

AN
AGREEMENT
BETWEEN
NAVAL EDUCATION
AND
TRAINING
CENTER
AND THE
INTERNATIONAL
ASSOCIATION
OF FREE FIGHTERS
LOCAL F 100

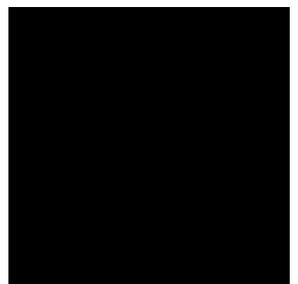
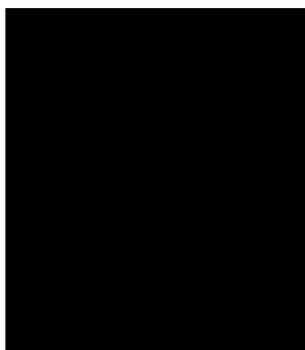


TABLE OF CONTENTS

<u>TITLES</u>	<u>PAGE</u>
Preamble	1
Witnesseth	1
Support of Common Goals	2
IAFF/NETC Partnership Commitment	3
Article 1 - Recognition and Unit Designation	4
Article 2 - Provisions of Laws and Regulations	5
Article 3 - Matters Appropriate for Consultation or Negotiation	7
Article 4 - Union Rights and Representation	9
Article 5 - Rights of the Employer	12
Article 6 - Rights of the Employee	13
Article 7 - Disciplinary and Adverse Actions	14
Article 8 - Negotiated Grievance Procedure	17
Article 9 - Arbitration Procedure	23
Article 10 - Leave Policy	25
Article 11 - Welfare and Morale	26
Article 12 - Safety	27
Article 13- Dues Checkoff Agreement	29
Article 14 - General Provisions	31
Article 15 - Duration and Changes	34

PREAMBLE

This agreement is made by and between the Naval Education and Training Center (NETC), Newport, Rhode Island, hereinafter referred to as the "Employer" and the International Association of Firefighters, Local F-100, hereinafter referred to as the "Union", hereinafter collectively referred to as the "Partners". The Partners agree, that whenever the masculine terms "he", "his", or "him" are used, they are meant to include both genders.

WITNESSETH

Whereas, the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them, safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment; and

Whereas, the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government; and

Whereas, this agreement should be interpreted in a manner consistent with the requirement of an effective and efficient Government.

SUPPORT OF COMMON GOALS

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

IAFF/NETC PARTNERSHIP COMMITMENT

Pursuant to Executive Order 12871, a "Partnership" has been entered into by the International Association of Fire Fighters, Local F-100 (The Union) and the Naval Education and Training Center (The Employer). To this end, the Partners have agreed to establish and maintain a "Labor-Management Partnership" that will open a new era where the Union, the Employer and bargaining unit employees will work together to create a work force (Fire Protection and Fire Prevention Program) at NETC that is highly motivated, multi-skilled, and technologically advanced to meet the ever changing needs of NETC's Fire Department. In addition, the Partners agreed to implement this Labor-Management Partnership with a firm commitment to develop a "Quality" Labor-Management relationship that fosters a "Win/Win Attitude".

Furthermore, this Partnership will provide a vehicle for allowing the Parties to become full Partners in identifying problems, areas of concern, changes to working conditions within the organization and to develop viable solutions to these problems so that the mission of NETC, specifically the Fire Protection & Fire Prevention Program can be accomplished in a more cost effective and efficient manner.

The goals and objectives of this Partnership are to further the agency mission, foster a more productive and cost effective service to NETC's customers, and to enhance the living/working conditions and morale of bargaining unit employees.

Now therefore, the Partners hereto agree within the intent, spirit and meaning of P.L 9S-4S4, the Civil Service Reform Act of 1978, hereinafter referred to as the "Act" or the "Statute" and Executive Order 12871, as follows:

ARTICLE 1
RECOGNITION AND UNIT DESIGNATION

Section 1. The Employer hereby recognizes that the Union is the exclusive representative of all employees in the unit as defined in section 2.

Section 2. The recognized unit includes all current and future civilian personnel of the rue Protection Branch, Security Division, Operations Department, Naval Education and Training Center, Newport, Rhode Island, except management officials, guards, employees engaged in personnel work in other than a clerical capacity, fire chief, deputy chief, assistant chiefs, and supervisors as defined in Section 7103(a) (10) of Title VII CSRA.

