter relating to the employment of any employee.

c. By any employee, the Union, or the Employer concerning:

(1) The effect or interpretation, or a claim of breach, of this collective bargaining Agreement.

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

d. Except that it shall not include a grievance concerning:

(1) Any claimed violation relating to prohibited political activities (Subchapter III of Chapter 73, Title 5, USC).

(2) Retirement, life insurance, or health insurance.

(3) A suspension or removal for national security reasons (Section 7532, Title 5, USC).

(4) Any examination, certification or appointment.

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

(6) Adverse actions.

(7) Complaints or allegations of discrimination.

(8) Removals for unsatisfactory performance under Section 4303 of the CSRA.

(9) Termination of probationers.

(10) Termination of temporary employees under Part 315 of OPM regulations.

(11) An action terminating a temporary promotion.

(12) Incentive awards.

(13) Oral admonishments and oral reprimands.

(14) The substance of performance elements and standards.

(15) Earned ratings for non-unit positions.

(16) Any matter related to Article 8 (Exchanging Tours of Duty) of this Agreement.

Section 2. An employee has the right to present and process a grievance under this procedure on his own behalf. In such cases, the Union has a right to have a Union official present on time allowed during all steps of the grievance procedure.

Section 3. The following procedures are established for the resolution of grievances of the parties and of all eligible employees in the unit. The Union and the Employer recognize the importance of problem resolution at the lowest levels of management. Therefore, employees are encouraged to discuss complaints informally with the Assistant Fire Chief prior to initiating the formal grievance process.

Step 1. The grievance shall be taken up formally by the employee with the Fire Chief within twenty one (21) calendar days from the date of the incident out of which the grievance arose or within twenty one (21) calendar days of the date the employee became aware of the incident. The employee may be accompanied by an officer of the Union. The grievance must be presented in writing. The grievance must contain a precise description of the grievance (who, what, where, when, how) with enough information contained therein to identify the specific nature of the grievance, the specific provision of the AGREEMENT, law, policy or regulation of higher authority in which the Employer has discretion which is alleged to have been violated, a statement of the remedial action or relief sought, i.e., the personal corrective action desired, evidence (documentary, if available) to support the grievance, the name of the designated representative, if one has been designated, and any additional pertinent information. The Fire Chief shall give his decision in writing, as soon as practicable, but at least within ten (10)

calendar days. However, if resolution of the grievance is not within the authority of the Fire Chief, he/she shall so inform the grievant and his/her representative and refer them to the appropriate step of the grievance procedure and to the official having such authority.

If the Fire Chief's decision is unsatisfactory, the employee may, at this point only, elect to proceed to step 2 of the negotiated grievance procedure, or to invoke the alternative dispute resolution methodology (refer to Section 16).

Step 2. If the Fire Chief's decision is unsatisfactory, the employee may, within ten (10) calendar days after receipt of the Step 1 decision, forward it, with consent of the Union, to the Department Head. Not later than ten (10) calendar days after the receipt of the grievance, the Department Head, or his/her designated representative, will meet informally with the grievant, an officer of the Union, and the appropriate management officials to discuss the grievance. The Department Head shall give his/her decision in writing to the grievant not later than ten calendar days following this discussion.

Step 3.

a. If the aggrieved employee and the Union are not satisfied with the decision at Step 2, the Union may request that the unresolved grievance be submitted to impartial arbitration in accordance with the provisions of the Arbitration Procedure, Article 18. If a request for arbitration is not submitted within twenty one (21) calendar days of receipt of the Step 2 decision, the Step 2 decision will be final.

b. In lieu of selecting the arbitration procedure, the employee may, with the consent of the Union within ten (10) calendar days after receipt of the Step 2 decision, request the Shipyard Commander in writing to make a decision on the grievance based upon previous and current supportive information. The Shipyard Commander and/or his designated representative shall review the grievance and obtain further information as considered necessary. The Shipyard Commander shall give his decision to the aggrieved employee not later than fourteen (14) calendar days after receipt of the grievance. For those matters referred to the Shipyard Commander for decision, this shall be the final step of the grievance procedure and the decision of the Shipyard Commander shall be binding.

Section 4. If, subsequent to the filing of a written grievance, the appropriate reviewing official offers a resolution which is satisfactory to the Union, it shall be confirmed in writing by the Employer to the Union and a copy shall be

furnished to the aggrieved employee(s). The grievance shall then be terminated. Further, if at any time it is decided that the stated relief desired will be granted, the Employer shall so notify the Union in writing, with a copy to the aggrieved employee(s). No discussion will be held and the grievance will be terminated.

