

**2011-2014 LABOR AGREEMENT
BETWEEN NAVY PERSONNEL COMMAND
(NPC) AND THE AMERICAN
FEDERATION OF GOVERNMENT
EMPLOYEES (AFGE)**

| <u>ARTICLE</u> | <u>TITLE</u> | <u>PAGE</u> |
|----------------|---------------------------------------|-------------|
| 1 | Governing Regulations | 1 |
| 2 | Duration & Changes | 3 |
| 3 | Management Rights & Responsibilities | 4 |
| 4 | Employee Rights & Responsibilities | 5 |
| 5 | Union Rights & Responsibilities | 13 |
| 6 | Union Representation & Official Time | 17 |
| 7 | Appropriate Arrangements & Procedures | 21 |
| 8 | Grievance Procedure | 23 |
| 9 | Arbitration | 29 |
| 10 | Hours of work & Overtime | 31 |
| 11 | Alternative Work Schedule | 32 |
| 12 | Absence & Leave | 34 |
| 13 | Disciplinary & Adverse Actions | 40 |
| 14 | Equal Employment Opportunity | 43 |
| 15 | Merit Promotion | 44 |
| 16 | Position Classification | 44 |
| 17 | Employee Performance | 45 |
| 18 | Reduction in Force (RIF) & Furlough | 48 |
| 19 | Safety & Health | 48 |
| 20 | Labor-Management Forum | 51 |
| 21 | Union Office Space | 59 |
| 22 | Payroll & Dues | 60 |
| | Value Statement | 63 |

ARTICLE 1 - GOVERNING REGULATIONS

Section 1 Preamble and Purpose

This agreement is made between the NPC (Navy Personnel Command), Agency, hereinafter referred to as the "Management", and American Federation of Government Employees hereinafter referred to as the "Union". The Union and Management will be referred to as the "Parties". It is the intent of this agreement to promote and improve the efficiency of mission operations and cooperative working relationship with bargaining unit employees. Through this agreement, the parties establish a basic understanding relative to personnel policies and practices, employee working conditions, methods and means of performing the work, and any other negotiable matters. This agreement is also established as a means to assure amicable discussion and adjustment of matters of mutual interest. Management and the Union agree to partner in efforts to insure timely completion of work, improve the quality of workmanship, encourage ideas for improvement and cost reduction, prevent accidents, conserve materials and supplies.

Section 2 Recognition

The Union (AFGE, AFL/CIO) is recognized as the sole and exclusive representative for all bargaining unit employees of the NPC. The bargaining unit to which this agreement applies includes all non-professional employees of the NPC (Navy Personnel Command), excluding all professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112 (b) (2), (3), (4), (6) and (7).

Section 3

In prescribing regulations relating to personnel policies and practices and to conditions of employment, Management and the Union shall have due regard for the obligation imposed by 5 USC 7106, 7114, and 7117. Management further recognizes its responsibility for informing the Union of changes in working conditions.

- A. When Management policies, practices, and/or procedures issuances are proposed, Management will ensure that the Union President be notified in writing, fifteen (15) calendar days prior to the date of

implementation. This will be accomplished by the policy issuance being sent by email or fax.

- B. After the President of Local 572 or his/her designee receives the proposed policy issuance, the Union, will have fifteen (15) calendar days to invoke negotiations regarding the proposed policy issuance. The date on the email or fax will serve to verify the date that the President or his/her designee was notified.
- C. Should the Union invoke their right to negotiate the proposed policy issuance, absent an overriding exigency, the issuance and implementation of the policy will be postponed, pending the outcome of the negotiations.
- D. Should the Union President or his/her designee, fail to invoke the right to negotiate the proposed policy issuance within the time required above, Management may issue and implement the proposed policy issuance.

Section 4

Negotiations under this section will take place within thirty (30) calendar days of the date that negotiations are invoked.

In the administration of all matters covered by this Agreement, officials and employees are governed by existing and future laws, government-wide regulations, and existing agency policies and regulations. Should a conflict arise between this document and an Agency policy or regulation, this document shall govern.

It is agreed and understood that any prior benefits, practices, and understandings which were in effect on the effective date of the Agreement and which are not specifically covered by this Agreement and do not detract from it shall not be changed except in accordance with 5 USC 71.

ARTICLE 2 - DURATION & CHANGES

Section 1

This agreement will be implemented and become effective when it has been approved and signed by both parties, including review pursuant to 7114(c) of 5 USC Chapter 71.

Section 2

This agreement shall remain in full force and effect for a period of three (3) years after it's effective. It shall be automatically renewed for one (1) year unless either party gives the other party notice of its intention to renegotiate this Agreement no less than sixty (60) not more than one hundred twenty (120) days prior to its termination date. Negotiations shall begin no later than thirty (30) days after these conditions have been met. If renegotiation of an agreement is in progress but not complete upon the termination date of the current Agreement, current Agreement will be automatically extended until a new agreement is negotiated. This agreement shall terminate at any time it is determined that the Union is no longer statutorily entitled to exclusive recognition.

Section 3

This Agreement, except for its duration period as specified in Section 2 of this Article, is subject to opening only as follows:

- A. Amendment(s) are required because of changes made in applicable laws or Executive Orders after the effective date of this Agreement. Applicable laws and Executive Orders will prevail in lieu of changes to this agreement.
- B. Negotiations initiated by either party during the term to add to, amend, or modify this Agreement may be conducted only by mutual consent of the parties. If mutual consent is reached, such notice to renegotiate must be accompanied by the revised proposals for the article(s) the party wishes to renegotiate. The parties will meet for the purpose of negotiating the amendments or modifications within thirty (30) days of receipt of the proposals from the moving party.

C. At the end of the eighteenth month following enactment of this Agreement, either party may request to reopen the Agreement at which time each party may select no more than two (2) articles for renegotiation. Any revisions or amendments will remain in force for the remainder of the Agreement. Local supplemental agreements may be reopened by mutual agreement of the parties at the local level.

Section 4

This Agreement may only be amended, modified, or renegotiated in accordance with the provision of this Agreement.

Section 5

This agreement will be placed on the Agency intranet site and provided electronically to each bargaining unit member. Management will allow bargaining unit employees to print a copy of the agreement on Government equipment. The Union will provide a copy to each new employee at new employee orientation.

ARTICLE 3 - MANAGEMENT RIGHTS & RESPONSIBILITIES

A. Subject to (b) of this article, nothing *in* this Agreement shall affect the authority of any management official of the agency -

1. To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
2. In accordance with applicable laws -
 - a. To hire, assign, direct, layoff, and retain employees *in* the agency, or to suspend, remove, reduce *in* grade or pay, or take other disciplinary action against such employees;
 - b. To assign work, to make determinations with respect to contracting out, and to determine the

personnel by which agency operations shall be conducted;

c. With respect to filling positions, to make selections for appointments from -

i. Among properly ranked and certified candidates for promotions; or

ii. Any other appropriate source; and

d. To take whatever actions may be necessary to carry out the agency mission during emergencies

B. Nothing in this Agreement shall preclude Management and the Union from negotiating -

1. At the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision,

2. Work project, or tour of duty, or on the technology, methods, and means of performing work;

3. Procedures which management officials of the agency will observe in exercising any authority under this Agreement; or

4. Appropriate arrangements for employees adversely affected by the exercise of any authority under this Agreement by such management officials.

ARTICLE 4 - EMPLOYEE RIGHTS & RESPONSIBILITIES

SECTION 1 General

A. An Employee shall have the right to bring work-related matters to the attention of their supervisor. This right may be exercised individually or collectively by an appointed spokesperson.

B. Each Employee is accountable to Management for performance of assigned duties and compliance with governing regulations. The parties affirm the right of Employees to conduct their private lives as they deem

proper. An Employee's employment shall be judged solely on his or her ability to meet the requirements of the position held. The Agency retains discretion to determine the requirements of the position and whether an Employee's off duty conduct is related to the ability to meet these requirements. Upon request from the Union, Management agrees to provide the rationale for the action taken.

C. Employees shall be treated fairly and impartially in all aspects of personnel management and in a professional manner and in turn they will conduct themselves in a professional manner. The Union can report alleged violations of this to Management for investigation and appropriate action.

D. It is agreed that when NPC Activities regulations/policies conflict with negotiated agreements the agreements will be followed.

SECTION 2 Responsibilities

The Union and Management agree that Employees will:

A. Conscientiously perform assigned duties.

B. Comply with applicable ethical standards as prescribed by the Department of Defense (Joint Ethics Regulation, DOD 5500.7-R)

C. Cooperate with and strive to maintain good working relations with supervisors and fellow Employees.

D. Cooperate in and promote programs designed to improve work methods and conditions.

E. Maintain a neat and clean personal appearance as required by the work situation. Employees are expected to dress and groom considering comfort, productivity, health, safety, and type of position occupied. When there is an issue/dispute, Management agrees to consult with the Union. When Management determines that a workplace or position requires more specific requirements than addressed here, the Union will be afforded an opportunity for AA&P bargaining.

SECTION 3

A. Each employee shall have the right to form, join, or assist a labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided by 5 USC, such right includes the right:

1. to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of government, the Congress, or other appropriate authorities; and
2. to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees in accordance with 5 USE.

B. The parties agree that there will be no restraint, harassment, intimidation, reprisal, or any coercion against any employee in the exercise of any employee rights provided for in this Agreement and any other applicable laws, rules, and regulations, including the right:

1. to bring any matters of personal concern to the attention of any Management official, any other officials of the executive branch of government, the Congress, and any other authorities. The parties endorse the concept that matters of personal concern should be addressed at the lowest possible level; however, this does not preclude the employee from exercising the above-stated rights;
2. to be free from discrimination based on their political affiliation, race, color, religion, national origin, sex, marital status, age, handicapping condition, Union membership, or Union activity;
3. to become or remain a member of a labor organization; and
4. to have all provisions of the Collective Bargaining Agreement adhered to.

C. If an employee has a problem or situation which the employee desires to discuss with the Union during working hours, upon request to their supervisor in advance and

workload permitting, the employee may report to the Union official as approved. If the employee cannot be released at that time, the supervisor will inform the employee when he/she can be released. If the supervisor refuses to provide an alternate date/time, he will so inform the Employee in writing within 24 hours. The Employee is under no obligation to disclose the purpose of the meeting between the Union and the Employee, as long as it is a work-related concern.

D. Unit employees, including probationary employees, have the right to a Union representative during any examination by, or prior to submission of any written report to, a representative of Management in connection with an investigation if:

1. The employee reasonably believes that the examination may result in disciplinary action against the employee; and
2. The employee requests representation.
3. Management recognizes the Union's right to appoint and designate the Union representative of its choice.