ARTICLE 2
PROVISIONS OF LAWS AND
REGULATIONS

Section 1. It is agreed and understood that in the administration of all matters covered by this agreement, the Employer, the Union, and unit employees are governed by existing laws (including the Statute), future laws and existing or future policies and regulations of appropriate authorities, such as Presidential Executive Orders, Comptroller General Decisions, Office of Management and Budget Issuances, Office of Personnel Management policies and regulations, Department of Defense policies and regulations, Department of the Navy policies and regulations, NETC Newport policies and regulations and the Standard Operating Procedures (SOP) developed by the Partners.

Section 2. Upon request, the Employer will furnish the Union a copy of existing NETC instructions and any regulation or law which involves personnel policies and/or practices and/or matters affecting working conditions of unit employees if normally maintained by the civilian personnel office in the regular course of business and is reasonably available. The employer agrees to place the union on the distribution list to receive copies of all NETC Notices and Instructions pertinent to Civilian Personnel and matters affecting working conditions of bargaining unit employees.

Section 3. The Employer agrees that before issuing a new or revised NETC or Fire Division Standard Operating procedures (SOP), Notice or Instruction which impact bargaining unit personnel, a draft of the SOP / Notice / Instruction will be provided to the Union through the Partnership Council, along with the intended implementation date. If the Partnership Council is unable to reach a consensus on the new / revised SOP / Notice / Instruction, the Union may, within 14 calendar days after the Partnership Council's meeting, request that the Employer bargain or consult on the negotiable changes of the draft SOP/ Notice/Instruction. Such requests shall be in writing and the decision to negotiate or consult shall be irrevocable. Requests for extensions of time limits will not be unreasonably withheld. If the Union fails to make a written request to bargain or consult prior to the intended implementation date, the change may be effected by the Employer. The Employer agrees not to implement the changes until all negotiations are completed and agreed to by the Partners, unless a compelling need exists.

Section 4: In the spirit of Partnership, the Partners to this agreement, have agreed to craft a collective bargaining agreement (CBA) that addresses only the "boilerplate" issues and concerns (terms/conditions) of the Partners. To this end, the following 13 Articles make up the negotiated agreement. The Partners have further agreed to address other matters relating to personnel policies, procedures and matters affecting the general working conditions of bargaining unit employees, through the Partnership Council, by establishing a set of "Standard Operating Procedures" (SOP) covering the concerns of the Partners.

Issue(s) and Topic(s) to be addressed by the Partners shall include, but is not limited to those items proposed during the negotiation of this CBA that are not included in the agreement. These issue(s)/topic(s) will be referred to the Partnership Council for their review and action. All agreements reached by the Partners will be reduced to writing in the form of a Fire Department SOP. All SOP's agreed to by the Partners will be signed by the Partners and communicated to all concerned.

Section 5. The Employer agrees to provide a copy of this agreement to all bargaining unit employees. Copies will also be furnished the Union for their use.

ARTICLE 3
MATTERS APPROPRIATE FOR
CONSULTATION OR
NEGOTIATION

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

Section 2. In accordance with the Statute and Executive Order 12871, nothing in this section shall preclude the Employer and the Union from negotiating--

1. 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;
2. Procedures which the management officials of the agency will observe in exercising any authority under this section; or
3. Appropriate arrangements for employees adversely affected by the exercise of any authority by such management officials.

Section 3. For the purpose of this agreement, consultation is defined as any dialogue, either written or oral, between the Partners and unlike negotiations does not require a mutually acceptable compromise between the Partners. The Employer agrees to consult, upon request of the Union, on matters that are excluded from negotiations by Article 5 of this agreement. When consultation occurs, the Employer agrees to give bonafide consideration to the views that were presented by the Union when finalizing its position.

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

ARTICLE 4
UNION RIGHTS AND REPRESENTATION

Section 1. The Union is entitled to act for, and negotiate collective bargaining agreements covering all employees in the unit. The Union is responsible for representing the interest 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 that are non-members of IAFF F-100 in any statutory appeal procedures.

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

Section 3. The Employer agrees to recognize the duly elected or appointed representatives of the Union and further agrees that there will be "no" restraint, interference, coercion, or discrimination against any Union representative because of the performance of his duties/responsibilities under this agreement. The Union agrees to submit to the Employer a list of officers and stewards and to update the names as changes occur.

Section 4. The Employer agrees that Union Officers and Stewards as described in Section 3 will be authorized a reasonable amount of official time away from the job to perform their representational activities in accordance with 5 USC 7114 and 7131.