Section 5.

a. Should the Union desire to resolve some matter through the grievance procedure concerning one of those matters listed in Section 1a, b, or c above, then the matter will be processed as follows: The Union will advise the Director of Human Resources Office in writing of the matter the Union wishes to resolve. The written grievance must contain the precise description of the grievance with enough information contained therein to identify the specific nature of the grievance; the specific provision of this Agreement or policy or regulation that is alleged to have been violated, if applicable; the corrective action desired; and any additional pertinent information. The grievance must be filed within twenty one (21) calendar days after the date of the incident out of which the grievance arose, or within twenty-one (21) calendar days after the date the Union became aware of the incident. The Union, the Director of Human Resources Office, or his/her designated representative, and the appropriate management officials will meet within ten (10) calendar days to discuss the matter and attempt to seek a satisfactory resolution. If a satisfactory resolution of the matter is reached through this informal procedure, this agreement will be reduced to writing and signed by the parties. If a satisfactory resolution of the matter is not reached, the Union will put its position in writing and forward it to the Director of Human Resources Office within twenty-one calendar days from the conclusion of the above discussion. The Director of Human Resources Office will submit his/her decision in writing to the Union within twenty-one calendar days of the date of the Union's letter. If the matter is still not resolved, then the Union may invoke arbitration in accordance with the provisions of Article 18.

b. If the Director of Human Resources Office does not respond to the Union's position letter within the twenty-one calendar day time limit specified above, the Union may invoke arbitration in accordance with the provisions of Article 18.

Section 6.

a. Should the Employer desire to resolve some matter through the grievance procedure concerning one of those matters listed in Section 1c above, then the matter will be processed as

follows: The Director of Human Resources Office will advise the Union in writing of the matter the Employer wishes to resolve. The written grievance must contain the precise description of the grievance with enough information contained therein to identify the specific nature of the grievance; the specific provision of this AGREEMENT or policy or regulation that is alleged to have been violated, if applicable; the corrective action desired; and any additional pertinent information. The grievance must be filed within twenty one (21) calendar days after the date of the incident out of which the grievance arose, or within twenty one (21) calendar days after the date the Employer became aware of the incident. The Union, the Director of Human Resources Office, or his/her designated representative, and the appropriate management officials will meet within ten (10) calendar days to discuss the matter and attempt to seek a satisfactory resolution. If a satisfactory resolution of the matter is reached through this informal procedure, this agreement will be reduced to writing and signed by the parties. If a satisfactory resolution of this matter is not reached, the Employer will put its position in writing and forward it to the Union within twenty-one calendar days from the conclusion of the above discussion. The Union will submit its decision in writing to the Director of Human Resources Office within twenty-one calendar days of the date of the Employer's letter. If the matter is still not resolved, the Employer may invoke arbitration in accordance with the provisions of Article 18.

b. If the Union does not respond to the Employer's position letter within the twenty-one calendar day time limit specified above, the Employer may invoke arbitration in accordance with the provisions of Article 18.

Section 7. Any grievance not taken up by an employee in accordance with Section 3 within twenty one (21) calendar days after the incident out of which the grievance arose, or within twenty-one (21) calendar days after the date the employee becomes aware of the incident, shall not be considered.

Section 8. If an employee, the Union or the Employer fails to pursue a grievance within the time limits prescribed by Section 3, 5, or 6 of this Article, the grievance will be considered terminated. However, all time limits provided for herein may be extended by mutual agreement for valid reasons, provided that a request for extension is presented prior to the end of the prescribed time limit.

Section 9. The Employer and the Union recognize and endorse the importance of bringing to light and adjusting grievances promptly. The initiation of a grievance in good faith, by an employee, shall not cast any reflection on his standing with the

Employer or on his loyalty and desirability to the organization, nor should the grievance be considered as a reflection on the Employer.

Section 10. Grievances concerning letters of caution or requirements, letters of reprimand, and suspensions of fourteen calendar days or less will be processed under this procedure beginning at the step above the level of management that affected the disciplinary action.

Section 11. Except in the case of disciplinary actions, the Union and the Employer agree that in the case of individual identical grievances, they will be joined at Step 2 and processed as one grievance throughout the remainder of the procedure. The Union will select one employee's grievance for processing and the decision thereon shall be binding on the other grievance(s).

Section 12.

a. At each and every step of the grievance procedure, the Union and the Employer shall have the right to have employees who have direct knowledge of the circumstances of the case provide such information at the grievance discussions. It is agreed that repetitious statements by employees will be avoided. Employees of the Shipyard who provide information at grievance discussions shall suffer no loss of pay or benefits for such service, if otherwise in a duty status. The Employer shall, upon request, permit Union inspection of pertinent payroll and other records as permissible without violating laws, rules or Government policy, for the purpose of substantiating the claim of the parties. However, these payroll and other records must be directly related to the employee's grievance. The Union shall be afforded full opportunity to present all the facts and information which are relevant.

b. If a Union request for inspection of records under this Section is denied, the Union may seek a review of the request by submitting a written request to the Director of Human Resources Office specifying the records sought for inspection. If the Director of Human Resources Office denies the request, those records will not be used by the Employer as evidence in any resulting arbitration of the case unless the Employer notifies the Union of its intention to introduce them as evidence and allows the Union to inspect them prior to the arbitration hearing.

