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## **PREAMBLE**

The Agreement is made by and between, Marine Corps Base, Camp Pendleton, California, hereinafter referred to as the "Employer" and the Federal Firefighters Association, Inc., Local F-85 of the International Association of Firefighters, AFL-CIO, hereinafter referred to as the "Union", and collectively known as the "Parties".

Partnership is defined as joint labor-management cooperation as described in Executive Order 12871 resulting in the progressive development and implementation of mutually agreed upon ideas. These ideas shall encourage a work culture that values all employees and fosters respect, trust, open communication and a commitment to partnership to improve working conditions and productivity thus creating a government that "works better and costs less."

The parties envision creating a new cooperative spirit of labor-management relations at MCB, Camp Pendleton through this agreement. They are mindful, however, that disputes cannot be eliminated totally. Thus, the focus of this Agreement is to encourage ongoing communication between employees and managers and to foster the resolution of labor-management disputes on an informal level. Accordingly, the parties agree on processes to expedite the resolution of disputes.

The parties envision a new atmosphere at the Fire Department where the Union and Management will work jointly in meeting the mission of the agency and where the parties will assist each other in creating a workplace to serve as a model for the Department of Navy. Treating everyone with dignity and respect, eliminating all forms of discrimination and prejudice, and encouraging full employee involvement are key aspects of the model workplace that the parties are striving to create.

The parties recognize that it is in their mutual interest that both institutions, Management and the Union be strong and viable. Therefore, both parties are committed to carrying out the letter and spirit of this Agreement and to building and maintaining a good working relationship.

**WHEREAS**, the purpose of the labor/management process is to make us more effective as an organization, the focus of our effort is the total commitment to the quality of our services -- internally and externally; and

**WHEREAS**, the labor/management process assists in planning policy and procedures as well as resolving a variety of problems/issues that arise; and

**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 and safeguards the public interest, contributions to the effective conduct of public business, and facilitates and encourages the amicable settlements of disputes between employees and their employers; 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

-Good, open relationships between the Chief Officers, Base Managers and Union Representatives, including early communications, are very important to the process (both ways).

-The focus of all parties involved should be to maintain people's positive behavior and performance and to ensure due process and just cause.

**NOW THEREFORE**, the Parties hereto agree within the intent, spirit and meaning of Public Law 95-454, the Civil Service Reform Act of 1978, hereinafter referred to as the "Act" and/or the "Statute" as follows:

## **ARTICLE 1 RECOGNITION AND UNIT DESIGNATION**

**SECTION 1.** The Employer hereby recognizes that the Union is the exclusive representative of all graded civil service fire protection personnel of the Marine Corps Base, Camp Pendleton, California, and Mountain Warfare Training Center, Bridgeport, California, except those specifically excluded from the Unit as defined in Section 2.

**SECTION 2.** The Unit to which this Agreement is applicable is composed of all graded civil service fire protection personnel of the Fire Department, Marine Corps Base, Camp Pendleton, California, excluding the following:

- a. Any management official or supervisor as defined by Title VII of PL 95-454.
- b. Employees not classified as fire protection personnel.

## **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, 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, NFPA and OSHA standards, the Department of Defense policies and instructions, the Marine Corps and

Navy policies and instructions, Camp Pendleton's policies, regulations and orders, and Standard Operating Procedures developed by the Parties.

**SECTION 2.** Upon request, the Employer will furnish the Union a copy of existing DoD, DoN, Marine Corps and Camp Pendleton instructions and orders, policies and regulations of laws which involve personnel policies and/or practices and/or matters affecting working conditions of units employees normally maintained by the Human Resources Office in the regular course of doing business pursuant 5 USC 7114(b)(4). The Employer agrees to place the Union on the distribution list to receive copies of all MCB Camp Pendleton Base Orders and instructions pertinent to Civilian Personnel and matters affecting working conditions of unit employees.

**SECTION 3.** The Parties agree that it is advantageous for each member of the bargaining unit and each manager and/or supervisor to have a copy of this Agreement. To this end, the Union will provide a copy of this Agreement to each unit employee. All the costs and arrangements for the printing and assembling of this document will be bore by the Union. Further, an additional fifty (50) copies of this Agreement will be furnished to the Employer for their use.

### **ARTICLE 3 RIGHTS AND RESPONSIBILITIES OF EMPLOYEES**

**SECTION 1.** Pursuant to 5 USC 7102, 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, which includes:

- a. 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.
- b. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees in the unit.
- c. Nothing in this Agreement shall require an employee to become or remain a member of a Union, or to pay money to the organization, except pursuant to voluntary, written authorization by a member for the payment of dues through payroll deduction.

**SECTION 2.** An employee has the right and an obligation to bring work related matters of personal concern directly to the attention of his immediate supervisor or other appropriate officials of the Employer.

## **ARTICLE 4 RIGHTS OF THE EMPLOYER**

**SECTION 1.** In accordance with the Statute, nothing in the Agreement shall affect the authority of the Employer--

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

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

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

(b) Any other appropriate source; and

(4) To take whatever actions may be necessary to carry out the mission of Camp Pendleton's Fire Department during emergencies.

## **ARTICLE 5 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-union members of the IAFF Local F-85 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 personnel policy, practice or other general condition of employment; or any examination of an employee 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 and the employee requests representation.

**SECTION 3.** The Employer agrees to recognize the duly elected and/or appointed Officers of IAFF Local F-85. In addition, the Employer agrees to recognize thirteen [13] Stewards. To this end, there will be one [1] primary Steward assigned at each of the Fire Station [excluding

Station 10], one [1] Steward-at-Large assigned for each shift [A & B] to act in the absence of the primary Steward, one [1] Steward assigned in the Dispatch Center and one [1] Steward assigned to the Bridgeport MWTC Fire Department. The Steward-at-large will notify the Division Chief of the need to perform representational duties at a Fire Station other than the station to which assigned. The Union agrees to submit to the Employer within Ten (10) calendar days of election and/or appointment, a complete list of Officers and Stewards and to update the names as changes occur. In addition, the Union will publish and post in each Fire Station semi-annually the complete updated list of Union Officers and Stewards.

**SECTION 4.** Authorized and properly identified non-employee Union Representatives may visit the Marine Corps Base, Camp Pendleton, for the purpose of conducting official labor-management business. Permission to enter Fire Department work areas will be obtained from the senior Fire Department officer on duty. Contact with Fire Department employees who are in a duty status will be limited to business in connection with responsibilities of the Union under the provision of Title VII of PL 95-454 and terms of this Agreement. Upon completion of business, check-out will be accomplished through the senior Fire Department Officer on duty. Union representatives who are officers of Local F-85 may obtain a union official pass from the Human Resources Office which authorizes admittance to Marine Corps Base, Camp Pendleton, California, for a stated duration (not to exceed one year, but subject to renewal).

**SECTION 5.** The Employer agrees to authorize Officers and Stewards of the IAFF Local F-85 a reasonable amount of official time away from the job to perform their representational activities pursuant to the terms and conditions of this Agreement and in accordance with 5 USC 7102 and 7131. In addition to the foregoing, the Employer agrees to provide the duly elected President a block of official time for handling administrative representational duties and responsibilities. To this end, the President shall be authorized a block of official time not to exceed 130 hours per leave year. Official time is not authorized for such activities as solicitation of membership, collection of employee's dues, campaigning for offices, or other matters pertaining to the internal business of the Union. However, requests for additional time may be submitted and reviewed on a case by case basis.

**SECTION 6.** The Union recognizes its responsibility to ensure that Representatives do not abuse their authority by unduly absenting themselves from their assigned work areas and that they will make every effort to perform their authorized functions in an expeditious manner. To this end, the Union agrees that prior to performing appropriate business described in Section 5 above Officers and Stewards shall first request permission from their 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 7.** The Employer agrees that upon advance written request, Union Officials may be granted administrative excusal in conjunction with attendance at conferences, conventions, training sessions on labor relations matters, and for lobbying provided the Union official's services can be spared and such activity 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 Union Representative's participation. The Union will provide a detailed agenda with information on the material to be covered in the training session at least three (3) weeks in advance of the date of the requested administrative excusal. Such excusal[s] shall not exceed a total of seven (7) twenty-four hour shifts (or 168 hours) in a calendar year. Leave may be taken in increments of less than 24 hours.