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

Section 6. Administrative Leave. The Employer agrees that upon advance written request, employees who are representatives of the Union may be excused without charge to leave in conjunction with attendance at conferences, conventions and training sessions on labor relations matters, provided the employee's services can be spared and such training is determined by the Employer to be of mutual concern to the Employer and the Union and the Employer's interests will be served by the employee's attendance. The Union will bear the responsibility for showing how the training will have the required benefit to the Employer. A detailed agenda with information on the material to be covered in the training session will be required in support of the request. Administrative excusal for this purpose may cover only such portions of a training session as meet the foregoing criteria.

Section 7. Any duly authorized official of the International Association of Firefighters will be allowed to visit facilities of the Naval Education and Training Center, Newport, Rhode Island. In each instance, prior approval of the Command will be obtained and will be subject to normal security regulations.

Section 8. Use of Official Facilities. The Employer agrees to make facilities available to Local F-100 during non-working hours of unit employees and the use of space is not precluded by official need or the terms of applicable directives. Such use will have no disrupting or distracting effect on the mission of the Employer.

Section 9. Use of Office Space and Equipment. The Employer agrees to provide space, that is mutually acceptable to the partners, for the Union to conduct its official representational duties. This will include a telephone with an outside line and access to autovon, with the union incurring the cost for telephone equipment.

Section 10. The Employer agrees that as part of their orientation, all new employees hired in a position included in the Unit will be informed of the Union's exclusive recognition and will be given a copy of the current negotiated agreement. The employer agrees to make all newly hired bargaining unit employees available for contact with the union during the employee's check-in date. This orientation will be in person, will be brief (15-20 minutes). The Employer shall notify the union of duty assignment and shift of all newly hired employees.

Section 11. The Employer agrees to consider Union representation on any standing NETC committees involving the mutual interest of bargaining unit employees and NETC that includes, but is not limited to, the EEO Committee, the Safety Committee, and/or the Employee Development Committee. 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 5
RIGHTS OF THE
EMPLOYER

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

a. To determine the mission, budget, organization, number of employees, and internal security practices of the Employer; 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 the Employer's operations shall be conducted;

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

a. Among properly ranked and certified candidates for promotion;
or

b. Any other appropriate source; and

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

ARTICLE 6
RIGHTS OF THE
EMPLOYEE

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

Section 2. It is further agreed that each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under this chapter, such right includes the right -

“(1) 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 heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and

”(2) to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this chapter.

Section 3. The Union agrees that it shall be an unfair labor practice to discriminate against an employee with regard to the terms or conditions of membership in the labor organization on the basis of race, color, creed, national origin, sex, age, preferential or nonpreferential civil service status, political affiliation, marital status, or handicapping condition.

Section 4. Equal Employment Opportunity. The Employer and the Union agree to cooperate in providing equal employment opportunities for all persons; to prohibit discrimination because of age, race, color, religion, sex or national origin, handicapped; and to promote the full realization of equal employment opportunity. The Employer and the Union will conduct a continuing campaign to eradicate discrimination on the basis described in this section in implementing personnel policies, practices and matters affecting working conditions.

ARTICLE 7
DISCIPLINARY AND
ADVERSE ACTIONS

Section 1. The Partners agree that disciplinary and adverse actions will be initiated and effected in accordance with the provisions of this agreement, BRO Groton Instruction #12000.1

Section 2. The Employer and the Union agree that the purpose of disciplinary action is to correct the offending employee and maintain discipline and morale among other bargaining unit employees. For the purpose of this agreement, the term "Disciplinary Actions" includes letters of reprimand and suspensions of not more than fourteen calendar days are grievable under the negotiated grievance procedure. Letters of caution and/or requirement are not disciplinary actions and will not be placed in the employee's official personnel file. However, they are grievable under Article 8, the negotiated grievance procedure.

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

Section 4. Prior to initiating disciplinary action, and/or adverse action, the following procedures will normally be followed:

a. A preliminary investigation or inquiry will be made to determine the facts. Part of this preliminary investigation shall include a discussion with the affected employee.

b. The employee will be notified in advance of the time of the discussion, and if the employee is advised that disciplinary action is being contemplated, the employee may have a Union representative if he/she so desires.

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

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

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

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

Section 8. The employee and the Union may exercise their right to grieve disciplinary action under provisions of this agreement, starting at step 2 of the procedure. The employee and his/her Union Representative are entitled to a reasonable amount of official time to prepare and present the grievance.

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

Section 10. The Employer agrees that when an employee is going to be questioned on matters which may lead to a disciplinary action, the employee(s) must be advised at that time of his/her right to be represented by the Union. The employee may represent himself/herself. If the employee(s) do designate the Union as their representative, a reasonable amount of time will be allowed for the Union Representative to become available.)

