

# Commander Navy Region Northwest



**NEGOTIATED AGREEMENT  
BETWEEN  
COMMANDER NAVY REGION NORTHWEST  
AND  
INTERNATIONAL ASSOCIATION  
OF  
FIRE FIGHTERS**

**JANUARY 2009**

# TABLE OF CONTENTS

Article No.	Title of Article	Page No.
	PREAMBLE/WITNESSETH	2
	SUPPORT OF COMMON GOALS	3
1	RECOGNITION AND UNIT DESIGNATION	4
2	PROVISIONS OF LAWS AND REGULATIONS	5
3	MATTERS APPROPRIATE FOR CONSULTATION AND/OR NEGOTIATION	6
4	UNION RIGHTS & REPRESENTATION	8
5	RIGHTS OF THE EMPLOYER	11
6	RIGHTS OF THE EMPLOYEE	12
7	DISCIPLINARY AND ADVERSE ACTIONS	13
8	GRIEVANCE/ARBITRATION PROCEDURE(S)	16
9	LEAVE POLICY	22
10	WELFARE & MORALE	24
11	HEALTH AND SAFETY	26
12	DUES CHECK-OFF	30
13	FIRE DEPARTMENT TRAINING	32
14	PROMOTIONS/TEMPORARY PROMOTIONS AND DETAILS	36
15	POSITION DESCRIPTION & CLASSIFICATION	38
16	HOURS OF WORK	40
17	ULP INFORMAL COMPLAINT PROCESS	41
18	DURATION AND CHANGES	43

## PREAMBLE

This AGREEMENT is made by and between the United States Department of the Navy, Commander Navy Region Northwest, hereinafter referred to as the "EMPLOYER" and the International Association of Fire Fighters [IAFF] hereinafter referred to as the "UNION", hereinafter collectively referred to as the "PARTIES". *Whenever language in this AGREEMENT refers to specific duties or responsibilities of specific employee(s) or management officials or representatives, it is intended only to provide a guide as to how the situation may be handled. It is agreed by the PARTIES, that the Employer retains the right to assign work and to determine who will perform the function(s) assigned.* The PARTIES 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 settlement 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;

NOW THEREFORE, the PARTIES hereto agree within the intent, spirit and meaning of the Civil Service Reform Act of 1978, hereinafter referred to as the "ACT" and/or the "Statute" as follows:

## **SUPPORT OF COMMON GOALS**

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

**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 employees of the Puget Sound Federal Fire and Emergency Services, Commander Navy Region Northwest, Silverdale Washington; including, fire protection specialists, fire communications operators, emergency vehicle dispatchers, supervisory fire protection inspectors, GS-9, and supervisory firefighters, GS-8 and below.

Excluded are all professional employees, management officials, supervisors and employees described in 5 USC 7112(b)(2), (3), (4), (6) and (7) and any employees represented by another labor organization.

Note: At the time of signing this contract the organization title is Navy Region Northwest (NRNW) Fire and Emergency Services.

## **ARTICLE 2 PROVISIONS OF LAWS AND REGULATIONS**

**Section 1.** In accordance with the Federal Service Labor-Management Relations Statute, it is agreed and understood that in the administration of all matters covered by this AGREEMENT, the Employer and Employees are governed by existing laws, future laws and existing or future policies and regulations of appropriate authorities, such as Presidential Executive Orders, Comptroller General Decisions, Office of Management and Budget Issuance's, Office of Personnel Management policies and regulations, National Fire Protection Association (NFPA) Standards and Occupational Safety and Health Administration (OSHA) Standards, the Department of Defense, Department of Navy policies and instructions, NRNW Fire and Emergency Services policies, Standard Operating Procedures (SOP) and Standard Operating Guidelines (SOG).

**Section 2.** Upon request, the Employer will furnish the Union a copy of existing DOD, DON, Employer instructions and any regulation or law which involves personnel policies and/or practices and/or matters affecting working conditions of unit employees if it's normally maintained by the Civilian Personnel Office in the regular course of business and is reasonably available and not available to the union via internet access. The Employer agrees to place the Union on the distribution list to receive copies of all Employer Notices and Instructions pertinent to Civilian Personnel and matters affecting working conditions of unit employees.

**ARTICLE 3  
MATTERS APPROPRIATE FOR  
CONSULTATION OR NEGOTIATION**

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

**Section 2.** The point of contact for the purpose of consulting and/or negotiating on any issue regarding the administration or application of this AGREEMENT or changes to working conditions, policies and practices related to NRNW Fire and Emergency Service shall be the duly elected President or his/her designated representative for the Union and the Fire Chief, NRNW Fire and Emergency Services and/or his/her designated representative for the Employer. If neither of these officials is available, the Parties will ensure that a duly authorized representative will be present and have full authority to perform such functions. The point of contact for the purpose of consulting and/or negotiating on any issue or change that is initiated by NRNW, higher authority or other representatives of the employer will be the duly elected President or his/her designated representative for the union and the designated representative of the employer.

**Section 3.** For the purpose of this AGREEMENT, consultation 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 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.