Section 13. Earned Rating Grievances. If an employee is dissatisfied with an earned rating received in connection with a promotion examination for a unit position, he may grieve this rating in accordance with the following procedure. This

procedure will be utilized in lieu of the procedure contained in Section 3.

Step 1. The employee will discuss his rating with the Staffing Specialist in Code 1112 who did the rating. The discussion must be initiated within seven (7) calendar days from receipt of the notice of rating by the grievant. The grievant may be accompanied by a Union representative.

Step 2. If the grievance is not resolved at Step 1, the grievant may submit the grievance in writing to Code 1112 within ten (10) calendar days after conclusion of the discussion in Step 1. The written grievance must contain the specific reasons why the employee feels the rating is incorrect and the relief desired. Code 1112 will issue a written decision to the grievant within fourteen calendar days.

Step 3. If the grievance is not resolved at Step 2, the grievance may be submitted by the Union to arbitration in accordance with Article 18, Arbitration.

Section 14. 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 as a threshold question before the arbitrator, except for those matters specifically excluded in Sections 1d and 7 of the contractual grievance procedure.

Section 15. Failure by management to meet the time limits prescribed at any step of the procedure will permit the grievant to take his grievance to the next step of the procedure. Failure by the employee or the Union to meet the time limits as prescribed at any step of this procedure will grant the Employer authority to terminate the grievance at the step the employee or his representative failed to meet the time limit requirement. Time limits may be extended by mutual agreement.

Section 16. Alternative Dispute Resolution Methodology. An employee or/and the union may request to use the following alternative dispute resolution procedure if satisfied with the response to step 1, in lieu of continuing the steps of the negotiated grievance procedure.

a. Resolution of grievances shall be accomplished by an Alternative Dispute Resolution (ADR) Panel which consists of three (3) members. The three (3) members of the ADR panel shall be selected from an established ADR pool of pre-selected, trained individuals.

b. The pool of ADR members shall be made up of individuals designated by IAFF, IFPTE, and Management.

c. Within five (5) days of the employee and/or Union election to use the ADR process, the ADR panel shall be assembled and provided orientation training. Once the election is made to use the ADR process, a panel shall be selected from the pool with three (3) individuals drawn from the pool. Within fifteen (15) work days of being established, the ADR panel shall complete it's work. If additional time is needed, the ADR panel must request an extension.

d. The ADR Panel shall attempt to resolve the dispute between the parties by mediation, in order to have the involved parties resolve/formulate a mutually agreeable solution to the dispute. If a solution is mutually agreed to by the parties, it shall be specified in writing and signed by both parties. The ADR panel shall ensure compliance with established laws, rules and regulations.

e. The ADR panel shall determine when the mediation process is to be suspended (if a resolution cannot be reached) and that a panel ruling on the dispute is necessary.

f. If a solution cannot be reached through mediation, the ADR panel shall investigate the situation by gathering relevant facts, interviewing anyone the panel considers relevant to the grievance being investigated.

g. The ADR panel decision shall not violate any established law, rule, or regulation and shall be final and binding on both parties.

ARTICLE 18

ARBITRATION PROCEDURE

Section 1. In the event the Employer and the Union fail to satisfactorily settle any grievance under Article 17, the negotiated grievance procedure of this Agreement, then such grievance, upon written notice by the party desiring arbitration, shall be referred to arbitration.

If it is the Union that desires arbitration, then the written notice invoking arbitration must be submitted to the Shipyard Commander within twenty-one calendar days from receipt of the decision in any of the following sections of Article 17, the negotiated grievance procedure

- a. Section 3, Step 3
- b. Section 5
- c. Section 13, Step 2

or within thirty calendar days from the conclusion of any meeting in these steps or sections if the deciding office fails to issue a written decision.

If it is the Employer that desires arbitration, then the written notice invoking arbitration must be submitted to the Union within twenty-one calendar days from receipt of the Union's decision in accordance with Section 6 of Article 17 of the negotiated grievance procedure or within thirty calendar days from the conclusion of the discussion in Section 6 of Article 17, if the Union does not submit a written decision.

Section 2. The parties agree that the issue(s) to be arbitrated shall be presented during the grievance procedure, except that the parties would not be precluded from introducing background material. The arbitrator shall not change, modify, or add to the provisions of the Agreement as such right is the prerogative of the contracting parties only. Furthermore, the arbitrator shall not change, modify, alter, delete, or add to the provisions of any law, rule or regulation affecting conditions of employment.