Section 11. Adverse actions covered by this Article are removals, suspensions of more than 14 calendar days, furloughs of 30 days or less and reduction in grade or reduction in pay. Adverse actions are subject to the negotiated grievance procedure under Article 8 or appealable to the Merit Systems Protection Board but not both.

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

Section 13. The Partners agree that an "Alternate Discipline Program" will be available for the Employer to utilize when appropriate. The Employer may substitute letters of reprimand in lieu of progressive suspensions (i.e., letters of reprimand in lieu of one day suspensions, letters of reprimand in lieu of three day suspensions, etc.). The letters of reprimand, for determining past disciplinary records and appropriate penalties, would have the same weight and effect as the suspensions.

Section 14. Nothing in this agreement prevents the Employer from considering "Last Chance Agreements" (LCA). Last Chance Agreements are instruments designed to permit the employee subject to Adverse Action a last opportunity to demonstrate that he/she can be successfully rehabilitated, e.g., that his/her performance or conduct can be improved to the Employer's satisfaction, and that the adverse action should not be taken. The agreements are tailored to the special circumstances involved in each case. They allow the Employer, at its discretion, to forego or delay implementation of adverse actions in order to give an employee a last chance to demonstrate successful rehabilitation.

ARTICLE 8
NEGOTIATED GRIEVANCE
PROCEDURE

Section 1. The purpose of this article is to establish a procedure for the prompt and equitable settlement of grievances. A grievance means any complaint by (a) any employees concerning any matter relating to the employment of the employee; (b) the Union concerning any matter relating to the employment of any employee; or (c) any employee, the Union, or the Employer concerning the effect or interpretation or a claim of breach of a collective bargaining agreement, or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment. This procedure shall be the exclusive procedure for resolving such complaints except for the following matters which are specifically excluded from the procedure:

- a. Any claimed violation of subchapter III of chapter 73 of this title (relating to prohibited political activities);
- b. Retirement, Life Insurance, or Health Insurance;
- c. A suspension or removal for national security reasons (Section 7532, Title 5, USC).
- d. Any examination, certification or appointment.
- e. The classification of any position which does not result in the reduction in grade or pay of the employee.
- f. Termination of probationers.
- g. Termination of temporary employees under Part 315 of OPM regulations.
- h. An action terminating a temporary promotion.
- i. Oral admonishments and oral reprimands.

Certain matters exist in which an employee has a statutory appeals procedure and rights under this grievance procedure, but not both. (see section 7121(d) and (e) of Title VII) Proceeding under this grievance procedure will in certain instances act as a waiver of statutory appeal rights.

Section 2. Employee(s) utilizing the negotiated grievance procedure will have the right to be accompanied, represented and/or advised by a representative of the Union and be granted a reasonable amount of official time to prepare and present their grievance. In addition, an employee has the right to present and process a grievance under this procedure on his/her own behalf. In such cases, the Union will be afforded the opportunity to have a representative present, on official time, during any and all formal discussions/meetings, between the Employer and the Grievant(s) relating to the grievance filed.

Section 3. 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. If the employee(s), the Union or the Employer fails to elevate a grievance within the time limits prescribed within this procedure, the grievance will be considered terminated. However, time limits may be extended by mutual agreement provided that a request for extension is presented prior to the end of the prescribed time. Grievance decisions will be made as promptly as possible at each level of consideration described herein. Unless mutual agreement is reached for extending the time limits within which a decision must be rendered, failure to meet the time limits will allow the grieving party to proceed to the next step upon written notification.

Section 4. The Partners recognize and endorse the importance of bringing to light and adjusting grievances promptly. The initiation of a grievance in good faith, by an employee, shall not cast any reflection on his/her standing with the Employer or on his/her loyalty and desirability to the organization, nor will the grievance be considered a negative reflection of the Employer.

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

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

Section 7. The following procedures are established for the resolution of grievances of the parties and of all Bargaining Unit Employees.

Step 1. The grievance shall first be discussed "informally" with the immediate supervisor. This shall be done within fourteen (14) calendar days of the incident or knowledge of the incident (whichever occurs first). The supervisor shall make whatever investigation is necessary and shall give his answer within ten (10) calendar days after the date of the notification of the grievance, in writing.

Step 2. The grievance shall be reduced to writing in a form mutually agreed to by the Partners, and presented to the Fire Chief in an attempt to settle the matter within fourteen (14) calendar days of the answer at **Step 1**. The written grievance as a minimum, will contain:

- (1) The grievant(s) name, duty assignment and telephone number.
- (2) The specific nature of the grievance, including the identification of any provision(s) of this Labor-Agreement alleged to have been violated, if known, the provision(s) of any law, rule, and/or regulation affecting conditions of employment alleged to have been violated.
- (3) Evidence to support the grievance.