**Section 5.** The Employer will notify the Union in writing of any and all changes to personnel policies, practices and matters affecting the general working conditions of bargaining unit employees not less than fourteen (14) calendar days prior to the intended implementation date. The Union will inform the Employer in writing within fourteen (14) calendar days of notification of the proposed change or issuance whether it intends to negotiate. If the Union does intend to negotiate the Union will submit its written proposals to the Fire Chief, NRNW Fire and Emergency Services within ten (10) calendar days of the date of notification of the union's intent to negotiate. The Parties will determine a date to commence negotiations and the persons to be involved. The Local Union President may request and be granted a meeting to discuss the proposed changes prior to the commencement of negotiations. Failure of the Union to request negotiations within the time limits shall constitute a non-request for negotiations and the Employer may implement its change(s). 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 limits.

**Section 6.** The Employer will furnish the Union, upon request, and to the extent not prohibited by law, data which is reasonably available and necessary for full and proper discussion, understanding and negotiation of subject within the scope of bargaining.

**Section 7.** Nothing in this Agreement will preclude the parties from meeting and discussing those issue(s) concerning this Agreement and other issue(s) of mutual concern that affect the overall operation of the Fire Department affecting bargaining unit employees. The Employer welcomes the Union's comments, views and opinions as it relates to these issue(s).

## 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 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 that are non-members of IAFF Local F-282 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 National Representatives of the International Association of Fire Fighters (IAFF) and the duly elected or appointed representatives of the Union. The Employer 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 the President of Local F-282 will be allowed 24 hours of official time per week during normal work hours that requires the President's attendance. Other Local F-282 officers and stewards will be authorized a reasonable amount of official time away from the job to perform their representational activities in accordance with 5 USC 7114. Attendance at meetings requested by the Employer will not be counted as part of the Union official's official time. Officers and stewards of the local will not misuse the provisions of this section to avoid mission requirements of the Employer.

**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 or impact on mission requirements. 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. Excused 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. The Union shall be allowed a reasonable amount of time for such excusal(s).

**Section 7. Use of Official Facilities.** The Employer agrees to continue to make facilities available for meetings of IAFF Local F-282. Such use will have no disrupting or distracting effect on the mission of the Employer.

**Section 8. Use of Office Space and Equipment.** The Employer agrees to provide space for the Union at each facility to conduct its official representational duties. In addition, the Employer will provide the Union with any necessary office furnishings. The Union will be permitted to utilize the Fire Department's computers, printers, fax machines and copiers. The Employer also agrees to provide the Union with a Bulletin Board in each Fire Station and to provide each bargaining unit member with an E-mail/internet account.

**Section 9.** 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. This orientation will be in person, will be brief (15 minutes). The Employer shall notify the Union of duty assignment and shift of all newly hired employees.

**Section 10.** The Employer agrees to consider Union representation on any standing Employer committees involving the mutual interests of bargaining unit employees and Employer. 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.

The parties shall formulate all Navy Region Northwest Fire and Emergency Services SOP's/SOG's through a SOP/SOG committee, as provided in SOG 1. If the committee is unable to reach a consensus on the new or revised SOP/SOG the Employer or Union may request to begin bargaining in accordance with Article 3.

**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 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 Employer 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 Employer during emergencies.

c. Nothing in this section shall preclude any agency and any labor organization from negotiating –

(1) At the election of the agency, 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 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 under this section by such management officials.

**ARTICLE 6  
RIGHTS OF THE EMPLOYEES**

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

**Section 2.** It is further agreed that the employees in the unit shall have, and shall be protected in the exercise of their right, freely and without fear of penalty or reprisal, to form, to join and assist the Union or to refrain from such activity pursuant to 5 USC 7102.

**Section 3.** The Union agrees to accept all eligible employees as members without discrimination as to race, color, religion, sex, or national origin.

**Section 4. Equal Employment Opportunity.** The Parties agree to cooperate in providing equal employment opportunities for all persons; to prohibit discrimination because of age, race, color, religion, sex, sexual preference 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 prejudice on the bases described in this section in implementing personnel policies, practices and matters affecting working conditions.

## ARTICLE 7 DISCIPLINARY AND ADVERSE ACTIONS

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

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

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

**Section 4.** Prior to initiating disciplinary action, the Employer will normally conduct a preliminary investigation into the matter. Such investigation may include a discussion with bargaining unit employees who are subjects of the investigation, and other bargaining unit employees who may have witnessed the events. Bargaining unit employees are obligated to cooperate fully and honestly during the course of such investigations. The Union's right to be represented during such investigative discussions is described in Article 4, Section 2 of this agreement.

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

**Section 6.** Disciplinary proposals will be timely. The Employer will make every effort to propose discipline as soon as possible after becoming aware of the incident. The employee or his/her designated representative will offer their written and/or oral reply to the disciplinary official within five (5) calendar days. However, this time limit may be extended by mutual agreement provided that a request for extension is presented prior to the end of the prescribed time limit.

**Section 7.** When the unit employee does not elect to have the Union represent him/her, the Union will be permitted to have an observer present at all adjudicatory procedures, such as hearings, inquiries, 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 unit employee and the Union may exercise their right to grieve disciplinary and/or adverse actions under provisions of this AGREEMENT, starting at Step 2. of the procedure (Article 8). 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 that the Employer relied upon to support his disciplinary action, in accordance with applicable laws, rules, and regulations.