**SECTION 8.** The Employer agrees to continue providing office/meeting space for the IAFF Local F-85 on the 2nd Deck in the 22 Area Fire Station. In addition, the Employer agrees to provide the following: a telephone with one (1) line with access to the base operator for the purpose of making official long distance calls, computer with MCB, Camp Pendleton E-Mail capability. The Employer will provide the Union Bulletin Board space in each Fire Station for the purpose of posting Union Information as it relates to unit employees.

**SECTION 9.** Upon written request from the Union, employees in the unit representing the Union shall be granted leave and/or leave without pay consistent with regulations and workload requirements to perform official union business. Such requests will be in increments of one year or less. No more than one unit employee at a time will be granted leave and/or leave without pay to serve in the above capacity.

**SECTION 10.** Consistent with regulations and workload requirements, the Employer agrees that Annual Leave or Leave Without Pay will normally be granted to a unit employee who has been elected or appointed as an official delegate to attend a Union function which has been determined to be of mutual benefit to the Union and the Employer. The Union agrees to furnish written advance notification of the function and employee designation to the Employer.

**SECTION 11.** In order to provide closer coordination between the Parties, it is agreed that the unit member serving as Union President will normally be assigned to the Headquarters Fire Station (22 Area).

## **ARTICLE 6**

### **MATTERS SUBJECT TO CONSULTATION AND NEGOTIATIONS**

**SECTION 1.** Pursuant to Executive Order 12871 it is agreed and understood that matters appropriate for consultation and/or negotiations will be in accordance with this agreement and the Act. In addition, the Employer agrees to negotiate over matters covered in 5 USC 7106(b)(1).

**SECTION 2.** The Employer agrees that before making a change to existing policies and/or working conditions, a copy of the draft policy and/or change(s) to working conditions will be provided to the Union along with the intended implementation date [if known]. The Union may, within fourteen [14] calendar days after receipt of the proposed change[s], request that the Employer bargain or consult on the negotiable changes. Such request 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 the negotiations with the Union are completed and agreed to by the parties, unless a compelling need exists.

**SECTION 3.** Either party having the requirement to consult/confer and/or negotiate regarding issues provided for in Section 1 above shall give notice to the other including a statement of the subject matter to be address and the problem and/or reason for the need to consult/confer and/or negotiate.

**SECTION 4.** The point of contact for the purpose of consulting and/or negotiating on any issue regarding the administration or application of the Agreement shall be the duly elected President or his/her designated representative for the union and the Fire Chief and/or his/her designated representative for the Employer. If either of the officials are unavailable, the Parties will insure that a duly authorized representative will be present and have full authority to perform such functions.

## **ARTICLE 7 LABOR-MANAGEMENT COOPERATION**

**SECTION 1.** The Employer and the Union recognize the value of partnership as a way of conducting business. The Employer and the Union have established a Labor-Management Partnership Council (LMPC) for Marine Corps Base Camp Pendleton pursuant to Executive Order 12871. The Employer recognizes the Union as a full participant of the LMPC. The Union as a signatory of the LMPC has agreed to discuss issues which better serve Marine Corps Base, Camp Pendleton's customers, mission and employee needs, including items of general interest affecting the whole work force. In addition to the foregoing, the Employer and the Union agree to establish and maintain a Policy Review Board (PRB) within the Camp Pendleton Fire Department based on the principles of Executive Order 12871. The Fire Department PRB will allow the parties to become full participants in identifying problems, areas of concern, and changes to working conditions within the Fire Department and to develop

viable solutions to these problems so that the Fire Department's mission can be accomplished in a cost effective and efficient manner.

**SECTION 2. Policy Review Board (PRB).** The PRB will be comprised of five (5) representatives from Management and two (2) representatives from the Union. Each party will select their own representatives. The PRB will utilize the services of a facilitator. The parties agree to utilize Process Action Teams (PAT)s as needed to provide recommendations to the PRB. The PRB shall determine the size of the PATs and their organizational location within the Fire Department. The parties will select their own representatives for each PAT. The PRB will develop charters which provide the mission, goals and objectives for the PATs. The PRB will meet on a monthly basis and/or as needed. The PRB will meet with respect to personnel policies and practices and matters effecting working conditions; share information, discuss issues with a sincere resolve to understand the others' point of view; consider such matters as the application, interpretation and implementation of rules, regulations and policies; and to facilitate early resolution of conditions that have the potential for creating misunderstandings. The members of the PRB and PATs will be provided advance notice of agenda items, meeting dates and times. The PRB and all PATs will be required to maintain minutes of all meetings.

**SECTION 3.** Fire Department personnel may submit new ideas or suggestions to the Policy Review Board. These ideas/suggestions will be added to the next meeting agenda. The PRB Coordinator will normally be the Deputy Chief. The role of the PRB Coordinator will be to receive new ideas/suggestions, coordinate meetings, prepare agendas, prepare and distribute meeting notes as appropriate and perform other administrative duties as determined by the PRB. All decisions reached by the PRB will be reduced to writing, signed by all members and will be forwarded to the Fire Chief for his review and action.

**SECTION 4.** The PRB and all PATs will operate on the decision making process of consensus. Consensus means that the PRB and all PAT members will have equal access and that decisions reached must have agreement by all members.

**SECTION 5.** When it is the consensus of the PRB that the issue should be decided at a higher level, the issue may be submitted to the LMPC or appropriate authority having jurisdiction via the Fire Chief .

## **ARTICLE 8 HOURS OF WORK**

**SECTION 1. Tour of Duty.** The tour of duty for Fire Department Personnel will be promulgated by the Employer in accordance with applicable regulations. The Employer agrees to notify the Union of any changes to the existing tour[s] of duty and will negotiate such changes pursuant to this Agreement

a. The present tour of duty for Fire Protection personnel is six twenty-four hour tours of duty in a pay period. Regular Days Off [RDO] assigned to each unit employee for the purpose of balancing the 144 hour tour of duty in the pay period will be administered by rotating the RDO. The normal work schedule for Fire Protection personnel shall be from 0730 to 0730, twenty-four consecutive hours of duty and shall normally consist of eight hours of work and sixteen (16) hours of standby [sleeping and eating] time. Normally, Fire Protection personnel will secure from work to standby status at 1700 hours. For the purpose of this Article actual work and stand-by status is defined as follows:

(1) The time period when Fire Protection personnel are considered to be performing "actual work" includes but is not limited to those periods of time in which they may be required to stand roll call, dispatch duties, inspecting and maintaining fire apparatus and fire suppression devices located throughout the activity, inspecting buildings and areas, giving and receiving job related training, being present at meetings and formal gatherings, being present at "hot work" and other types of operations where the danger of fire or other related emergencies is present, preparing and maintaining reports and other times, suppressing fires and conducting operations connected therewith, housekeeping, physical fitness, preparing for and standing inspections, monitoring the work of others, and performing other job related duties assigned by the Employer.

(2) Fire Protection personnel are considered in "Stand-By" status only at times when he/she is not required to perform actual work as described above and is free to eat, sleep, read, listen to radio, or engage in other similar pursuits.

(3) If the Employer has the need to schedule "actual work" as described in section 1a (1) at times other than the "core work hours", the Employer will ensure that equal amounts of stand-by time will be permitted during designated hours of work.

b. The normal work schedule for Fire Inspectors shall consist of eighty [80] hours per pay period. Fire Inspectors may utilize the compressed or alternate work schedule [AWS], known as 5 -4/9 pursuant to Base Order 12610.1G [Latest Revision].

c. The normal work schedule for Emergency Communication Operators will be seven (7) twelve (12) hour shifts in a pay period.

## **SECTION 2. Pay Entitlements**

a. The Employer agrees to compensate all unit employees for all hours worked, any scheduled and/or unscheduled overtime worked and/or any additional pay entitlements pursuant to existing laws, rules and/or regulations. In the event a pay discrepancy involving a [any] unit employee[s] is alleged, the Employer will make every reasonable effort to assist the unit employee[s] in arriving at an equitable solution.

b. All unit employees will be paid biweekly. To this end, all pay checks will be provided to unit employees via Direct Deposit/Electronic Fund Transfer to a financial institution of the employee's choice. Unit employees not currently utilizing the Direct Deposit/Electronic Fund Transfer method, will have six [6] months from the effective date of this Agreement to comply with this provision. The Employer agrees to provide these unit employees with the proper information/ paperwork necessary to comply with this section.