- (4) The employees summary of the results of the discussion of the informal grievance.
- (5) The remedial action desired.
- (6) The name, address and telephone number of the designated representative.

Within seven (7) calendar days of receipt of the written grievance, the Fire Chief or his designated representative shall meet with the aggrieved employee, his representative, and concerned management personnel to discuss the grievance. The grievance will be answered by the Fire Chief or his designated representative, within seven (7) calendar days after the close of the meeting. The answer to the grievance must be given in writing. A copy of the decisions will be provided to the Union.

Step 3. If the grievance is not settled at **Step 2** of this procedure, the grievance may be submitted within seven (7) calendar days by the President or his designated representative, to the Commander of NETC. The Commander or his designated representative will, within seven (7) calendar days, meet with the Union Representative, the employee(s), the President of the Union and the appropriate management official(s) to try to resolve the grievance. The Commander's decision will be rendered within fifteen (15) calendar days following the meeting between the Parties at this Step.

Step 4. If no settlement is reached at **Step 3**, the Union, within thirty (30) calendar days may invoke arbitration pursuant to Article 9 of the agreement.

Section 8. Supporting Documentation and Evidence. Evidence and supporting documentation which is relevant to the resolution of the grievance may be introduced at any step of the negotiated grievance procedure. For the purpose of this agreement, evidence includes but is not limited to both oral and written presentation of facts. Individuals attending grievance meetings will be allowed official time for the duration of scheduled meetings.

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

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

a. Union Grievances. The Union may initiate a grievance by submitting it in writing to the Fire Chief of NETC within thirty (30) calendar days of the incident or knowledge of the incident (whichever occurs first). The Union President or designee will meet with the Fire Chief within ten (10) calendar days of the written submission, and the Fire Chief will render a written decision within ten (10) calendar days after such meeting. If the decision is unacceptable, the matter may be submitted to arbitration in accordance with Article 9 of this Agreement.

b. Employer Grievances. The Employer may initiate a grievance by submitting it in writing to the Union President within thirty (30) calendar days of the incident or knowledge of the incident (whichever occurs first). The Representative of the Employer and the Union President or designee will meet within ten (10) calendar days of the written submission, and the Union President will render a written decision within ten (10) calendar days after such meeting. If the decision is unacceptable, the matter may be submitted to arbitration in accordance with Article 9 of this Agreement.

Section 11. Grievance Mediation. When either Party has invoked arbitration, the Partners may mutually agree to request that the Partners participate in "Grievance Mediation". If mediation is requested, the Partners will jointly request the FMCS to participate.

a. In mediation, the Partners shall be represented by a negotiation committee and relevant persons, but such representatives shall not exceed three (3) for either party.

b. If the Partners voluntarily reach agreement/settlement, they will be bound by the agreement/settlement as if it were a grievance/arbitration decision. If no agreement/settlement is reached, the moving party may proceed to arbitration by notifying the other Party in writing within (15) calendar days, the grievance will be set for binding arbitration pursuant to Article 9 of this agreement.

Section 12. 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/her, if the Union considers the grievance to be invalid or without merit.

ARTICLE 9 ARBITRATION PROCEDURE

Section 1. In accordance with Article 8, Section 10 of this agreement, in the event the Employer and the Union fail to satisfactorily settle any grievance under Article 8, the negotiated grievance procedure of this agreement, then such grievance, upon written notice by the party desiring arbitration, shall be referred to arbitration. Requests for arbitration will be submitted within fifteen (15) calendar days after receipt of the decision rendered at Article 8, Section 7, Step 3 and Article 8, Section 10, or within fifteen (15) calendar days from the conclusion of any meeting in these Steps or Sections if the deciding official fails to issue a written decision.

Section 2. The parties agree that the issue(s) to be arbitrated shall be no broader in scope than the issue(s) presented during the grievance procedure, except that the parties would not be precluded from introducing background material. 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 seven (7) calendar days from the date of receipt of a valid arbitration request, the involved parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of seven impartial persons qualified to act as arbitrators. The parties shall meet within seven (7) calendar days after the receipt of such list to select an arbitrator. If they cannot agree upon one of the listed persons, the Employer and the Union will each strike one arbitrator's name from the list of seven and shall repeat this procedure. When only one name is left, he/she shall be the duly selected arbitrator.