**Section 10.** 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 11.** 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 12.** The PARTIES 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 13.** Nothing in this AGREEMENT prevents the Employer from considering "Last Chance Agreements" (LCA). Last Chance Agreements are instruments designed to permit an employee subject to an Adverse Action a last opportunity to demonstrate that he/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 an adverse action in order to give an employee a last chance to demonstrate successful rehabilitation.

## ARTICLE 8 GRIEVANCE PROCEDURE

**Section 1.** The purpose of this article is to establish a procedure for the prompt and equitable settlement of grievances. A grievance means any complaint by (a) any employee concerning any matter relating to the employment of the employee; (b) the Union concerning any matter relating to the employment of any employee; or (c) any employee, the Union, or the Employer concerning the effect or interpretation or a claim of breach of a collective bargaining agreement, or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment. This procedure shall be the exclusive procedure for resolving such complaints except for the following matters that 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 that does not result in the reduction in grade or pay of the employee.
- f. Removals for unsatisfactory performance under Section 4303 of the CSRA.
- g. An action terminating a temporary promotion.
- h. Oral admonishments and oral reprimands.
- i. Actions taken at the direction of the Office of Personnel Management or the Merit Systems Protection Board.
- j. Removal of temporary employees.
- k. Non-selection from a group of properly ranked and certified candidates.

**Section 2.** Unit Employee(s) utilizing this grievance procedure will have the right to be accompanied, represented and/or advised by a representative of the Union and be granted a reasonable amount of official time to prepare and present their grievance. In addition, an employee and/or group of employees have the right to

present and process a grievance under this procedure on their own behalf. When representation is requested, 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.

**Section 3.** If the employee(s), the Union or the Employer fails to elevate a grievance within the time limits prescribed within this procedure, the grievance will be considered terminated. However, time limits may be extended by mutual agreement provided that a request for extension is presented prior to the end of the prescribed time limit. Grievance decisions will be made as promptly as possible at each level of consideration described herein.

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

**Section 5.** Where several employees have submitted apparently identical grievances, the parties by mutual agreement, may opt to process one grievance applying any remedy granted to all grievants.

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

**Step 1.** The unit employee's grievance shall be filed in writing to the Battalion Chief. This shall be done within seven (7) calendar days of the incident or knowledge of the incident. Within seven (7) calendar days of the receipt of the grievance, the Battalion Chief shall meet with the employee and their representative to accept any evidence presented. The Battalion Chief shall make whatever investigation is necessary and shall give his written answer within fifteen (15) calendar days after notification of the grievance. The written grievance as a minimum will contain:

- a. The Grievant(s) name, duty assignment and work telephone number.
- b. The specific nature of the grievance, including the identification of the specific provision(s) of this Labor-Agreement alleged to have been violated and/or the provision(s) of any law, rule,

and/or regulation affecting conditions of employment alleged to have been violated.

- c. Evidence to support the grievance.
- d. The remedial action desired.
- e. The name, address and telephone number of the designated representative.

**Step 2.** If the grievance is not settled at Step 1, the grievance shall be presented to the Assistant Chief operations within seven (7) calendar days of the answer at Step 1. Within seven (7) calendar days of receipt of the written grievance, the adjudicating official shall meet with the aggrieved employee, his representative, and concerned management personnel to discuss the grievance. The grievance will be answered by the adjudicating official, within fifteen (15) calendar days after the close of the meeting. The answer to the grievance must be given in writing. A copy of the decision will be provided to the Union.

**Step 3.** If no settlement is reached at Step 2, the matter will be referred to the Fire Chief. The Fire Chief, or his designee, shall meet with the aggrieved employee, his representative, and concerned management personnel to discuss the grievance within ten (10) calendar days. The grievance will be answered by the Fire Chief within fifteen (15) calendar days after the close of the meeting. The answer to the grievance must be given in writing. A copy of the decision will be provided to the Union.

**Step 4.** If no settlement is reached at Step 3, the Union within thirty (30) calendar days may invoke arbitration pursuant to Section 12 of this Article.

**Note:** A grievance regarding disciplinary action shall be submitted at the step above the supervisor issuing the action.

**Section 8. Supporting Documentation and Evidence.** Evidence and supporting documentation, that is relevant to the resolution of the grievance, may be introduced at any step of the negotiated grievance procedure. For the purpose of this AGREEMENT, evidence includes but is not limited to both the oral and written presentation of facts. Individuals attending grievance meetings will be allowed official time for their normal scheduled workday or tour of duty.

**Section 9. Grievances between the Union and the Employer shall be processed in the following manner:**

- a. **Union Grievance Procedure.** The Union may initiate a grievance by submitting it in writing to the NRNW Fire Chief within fifteen (15) calendar days of the incident or knowledge of the incident. The Union President will meet with the NRNW Fire Chief within ten (10) calendar days of the written

submission, and the NRNW Fire Chief will render a written decision within twenty (20) calendar days after such meeting. If the decision is unacceptable to the Union, the matter may be submitted to Arbitration in accordance with Section 12 of this Article.

b. **Employer Grievance Procedure.** The Employer may initiate a grievance by submitting it in writing to the Union President within fifteen (15) calendar days of the incident or knowledge of the incident. The NRNW Fire Chief and the Union President will meet within ten (10) calendar days of the written submission, and the Union President will render a written decision within twenty (20) calendar days after such meeting. If the decision is unacceptable, the matter may be submitted to Arbitration in accordance with Section 12 of this Article.