E. Management recognizes its statutory duty to annually inform its employees of their rights under Section 7114 of 5 USC, commonly referred to as 'Weingarten Rights'.

F. In the interest of respect for all staff, the parties agree that corrective actions and/or counseling sessions will be handled in a private setting whenever possible.

G. There are occasions when it is necessary for Management to remove employees from their work site or facility for safety or security reasons. When such an escorted departure is necessary, efforts will be made wherever possible to ensure that such actions are handled in a discrete manner.

H. Any employee covered by this Agreement may, without fear of penalty or reprisal, exercise their rights under the Whistleblower Protection Act, which includes the right to disclose gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety. This act is codified in 5 USC, Section 1213.

SECTION 4 Benefits

A. It is agreed that Employees will be allowed to attend open season health benefits seminars at the NPC if such seminars are provided and as workload permits. Management agrees to make health benefits materials available to the Employees during open season. If an Employee elects to change their health benefits carrier, the selection will be accepted if received prior to the end of the open season.

B. Employees may contact the Navy Benefits Coordinator-Civilian via government phone or computer web site for information in regard to Federal Employee Health Benefit (FEHB), Federal Employee Group Life Insurance (FEGLI), Thrift Savings Plan (TSP), retirement, and survivor benefits (death and dismemberment). Navy Personnel Command (NPC) may elect to hold periodic retirement seminars which Employees will be allowed to attend if workload permits

C. Management agrees to encourage Employees to seek assistance and, to the extent available, to counsel Employees upon their request, concerning personal finance and debt complaint matters, availability of the Civilian Employee Assistance Program (CEAP), and other programs that promote Employee well-being.

Section 5 Combined Federal Campaign

Management and the Union recognize that local and national health, welfare and emergency relief organizations depend largely upon voluntary contributions through the Combined Federal Campaign (CFC) for successfully achieving their objectives. CFC shall be conducted in the spirit of true voluntary giving. Coercion, either overt or implied, shall not be practiced by collectors, supervisors or any other personnel.

Section 6 Smoking

A. Smoking is prohibited in any Government vehicle, building, or main entryway to a building

B. The parties shall jointly identify outdoor areas where employees may smoke. The areas shall meet the following criteria: they shall provide overhead coverings; they shall be reasonably accessible to employees' work sites; and they shall meet safety, health, and security concerns. Any

disagreements as to the areas identified should be resolved through grievance arbitration.

C. Reasonable smoke breaks will be allowed, not to exceed 15 minutes per 4-hour work period. These may be broken down into two or three break periods subject to work requirements. These are not in addition to normal breaks.

D. Permanent Employees may attend one smoking cessation class at no cost to them and on duty time if offered by the command.

SECTION 7 Debts and Debt Collectors

Any action taken by Management against Employees concerning nonpayment of private debts will be in accordance with existing laws and regulations. This could include the garnishment of Employees' pay. Private creditors and private debt collectors shall be denied access to Employees for the purposes of presenting or collecting claims during work hours. Disciplinary actions will not be taken based on private indebtedness unless there is a clear relationship between the indebtedness and work performance, conduct, or ability to meet position requirements.

SECTION 8 Personnel Files

A. An Employee has the right to see his Official Personnel File by requesting it from HRSC-SE. In addition, an Employee may authorize in writing one or more agents to examine his file. Reasonable requests for copies of documents from an Employee's Official Personnel File will be granted. Employees will be allowed a routine review of their OPF, normally no more than once per year. Corrections with supporting documentation will be posted to their OPF and applicable automated systems to reflect correct data.

B. While supervisors may keep memory joggers or notes concerning Employees' conduct and performance, such concerns should be shared with the Employee and, as necessary, will be reduced in writing to a Memorandum For Record (MFR) and provided to the employee. Employee signature indicates only receipt, and not concurrence with the contents of the memorandum. All records kept on Employees which will be used to support disciplinary actions will be provided to the Employee upon request. Nothing in this section is meant to preclude law

enforcement agencies from compiling and maintaining files necessary in the performance of official duties.

SECTION 9 Travel/Temporary Duty (TDY)

A. Employees will be informed of the opportunity or the requirement to perform temporary duty as much in advance as practical. Adequate lead time will be provided to make personal arrangements. When Management requires TDY and is unable to provide normal notice, Management will make reasonable efforts to accommodate special needs of the Employee. The Employee's work schedule will be changed accordingly to accommodate TDY activity (exclusive of travel). Management agrees to consider financial and other hardships when assigning TDY when more than one (1) Employee is available for such assignment. Employees will not be expected to travel without valid travel orders. Employees expected to perform TDY must apply for a government credit card and will be instructed on its proper use. Employees will not be required to perform TDY without a government credit card unless loss of the credit card is due to Employee abuse. Employees who do not have a government credit card will be authorized the approved alternate method of funding to ensure they are not required to pay official travel expenses out of pocket. Employees who submit a travel voucher within the specified timelines will not be required to repay a government credit card company prior to reimbursement for travel by Management.

B. Travel will be scheduled during the Employee's work schedule whenever that is reasonably feasible. When travel falls outside the normal work schedule, entitlement to overtime or compensatory time will be in accordance with the Fair Labor Standards Act and Title 5 U.S. Code. Managers/Employees with questions should contact the HRO prior to or during the travel.

C. When Employees travel using an automobile the Joint Ethics Regulation only authorizes travel to and from the duty site and local travel at the TDY site limited to reasonable distances to eating establishments, laundry, and places of worship. Rules vary for government vehicles, rental cars, and privately operated vehicles. Employees with questions should contact the DTS Coordinator.

D. Employees cannot be directed to use private autos. When there is a choice as to the mode of transportation or

accommodations, the Employee's desires will be given due consideration by their supervisor. Reimbursement will be paid in accordance with the JTR.

E. TDY will be in accordance with the Joint Travel Regulations.

SECTION 10 Employee Morale

A. Employees shall have a clean, dry, heated, lighted and well-ventilated area in which to eat their lunch. Employees who utilize these areas are responsible for maintaining the area for cleanliness and orderliness.

B. Employees who maintain an active membership in the Reserves/National Guard will have the support of Management to the extent practicable. The Employee will provide Management with as much advance notice as possible for military (reserve) drills. Employees are required to notify Management of any change in Reserve/National Guard status. Management agrees to be fair and impartial to the extent practicable when considering reserve drill and related requests.

C. Management recognizes and supports the use of the performance award system to recognize and reward exceptional performance. The system will be administered in accordance with applicable regulations and/or NPC policy.

D. Management will continue to provide parking places for Employees reasonably accessible to their work place. Should events be scheduled which will preclude Employee parking in the parking area normally designated for their facility, affected Employees will be provided an alternative parking area. Where outdoor electrical outlets already exist and are available, they may be used by Employees who work evening, overnight, and weekend shifts.

E. When special events are planned (scheduled in advance) which preclude access to Employee work sites at normal reporting times, Employees will be afforded two weeks notice and the opportunity to adjust schedules, request leave, or report to an alternate work site. Absent that notice, Employees will not be required to adjust their normal work schedule or be charged leave.

SECTION 11 Licensure

The Union agrees that Employees must notify their supervisor as soon as possible upon knowledge that any licenses affecting their ability to perform assigned duties will be revoked or suspended. Such duties will not be assigned or performed absent the required license.

Section 12 Supplies and Equipment

A. Management will provide each Employee supplies and equipment necessary to perform their duties. Management will exchange issued equipment that becomes damaged or unusable through normal wear and tear. The Employee may be held responsible for the replacement of equipment that is lost or damaged through other than normal fair wear and tear. The Employee will be allowed to purchase replacement of issued supplies through normal Government channels, providing proper authorization is obtained. Management will insure that equipment requiring maintenance by other than the Employee is properly maintained by appropriate maintenance personnel. The Employee is responsible for proper use and maintenance of issued individual property.

B. Management recognizes the right of the Employees to request government issued protective clothing and safety devices as determined by appropriate authority to be necessary. The Employee is responsible for proper use and care of protective clothing and safety devices issued to them.

ARTICLE 5 - UNION RIGHTS & RESPONSIBILITIES

Section 1

Management shall recognize the officers and stewards of the Union. The Union will keep Management advised in writing of the names of its officers and stewards. The number of stewards will be limited to a reasonable amount based on the size of the Command.

Section 2

Union representatives will be granted reasonable official time off without charge to leave to perform representational functions. Representational functions include:

- A. Investigate, prepare and/or present grievances, appeals, claims, and unfair labor practice charges;
- B. Consult and/or negotiate with representatives of Management concerning personnel policies, practices, and conditions of employment;
- C. Research and prepare recommendations and/or proposals in connection with the above consultations, negotiations, or meetings;
- D. Administration of the negotiated agreement; and,
- E. Third party proceedings where the Union is authorized to represent the Employee
- F. The Union and Management recognize that the granting of official time may ultimately lead to improved labor management relations. Such a relationship is in the interest of all parties, including the public.

Section 3

Any employee representing the Union in the negotiation of a collective bargaining agreement shall be authorized official time for such purposes including attendance at impasse proceeding, during the time the employee otherwise would have been in a duty status. The number of employees on official time representing the Union shall not exceed the number of individuals designated as representing Management for such purposes.

Section 4

Any activities performed by any employee relating to internal business of the Union (including the solicitation of membership, elections of Union officials, collection of dues, etc.) shall be performed during the time the employee is in a non-duty status.

Section 5

Representatives will provide reasonable advance notice to their immediate supervisor whenever they wish to leave their official duties to perform any of their representational responsibilities and will report to their

supervisors when they return. Permission will be granted upon request except when work exigencies preclude such release. Official time will not be unreasonably denied. The Union will cooperate with Management in maintaining a record of time spent for Union representational activities.

Section 6

Management agrees that there shall be no restraint, interference, coercion, or discrimination against Union officials and stewards in the performance of duties related to their responsibilities as the exclusive representative for unit members. The amount of official time used by employees representing the Union and unit members must be reasonable, necessary, and in the public interest.

Section 7

Representatives of the national office for AFGE, AFL-CIO will be allowed to visit the facilities on appropriate Union business.

Section 8

The representative of the Union for administration and implementation of this Agreement will be the designated in writing by the Union.

Section 9

The Union shall accept employees of the bargaining unit as members without discrimination based on color, race, religion, creed, age, sex, national origin, political affiliation, marital status, and physical or mental handicap.

Section 10

The Union shall act for and negotiate agreements covering all employees in the unit and shall be obligated to represent the interests of all such employees without discrimination and without regard to Union membership in matters covered by the Agreement.