Section 3. Within ten (10) calendar days from the date of receipt of a valid arbitration request, the involved parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of seven impartial persons qualified to act as arbitrators. The parties shall meet within ten (10) calendar days after the receipt of such list to select an

arbitrator. The parties will review the list to see if they can agree on one name as a selection. If not, the party not invoking arbitration will strike the first name from the list. The other party will then strike one name, the parties will then repeat this process twice more. The remaining name shall be the duly selected arbitrator.

Section 4. The cost of the arbitration shall be shared equally by the parties. This cost shall include the arbitrator's fee and expenses, transcripts and the expense of any mutually agreed upon services considered desirable or necessary in connection with the arbitration proceedings. A transcript may be made in arbitration hearings if requested by the arbitrator or by either party. The cost of the transcript will be paid by the party requesting the transcript. If both parties desire a copy of the transcript the cost of the transcript will be shared equally by both parties.

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

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

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

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

Section 9. In the case of arbitration's of matters involving areas, plans, materials, etc., classified at the direction of higher authority, the parties will select from a special board of six arbitrators who have already been granted the necessary security clearance. The Union will select three and the Employer will select three. In the event that one of the arbitrators on the special board cannot serve for reasons outside the control of

the parties, the party who selected the arbitrator will submit the name of a replacement. When it appears that a grievance involves a classified matter, the party making the determination will advise the other party. The parties will meet within five calendar days to determine whether the case can proceed in accordance with Section 3 above or whether this Section shall be invoked. If such an arbitrator is required and the parties cannot agree upon which arbitrator to select, all six names will be placed in a container and one slip will be drawn by a disinterested party. The name drawn shall be the duly selected arbitrator.

ARTICLE 19

TRAINING

Section 1. The Employer and the Union agree that training and development of employees in the Unit are important in accomplishing both the mission of the Employer and the Federal career goals of the employee. The Employer will develop, promote and maintain adequate training programs which are consistent with the needs of the Shipyard. The Employer agrees to provide unit members with information concerning available fire fighting schools conducted by the Department of Defense, Federal, State and County organizations. A reasonable effort will be made by the Employer to send employees to such schools as the budget allows. Training directed by the Employer in connection with the assigned duties of the position shall be accomplished while the employee is in a duty status. The parties agree that each employee is responsible for applying a reasonable amount of personal time and effort to keep abreast of the changing technology of his/her occupation. Both parties agree to encourage employees to take advantage of training and educational opportunities. The Employer agrees to permit unit employees to attend training courses during their duty time without loss of pay or leave providing: The Employer has determined that the course is job related; the request has been submitted and approved in advance; funds are available; and the employee can be spared from his/her regular duty assignment.

Section 2. It is agreed that the Employer and the Union may schedule meetings, as mutually agreed, to provide the Union an opportunity to submit its views, comments and recommendations regarding the training of unit employees. Normally, such meetings will be scheduled with the Fire Chief or his/her designated representative. The Employer will fully consider the Union's views, comments and recommendations and will respond accordingly.

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

Section 4. Career counseling may be provided by the Employee Development Division (Code 1113) for those employees who require specific information regarding training and development opportunities.

Section 5. In accordance with NAVSHIPYD PTSMH INSTRUCTION 12410.28 (latest revision), the Employer will conduct an annual "training needs survey" to determine the individual and group

training needs and requirements of the Fire Department. The Union will be permitted to submit comments and recommendations regarding training needs to the Fire Chief for consideration prior to completion of the annual "training needs survey." The Union will be supplied with a copy of the completed annual "training needs survey" upon request. The Employer agrees to maintain complete training records for all Unit Employees. Copies of these training records shall be provided to the Employee upon his request. The employee is responsible to provide the Employer with documentation of any off-duty training completed.

Section 6. The Employer agrees to maintain a centrally located library within the Fire Station containing various magazines, periodicals, etc., relating to fire fighting, rescue operations, and hazardous materials at no cost to the Employees. Additionally, the Employer will provide the Union with a catalog of materials available elsewhere within the Fire Department that cannot be centrally located.

Section 7. The Employer agrees to establish, maintain and provide a "Shipyard Recruit Training Program" for newly hired Unit Employee(s) with little and/or no fire fighting experience.

Section 8. The Employer agrees to allow the necessary refresher courses, to ensure Unit Employees who are currently Emergency Medical Technicians to be able to maintain that certification.

Section 9. The Employer will notify Employees as far in advance as possible of any specialized internal Fire Department training that would be beneficial to the Employees, to allow modification of work schedules, where possible.