**Section 10. Grievance Mediation.** At any step of this Grievance Procedure, the PARTIES may mutually agree to request "Grievance Mediation". If grievance mediation is requested, the PARTIES will jointly request the Federal Mediation and Conciliation Service (FMCS) and/or any other mutually agreed upon "Alternate Dispute Resolution Program" to participate.

If the PARTIES voluntarily reach agreement/settlement through grievance mediation, 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 ten (10) calendar days after participation in the grievance mediation process, the grievance will be set for binding arbitration pursuant to Section 12 of this article.

**Section 11.** Nothing in this AGREEMENT shall be so interpreted as to require the Union to represent a unit employee in processing a grievance, or to continue to represent him/her, if the Union considers the grievance to be invalid or without merit.

## **Section 12. Arbitration Procedure**

a. In the event the Employer and the Union fail to satisfactorily settle any grievance under the grievance procedure of this article as outlined in section(s) 7 and 9 above, then such grievance(s), upon written notice by the Party desiring arbitration, shall be referred to arbitration. Requests for arbitration will be submitted within thirty (30) calendar days after receipt of the decision rendered at Step 3 of the grievance procedure, or within fifteen (15) calendar days of the respondent's reply or failure to reply under Section 7 and 9, or within ten (10) calendar days from the conclusion of any grievance mediation meeting(s) under section 10 of this Article.

- b. 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.
- c. 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.
- d. The total cost of the arbitration shall be borne by the loser of the decision rendered.
- e. The arbitration hearing shall be held at a facility mutually agreed to by the PARTIES normally during the regular day shift hours of the basic workweek. The Grievant, not more than two (2) Union representatives, and witnesses who have knowledge of the circumstances and factors bearing on the case, if employees of the facility and otherwise in a duty status, shall be excused from duty to participate in the arbitration proceedings without loss of pay or charge to leave.
- f. 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.
- g. 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 [FLRA], under regulations prescribed by the Authority.
- h. Questions that cannot be resolved by the Employer and the Union as to whether or not a grievance is subject to arbitration under this AGREEMENT shall be referred to an arbitrator for decision.

## ARTICLE 9 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 on-duty supervisor when making a determination that an employee's services can be spared in connection with a request for annual leave. Unit employees will accrue annual leave in accordance with 5 USC § 6303. The PARTIES agree, to establish and maintain 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, Family Friendly Leave, Excused Absences, Compensatory Time, and Religious Compensatory time, etc.

**Section 2. Emergency Annual Leave.** When an emergency (a sudden or unforeseen situation that requires immediate action) necessitates an employee's absence, which could not be approved in advance, the employee shall notify the on-duty Supervisor, as soon as possible prior to the start of their schedule work shift. If the absence extends beyond one workday, the employee shall keep the on-duty Supervisor informed of the situation and probable date of return to work. The Employer will maintain a liberal leave policy in cases of illness or death in an employee's immediate family and shall grant annual leave, advance annual leave, sick leave or leave without pay in accordance with applicable regulations.

**Section 3. 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 pay the unit employee would have received had he/she remained in the federal fire service until expiration of the period of annual leave.

**Section 4. Sick Leave.** Unit employees will accrue and be granted sick leave in accordance with Section 5545 of Title V, USC. Employees of the unit who are unable to report for work because of an incapacitating illness or injury to themselves or to a member of their family shall notify by telephone, the appropriate on-duty supervisor in their assigned station as soon as possible prior to the beginning of their scheduled tour of duty. The employee or family member should state the reason for requesting the sick leave and indicate approximately how long the employee 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 PARTIES agree, to establish and maintain 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 10  
WELFARE AND MORALE**

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

- a. Living/Working facilities
- b. Adequate bedding including pillow cases, sheets and comforter, at the employee's request.
- c. Refrigerators and freezers for storage of employee's food.
- d. Cooking and eating utensils, including but not limited to: pots, can openers, coffee maker, toasters, microwave oven, broilers, glasses, plates, bowls, forks, spoons and knives.
- e. Dishwasher, washing machine & dryer.
- f. TV and DVD (for training and recreational purposes).
- g. Lounge Furniture.

The Employer agrees to extend the same considerations to the living conditions in the Fire Stations as is extended to other living quarters throughout Navy Region Northwest including utilities and/or appliances. Maintenance problems will be called to the attention of the senior fire supervisor on duty who will take the appropriate action to correct the problem.

In accordance with CNRNW Instruction 5100.0, the living quarters of all fire stations will be inspected on an annual basis for discrepancies in Federal Health & Safety Regulations. The Employer further agrees to initiate abatement to correct any discrepancies found within ten (10) calendar days.

**Section 2.** The Parties recognize 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.

**Section 3. Recreational Facilities.** Unit Employees shall be allowed to use recreational facilities for participating in a physical fitness program at no cost to the unit employees.

**Section 4.** The Employer agrees to discuss proposed changes and/or improvements to living spaces with the Union and agrees to consider the recommendations submitted by the Union. The Employer further agrees that the Union will be notified before approval is granted for any self-help project by bargaining unit employees to improve the fire station(s) facilities that would cause disruption in the use of existing facilities.