Section 11

The Union shall be given the opportunity to be represented at any formal *discussion between one or more* representatives of Management and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment, or any examination of an employee in the unit by a representative of Management in connection with an investigation if -

A. the employee reasonably believes that the examination may result in disciplinary action against the employee; and

B. the employee requests it.

Section 12

In all matters relating to personnel policies, practices and other conditions of employment, Management will adhere to the obligations imposed by the statute and this Agreement. This includes, in accordance with applicable laws and this Agreement, the obligation to notify the union of any change in conditions of employment. And provide the Union the opportunity to negotiate procedures which Management will observe in the exercising its authority in accordance with the Federal Labor Management Statute.

Section 13

In accordance with 5 USC, 552a (Privacy Act):

A. The Union's designated point of contact will be notified of any suspensions and/or adverse action against bargaining unit employees, and such notification will include the charge(s) and the decided upon corrective action; and

B. In cases where a settlement agreement between Management and an employee impacts conditions of employment of bargaining unit employees the union will be provided notice of the terms of the settlement agreement in accordance with the Statute.

Section 14

Union will be allowed fifteen (15) minutes to talk to new employees during new employee orientation.

Section 15

The Union will be given the opportunity to be present at formal discussions and meetings between Management and employees covered by this Agreement concerning grievances, personnel policies and practices, and any other matter affecting general working conditions of employees covered by this Agreement.

Section 16

During non-duty time, the Union may distribute its literature in offices under the control of the NPC.

ARTICLE 6 - UNION REPRESENTATION & OFFICIAL TIME

Section 1

Meetings between the Union and Management normally will take place during the time official time may be authorized. This is not meant to preclude meeting at other hours as mutually agreed upon.

Section 2

In the interests of efficient conduct of government business and the economical use of government time, and in order to draw a reasonable distinction between official and non-official activities, those activities concerned with the internal management of labor organizations such as membership meetings, solicitation of membership, collection of dues, campaigning for labor organizations offices, and distribution of literature will be conducted outside of regular working hours or in a non-duty status; and none of the above activities will be done at Employee work stations. Literature may be distributed to Employees in break rooms or handed out in break areas.

Section 3

The Union agrees to provide to the Human Resources Officer (HRO) a copy of literature (other than membership benefit information) distributed/handed out in mass distribution to Employees at NPC.

Section 4

The Union will provide Management the names of officers and stewards. The Union will notify the HRO of any changes, and the appointed individual will be authorized to request official time beginning on the date agreed upon by the HRO and the Union, which will be not more than 5 days after notification. This is to ensure coordination with appropriate supervisors for authorizing official time.

Section 5

The Union agrees that Union officials will request permission from their immediate Supervisor when they wish to leave their assigned duties for the purpose of performing representational duties. The Supervisor's permission will normally be granted except when workloads preclude such release. When permission is not granted when requested, it will be granted at a later time. If the Union representative needs to visit a work site, the Union will coordinate with the Supervisor. The Union agrees that its officers and stewards will guard against the use of excessive time in performing duties considered appropriate by the Agreement.

Section 6

Management and the Union agree that a non-Employee Union representative (National representatives, etc.) may assist the Union Officers and Employees in carrying out the Union's responsibility for representing bargaining unit Employees. Notice of National Union representatives attending meetings with Management officials will be made at least one duty day (24 hours) in advance to the HRO or Management official attending the meeting. Management officials do not have to meet with National Union representatives if a request was not made in advance. Under normal circumstances National Union representatives will not be allowed to meet with Employees in the buildings where the Employees work.

Section 7

A. Official time will only be granted to officers and stewards of the Union. A block of official time will be computed starting with the first pay period after the

effective date of this contract. The parties agree to the following official time:

President - 27.5%

The Union agrees to send a representative, normally the President, to command level meetings, briefings when requested e.g. Navy Personnel staff call, executive council.

B. The parties further agree that official time necessary for any future A-76 study or process will be additional to the banks of time defined in a. (the parties will meet and bargain this time as necessary)

C. Management agrees to grant excused absence to Union officers and stewards if otherwise in a duty status, to attend labor relations training determined to be of mutual benefit to Management and the Union. A maximum of 80 hours of excused absence will be authorized during the first (1st) year of the contract to three (3) union officials, with no more than one (1) additional union official each following year to attend labor relations training on or off the installation. The Union President will submit a request normally at least 30 days in advance.

D. The parties further agree that if a Union officer or steward is sent to any training by Management, the Union officer/steward may act as the Union representative without charge to the bank of time. The representative may obtain two sets of course materials, one for the use of the Union.

E. Following each pay period, the President will submit a report (e-mail) to the HRO showing all official time used, by name, during that period.

Section 8

When the Union is designated as an Employee's representative (i.e. disciplinary actions, adverse actions, complaints, etc.), a designation of representation memorandum shall be prepared. It will identify the action (specifically or generally), be signed by the Employee and will contain the name and telephone number of the Primary Union representative; the name of the Employee; and an affirmative statement by the Employee stating he designates the Union official to be his representative.

Section 9 Travel Time

Official time will be used when it is necessary for Union representatives to travel to other local NPC work sites to accomplish their representational duties. ~~When requested, management will provide a vehicle to the Union for travel to provide representation to NPC bargaining unit members within a 500 mile radius excluding extenuating circumstances.~~

2/19/12

DM.

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YME

Section 10 Excused Absence for Training

A. Delegates to the AFGE meetings/training will be identified in writing by the Union President.

B. With approval of the Agency, delegates will be granted excused absence without charge to leave for attendance and travel with no expenses paid by the Agency.

The Union and the Agency recognize that the granting of excused absence may ultimately lead to improved labor management relations. Such a relationship is in the interest of all parties, including the public; and Employee Union representatives will be excused from duty, workload permitting, to attend training which is designed to advise representatives on matters within the scope of 5 USC, and which is of mutual benefit to Management and the Union. The employee Union representative wishing to attend such training will present a vendor's written description of the course to Management which demonstrates which portion of the training is mutually beneficial. Union representatives attending training authorized under this section shall be assigned to the day shift, Monday through Friday, while attending training.

The parties agree that training under this section is generally of mutual benefit when it covers areas such as contract administration, grievance handling, and information related to federal personnel/labor relations laws, regulations, and procedures. Training is not mutually beneficial when it deals with matters related to internal Union business.

ARTICLE 7 - APPROPRIATE ARRANGEMENTS & PROCEDURES (AA&P)

Section 1

Management's policy is to ensure Union views and proposals are fully considered prior to implementing changes in working conditions. It is also the policy that all legal requirements of the Federal Labor Relations Act be met.

Section 2

A. When Management exercises their statutory rights in regard to Employees, Management incurs the responsibility to notify the Union in order to provide them the opportunity to negotiate. The Union has the right to negotiate appropriate arrangements and procedures to offset any hardship on Employees who are affected by the exercise of Management's Rights under the Statute.

B. Subject to the limitations in 5 U.S.C. Chapter 71, Management shall not establish or change any personnel policy, practice, or working condition terminating or conflicting with the specific terms or conditions of this agreement. The parties recognize that amendments may be required after the effective date of this agreement due to new laws or changes to existing laws or government-wide regulations. When such circumstances require, Management will notify the union in accordance with section below.

1. Management agrees to notify the Union's designated point of contact, in writing, prior to the planned implementation of a proposed change in personnel policies, practices, or conditions of employment. The notification will be sufficiently specific to describe the proposed change(s).
2. The Union shall have 15 calendar days from the date of the notification to provide a written request for bargaining. The Union will have an additional 15 calendar days from the written request to bargain to forward written proposals.
3. If the union does not submit proposals within the time limit, Management may implement the proposed change(s).

4. Bargaining will commence within 15 calendar days from the receipt of the union's proposals, unless otherwise agreed by the parties.
5. Describe the proposed change and how it will affect members of the bargaining unit. Include floor plans where appropriate.
6. State why the change is being made.
7. Include a proposed effective date for implementation.
8. List the affected bargaining unit members with a work phone number, e-mail address, and duty locations.
9. Give a point of contact who is able to provide additional information regarding the proposal, and who is able to enter into an agreement with the Union.
10. Include any additional information you believe is pertinent.

Section 3

This negotiation of Appropriate Arrangements and Procedures, formerly referred to as "I&I bargaining", means that while the Union may not normally bargain over whether Management will make a certain change, it may negotiate over how the change will affect Employees and how it will be implemented.

Section 4

Notification to the Union should be made as soon as possible after Management has reached a decision that will trigger a bargaining obligation. Whenever possible, it may also be prudent to involve the Union prior to the decision-making process, so that some Employee input may be solicited through the Union and may be considered along with Union input. Although this may expedite any required negotiations, it does not negate Management's obligation to afford the Union the opportunity to bargain once a decision is made. Normally, the Union will provide their initial proposals for appropriate arrangements to Management within 15 calendar days of receipt of the notification (see Section 2). If proposals cannot be provided within 15 calendar days, the Union will contact Management to provide

status and an anticipated date that proposals will be forwarded.

Section 5

Questions and requests for assistance should be directed to the servicing HRO.

Section 6

Management shall furnish to the Union a list of bargaining unit employees, including grade, series, and organizational code, not to exceed four times per year upon request.

SECTION 7

Nothing in this article is intended as a waiver of either party's rights under the Statute.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 1

Management and the union recognize and endorse the importance of bringing to light and resolving grievances in a prompt manner. The parties agree the expeditious settlement of grievances at the lowest possible level is in the best interest of the government service. The parties agree this procedure is designed to provide an ethical, orderly, equitable means for resolving grievances and shall be the sole procedure available for processing covered grievances. A grievance means any complaint:

- A. By any unit employee concerning any matter relating to the employment of the employee;
- B. By the union concerning any matter relating to employment of unit employees;
- C. By any unit employee, the union, or Management concerning -
 - 1. The effect or interpretation, or a claim of breach of this agreement;

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

Section 2

Unit employees covered by this agreement may present a grievance which may be processed with or without union representation at the grievant's discretion. However, the union shall have the right to have its representative present at grievance meetings. The right to individual presentation does not include the right to take the matter to arbitration, unless the union agrees to do so.