ARTICLE 20

SAFETY

Section 1. The Employer will assure that safe and healthful working and living conditions are provided for bargaining unit employees that are consistent with the provisions of applicable laws and regulations. The Union agrees to cooperate with the Employer by encouraging employees to work in a safe manner and wear protective equipment prescribed by the Employer and to report observed safety and health hazards to the Employer in accordance with applicable procedures.

Section 2. Protective clothing furnished to unit employees will be in accordance with the requirements of 29 C.F.R. 1910.156 (latest revision). Employees shall be responsible for the condition of items furnished and the return of such items as required by the Employer. Equipment utilized by unit employees will also be in accordance with the requirements of 29 C.F.R. 1910.156 (latest revision). The Employer agrees to replace protective clothing and equipment, when worn out. This equipment includes, but is not limited to, Fire Fighters' protective clothing, SCBAs, prescription safety glasses for SCBA masks, and Nomex hoods. Additional equipment will be provided when practicable and when funds are available.

Section 3. The Employer shall provide for the inspection and testing of the structural integrity and safety of all apparatus and equipment utilized by the Fire Protection Branch at Portsmouth Naval Shipyard in accordance with governing regulations. The results of these tests will be made available to the Union upon request. The Employer agrees to take prompt and appropriate action when an unsafe condition involving apparatus and/or equipment is reported to or observed by the Employer. Repairs will be accomplished by qualified personnel. New and replaced equipment will meet applicable standards.

Section 4. The Employer shall provide appropriate training on safety and industrial health matters relating to the work environment; this includes the use and proper maintenance of protective clothing, devices and equipment. Extreme weather conditions will be considered when scheduling drills/training.

Section 5. The Employer shall conduct an industrial health program to assist all employees to maintain optimum health on the job. Unit employees shall be given medical and physical evaluations in accordance with existing standards for the Fire Fighter occupation. The physical examination shall include EKG (over age 34), chest X-ray, pulmonary function, urinalysis and blood work along with other required exams to ensure the employee

is in good physical condition. Employees shall cooperate with the Employer in the implementation of Shipyard health programs.

Section 6. The Employer welcomes suggestions from the Union and unit employees which offer practical and economically feasible ways of improving safety conditions in the Fire Department and the Portsmouth Naval Shipyard.

Section 7. Ambulance service and emergency treatment for unit employees will be provided in the case of an on-the-job injury, accident or illness.

Section 8. The Employer agrees that employees subjected to infectious diseases, bloodborne pathogens, hazardous substances, toxic fumes, epoxy paint, radiation, etc., shall be given an appropriate medical evaluation as soon as practicable if it is determined there are circumstances that indicate the employee could have been exposed to such hazards.

Section 9. The Employer agrees to maintain a Joint Fire Protection Branch Safety Committee for the purpose of addressing Fire Protection Branch safety issues and implementing the NFPA Standards into Portsmouth Naval Shipyard's Fire Protection/Fire Prevention Program. This committee will be comprised of representatives from Fire Protection Management, the Bargaining Unit, and one (1) Union representative. The committee will meet as often as needed to fully implement those portions of the NFPA Standards that are within their authority to address. The committee will make as recommendations to the Fire Chief.

Section 10. With the ongoing concern toward the spread of infectious diseases, the Employer agrees to provide universal precautions for the protection of Bargaining Unit Employees for response at any type of medical emergency where handling the victim may cause concern.

Section 11. The Employer shall maintain an awareness of the condition of Unit Employees operating within their span of control during an emergency and ensure that adequate steps are taken to provide for their safety and health. The Incident Commander shall consider the circumstances and make suitable provisions for rest and rehabilitation of employees operating at the scene.

Section 12. The Employer and the Union agree to establish a joint committee to determine the requirements and pursue the procurement of vehicle exhaust removal equipment in the Fire Station to reduce fire fighters exposure to toxic fumes.

Section 13. The Employer will provide two (2) laminated vital information cards to each Employee. The information on the card will include: name, address, date of birth, height, weight, blood type, allergies, preferences of medical facilities, personal physician and whom to notify in case of any emergency. Employees will be responsible for updating the information as needed.

Section 14. The Employer agrees to provide a washing machine to be used exclusively for cleaning/decontaminating fire fighter protective clothing.

ARTICLE 21

HEALTH, WELFARE, AND MORALE

Section 1. The Employer recognizes the necessity of providing and maintaining reasonably comfortable living spaces for unit employees on duty. The Employer agrees to extend the same considerations to the living conditions in the Fire Station as is extended to other living quarters throughout the Shipyard when utilities and/or appliances break down or need replacing. Maintenance problems will be called to the attention of the senior fire supervisor on duty who will notify the appropriate maintenance authorities and request action to correct the problem. To this end, the Employer agrees to provide and maintain the following:

- a. Adequate bedding (frame, mattress set, mattress pad, 2 sets of sheets and pillow cases, blanket and bedspread).
- b. Kitchen appliances and cooking utensils.
- c. Suitable lounge furniture
- d. TVs and VCRs (to be used for training and recreational purposes in the day room, and training room).