Section 4. The cost of the arbitration shall be shared equally by the partners. This cost shall include the arbitrator's fee and expenses, transcripts and the expense of any mutually agreed upon services considered desirable or necessary in connection with the arbitration proceedings. A transcript shall not be made in grievance arbitration hearings unless requested by the arbitrator.

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

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

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

ARTICLE 10
LEAVE
POLICY

Section 1. ANNUAL LEAVE. It is understood that the knowledge, skills and abilities of the employee and the needs of the fire service shall be considered by the appropriate supervisor when making a determination that an employees services can be spared in connection with a request for annual leave. Unit employees shall accrue annual leave in accordance with 5 U.S.C. 6303 references. The Partners agree to establish a Standard Operating Procedure that includes, but is not limited to, policies and/or procedures relating to vacation annual leave, holiday leave, incidental annual leave, military leave, leave without pay, court leave, jury duty, excused absences, compensatory time and religious compensatory time, emergency annual leave, etc.

Section 2. SICK LEAVE. Employees shall accrue and be granted sick leave in accordance with Section 5545 of Title V, U.S.C. Employees of the unit who are unable to report for work because of an incapacitating illness or injury shall notify, by telephone, the appropriate on-duty supervisor (Fire Chief, Deputy, Asst. Chief) one (1) hour prior to the beginning of their scheduled tour of duty. The employee should state the reason for requesting the sick leave and indicate approximately how long they will be absent. In cases of persisting illness or incapacitation or if the absence extends beyond the time indicated, the employee should again notify the appropriate on-duty supervisor and request additional leave. Employees have an obligation to keep their supervisors informed on a current basis of their expected return to duty. The Partners agree to establish a Standard Operating Procedure that includes, but is not limited to policies and/or procedures relating to the use of sick leave, advancing sick leave and requirements for medical certificates.

ARTICLE 11
WELFARE AND
MORALE

Section 1. The Employer recognizes the necessity of providing and maintaining reasonably comfortable living and working spaces for unit employees on duty, such as air conditioning and heating and adequate furniture, drapes or blinds. To this end, the employer agrees to provide and maintain the following:

- a. Adequate bedding (mattress, pillow, 2 sets of sheets and pillow cases, blanket and bed spread).
- b. Refrigeration for storage of employee's food.
- c. Cooking and eating utensils, including but not limited to; pots, electric can openers, coffee maker, toasters, microwave oven, cooking stoves, glasses plates, bowls, forks, spoons and knives.
- d. Dishwasher, washing machine and dryer at each station.
- e. T.V. and VCR (for training and recreational purposes) in each station.
- f. New lounge furniture in each station as needed.
- g. Laundry services for linen, bedspreads and blankets

Section 2. Smoking Policy. The Partners recognize the health hazards of secondhand smoke, notwithstanding the U. S. Environmental Protection Agency Study showing that secondhand smoke is the third major cause of lung cancer as well as the legitimate right of every bargaining unit employee to breathe the cleanest air possible. With this important factor in mind, the living quarters of the fire station(s) will be free of "known carcinogen" and will promote a smoke-free environment. Therefore, smoking will only be permitted in the "designated smoking areas" of each fire station. To this end, the Employer agrees to create and maintain designated smoking areas or enclosures at each fire station that will foster a smoke-free environment while maintaining adequate facilities for those unit employees that still have a need to smoke.

ARTICLE 12 SAFETY

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

Section 2. The Employer agrees to staff and operate all required fire apparatus pursuant to the provisions of higher authority law, rule and regulation. The Employer agrees that any deviation to the minimum staffing requirements established by the Department of Defense (DOD) and the Department of the Navy will only be accomplished after a waiver has been granted by the Secretary of the Navy and/or his/her designee. The Employer further agrees to notify the Union in writing of their desire to reduce the manning/staffing levels below the minimum requirements. The Union will be provided copies of all requests for waivers initiated by the Employer in addition to any approved waivers granted by the Secretary of the Navy upon request.

Section 3. Protective clothing furnished to unit employees will be in accordance with the requirements of 29 C.F.R. 1910.156 and NFPA Standards 1500 (latest revision). Employees shall be responsible for the condition of items furnished and the return of such items as required by the Employer. Equipment utilized by unit employees will also be in accordance with the requirements of 29 C.F.R. 1910.156 and NFPA Standards 1500 (latest revision).

The Employer agrees to replace protective clothing and equipment when worn out. This equipment includes, but is not limited to, fire fighters' protective clothing, SCBA masks, prescription safety glasses for SCBA masks, Nomex coveralls, eye protection, hearing protection and Nomex hoods. Additional equipment will be provided as needed. Bargaining unit employees will not be required to share any part of his/her turnouts and/or protective equipment with another employee.