Section 3

This agreement provides procedures for processing of grievances relating to personnel policies, practices, and working conditions which falls within the discretionary authority of Management. The following are excluded from coverage of this grievance procedure:

- A. Any claimed violation of prohibited political activity;
- B. Retirement, life insurance, health benefits, and matters under the auspices of the Office of Worker's Compensation Programs, U.S. Department of Labor;
- C. A suspension or removal under 5 USC 7532 (national security);
- D. Any examination, certification or appointment of candidates for Federal employment;
- E. The classification of any position which does not result in the reduction in grade or pay of an employee.
- F. An allegation or complaint of discrimination based on race, color, religion, sex, age, national origin, marital status, political affiliation, or handicapping condition;
- G. Non-selection for promotion from a group of properly ranked and certified candidates;
- H. Termination of employees serving probationary/trial periods;
- I. Termination of term or temporary employees due to expiration of appointment, lack of work, or lack of funds;
- J. Oral admonishments and letters of caution;

- K. The granting or failure to grant an employee an incentive award;
- L. The substance of an employee's performance elements, standards, or work objectives; and,

Section 4

Grievances may be initiated by: (a) employees (either singly or jointly), (b) the Union, or (c) Management. Regardless of Union Membership, employees shall not be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation, or established agency policy. An employee or group of employees in the unit may be represented by themselves or only by the exclusive Union, in filing a grievance under the negotiated procedure.

Section 5

If two or more employees initiate substantially identical grievances (where the basis for the grievance and corrective action being sought are substantially identical), the Union will select one grievance for processing. The decision made on the grievance selected for processing will be equally applicable to all of the other substantially identical grievances.

Section 6

A Grievance by the employee, Union or Management, shall be filed within fifteen (15) work days of the incident or within fifteen (15) work days when the grievant reasonably should have become aware of the incident being grieved except for extenuating circumstances such as an unavoidable or an authorized absence of the aggrieved. Should extenuating circumstances preclude adherence to the above stated time constraints, written reasons must be submitted with the grievance.

Section 7

Reasonable official time in accordance with 5 USC 7131 will be granted to aggrieved unit employees and appropriate Union representative to investigate and prepare grievances. Official time will be granted to present grievances through this Negotiated Grievance Procedure.

Section 8

Once a grievance has been accepted for processing under this Grievance Procedure, failure of the aggrieved employee or the Union to comply with any applicable time limit will terminate further consideration of the grievance except as otherwise provided herein. Failure of a management official of Management to comply with any applicable processing time limit will constitute a valid basis for the grievance to be promptly advanced to the next higher step of this Grievance Procedure. However, any time limits stated in this agreement may be extended by mutual agreement between Management and the Union.

Section 9

Employee grievance shall be processed as follows:

Step 1: An employee shall first present his/her grievance to his/her immediate supervisor. The employee may choose to have a Union representative. If the employee desires to represent him/herself, he/she must state in writing at Step 1 to Management and the Union that he/she does not desire Union representation at any step in the grievance procedure. The following shall be specified:

- A. The specific basis for the grievance, if applicable, the specific agreement(s) and section (s) of the Negotiated Agreement, or specific regulation or instruction by chapter and section, alleged to have been violated;
- B. The date of the incident (or when the grievant reasonably should have become aware of the incident) being grieved; and,
- C. The corrective relief sought.

An employee grievance must be signed and dated by the employee. The supervisor shall make a reasonable effort to resolve the grievance and will render his/her written decision or findings/conclusion to the employee and his/her representative, if any, within seven (7) workdays of the date the employee submitted the grievance.

Step 2: Should resolution not occur at Step 1, the employee may submit the grievance for further consideration by filing his/her signed written grievance within seven(7) work days of receipt of the Step 1 decision to the Department Head/Staff Head. The Step 2 grievance shall clearly identify:

- A. The specific basis for the grievance, if applicable, the specific agreement(s) and section(s) of the Negotiated Agreement, or specific regulation or instruction by chapter and section, alleged to have been violated;
- B. The date of the incident (or when the grievant reasonably should have become aware of the incident) being grieved;
- C. The corrective relief sought; and,
- D. The date of receipt of the Step 1 decision.
- E. Only the issues presented at step one shall be considered at step 2 and any successive steps including arbitration.

The Department Head/Staff Head or his/her designated representative will render a written decision within ten (10) work days from the date he/she receives the grievance. Representative of Management may meet with the aggrieved employee and his/her Union representative to discuss the grievance.

Step 3: If the Grievance is not resolved at Step 2 of the grievance procedure, the matter may be submitted in writing to the Commanding Officer or designee within seven (7) workdays of receipt of Step 2 Decision. Representative of Management will meet with the aggrieved employee and his/her Union representative to discuss the grievance. A written decision will be rendered by the Commanding Officer or his/her designated representative, within twelve (12) workdays of receipt of the grievance. A copy of the decision shall be provided to the Union.

Section 10

An employee who desires to use the Grievance Procedure must be represented by the Union unless the employee does not

desire such representation, in which case the following apply:

- A. Resolution of the grievance must comply with the terms and conditions of the Negotiated Agreement(s);
- B. The Union is given the opportunity to be present during attempted resolutions of the grievance; and,
- C. The Commanding Officer or designated representative's decision concerning the grievance is final.

Section 11

Management grievances shall be filed in writing with the President of the Union or designee. The grievances shall specify the basis for the grievance and corrective relief sought. The President shall issue a written decision within fifteen (15) workdays of receipt of the grievance.

Section 12

Union grievances shall be filed in writing with the Commanding Officer by the President of the Union. The grievance shall specify the basis for the grievance and the corrective relief sought. The Commanding Officer or designated representative shall respond within fifteen (15) workdays of receipt of the grievance.

Section 13

The parties agree to consider the use of the Federal Mediation and Conciliation Service (FMCS) grievance mediation services. Grievance mediation must be requested in writing within ten (10) workdays following the last step in the Grievance Procedure. Grievance mediation, if used, must be by mutual consent. Neither party is obligated to use this service, nor shall the voluntary, mutual consent to use the service limit a party's right to invoke arbitration at a later date. If the parties use grievance mediation, they must submit a joint, signed request asking for FMCS assistance. Such request will be made with the understanding that grievance mediation is an informal process intended as a settlement to and not a substitute for the arbitration process. The parties also agree that if grievance mediation is used, it shall be conducted at the discretion of the FMCS and the parties agree to follow its

guidelines, which entitle a grievant to be represented at the mediation conference. The mediator has no authority to compel resolution of the grievance. If the grievance is not settled during the mediation process, the matter may proceed on to arbitration. Nothing said or done by the parties or the Mediator during mediation can be entered as evidence or used against them during any subsequent arbitration proceedings. Furthermore, the parties agree to hold FMCS and the mediator appointed by the Service to conduct the mediation conference, harmless of any claim of damage arising from the mediation process.

Section 14

Grievances not resolved through the provisions of this agreement may be referred to Arbitration by either the Union or Management in keeping with the provisions for Arbitration.

ARTICLE 9 - ARBITRATION

Section 1 In the event a grievance processed through the negotiated grievance procedure is not satisfactorily settled, the matter may be submitted to arbitration. Arbitration may only be invoked by Management or the Union. Arbitration must be invoked within fifteen (15) workdays of receipt of a final decision. Grievability and arbitrability issues must be raised in writing, if unresolved at the time arbitration is invoked.

Section 2 When arbitration is invoked, the parties (or the grieving party) shall, within seven (7) working days, request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) arbitrators.

Arbitration procedures:

- A. a list of arbitrators will be requested utilizing the FMCS Form R-43;
- B. the parties shall list on the request any special requirements/qualifications, such as specialized experience or geographical restrictions;

- C. the parties shall, within five (5) workdays after the receipt of the list, attempt to agree on an arbitrator. If for any reason either party does not agree to the first list of arbitrators, they may request a second panel;
- D. if they do not agree upon one of the listed arbitrators from the second panel, then the parties must alternately strike one (1) name from this list until one (1) name remains; and
- E. the arbitrator selected shall be instructed to offer five (5) dates for a hearing.

Section 3 The grieving party will be able to unilaterally select an arbitrator if the other party refuses to participate, only if the grieving party:

- A. gives written notification to the HRO of its intent to unilaterally select an arbitrator; and
- B. allows a time period of two (2) workdays for the HRO to participate in the selection after the written notification.

Section 4 The arbitrator's fees and all expenses of the arbitration shall be borne equally by Management and the Union.

Section 5 The arbitration hearing will be held on Management's premises during the regular day shift hours of the basic workweek (Monday - Friday). Employees participating in the hearing shall be excused from work and in a duty status, if otherwise scheduled to work on the day of arbitration. If necessary, employee work schedules will be adjusted to coincide with the hours of the hearing. Normally overtime will not be paid in connection with attendance at the hearing. No days off adjustments will be made for any of the Union witnesses unless Management adjusts the days off of their witnesses.

Section 6 In order to invoke arbitration, the party seeking to have an issue submitted to arbitration must notify the other party in writing of this intent prior to expiration of any applicable time limit. The notification must include a statement of the issues involved, the alleged violations, and the requested remedy. If the parties fail to agree on

joint submission of the issue for arbitration, each party shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard. However, the issues, the alleged violations, and the remedy requested in the written grievance may be modified only by mutual agreement. Representatives of the parties shall, within a reasonable amount of time from the date of receipt of an arbitration request but no later than 10 workdays prior to the arbitration, meet in a pre-arbitration conference to consider means of expediting the arbitration proceeding by: stipulating facts and exchanging lists of proposed witnesses. These consultations shall include exchange and review of all information that supports the position of both parties.

Section 7 The arbitrator shall be requested to render a decision as soon as possible after the hearing. Either the Union or Management may file exceptions to an arbitrator's award in accordance with law and regulations.

ARTICLE 10 - HOURS OF WORK & OVERTIME

Section 1 General

The assignment of overtime work is a function of Management. Management retains the right to determine the need for overtime work.

Overtime work must be authorized in advance; however, all required or approved work performed outside the basic work week shall be compensated in accordance with applicable overtime laws and regulations. It is Management's responsibility to ensure that the employee's workload can reasonably be accomplished within the employee's regularly scheduled work day or work week. It shall be the employee's responsibility to inform Management whenever the assigned workload is requiring more time than normally scheduled.

Non-exempt employees who work overtime shall be paid at the rate of one and one-half (1-1/2) times the rate of regular pay or within regulatory limits. In accordance with applicable law, government-wide rules or regulations, these employees may elect to receive compensatory time in lieu of

pay. Non-exempt employees shall not be required to work overtime when overtime pay is not available.

Section 2 Assignment of Overtime Work

Overtime shall be distributed fairly among employees based upon skills, performance, availability and the nature of the work. It is understood that an employee who is satisfactorily performing a particular job during regular working hours shall be given first consideration and the opportunity to perform any overtime work that may be required on that job. In areas where more than one may be qualified to work overtime, a tracking mechanism will be maintained and priority will be given based upon service computation date (SCD). Once the employee is assigned an overtime assignment, he/she will not be offered another overtime slot until all those on the volunteer list have been offered a chance to work overtime.