**SECTION 3.** In the event that unit personnel are relocated to other stations because of short engine companies, unit employees may be permitted to drive their private vehicles to the other duty station for personal convenience at no expense to the Employer. Government transportation may be provided on an availability basis.

**SECTION 4.** It is understood that all personnel will report for duty at such location as assigned by an appropriate management official. Employees required to use POV to relocate from their assigned fire station, after the beginning of their regular scheduled work shift, shall be paid mileage in accordance with applicable regulations. Employees who are required and authorized by the Employer to utilize their privately owned motor vehicle while on official travel will be reimbursed in accordance with applicable rules and regulations. Requests for reimbursement must be returned to the Employer within three (3) working days of the date of the travel.

## **ARTICLE 9**

### **EXCHANGING AND/OR CHANGING TOURS OF DUTY**

**SECTION 1. TRADING OF TIME.** It is understood and mutually agreed to by the parties that the common practice of "Trading of Time" between Bargaining Unit Employees to substitute for one another on regularly scheduled tours of duty (or some part thereof) in order to permit an employee to be absent from work to attend to personal pursuits will be permitted. The following criteria are to be met for trading time:

a. The trading of time is voluntarily arranged by the employees participating in the program and subject to prior approval of the Employer.

b. The reason for trading time is due, not to the employer's business operations, but to the employee's desire to attend to personal matters.

- c. Employees using trading of time will have the same qualifications. Employees reporting for duty are to report to the appropriate on-duty supervisor for assignment. If the trading of time occurs during the work shift, a complete and explicit turnover of duties and responsibilities will be made between the off-going and the on-coming employees at that time.
- d. Such exchanges shall not result in either employee working more or less than his/her total scheduled duty hours during a pay period or create a situation in which one or both employees would be entitled to additional compensation of any kind.
- e. Employees who wish to trade time will normally submit written requests to the appropriate on-duty supervisor one pay period in advance. The request will specify the exact dates and time to the trade. The supervisor will approve/disapprove the request and maintain a record of all time traded. Disapproval's, with justification, will be provided in writing upon request of the employee. An accurate record of all trades will be maintained.
- f. All trades will be paid back within the same pay period.
- g. Maximum trading time will not exceed 24 hours per trade per administrative work week.

**SECTION 2. EARLY RELIEF.** The Parties recognize that "early relief" contains benefits that favorably affect both the Employer and the employees. It is agreed that early relief will be administered in the following manner:

- a. All early relief will be voluntary in nature.
- b. Early relief will not be effected prior to one hour before the scheduled start of the regular shift.
- c. Early relief will be conducted in a manner where employees will relieve those of equal qualifications, e.g., a driver may relieve a captain, if the driver is to be in the acting captain capacity.
- d. Early relief is subject to supervisory approval.

**SECTION 3. CHANGING AND/OR EXCHANGING TOURS OF DUTY.**

- a. **Employer Changes to Established Work Schedules.** The Employer retains the right to change RDO's and/or transfer unit employees between shifts and/or station[s] to meet mission requirements. When it is necessary to adjust RDO's and/or transfer unit employee(s), the Employer will consider qualified volunteers. The Employer agrees to notify unit employees of changes in workdays and/or shift as far in advance as practical, normally one (1) pay period prior to the change.

**b. Employee Requests for Transfer.** The Employer agrees to accept written requests from unit employees for lateral transfers between shifts and/or stations within the Fire Department. In such cases, the following procedures shall apply:

(1) A unit employee desiring to transfer may submit a written request addressed to the Deputy Fire Chief via the appropriate chain of command. Requests for transfer shall be taken into consideration sixty [60] calendar days prior to the close of each rating period and after being assigned on the shift and/or at the station for a period of one [1] year. Vacancies that may occur throughout the Fire Department at times other than at the end of the rating period may be filled utilizing the transfer request[s] that are currently on file. If no requests are on file, section 3a of this Article shall be utilized.

(2) Two unit employees of equal grade who are serving in the same position description may request an exchange of duty shift[s] and/or station[s]. Such request shall be signed by both employees and submitted via the appropriate chain of command to the Deputy Fire Chief.

(3) The Employer agrees to give good faith consideration to request for transfer submitted under this Article.

(4) Normally, unit employees will be given one (1) full pay period notice before being transferred.

(5) Employees in a probationary and/or trial period are exempt from utilizing the terms and conditions of this sub-section until their probationary and/or trial period is completed.

**c. Employee RDO Exchanges.** It is understood and mutually agreed to by the Parties that the common practice of "Trading RDO Days" between employees in order to permit an employee to be absent from work to attend to personal pursuits will be permitted. The following criteria are to be met for trading of RDO days:

(1) The trading of RDO days is voluntarily arranged by the employees participating in the program and subject to prior approval of the Employer.

(2) The reason for the trade is due, not to the Employer's business operations, but to the employee's desire to attend to personal matters.

(3) Employees may exchange their RDO days upon submission of a trade time slip to the appropriate on-duty supervisor.

(4) Employees who wish to trade RDO days will normally submit written requests to the appropriate supervisor one pay period in advance. The request will specify the exact dates of the trade. The supervisor will approve/disapprove the request and maintain a record of all RDO days traded. Disapprovals, with justification, will be provided in writing upon request of the employee. Exchanges will only be permitted in the same pay period. The supervisor will review the trade request for completeness upon receipt and only when everything is in order will the request be approved. All trading of RDO day request forms, whether approved or disapproved, will be retained as part of a permanent record.

(5) Employees trading RDO days will have the same qualifications. Employees reporting for duty are to report to the appropriate supervisor for assignment.

(6) Such exchanges shall not result in either employee working more or less than his/her total scheduled duty hours during a pay period or create a situation in which one or both employees would be entitled to additional compensation of any kind.

**d. Unoccupied RDO Days.** The Parties agree that the unoccupied regular day off (RDO) in each engine company may be used by a member of that engine company upon approval and based upon the commitment to work his regularly scheduled RDO within the same pay period. All requests should be made to the employee's immediate supervisor at least one pay period prior to the effective date of the requested RDO.

## **ARTICLE 10 LEAVE POLICY**

### **SECTION 1. Annual Leave.**

a. 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 employee's services can be spared in connection with a request for annual leave. Unit employees shall accrue and be granted annual leave in accordance with 5 U.S.C. 6303. Charges for annual leave will be in one hour increments. Fire Captains may grant annual leave to only one unit employee per engine company at any time. When a full six [6] man engine company would normally be on duty, the Division Chief may grant leave to a second employee. Any other employee from an engine company in which a employee has been granted leave must have his leave approved by the Division Chief. In cases where annual leave is not approved, the employee may request a copy of the leave slip [SF 71], annotated as to the reason for such action.

b. The Employer retains the right to cancel or reschedule leave in emergency situations and other unforeseen circumstances that require change in working schedules.

c. Requests for absence or leave pertaining to matters not covered by the Agreement will be considered and approved in accordance with existing applicable laws or regulations. Examples of such matters include but are not limited to; court leave, jury duty, leave without pay, excused absences, military leave, family friendly leave, and compensatory time.

**SECTION 2. Emergency Annual Leave.** Every unit employee is responsible for maintaining regular attendance and for ensuring that the employer is informed of any absence from each scheduled shift. 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 normally notify the on-duty Division Chief, 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.

**SECTION 3.** It is agreed that, during severe weather conditions, when MCBCP is officially closed and all employees (except emergency personnel) are given administrative leave, unit employees shall be given consideration. If they are late reporting for work, because of road conditions and distance to travel, at a time when the base has been officially closed, they shall be given administrative leave based on the merits of the employee's case.