Section 2. The Employer recognizes that the living quarters in the fire station represent space allocated as rest, washroom and sleeping areas for unit employees and agrees not to use these areas as public facilities except in emergencies, or mutual aid situations.

Section 3. The Employer agrees to discuss proposed changes or improvements to living spaces with the Union, consider the recommendations submitted by the Union, and request funding for any agreed upon changes or improvements.

Section 4. The Employer agrees that Unit Employees will be allowed to use recreational facilities relating for physical fitness as outlined in NAVSHIPYD PTSMHINST 1710.7 (latest revision). The cost will be the employee's responsibility. Employees will be allowed to use these facilities after 1600 daily and after 1200 on weekends and holidays providing: (1) the Assistant Chief or senior supervisor on duty has granted permission and sufficient unit employees remain at the fire station to meet Shipyard needs; (2) the employee does not engage in competitive activities except with other unit employees; (3) the employee does not engage in activities which are recreational in nature, such as bowling, work in the hobby shop, etc.; (4) the

employee is within hearing distance of a radio; and (5) the work uniform/turnout gear is available on site.

Section 5. It is agreed that the Employer will provide parking spaces at the Fire Station for Bargaining Unit Employees in accordance with NAVSHIPYD PTSMHINST 5560.1 (latest revision).

ARTICLE 22

STATION/WORK UNIFORMS

Section 1. The requirements and conditions for the Station/Work Uniform for Bargaining Unit Employees will be in accordance with applicable laws, rules, and regulations. The Employer and Union agree to establish a joint committee to determine the appropriate uniform for the Fire Division. If the committee determines new uniforms are required, employees will have one year (four clothing checks) to purchase the new uniforms. The new uniforms will be optional during that year, but shall become mandatory at the end of the one year period. Unit Employees will not be required to wear their uniforms to and from work.

Section 2. Accessories for the uniform shall consist of badges, collar devices, nametags, shoulder patches and the American flag, as approved by the Fire Chief and provided by the Employer. The Employer agrees to allow Unit Employees to wear the IAFF patch or pin on the uniform.

Section 3. Unit employees may place on their hard hats the appropriate emblem of IAFF, Local F-123. Such emblem shall not obscure the employee's name, check number or shop number.

Section 4. Unit Employees shall be allowed to wear:

a. White or solid colored (gray, navy blue) tee/sweat shirts, with sleeves, which may express a Portsmouth Naval Shipyard Fire Department or IAFF Local F-123 logo only. This shirt may only be worn in and around the Fire Station, on work or training details, or during stand-by periods.

b. Navy blue job shirts which may express a Portsmouth Naval Shipyard Fire Department or IAFF Local F-123 logo only may be worn in or out of the station, on work or training and on stand by periods.

c. Golf shirts (navy blue for Fire Fighters, light blue for Fire Captains and Inspectors) which may express a Portsmouth Naval Shipyard Fire Department logo only may be worn as an optional shirt.

d. Unit Employees may wear a baseball-style cap with the IAFF or PNSY Fire Service related logo on it under the same conditions as the uniform, except when other safety conditions apply (i.e., hard hat and other safety gear).

e. Such alternate clothing as described in paragraph a through d above shall be at the expense of the Employee.

Section 5. The Employer will provide rain gear in the Fire Station for employee use. The Employer will provide each employee with a cold weather sweater to be part of the work uniform.

Section 6. Bargaining Unit Employees will be provided a uniform allowance in accordance with applicable laws, rules, and regulations.

a. The allowance for uniforms is governed by 5 USC 5901-5903. When changes occur, the Employer will notify the Union and ensure that the uniform allowance is adjusted accordingly.

b. The purpose of the initial uniform allowance is to help pay the initial cost of the required uniform for Bargaining Unit Employees. The initial allowance will be provided to the new Employee as soon as practicable. The new Employee will not be required to have a uniform until the allowance is paid.

c. The purpose of the replacement/maintenance uniform allowance is to help pay for the replacement/maintenance of uniform parts. The allowance will be paid to Unit Employees quarterly or until changed by mutual agreement of the Employer and the Union.

d. The Employer agrees to provide pro-rated allowances to Unit Employees who do not qualify for a full (three month) replacement/maintenance allowance after their initial uniform allowance.

e. The Employer also agrees to provide a promotion uniform allowance to Unit Employees who are promoted within the Fire Protection Branch, to be paid as soon as practicable. The Employee will not be required to have the new uniform until the allowance is paid.