SECTION 3 Hardships

When Management determines that overtime is required, affected employees shall be given at least one (1) day's advance notice whenever possible. Management shall take reasonable precautions to alleviate adverse effects on employees when dealing with the assignment of mandatory overtime work assignments.

SECTION 4 Call-Back Time

If an employee is called back to work, any overtime work he/she performs will be considered to be at least two (2) hours in duration for overtime pay purposes.

ARTICLE 11 - ALTERNATIVE WORK SCHEDULE (AWS)

Section 1 General

The Parties agree that Management can meet its mission and program goals while at the same time allowing employees to exercise some control over their work time. Under an alternative work schedule (AWS), employee can schedule their activities to achieve a more desired balance between work and family responsibilities, to take advantage of educational opportunities, to pursue recreational

activities, to become involved in community or volunteer programs, and so forth.

Section 2 Definitions

- A. Alternative Work Schedules(AWS): means both flexible work schedules and compressed work schedules.
- B. Basic Work Requirement: means the number of hours, excluding overtime hours, an employee is required to work or to account for by charging leave, credit hours, excused absence, holiday hours, compensatory time off, or time off as an award.
- C. Biweekly Pay Period: means the 2-week period for which an employee is scheduled to perform work.
- D. Compressed Work Schedule (CWS) means:
1. in the case of a full-time employee, an 80-hour biweekly basic work requirement that is scheduled by an agency for less than 10 workdays; and
 2. (2) in the case of a part-time employee, a biweekly basic work requirement of less than 80 hours that is scheduled by an agency for less than 10 workdays and that may require the employee to work more than 8 hours in a day. (See 5 U.S.C 6121(5).)
- E. Core Hours: means the time periods during the workday, workweek, or pay period that are within the tour of duty during which an employee covered by a flexible work schedule is required by the agency to be present for work. (See 5 U.S.C. 6122(a)(1).)
- F. Credit Hours: means those hours within a flexible work schedule that an employee elects to work in excess of his or her basic work requirement so as to vary the length of a workweek or workday.
- G. Flexible Work Schedule (FWS): means a work schedule established under 5 U.S.C. 6122, that -
1. in the case of a full-time employee, has an 80-hour biweekly basic work requirement that allows

an employee to determine his or her own schedule within the limits set by the agency; and

2. in the case of a part-time employee, has a biweekly basic work requirement of less than 80 hours that allows an employee to determine his or her own schedule within the limits set by the agency.

H. Tour of Duty: under a flexible work schedule means the limits set by an agency within which an employee must complete his or her basic work requirement. Under a compressed work schedule or other fixed schedule, tour of duty is synonymous with basic work requirement.

Section 3 AWS Provisions

The parties agree that AWS will be implemented in accordance with 5 USC 61, 5 CFR 610, and OPM guidelines.

ARTICLE 12 - ABSENCE & LEAVE

Section 1

A. Employees shall accrue annual leave in accordance with applicable laws and regulations. Management and the Union agree that the Employee should attempt to schedule annual leave so as to avoid leave forfeiture. An approved absence which would otherwise be chargeable to sick leave may be charged to annual leave, if requested by the Employee and approved by Management. However, annual leave may not be substituted for sick leave on a retroactive basis solely for the purpose of avoiding a forfeiture of annual leave at the end of the year, unless specifically authorized by law or regulation. Annual leave will be calculated in no less than 15 minute increments. Management agrees to implement in accordance with established regulations.

B. The Standard Labor Data Collection and Distribution Application (SLDCADA) will be used to document annual leave requests and approvals. Employees will request leave as soon as practicable after their need for leave is known. Supervisors will approve or disapprove Employees' requests for leave as soon as practicable after the request. When

unscheduled annual leave (call in) is requested, the Employee will call the supervisor or his designee.

C. In scheduling leave, due consideration will be given to the Employee's wishes, consistent with workload requirements. Cancellation of scheduled "use or lose" leave will be based on installation exigency. The supervisor will determine if the mission will suffer should the Employee be on leave. Cancellation of scheduled leave or refusal to schedule 'use or lose' leave will serve as reason for leave restoration, provided the 'use or lose' leave was scheduled before the start of the third biweekly pay period prior to the end of the leave year as required by government-wide regulation. Management will not unreasonably decline to schedule 'use or lose' leave requested reasonably in advance of the 3 pay period timeframe. It is incumbent upon both Employees to request and Supervisors to schedule all "use or lose" leave before the start of the third pay period prior to the end of the leave year. Supervisors will explain the necessity for cancellation of any leave which has been previously approved.

D. Requests for unscheduled leave in excess of five (5) working days will be submitted in as much advance notice as possible and the supervisor will act upon such request in a timely manner, normally within two (2) working days.

E. When there is a conflict in annual leave requests which cannot be resolved through discussion, such conflict will be resolved on the basis of the following considerations, which are listed in priority order:

1. Timely submission of requests for annual leave.
Employees who have submitted annual leave projections for the year will be given consideration ahead of those who have submitted their annual leave projections for the year.
2. Seniority based on service comp date for leave purposes.
3. Prior leave granted for a particular day or time frame (e.g. day after Thanksgiving, Christmas week). It is understood that seniority may not be used again in future years for use of annual leave on the same day or time frame until all other unit Employees have had

an opportunity to utilize leave for the particular time frame.

Section 2 Sick Leave

A. The Union and Management recognize the importance of sick leave and encourage Employees to conserve sick leave so it will be available to them in case of extended illness or injury.

B. Sick leave, if accrued, may be granted to Employees when they are incapacitated for the performance of duty for reasons of illness, injury, for reasons contained in the Family Friendly Leave Act or other reasons as provided by government-wide leave regulations. Employees will request leave for medical, dental, and optical examinations or treatments with as much advance notice as possible.

C. The following procedures will be followed by Employees when requesting unscheduled or emergency sick leave:

When Employees are unable to report to duty because of illness, it is their responsibility to request sick leave. The Employee will personally call his supervisor or the supervisor's designee within 2 hours after the beginning of the Employee's tour of duty on the day of absence. Only if the Employee is unable to reach the Supervisor/ designee should he leave a message requesting sick leave. When calling, the Employee will leave a phone number, if other than their home phone number, where they can be contacted. A call from someone other than the Employee is acceptable if the Employee is physically unable to call personally.

D. When the Employee calls his supervisor, he will explain the general nature of the illness and probable duration of the absence. The Employee will notify his supervisor of any changes in the expected date of return. Employee is still expected to remain reasonably available for necessary telephone calls.

1. A Health Care Provider is:

- a. A licensed Doctor of Medicine or Doctor of Osteopathy or a physician who is serving on active duty in the uniformed services and is designated by the uniformed service to conduct examinations;

b. A person providing health services who is not a medical doctor, but who is certified by a national organization and licensed by a State to provide the service in question; or

E. Employees whose absence exceeds three (3) days are required to furnish a medical certification to justify absence for the entire period. The requirements for Employees to produce a medical certificate to support a request for approval of sick leave absence that exceeds three (3) days is based on the belief that generally illnesses that exceed three days should be diagnosed and evaluated by a professional medical practitioner for the purpose of controlling and curing the illness and certifying that the Employee is physically fit to resume his employment. When medical certification is required, such certification will normally be provided by the Employee to Management within 48 hours of return to duty.

F. In individual cases where there is reason to believe an Employee is abusing sick leave, a medical certificate may be required to support all requests for sick leave. In such cases, the Employee concerned shall be notified in writing, in advance, that all future sick leave absences will have to be supported by a medical certificate. The written notice will explain the reason why the Employee is suspected of abusing sick leave. After the first offense, the letter of requirement will be in effect up to 6 months. If a second letter is issued, it will remain in effect for one year. While on a restriction, the Employee must provide a medical certificate within three days of returning to duty. Failure to submit such certificates may result in denial of sick leave for the uncertified absences and such other disciplinary action as the facts and circumstances may warrant.

G. Sick leave abuse may be defined as a pattern of excessive, regular use, such as every Monday or Friday, or after or before holidays on a regular basis, etc. These are just examples and do not represent all patterns that would be considered abuse. Scheduled appointments are not reflective of patterns. Sick leave use, regardless of quantity, does not by itself constitute a pattern of abuse.

H. When an Employee is absent for 3 or more consecutive workdays due to exposure to a contagious disease or is

directed by a health care provider, they must be cleared by the Employee's health care provider before reporting to their work site. Contagious disease means a disease which is ruled as subject to quarantine or isolation as directed by a health care provider.

I. If the Employee's health care provider determines that an Employee is not cleared for duty, the Employee will contact the Supervisor to request leave. Annual or sick leave should be granted if the Employee has a leave balance. If the Employee does not have a leave balance in either category, Management will consider LWOP on a case by case basis.

J. When an Employee makes a request for a benefit or accommodation because of a medical condition, such as frequent or extended sick leave, the supervisor may require that the Employee submit administratively acceptable documentation in support of the request.

K. Advanced annual leave and/or sick leave may be granted in accordance with appropriate rules and regulations.

Section 3 Holidays

A. Eligible Employees shall be entitled to all holidays now prescribed by federal law and any that may be later added by law and all holidays designated by Executive Order.

B. Employees may be required to work on a holiday. Employees will be compensated for work on holidays in accordance with applicable laws and regulations.

C. Management agrees that all Employees required to work on a holiday will be given as much advanced notice as possible and normally not less than 48 hours in advance.

Section 4 Excused Absences

A. Excused absences are authorized on an individual basis, except where all or part of the installation is not operating due to interruption of normal operations caused by events beyond the control of management or Employees.

B. Military Leave. Employees will be entitled to military leave in accordance with applicable laws and regulations.

C. Blood Donations. Subject to mission requirements, when Employees are released by the Supervisor to donate blood they will be given up to four (4) hours of administrative time for which the Employee would otherwise be in a duty status. The four (4) hours begins when the Employee leaves the work site to donate.

Section 5 FMLA

Management agrees to comply with the Family Medical Leave Act (FMLA). Employees may request information on FMLA from their supervisor or HRO.

A. Purpose and Eligibility

1. An Employee is entitled to a total of 12 administrative workweeks of unpaid leave during any 12 month period for the following reasons:

- a. Birth of a child and care of newborn;
- b. placement of a child with an Employee for adoption or foster care;
- c. care for spouse, child, or parent with serious health condition;
- d. serious health condition of the Employee.

2. To qualify for the benefits under this act, Employees must have completed at least 12 months of service (consecutive/non-consecutive) as an Employee of the Federal Government. Temporary and part-time Employees are specifically excluded from FMLA.

B. Substitution of Paid Leave for Leave Without Pay (LWOP)

An Employee may elect to substitute annual leave or sick leave, consistent with leave regulations, for unpaid leave for any part or all of the 12 week leave entitlement.