**SECTION 4. Sick Leave.** All unit employees should be fully aware of the value and benefit of sick leave as a bank account against unforeseen injury or illness and in conserving sick leave for a situation of real need. The problem of sick leave absenteeism is a serious and costly one to the Navy/Marine Corps and requires consideration by all supervisors and employees. The Union, therefore, agrees to support the Employer in efforts to discourage unwarranted or improper use of sick leave.

a. Unit employees shall accrue and be granted sick leave in accordance with 5 USC 6307. Charges for sick leave will be in one hour increments.

b. Employees of the unit who are unable to report for work because of an incapacitating illness or injury shall normally notify by telephone, the appropriate on-duty supervisor in the station prior to the start of their scheduled tour of duty. In cases of persisting illness or incapacitation, employees have an obligation to keep their supervisors informed on a current basis of their expected return to duty.

c. Unit employees shall be required to furnish a medical certificate to substantiate a request for approval of sick leave when sick leave exceeds three consecutive work shifts. In lieu of a medical certificate, the unit employee's signed statement explaining the nature of the illness or injury may be accepted when it is unreasonable to require a medical certificate.

d. Unit employees have the right to use sick leave for medical, dental, optical or similar examinations or treatments when appointments for such examinations or treatments cannot be arranged outside their work hours. [Employees shall make every effort to schedule non-

emergency medical, dental and optical examinations and treatments outside the normal duty hours when possible].

e. The Employer agrees that when a unit employee becomes seriously ill or is seriously injured while on duty, the employee's next of kin will be notified as soon as practicable. The Employer agrees to provide transportation to the proper medical facility when a unit employee becomes seriously ill or injured. Employees who are sent home sick by the Industrial Medical Officer for a specified number of days shall not be required to furnish an additional doctor's certificate to substantiate sick leave for the stated period. This should not be construed, however, to mean that the employee should not see his own personal physician in such situations.

f. An employee may request to use annual leave or leave without pay in lieu of sick leave. Use of any leave is contingent upon the supervisor's approval.

## **ARTICLE 11 PROMOTIONS**

**SECTION 1.** The Parties agree that all promotions will be made in accordance with all applicable rules, regulations and Orders as established by Marine Corps Base, Department of the Navy, other directives of higher authority, and all supplemental or subsidiary agreements including this one.

**SECTION 2.** Any proposal by the Parties to alter the Merit Promotion Plan for unit members will be presented for bargaining/consulting as appropriate.

**SECTION 3.** Certain actions are exceptions to the Merit Promotion Program. Typical examples include but are not limited to:

a. Promotion of employees who have held higher or equal graded positions on a permanent basis to positions for which they meet or exceed qualifying standards.

b. Placement actions required by the Priority Placement Program, Displaced Employee Program, Re-employment Priority Program, or Priority Consideration Placement Actions when the technical nature of the action would be "promotion".

c. Promotion of trainees or understudies as specified in the Base Merit Promotion Plan.

**SECTION 4.** Temporary promotions will normally be utilized when it is expected that the need for the temporary services will last for an extended period of time. Details may be utilized for the purpose of meeting short term temporary needs of the Fire Department. Details and temporary promotions will be made and recorded in accordance with regulatory requirements

of BO 12340.1 Selections for temporary promotions will be made from eligible and qualified personnel. Candidates on current appropriate registers, if existent, will be afforded first opportunity for temporary promotions.

**SECTION 5.** The Employer agrees to post on all Fire Department official bulletin boards, copies of Fire Department promotional opportunities and amendments issued by the Employer for five (5) administrative workdays prior to the closing date for filing applications. Such announcements shall state the minimum qualifications necessary for an eligible rating and the procedures to be followed in making application for such positions.

**SECTION 6.** The parties agree to encourage employees who meet the qualification requirements as specified in a promotion announcement to submit applications in response to such announcements.

**SECTION 7** The Employer will ensure that the experience and qualifications of all applicants are evaluated against standards issued or approved by the office of Personnel Management.

**SECTION 8.** The Employer agrees to inform all candidates of the following:

- a. Whether or not they were found to be qualified;
- b. Whether or not they were in the group from which selection was made;
- c. Upon request, who was selected;
- d. Upon request, in what areas, if any, they can improve their chances for future selection.

**SECTION 9.** It is agreed that when vacant positions are filled under the Merit Promotion Program, noncompetitive consideration will be given to those applicants who have formerly held such positions on a permanent basis. Exceptions to this consideration are those that were demoted for reasons stemming from personal cause, or through performance based actions.

**SECTION 10.** Merit Promotion procedures will be conducted to determine the best qualified candidate from a list of eligibles. All evaluation methods will be administered so as to determine knowledge and skill levels on the cumulative basis up to the closing date of the vacancy announcement. Evaluation scores will be derived from a combination of the administered assessment board, academic achievement and acquired professional certifications. Each of the factors outlined in the following subparagraphs will count toward the final score.

- a. The type of oral evaluation shall be the responsibility of the Fire Department Officers. The Union President, or the designated union representative, will be consulted with regard to content and pertinence of oral evaluation.

b. The evaluators for the assessment board will consist of at least three Chief Officers, but may be augmented if deemed necessary. All eligible candidates will be rated by the same officials.

c. All candidates will be asked the same job related questions or problems for the current announcement.

d. Scores for the assessment board will be determined by averaging the scores from all the evaluators and applied to the 75 total points for this portion of the overall rating score.

### **Academic Achievement**

a. A Fire Science degree, composed of 60 college units will count a full value of 10 points for academic achievement.

b. Fire Science courses, regional academy courses and designated substitutes for the Fire Science courses will count .5 points per course, for a maximum of 10 points.

c. Any degree in subjects other than Fire Science will count 5 points for academic achievement.

d. Any general education courses, not to exceed a maximum of 30 units, will count 2.5 points of academic achievement.

e. A copy of the official transcript is required to allow credit for academic achievement.

### **Certified Training**

a. For the rank of GS-081-07 Fire Captain, the credit for certification will be as follows:

- |                                  |           |
|----------------------------------|-----------|
| (1) Firefighter II (DoD or SFMO) | 5 points. |
| (2) Fire Officer (DoD or SFMO)   | 5 points. |
| (3) EMT (FS or better)           | 5 points. |

b. For the rank of GS-081-06, Driver/Operator, the credit for certification will be as follows:

- |                                  |           |
|----------------------------------|-----------|
| (1) Firefighter I (DoD or SFMO)  | 5 points. |
| (2) Firefighter II (DoD or SFMO) | 5 points. |
| (3) EMT (FS or better)           | 5 points. |

c. For the rank of GS-081-06, Rescue Officer, the credit for certification will be as follows:

- |                                 |             |
|---------------------------------|-------------|
| (1) Firefighter I (DoD or SFMO) | 2.5 points. |
| (2) EMT (FS or better)          | 5 points.   |

- (3) Instructor Training 2.5 points.
- (4) Firefighter II (DoD or SFMO) 5 points.

**Breakdown of Total Score Factors**

- a. Assessment Board 75 points
- b. Academic Achievement 10 points
- c. Training and Certification 15 points
- d. Total Points Available 100 points

**Duration of Registers**

- a. The promotion registers for Driver/Operator/Rescue Officer (GS-06) and Fire Captain will be valid for 12 months from the date the selection certificate is issued.
- b. The announcements for these positions will be issued on an annual basis, regardless of vacancies, unless there are over T/O positions to be attritioned.
- c. Base Order 12335.1 applies in all matters not specifically addressed in this section.
- d. All qualified candidates will be eligible to participate in the assessment board. Candidates who decline to participate will be ranked on elements of Academic Achievement and Training and Certification only.
- e. Performance Appraisals will be used to break tie scores occurring at the number five (5) ranking level of the top five candidates. If the fifth place tie scores have equal appraisals, they will each be submitted to the selecting official.
- f. Publication and Dissemination. It shall be the responsibility of management, with the cooperation of the union, to make every effort to insure that all department personnel are given a complete briefing on all aspects of this evaluation procedure.
- g. Announcement of Scores. Candidates will be provided their ranking scores. The scores will be compiled and issued on an official Fire Department form by the Fire Department officials. Ranking scores will not be provided to the selecting official.

**SECTION 11.** It is agreed between the Parties that temporary promotions to the rank of Driver/Operator, Rescue Officer, and Fire Captain will be accomplished as follows:

- a. When Management is aware at least 7-10 days prior to the beginning of a pay period of an incumbent Driver/Operators, Rescue Officer's or Captain's absence for the duration of a pay period, a temporary promotion will be effected.