Section 7. Protective footwear for Unit Employees will be in accordance with NAVSHIPYD PTSMH INSTRUCTION 5100.10 (latest revision).

a. Employees will be reimbursed up to a maximum of \$70 or actual cost, whichever is less, for the purchase of ANSI-approved safety shoes, black in color. Employees authorized special issue safety shoes; shoes with gripper soles, molders boots, etc., will be reimbursed up to a maximum of \$75 or actual cost, whichever is less, for the purchase of ANSI-approved safety shoes.

b. In lieu of above, employees will be reimbursed up to a maximum of \$100 or actual cost, whichever is less, for the authorized purchase of ANSI-approved Fire Fighter/Rescue style Boots at least 8.0 inches in height (height is approximate), that may be fitted with a zipper, and black in color.

ARTICLE 23

PAYROLL ALLOTMENT - COLLECTION OF DUES

Section 1. Scope. This arrangement for dues check-off is applicable only to the unit for which IAFF Local F-123 has been granted exclusive recognition.

Section 2

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

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

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

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

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

c. Such completed form shall be turned over promptly to the Union for transmittal to the appropriate official (HRO-Code 1112) of the Employer.

Section 3. Responsibilities

a. The Union shall supply to the employees involved Standard Form 1187. The Union shall be responsible for the distribution of such forms to its members and for completion of Section A thereon, including the certification of the current amount of the Union's regular dues to be deducted each biweekly pay period, delivering completed forms to Code 1112 of the Human Resources Office and educating its members in the process for allotments for the payment of dues, its voluntary nature and the uses and availability of the required form.

b. Deduction of dues shall begin with the first pay period which occurs after receipt of Standard Form 1187 by the Comptroller Department (Code 600).

c. The amount of the Union dues to be deducted each biweekly pay period on behalf of the Union shall remain as originally certified to on such allotment forms by its authorized Union official until a change in the amount of such deductions is certified to by the authorized official of the Union and such certification of change is duly transmitted through the Union to the Comptroller (Code 600).

d. Any such changes 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 pay period after receipt of the notice of change by the appropriate official of the Employer or a later date if requested by the Union.

e. An employee's voluntary allotment for payment of his Union dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur:

(1) Loss of exclusive recognition by the Union.

(2) Transfer of the employee outside the Union's recognized bargaining unit.

(3) Separation of the employee for any reason including death or retirement.

(4) Receipt by the Employer of notice that the employee has been expelled or has ceased to be a member in good standing of his Union.

f. An allotment for the deduction of an employee's Union dues may also be terminated by the employee through submission to the appropriate official of the Employer (Code 600) of a Dues Revocation Form (SF-1188) or individual substitute properly executed in duplicate by the individual employee. The SF-1188 will be submitted on the employee's anniversary date (the date the employee was initiated into the Union) or within a fourteen calendar day period immediately prior to the annual anniversary date. Such termination of allotment shall become effective the first full pay period of the month following receipt of the SF-1188 or individual substitute by the appropriate official of the Employer provided dues allotment has been in effect for a period of one full year. Upon receipt of

the completed form by the official, the duplicate of such form shall be transmitted to the Union immediately.

g. The Union shall promptly notify the appropriate official of the Employer (Code 600) in writing when any member of the Union is expelled or for any reason ceases to be a member in good standing. Such notices shall be in duplicate and transmitted to the appropriate official of the Employer.

h. The Employer shall transmit to the Union within five working days after each payday all of the following:

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

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

Section 4. Designation. The Union shall designate, by letter, to the Comptroller, the name of the officer and one alternate of the Union to receive remittance from the Comptroller, with a copy to the Director of Human Resources Office, Code 1110.

ARTICLE 24

GENERAL PROVISIONS

Section 1. The Employer agrees that as part of their orientation, all new employees hired in a position included in the Unit will be informed of the Union's exclusive recognition and will be given a copy of the current negotiated AGREEMENT. The Employer will provide a copy of this AGREEMENT for all unit employees. A reasonable number of copies will also be furnished the Union for its use.

Section 2. Retirement Counseling. The Employer agrees that any Unit employee who contemplates retirement in the immediate future shall be afforded retirement counseling to insure that the interests of the employee are protected. Such counseling shall be provided by the Human Resources Office Retirement Counselor and shall include information on alternative retirement plans for which the employee is eligible. The employee's request to be accompanied by a Union representative will be granted. In the event questions arise which cannot be resolved by the Human Resources Office Retirement Counselor, the Employer agrees to make reasonable efforts to resolve the issue by contacting the Office of Personnel Management or by forwarding the employee's request for resolution to such office.