C. Medical Certification

Management may require medical certification subject to conditions of the law.

D. Protection of Employment and Benefits

1. An Employee who takes FMLA leave is entitled to be restored to the same or equivalent position, with equivalent benefits, pay, status, and other terms and conditions of employment.
2. If on leave without pay, an Employee may elect to continue Federal Employee Health Benefits (FEHB) coverage and make arrangements to pay the Employee contribution.

Section 6 Sick Leave to Care for a Family Member

A. Purpose. To provide guidance to the Parties of the provisions of extended sick leave to care for a Family Member.

B. Employees may use sick leave to care for family members. A family member is defined as an Employee's parents; spouse and their parents; children including adopted children, and their spouses; brothers and sisters and their spouses; and any individual related by blood or affinity whose close relation with the Employee is equivalent of a family relationship.

C. Employees may use up to 12 administrative workweeks of sick leave each year to care for a family member with a serious health condition. An Employee may use up to 13 days of sick leave for general family care or bereavement but that amount must be subtracted from the 12 weeks, which is the maximum total of sick leave which can be used for all family care purposes.

D. The term "a serious health condition" has the same meaning as used in OPM's regulations for administering the Family Medical Leave Act of 1993 (FMLA) and is not intended for short-term illness for which treatment and recovery are very brief.

ARTICLE 13 - DISCIPLINARY & ADVERSE ACTIONS

Section 1 General

The Department and the Union recognize that the public interest requires the maintenance of high standards of

conduct. No bargaining unit employees will be subject to disciplinary action except for just and sufficient cause. Disciplinary actions will be taken only for such cause as will promote the efficiency of the service. Actions based upon substantively unacceptable performance should be taken in accordance with Title 5 USC Chapter 43.

Section 2 Definitions

For purposes of this article, the following definitions are used for title 5 Employees:

- A. A disciplinary action is defined as reprimand or suspension of 14 calendar days or less and
- B. Adverse actions are removals, suspensions of more than 14 calendar days, reduction in pay or grade, or furloughs of 30 calendar days or less.

Section 3 Removal of Disciplinary Actions

Reprimands may be removed from an employee's files after two years. If an employee requests removal of such actions after six months, it may be removed at the discretion of the supervisor.

Section 4 Administrative Reassignment

Administrative reassignments will not be used as discipline against any employees, unless appropriate procedures are followed.

Section 5 Progressive Discipline

The parties agree to the concept of progressive discipline, which is discipline designed primarily to correct and improve employee behavior, rather than punish.

Section 6 Fairness and Timeliness

Disciplinary actions must be consistent with applicable laws, regulations, policy, and accepted practice within the Department. Discipline will be applied fairly and impartially and will not be used to harass employees. Disciplinary actions will be timely based upon the circumstances and complexity of each case.

Section 7 Processing Adverse Actions

A. An employee against whom an adverse action is proposed is entitled to 30 days advance written notice, except when the crime provisions have been invoked. The notice will state specific reasons for the proposed action. Management agrees that the employee shall be given the opportunity to use up to eight hours of time to review the evidence on which the notice is based and that is being relied upon to support the proposed action. Additional time may be granted on a case-by-case basis. Upon request, one copy of any document(s) in the evidence file will be provided to the employee or his/her designated representative.

B. The employee and/or representative may respond orally and/or in writing as soon as practical but no later than ten (10) work days from receipt of the proposed action notice. The response may include written statements of the persons having relevant information and/or other appropriate evidence. Management has the right to restrict the response time to seven days when invoking the crime provision.

C. Extensions for replying to proposed adverse actions and suspensions may be granted when good cause is shown. The appropriate management official will issue a written decision prior to the effective date. The written decision shall include the reason for the disciplinary action and a statement of findings and conclusions as to each charge. In responding to a proposed disciplinary action, the employee will be entitled to local union representation.

D. These provisions do not apply to probationary or trial employees.

Section 8 Notice of Disciplinary Actions

A. Notice of a final decision to take disciplinary action shall be in writing and shall inform the employee of appeal and grievance rights and his/her right to representation. Management will inform the local union when it takes a disciplinary action against a unit employee.

B. Notices shall explain in detail the reasons for the action taken and all evidence relied upon to support the decision. The notice will also advise the employee how long the action will be maintained in his/her file. If the employee elects to have a Union representative present, the

issuance will be delayed until the local union has an opportunity to furnish a representative, not later than one work day.

Section 9 Investigation of Disciplinary Actions

A. Management will investigate an incident or situation as soon as possible to determine whether or not discipline is warranted. Ordinarily this inquiry will be made by the appropriate line supervisor. The employee who is the subject of the investigation will be informed accordingly prior to the start of the investigation.

B. Disciplinary investigations will be conducted fairly and impartially, and a reasonable effort will be made to reconcile conflicting statements by developing additional evidence. In all cases, the information obtained will be documented. Supervisory notes may be used to support an action detrimental to an employee only when the notes have been shown to the employee in a timely manner after the occurrence of the act and a copy provided to an employee.

ARTICLE 14 - EQUAL EMPLOYMENT OPPORTUNITY

Section 1

The Union agrees to cooperate with the Management program to provide equal opportunity in employment for all persons. The Management program prohibits discrimination because of age, race, sex, color, religion, national origin, or any other unlawful discriminatory factor, and also promotes an Affirmative Action Plan intended to enhance opportunities for employment. Management agrees to explore means of enhancing upward mobility opportunities within the organization.

Section 2

The parties agree to conduct a continuing campaign to eradicate prejudices or discrimination with respect to personnel policies or practices at the work site. To this end, the Union agrees to report to Management any acts, when observed or indicated, that appear to be prejudicial or discriminatory.

ARTICLE 15 - MERIT PROMOTION

Section 1

Merit Promotion to a position vacancy shall be on the basis of qualifications and merit. The PARTIES agree that any wrongful manipulations of position rating criteria and Merit System principles to deny an employee a selection is not in the spirit of true partnership and is therefore not allowed. Notification will be provided to the Union when there are any proposed changes in the Merit Promotion Program.

Section 2

Management reserves the right and may elect to fill vacant positions by methods other than Merit Promotion such as reassignment, re-promotion, reinstatement, transfer, or other official appointments as well as through career promotions under an approved training and career development program. When the command decides to fill a bargaining unit position other than the methods above, the Union will be notified.

Section 3

Promotions shall be made without regard to political, religious, Union affiliation or non-affiliation, marital status, race, color, sex, age, national origin, or non-disqualifying physical handicap.

ARTICLE 16 - POSITION CLASSIFICATION

Section 1

The position/job description is a statement of the major duties and responsibilities, qualification and skill requirements, and organizational location of a position within the Activity. Management maintains the currency and accuracy of position/job descriptions, and may add to, modify, or delete provisions thereof as necessary. When changes occur in the major duties, responsibilities or technical functions, the position/job description will be amended to reflect these changes. Minor changes to official

position descriptions may be made by pen and ink changes concurrent with review by the classification official.

Section 2

When an Employee believes that the title, grade, or series of their position is incorrect, they have the right to fully discuss the matter with their immediate supervisor and request that their job be reviewed. Management will take whatever action is necessary to attempt to resolve the matter informally, and will fully consider any pertinent information which the Employee desires to present. The Employee will be advised by their supervisor concerning the actions taken to resolve the matter and the basis for the decision reached.

Section 3

An Employee has a right, in accordance with the Position Classification Appeal Procedure, to file a job grading (WG) or classification (GS) appeal if they believe that the title, grade or series is incorrect. An Employee is entitled to a representative of their choice in a formal appeal. Upon the request of the Employee or their designated representative, Management will provide information concerning the Employee's appeal rights and the appropriate procedures set forth in applicable regulations. Additionally, the Employee and their representative will be permitted to review classification standards that pertain to the Employee rating or position in an appeal.

ARTICLE 17 - EMPLOYEE PERFORMANCE

Section 1

The parties agree the performance appraisal systems in place will be used as a management process with employee participation in developing goals and work requirements improving individual and organizational effectiveness, and accomplishing agency mission and goals.

Section 2

The Union will be provided a copy of the Performance Standard for any position in the bargaining unit, upon request.

Section 3

The parties further agree that employees who use authorized official time in labor relations activities or representational duties shall not be penalized on their appraisals for approved absences or use of official time.

Section 4

The parties agree that every employee will receive an annual performance appraisal as governed by OPM regulations. Problems with position descriptions identified during the performance appraisal will be addressed in an expeditious manner. The parties agree that it is important for employees to inform Management when they feel that their position description is not accurate.

Section 5

The purpose of an employee's performance appraisal is to provide a fair and impartial framework for honest feedback and open two-way communication between employees and their supervisors. The performance appraisal focuses on contributions within the scope of the employee's job description in achievement of the Department's overall mission. The performance appraisal process includes an annual written appraisal for each employee.

Section 6

The parties share an interest in improving the performance of the Department's workforce. This shall be achieved by establishing elements and standards that link the employee's performance to the Department's mission; providing employees with frequent feedback; recognizing individual and group performance; customer service; establishing appropriate rewards for good performance; identifying areas for improved performance; and actions to accomplish that improvement.

Section 7

The parties believe that the performance appraisal process, constructively used, is one of the most effective methods for optimizing the effectiveness of the Department's workforce. The Department has a very real responsibility for helping employees maximize his/her performance, which can be accomplished through constructive and positive performance evaluations.

Section 8

The performance appraisal process will emphasize:

- A. Communication with employees on a continuing basis regarding their achievements and areas in which they could improve
- B. Employee development/evolution of the supervisor's role to coach (rather than being used as a disciplinary tool);
- C. Continued performance improvement of the organization and its employees and assistance to employees in improving unacceptable performance;
- D. Recognition of special contributions as part of or in addition to regular job duties.

Section 10

An annual rating of "Acceptable" assures employees of eligibility for grade increases and serves as a positive, tangible assertion that the employee is meeting his/her job requirements.

Section 11

- A. In its entirety and application, the performance appraisal process will to the maximum extent feasible, be fair, impartial, and strictly related to job performance as described by the employee's job description.
- B. Conduct unrelated to job performance shall not be considered in measuring an employee's performance.
- C. Performance appraisals shall be fair and objective. They shall measure actual work performance over the entire rating period in relation to the performance requirements of the positions to which employees are assigned. Regardless of the source(s) of information used for

performance appraisal, such information will be collected, used, and maintained in accordance with the Privacy Act.