## **ARTICLE 11 HEALTH AND SAFETY**

**Section 1.** The Employer will assure that safe and healthful working and living conditions are provided for unit employees that are consistent with the provisions of applicable laws and regulations. To this end, the Employer agrees that the Employer's Fire Protection and Fire Prevention Program will comply with existing and future NFPA and OSHA Standards and/or 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 Parties and to report observed safety and health hazards to the Employer in accordance with applicable procedures. The parties understand that when appropriate the employer may designate a safety officer at responses.

**Section 2.** The Employer agrees to staff and operate all required Fire Apparatus pursuant to the provisions of higher authority law, rule, regulation, instruction and policy. Deviations from response and staffing standards must follow procedures prescribed by the Department of Defense or other standards that may be applicable. In accordance with Article 3 Section 5, the union shall be notified.

**Section 3.** Protective clothing furnished to unit employees will be in accordance with the requirements of 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 NFPA Standards 1500 (latest revision). The Employer agrees to replace protective clothing and equipment, when worn out in a proper manner, governed under local department Standard Operating Guidelines. Unit employees will not be required to share any part of his/her turnouts and/or protective equipment with another employee. For safety purposes, employees not provided personal protective equipment will not be required to participate in fire department responses.

**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 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 pursuant to applicable standards.

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. The Employer further agrees that any piece of

apparatus and/or equipment not in safe operating condition will be dead-lined until such time as the deficiencies are properly corrected.

**Section 5.** With the ongoing concern with the spread of infectious diseases, the Employer agrees to provide, for the protection of unit employees, disposable gloves, micro-shields, rubber aprons, and adequate eyewash for response at any type of medical emergencies where handling of the victim may be a cause for concern. The employer agrees that inoculation for infectious diseases will be available to bargaining unit members. The employer will maintain a record of all reported exposures.

**Section 6.** The Employer shall conduct an industrial health (Medical surveillance) program to assist all unit employees to maintain optimum health on the job. Unit employees shall be given medical and physical evaluations with emphasis on Cardiac and Respiratory Diseases in accordance with existing NFPA Standards (NFPA 1582) for the Firefighter occupation. The physical examination is to include, but not limited to EKG, Chest x-ray [per standards], Pulmonary Function, Urinalysis and Blood Work along with all other required medical exams to ensure the employee is in good physical condition. Employees shall cooperate with the Employer in the implementation of Employer's health programs.

The Employer agrees that after the initial medical physical by the Employer upon being hired, unit employees have the option of taking their physical by personal physician (at their own expense and on their own time) or the Employer's Designated Medical Personnel. The employee must bring in results of the physical to the Employer's Designated Medical Personnel thirty (30) days prior to their required physical. All Physical Examination results will be annotated on the appropriate Department of the Navy's forms. In addition, the Employer agrees, that all unit employees will be inoculated for all communicable diseases, pursuant to existing laws, rules and regulations.

**Section 7.** The Employer agrees that employees subjected to infectious diseases, hazardous substances, toxic fumes, epoxy paint, radiation, etc., shall be given an appropriate physical evaluation as soon as practicable after the exposure. The Employer will maintain an up-to-date Hazardous Materials and Infectious Diseases Exposure Record for all unit employees. The Employer agrees to provide the Union a copy of this record upon request. The Employer further agrees to notify the Union, in a timely manner of all recordable motor vehicle accidents and/or fire/medical emergencies that occur within the bargaining unit.

**Section 8.** The Employer will welcome suggestions from the Union and unit employees that offer practical and economically feasible ways of improving safety conditions in the Fire Department.

**Section 9.** In compliance with the intent of national consensus standards and OSHA regulations, fire protection personnel that perform operational firefighting functions are not permitted to have facial hair that may impede with the seal of the Self Contained Breathing Apparatus (SCBA). The employer agrees to provide annual SCBA fit testing of operational firefighting employees.

**Section 10. Physical Fitness.**

- a. The parties recognize the contribution of a physical fitness program to the overall health of firefighters. This vital program will require a minimum of one (1) hour per shift three (3) times per week mandatory participation in a physical fitness activity. This concept includes participation in non-contact sports. Examples of non-contact sports are aerobics, volleyball, racquetball, and baseball. Employees shall use all safety equipment required for the sport in which they are participating. Although defined as non-competitive, basketball is prohibited. If employees participate in a specific sport causes a noticeable number of injuries the parties will reconsider continued participation in that sport. Non-participation will be reviewed and handled appropriately by the Employer, normally the employee's supervisor. Any changes to the physical fitness program will be dealt with in accordance with Article 3.
- b. Unit employees returning to work from traumatic injury, OWCP, or extended periods of sick leave because of injury will require a doctor's approval to participate in the Fire Departments Physical Fitness program.

**Section 11. Rehabilitation During Emergency Operations.** The employer shall maintain an awareness of the condition of unit employees operating within their span of control during emergencies and ensure that adequate steps are taken to provide for their safety and health. Rehabilitation during emergency operations shall be conducted in accordance with Standard Operating Guidelines 102.20, Rehabilitation.

**Section 12.** The employer agrees to provide emergency medical and ambulance services at all working fires and any other health or life threatening situation/emergency involving unit employees.

## ARTICLE 12 DUES CHECK-OFF

**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 Payroll Office.

**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 as indicated by the Union. The Union will provide appropriate information via the electronic form available on the DFAS website. Upon completion of the electronic form, DFAS report will normally transmit the total of such sums to the Treasurer of IAFF Local F-282. If necessary, the Union will contact the Employer to assist with resolving issues with the report.