Section 3. Employee Suggestions. The Employer encourages all unit employees to participate in the Employee Suggestion Program. The Employer agrees to process employee suggestions in accordance with NAVSHIPYD PTSMH INSTRUCTION 12451.2 (latest revision). The Human Resources Office (Code 1111) will assist employees in assuring that suggestions are in the correct format for evaluation. It is the desire of the Employer that all employee suggestions be processed in a timely and expeditious manner. It is agreed that employees who encounter unwarranted delays in receiving a final determination regarding their suggestion may be accompanied by a Union officer when discussing the matter with the officials responsible for administration of the program.

Section 4. Freedom of Information. The Employer agrees to furnish the Union with all requested information which is releasable pursuant to the Freedom of Information Act and Shipyard Instructions (latest revisions).

Section 5. Privacy Act. The Employer agrees that access to information and records regarding unit employees will be in strict accordance with the Privacy Act of 1974 and Shipyard Instructions (latest revisions). Unit employees will be notified

by the Employer when such notification is required by the Privacy Act.

Section 6. Upon request, the Employer will furnish the Union a copy of an existing Shipyard instruction, regulation or law which involves personnel policies and/or practices and/or matters affecting working conditions of unit employees if normally maintained by the Human Resources Office in the regular course of business and is reasonably available. The Employer agrees to provide relevant information pursuant to 5 USC 7114(b)(4) to the Union when a particularized need for the information has been established. The Union agrees to pay reasonable cost incurred in furnishing such material.

Section 7. It is agreed that news items of general interest may be submitted by the Union for publication in the PERISCOPE.

Section 8. Within-Grade Increases. The granting and/or denial of a within-grade increase shall be taken in accordance with NAVSHIPYD PTSMH INSTRUCTION 12531.3 (latest revision), Granting and Denying Within-Grade Increases for General Schedule (GS) Employees. In no case will the time the employee will have to bring his/her performance to an acceptable level of competence be less than ninety calendar days.

Section 9. Performance Evaluation. The Performance Appraisal Program for unit employees will be administered in accordance with the provisions of NAVSHIPYD PTSMH INSTRUCTION 12430.1 (latest revision), Performance Appraisal Review System. In no case will the time the employee have to bring his/her performance to the satisfactory level be less than ninety calendar days.

Section 10. Incentive Awards. The Employer agrees to utilize the Incentive Awards System pursuant to applicable laws, rules and regulations, to recognize noteworthy performance and, at the close of each performance rating period, careful consideration will be given to nominating Bargaining Unit Employees for such awards. All the incentive awards granted will be given due consideration during merit promotion procedures. Written commendations, including Letters of Appreciation, will be appropriately recorded in the Unit Employee's Official Personnel Folder (OPF), or Employee Personnel Folder (EPF), as appropriate.

Section 11. The Employer (HRO) shall maintain the Official Personnel Folder (OPF) on each Bargaining Unit Employee in accordance with applicable instructions. An employee and/or their designated representative may review their OPF upon request to the appropriate management official.

Section 12. The clock in the EJI Time Log panel located in the Fire Protection Branch Alarm/Dispatch Center, Building 29, Fire Station, will be the official clock for determining the correct time for all ARTICLES of this Agreement.

ARTICLE 25

DURATION AND CHANGES

Section 1. This AGREEMENT, as executed by the parties, shall remain in full force and effect for a period of three years from the date of its approval by the Department of Defense. Thereafter, it will remain in effect for successive periods of one year, subject to approval by the Department of Defense, unless either party notifies the other in writing at least 90 days prior to the next anniversary date of intention to renegotiate a new AGREEMENT. When either party requests to renegotiate the AGREEMENT, the provisions of this AGREEMENT shall be honored until a new AGREEMENT becomes effective, except for those provisions that are contrary to any law, regulation, Executive Order or Public Law 95-454.

Section 2. This AGREEMENT, except for its duration period as specified in Section 1, may be opened for amendment by mutual consent of the parties at any time after it has been in force and effect for at least six months. Any request for amendment by either party must be written and must include a summary of the amendment(s) proposed. The parties shall meet within fourteen calendar days after receipt of such request to discuss the matter(s) involved. If the parties agree that opening is warranted on any such matter(s), they shall proceed with negotiations. Negotiations shall be strictly limited to those matters previously agreed to as being appropriate. Such amendment(s) as agreed to will be duly executed by the parties, subject to approval by the Department of Defense.

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

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

**FIRE DEPARTMENT
SHIFT EXCHANGE REQUEST**

Date: _____

I _____ request to exchange my present work
shift which occurs on _____ from the hours of _____ to _____
with _____ for the day of _____
from the hours of _____ to _____.

Requesting Fire Fighter Date

Exchanging Fire Fighter Date

Request is: Approved / Disapproved

Reason for denial: _____

Duty chief Date

Original: requestors file
cc: requesting fire fighter
 exchanging fire fighter
 shift captains