- b. Eligibility for the aforementioned temporary promotions will be limited to those personnel whose names are listed on the competitive and noncompetitive eligible register for the appropriate time frame/year/position. Selections for temporary promotions will be made from eligible and qualified personnel. Candidates on current appropriate registers, if existent, will be afforded first opportunity for temporary promotions.
- c. Every effort short of inter-crew transfers will be made to assure that such temporary promotion opportunities are divided evenly between the eligibles.
- d. In the event there is no register established for "Rescue Officer", temporary vacancies will be filled by detail or by temporary promotion of interested and basically qualified Firefighters.
- e. The Parties agree the top five (5) candidates plus ties, will normally be sent to the selecting official for promotional consideration. The Union recognizes that the Merit Staffing Plan does not limit the selecting official in exercising the regulatory right to select from other authorized sources. The selecting official may also receive the list of noncompetitive eligibles for promotional consideration.

## **ARTICLE 12 REDUCTION-IN-FORCE**

**SECTION 1.** The Employer agrees that, in order to minimize the impact of a reduction-in-force, consideration will be given to filling existing vacancies by the placement of qualified employees who otherwise would be adversely affected by the RIF, in accordance with BO 12351.1.

**SECTION 2.** A career or career-conditional employee who is separated because of a RIF will be placed on the Re-employment Priority List in accordance with the eligibility provision of applicable regulations. It is understood that acceptance of a temporary appointment will not alter the employee's right to be offered permanent employment.

**SECTION 3.** In situations where an employee accepts a demotion in lieu of separation in a RIF action, the employee must be qualified to perform the duties of the lesser rated position subject to exceptions provided by applicable regulations.

**SECTION 4.** The Employer agrees to notify the Union of a pending RIF at least 10 days prior to issuance of RIF notices to employees of the unit. The Employer also agrees to forward the authorization of the RIF to the Union when it is received. The Union has the right to make its views known regarding the RIF.

**SECTION 5.** When a study of the Fire Department is to be conducted that could have an adverse impact on unit members, the Employer agrees to notify the Union of the scope and

purpose of the study. The Union will be allowed to make its views known in writing to the Fire Chief for consideration.

### **ARTICLE 13 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 applicable Base Orders and this Agreement.

**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, either the Fire Chief or the Appropriate On-Duty Supervisor 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 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 18 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 major duties and responsibilities assigned by the Employer to a position which defines the kinds and range of duties an employee may expect to perform during the time he/she remains in the position. The position description is not in itself an assignment of work.

### **ARTICLE 14**

## **DISCIPLINARY ACTION**

**SECTION 1.** It is agreed that all disciplinary actions taken by the Employer against a unit employee will be in accordance with the procedure specified in Civilian Personnel Instructions, Department of the Navy, and applicable Base Orders

**SECTION 2.** The sole avenue of appeal for disciplinary actions will be the Negotiated Grievance Procedure. Adverse Actions are an exception that are appealable to the Merit Systems Protection Board. In any event, the Code of Federal Regulations provides that employees shall be judged to have exercised their option under this section, when on or after the effective date of the appealable action, the employee timely pursues a formal written EEO complaint, or initiates a written notice of MSPB appeal under the statutory procedures, or pursues a written grievance in accordance with this Article, whichever event occurs first.

## **ARTICLE 15 INFORMAL COMPLAINTS PROCESS**

This article sets forth the procedures for processing complaints to Agencies other than MCBCP, before such complaints are formally filed. The expressed intent of the parties is to facilitate informal discussion concerning alleged complaints and to enhance the possibility of informal resolution. To this end, the parties agree to the following informal process: Should either party believe that the other party has committed a Unfair Labor Practice (ULP) and/or other action that may warrant the filing of a complaint with an outside Agency, that party shall serve written notice of the alleged violation(s) upon the other party. The written notification will include a clear and concise statement of the facts constituting the alleged complaint, including the time and place of the occurrence of the particular acts, alleged violation(s) of any law, rule and/or regulation and any other supporting documentation alleged to have been violated. The party so served shall have fourteen [14] calendar days from the date the informal complaint was received to investigate the matter. Extension[s] to the time limits shall be by mutual consent of the parties. Upon conclusion of the investigation, the matter will be presented at the appropriate level within the Fire Department or to the Union President, pursuant to Article 7 of this Agreement in an attempt to informally resolve the allegation(s). If the matter is not resolved within thirty calendar days after receipt of the informal complaint, the charging party may proceed to file the complaint with the appropriate Agency.

## **ARTICLE 16 NEGOTIATED GRIEVANCE PROCEDURE**

**NOTE:** All grievances will be submitted in writing using the format agreed to by the Parties.

**SECTION 1.** The purpose of this Article is to establish a procedure for processing Union, Employer, or unit employee grievances and seeking resolution at the lowest level. The corrective action must be clearly stated and be of a personal nature to the aggrieved employee. This procedure will be the sole grievance procedure available to employees and the Parties for resolution of matters within the discretion of the Command. Employees of the unit may use the Negotiated Grievance Procedure with a Union representative or they may represent themselves. If a representative is utilized in the Negotiated Grievance Procedure, that person must be a Union representative.

**SECTION 2.** The establishment of the grievance procedure shall not preclude employees from bringing grievances, complaints or matters of personal concern to the attention of appropriate management officials via this procedure and having such matters adjusted without the intervention or representation of the Union. The adjustment may not be inconsistent with the terms of this Agreement and the Union shall have the opportunity to be present at the time such adjustment is made. The employee may not personally invoke arbitration.

**SECTION 3.** The following actions may be filed under the statutory appeal procedure or the Negotiated Grievance Procedure, but not both:

- a. Performance based actions under 5 USC 4303.
- b. Adverse actions under 5 USC 7512.
- c. Discrimination under 5 USC 2302(b)(1).

In any event, the Code of Federal Regulations provides that employees shall be judged to have exercised their option under this Article when on or after the effective date of the appealable action, the employee timely pursues a formal written EEO complaint, initiates a written notice of MSPB appeal under the statutory procedures, or pursues a written grievance in accordance with this Article, whichever event occurs first.

**SECTION 4.** Excluded from the Negotiated Grievance Procedure are the following:

- a. Any claimed violation of Subchapter III of Chapter 73 of Title VII of Public Law 95-454 (relating to prohibited political activities).
- b. Retirement, life insurance, or health insurance.
- c. A suspension or removal under Section 7532 of Title VII of the ACT.
- d. Any examination, certification, or appointment.
- e. The classification of any position which does not result in a reduction in grade or pay of an employee.

- f. A reduction-in-force or furlough of more than thirty (30) days.
- g. Non selection for promotion from a properly ranked and certified list of candidates.
- h. The adoption or granting of (or the failure to adopt or grant) a suggestion or award.
- i. Notice of proposed disciplinary or adverse action.
- j. Adverse actions taken on probationary/temporary employees.
- k. The termination of a temporary employee.

**SECTION 5.** In exercising their right to seek resolution of complaints and grievances, employees and witnesses shall be free from any and all restraint, interference, coercion, discrimination or reprisal.

**SECTION 6.** The Parties agree that when several employees have an identical grievance (where no individual variations are involved) the Union will call the aggrieved employees together to select one case for processing under the Negotiated Grievance Procedure. The employees will be advised that in processing one grievance for the group, the decision on the case selected will be binding on all other cases. Names of all employees involved in this procedure will be made a part of the record of the case selected for processing and when a decision is made on the grievance, each employee will be individually notified.

**SECTION 7.** Grievances raised by employees or the Parties may also involve a possible violation of Section 7116 of Title VII of PL 95-454. In such cases, the aggrieved party may elect to initiate a grievance under the grievance procedure or file an unfair labor practice complaint, but not both.