Section 4. The Employer shall provide for the inspection and testing of the structural integrity and safety of the Fire Department's apparatus and equipment utilized by bargaining unit employees 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. The Employer agrees that all emergency motorized firefighting apparatus and equipment will receive top priority for maintenance to insure that this apparatus and equipment will be in safe operating condition as outlined in the applicable technical manuals for said apparatus and equipment.

Section 5. The Employer agrees to establish a Fire Department Safety Committee for the purpose of addressing fire department safety issues and implementing the NFPA Standards into NETC's Fire Protection/Fire Prevention Program. This committee will be comprised of an equal number of representatives from the Fire Department Management and the Bargaining Unit. The committee will meet as often as needed to fully implement those portions of the NFPA Standards that are within their authority to address. The committee will make all recommendations to the Partnership Council, via the Fire Chief, for their review, approval and the incorporation into the Fire Department Standard Operating Procedures (SOP's).

Section 6. With the on going concern toward the spread of infectious diseases, the Employer agrees to provide, for the protection of bargaining unit employees, disposable gloves, micro-shields, rubber aprons and adequate eyewash for response at any type of medical emergencies where the handling the victim may be cause for concern.

ARTICLE 13
DUES CHECKOFF AGREEMENT

Section 1. The Union recognizes its responsibility to purchase and distribute to its members Standard Form 1187 "Request for Payroll Deductions for Labor organization Dues", and to deliver completed forms 1187 to the Human Resources Office, Nimitz Hall, NETC, Newport, Rhode Island.

Section 2. The Union is responsible for notifying the Employer as to the amount of annual dues, such amount to be uniform for all members for whom this agreement applies. Any changes to the dues structure shall become effective commencing with the first pay period occurring after the Employer has received thirty (30) calendar days written notification of the change. No more than one such change will be made during each twelve (12) months.

Section 3. The Employer will deduct from each allottee's pay the sum arrived at through the application of the following formula:

ANNUAL UNION DUES
26 (Biweekly Pay Periods)

and will transmit the total of such sums to the Secretary/Treasurer of IAFF Local F-100. The Union will provide to the Employer, in writing, the name and address of the Local's Secretary/Treasurer. The Employer will also furnish the Union, on a biweekly basis, a listing of the names of the members for whom dues have been withheld and the amounts withheld.

Section 4. The Partners hereto agree that deductions for the purpose of this agreement will be made only after all other deductions (CS retirement, income tax, bonds, etc.) have been made, and only when the amount sufficient to cover the entire amount is available.

Section 5. Voluntary Allotments for Dues Withholdings will be effective and irrevocable for a period of one (1) year from the date the allotment began. Thereafter, the allotment shall be revocable only upon the anniversary date of the current collective bargaining agreement between the Partners. Payroll deductions for union dues may be revoked or canceled in the following manner:

a. An employee may submit a Standard Form 1188 "Cancellation of Payroll Deductions for Labor Organization Dues", which is available from the Human Resources Office, either in person or by registered mail, to the Consolidated Civilian Personnel Office, not more than twenty (20) calendar days nor less than ten (10) calendar days from the end of the appropriate revocation period, as described above.

b. Upon notification by the Union, by official letter addressed to the Employer that the employee is no longer a member in good standing, payroll deductions will be canceled beginning on the first pay period which commences after the 30th calendar day after the Employer's receipt of the letter of notification.

c. Upon a personnel action which make the employee ineligible for payroll deductions, such deductions will be terminated at the beginning oi the first pay period on or after the effective date of such action.

d. Upon expiration or termination of this agreement.

Section 4. Lump-Sum Annual Leave Payments. Pursuant to 5 U.S.C. 5551, the Employer agrees that bargaining unit employees processing for retirement that are eligible for lump-sum annual leave payments will receive annual/vacation leave lump-sum payment that is equal to the pay the unit employee would have received had he/she remained in the federal fire service until expiration of the period of annual or vacation leave.