**Section 4.** The PARTIES 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 PARTIES. Payroll deductions for Union dues may be revoked or canceled in the following manner:

- a. A unit employee may submit a Standard Form 1188 "Cancellation of Payroll Deductions for Labor Organization Dues," which is available from the Payroll Office, either in person or by registered mail, to the 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 makes the employee ineligible for payroll deductions, such deductions will be terminated at the beginning of the first pay period on or after the effective date of such action.
- d. Upon expiration or termination of the AGREEMENT.

## **ARTICLE 13 FIRE DEPARTMENT 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 that are consistent with the needs of Employer's Fire Department and in accordance with applicable regulations. The Employer agrees to provide unit members with information concerning available fire fighting schools conducted by the Department of Defense, Department of the Navy, Federal State and County organizations. A reasonable effort will be made by the Employer to send employees to such schools at no cost to the employee. The PARTIES support this training and will encourage all unit employees to enroll in these courses for self-development and the good of the Federal Service. Training directed by the Employer shall be accomplished while the employee is in a duty status and with no cost to the employee. 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.

The PARTIES agree to encourage employees to take advantage of training and educational opportunities. The Employer may permit unit employees to attend training/education courses during their duty time without loss of pay or leave providing: the Employer has determined that the course is job related; the request has been submitted and approved in advance; and the employee can be spared from his/her regular duty assignment.

**Section 2.** The Employer agrees to provide and maintain a library consisting of fire prevention films, books, periodicals, Technical Orders, Trade Journals, etc. at each fire station. The library will be for employees' self-development and technological advancement. The Sub-Partnership Committee will identify what training material is necessary and relevant [to support the DOD Certification Program] and will take the appropriate action to order such material. In addition, the Employer agrees to maintain a modern DVD player and a Thirty-two inch or larger television at each station for training purposes.

**Section 3.** The Fire Training Officer shall provide counseling, training and guidance to all employees in an effort to assist them in remaining current in their assigned positions and for the purpose of assisting their career development.

**Section 4.** In accordance with applicable Instructions, the Employer will conduct an annual "training needs survey" to determine the group training needs and requirements of the Fire Department. The Union will be permitted to submit comments and recommendations regarding training needs to the Regional Fire Chief for consideration prior to completion of the annual "training needs survey." The Union will be supplied with a copy of the completed annual "training needs

survey" upon request. In addition, the Employer agrees to maintain complete training records for all bargaining unit employees. Copies of these training records shall be provided to the employee upon his/her request.

**Section 5.** Based on the results of the "Training Needs Survey", a "Continuing Education Program" shall be established for unit employees that relates to all aspects of Employer's Fire Protection/Fire Prevention Program. This continuing education program shall include, but is not limited to offering the necessary and/or relevant training (through outside sources) to unit employees on an as needed basis.

**Section 6.** Pursuant to DOD 6055.6-M all Fire Department employees are required to participate in the DOD Fire and Emergency Services Certification Program as a supplement to the GS-081 Job Series. Certification levels are the minimum qualification standards for the GS 081 positions. Individuals must be certified at these levels before being eligible for promotions, transfers, and certain details. Specific certification requirements for positions will be outlined in a locally established SOG. Certification requirements do not apply to the positions occupied by a DOD Fire Fighter on 31 May 2000. The PARTIES further agree that the Fire Department employees participation in the DOD Certification Program and the physical [practical] training course in and of itself, shall not be used to determine continued employment or standing in the Fire Department positions occupied by a DoD firefighters prior to 31 May 2000.

- a. Furthermore, the *PARTIES* agree that the professional competence of employees in the Fire Department are important in accomplishing both the mission of the Fire Department and the Federal career goals of the employee. To this end, the Employer shall provide relevant/required training and that employees shall be dedicated to self-improvement through active participation in these programs. Consequently, the *PARTIES* have agreed to fully support the Department of Defense [DOD] Fire and Emergency Services Certification program outlined in DODI 6055.6M and other relevant employee development opportunities.
- b. Obtain adequate funding to support the DOD Certification Program. Funding shall be provided for, but not limited to, learning facilities, training material, reference material, computer equipment, and training aids. The Employer agrees to provide the necessary facilities, training material, reference material, computer equipment and other training aids in order to support this program as mutually agreed to by the PARTIES.
- c. Provide policies/procedures designed to keep employees current and to give the employees the opportunity to be eligible for future promotions.
- d. It is agreed that a test of job knowledge provides a measure of job capability. Tests associated with the DOD Fire and Emergency Services Certification

Program will normally be given by true-false, multiple choice, matching and/or completion questionnaires whenever these forms are compatible with the objective of the test. Purpose of the test shall be made known and available study reference lists shall be made available. Written tests generated locally and not connected with the Certification Program will be given by true/false or multiple-choice questionnaires whenever these Programs will be given by true/false or multiple-choice questionnaires whenever these forms are compatible with the objective of the test. The purpose of the test shall be made known and available study reference lists shall be published.