**SECTION 8.** Should an employee or group of employees in the unit or the Union initiate a grievance involving the interpretation or application of the Agreement which questions the interpretation of published Agency policy, provisions of law or regulations of appropriate authority outside the Agency, and such policy, law, or regulation is an integral part of this Agreement, the following procedure will apply:

- a. Processing of the grievance beyond the informal step, set forth below, will be delayed until the questioned policy, law, or regulation has been interpreted. The Union will forward, via the Commanding General and the Commandant of the Marine Corps, such questions to the cognizant office of issue in the Department of the Navy for interpretation. Requests for interpretation of matters external to the Department of the Navy will be forwarded to the Secretary of the Navy via the Commandant of the Marine Corps for review who will render, or in coordination with the National office of the International Association of

Firefighters, obtain an authoritative interpretation. No hearing will be held in either review process.

b. Within 15 calendar days of receipt of the interpretation the employee or the Union may process other matters in the grievance procedure, including alleged misapplications of the policy, law, or regulation, at the first step of Section 9 of this Article.

**SECTION 9.** The following procedure will be followed in processing grievances:

a. First Step. The aggrieved employee and/or the shop Steward will discuss the complaint informally and state the corrective action requested to their immediate supervisor promptly, but in any case not later than fifteen (15) calendar days after the incident occurs or when the situation is recognized that gave rise to the complaint. The supervisor will take timely action to resolve the employees complaint. If the complaint is not satisfactorily resolved within three employee work shifts, the complaint maybe advanced to Step 2 (Division Chief ). **NOTE:** For unit personnel stationed at Mountain Warfare Training Center, Bridgeport, the First Step is the Fire Chief.

b. Second Step. The Division Chief will review the complaint, including interview of witnesses, and render a decision to the employee and the Union within three work shifts following receipt of the complaint. In all cases, the reply will be given in the same manner as the grievance submission. **NOTE:** For unit personnel stationed at Mountain Warfare Training Center, Bridgeport, the Second Step is omitted.

c. Third Step. If the grievance has not been resolved satisfactorily within three (3) work shifts after receipt of the Division Chief's decision at the Second Step, it may be submitted to the Fire Chief (or his Designee) for resolution, who will render a decision within three (3) work shifts following receipt of the grievance. **NOTE:** For unit personnel stationed at Mountain Warfare Training Center, Bridgeport, the Third Step is Commanding officer, Mountain Warfare Training Center, Bridgeport.

d. Fourth Step (Formal). If the grievance has not been resolved satisfactorily within three work shifts after receipt of the Fire Chief's decision at the Third Step, it may be submitted to the Assistant Chief of Staff, Installation Safety and Security, for resolution, who will render a decision within ten (10) workdays following receipt of the grievance. It is understood that a unit employee may request a hearing at Step Four of the Negotiated Grievance Procedure. However, if a hearing is conducted at Step Four and the grievance is not resolved, an additional hearing will not be held at Step Five. **NOTE:** For unit personnel stationed at Mountain Warfare Training Center, Bridgeport, the Fourth Step is the Commanding General, Marine Corps Base, Camp Pendleton or designee. Upon agreement of the Parties, the Fourth Step hearing may be held by telephone conference call.

e. Fifth Step. If, within three work shifts after receipt of the Assistant Chief of Staff, Installation and Safety and Security's decision, the grievance has not been resolved to the satisfaction of the

employee, it may be submitted to the Commanding General, Marine Corps Base, Camp Pendleton, California, for resolution. The Commanding General or his representative shall review all data pertaining to the grievance and interview all witnesses as needed to reach a decision and within twenty (20) workdays of receipt of said grievance, he shall render his decision to the Grievant with a copy to the Union.

**SECTION 10.** If the grievance is not resolved in the preceding steps of the grievance procedure, either Party may elect to take those matters involving the interpretation or application of the Agreement to arbitration. Insofar as practical all grievances and investigations of same will be processed during normal duty hours by the shop Steward or Union representative.

**SECTION 11.** Grievance Mediation. Prior to arbitration, either party may invoke "Grievance Mediation". If grievance mediation is requested, the Human Resources Office will contact the Federal Mediation and Conciliation Service (FMCS) or pursue a facilitator from other available sources. 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 30 calendar days after participating in the grievance mediation process. The grievance will be set for binding arbitration pursuant to Article 17 of the Agreement.

**SECTION 12.** At each and every step of the grievance procedure, either Party may call a reasonable number of witnesses (civilian and/or military) who have personal knowledge directly bearing on the case in question. Witnesses, and the Union representative, who are employees of the Employer and are otherwise in a pay status, shall suffer no loss of pay or leave while in attendance at such proceedings. Obtaining relevant witnesses who are not employees of the Employer shall be the responsibility of the Party calling such witnesses and shall be at the expense of the Party. Either Party shall, upon request of the other, permit inspection of pertinent records insofar as permissible without violating laws, regulations, or Government policy, for the purpose of substantiating the contentions or claims of the Parties.

**SECTION 13.** Failure of the Employer to meet the time limits prescribed in Section 9 shall permit the employee or the Union to move the grievance to the next step of the grievance procedure. Failure of the employee or the Union to meet the time limits prescribed in Section 9 shall constitute withdrawal and termination of the grievance. Time limits may be extended by mutual consent of the Parties.

**SECTION 14.** Grievances initiated by either Party involving interpretation or application of the Agreement will be submitted in writing to the Commanding General or the President of the Union, as appropriate. Within ten (10) workdays after receipt of the grievance, designated representatives of the Parties will meet to resolve the grievance. A decision will be rendered by the Commanding General or President of the Union, as appropriate, within ten (10) workdays

following the meeting. If either Party is not satisfied with the decision rendered in the case of the grievance, they may make formal written notification to the other Party that the unresolved grievance will be submitted to arbitration. It is further agreed:

a. That the notification must be submitted within thirty (30) calendar days from the date of decision of the grievance; and

b. Letters of Caution are excluded from arbitration.

**SECTION 15.** In the event that a dispute between the Parties involves issues of arbitrability or grievability, the arbitrator shall decide any such issues before proceeding on the merits.

## **ARTICLE 17 ARBITRATION**

**SECTION 1.** In the event the Employer and the Union fail to satisfactorily settle any grievance under Article 16, the Grievance Procedure of this Agreement, then such grievance(s), upon written notice by the Partner desiring arbitration, shall be referred to arbitration. Requests for arbitration will be submitted within 30 calendar days after receipt of the decision rendered at Step Five of the grievance procedure, Section 15 of Article 16, or within 30 calendar days from the conclusion of any grievance mediation meeting(s) under Article 16, Section 11 of this Agreement.

a. Request for arbitration must be submitted to either the Commanding General of Marine Corps Base, Camp Pendleton, California, or the President of the Union Local, as appropriate, not later than thirty (30) calendar days after date of final decision of a grievance.

b. Within ten (10) working days after receipt by the applicable Party of a written request for arbitration, the Parties shall meet for the purpose of reaching agreement on the selection of an arbitrator. If agreement cannot be reached, then either Party may request the Federal Mediation and Conciliation Service to submit a list of five impartial persons qualified to act as arbitrator.

c. The Parties shall meet within three (3) working days after the receipt of such list to select an arbitrator. If they cannot mutually agree upon one of the listed arbitrators, then the Union representative and the Employer representative shall each strike one arbitrator's name from the list of five and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator.

d. Within five (5) working days after selection of the arbitrator and receipt of his consent to arbitrate the matter, the Employer shall forward the entire file to the arbitrator. The method to be used in arbitrating the grievance or dispute is under the arbitrator's jurisdiction and control,

subject to such rules, procedures, and limitations as the Parties may jointly prescribe. The arbitrator shall not have authority to change, alter, modify, delete or add to the provisions of this Agreement. He is to make his own awards, which shall be reasoned, and write his own opinions based on the record established. Such award, however, will be limited to the issues specifically requested to be ruled on and directly related to the interpretation or application of this Agreement. He may not delegate this duty and responsibility to others in whole or in part without the knowledge and prior consent of both Parties. The power of the arbitrator may be exercised in the absence of either Party who, after due notice, fails to present or obtain a postponement. The award of the arbitrator, however, must be supported by evidence.

e. The award shall be made not more than thirty (30) days from the date of the closing of the hearing, or the receipt of a transcript and any post-hearing briefs; if oral hearings have been waived, then from the date of receipt of the final statements and proof by the arbitrator, unless otherwise agreed upon by the Parties.

f. The arbitrator hearings shall normally be held during the regular day shift hours of the normal basic workweek. The aggrieved, not more than two Union representatives, and a reasonable number of employee witnesses who have direct knowledge of the circumstances and factors bearing on the case shall be excused from duty to testify in the arbitration proceedings without loss of pay or charge to annual leave if otherwise in a pay status.

g. The arbitrator's reasoned award shall be mailed to the Employer and the Union simultaneously.

h. The cost of the arbitrator's fee and expenses shall be borne equally by the Parties, provided that the Employer's share of the expenses, including travel, does not exceed that authorized by applicable regulations. The Parties shall share equally the expense of any mutually agreed upon service considered desirable or necessary in connection with arbitration proceedings subject to the aforestated limitations.

i. Either Party may request elimination of previously requested arbitration at any time prior to the actual hearing. Such a choice is binding upon the Party.