Section 5. Injury Compensation. An employee who is injured or suffers an occupational disease in the performance of his/her duties will be compensated in accordance with applicable rules and regulations. The Employer agrees to counsel the employee on the procedures for filing claims and the benefits to which he/she is entitled. The Employer agrees to process claims for injury compensation in accordance with rules issued by the 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 complete the appropriate form (CA-1 for injuries, CA-2 for occupational diseases in a timely manner. Injury claims should be reported within two (2) calendar days of the incident. If the employee is incapacitated and unable because of his/her injuries to complete the OWCP form, the action may be taken by someone acting on his/her behalf, including a family member, union official, representative or agency official. The form must contain the original signature of the person giving the notice....On the first day of any lost time accident, the Employer shall notify the Injury Compensation Clerk so that a claim under FECA can be initiated. The Employer will insure that any injury reports are provided promptly to BRO. Notification of an employee's supervisor concerning the employee's status will be the same as for sick leave. Employees will submit required OWCP forms as expeditiously as possible in order to aid in resolving their claim and work status.

Section 6. Light Duty. The Employer agrees to utilize, to the extent practicable, those unit employees who are medically restricted as long as their services can be used effectively and will not cause further harm to themselves or others, as certified by appropriate medical physician. The Employer shall make every reasonable effort to utilize bargaining unit employees within the Fire Department.

Section 7.. 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 died, because of firefighting activity, can be entitled to a monetary benefit. The Department of Justice, Bureau of Justice Assistance, Public Safety Officers' Benefits Division administers the program. Fire fighters are advised to keep potential claimants, i.e., spouses, children, and/or parents informed. A claim for death benefits must be filed within one year, and medical evidence may be required to support the claim. The Employer agrees to keep accurate records of all bargaining unit employees to ensure that all relevant/required information is maintained to date. The Employer and the Union will assist claimants.

ARTICLE 15 DURATION AND CHANGES

Section 1. This agreement, as executed by the Partners, shall remain in full force and effect for a period of three years from the date of its approval by the Office of the Secretary of the Defense. Thereafter, it will remain in effect for successive periods of one year, subject to approval by the Office of the Secretary of the Defense, unless either party notifies the other in writing at least ninety (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. By mutual consent of the parties, the Agreement may be opened for amendment at any time. In addition, if a change in law or regulation makes any provision of this agreement inoperative, a revision to this agreement may be required. In that case, the Employer will meet with the Union to work out the necessary changes. A request for revision of the Agreement by either party will be in writing and will include a summary of the basis of the request.

Section 3. The partners agree that no individual or group of individuals other than the partners, may agree to alter, vary, interpret, or modify the specific terms and conditions of this agreement. Any such agreements, interpretation or modification will be in writing and signed by the Partners in accordance with other provisions of this agreement.

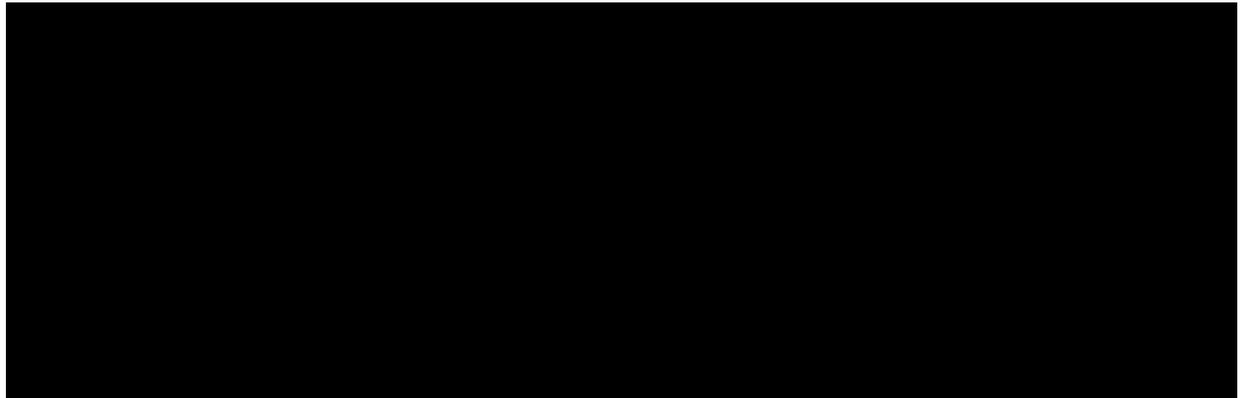
Section 4. All rights, privileges and working conditions enjoyed by the employer, the union and the bargaining unit employees at the present time, which are not included in this agreement, shall remain in full force, unchanged and unaffected in any manner, during the term of this agreement unless changed by mutual consent of the Partners or as required by law, rule and/or regulation.

In witness whereof the parties hereto have entered into this agreement.

For the Employer



For the Union



APPROVED BY THE DEPARTMENT OF DEFENSE ON JANUARY 17, 1996 TO BE EFFECTIVE JANUARY 17, 1996.