- e. The employer has the right to train and assign work anytime during the tour of duty. However, “make work” training is discouraged and will not be assigned as punishment, reprisal or harassment. A monthly schedule will be established, posted and the Regional Fire Chief or his designee will approve all deviations. The Union will be advised in writing of the authorized designee. Changes may be required because of weather conditions (extreme cold, extreme heat, high humidity and high winds), available of facilities, etc. The Employer shall make the necessary arrangement to have an ambulance and crew on site during live fire training drills.
- f. In the event the ambulance and crew needs to respond to an actual emergency, the live fire training drill shall be terminated as quickly and safely as possible. To ensure that safe working conditions are provided to unit employees, such training shall not resume until such time as the ambulance and crew can be physically present on site.
- g. The Employer agrees to maintain and/or provide access to adequate facilities necessary to support the practical portion of the approved training programs.
- h. When an employee of the unit is assigned to any position in which the employee has had no previous or recent experience, he/she will be given a reasonable training period in which to become proficient.
- i. Job related training opportunities will be offered without regard to race, religion, color, creed, national origin, age, sex, political affiliation, Union affiliation or any other non merit factor.

**Section 7. Training Records.** The Employer will maintain training records on each Fire Department employee. Copies of these training records shall be provided to the employee upon his/her request within five (5) working days.

**ARTICLE 14**  
**PROMOTIONS, TEMPORARY PROMOTIONS AND DETAILS**

**Section 1.** When merit promotion procedures are utilized for filling unit positions, the promotion policy set forth in this AGREEMENT and Employer's Merit Promotion Plan and other applicable laws, rules and regulations shall apply. The Parties will continue to conduct an assessment program for positions where there are two (2) or more candidates.

**Section 2.** When filling unit positions under the Merit Promotion Program, Open Continuous Announcements (OCA) will normally be used. Announcements can be accessed from the CNRNW HRO website. The Employer agrees to provide the Union President notification for a minimum of ten (10) calendar days of any vacancy.

**Section 3.** Unit employees that are candidates for promotion shall be given the following information upon request:

- 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. Upon request, the employee's supervisor shall identify what areas, if any, the employee should improve to increase his/her chances for future promotions.

**Section 4.** The Employer agrees that details and temporary promotions to all vacant position 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, detail will be rotated among all qualified unit employees and temporary promotions shall be filled through competitive means pursuant to applicable regulations.

Any detail of more than thirty (30) days or any detail expected to continue for more than thirty (30) days shall be reported on appropriate documentation and be maintained as a permanent record in the employee's official personnel folder. Such details shall be given due consideration during the evaluation of an employee for promotion. The Employer will inform the person detailed of the reason for the detail and the nature of the detail, by providing a copy of the appropriate documentation to the employee and answering any questions by the employee pertaining thereto.

**ARTICLE 15**  
**POSITION DESCRIPTIONS AND CLASSIFICATION**

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

**Section 2.** The Employer agrees that each unit employee will be provided a copy of his/her official position description and any amendment(s) thereto. If changes are made to the official position description, the Director, Fire and Emergency Services and/or his designee will discuss the changes with the affected employee. Prior to meeting with the affected unit employee, the Employer agrees to notify the Union regarding the proposed changes to bargaining unit position descriptions prior to making the changes. To the extent that nothing shall interfere with the Employer's right to assign work, such discussion(s) will normally occur prior to making the changes. A copy of the amended position description will be provided to the Union and the affected employee(s) after it has been classified.

**Section 3.** If a unit employee believes that his/her position description does not properly describe the duties he/she is performing, he/she has the right to request, through his/her supervisor, that his/her work assignments be reviewed. If a satisfactory resolution of his/her complaint is not reached, the employee may grieve through the grievance procedure outlined in Article 8 of this AGREEMENT. It is understood that if the grievance goes to arbitration, the arbitrator may not classify the position.

**Section 4.** If a unit employee believes that the classification (title, series, or grade) of his/her position is in error, upon request, the employee will be furnished information on appeal rights and the procedures for filing an appeal. The Employer will also furnish the employee (appellant) with a copy of any forwarding letter or endorsement together with copies of all material furnished to the appellate authority. The employee may appeal through a representative designated in writing. The employee and his/her representative shall be granted a reasonable amount of official time to prepare his/her appeal.

**Section 5.** It is agreed and understood that a position description is a written statement of the duties and responsibilities assigned by the Employer to a position that defines the kinds and range of duties an employee may expect to perform during the time he/she remains in the position. The position description is not in itself an assignment of work. The phrase "other duties as assigned" in a position description shall refer to duties or assignments directly related to the employee's line of work and shall not normally exceed ten (10) percent of the total duties and

responsibilities of the position. It is understood that this does not interfere with management's right to assign work.

## **ARTICLE 16 HOURS OF WORK**

**Section 1.** The Employer in accordance with applicable regulations will promulgate the tour of duty for unit employees. The present work schedule (tour of duty) for Firefighters and Lead Firefighters are six (6) twenty-four hour tours of duty in a pay period.

**Section 2.** The tour of duty of Fire Prevention Inspectors shall normally be 56 hours per week.

**Section 3.** The Employer agrees that when changes in established work periods and tours of duty affecting unit employees become necessary, the Employer will consult and/or negotiate the impact and implementation of such proposed changes pursuant to Article 3 of this AGREEMENT.