**SECTION 2.** The arbitrator's award is binding on both Parties except that either Party may file exceptions to the award with the Federal Labor Relations Authority under regulations prescribed by the Authority and the Department of the Navy.

**SECTION 3.** Arbitration may be invoked only by the Union or the Employer. Arbitration will be invoked only after all efforts have been exhausted by the Parties to resolve any dispute involving interpretation or application of this Agreement.

## **ARTICLE 18**

## **DRUG FREE WORKPLACE**

**SECTION 1.** The Parties agree that illegal drug use is a threat to our society and specifically to Firefighters at Marine Corps Base, Camp Pendleton. Recognizing this, the Parties will work together to insure a professional and correct program that follows the governing regulations (currently CPI 792.3). Prior to implementation of the program, Management agrees to have all program elements required by higher authority relating to the Employee Assistance Program, in place. Management agrees to furnish a copy of the pertinent Base Order and FPM 792 to the Union regarding this program, and the employee assistance aspects. Selection of unit employees for drug tests will be on a random basis as mandated by regulations.

**SECTION 2.** The possibility of accidental exposure to illegal drugs during fire fighting operations is recognized by the Parties and the following points are agreed upon:

a. When illegal drugs are destroyed and unit members must be present, the Employer agrees to request and use volunteers first (so long as no inordinate costs are incurred). The Union understands that if volunteers are not available that unit members will be assigned to do the work.

b. Employees performing fire watch or other duties involving possible exposure to illegal substances being burned will use self contained breathing apparatus as in any HAZMAT operation.

c. Any drug destruction programs undertaken by the Fire Department, where Fire Department personnel are present, will receive a Fire Department run code number for future reference. Employees who feel that they have been exposed to contaminants may file a Worker's Compensation Claim Form, CA-1, or successor form.

**SECTION 3.** Management agrees to provide implementation training to all unit Testing Designated Positions (TDP's). This training shall contain information on the accuracy and type of drug tests, test positive levels, employee assistance information, etc. This training may be accomplished either in person (live) or by video tape. Questions that arise from this training will be forwarded to the Drug Program Coordinator. New hires will be provided information material on the Drug Free Workplace.

**SECTION 4 .** Any employee that is found to be drug positive will be referred to the CEAP for counseling. Employees will be told of the consequences of refusal to cooperate. If an employee refuses an offer to obtain counseling or rehabilitation they will be terminated.

**SECTION 5.** "Safe Harbor" is a provision of the DFWP which gives an employee a one-time opportunity to voluntarily identify himself or herself as a user of illegal drugs willing to undertake counseling and as necessary, rehabilitation. "Safe Harbor" insulates the employee from discipline for these admitted, but otherwise unknown, past acts of illegal drug use. It does not

protect the employee from discipline for admitting to drug trafficking or other drug related offenses. Normally, when an employee successfully completes a drug treatment program under "Safe Harbor", they are subject to a post treatment surveillance period which may include regular or unannounced drug testing.

**SECTION 6.** Employees will have access to drug testing information/records concerning their own case. Any records used in documentation of a disciplinary action will be provided to the employee upon request.

## **ARTICLE 19 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 MCBCP's Fire Protection and Fire Prevention Program will comply with the intent of existing and future DOD, DON, MC, 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. In addition, the Union agrees to support the Employer in its effort to correct unsafe work practices and conditions.

**SECTION 2.** The Employer agrees to provide protective clothing and equipment to unit employees required to respond to structural, crash, wildland fires and other related emergencies that include but are not limited to EMS and Hazardous Material responses.

Protective clothing and footwear furnished to unit employees will be in accordance with the requirements of NFPA Standards (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 (latest revision). The Employer agrees to replace protective clothing, footwear and equipment, when worn out. This clothing, footwear and/or equipment includes, but is not limited to, Firefighters' personnel protective equipment, protective [safety] footwear, SCBA masks, coveralls, prescription safety glasses (inserts) for SCBA masks, eye protection, hearing protection and NOMEX hoods. Additional equipment will be provided as needed. Unit Employees will not normally be required to share any part of his/her turnouts and/or protective equipment with another employee. The abuse and/or misuse of protective clothing and equipment provided to and/or used by Fire Department employees may result in disciplinary action or require the employee to provide reimbursement to the Employer pursuant to existing laws, rules and/or regulations.

**SECTION 3.** The Parties agree to cooperate in a continuing effort to eliminate accidents and health hazards. To further this objective, the Union may have one representative on any Base advisory committee which deals with matters of safety and health, as authorized by law, regulation and local directives.

**SECTION 4.** The Parties agree that for safety considerations, grooming will be so maintained as to prevent any beard (other than 5 o'clock shadow) or mustache being grown in any area of the face that is in direct contact with the sealing surface of the self-contained breathing apparatus face mask. Final determination shall be in accordance with quantitative fit testing IAW 42 CFR Part 84 by NIOSH. Hair shall be worn in such a manner that it will not interfere with the proper use of safety equipment such as helmets, SCBA'S, NOMEX hoods, and NOMEX neck shields.

**SECTION 5.** The Employer shall provide for the inspection and testing of the structural integrity and safety of the following equipment utilized by unit members of the Fire Department. Individual sources used will provide certification of said equipment in accordance with governing regulations.

- a. Self contained breathing apparatus (SCBA).
- b. Ground ladders.
- c. Aerial ladders and water towers.
- d. Hydraulic systems for such equipment.
- e. Rescue Ropes

**SECTION 6.** The Employer shall maintain an awareness of the condition of unit employees operating within their span of control during emergency and ensure that adequate steps are taken to provide for their safety and health. The command structure shall be utilized to request relief and reassignment of fatigued crews. The Incident Commander shall consider the circumstances of each incident/hazardous stand-by and make suitable provisions for rest and rehabilitation of unit employees operating at the scene. These considerations will include medical evaluation and treatment, food and fluid replenishment, and relief from extreme climatic conditions, according to the circumstances of the incident/hazardous stand-by. To this end, the Employer agrees to continue providing meals [food/fluids] during emergencies of long duration [six (6) or more hours].

**SECTION 7.** The Employer shall conduct an occupational health (medical evaluation and 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, Latest

Revision) for the Firefighter occupation. The Employer agrees that after the initial medical physical by the Employer upon being hired, unit employees (at their own expense and on their own time) have the option of taking their physical by personal physician 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/Marine Corps' forms. In addition, the employer agrees, that all unit employees will be inoculated for all appropriate communicable diseases, pursuant to existing laws, rules and regulations. HIV and TB testing shall be provided pursuant to applicable laws, rules and regulations.

**SECTION 8.** 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. It is understood that the Employee has the responsibility of notifying the Employer of any exposure and in reporting to the Naval Hospital, Camp Pendleton upon release from their supervisor. The Employer will maintain an up-to-date Hazardous Materials and Infectious Diseases Exposure database for all unit employees. The Employer agrees to provide the Union a copy of this record upon request.

**SECTION 9.** The Employer shall establish and maintain a mandatory Physical Fitness Program to enable unit employees to develop and maintain an appropriate level of fitness to safely perform their assigned functions. The maintenance of fitness levels specified in the program will be based on fitness standards determined by existing law, rule, and/or regulation, that reflect the individual's assigned functions and activities, and that are intended to reduce the probability and severity of occupational illnesses and injuries. The Employer agrees to provide and maintain all the required, adequate and necessary space and equipment to support the physical fitness program.