ARTICLE 18 - REDUCTIONS IN FORCE (RIF) & FURLOUGHS

Section 1 Reduction in Force

The Parties jointly recognize that occasions may arise where adjustments of the workforce may be necessary either by reduction in force, transfer of function, or reorganization. Management agrees to follow all procedures as outlined in 5 CFR 351.

Section 2 Furloughs

When Management determines it to be necessary to furlough bargaining unit employees for thirty (30) days or less due to a lack of work, funds, or operating authority, the parties agree to follow procedures outlined in 5 CFR 752.401.

The procedures to be followed for furloughs of more than thirty (30) days are contained in applicable portions of 5 USC 75 and 5 CFR 351.

ARTICLE 19 - SAFETY & HEALTH

Section 1

It is Navy policy that safety and health is the responsibility of all employees. In order to maintain a safe and healthful environment, management, the union, and workers must be proactive and must work together to recognize and correct hazards as they appear. Employees are encouraged to correct hazards if they can, or to report hazards to their supervisors who will take corrective action and/or establish interim controls (warning signs, barricades, etc.) to mitigate hazards. The NPC Safety Officer should be notified of noted hazards and corrective actions taken.

There are essentially two (2) distinct areas of concern regarding the safety and health of employees at the Navy Personnel Command:

- A. the first, which affects the safety and well-being of employees, involves the inherent hazards of a work environment and
- B. the second, which affects the safety and health of employees, involves the inherent hazards associated with the normal operations found throughout the facility.

With respect to the first, Management agrees to lower those inherent hazards to the lowest possible level, without relinquishing its rights under 5 USC 7106. The Union recognizes that by the very nature of the duties, these hazards can never be completely eliminated.

With respect to the second, Management agrees to furnish to employees places and conditions of employment that are free from recognized hazards that are causing or are likely to cause death or serious physical harm, in accordance with all applicable federal laws, standards, codes, regulations, and executive orders.

Section 2

Although Management employs safety specialists whose primary function is to oversee the safety program at each facility, representatives of the Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), Centers for Disease Control (CDC), and other regulatory and enforcement agencies that have a primary function of administering the laws, rules, regulations, codes, standards, and executive orders related to health and safety matters are the recognized authorities when issues involving health and safety are raised.

Section 3

Unsafe and unhealthful conditions reported to Management by the Union or employees will be promptly investigated. Any findings from said investigations relating to safety and health conditions will be provided to the Union, in writing, upon request. No employee will be subject to restraint, interference, coercion, discrimination, or

reprisal for making a report and/or complaint to any outside health/safety organization and/or the Agency.

Section 4

When a safety and health inspection is being conducted by an outside agency such as OSHA, the National Institution for Occupational Safety and Health (NIOSH), or a private contractor, the Union will be invited and encouraged to have a local representative participate.

Section 5

If an employee is injured in the performance of duty, the employee will be informed of the procedures to be followed for filing a claim for benefits under the Federal Employees' Compensation Act. The employee will be informed of the leave options available, including sick leave, annual leave, leave without pay, etc.

- A. When an employee is injured, Management will provide him/her with the appropriate forms for filing for benefits under the Federal Employees Compensation Act;
- B. At the employee's request, a representative of Management will assist the employee with filing for benefits under the Federal Employees Compensation Act; and
- C. The employee shall complete the front of Form CA-7 and submit the form to Management for completion and transmission to OWCP. The form should be completed as soon as possible, but no more than 14 calendar days after the date pay stops due to the injury or disease in accordance with 20 CFR 10.102.
- D. When the OWCP requires paperwork for medical treatment given to the employee under FECA, it is the employee's responsibility to provide that paperwork within OWCP specified timelines.

Section 6

Employee responsibility when an injury occurs:

- A. Report to Supervisor. Every job-related injury should be reported as soon as possible to the injured

individual's supervisor. Injury also means any illness or disease that is caused or aggravated by work environment as well as damage to medical braces, artificial limbs, and other prosthetic devices. For emergency care, dial 911.

B. Medical Bills. Appropriated fund employees can forward medical bills for on-the-job injuries to HRO, 5722 Integrity Drive, Millington, TN 38054-5017.

Section 7

When Management becomes aware of possible exposure to communicable disease, timely notification will be provided to all employees.

ARTICLE 20 - LABOR-MANAGEMENT FORUM

1. MEMORANDUM OF UNDERSTANDING

Section 1 Preamble

Management officials of Navy Personnel Command (NPC) and Union officials from AFGE Local 572 representing bargaining unit employees at NPC have reached an understanding to establish a Labor-Management Council (COUNCIL) that will meet quarterly to allow Pre-Decisional Involvement of union representatives (PDI) and collaborate on solutions to challenges and problems arising at NPC. PDI is meant to be a collaborative interest-based, problem solving approach and not an adversarial one. PDI will be utilized in all workplace matters affecting work products, services and general conditions of employment of bargaining unit employees. Ultimately, the Council has been established as a vehicle to address such workplace issues within the framework of the Federal Service Labor-Management Relations Statute; Executive Order 13522, Creating Labor Management Forums to Improve Delivery of Government Services; and other applicable laws and directives.

Accordingly, the undersigned designated representatives of NPC management and unions representing NPC bargaining unit employees agree to the following:

Section 2 Provisions

A. This group will be referred to as the NPC Command Labor-Management Council ("Council") whose vision is to operate through designated representatives in an open and cooperative arrangement to further the interests and mission of the fleet and its workforce. The Council will use collaborative labor-management approaches to deliver the highest quality services in support of the warfighter on behalf of the American public.

B. The Council is intended to provide a vehicle to identify problems and propose solutions to better serve the public, improve employee work life and labor-management relations; allow employees and unions to have pre-decisional involvement in all workplace matters, without regard to whether subjects are negotiable under the Statute; expeditiously provide unions with adequate information on such matters where not prohibited by law; and make good-faith attempts to resolve issues concerning proposed changes to conditions of employment.

C. PDI is not negotiation and is not intended to abrogate any collective bargaining agreement i limit, preclude, or prohibit management from electing to negotiate over §7106(b) (1) matters; impair or otherwise affect authority granted by law to agencies (i.e. it does not expand bargaining rights); nor create any right to administrative or judicial review. However, PDI may result in resolution of some issues outside the traditional bargaining processes through early collaboration using an interest-based, problem solving approach

D. Labor organization granted exclusive recognition to represent bargaining unit employees at NPC shall be a member of the Council and will be entitled to have five representatives on the Council, including the Co-Chair. NPC management will be represented on the Council by five NPC managers, including the Co-Chair, as designated by the Deputy Commander, NPC. These representatives will comprise the permanent membership of the Council.

E. To the extent any permanent member of the Council chooses to withdraw from membership, he/she shall inform the Council of their decision and efforts to identify a replacement shall occur expeditiously.

F. The Council may be disestablished as per the rules agreed upon for dissolution contained in the Council Operating Guide.

G. The Council will normally hold quarterly face to face sessions with all representatives. Co-chairs may schedule ad hoc sessions upon mutual agreement as deemed necessary. Co-chairs shall ensure that the Council MOU and Council Operating Guide are kept current; that adequate resources are identified and available to sustain the Council; and that Council representatives are properly designated and participate in accordance with this MOU and the Council Operating Agreement.

H. Council representatives will be expected to communicate issues undertaken by the Council to their constituencies in a professional and timely manner with fairness, balance and mutual respect for Council members; and actively participate in collaborative efforts to identify and resolve challenges and problems at NPC taken up by the Council.

I. Accordingly, the NPC Council provides leadership commitment from labor and management as defined by the level of bargaining recognition. Its goals are to advance readiness and mission accomplishment, foster innovation and creativity, improve and sustain quality, safety and productivity, contain costs, and enhance the work life of employees, supervisors and managers through mutual commitment, communication and engagement.

2. OPERATING GUIDE

The purpose of this document is to establish the operational procedures for the Labor Management Council so that we operate in an organized and effective manner.

Section 1 Definitions

- A. Consensus- Consensus is reached when all members agree upon a single alternative. Though the consensus solution may not be everyone's first choice, it is acceptable and understandable by everyone. Consensus is generally reached when everyone's interests are accommodated.

B. Pre-Decisional Information- Where NPC has the discretion, it will release pre-decisional information to the Council. Pre-decisional information sharing is the sharing of information as early in the decision process as feasible, which allows for meaningful input/influence by both managers and union officials, before a final decision has been made. The Council will facilitate the exchange of "pre-decisional" information. Pre-decisional information will not be limited to any specific subject but will focus on work place issues.

C. Quorum A Council quorum exists when at least six Council representatives are present provided there are at least three management representatives present of whom one must be the Co-chair or designee, and three labor organization representatives present, of whom one must be the Co-chair or designee.

Section 2 Vision Statement

Through partnering between management and labor, we will support the fleet and the NPC workforce. Our partnership will strive toward mutual respect, understanding, and trust through open and honest communication.

Section 3 Mission Statement

The NPC Labor-Management Council will increase the effectiveness of the Command through a cooperative relationship between national labor union representatives and management officials.

The Council will:

- A. Share pre-decisional information in a timely manner.
- B. Provide input into decisions that impact our workforce.
- C. Focus on NPC-wide initiatives and labor-management issues that transcend sites.
- D. Serve as a role model and mentor for local labor-management partnerships.
- E. Participate in process management (i.e. work processes, policies and personnel safety).
- F. Provide leadership that supports the Council vision.
- G. Demonstrate that Labor-Management cooperation supports the fleet and the NPC workforce by identifying issues of

mutual concern and recommending alternative for resolution.

Section 4 Goals

- A. Enhance labor/management collaboration and partnership through mutual respect, understanding, open and honest communication and trust.
- B. Produce quality products and processes that are assets to NPC, with particular emphasis on the fleet and issues that affect our workforce.
- C. Expand our sphere of influence through awareness of and involvement in existing and emergent issues.
- D. Serve as a focal point for improving labor-management relationships by partnering throughout NPC and providing support and mentoring where appropriate.

Section 5 Expectations

- A. Members provide their perspectives on issues that may affect NPC employees. Only by being honest and open can members continue the trust that is so fundamental to the Council.
- B. Members are expected to bring to the Council those concerns and common questions identified in the workplace so they can be appropriately discussed, elevated and resolved. The Council is not a negotiating body and does not constitute the official union notification required by some labor relations agreements.
- C. Members are expected to introduce the Council to new managers and union leaders.
- D. Members are expected to de-brief leaders of the organizations they represent on the Council tasks and successes.

Section 6 Operating Guidelines

A. Meeting Structure

1. Frequency/Duration

- a. The Council will normally schedule four face to face meetings each year (targeted quarterly). The duration of these meetings will be determined by the number of agenda items and other business

before the Council. Generally, meetings will be expected to be one day in duration.

b. Co-chairs may appoint a facilitator, if desired, to facilitate face-to-face meetings. Otherwise, the Council Co-chairs will lead the meetings.

c. The Council Co-chairs will plan meetings as far in advance as possible, with an expectation that the optimum will be 6 months in advance.