## ARTICLE 17 ULP INFORMAL COMPLAINT PROCESS

**Section 1.** This Article sets forth procedures for processing unfair labor practice allegations under 5 USC 7116 before such allegations are formally filed with Federal Labor Relations Authority [FLRA] under its rules. The express intent of the parties is to facilitate informal discussion concerning alleged unfair labor practices and enhance the possibility of informal resolution thereof, before such allegations are formalized before a third party.

**Section 2.** The procedures set forth herein will be applied when either party alleges that the other party has violated a provision of 5 USC 7116; however, allegations involving Section 7116(b)(7)(A) are exempt from the Agreement.

**Section 3.** The procedure set forth in this Article shall not negate either party's right under 5 USC 71 to allege violations of section 7116 of that Title before the FLRA in accordance with its rules. However, where the parties execute a settlement agreement resolving a particular allegation, that allegation shall be precluded from further processing before the Authority.

### **Section 4. Procedures**

- a. Where a party to this Agreement believes that the other party has engaged in any act prohibited by 5 USC 7116, that charging party must notify the responding party of an intent to file an unfair labor practice charge with the FLRA. Such notification must be received by the responding party at least fifteen (15) days prior to the filing of such charge with the Authority.
- b. The Union President will contact the Human Resources Advisor (HRA) regarding specific concerns that could lead to the filing of an unfair labor practices as soon as possible after the issue becomes known to the Union. This will be done in writing. Use of e-mail is acceptable. In the event the HRA is not available, the Union President will contact the Naval Base Kitsap, Bangor Site Manager with their concern.
- c. The written notice must contain a clear and concise statement of the facts constituting the alleged unfair labor practice, including the time and place of occurrence of the particular acts, any supporting documentation, and the specific provisions of Section 7116 alleged to have been violated.
- d. The HRA will respond to the Union's concerns as soon as possible, but except for unusual circumstances, no later than fifteen (15) calendar days from the date of notice.
- e. When a discussion is held, a determination will be made as follows:
  - 1) The Issue.

- 2) Facts leading to the alleged ULP.
  - 3) Identity of the witnesses the charging party desires to be contacted.
  - 4) Arrangements for further discussion between the parties, including time frames.
  - 5) Recommended resolutions.
- f. The responding party may then fact find the case and develop information regarding the alleged ULP.
  - g. The party notified of an unfair labor practice allegation as provided in Subsection (a) of this section shall render a decision to the charging party within fifteen (15) calendar days of receipt of such notice. If the parties are unable to resolve the matter, or if the responding party fails to issue a written decision within the time limits provided herein, the charging party may then pursue the matter before the FLRA in accordance with its rules.
  - h. Time limits of the process may only be extended by mutual agreement of the Employer and the Union.

**Section 5. Time Limits.** Where the charging party becomes aware of an alleged unfair labor practice less than thirty (30) days prior to the expiration of time limits for filing an unfair labor practice charge concerning that allegation before the Authority, this Article shall not operate to prevent such timely filing with the FLRA. However, where such occurs as a result of lack of knowledge on the part of the charging party, written notice must be provided as soon as possible prior to the filing of the charge with the Authority.

## **ARTICLE 18 DURATION AND CHANGES**

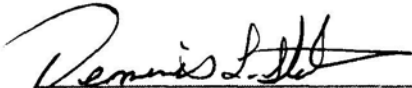
**Section 1.** This AGREEMENT, as executed by the parties, shall remain in full force and effect for a period of three (3) years from the date of its approval by the Office of the Secretary of the Defense and/or his designated representative. Thereafter, it will remain in effect for successive periods of one year, subject to approval by the Office of the Secretary of the Defense, unless either 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.** This AGREEMENT, except for its duration period as specified in Section 1, may be opened for amendment by either party at any time after it has been in force and effect for at least six (6) months. Any request for amendment by either party must be written and must include a summary of the amendment(s) proposed. The parties shall meet within fourteen (14) calendar days after receipt of such request to discuss the matter(s) involved. If the parties cannot resolve the matters presented, they shall proceed with negotiations. Negotiations shall be strictly limited to those matters previously presented by the parties as being appropriate. Such amendment(s) as agreed to will be duly executed by the parties, subject to approval by the Office of the Secretary of Defense.

**Section 3.** No agreement, alteration, understanding, variation, or modification of any terms or conditions contained herein shall be made and executed in writing between parties hereto and the same has been ratified by the Union and approved by the Employer.

**Section 4.** All rights, privileges and working conditions enjoyed by the Employer, the Union, and the unit employees at the present time, which are not included in this AGREEMENT, shall remain in full force unchanged and unaffected in any manner, during this term of this AGREEMENT unless by mutual consent of the parties or as required by law.

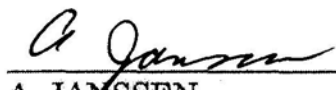
The Commander, Navy Region Northwest (the Employer) and the International Association of Fire Fighters, Local F-282 (the Union) have executed this written agreement on this 26<sup>th</sup> day of January 2009, as attested to by the signatures below.

  
DENNIS SHELINE  
President, IAFF Local F-282

  
JAMES A. SYMONDS  
Rear Admiral, U.S. Navy  
Commander

  
JAMES JOHNSON,  
Vice President, IAFF  
Chief Negotiator

  
JO ANN M. OLINGER  
Chief Negotiator

  
A. JANSSEN  
Business Agent

  
JOHN ARRUDA  
Fire Chief

  
BRUCE KRAMER  
Operations Chief