## **ARTICLE 20 TRAINING**

**SECTION 1.** The Parties agree on the necessity of training and development of unit members in achieving the goals of both the Fire Department and the employee. To this end the Employer agrees to follow the guidelines of applicable DoD, MCO and/or California State Fire Marshall office standards in minimum training requirements to be provided unit members. The Parties agree to encourage unit employees to take advantage of other training and development opportunities offered by the Employer from time to time.

**SECTION 2.** Training required by the Employer will normally be accomplished while in a duty status without loss of leave or pay. The Parties agree that each employee is responsible for

applying a reasonable amount of personal time and effort in the pursuit of knowledge and skills that could result in personal advancement within the fire service.

**SECTION 3.** The Employer will conduct an annual training needs survey to determine the needs and requirements of the Fire Department. A copy of the final results of any training survey will be submitted to the union.

**SECTION 4.** Career counseling is available from Fire Department managers for those members requiring specific training information. To that end, training records are available in the Personnel Office and copies will be provided to employees on request. Records of training for Emergency Medical Technician certification and re-certification are kept as part of the training record.

**SECTION 5.** Libraries on fire fighting, emergency medical services, and rescue operations, will be maintained by the Employer. Materials in the libraries will be kept up-to-date in conformance with the availability of materials and funding.

## **ARTICLE 21 WELFARE AND MORALE**

**SECTION 1.** The Employer recognizes the necessity of providing and maintaining reasonably comfortable living spaces in each Fire Station for unit employees while on duty. To this end, the Employer agrees to continue providing and/or maintaining safe/sanitary living quarters, furniture, appliances, utensils, lockers and bedding in each Fire Station. The Employer agrees to extend the same considerations to the living conditions in the Fire Station as is extended to other living quarters throughout MCBCP when utilities and/or appliances break down or need replacing. Maintenance problems will be called to the attention of the senior Fire Officer on duty who will take the appropriate action to correct the problem.

The Employer agrees to request the Medical and/or the Safety Department to inspect the living quarters of all fire stations on an annual basis for discrepancies in Federal Health & Safety Regulations. The Employer further agrees to refer these annual inspection reports to the Fire Department's Policy Review Board [PRB] for their review and action.

**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.** The Employer agrees that unit employees will be permitted to utilize Base restaurants for dining purposes when on duty as provided by applicable regulations. The Employer further agrees to provide unit employees sufficient time to prepare the meals that will

be consumed during that specific tour of duty. Meal preparation may be conducted in conjunction with scheduled duties as long as the duties are completed in a timely manner.

**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 unit employees to improve the fire station(s) facilities which would cause disruption in the use of existing facilities.

**SECTION 5.** The Employer agrees to assist employees of the unit in establishing an honor guard to be comprised of and selected by employees of the unit and consistent with the wishes of the family upon the death of one of the active members of the unit.

**SECTION 6.** The Public Safety Officers' Benefits Act is a law under which a claimant who has a certain relationship to a Firefighter who died because of fire fighting activity can be entitled to a monetary benefit. The Department of Justice, Bureau of Justice Assistance, Public Safety Officers' Benefits Division, administers the program. Firefighters are advised to keep potential claimants, i.e., spouse, 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 provide assistance and support to family members/claimants under the PSOB Act. This support includes providing copies of any documents held by the Employer that is required to process the claim. All released information is subject to the Privacy Act and any other legal restraints.

**SECTION 7.** All unit employees will be provided an initial and/or replacement Uniform Allowance (the maximum amount allowable) in accordance with applicable laws, rules, and regulations. The Uniform Allowance is governed by Title V, United States Code, Subchapter 1, Sections 5901, 5902, and 5903.

a. **Initial Allowance.** The purpose of the initial uniform allowance is to help pay the initial cost of the required station uniform for Fire Department Employees. The initial allowance shall be the maximum amount allowable by law annually. The initial uniform allowance shall normally be provided to newly hired bargaining unit employees within thirty (30) days after he/she has been hired. An initial uniform allowance will be provided to Fire Department Employee(s) when a new uniform with markedly different requirements is required.

b. **Replacement Allowance.** The purpose of the replacement uniform allowance is to help pay for the replacement of worn uniform parts. The replacement allowance shall be the maximum amount allowable by law annually. The replacement allowance shall be paid to bargaining unit employees annually. The annual allowance shall be paid quarterly to unit employees NLT 15th day of the month in which said payment is authorized.

**ARTICLE 22**  
**VOLUNTARY ALLOTMENT OF UNION DUES**

**SECTION 1.** The Employer shall deduct dues from the pay of all eligible employees who voluntarily authorize such deductions in writing and who are employees of the unit for which the Union holds exclusive recognition, in accordance with the provisions of this Article.

**SECTION 2.** Dues (the regular, periodic amount required to maintain an employee in good standing in his Union) shall be deducted by the Employer from the employee's pay each payroll period when the following conditions have been met:

- a. The employee is a member in good standing of the Union or has signed up for membership in the union subject to the payment of the first month's dues through voluntary allotment as provided herein.
- b. The employee's earnings are regularly sufficient to cover the amount of the allotment.
- c. The employee has voluntarily authorized such a deduction on any form in writing supplied by the Union.
- d. The Union, through its authorized official, has completed and signed Section A of such form on behalf of the Union.

**SECTION 3.** The Union is responsible for purchasing the standard allotment form prescribed by the Comptroller General; distributing it to its members; certifying as to the amount of its dues; delivering completed forms to the Employer (Civilian Personnel Officer); and educating its members on the program for payment of dues, its voluntary nature, and the uses and availability of the required form.

**SECTION 4.** Deduction of dues shall begin with the current pay period during which the Standard Form 1187 is delivered to the Employer providing that such Standard Form is received not later than the Friday of the first week of the biweekly pay period in which the voluntary allotment is to begin.

**SECTION 5.** The amount of the Union dues to be deducted each biweekly pay period shall remain as originally certified on such allotment forms until a change in the amount of such dues is certified by the authorized Union official, and such certification is transmitted to the Employer by the Union. Such change shall begin with the first pay period after receipt of the notice of change by the Employer, or later date if requested by the Union. Such changes shall not be made more frequently than once each 12 months.

**SECTION 6.** An employee's voluntary allotment for payment of his Union dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur:

- a. Loss of exclusive recognition by the Union.
- b. Separation of an employee from the unit for which the Union holds exclusive recognition.
- c. Receipt by the Employer (Human Resources Officer) of notice from the Union that the employee has been expelled or has ceased to be a member in good standing of the Union.

**SECTION 7.** An allotment for the deduction of any employee's Union dues may also be terminated by the employee through the submission to the Employer of Standard Form 1188 (or individual substitute) properly executed by the individual employee. Upon receipt of a Standard Form 1188 by the Civilian Pay and Time Branch, a termination of allotment under this Section shall be effective the first full pay period which begins on or after a period of one calendar year from the date of the first payroll deduction and annually thereafter on the anniversary date. Upon receipt of a Standard Form 1188 by the Civilian Pay and Time Branch, a termination of allotment under this Section shall be effective the first full pay period after it is received.

**SECTION 8.** The Employer (Civilian Pay and Time Branch) shall transmit to the Treasurer of the Union promptly, after each regularly scheduled pay day, all of the following:

- a. A list containing the name, the shop, and payroll number of each employee on voluntary allotment, and the amount of the allotment deduction made for each employee member. Each list shall include the total monetary amount of such allotment deductions for the employee members of the Union together with the total number of such allotment deductions.
- b. An electronic deposit in an amount equal to the total monetary allotment deductions made.

## **ARTICLE 23 DURATION OF THE AGREEMENT**

**SECTION 1.** This Agreement, as executed by the Parties, shall remain in full force and effect for a period of four (4) years from the date of its approval by the Department of Defense. The Agreement can be extended for periods of one year thereafter by mutual consent of the parties and upon the approval of the Department of Defense.

**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 two (2) years. Any request for amendment(s) by either Party must be written and 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 matter(s) desiring to be amended. Such amendment(s) as agreed to will be duly executed by the Parties and subject to approval by the Department of Defense.

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