2. Training

To achieve optimum results from Council, the best interests of both parties are served by continual and joint Labor/Management training. The need for and the type of training will be determined by the council with costs incurred by the command.

3. Expenses

The command will be responsible for all Labor Management Council members' appropriate travel and per diem expenses and any other cost in connection with Council activities.

4. Duty Status

While participating in Labor Management activities, all bargaining unit members will be considered on duty status and not on official time. In the event these activities are conducted beyond normal duty hours, members will be compensated in accordance with applicable law.

5. Agendas

Council Co-chairs will normally send email invitations for agenda items 8 weeks prior to scheduled face-to-face meetings. Council Co-chairs will finalize and approve the agenda before forwarding via email to all participants at least two weeks prior to any scheduled meeting.

6. Records

- a. Minutes of meetings will be recorded by a note-taker approved by the Council Co-chairs. Copies of minutes will be forwarded to all members for review seven calendar days after review by the Co-chairs. Approval of the minutes shall be the first order of business at the next meeting held.
- b. Action items will be recorded and distributed at the end of each meeting.
- c. An assessment form will be completed at the end of each face-to-face meeting and provided to the coordinator/facilitator. The results of the assessment will be recorded. The Council will review the assessment at the following meeting.

B. Confidentiality

When a member has information for the Council that the member feels involves confidentiality, the Council must agree by consensus that the "issue" will "stay in the room" before the issue will be opened for discussion.

C. Council Decisions

1. Decisions can only be reached if there is a quorum present.
2. Items of substantive importance should be discussed until a consensus is reached, or the Council agrees by consensus to move on to another topic.
3. Only primary Council members or their designated alternate will participate in reaching consensus and in issue discussion, unless recognized by a Co-chair.
4. Procedural or incidental matters (such as changing meeting dates will be made jointly by Council co-chairs.
5. The co-chairs of the Council jointly make the determination as to the level of importance relative to the decision.

D. Membership Business Rules

1. Only primary members or their designated alternate will participate in decision making votes.

2. Primary members are encouraged to attend, but when necessary, an alternate attends with the same authority as the primary.
3. Primary and alternate members should keep each other appraised of issues to ensure membership is seamless.
4. Where a management position is vacated, a recommendation will be made by the competency and forwarded for endorsement by the management co-chair.
5. When a labor position is vacated, the union will provide a letter of notification assigning the new member.
6. An orientation package will be sent to new members by a Council Co-chair.
7. Co-chairs will personally c9ntact all new members for introductions.

E. Guest Participants

1. Both labor organization and management field representatives may attend and observe meetings at the discretion and approval of their Council representative.
2. Council representatives will instruct guest participants that they may speak only when recognized by a co-chair.

F. Council Co-Chairs

1. The Labor Co-Chair will be selected by labor for a timeframe to be determined by labor.
2. The Management Co-Chair is appointed by Deputy Commander, NPC.

G. Actions and Assignments

Task assignments will be defined by the appropriate working group/committee, and will include a description of deliverables, projected work load, time to complete, member roles and responsibilities, and accountabilities.

H. Task Referrals

Initiatives that are determined by the Council to be under the purview of a Command-level decision body will be forwarded for concurrence as a concept paper, describing the requirement, background, and anticipated impact

I. Progress Reporting

1. The Council co-chairs will provide situational awareness on Council activities to NPC .and the Command leadership team.
2. Council members will provide situational awareness on Council activities to the managers and leaders of the competencies/unions/sites they represent.
3. Minutes will be posted on a share drive for all members to access.

J. Communications

1. The Council Co-chairs and representatives are expected to provide situational awareness on Council activities to their respective constituencies.
2. A share folder will be maintained as a repository of Council meeting minutes and source documents for access by members.

ARTICLE 21 - UNION OFFICE SPACE

Section 1

Management will provide the Union adequate office space with furniture (desk and file cabinets) and utilities at no cost to the Union. The furniture will be provided on a loan basis for use in the space provided. Such other office furniture and equipment as the Union requests for use in the space provided may be furnished on a loan basis, if available from existing stocks over Management's local requirements. The space, utilities, furniture, and

equipment furnished will be used by the Union only in the conduct of business specifically authorized by agreement between the Union and Management. Management will also provide a telephone and a personal computer with internet access and printer which will be located in the union office. The Union will be given access to a copier and fax machine. The personal computer may also be connected to the Local Area Network (LAN) for the Union's use in communicating with managers and the Commanding Officer. The Union will be allowed to use agency copiers and paper to copy Labor Management related documents to carry out the provisions of the Agreement.

Section 2 Smoking is prohibited in Management provided Union office space.

Section 3 Base security requirements will be observed for Management provided Union office space and computer equipment.

ARTICLE 22 - PAYROLL & DUES WITHHOLDING

Section 1

A unit employee may at any time authorize bi-weekly allotments from his/her pay to cover regular dues for membership in the Union, provided that all of the following criteria are met:

- A. The employee receives an established amount of net pay that is sufficient, after legal and other required /authorized deductions, to cover the full amount of the allotment for the established dues.
- B. The employee has voluntarily authorized the dues deduction by completing and signing the Standard Form (SF) 1187 Request for Payroll Deductions for labor Organization Dues.
- C. The employee is included in the unit for which exclusive recognition has been granted.
- D. The union has consulted with the servicing HRO to confirm eligibility of the employee.

- E. The union has completed and signed the Labor Organization section of the allotment authorization form.

Section 2

The union agrees to procure and provide the prescribed allotment form to eligible members desiring to authorize a payroll deduction for dues. The union shall inform and educate members concerning the dues allotment and use of the SF-1187.

- A. The union agrees to distribute the prescribed authorization form (SF-1187), to eligible unit employees.
- B. An employee desiring to make an allotment for payment of union dues must complete the appropriate sections of the SF-1187 and forward to the union. The union will determine whether the employee is a bargaining unit employee, and if so, complete Section A of the SF-1187 and submit the original signed form to the Human Resource Office (HRO). If the employee meets the requirements for dues withholding, the HRO will forward the SF-1187 to the servicing Payroll Customer Service Representative. Dues deduction will take effect as soon as practicable after the SF-1187 is received at the servicing payroll office. If the employee does not meet the requirements for dues withholding the SF-1187 will be returned to the union.
- C. If the amount of regular dues is changed, the union will notify the servicing DFAS Civilian payroll Office in writing of the change. Only one such change will be made in any period of twelve consecutive months.

Section 3

The payroll allotment shall be terminated when any of the following situations occur:

- A. Following notification of loss of exclusive recognition by the union;

- B. Following notification of suspension or termination of the allotment agreement by an appropriate authority outside the Department of Defense;
- C. Following notification that an employee has been separated from NPC or moves to a position not included within the unit of recognition; or,
- D. Following notification from the union that an employee is no longer a member in good standing in the union.

Section 4

The union agrees to inform and educate members concerning the termination process and use of the SF-1188. An employee may voluntarily request cancellation of dues deduction by submitting the prescribed form (SF-1188, Cancellation of Payroll Deduction for Labor Organization Dues) to the servicing HRO. HRO will forward the SF-1188 to the servicing payroll office and provided a copy to the union. However, cancellation of an employee's union dues deduction cannot be effected for a period of one year from the date the dues deduction initially went into effect, unless the employee is no longer a member of the bargaining unit.

- A. An employee may cancel his/her allotment for the payment of dues by submitting a SF-1188 within fifteen calendar days prior to the first anniversary date of signing the SF-1187. If the employee's initial union dues deduction has not been in force for at least one full year, HRO will forward the SF-1188 to the Payroll Customer Service Representative and the allotment will be terminated at the beginning of the first pay period one calendar year after the employee's dues have been withheld. If the allotment is not revoked at the end of the first year it has been in effect, any subsequent cancellation will be effective on the first pay period beginning on or after 1 December provided the revocation is received in payroll office prior to 1 December.
- B. A supply of SF-1188s will be maintained at the servicing HRO and the Payroll Customer Service Representative. Employees may also file copies that are downloaded from the Office of Personnel Management website at <http://www.opm.gov>.

Section 5

Whenever dues deductions are terminated by Management, the Union will be notified of the reasons for such actions.

VALUE STATEMENT

As employees of Navy Personnel Command, at all levels, we endorse the following work and personal values:

Premise: The workplace is a professional environment and it is important that we conduct ourselves appropriately.

We Believe Statements for Dedication to Service:

We acknowledge that every employee is a valued asset and contributes to the mission with pride and dedication.

We are committed to integrity, honesty, ethical behavior, trust, loyalty, fairness, compassion and keeping our promises.

We believe in a full day's work for a full day's pay. We believe our work is important so we use our time wisely and do not abuse leave or personal breaks.

We foster the "WE" as a total workforce and promote opportunities for employees to work together, share their knowledge, and deliver service and products to the customers, regardless of their organizational "home."

We, as managers, provide leadership and direction. We, as employees, value and take ownership as well as responsibility for our work. And, as managers we acknowledge and give credit for employee contributions.

We report problems to the appropriate authority.

We raise issues and confront problems but we also present possible solutions.

We employ the highest standards to produce quality work.

We, as management officials, are committed to maintaining a fair employment system to balance the needs and concerns of NPC and our employees.

We recognize the diversity of the workforce and value the differing viewpoints and cultures.

We recognize the need to support each other so we may better support Sailors and the Fleet as our mission promotes service to others in time of need.

We strive to earn and maintain each other's trust and respect.

We recognize that we are frequently dealing with highly personal and sensitive information affecting people's careers, lives, and reputations. We handle this information in a high confidential and professional manner, sharing and using only for official purposes.

We promptly acknowledge and admit mistakes and learn from them.

We encourage communication with each other including the expression of varying viewpoints. We share job-related information and experiences so others may benefit from our knowledge.

We work together to accomplish our mission, within our individual roles and responsibilities, as members of the total workforce team.

We are mindful that our behavior during non-duty hours may affect the public's view of our command, NPC, and all of us as employees. Therefore, we take responsibility for our personal behavior at all times.

End Result: Adoption of These Values

Adoption of these values as we work together to find ways, using sound judgment consistent with these values, to help our total workforce in the most efficient and effective manner to achieve NPC mission: Manning the Fleet with ready Sailors - supporting their ability serve from beginning to end.

These values were jointly adopted and subscribed to by the authorized representatives of

Union - American Federation of Government Employees
Management - Navy Personnel Command, Millington,
Tennessee

